AGREEMENT BETWEEN THE

COUNCIL BLUFFS ASSOCIATION OF PROFESSIONAL FIREFIGHTERS LOCAL 15

AND THE

CITY OF COUNCIL BLUFFS

July 1, 2025 through June 30, 2028

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PREAMBLE

WHEREAS, The City of Council Bluffs, by authorization of the laws of the State of Iowa, is a municipal corporation, and

WHEREAS, The Union and the City ascribe to and recognize that the mission and purpose of the City of Council Bluffs is to provide quality and economic municipal services to the citizens we serve.

THEREFORE

This contract is entered into as of July 1, 2025 between the City of Council Bluffs, hereinafter referred to as the City, and the Council Bluffs Association of Professional Firefighters, Local 15, hereinafter referred to as the Union.

It is the intent and purpose of this contract to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Nothing in this contract shall be construed as waiving rights that have historically, traditionally, and by past practice been enjoyed by sworn firefighters in regard to matters which are mandatory subjects of bargaining, with the understanding that none will interfere with the performance of duties.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for public employees within the following unit:

Permanent, full-time members of the Fire Department, excluding Fire Chief, Assistant Fire Chiefs, civilian employees, casual employees, temporary employees, and those employees identified under the provisions of Section 4 of the Public Employment Relations Act and PERB Case Number 218 in 1975**.**

ARTICLE 2

UNION ACTIVITY

Section 1 – There shall be no discrimination, interference, restraints, or coercion by the employer against any employee for their activity on behalf of the members of the bargaining unit, or membership in the Union, nor will the City encourage membership in another union.

Section 2 – The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 3

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in this agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Iowa and the City's ordinances. These rights, powers, and authority include, but are not limited to, the following:

1. Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City.

2. The Union recognizes the exclusive right of the City to establish reasonable work rules, except as limited by or is in conflict with this agreement.

3. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirement of municipal employment and the public interest, as long as such scheduling complies with FLSA and is consistent with the specific provisions of this contract.

4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties be performed by the employee.

5. The City reserves the right to discipline or discharge for proper cause.

6. The City reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful or unproductive.

7. City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed, consistent with the FLSA and this agreement.

8. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting is vested by the City.

9. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

10. The City retains the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this contract.

11. The location, establishment and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations and the closing and discontinuance of same are rights vested in the City.

12. The City shall have the right to establish, implement, change, modify, adjust and discontinue any process, technique, method, means of providing public service or distribution of the same and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.

13. The City shall have the right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the agreement.

14. The City shall have the right to create, establish, change, modify, and discontinue any City function, operation and department.

15. The City reserves the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel.

16. The City reserves the right to determine, establish, set, and implement policies for the selection, training, and promotion of employees, consistent with the provisions in this agreement.

17. The right to determine, effectuate, and implement the objectives and goals of the City vests in the City.

ARTICLE 4

HOURS

1. The work schedule is a regular reoccurring cycle of nine (9) consecutive twenty-four (24) hour periods. It may begin on any day of the week and need not be the same for all shifts and all employees. Once established, an employee's work cycle may not be changed unless the change is intended to be permanent, except as otherwise provided in Section 7 of this article.

2. Hours worked include all time any employee is required to be on duty or on the employer's premises, or at a prescribed workplace and all time during which he is required to work.

3. Twenty-four (24) consecutive hours on duty shall constitute a duty tour. Employees scheduled to work on a regular duty tour shall have a regular starting and quitting time.

4. Twenty-four (24) hour tours of duty commencing at:

7:00 a.m. – 7:00 a.m. Day one – shift one works
7:00 a.m. – 7:00 a.m. Day two – shift one off duty
7:00 a.m. – 7:00 a.m. Day three – shift one works
7:00 a.m. – 7:00 a.m. Day four – shift one off duty
7:00 a.m. – 7:00 a.m. Day five – shift one works
7:00 a.m. – 7:00 a.m. Day six – shift one off duty
7:00 a.m. – 7:00 a.m. Day seven – shift one off duty
7:00 a.m. – 7:00 a.m. Day eight – shift one off duty
7:00 a.m. – 7:00 a.m. Day nine – shift one off duty

Repeating schedule, averages 56 hours a week over the year.

5. The work schedule for employees assigned to a forty (40) hour work week shall be established by the Fire Chief. A 30-minute paid, working lunch period shall be established at the Chief's discretion.

6. For employees assigned to the 24-hour workday, the employee's hourly rate of pay for purposes of overtime compensation and the calculation of benefits paid on an hourly basis shall be computed by dividing the bi-weekly wage by 106. The City's hourly rate of pay for employees working a forty (40) hour per week work schedule shall be computed based on a forty (40) hour work week.

7. One firefighter (with least seniority) shall be assigned to the position of roving firefighter. This position has the duties and responsibilities of a firefighter and is differentiated by the work hours assigned. A firefighter assigned to the roving position shall not have a permanent work cycle, but said schedule shall be assigned by the Fire Chief or their designated representative. Shift changes shall be presented to the roving firefighter five days prior to assignment. The rover assignment will continue for as long as the number of positions assigned to the firefighter rank is not evenly divisible by three (3).

ARTICLE 5

OVERTIME

The parties recognize the overtime standards of the FLSA are different from this contractual provision. Examples of how the FLSA is applied to Fire Union employees is contained in Appendix B of this contract.

Both Same Day Overtime and Prior Notice Overtime will be issued in accordance with Council Bluffs Fire Department Standard Operating Procedure (SOP) #114. See Appendix C.

ARTICLE 6

ACCESS TO RECORDS

Employees shall have access to their own personnel records upon request during normal City Hall working hours.

ARTICLE 7

SENIORITY

The seniority of employees covered by this agreement is set forth under the provisions of Section 400.12 of the Iowa Code.

ARTICLE 8

BULLETIN BOARDS

The City agrees to provide space in the firehouse and administration building for Union bulletin boards which shall be properly maintained by the Union and used for the following notices:

- Union Meetings
- Union Elections
- Reports of Union Committees
- Rulings or policies of the International Union
- Recreational and Social Affairs of the Union

The Union agrees that there shall be no other general distribution or posting by the Union or employees upon City property provided, however, the Fire Chief may permit other material not provided for above at his discretion to be posted or distributed. The material posted shall not contain anything political, or anything reflecting upon the City, any of its employees, or any other labor organization of City employees.

ARTICLE 9

WORK STOPPAGES

Section 1.

The Union agrees that neither it nor any of its officers or agents will instigate, condone, authorize, or participate in any work stoppage, strike, slowdown, picketing, boycott, limitation of production or any other action which will interrupt or interfere with the operations of the City.

Section 2.

The City agrees that it will not engage in any lockout of its employees as a result of a labor dispute with the Union.

Section 3.

In the event an employee or employees covered by this agreement cause, instigate, or participate in any work stoppage, strike, slowdown, picketing, boycott, or any other action of the City, the Union agrees that it shall take immediate affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the City.

ARTICLE 10

EDUCATIONAL BENEFIT

Section 1 – College Incentive Pay

For employees hired on or before June 30, 1999, the following benefit shall apply:

The City will pay one (1) dollar per semester credit hour, per month, for all satisfactorily completed credit grades of "C" and above, and in excess of 12 semester credits to a maximum of $110 per month. The City will pay for courses only within City approved programs. All individuals having between 13-18 semester credits shall relinquish the educational benefit after two (2) years if they haven't satisfactorily continued in an approved program and completed in excess of 18 semester credits.

Employees hired after June 30, 1999, shall not be eligible for the benefit provided in the section. These employees shall be eligible only for tuition Reimbursement as provided in Section 2 of this article.

Section 2 – Tuition Reimbursement

Employees shall be eligible to apply for tuition reimbursement in accordance with the City's Personnel Policy on Tuition Reimbursement implemented on 08/26/2024 (appendix D). Such reimbursement shall be limited to courses approved by the Fire Chief, which are applicable to the City's Emergency Medical Services Fire Technology and other degrees related to the fire service. No reimbursement will be provided for courses eligible for payment under Section 1 above.

Employees who are receiving payment under Section 1, College Incentive Pay, can request approval for tuition reimbursement for hours that would be eligible under Section 1. However, once such a request is approved, the employee shall no longer be eligible for any additional payment under Section 1 over and above the payment being received as of the date approval of such a request is given. The employee shall be eligible to continue any payment in effect at the time the approval is made.

In addition to the tuition reimbursement described in this section the cost of required books shall also be eligible for reimbursement.

ARTICLE 11

SUBSTITUTING TIME

Up to a maximum of fifteen (15) times per contract year, employees may be permitted to secure an employee with the same qualifications to substitute for them subject to the approval of their immediate supervisors. Additional trades shall be granted for the purpose of accommodating the educational activities, required union activities, civic duties, and family illness or injury with the understanding that such trades will not interfere with the proper training of fire personnel.

The employee substituting shall be responsible to work the scheduled day. If the substituting employee is unable to work the trade day for any reason, the substituting employee shall be responsible for reimbursing the City the full overtime wage cost incurred by the City in obtaining a replacement for them. Should the employee who requested the trade be unable to work the agreed repayment trade day, this employee shall be responsible for reimbursing the City the full overtime wage cost incurred by the City in obtaining a replacement for them. However, an employee whose trade time is scheduled for less than an entire work day will not be relieved from duty until the employee who has agreed to substitute arrives to work the trade time.

Any such request for substitution shall be signed by both employees and shall be turned into their immediate supervisor a minimum of four hours prior to the trade time taking place. The request shall be approved by the company officer and the shift Assistant Chief of the employee requesting trade time. The trading of time is done for the convenience of the employees**.** The employer is in no way liable for any increase in cost which may result from any such trade.

ARTICLE 12

MISCELLANEOUS LEAVES

Section 1 – Court Leave

A. An employee who is required to serve as a witness or juror in Federal, State, County, or City court or as a litigant in a case resulting directly from the discharge of his duties as an employee shall be granted court leave with full pay to serve in that capacity. However, when the employee is testifying in other litigation to which the employee is a part, the employee shall not be granted court leave, but may use vacation time, trade time, or be granted leave without pay for the length of such service.

