

LABOR AGREEMENT

between

CITY OF MASON CITY, IOWA

(FIRE DEPARTMENT)

and

MASON CITY FIRE FIGHTERS ASSOCIATION

LOCAL UNION NO. 41

7-1-2023 to 6-30-2026

INDEX

<u>Article</u>	<u>Item</u>	<u>Page Number</u>
1	Wages -----	4
2	Health and Welfare -----	5
3	Overtime Pay -----	5
4	Physicals -----	6
5	Light Duty -----	6
6	Sick Leave -----	6
7	Other Leaves -----	7
8	Vacations -----	8
9	Extra Duty Pay -----	9
10	Clothing Allowance -----	9
11	Personal Equipment -----	9
12	Holidays -----	9
13	Pay Periods -----	10
14	Civil Service -----	10
15	Garcia Days -----	10
16	Maintenance of Standards -----	11
17	Grievance Procedure -----	12
18	College Credits -----	12
19	Transfers and Temporary Assignments -----	12
20	Management Rights -----	12
21	Evaluations -----	12
22	Emergency Medical Service Recertification -----	13
23	Duration of Agreement -----	13
24	Bulletin Board -----	13
25	Savings Clause -----	13

A SIMPLE MOTION APPROVING THE AGREEMENT BETWEEN
THE CITY OF MASON CITY, IOWA, AND THE
MASON CITY FIRE FIGHTERS ASSOCIATION
LOCAL UNION NO. 41

BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: That the following agreement between the City of Mason City, Iowa, and the Local Union No. 41, Mason City Fire Fighters Association (Fire Department Labor Force), should be and the same is hereby approved and adopted:

AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF MASON CITY, IOWA, hereinafter referred to as the "EMPLOYER," and the MASON CITY FIRE FIGHTERS ASSOCIATION, LOCAL UNION NO. 41, hereinafter referred to as the "ASSOCIATION."

ARTICLE 1.01: WAGES – MODIFIED 40 HOUR RATE

	July 2023	July 2024	July 2025
FF (Non-EMT/EMT/Paramedic) – Starting	\$25.24	\$26.38	\$27.30
FF (Non-EMT/EMT/Paramedic) - 1 Year	\$26.81	\$28.02	\$29.00
FF (Non-EMT/EMT/Paramedic) - 2 Years	\$28.31	\$29.58	\$30.62
FF (Non-EMT/EMT/Paramedic) - 3 Years	\$30.61	\$31.99	\$33.11
FF (Non-EMT/EMT/Paramedic) - 5 Years	\$31.74	\$33.17	\$34.33
FF (Non-EMT/EMT/Paramedic) – 8 years	\$32.10	\$33.54	\$34.71
FF (Non-EMT/EMT/Paramedic) - 10 Years	\$32.99	\$34.47	\$35.68
FF (Non-EMT/EMT/Paramedic) - 12 Years	\$33.30	\$34.80	\$36.02
FF (Non-EMT/EMT/Paramedic) - 15 Years	\$34.24	\$35.78	\$37.03
FF (Non-EMT/EMT/Paramedic) - 18 Years	\$35.55	\$37.15	\$38.45
Lieutenant	\$37.67	\$39.37	\$40.75
Captain	\$40.04	\$41.84	\$43.30

1.02 – Captains shall receive one hundred twenty-five dollars (\$125.00) per month for performing training duties while the position of Training Officer is vacant. Lieutenants shall receive seventy-five dollars (\$75.00) per month for performing training duties while the position of Training Officer is vacant. Upon the permanent hiring or assignment of a person to the position of Training Officer the pay under this section shall be terminated. This section does not in any way limit the duties and responsibilities assigned to the positions of Captain and Lieutenant as described in the job descriptions and internal Fire Department procedures.

1.03 - Out of Town Travel: Those employees required to leave the response area during their normal duty day shall be provided per diem/reimbursement pursuant to the City's Administrative Policy.

- 1.04 - Critical care transfers for off-duty Critical Care Paramedics performing critical care duties shall receive double time pay. Critical Care Paramedics performing critical care duties while on-duty shall receive ½ time in addition to their regular rate of duty.
- 1.05 - Any newly hired Paramedic-certified Firefighter may begin at a higher wage step in the Wage Schedule at the Chief's discretion.