B. When an employee is summoned to provide testimony before any Court of law, administrative Agency, or other governmental body as a result of a work-related incident, leave shall be granted to the employee, or the employee shall be compensated for the time spent at the applicable rate. It is the responsibility of the employee to notify the Chief or Assistant Chief in writing, immediately upon receipt of such summons to be eligible for this benefit. Every effort shall be made to schedule this during the employee's working time. If it is not possible, the employee shall be paid their overtime

rate for the time spent or shall be paid a minimum of two and one-half (2 ½) hours at the employee's overtime rate.

C. Procedure: An employee who is called for witness or jury duty shall present to their supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.

D. Fees: No employee shall receive witness fees paid from their employer's funds.

Section 2 – Union Business

A. Members of the Union selected by the Union to participate in any other union activity may be granted a leave of absence, without pay, at the request" of the Union. A leave of absence for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon the request of the Union.

B. Up to four (4) members of Local #15 will be paid for contract negotiations with the City when negotiations are held during the member's normal duty schedule.

C. One (1) member of Local #15 will be allowed time-off up to three (3) duty tours with pay to attend the International Association of Firefighters bi-annual convention.

D. Up to two (2) members of Local #15 will be allowed time-off up to two (2) duty tours each, with pay, to attend the Iowa Association of Professional Firefighters annual convention.

E. The Fire Chief shall be notified in writing no less than ten (10) days prior to the anticipated absence for items C and D above.

F. Up to two (2) members of Local #15 shall be allowed up to two hours each with pay, per session, to represent members of the bargaining unit for Civil Service meetings, Civil Service hearings and grievance procedures.

Section 3 – Emergency Leave

In the case of an emergency, as determined by the shift supervisor, an employee may be granted up to two (2) hours off duty with pay.

Section 4 – Military Leave and Vote Time

Military Leave shall be provided as set forth in the Personnel Policies, 707:1. Vote Time is governed by the Code of Iowa, Chapter 49.109.

ARTICLE 13

VACATION

Section 1 – Eligibility and Allowance

All eligible employees shall accrue annual paid vacation according to the following schedule:

Service Period	Accrual Rate	Maximum Accrual	Cash-out Maximum
0 to 6 years	144 hours per year	288 hours	288
6 to 13 years	216 hours per year	432 hours	360
13 to 19 years	288 hours per year	504 hours	432
Over 19 years	360 hours per year	576 hours	504

Employees assigned to a 40-hour work week shall accrue annual paid vacation according to the following schedule:

Service Period	Accrual Rate	Maximum Accrual	Cash-out Maximum
0 to 6 years	80 hours per year	160 hours	160
6 to 13 years	120 hours per year	240 hours	200
13 to 19 years	160 hours per year	280 hours	240
Over 19 years	200 hours per year	320 hours	280

Employees shall be eligible to use vacation only after completion of the probationary period (12 months).

Section 2 – Adjustment for Change in Work Schedule

Any employee who is transferred from a 56-hour work schedule to a 40-hour work schedule shall have their vacation accumulation adjusted by dividing their 56-hour accumulation by 72 and multiplying the result of this calculation by 40. In the case of an employee transferred from a 40-hour work schedule to a 56-hour schedule, the vacation accumulation shall be adjusted by dividing the 40-hour accumulation by 40 and multiplying the result of this calculation by 72.

Section 3 – Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employees' regular job on the date immediately preceding the employee's vacation period.

Section 4 – Vacation Choice (56 Hours Personnel)

Vacation periods are to be granted and scheduled by each Assistant Chief, taking into consideration the shift's work units, workload, and the employee's request and seniority. By December 1, the Assistant

Chiefs shall begin contacting members of their respective shifts, in order of seniority, for the purpose of selecting their vacation choices. Each employee, in order of seniority, shall denote their choice of vacation period to the Assistant Chief. The Assistant Chief shall contact the next ranking employee by seniority until all have denoted their choices. Employees can select one day or up to their full annual accrual amount as long as they are taken consecutively. Consecutive vacation selections, regardless of the number of days, will count as one vacation selection. All employees must have made their choices by December 15, or forfeit their seniority rights for the purpose of choosing vacation periods. The employee can commit any portion of their accrued leave up to their total annual accrual during this process. An employee who has bid a vacation period may decide not to utilize this vacation pick (including optional vacation day provided for in Section 5) by notifying the Chief in writing by the middle day of the previous set in which the vacation is going to occur.

Section 5 – Optional Vacation Day

After completing the process in section 4, the Assistant Chief will once again contact members of their respective shifts, by seniority, for the purpose of selecting an optional vacation day. Employees who have or can be expected to have accrued vacation may choose a work tour as an optional vacation day provided that the selection will not result in more than five (5) employees on vacation. An employee who does not wish to utilize the original optional vacation day choice may change it to another day provided that it does not result in more than five (5) employees on vacation that day.

Section 6 – Use of Accrued Vacation

During the year, employees may use accrued vacation in 24 increments starting at 7:00 a.m. or in 12-hour increments starting at either 7:00 a.m. or 7:00 p.m. provided that, at the time of selection, there was an opening in one of the first four vacation slots. The request must be submitted to the Chief by the middle day of the previous set in which the vacation is going to occur.

In cases where two absence requests are received the same day, preference will be given to the most senior employee based on seniority.

Section 7 – Vacation "Sell Back"

An employee who has accrued 50% of the employee's total accrual limitation by October 1 and/or April 1 of each year shall have the option to "sell back" up to 72 hours of their vacation accumulation. Reimbursement will be made on an hour for hour basis and payment shall be made on the first pay day in December and/or the first pay day in June.

Forms will be provided at each station and the completed form must be submitted to the Fire Chief no later than 5:00 p.m., October, 15 and/or 5:00 p.m. April 15. It shall be the sole responsibility of the employee requesting reimbursement to submit the request form in a timely manner.

Section 8 – Posting

By January 1 the vacation schedule for the upcoming vacation period shall be posted.

Section 9 – Notice Upon Termination

An employee who leaves the employment of the City in good standing, after having given two (2) weeks' notice of such termination of employment, shall be compensated for vacation leave earned and accrued to the date of separation.

Section 10 – Shift Transfer

Employees transferred from one shift to another shall have their vacation rescheduled as close as possible to the original date selected. Employees transferring from a 40-hour assignment to a 56-hour assignment shall be allowed to pick vacation from the dates available on the shift to which they are being assigned at the time of the transfer. The employee shall be allowed to pick an optional day at the time of the vacation pick. An employee whose transfer is approved but not effective prior to November 1 shall be allowed to pick vacation with the employee's prospective 56-hour shift.

Section 11 – Schedule Change

If vacation time is left open after all vacations, including the optional vacation day, have been picked, an employee shall be granted a vacation change in order to take advantage of the opening by submitting a written request to the Assistant Chief. Vacation openings created by the operation of this section shall be posted and filled by seniority among those requesting such time.

Section 12 – Vacation Grant

Vacation periods are to be granted and scheduled by the City so that at least four (4) employees may be on vacation during each vacation period during the year. Vacation leave must be charged as used. All vacation leave must be approved by the Department Head in advance of the leave and filed in the prescribed manner on a City absence report and leave request.

No more than three employees being paid as a paramedic will normally be allowed vacation time off at the same time. If the number of employees with paramedic certification is 13 per shift, up to four paramedics will be allowed to take vacation on the same day.

Section 13 – Accrual Limitations

Total accrued but unused vacation for an employee shall not at any time exceed the Maximum Accrual as shown in Section 1 of this article. Once an employee's total accrued vacation is equal to the employee's accrual limit, accrual of vacation will stop. Vacation accrual will resume when the employee has utilized enough accrued vacation to allow for vacation accrual at their regular rate of accrual. Any vacation accruals lost to the employee because of this section are not recoverable by the employee.

Upon separation the maximum number of vacation hours that will be paid upon termination is shown in Section 1, Cash-Out Maximum.

The above provision notwithstanding, all employees hired on or before December 31, 2001 shall be considered "grandfathered" and allowed to accumulate twice their accrual rate in all service periods and cash-out up to twice their annual accrual rate.

Section 14 – Vacation Utilization

Employees will only be allowed to take a vacation when, at the time of the leave, they have adequate accrued vacation to cover the duration of the leave. Vacation picks notwithstanding, no vacation leave request will be approved if it will result in the employee utilizing more vacation than the employee has accrued at the time of the leave.

Should an instance occur where an employee has inadvertently received more vacation leave than the employee has accrued, the amount of vacation used in excess of that accrued will be charged to future accruals. If the employee is terminating, the value of the vacation leave in excess of accruals will be deducted by the City from the employee's final paycheck.

Section 15 – Seniority

Seniority as used in this article shall be based on the total length of service as a sworn firefighter.

Section 16 – Vacation payout

In the event of an employee's death, the employee's accrued vacation hours must be paid to the employee's estate or personal representative, or in accordance with state law.

ARTICLE 14

SICK LEAVE

Section 1 – Definition

Sick leave is leave granted for non-service-connected injury or illness which prevents an employee from performing their duties. No such leave shall be granted for injuries or illness connected with service for another employer, when that service was within the coverage of such an employer's worker's compensation.

Section 2 – Eligibility

Permanent full-time employees shall be eligible to use sick leave beginning the first day of employment.

Section 3 – Utilization

Employees will accrue sick leave at the rate of twenty-four (24) hours of sick leave per month worked and sixteen (16) hours per month for 40-hour employees. Unused sick leave will be permitted to carry

over from one year to the next; however, at no time shall total accumulated sick leave exceed 1440 hours for 56-hour employees and 1040 for 40-hour employees except as provided in Section 5.

Employees hired on or after July 1, 2024, will be credited with 360 hours of sick leave upon employment and will accrue sick leave at the rate of twenty-four (24) hours of sick leave per month worked to a maximum of 1440 hours of sick leave and shall be subject to the provisions made in the above paragraph.

At the discretion of the Fire Chief, vacation or other paid leave may be used in the event of illness only after all sick leave has been used.

Section 4 – Alternative Duty Assignments

An employee whose illness or injury renders them unable to perform their regular duties may be assigned to a temporary alternative duty assignment if such assignment can be safely performed within the employee's limitations. The City reserves the right to change an employee's regular work schedule to accommodate a temporary alternative duty assignment.

The procedures for administering alternative duty are contained in the Fire Department's SOP manual, SOP #119. No changes will be made to this SOP without mutual agreement by the Fire Department and union.

Section 5 – Family Illness

Employees shall be granted up to 72 hours sick leave (or up to 32 hours of sick leave for employees assigned to a 40-hour work week) for illness or injury in the immediate family unless extended by the Fire Chief. Immediate family shall mean the employee's spouse, parents, grandparents, children, brother or sister, step parents, and step children.

56-hour employees are eligible for an additional (72) hours of sick leave designated for paternity leave/bonding time. After these 144 hours of leave are exhausted, the employee is eligible to take vacation leave. 40-hour employees are eligible for an additional 40 hours of sick leave designated for paternity leave/bonding time.

Section 6 – Catastrophic Family Illness

In the event that an employee has been approved for a leave of absence under the Family Medical Leave Act for the purpose of providing medical care to the employee's child, spouse or parent, the following provisions for obtaining paid leave for some or all of the approved leave shall apply:

1. The employee will be required to utilize up to 100% of their accumulated vacation leave. The restrictions on vacation usage in Article 14, Sections 4, 5, 6, 11, and 12 shall not apply.

2. An employee who utilizes all their vacation accumulation may request to use hours accumulated Perfect Attendance pay as paid leave.

3. After the paid leaves described above have been utilized an employee may use trade time. If necessary, the 15-tour trade limitation provided in Article 12 shall be waived.

4. Other union employees may, on a voluntary basis, contribute vacation leave to the employee on leave on an hour for hour basis to allow the employee to be absent with pay. The total of such contributions shall be limited to the same number of hours of trade time utilized in number 3 above. If this option is utilized it shall be the responsibility of the union to provide the City with a list of employees whose vacation accumulations will be debited, the dates of leave for which each contribution is intended, and written authorization from each employee contributing such vacation leave.

Section 7 – Reporting of Sick Leave

The employee or a member of the employee's household shall notify the officer on duty in charge of the employee's assigned unit prior to the scheduled reporting time. No sick leave shall be granted to an employee who fails to notify the supervisor prior to the beginning of the work shift. Immediately upon return to work, the employee shall submit a leave form to their supervisor.

Section 8 – Medical Statement

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

a. For the purpose of verifying illness or injury, or
b. Certifying the employee as able to return to work in the position held prior to the illness or injury.

Section 9 – Medical Examination

The employer may require a medical examination from a City physician. If the employee's treating physician who has indicated the employee is fit to return to duty and the City's physician disagree on the employee's capability of returning to normal duty the physician retained by the City is obligated to confer with the employee's treating physician in an attempt to reach consensus about an employee's ability to return to work. In the event that after such conference the City refuses to return the employee to normal duty based on the advice of its physician the Union may file a grievance under article 24 of this agreement, and the arbitrator will be allowed to determine whether a preponderance of the medical evidence establishes that the employee is or is not capable of returning to normal duty.

Section 10 – Abuse or Fraud

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

Section 11 – Perfect Attendance Bonus Pay

After the completion of six (6) months continuous employment, an employee shall be eligible for 12 hours pay at the 56-hour rate for each calendar quarter for which the employee records perfect attendance, (exclusive of absence due to on-the-job injuries, jury duty and funeral of immediate family members). Payment shall be made on the last payday in July. Employees assigned to the 40-hour work schedule shall be paid for this benefit at the rate of 8 hours pay at the 40 hour rate for each calendar quarter of perfect attendance as defined above.

Section 12 – Sick Leave Accumulation Converted to PEHP Contribution

Part 1:

Employees who reach their maximum sick leave accumulation (1440 for 56-hour employees and 1040 for 40-hour employees) will be allowed to accrue additional sick leave. The City will convert this additional sick leave accumulation to a cash amount that will be contributed to their PEHP plan for Health Insurance Premium Reimbursement on the employee's behalf. This contribution will be made no later than January 31 of each year.

The amount that the city will contribute to this plan shall be calculated as follows:

1. From each employee's sick leave accumulation as of the ending date of the second payroll in December the normal sick leave maximum will be subtracted (1440 for 56-hour employees and 1040 for 40-hour employees).

2. The remaining hours from step 1 will be multiplied by 0.25 (25%) of the employee's contractual hourly rate as of the ending date of this payroll. If the employee voluntarily participates in the WFA program, the PEHP contribution increases to 0.30 (30%).

3. The City shall provide each employee with an electronic statement of the total amount deposited into the PEHP account in January after the deposits have been made.

No payment will be made upon termination under this section, except in the case of medical disability or death.

Part 2:

Upon Regular Retirement, not a disability retirement, an employee shall receive a contribution into their PEHP account equal to their accumulated sick leave balance more than 965 hours (700 hours for 40-hour employees) multiplied by 0.20 (20%) of the employee's contractual hourly rate at the date of retirement. Maximum hours available shall be 475 for 56-hour employees and 340 for 40-hour employees. Employees who receive this benefit upon retirement shall not be entitled to the contribution under Part 1 for the year of their retirement.

Section 13– Pregnancy

Time off due to an employee's inability to perform her regular duties due to pregnancy and recuperation from delivery shall be treated under all contractual articles and applicable Personnel Policies the same as any other illness or injury from which the employee is expected to recuperate and return to full duty (Sick Leave, Leave of Absence Without Pay, Family Medical Leave Act).

However, consistent with the Medical Requirements for Firefighters and information for Fire Department Physicians, Section 9.18 an employee who is pregnant will, upon the employee's request, be voluntarily reassigned to an alternative 40-hour position involving duties that are non-hazardous. Such temporary assignment shall continue until the earlier of (1) the date of delivery; or (2) the date the employee is certified by her physician as unfit to continue in such assignment; or (3) the date the employee elects to discontinue such assignment. At the time the request for reassignment is made a doctor's certificate verifying the pregnancy and providing the employee's projected due date shall be required.

ARTICLE 15

FUNERAL LEAVE

In the event of a death in the immediate family of an employee or an employee's spouse (mother, father, sister, brother, spouse, son, daughter, step parents, half-brother, half-sister, or step-children, grandparents, and grandchildren), the employee shall be granted up to 48 hours absence with full pay to make household adjustments, arrange for services, or attend funeral services.

The Chief may grant 24 additional hours off for any of the family listed in the paragraph above. If the employee granted such additional leave has accumulated sick leave, such accumulation shall be charged on an hour for hour basis for the additional hours off. If the employee has not accumulated sick leave, then the additional leave shall be charged to accumulated vacation or shall be without pay.

The Chief may grant 24 hours of vacation leave for the death of a loved one not listed in the first paragraph.

Employees assigned to a 40-hour work schedule shall be eligible for up to three (3) days of funeral leave under the conditions set forth in this article. The Chief may grant up to two (2) additional days off.

If the employee granted such leave has accumulated sick leave, such accumulation shall be charged on an hour for hour basis for this purpose. If the employee has no accumulated sick leave, then the additional leave shall be charged to accumulated vacation or shall be without pay.

ARTICLE 16

HOLIDAYS

The City shall allow each eligible employee (after completion of the probationary period) working a regular 24-hour shift paid holidays, totaling 120 hours, provided an employee shall have worked 75% of the number of hours available, exclusive of time off resulting from on-the-job injury or catastrophic illness to them during the contract year. An additional 12 hours of holiday pay (for a total of 132 hours) will be provided to employees in lieu of receiving a casual day. Holiday routine shall be recognized for those City holidays as identified below:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve*
Christmas Day
And any specially designated holiday given to other City employees.

Payment shall be made on the last payday of June of each year at the employee's regular hourly rate.

In lieu of the above provision, employees assigned to a 40-hour work week shall be granted one day's holiday leave with pay for each holiday observed by the Fire Department 40-hour administrative staff. The number of hours of leave given shall be commensurate with the number of hours worked during their currently assigned workday. When a holiday falls on the employee's regular day off, another day immediately before or after as determined by the Chief will be considered the holiday for that employee. If called back to work on such a holiday, the employee shall be paid two (2) times the regular hourly rate for all hours worked.

* When Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday, it will be observed as a holiday. When Christmas Eve falls on Friday, Saturday, or Sunday eligible employees shall receive a floating holiday in lieu of the Christmas Eve holiday. The floating holiday must be taken in the same fiscal year it is earned.

ARTICLE 17

LEAVE OF ABSENCE WITHOUT PAY

Leave without pay may be granted to an employee for any good cause when it is in the best interest of the City service to do so. The employee's interests shall be considered when their record of employment

shows them to be of more than average value, and it is desirable to retain the employee even at the expense of some sacrifice on the part of the City. Leaves of absence without pay, except in the case of disciplinary leaves, should be considered as a privilege, and the best interest of the department and the City service must be the determining factors in whether such a leave is granted. The Mayor may grant an employee leave without pay for a specified time not to exceed one (1) year and may extend the period of leave if it would be in the best interests of the City to do so. Any appointment made to a position vacated temporarily by an employee on leave without pay shall be conditional upon the return of the employee on leave.

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the classification held prior to the leave.

2. Vacation credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement (or merit increases if in excess of thirty (30) calendar days).

4. Leave without pay for more than thirty (30) days during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete their probationary period on their return from leave.

5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.

6. A formal request shall be submitted to the Mayor through the Fire Department when a leave without pay is desired.

7. For a leave of more than thirty (30) calendar days, the employee shall be responsible for the full payments necessary to continue any benefits. Such payments shall be made in advance and arrangements be made through the Finance Director.

ARTICLE 18

INSURANCE

Section 1 – Health Insurance

The City shall maintain a group health insurance plan for eligible employees with the City paying the entire accrual rate established by the plan administrator except for the amount specified as the employee contributions.

EMPLOYEE CONTRIBUTION FOR HEALTH INSURANCE

Effective July 1, 2025	Effective July 1, 2026	Effective July 1, 2027
All levels of coverage 10% Accrual Rate in effect 6-30-2025	All levels of coverage 10% Accrual Rate in effect 6-30-2026	All levels of coverage 10% Accrual Rate in effect 6-30-2027

The accrual rate will remain 10% through the end of this contract on June 30, 2028.

The out-of-pocket maximum on health insurance shall be $1,250/$2,500.