ARTICLE 2: HEALTH AND WELFARE

- 2.01 - The Employer will provide a health insurance policy during the term of this agreement. Employer may change carriers at any time provided coverage is not reduced. The plan shall have a three-tiered annual deductible of \$500 per person, with a maximum annual deductible of \$1,000 for a family of two and \$1,500 for a family of three or more. The annual out of pocket maximum will be \$1,000 per person with a maximum annual out of pocket of \$2,000 for a family of two and \$2,500 for a family of three or more. The plan will provide for 80/20 coinsurance for in-network expenses and 70/30 coinsurance for out-of-network expenses. Effective 1/1/18 employees will be provided an option to enroll in a High Deductible Health Plan (HDHP) with a HSA contribution by the City, and mandatory annual health screenings for both employee and covered spouse.
- 2.02 - Effective 7/1/23 employee contributions shall be 19% per month towards either the single or family insurance premium. Effective 7/1/24, employee contributions shall be 20% per month towards either the single or family insurance premiums. Employees electing City coverage for spouses who have declined health insurance coverage through the spouse's employer will pay an additional \$100 monthly insurance contribution. The City shall pay all remaining insurance premium contributions.
- 2.03 - The City will establish an Insurance Advisory Committee.
- 2.04 - The Employer shall continue in effect life insurance coverage of ten thousand dollars (\$10,000.00) on the employee and two thousand dollars (\$2,000.00) on the employee's dependent(s) and pay the monthly premium for family or single, whichever is applicable. Employees may elect, at employee's expense, to purchase additional term insurance coverage up to five times their salary (maximum of \$500,000), in which the first \$150,000 is guaranteed at time of hire, and any amount above \$150,000 may be subject to underwriting.

ARTICLE 3: OVERTIME PAY

- 3.01 - Fire Fighters shall be paid overtime pay for any time worked in excess of the regularly scheduled workweek and shall be compensated at time and one-half based on a forty (40) hour workweek. If required to work at the end of their shift, they shall be paid a minimum of fifteen (15) minutes overtime. If called in while not on duty, they shall be paid a minimum of two (2) hours at time and

one-half. If called in prior to the employee's shift, the two (2) hour minimum does not apply.

- 3.02 - Day Personnel shall work a regular forty (40) hour workweek and any work in excess of their regular workweek shall be compensated at time and one half (1 1/2) based on a forty (40) hour workweek. The decision to give compensatory time off or overtime pay shall be exclusively the Employer's and shall be nongrievable.

ARTICLE 4: PHYSICALS

- 4.01 - The Employer will provide physicals and pay the cost as required by OSHA law and regulations.

ARTICLE 5: LIGHT DUTY

- 5.01 - The Chief will assign employees who are sick or injured and unable to perform their regular duties to light duty, if in the judgment of the employee's physician, the individual is able to perform the assigned tasks. The City, however, reserves the right to a second opinion by a physician of their choice whose opinion shall be binding.

Employees shall not be assigned duties that in the physician's opinion are detrimental to their recovery, cause undue pain, or endanger other employees. Those employees unable to perform light duty shall be placed on sick leave until such time as released for return to duty, benefits expire, or placement on retirement benefits.

All bargaining members shall be allowed access to light duty under this section except that light duty shall not be interpreted as creating a permanent or long term position, and nothing here shall prevent the City from exercising its powers under Chapter 411 Accidental Disability & Ordinary Disability.

ARTICLE 6: SICK LEAVE

- 6.01 - Employees, except probationary Fire Fighters shall be granted sick leave each calendar year in the following manner: fifty-five (55) working days for twenty-four (24) hour personnel and one hundred twenty (120) work days for forty (40) hour workweek personnel. Provided, however, that in the case of unusually severe illness or injury which causes an extended period of disability, the Chief of the Fire Department shall have the discretion to extend total sick leave to ninety (90) working days for twenty-four (24) hour personnel and one hundred eighty (180) workdays for forty (40) hour workweek personnel. Probationary firefighters will be granted three (3) sick leave days for the duration of the probationary period.

Used sick days during the probationary period will be deducted from the next years allotted sick leave.

Sick leave shall be used only in the event of the employee's own illness or injury, and shall be payable from the first workday missed due to illness or

injury. Members of the department shall notify department headquarters as promptly as possible of illness or injury not incurred while on duty which necessitates absence from duty. In the event of suspected abuse, the Employer may require the employee to furnish a doctor's certificate verifying the illness claimed.

- 6.02 - No salary shall be deducted on account of such sickness or disability leave provided the member presents written evidence from a doctor certifying the absence from duty and the length thereof were reasonably required by the member's physical condition. Any member who is unable to return to duty at the termination of his/her sick leave or disability leave shall be retired.
- 6.03 - During the period of absence from duty, the Chief may, at his/her discretion, designate other officers or members to perform the duties of the member who is absent, and may give such officer or member any temporary rank and pay necessary in the circumstances.

ARTICLE 7: OTHER LEAVES

- 7.01 - In the event of injury or illness to a member of an employee's family, as described in (Death in Family) that requires hospitalization, an employee shall be granted one (1), two (2) hour period of paid leave each workday for the purpose of visitation.
- 7.02 - For the FMLA qualifying event of an employee's immediate family, the employee shall be granted the right to use sick leave benefits from Article 6 not to exceed the following: Member working twenty-four (24) hours – 72 hours per year; Member working forty (40) hour week – 40 hours per year. Under extenuating circumstances, additional time off may be granted at the sole discretion of the Chief.
- 7.03 - Bereavement Leave/Death in Family:
In the event of a death in the family of an employee, the employee shall be granted paid leave in the following manner: 1. Twenty-four (24) hour shift personnel, the day of the death and then four (4) consecutive days that includes the day of the funeral. The four (4) day period shall be as follows: two (2) days before the funeral, the day of the funeral, and one (1) day after the funeral. 2. Those personnel working forty (40) hours per week the paid leave four (4) working days - family of an employee is hereby defined as:

Father	Son-in-Law
Mother	Daughter-in-Law
Wife or Husband	Grandchildren
Son	Grandparents
Daughter	Step Parents
Brother	Step Children
Sister	Father (of Spouse)
	Mother (of Spouse)

In the event of the death of a current or former City employee or a close relative, (close relative is hereby defined as the spouse's brother, sister, grandparents, step relationship or member of the employee's household)

leave will be granted not to exceed six (6) working hours to attend the funeral in Mason City. Additional time off with pay for attendance at such funerals in distant areas may be granted upon request and with approval of the Chief of the Fire Department.

- 7.04 - In the event of the death of a close friend, contact the Chief for approval of leave to attend the funeral or if you are a pallbearer.
- 7.05 - Emergency Personal Leave:
Paid emergency personal leave may be granted by the Chief or officer in charge.
- 7.06 – The City shall comply with all rules and regulations under the Family Medical Leave Act. An employee taking leave for the birth of a child must use paid sick leave for the physical recovery following childbirth as certified by thy physician. The employee will then use all applicable paid leaves and then unpaid leave for the remainder of the twelve (12) weeks.

ARTICLE 8: VACATIONS

- 8.01 - Fire Fighters shall receive vacations with pay on the following basis:
 - After one (1) year of service - six (6) working days
 - After eight (8) years of service - nine (9) working days
 - After fifteen (15) years of service - twelve (12) working days
 - After twenty-two (22) years of service - fifteen (15) working days
- 8.02 - Day Personnel shall receive vacations on the following basis:
 - After one (1) year of service - ten (10) working days
 - After eight (8) years of service - fifteen (15) working days
 - After fifteen (15) years of service - twenty (20) working days
 - After twenty-two (22) years of service - twenty-five (25) working days
- 8.03 – The number of battalion personnel allowed to be absent shall be as follows:

Battalions with 13 staff positions	2
Battalions with 12 staff positions	2
Battalions with 11 staff positions	2
Battalions with 10 staff positions	2
Battalions with 9 staff positions	2
Battalions with 8 staff positions	1

The Fire Chief shall have the power to block any open vacation days due to foreseeable absences of personnel other than military leave to maintain the staffing as described above.

Except during a community emergency, the Chief will not block out vacation that has already been picked.