All other health benefits shall be paid in accordance with the Comprehensive Medical Benefits plan. An overview of medical benefits is provided in Appendix E.
Before any new group health insurance plan is implemented, proposals based on essentially equivalent specifications are to be secured. Specifications are to be set by the City. The Union may participate with the City in establishing the specifications.

If an employee or their dependents do not enroll in the City provided health plan at the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the health insurance carrier on the basis of underwriting policy. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

A prescription drug card will be provided under the health plan with the following co-payments:

a. $ 0.00 co-payment for a 30-day generic prescription (tier 1)
b. $15.00 co-payment for a 30-day preferred brand prescription (tier 2)
c. $ 30.00 co-payment for a 30-day non-preferred brand prescription (tier 3)
d. Specialty drugs will be provided through the drug card program with an $85 copayment for a 30-day prescription.

e. Employees purchasing prescription drugs through the mail order program will pay the applicable copayment listed above multiplied by 2 for a 90-day supply.

Section 2 – Life Insurance

All eligible employees shall receive after thirty (30) days of employment, a $50,000 Double Indemnity Life Insurance policy carried by and through the City.

Section 3 – Dental Insurance

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for employee and dependent coverage.

Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under. If an employee or their dependents do not enroll in the City provided dental plan at the time it is offered or the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the dental carrier on the basis of underwriting policy.

Section 4 – Eye Care

The City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits there under.

Section 5 – Benefits Committee

The City agrees to form a Public Safety Benefits Committee that shall be comprised of two (2) members from the Fire Union, two (2) members from the Police Union, and the Director of Human Resources, whose purpose will be to evaluate and analyze various available health insurance (medical, dental, vision, and life insurance, and prescription drugs) options. The Benefits Committee will meet during the second or third week of January to review proposals and recommendations on an annual basis. The Committee will meet again to decide before the end of February. Benefits will remain unchanged unless a consensus is reached among the committee members to make a change.

The Public Safety Benefits Committee may designate a person to attend the IGHCP annual board meeting along with the Director of Human Resources. That person, if scheduled to be on duty, will be given time off to attend the one-day annual IGHCP meeting.

ARTICLE 19

PHYSICAL EXAMS

The City shall schedule physical examinations for approximately 1/2 of all firefighting personnel annually. Physicals shall include items prescribed by physicians designated by the City plus items that are mutually agreed upon by Union/Management.

Results of these physical exams shall be reported to the Fire Chief by the City physician in accordance with current edition of NFPA 1582, Standard on Medical Requirements for Firefighters and Information for Fire Department Physicians.

The City shall review the pricing and services at least every five (5) years, utilizing the City's policies and procedures for purchasing services.

ARTICLE 20

RATES OF PAY

Section 1. Acting Pay

An employee who is required to act in a position within the bargaining unit with a higher pay range than the position they normally hold (engineer, captain), shall be paid at the employee's current pay step in the pay grade established for the higher-level position. Such an employee shall be paid for all hours worked in the acting position. If the employee's current pay step does not correspond to a rate in the higher grade, the employee shall be paid at the lowest hourly rate established for the position. The calculation of the hourly rate for employees working a 40-hour work week shall be the bi-weekly rate established in the contract divided by 80.

Section 2. Acting pay for Assignments to the Assistant Fire Chief Position

An employee who is required to act as an Assistant Fire Chief shall be paid at the applicable hourly rate corresponding to the Fire Supervisory pay plan Grade 07, Step 1 for 56-hour employees and Grade 08, Step 1 for 40-hour employees for all hours worked.

The hourly rate for employees acting as a line Asst. Fire Chief (56-hour work week) shall be calculated as the bi-weekly wage established in the pay plan divided by 112.

Section 3. Calculation of bi-weekly Pay

For paycheck calculation purposes, the employee's annual pay shall be divided by 26.1 for each of the bi-weekly pay periods.

Section 4. Additional Pay for employees with special certifications

Employees in the rank of fire fighter, engineer, or captain who are certified by the state of Iowa as an EMT, AEMT, or paramedic will be paid in accordance with the attached pay scale subject to the following provisions:

1. Employees must submit proof of these certifications to the Fire Chief. The pay increase related to the certification will be effective at the beginning date of the next following FLSA 28-day period.
2. Employees who receive pay for these certifications must be willing and able to perform work that utilizes these additional skills, including overtime working assignments.

3. An employee will not receive the additional pay associated with EMT, AEMT or paramedic certifications in the following circumstances:

    A. The employee does not maintain the necessary skills and certification required.

    B. The medical director has determined that the employee's performance is not adequate.

    C. The employee no longer desires to be used in the EMT, AEMT, or paramedic capacity.

Section 5. Additional Pay for Employees Assigned to Hazmat Team

The provisions in this section are contingent on the establishment and existence of a regional hazmat team. The payment described below shall become effective on the first full pay period following the execution and initial payment of the regional hazmat contract that calls for service from the Council Bluffs Fire Department.

Employees officially designated as part of the Fire Department hazmat team shall be a stipend of $500.00 per year. Such payment shall be made on a bi-weekly basis.

Section 6 – Squad Stipend

All personnel serving a medic unit as the driver or Paramedic Specialist shall receive a stipend of 5% of the employee's base salary per hour.

Section 7 – Senior Firefighter Stipend

Employees in the ranks of Firefighter and Firefighter/Paramedic will be paid a stipend of $1,000.00 per year to be paid on a biweekly basis starting the first pay period after reaching 22 years of employment.

Section 8 – Bilingual Pay

Employees who are bilingual in either (1) English and Spanish, or (2) English and American Sign Language will be compensated at the rate of $25.00 biweekly provided that the employee is serving the

department in that capacity. To be considered bilingual, the employee must be able to communicate easily and naturally in both languages with equal or nearly-equal fluency.

ARTICLE 21

LONGEVITY

In addition to the approved pay plan, eligible employees shall receive longevity pay according to the following schedule:

After five (5) years of continuous service	$20.00 bi-weekly
After ten (10) years of continuous service	$30.00 bi-weekly
After fourteen (14) years of continuous service	$40.00 bi-weekly
After eighteen (18) years of continuous service	$50.00 bi-weekly
After twenty-two (22) years of continuous service	$60.00 bi-weekly
After twenty-six (26) years of continuous service	$70.00 bi-weekly

ARTICLE 22

UNIFORMS

The City will provide each new firefighter with the required firefighter uniform. The uniform shall consist of the following:

Jacket – (1)
Jacket liner – (1)
Long sleeve shirts – (3)
Short sleeve shirts – (3)
Work pants – (3)
Pair of socks – (3)
Pair of shoes – (1)
Job Shirt – (1)
Sweatshirts – (3)
T-shirts – (3)
Stocking cap (1)
Belt – (1)
Tie – (1)
Short sleeve coveralls – (1)
Long sleeve coveralls – (1)
Required patches, badge, insignias,
Braids
Class A Uniform (1)
Any other required items

Replacement of the above equipment will be by the City upon the Chief's determination of need.

The City will contribute $100 per year to each employee toward the cost of uniform maintenance, which shall be paid on the last payday in July.

The City agrees to purchase Class 'A' Uniforms for all employees. Said uniforms must be American and/or union made. Once the Class A uniform is issued, the employee shall be responsible for all maintenance and alterations to the Class A uniform. For any employees currently making payments on Class A uniforms, such payments will cease effective July 1, 2025.

The Union will purchase the custom buttons and patch for dues paying members.

Employees being paid as an EMT-P shall be reimbursed by the City up to $100 every two (2) years toward the purchase of a stethoscope for use on the job.

The employee shall be responsible for cleaning and making minor repairs. Upon leaving employment with the City, the employee shall be required to turn in all uniform items provided by the City.

The City shall also furnish and replace eye glass brackets for S.C.B.A. masks, bunker gear, helmets, boots and gloves. Employees may be reimbursed for approved claims in an amount determined by the Fire Chief for the repair or replacement of personal property damaged in the performance of duty, such as eyeglasses, watchbands, flashlights, etc.

ARTICLE 23

SEVERANCE

Upon termination, eligible employees shall be paid severance pay in the following amounts based on the employee's regular hourly rate of pay in effect at the date of termination, provided that employees who voluntarily resign or are discharged for cause shall not be eligible for this benefit. In the case of a service retirement, employees shall be required to provide two weeks written notice prior to the effective date of the termination to be eligible for severance. Employees hired on or after July 1, 2017, will not be eligible for severance pay if they voluntarily resign, are discharged for cause, or choose a service retirement.

	(For 56 Hour Employee)	(For 40 Hour Employee)
YEARS OF SERVICE	# HOURS PAID	# HOURS PAID
More than five (5) and less than ten (10)	112 hours	80 hours
More than ten (10) and less than fifteen (15)	168 hours	120 hours
More than fifteen (15)	224 hours	160 hours

ARTICLE 24

SETTLEMENT OF DISPUTES

Section 1 – Definition

A grievance shall be defined as a dispute or disagreement raised by an employee or by the union involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matter governed by the Civil Service Commission or Civil Service statutory provisions shall not be subject to the grievance procedure herein.

The employee shall have the right to union representation at all steps of the grievance procedure.

Section 2 – Procedure (reference to "days" shall mean calendar days)

Step 1: An employee or the Local, who has a grievance shall present their grievance in writing to their supervisor within fourteen (14) days of the occurrence or the date on which it first became known to the employee. The supervisor shall respond within fourteen (14) days in writing.

Step 2: Within ten (10) days after the decision in Step 1, or if no timely decision has been made, the Local or the employee shall then present the written grievance to the Fire Chief. The Chief, or their designated representative, shall respond in writing ten (10) days.

Step 3: Within ten (10) days after the decision in Step 2, or if no timely decision has been made, the Local or the employee shall then present the written grievance to the Mayor. The Mayor, or their designated representative, shall respond in writing within ten (10) days.

Step 4: Should the response of the Mayor not be satisfactory, the Local or the employee shall, within ten (10) days of the date that the Mayor's response was due, present a written request for arbitration to the Mayor. The parties shall promptly meet to agree on an arbitrator.

Step 5: Should the parties fail to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of seven (7) arbitrators, and by alternately striking names (a coin toss shall determine who shall strike the first name) an arbitrator will be selected.