- 8.04 – Vacation dates shall be picked by battalion personnel in the order of seniority. Each member shall pick one block of vacation and then pass the choice on to the next member. This shall be done until everyone has satisfied his or her seniority. A block of vacation shall be anywhere from one 24 hour day up to a member’s total annual vacation.

Up to April 1 of each year, members may use vacation without constituting a pick. However, if a member should exercise his or her power of seniority to gain a vacation during this period, it shall constitute a pick.

- 8.05 In the event that a member is unable to use their allotted vacation time earned in a calendar year, as determined by the Chief, all earned time shall carry over to the next year. At no time shall an employee lose earned time off unless the employee has refused the available vacation slots.
- 8.06 Any newly hired Paramedic-certified Firefighter may be awarded additional weeks of initial vacation eligibility at the Chief's discretion.

ARTICLE 9: EXTRA DUTY PAY

- 9.01 - Individuals shall receive the difference between the individual's pay and a Lieutenant pay for the hours the individual is acting as Lieutenant.
- 9.02 - Individuals shall receive the difference between the individual's pay and the Captain's pay for the hours the individual is acting as Captain.
- 9.03 - Assistant Fire Marshal duties assigned on a regular battalion shift shall receive an additional fifty dollars (\$50.00) per month as extra duty pay.
- 9.04 – Day Personnel shall be compensated full holiday pay each month as extra duty pay.

ARTICLE 10: CLOTHING ALLOWANCE

- 10.01 - Employees covered by the terms of this Agreement shall receive a clothing allowance of five hundred fifty dollars (\$550.00) per year.

ARTICLE 11: PERSONAL EQUIPMENT

- 11.01 - Eyeglasses, flashlights and personal tools and equipment, used in the course of performing assigned duties with the prior approval of the Chief or the Chief's designee, damaged or lost will be replaced at the expense of the employer.

ARTICLE 12: HOLIDAYS

- 12.01 - Fire Fighters shall recognize the following holidays:

	2023	2024	2025
Independence Day	07/04/23	07/04/24	07/04/25
Labor Day	09/04/23	09/02/24	09/01/25
Veteran's Day	11/10/23	11/11/24	11/11/25
Thanksgiving Day	11/23/23	11/28/24	11/27/25
Christmas Day	12/25/23	12/25/24	12/25/25
New Year's Day	01/01/24	01/01/25	01/01/26
Martin Luther King Jr	01/15/24	01/20/25	01/19/26
President's Day	02/19/24	02/17/25	02/16/26
Good Friday	03/29/24	04/18/25	04/03/26
Memorial Day	05/27/24	05/26/25	05/25/26

Two other floating holidays mutually approved

Holiday pay shall be paid to all employees in a lump sum as a Holiday Pay Allowance on the first pay date in November each year, equal to eight hours pay computed at their regular hourly rate multiplied by the ten (10) scheduled holidays during that calendar year. New or separated employees will receive a prorated payment based on the number of holidays that occurred during their first or final partial calendar year of employment. Employees on leave of absence or sick leave during a recognized holiday will not be eligible for holiday pay for that date. Employees will not be required to repay any holiday payments made for the period November 1st through December 31st. The initial payment of this holiday pay under this section in November 2023 will only reflect holiday pay for the five holidays occurring after 7/1/23. Employees scheduled to work on any holiday shall receive their regular rate of pay. No additional holiday pay will be made to employees

12.02 – Day Personnel shall observe the above-enumerated holidays and shall be off on those holidays the same as all other employees in City Hall.

ARTICLE 13: PAY PERIODS

13.01 - All employees covered by the terms of this Agreement will be paid every other Friday and the pay is for the two (2) weeks preceding.

ARTICLE 14: CIVIL SERVICE

14.01 - Employees and employment covered by any collective bargaining agreement approved by the City of Mason City are subject to and governed by the policies and procedures of the Civil Service Commission as established pursuant to Chapter 400, Code of Iowa, and reference should be made as necessary.

ARTICLE 15: GARCIA DAYS

15.01 - In consideration for being regularly scheduled to work in excess of two hundred and four (204) hours per every twenty-seven (27) day work period as established under FLSA, employees shall accrue twelve (12) compensatory hours (216-204=12). However, pursuant to this Agreement such compensatory time shall be accrued whether the employee actually works two hundred sixteen (216) hours during this twenty-seven (27) day period or not, as long as the employee is on an approved paid leave or vacation. The exception would be extended sick leave or light duty, which is determined to be nine (9) or more workdays. An employee starting after the beginning of a twenty-seven (27) day period shall accrue time on a prorated basis for that period.

So as not to unduly disrupt the Employer's operation, compensatory time accrued in the previous year shall be taken as compensatory time off in twenty-four (24) hour increments. During a calendar year, all compensatory

time accrued the previous year shall be used up. Time may be used, however, at any time after accrual. As part of this Agreement, all compensatory time must be cleared and used up before an employee can make application for a service retirement. Exceptions can be made only by the Employer and are nongrievable.

Compensatory time off may be used before vacations are picked only up to April 1 of each year. All vacation time will be picked or passed by all personnel on a battalion before any compensatory time off will be allowed to be used after the April 1 deadline. The selection manner is the same as vacation picks.

ARTICLE 16: MAINTENANCE OF STANDARDS

16.01 - The Employer and employees recognize certain informal working conditions have been enjoyed by all employees. Even though items of this nature have not been specifically negotiated, both parties agree in good faith to continue these conditions where not in conflict with other provisions of this Agreement. This Article shall only apply to mandatory subjects of bargaining under Section 7 of the Public Employment Relations Act.

ARTICLE 17: GRIEVANCE PROCEDURE

17.01 - Employee and employment governed by any collective bargaining agreement approved by the City of Mason City are subject to Chapter 400 and Chapter 20, The Code of Iowa, and reference should be made to them as necessary. Discharge or suspension matters shall be handled exclusively under Chapter 400, Code of Iowa.

17.02 - The grievant may be an employee, group of employees or the Association.

17.03 - Any employee having a grievance shall report same to the Chief or Deputy Chief within seven (7) calendar days of its alleged occurrence.

Step 1. Within seven (7) calendar days after the grievance has been filed, the employee and his/her steward or Association shall meet with the Chief or his/her designee and attempt to resolve the grievance. This time period may be extended by mutual agreement between the parties. If the grievance is not resolved in Step 1, it shall be referred to Step 2.

Step 2. Within seven (7) calendar days, if the grievance has not been resolved in Step 1, the authorized Union representative, the steward and the employee or Association shall meet within seven (7) calendar days with the Chief or his/her designee and attempt to resolve the grievance, failing to resolve the grievance the grievance shall be referred to Step 3.

Step 3. Within seven (7) calendar days of being referred to Step 3, the authorized Union representative, the steward and the employee shall meet with the City Administrator and attempt to resolve the grievance. Failing to resolve the grievance, the grievance may

be referred to a mutually agreeable arbitrator whose decision shall be final and binding on all parties. If the parties cannot mutually agree upon the arbitrator, a list of five (5) arbitrators shall be obtained from the Public Employment Relations Board and the neutral shall be selected by lot. Any cost of the arbitrator shall be borne equally by the parties.

ARTICLE 18: COLLEGE CREDITS

- 18.01 - All employees who earn a college credit toward a degree in Fire Science or EMS related field will be paid one dollar (\$1.00) per semester credit hour per month with a maximum of sixty dollars (\$60.00) per month.

ARTICLE 19: TRANSFERS/TEMPORARY ASSIGNMENTS

- 19.01 – When personnel are required to change shifts involuntarily, the city shall provide ten, (10), calendar days notice to each employee affected by the transfer. If the city fails to deliver such notice, the employee shall receive one and one half times their regular pay for the first two (2) twenty-four (24) hour shifts. (Except during a community emergency.)
- 19.02 – Fire Fighters temporarily assigned duties of inspector under the Fire Marshal shall receive two-hundred seventy-five dollars (\$275.00) additional pay per month with no other Holiday pay during the temporary assignment. During the temporary assignment the employee shall follow regular city holidays.
- 19.03 – Fire Fighters temporarily assigned EMS Coordinator duties on each battalion shall receive seventy-five dollars (\$75.00) additional pay per month during the temporary assignment.
- 19.04 – All temporary assignments are at the discretion of the Chief and may be terminated at his/her discretion.