Step 6: Expenses for the arbitrator's services and the proceedings, excluding transcript costs, shall be borne equally by the employer and the Union and/or employee. Each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, it shall be at that party's expense.

Step 7: Failure by an employee and/or the Union to comply with the time limitation set out in Step 1 of the grievance procedure shall be a bar to the filing of any grievance.

Section 3 – Authority of Arbitrator

The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties.

The arbitrator shall limit their decision strictly to the grievances submitted to them, which have been properly processed through the grievance procedure outlined in this article.

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

ARTICLE 25

PRINTING OF CONTRACT

The City and Union will sign off on two master copies of the labor agreement. Each party will keep a master contract from which copies can be printed and distributed as each party sees fit. The City shall make a copy of the contract available on the City's web site.

ARTICLE 26

UNION MANAGEMENT COMMITTEE

At the request of either party, a committee comprised of up to four (4) representatives of the employer (including the Chief) and four (4) representatives of the Union (including the President) shall meet at a mutually agreeable time to discuss procedures for avoiding future grievances, and to discuss health and safety matters in the Fire Department. In addition, the committee may discuss other issues

which would improve the relationship between the parties. However, no items shall be discussed that have not been pursued through the proper chain of command and/or through the proper department procedure.

ARTICLE 27

PERFORMANCE EVALUATION

Before the employer implements a formal performance evaluation, it is agreed that the Union will be offered an opportunity to negotiate regarding procedures for such a system to the extent provided under Chapter 20.9.

ARTICLE 28

PERFORMANCE STANDARDS

Recognizing the wage and benefit increases provided for in this agreement are of substantial nature, the Union hereby pledges for itself and all its members, the employees of the City, that they will perform their work effectively and efficiently to the best of their ability, and will cooperate in the introduction of such methods, techniques, and procedures of operation as the City may introduce or put into effect for the purpose of better and more effective operation to the end that the City Fire Department may increase the quality and efficiency of operation. It is further recognized that all articles of this agreement will remain contingent upon performance standards or norms that may be established and/or revised, notwithstanding the existence of prior performance levels, norms or standards and that such standards shall be developed by usual work measurement procedures and may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees, and those employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with City and departmental rules and regulations.

ARTICLE 29

JOB CLASSIFICATION

For the term of this contract, the City agrees that it will make no change in the job classifications which will have the effect of reducing the wages or fringe benefits of any employee whose basic duties are not substantially changed.

ARTICLE 30

SAVINGS CLAUSE

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

ARTICLE 31

WAGES

Effective 07/01/2025, employees will be paid in accordance with the pay plan as shown in Appendix A of the contract, which reflects an increase of 4.4%.

Employees assigned to a position that requires them to work a forty (40) hour per week work schedule shall be paid at a rate 5% higher than the base pay for their pay grade and pay step.

ARTICLE 32

CLARIFICATION OF NEGOTIATED LANGUAGE

In the event a dispute arises between the parties regarding the intent of language negotiated at the bargaining table, both parties agree that the Mayor or their designated representative and the appropriate union officials will meet to work out clarification, within seven (7) days of the date either party contacts the other of its desire to achieve a letter of clarification.

ARTICLE 33

DRUG TESTING

The employer shall have the right to conduct drug testing consistent with state and federal laws.

ARTICLE 34

TRANSFER PRIVILEGES

Employees will have the opportunity to request a transfer to a shift position vacated due to separation from employment, transfer to a 40-hour position, or promotion. The request must be in writing within the fourteen (14) day posting period and shall state the shift, station and apparatus assignment the employee requests to be assigned to.

Two (2) subsequent openings caused by awarding a requested transfer to an open position will also be posted but no more than three (3) openings will be posted per separation, transfer, or promotion. The position will be posted in each station for a period of fourteen (14) calendar days and will state the shift, station, and apparatus vacancy. If two (2) or more employees apply for the same opening, selection will be made by greatest time in rank of employees who first meet any required special certifications or training for the position. Once the open position is filled, all remaining transfer requests related to that position shall be invalid.

Any employee's request for a transfer may be denied based on the position requiring a special certification or training. Examples of special certifications or training would include but not limited to Paramedic (PM), hazmat technician, and specialized rescue training or certification.

Vacant positions may be temporarily filled by the Fire Chief by transfer or reassignment of personnel with least time in rank until the open position is posted and bid upon, including those transfers needed to equally distribute employees between the three (3) shifts.

Vacant forty-hour Captain, Engineer, and Firefighter positions will be posted for employees to express, in writing, an interest in the position. The Fire Chief will give consideration to employees requesting a transfer to a forty-hour position but reserves the right to place employees in the position other than those requesting a transfer, if the employee does not meet the requirements listed on the posting. If a forty-hour position needs to be filled and no request is received, personnel with the least time in rank shall be involuntarily transferred to that position for no longer than one (1) year. The involuntary transfer will be limited to personnel who have not previously worked in the position.

If the Chief is unable to grant a transfer request, they shall provide the employee with a written reason explaining why the transfer is denied.

Involuntary transfers for all ranks shall be based on qualifications and least time in rank regardless of whether the member has bid into their position or not. Bid positions are not immune from movement as shown in example in number 4 below.

Examples of reasons where a transfer request might not be approved include, but are not limited to:

1. Any employee's request for a transfer may be denied based on the position requiring a special certification or training. Examples of special certifications or training would include but not limited to Paramedic (PM), haz mat technician, and specialized rescue training or certification

2. To implement staffing changes related to squad rotations and to meet ALS staffing requirements for day-to-day operations.

3. To separate relatives that desire to work in the same station and/or apparatus.

4. Where necessary for a member to be awarded a bid request, there is not an equally qualified employee with less seniority available to move into the bidding employee's position. Voluntary

and involuntary forced movement will not occur to any employee senior to the employee requesting the transfer, provided they are in the same rank. However, a higher ranked employee with less seniority may displace a lesser ranked employee with more seniority through the bid process. An approved bid request may result in an employee being displaced from a previous bid position where the employee has less seniority, to satisfy the senior employee's bidding request.

ARTICLE 35

POST EMPLOYMENT HEALTH PLAN

The City shall maintain a Post-Employment Health Plan (PEHP) for employees through the City's plan provider. The City contribution to this plan shall be $40.00 per month.

Effective 07/01/2023, employees who complete the Wellness Fitness Assessment (WFA), see Article 37, will have an additional $10.00 per month contributed to the PEHP. It is the responsibility of the Fire Department to provide the City of Council Bluffs a list of employees who complete the WFA by June 30 of each year.

ARTICLE 36

ON-THE-JOB INJURY OR ILLNESS

An employee whose on-the-job illness or injury renders them unable to perform their regular duties may be assigned to a temporary alternative duty assignment if such an assignment can be safely performed within the employee's limitations. The City reserves the right to change an employee's regular work schedule to accommodate a temporary alternative duty assignment.

The procedures for administering alternative duty assignments are contained in the Fire Department's SOP manual; SOP #119. No changes will be made to this SOP without mutual agreement by the Fire Department and the Union.

In the event an employee is deployed on an Urban Search and Rescue (USAR) mission or call out and suffers an accidental injury or illness in the course of performing functions in the scope of that deployment, it is understood that said employee is an agent of the City of Council Bluffs, IA while under orders for said deployment.

ARTICLE 37

WELLNESS FITNESS ASSESSMENT (WFA)

The WFA offered to the employees on a voluntary basis, and mandatory for return to work as spelled out in the SOP covered by this agreement shall be done in accordance with this article and Fire Department Standard Operating Procedure #309 "Wellness Fitness Assessment". No revisions to SOP #309 shall be made without both parties to this agreement signing off approving any revision.

ARTICLE 38

ON CALL COMPENSATION

Section 1

Employees who accept an assignment to a specialty position understand that they may be placed on an availability list for call outs. Employees who are placed on an availability list, and can decline to report for unscheduled work, are not considered "on call" and will not receive any additional compensation. However, if an employee assigned to a specialty position works an unscheduled work assignment, they will be compensated for the actual work time at a rate of One and One-half (1 ½) times their base hourly rate for all the time actually worked and shall be guaranteed a minimum of Two and One-half (2 ½) hours of overtime pay.

Section 2

Employees who are directed by their command staff to be available for, and capable of responding to, an on-call assignment within a specific period shall be compensated at the rate of one (1) hour of straight time pay per day for weekday assignments and two (2) hours of straight time pay per day for weekends and holidays. If an employee is required to return to work while on call, they will be compensated for the actual work time at a rate of one and one-half (1 ½) times their base hourly rate and shall be guaranteed a minimum of two and one-half (2 ½) hours of overtime pay.

ARTICLE 39

LENGTH OF AGREEMENT

A three-year contract (3) with only base hourly wages open to negotiation for FY27/28 and FY28/29.

AGREEMENT

THIS AGREEMENT SHALL CONTINUE IN FORCE TO AND INCLUDING JUNE 30, 2028.

In witness whereof, the parties have caused this agreement to be signed by their respective representatives, and their signatures places thereon, all on this _____ day of _____, 2025.

CITY OF COUNCIL BLUFFS, IOWA

BY:_____

Brenda Norton
Director, Human Resources

_____

Matt Walsh
Mayor

COUNCIL BLUFFS ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 15

BY: _____

Randall Schroeder
President

_____

APPENDIX A

Effective July 1, 2025

56 HOUR

Grade 01	EMTB	Step	Annual	Hourly	OT
	Entry	4	$ 61,708.91	$ 22.3050	$ 33.4574
	6 months	5	$ 63,868.89	$ 23.0857	$ 34.6285
	1 year	6	$ 66,104.89	$ 23.8939	$ 35.8409
	2 years	7	$ 70,469.81	$ 25.4716	$ 38.2074
	3 years	8	$ 72,937.97	$ 26.3637	$ 39.5456
	4 years	9	$ 75,489.78	$ 27.2861	$ 40.9291
	5 years	10	$ 78,132.61	$ 28.2413	$ 42.3620
	6 years	11	$ 81,021.76	$ 29.2857	$ 43.9285
	10 years	14	$ 82,641.67	$ 29.8712	$ 44.8069
	14 years	16	$ 83,881.20	$ 30.3192	$ 45.4788

Grade 02	EMTP	Step	Annual	Hourly	OT
	Entry	5	$ 63,868.89	$ 23.0857	$ 34.6285
	6 months	6	$ 66,104.89	$ 23.8939	$ 35.8409
	1 year	7	$ 70,469.81	$ 25.4716	$ 38.2074
	2 years	8	$ 72,937.97	$ 26.3637	$ 39.5456
	3 years	9	$ 75,489.78	$ 27.2861	$ 40.9291
	4 years	10	$ 78,132.61	$ 28.2413	$ 42.3620
	5 years	11	$ 81,021.76	$ 29.2857	$ 43.9285
	6 years	12	$ 83,856.95	$ 30.3105	$ 45.4657
	10 years	15	$ 85,534.37	$ 30.9168	$ 46.3752
	14 years	17	$ 86,817.21	$ 31.3804	$ 47.0707

Grade 03	EMTB	EMTP	Step	Annual	Hourly	OT
	1 year	6 months	6	$ 71,074.18	$ 25.6901	$ 38.5352
	2 years	1 year	7	$ 75,767.72	$ 27.3866	$ 41.0799
	3 years	2 years	8	$ 78,420.35	$ 28.3454	$ 42.5182
	4 years	3 years	9	$ 81,165.35	$ 29.3375	$ 44.0063
	5 years	4 years	10	$ 84,006.27	$ 30.3644	$ 45.5466
	6 years	5 years	11	$ 87,111.50	$ 31.4868	$ 47.2302
	N/A	6 years	12	$ 90,161.15	$ 32.5892	$ 48.8838
	10 years	N/A	14	$ 88,854.85	$ 32.1170	$ 48.1755
	N/A	10 years	15	$ 91,964.16	$ 33.2409	$ 49.8613
	14 years	N/A	16	$ 90,187.57	$ 32.5987	$ 48.8980
	N/A	14 years	17	$ 93,343.20	$ 33.7394	$ 50.6090

Grade 05	EMTB	EMTP	Step	Annual	Hourly	OT
	1 year	6 months	6	$ 78,029.89	$ 28.2043	$ 42.3064
	2 years	1 year	7	$ 83,183.10	$ 30.0669	$ 45.1003
	3 years	2 years	8	$ 86,095.68	$ 31.1197	$ 46.6795
	4 years	3 years	9	$ 89,108.80	$ 32.2088	$ 48.3131
	5 years	4 years	10	$ 92,228.20	$ 33.3363	$ 50.0044
	6 years	5 years	11	$ 95,638.34	$ 34.5689	$ 51.8534
	N/A	6 years		$	$ 35.7789	$ 53.6684
	10 years	N/A		$	$ 35.2603	$ 52.8904
	N/A	10 years		$	$ 36.4945	$ 54.7417
	14 years	N/A		$	$ 35.7892	$ 53.6837
	N/A	14 years		$	$ 37.0419	$ 55.5628

40 HOUR

Grade 01	EMTB	Step	Annual	Hourly	OT
	Entry	4	$ 64,794.78	$ 31.0320	$ 46.5479
	6 months	5	$ 67,063.22	$ 32.1185	$ 48.1777
	1 year	6	$ 69,409.58	$ 33.2421	$ 49.8632
	2 years	7	$ 73,993.30	$ 35.4374	$ 53.1561
	3 years	8	$ 76,584.08	$ 36.6782	$ 55.0173
	4 years	9	$ 79,263.96	$ 37.9617	$ 56.9426
	5 years	10	$ 82,038.94	$ 39.2906	$ 58.9359
	6 years	11	$ 85,072.23	$ 40.7435	$ 61.1152
	10 years	14	$ 86,773.62	$ 41.5582	$ 62.3373
	14 years	16	$ 88,075.00	$ 42.1816	$ 63.2724

Grade 02	EMTP	Step	Annual	Hourly	OT
	Entry	5	$ 67,063.22	$ 32.1185	$ 48.1777
	6 months	6	$ 69,409.58	$ 33.2421	$ 49.8632
	1 year	7	$ 73,993.30	$ 35.4374	$ 53.1561
	2 years	8	$ 76,584.08	$ 36.6782	$ 55.0173
	3 years	9	$ 79,263.96	$ 37.9617	$ 56.9426
	4 years	10	$ 82,038.94	$ 39.2906	$ 58.9359
	5 years	11	$ 85,072.23	$ 40.7435	$ 61.1152
	6 years	12	$ 88,049.94	$ 42.1696	$ 63.2543
	10 years	15	$ 89,811.27	$ 43.0131	$ 64.5197
	14 years	17	$ 91,158.44	$ 43.6582	$ 65.4873

Grade 03	EMTB	EMTP	Step	Annual	Hourly	OT
	1 year	6 months	6	$ 74,627.65	$ 35.7412	$ 53.6119
	2 years	1 year	7	$ 79,556.34	$ 38.1017	$ 57.1526
	3 years	2 years	8	$ 82,341.94	$ 39.4357	$ 59.1536
	4 years	3 years	9	$ 85,223.46	$ 40.8158	$ 61.2237
	5 years	4 years	10	$ 88,206.61	$ 42.2445	$ 63.3668
	6 years	5 years	11	$ 91,467.70	$ 43.8063	$ 65.7095
	N/A	6 years	12	$ 94,668.57	$ 45.3394	$ 68.0090
	10 years	N/A	14	$ 93,297.98	$ 44.6829	$ 67.0243
	N/A	10 years	15	$ 96,562.34	$ 46.2463	$ 69.3694
	14 years	N/A	16	$ 94,697.45	$ 45.3531	$ 68.0297
	N/A	14 years	17	$ 98,010.58	$ 46.9399	$ 70.4099

Grade 05	EMTB	EMTP	Step	Annual	Hourly	OT
	1 year	6 months	6	$ 81,931.86	$ 39.2394	$ 58.8590
	2 years	1 year	7	$ 87,342.29	$ 41.8306	$ 62.7459
	3 years	2 years	8	$ 90,400.93	$ 43.2954	$ 64.9431
	4 years	3 years	9	$ 93,565.01	$ 44.8109	$ 67.2163
	5 years	4 years	10	$ 96,839.73	$ 46.3792	$ 69.5688
	6 years	5 years	11	$ 100,419.61	$ 48.0936	$ 72.1405
	N/A	6 years		$	$ 49.7776	$ 74.6664
	10 years	N/A		$	$ 49.0560	$ 73.5840
	N/A	10 years		$	$ 50.7733	$ 76.1599
14 years		N/A		$	$ 49.7918	$ 74.6877
N/A		14 years		$	$ 51.5349	$ 77.3023

FAIR LABOR STANDARDS ACT AFFECT ON FIREFIGHTERS

The Fair Labor Standards Act (FLSA) became applicable to cities on April 5, 1986. Prior to this time the City had a labor contract with employees which spelled out the regular hours of work, the pay employees would receive for their regular hours of work, and payment for contractual overtime hours. The following is an outline of the information provided to all affected employees explaining how FLSA would affect the contractual provisions. The examples used have been updated to reflect current pay rates and current contractual provisions. The intent of this summary information is to help employees understand pay calculations; it is not intended to make any changes in how pay is calculated.

1. Provisions of the FLSA
   - A. Minimum Wage
   - B. Child Labor laws
   - C. Overtime Compensation

2. "7k" Exemption for firefighters
   - A. Allows cities to establish a work period that is at least 7 and no more than 28 days
   - B. FLSA sets a 53 hour work week standard
   - C. Council Bluffs Fire Department has established a 28 day work period beginning Saturday at 7:00 a.m. on April 5, 1986
   - D. FLSA overtime provisions for firefighters: time and one-half the "regular rate" for all hours worked over 212 in the 28 day work period.

3. In some respects the City's contractual policies on overtime are <u>better</u> than FLSA.
   - A. Overtime is earned for all hours beyond regular shift
   - B. City contract counts paid leave as hours worked, but FLSA only counts the actual hours worked.

4. In some respects the City's benefits are <u>less</u> than FLSA.
   - A. The City's overtime threshold is an average of 56 hours a week; the FLSA is 53 hours per week.
   - B. FLSA includes certain forms of compensation as part of the regular rate that the City rate does not include (i.e. longevity, educational benefit, acting pay).

5. What is the "FLSA regular rate?"
   - A. It is the true average hourly rate based on the contractual provisions agreed to by the City and Union.
   - B. It is not the same as the City's contractual rate.
   - C. It is calculated each work period.
   - D. The calculation looks like this:

Total compensation paid to the employee ÷ hours worked = FLSA regular hourly rate

6. The FLSA provides that some forms of compensation can be excluded from the FLSA regular rate of pay
   - A. Overtime premiums paid pursuant to a collective bargaining provision

B. Pay for non-work hours (i.e. holiday, sick, and vacation pay).
C. Premium pay for working on a holiday or call-in pay
D. Health, life, and retirement benefits.

7. In a 28 day period, an employee will normally work either 9 tours or 10 tours . The liability under FLSA is illustrated below:

Hours Worked		FLSA OT Threshold		OT in Regular Schedule
9 Tours = 216	-	212	=	4
10 Tours = 240	-	212	=	28

The City's compensation is considered to be straight time compensation for 216 or 240 hours. Ad additional half time is owed for all hours worked above 212 in the 28 day period.

8. The City's biweekly wage is payment for working a schedule that averages 56 hours per week. The City and union have agreed to an (artificial) contractual hourly rate that is calculated by dividing the biweekly wage by 106 hours.

The FLSA "regular Rate" is calculated using the actual hours worked so it fluctuates. The examples below used an employee whose total compensation is $1,000 bi-weekly.

28 Day Compensation		Hours Worked		FLSA Regular Rate
$2,000	÷	216	=	9.26
$2,000	÷	240	=	8.33

The City's contractual hourly rate would be a constant 9.43 per hour (1000 ÷ 106). Note that it is higher than the FLSA rate because it is based on working 53 hours when employees actually work 56 hours.