ARTICLE 20: MANAGEMENT RIGHTS

- 20.01 – The Employer reserves the right to make decisions concerning all matters not addressed by this Agreement. Such rights shall include, but not be limited to the following matters: Efficient management of the Fire Department; determination of the services to be rendered; size of the workforce; hiring, assignment and layoff of employees; directing the workforce, assigning work and determining the number of employees assigned to operations; establishing work schedules; modifying department rules and regulations; approving courses and educational programs; transferring or promoting employees; and evaluation of employees for promotion or assignment.

ARTICLE 21: EVALUATIONS

21.01 - A conference regarding the evaluation will be held between the employee and the supervisor(s) following the completion of the written evaluation. The Chief and Union shall develop the procedures governing the conduct of that evaluation conference. After the initial six-month and 12 month evaluations all employees shall be evaluated at least annually on or about their respective employment anniversary date. The employee has the right to respond to his/her performance evaluation and such response will become part of the evaluation report. All evaluation reports will be placed in the employee's personnel file and upon request, the employee will be furnished a copy of the report.

ARTICLE 22: EMERGENCY MEDICAL SERVICE RECERTIFICATION

22.01 - The employer will pay registration fees and certification fees to maintain Iowa E.M.S. certification levels of all employees. In addition to online CEU courses that are available while on duty, the employer shall offer voluntary off-duty training that meets the CEU requirements set forth by the National Registry of Emergency Medical Technicians. Employees may elect to attend such classes off duty and will not be compensated for classroom time spent. Employees required to attend classes off duty will be compensated for classroom time spent. If it is necessary for employees to attend class during duty hours, it will be the responsibility of the employer to maintain staffing.

ARTICLE 23: DURATION OF AGREEMENT

23.01 - This Agreement shall be in full force and effect from July 1, 2023 to and including June 30, 2026 . This contract shall continue in full force and effect from year to year thereafter, unless a written notice of desire to change is served by either party upon the other sixty (60) days prior to the date of expiration.

ARTICLE 24: BULLETIN BOARD

24.01 - The Union shall be permitted to maintain one (1) bulletin board to be used exclusively for Union business.

ARTICLE 25: SAVINGS CLAUSE

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

CITY OF MASON CITY, IOWA

**MASON CITY FIRE FIGHTERS
ASSOCIATION, LOCAL NO. 41**

BY: 
Bill Schickel, Mayor

BY: 
**Neil Maki
President, Local 41**

ATTEST: 
Aaron Burnett, City Clerk


Section 2: That the City Clerk shall make all corrections and additions to this Agreement within ten (10) days of Council approval of said changes, and shall furnish four (4) copies to the Secretary Treasurer of Local No. 41.

Section 3: That all agreements in conflict with the provisions of this Resolution should be and the same are hereby repealed.

Section 4: That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

Section 5: That this Motion shall be in full force and effect upon adoption by the City Council of the City of Mason City, Iowa, and until otherwise amended by action of said City Council, with consent of both the City and the Union.

PROPOSED AND ADOPTED this 7th day of February, 2023.


Bill Schickel, Mayor

ATTEST:

Aaron Burnett, City Administrator

RESOLUTION NO.

A RESOLUTION APPROVING THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
MASON CITY, IOWA, AND THE MASON CITY FIRE
FIGHTERS ASSOCIATION LOCAL UNION NO. 41

WHEREAS, the City Council of the City of Mason City desires to enter into a three year collective bargaining agreement between the City of Mason City, Iowa and the Mason City Fire Fighters Associatino Local Union No. 41.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1. That the attached collective bargaining agreement between the City of Mason City and the Mason City Fire Fighters Association Local Union No. 41 (July 1, 2023 through June 30, 2026), should be and the same is hereby approved and adopted.

Section 2: That the Mayor is authorized and the Clerk hereby directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

PASSED AND APPROVED this 7th day of February, 2023.

/s/Bill Schickel
Bill Schickel, Mayor

ATTEST:

/s/Aaron Burnett
Aaron Burnett, City Clerk