9. The following illustrations are based on the wage and benefit scenario below:

Employee "A" is an engineer, grade F2 step 8. His contractual bi-weekly rates are as follows:

Base Pay:	$1243.15	Hourly:	$11.73	Overtime:	$17.59
Longevity	$ 9.23				
College	$ 11.54				
	$1263.92				

Acting Pay .80/per hour

The normal FLSA compensation he would receive in a 28 day period would be:

$1263.92 * 2 biweekly periods or $2,527.84

Illustration #1 - Employee works regular schedule with no City overtime

Situation 1 - "A" works 216 hours (9 tours)

The City pays "A" $2,527.84 for working 216 hours and $11.70 is the "regular rate" under FLSA. The $2,527.84 is considered to be the straight time payment for the 216 hours. An additional half time payment is owed for all hours above 212. The calculation of the additional overtime liability would look like this:

216 hrs worked - 212 = 4 hours FLSA OT @ 11.70 * .5 = $23.40

FLSA would require us to pay $2551.24 to "A" which means the City will have to pay an additional $23.40 to comply with the law.

$2,551.24	-	$2,527.84	=	$23.40
Required by FLSA		Required by City contract		Additional amount owed by City

Situation 2 - "A" works 240 hours (10 tours)

The City pays "A" $2,527.84 for 240 hours work and 10.53 is the "regular rate" under FLSA. The $2527.84 is considered the straight time payment for the 240 hours. An additional half time payment is owed for all hours above 212. The calculation of the additional overtime liability would look like this:

240 hours worked - 212 = 28 hours FLSA OT @ 10.53 * .5 = $147.42

FLSA would require us to pay $2,675.26 to "A" which means the City will have to pay an additional $147.42 to comply with the law.

$2,675.26	-	$2,527.84	=	$147.42
Required by FLSA		Required by City contract		Additional amount owed by City

Note: in both situations 1 and 2 the employee did not work any overtime under the City contract, so there is no credit towards overtime that can be claimed.

Situation 3 - "A" works 240 hours but is working and paid Captain rank for 120 hours

The City pays $2527.84 plus acting pay of $96.00. Since acting pay is included in the FLSA regular rate, the total compensation is $2,623.84 or 10.93 per hour.

28 hours FLSA OT @ 10.93 * .5 = $153.02 (additional amount owed)

Illustration #2: Employee works regular schedule plus 24 hours City overtime

Using the same wages and benefits, if "A" works his regular schedule plus 24 hours City overtime his compensation would be as follows:

Base pay, longevity, & college for 2 bi-weekly periods	$ 2,527.84
Overtime @ straight time rate (excludes premium OT pay of 140.76)	281.52
	$ 2,809.36

Situation 1 - "A" works 216 regular hours + 24 City overtime hours

The City pays "A" $2,809.36 for 240 hours work and 11.71 is the "regular rate" under FLSA. The $2809.36 is straight time compensation for 240 hours. An additional half time is owed for all hours above 212. The calculation of liability under FLSA would look like this:

240 - 212 = 28 hours * 11.71 *.5 = $163.94

The city can take credit for the premium overtime pay of 24 hours @ 11.73 *.5 or 140.76 that it paid under the union contract. This means the employee gets an additional $23.18 as a result of the requirements of the FLSA. This is the difference between the $163.94 owed under FLSA and the $140.76 owed under City contract.)

Situation 2 - "A" works 240 regular hour + 24 hours City overtime

The City pays "A" $2809.36 for 264 hours work and $10.64 per hour is the "regular rate" under FLSA. The 2809.36 is straight time for 264 hours. An additional half time is owed for all hours above 212. The calculation of liability under FLSA would look like this.

264 - 212 = 52 hours @ 10.64 * .5 or $276.64

The City can take credit for the premium overtime pay of 24 hours * 11.73 * .5 or $140.76. This means the employee gets an additional $135.88 as a result of the FLSA. This is the difference between the $276.64 owed under FLSA and the $140.76 paid under City contract.

Illustration C: Effect of Paid Leave on Overtime

Situation 1

"A" is scheduled to work 216 hours in the period, but is on paid leave for 24 hours. Since he only works 192 hours no liability under FLSA occurs. The 24 hours of paid leave are not counted as work time.

Situation 2

If "A" is scheduled to work 240 regular hours but is on paid leave 24 hours. The compensation would be:

Base pay, longevity, education benefit for 2 bi-weekly periods	$ 2,527.84
Exclusion of pay for non-working time (24 *11.73)	- 281.52
	2,246.32

The "regular rate" under FLSA would be 10.40 per hour ($2246.32 ÷ 216 hrs worked)

The OT liability is 4 hours @ 10.40 * .5 = $20.80

Situation 3

If "A" is scheduled to work 216 hours and is sick one tour but also is called in to work 24 hours of City overtime, liability is calculated as follows:

Base pay, longevity, educational benefit for 2 bi-weekly periods	$ 2,527.84
Overtime @ straight time (24 * 11.73)	+ 281.52
Exclusion of pay for non-work hours (24 * 11.73)	- 281.52
	$ 2,527.84

In this example, the City contract would require the City to pay overtime 20 hours sooner than FLSA, so no additional FLSA liability exists.

Owed under FLSA	Owed Under City Contract	Additional FLSA owed
4 * 11.70 * .5 = $46.80	24 * 11.73 * .5 = $140.76	0

COUNCIL BLUFFS FIRE DEPARTMENT
Standard Operating Procedure
"Overtime Callback" Article 5 CBA

SOP # 114 **Pages: 6**

Issue Date: March 28, 2020
Revised: March 15, 2025

I. DEFINITIONS:

A. Same Day Overtime: Overtime callback made for the shift day (tour) being worked.

B. Prior Notice Overtime: Overtime callback made for a shift's next three work days.

II. PROCEDURES:

A. Overtime Callback Procedures:

1. The Chief, Assistant Chief or their designee are the only persons authorized to call personnel for overtime duty.

2. The Fire Department administration shall maintain a separate overtime list for the rank of Firefighter, Engineer, and Captain with names and EMS certification levels.

3. The callback lists shall be called in order, continually repeating the list of names and listing whether they worked, refused, did not answer, etc.

a) The exception to the list rotation shall be that an employee's name shall not move on the list when an employee is called to work overtime for 8 hours or less. The assignment shall be deleted from the overtime list and the employee will be first called for the next applicable overtime assignment.

4. The first called, for both same day and prior notice overtime, shall be notified that he/she is the first called and if the remainder of the list is called and no one else agrees to work the overtime, the first name shall be called again and required to work. Personnel who are first called on a list, turn down the overtime and are notified that they are first up shall be subject to disciplinary action if they fail to answer a return call.

5. Personnel called back for overtime and who do not report by the designated time shall be considered late for duty.

6. Personnel shall be called back for the position that creates the vacancy, i.e. Captain for Captain, Captain for Acting Captain, rank for rank for vacancies that meet the following:

a) The vacancy takes the shift below the established minimum manning level and;

b) If qualified personnel are available, vacancies created by a vacation day or days, personnel will be placed into acting positions to allow for the development of future Engineers and Captains.

c) Overtime will be filled utilizing the Captain, Engineer and Firefighter overtime lists under the position for position provision. Personnel on an overtime list who are not qualified for an overtime assignment shall be passed over and noted as not qualified.

d) While calling overtime for a Paramedic vacancy, all ranked lists shall be utilized in order to fill the vacancy. Once one rank's list of medics have all been forced, the ranks above will be called and forced prior to forcing the lower ranks a 2nd time.

7. Overtime assignments shall be made in such a way that personnel shall have at least 12 hours off duty before the overtime assignment and 12 hours off duty before reporting for their regular duty or another overtime assignment. Personnel working trade time are subject to the same 12 hours off duty conditions, i.e. personnel could not work trade time and overtime back to back that would result in a work period of more than 24 hours. In the event no other personnel are reachable, voluntary exceptions to this rule may be made to ensure minimum staffing. These exceptions shall not exceed an employee working 36 hours on shift. This requirement shall not apply to personnel being held over until an overtime replacement reports for duty, to personnel assigned training or prevention duties or to emergency callback.

8. Personnel shall be paid only for actual overtime hours worked, except in the event an employee is sent home early, prior to the 2½ hour rule, in this case the employee shall be compensated for the full 2 ½ hours.

9. Using the department's computer network, personnel shall be able to access "read only" copies of the overtime callback lists from each station in order to determine their standing on the overtime call lists. Accessing and changing the overtime lists by unauthorized personnel shall result in disciplinary action.

10. When a person is called, the time, date, action taken and the reporting time if working, shall be logged in the Overtime Call Lists or automated system.

11. Personnel shall list at minimum one contact phone number on the list for Overtime Callback.

12. In order to track personnel working overtime and to prevent conflicts on the call back of personnel already working overtime, a staffing board shall be kept in the Assistant Chief's office. Each Assistant or Acting Assistant Chief shall note on the board any personnel working overtime, the hours the person is working, and which apparatus they are working on.

13. Personnel who are called for an overtime assignment shall be responsible for notifying the Assistant Chief that they cannot work the overtime assignment if they have worked trade time or overtime the previous day or are scheduled for overtime or trade time the day after which would place them in conflict with the 12 hours off duty requirement.

14. Until a positive six (6) month evaluation is received by the Fire Chief, probationary personnel shall not be available for overtime during their probationary period, except for emergency call back.

15. Personnel shall notify the shift Assistant Chief of the amount of overtime worked to ensure that the time and dates on the Daily Roster are consistent with the department's staffing software.

16. The Chief or his designated representative shall have the authority to order any employee to work when required to ensure the provisions of necessary service.

B. Prior Notice Overtime Callback:

1. Where it can reasonably be assumed that a shift will be below minimum manning on that shift's next three (3) work periods (three 24 hour tours), the overtime (prior notice) will be filled using the following process:

a) On the last day of a shift's three (3) day set, the shift Assistant Chief who needs overtime filled for their next three (3) shift days shall ensure that the overtime is documented in the Department's Staffing Software and listed on the master board in the Shift Commander's Office.

b) The shift Assistant Chief whose shift personnel will fill the overtime positions will call on the appropriate overtime list during duty hours.

c) Overtime calls shall start as soon after 1700 hours of the middle day of the set as possible.

d) Personnel working the overtime will be noted in the Department's Staffing Software.

e) If an employee on the overtime list is on vacation, an attempt shall be made to contact them using the number on the overtime list.

(1) Example:

Date	Shift	
July 2	A	A Shift's A.C. fills out overtime needed, needs a Firefighter for each of A Shifts next three work days.

July 3	B	B Shift A.C. calls down the B Shift Firefighters overtime list, filling position for 24 hours on July 7th and first 12 hours on July 9th.
July 4	C	C Shift A.C. calls down the C Shift Firefighters overtime list, filling position for second 12 hours on July 9th and 24 hours on July 11th.

2. Ranked Medic personnel will not be moved to fill medic vacancies on apparatus unless it is done to maintain ALS staffing on same day overtime. Same day overtime for a vacancy on a medic unit shall be called using the position for position rule.

3. Personnel accepting prior notice overtime, including personnel forced to work, shall report for duty by 0700 hours. Personnel called in for the second 12 hours of a split shift shall report for duty at 1900 hours. Personnel who accept prior notice overtime shall not be allowed to cancel or change their overtime obligation.

4. Personnel who are called for prior notice overtime and then are not needed shall be notified by the Assistant Chief working that day. The Firefighter called and not needed shall have the information on the Overtime List deleted and shall be the next called for overtime within that rank.

C. Same Day Overtime Callback:

1. Calls to personnel for same day overtime callback will be started between the hours of 0600 and 0700 except when a shift falls below minimum manning during the shift work period.

2. Personnel called for same day overtime, including personnel forced to work, shall be given at least one (1) hour to report for duty. The Assistant Chief or Acting Assistant Chief shall designate a start time that gives the overtime personnel at least one (1) hour to report for duty. Start times shall be made in one-quarter (1/4) hour increments.

a) Example: A Shift's Assistant Chief calls back a firefighter for a Monday tour. The Firefighter is called 0635 and accepts the overtime and is told to report for duty at 0745, thus giving a minimum of one hours' time to report to work and keeping the start time at a one quarter hour increment.

3. The one hour rule to report for duty shall not apply to members of the Fire Investigation Team (FIT). Members of the FIT will respond as soon as reasonably possible when called out for a fire investigation.

4. The House Captain of personnel held over to man a position until an overtime personnel reports for duty shall be notified of whom the replacement is and what time he/she will report for duty.

5. During same day overtime callback, if a list has been called and no one answers, the Assistant Chief shall move personnel from his/her shift into an acting position, if capable personnel are available to move into the position. The next lower list shall then be activated and called to fill the staffing need. If a Firefighter is needed and the Firefighter's list has been called with no answers, the Engineer's list shall be activated and called.

D. Overtime Protection and Forced Overtime:

1. Personnel shall be allowed to protect twenty (20) days off between work sets per calendar year. This shall be in addition to the protection of vacation periods. This will be completed by filling out a Days off Protection on the departments scheduling software by 1700 hours of the middle day of the set preceding the scheduled four (4) days off.

2. In addition to the protections listed above, Personnel will be given protections from being forced on to overtime in the event they are participating in approved Department Training and Union Business.

3. Once an employee has been forced to work overtime, their name shall be protected from being forced again until everyone on their appropriate list has been forced to work overtime.

4. In the event that the only available employees on the overtime list have already been forced prior and the remainder of the said overtime list are protected, the City shall call the next higher ranked list to fill the overtime. Upon calling the next higher list the overtime will be offered but the higher ranks will not be forced to work the overtime. In the event no one on a higher list accepts the overtime, the employee on the initial list shall be forced again.

5. If an employee accepts overtime in a four (4) day period, the employee will not be forced for any additional overtime in the same four (4) day period.

6. Employees shall not be forced to work overtime for Special Events.

E. Special Event Overtime Call Out:

1. Employees who desire to work Special Event overtime shall make contact with the Department's EMS Officer and request to be added to the Special Event Overtime List.

2. Special Event overtime shall be filled by utilizing the department's staffing software and offered to all ranks on the list equally.

3. Personnel who accept Special Event overtime shall be allowed to accept line overtime if needed to ensure minimum manning in place of their special event duties.

City Personnel Policy

EDUCATIONAL ASSISTANCE

POLICY: 502

Council approval: 08/26/2024 # Pages: 3

POLICY:

It is the policy of the City to provide educational assistance to its employees to encourage employees toward continued self-development.

APPLICABILITY:

All regular full-time employees, except for those covered by The Council Bluffs Association of Professional Firefighters Local 15 Labor Agreement. These employees will be covered by the prior Educational Assistance Policy 502 dated March 29, 2010.

PROCEDURE:

1. **Tuition Reimbursement.** (Does not apply to Police sworn personnel below the rank of Chief and Fire Sworn Personnel receiving College Incentive Pay under section 2 below.)

   A. To be eligible for educational assistance, employees must have regular full-time status and at least one year of service.

   B. Eligible employees may be reimbursed only for courses of study which the Department Head determines are related to the employee's present job; and, which will enhance the employee's potential for advancement to a position within the City and, to which the individual has a reasonable expectation of advancing. In addition, courses or programs to be eligible for reimbursement must be offered by accredited institutions of learning.

   C. Employees who want educational assistance are encouraged to have prior written approval by the Mayor as soon as possible preferably 30 days before enrollment. Such approval will not be granted without a positive recommendation by the employee's Department Head. Department Heads must identify funding for the assistance before making a positive recommendation. Approval for tuition assistance must be requested for each course to be taken. Approval for one or more courses should in no way be considered a guarantee of continuing assistance.

   D. The Mayor and Department Heads will normally consider the following factors in evaluating requests for educational assistance:

      (1) The nature and purpose of the course of study;

(2) The benefits to be derived by the employee and the City;

(3) The employee's level of responsibility and length of service;

(4) The estimated cost and availability of funds;

(5) Any potential lost time or productivity while the employee attends the program.

E. Employees may be reimbursed for books and tuition at time of repayment.

F. Employees will be reimbursed the maximum of $5,250.00 or the Internal Revenue Service tax-free benefit limitation, whichever is less, for the calendar year.

G. Employee reimbursement for eligible educational assistance will be based upon the grade received for the course, as follows: For a grade of 'A', or 'B', 100% of reimbursable costs.

For a grade of 'C', 50% of reimbursable costs.

Reimbursable costs will be made for passing a 'pass-fail' course at 75%.

Employees receiving reimbursement from any outside sources, such as the Veteran's Administration or scholarships, must deduct the amount of these rewards and then subsequently use the above formula.

H. Employees seeking reimbursement for qualified educational expenses must submit to the Human Resources Department a certified transcript or grade slip and receipt for the expenses incurred within 60 days of the completion of the course. The City will then reimburse to the employee the applicable percentage of the cost of tuition. However, employees who take courses at the specific request or direction of management may be reimbursed for applicable costs in advance.

I. Employees who are terminated during enrollment because of a reduction in force or elimination of their job will be reimbursed for the applicable amount of the costs incurred up to the date of termination or transfer. Employees who, prior to completing the approved course, voluntarily leave the City or are terminated for reasons other than those listed above will not be reimbursed for the expenses associated with the course.

J. Employees seeking reimbursement for educational expenses must agree in writing to repay the City if they leave the City voluntarily or are terminated within three years from the date of reimbursement. Repayment will be in accordance with the following schedule:

Within one (1) year of reimbursement	100%
Within two (2) years of reimbursement	75%
Within three (3) years of reimbursement	50%
After three (3) years of reimbursement	0%

K. Employees are expected to schedule class attendance and the completion of study assignments outside of their regular work hours and is considered non compensable time. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance and termination of employment.

2. **College Incentive Pay.** (Applies to Police sworn personnel below the rank of Chief and Fire sworn personnel below the rank of Chief who were hired before July 1, 1999 and have not applied and been granted any benefit described in section 1 of this policy).

   The City will pay $1.00 per semester credit hour per month for all satisfactorily completed credit grades of 'C' and above and in excess of 12 semester credits to a maximum payment of $110 per month. The City will pay for courses only within City approved programs. All individuals having between 13 and 18 semester credits shall relinquish the educational incentive program assistance after two (2) years if they have not continued satisfactorily in an approved program and completed in excess of 18 semester credits. Quarter credits shall be converted to semester credits according to the following formula: one quarter credit equals two-thirds of a semester credit. The City shall not pay for any of the basic 12 minimum credit.

For more information
Please refer to your plan documents.

MEDICAL

Unless otherwise noted, benefits are per insured person and after deductible.

Plan name		Wellmark Blue Choice
Provider		Wellmark BCBS of Iowa
Network provider		Blue Choice
Benefit		**In-Network**
WELLMARK PLAN → Claims will process to these levels first		
Deductible	Individual	$5,000
	Family	$10,000
Out of Pocket Max	Individual	$7,350
	Family	$14,700
Coinsurance	In Network	70% / 30%
	Out of Network	60% / 40%
EBS SELF-FUNDED → Claims will re-process to these levels		
Deductible	Individual	$100
	Family	$300
Out of Pocket Max	Individual	$1,250
	Family	$2,500
Coinsurance	In Network	90% / 10%
	Out of Network	90% / 10%
PHYSICIAN SERVICES		
Preventative		Covered 100%
Primary Care Physician visit		$15 copay*
Specialist visit		$15 copay
Telemedicine		$0 copay
HOSPITAL MEDICAL SERVICES		
Inpatient Hospital		10% after deductible
Outpatient Surgery		10% after deductible
Urgent Care		$15 copay
Emergency		$100 copay plus coinsurance
Ambulance Services		10% after deductible
PRESCRIPTION DRUGS		
Tier 1 / Tier 2 / Tier 3 / Tier 4		$0 copay / $15 copay / $30 copay / $30 copay
Specialty		$85 copay**
MAIL ORDER PRESCRIPTION		
Mail Order (excludes specialty drugs)		2 copays for 3-month supply

*Members are eligible for a $5 discount when they see their designated PCP.
**Some specialty drugs are eligible for a $0 copay due to a partnership with PrudentRx. Members will be contacted directly if their medication is eligible.

This guide is subject to periodic review and modification. Each plan is governed by an official Summary Plan Description (SPD) document. If there is any conflict between this benefits guide and the SPD official document, the SPD plan document is the final authority. As an enrollee, your actual SPD will be provided under separate cover by your health carrier or your employer.

IGHCP
IOWA GOVERNMENTAL HEALTH CARE PLAN