



GATEWAY TO THE NORTHWEST

Fire Union Negotiation Meeting Minutes

Meeting Date & Time:	6/30/2016; 10:03am-3:04pm	
Attendee	Position	Company/Department
Scott Marotz	Professional Negotiator	
David Gates	Chief	Fire
Joyce Stroschein	CFO	Finance
Nichole Harms	HR Consultant	HR
Anne Butler	HR Interim Director	HR
Lynette Sampson	Legal Asst.	Legal
Ryan O’Hearn	President, IAFF 187	Fire
Curtis Smith	Negotiation member, IAFF 187	Fire
Andy Moldenhauer	Vice President, IAFF 187	Fire
David Scott	Negotiation member, IAFF 187	Fire
Eric Anderson	Negotiation member, IAFF 187	Fire
Mick Coward	Negotiation member, IAFF 187	Fire

Meeting Notes

<p><u>City of Pocatello and IAFF #187 Union Negotiation</u></p>	<ul style="list-style-type: none"> ▪ Meeting opened at 10:03 by Scott Marotz
<p><u>Session #2:</u></p>	<ul style="list-style-type: none"> ▪ S. Marotz opened Session #2 at 10:03a.m. R. O’Hearn started with discussion on F-1 relating to Article 12. S. Marotz stated the City’s major concern with IAFF #187’s F-1 as presented: the Chief should have the discretion to determine appropriate training and whether that training is in or out of town is irrelevant. S. Marotz suggested the Fire Department utilize the newly devised travel comp as the police have done; special comp at straight time for those traveling to training in a vehicle and not driving. The travel comp time can be used before other accruals; will not roll over into next year unless travel takes place in December. R. O’Hearn stated that in the past the issues with training were limited to only out of town; he wanted to know if the Chief has moved off that position. S. Marotz indicated that the language as the City presented was initially of his thinking and since he presented his argument regarding efficiency in training the Chief has agreed with him. R. O’Hearn indicated the Union would have to consider the ramifications of the suggestions and also want to negotiate the training they feel is needed. S. Marotz said training would be discussed; however, any disagreements should ultimately be up to the Chief to decide. R. O’Hearn expressed frustration with management as 95% of the language in their proposal was from Senior Staff and now

additional changes are needed. Additional discussion ensued regarding required training, timeframe to complete, purpose of CBA v policy, who decides necessary training, and how to determine benefits of training. R. O'Hearn stated the Union would consider the changes.

- S. Marotz presented **C-3-** Article 18 (insurance). Changes included renaming the Article, removing specific years and providers, and deleting the language stating the Union would leave October 1, 2016. R. O'Hearn stated the Union's plan is to still investigate their options and legal remedies with the City Council's vote on the Open Meeting violation that voided the Fact Finding decision. Therefore, they are unable to exchange proposals until they discuss with their attorney next week. S. Marotz stated that if it is determined that the Union not stay in the City's health insurance plan, the City is under no obligation to administer the Union's insurance plan. S. Marotz clarified that at that point, the City will only receive the invoice for the premium and pay that amount; the Union will be solely responsible for the administration of their plan and the City has not calculated that cost. S. Marotz indicated there would be no comparison of plans until the City receives insurance information from the Union.
- S. Marotz presented **C-4-** Article 1, Purpose of Warranty and Authority. S. Marotz stated that it is not that the City disagrees with the language, only that the language is not typically in legal contracts.
- S. Marotz presented **C-5-** Article 9, Base Pay. S. Marotz stated that the change is a language clarification as the City is has a self-funded workers' compensation program.
- S. Marotz presented **C-6-** Article 28, Health and Safety. S. Marotz presented language setting forth a timeframe to retake the Combat Challenge in the event a member fails to pass. Discussion ensued about additional failures and the Chief's discretion.
- S. Marotz presented **C-7-** Article 22, Promotions, Section B. R. O'Hearn asked what the City's intent is to only having an interview for promotions. R. O'Hearn further asked if there is interest in having a full assessment lab. D. Gates stated he would be open to discuss what that entails.
- S. Marotz presented **C-8-** Article 26, Settlement of Disputes and Discipline. S. Marotz stated that changes were to clean up language and make the provision more understandable.
- S. Marotz presented **C-9-** Multiple Articles, Department Reorganization. S. Marotz stated that management has been directed by the City Council to consider reorganizing the department in an effort to reduce costs. Discussion ensued regarding what the Fire Department would look like under the proposed structure. R. O'Hearn stated that the reorganization could appear as retaliatory and that it's inefficient to keep flip-flopping structure and wouldn't it be more prudent to find additional savings in the current model? S. Marotz stated that the City would consider benefits beyond monetary if the Union could provide them.
- R. O'Hearn presented **F-2-** Article 26, Section C. R. O'Hearn stated that there is a mild language change and they are not claiming past-practice, but in the past the Union has had the opportunity to meet with the Mayor on grievances and the Union would like the same opportunity as the Chief to meet and discuss grievances with the Mayor. S. Marotz asked if the meeting would be a private audience or a mini-hearing. R. O'Hearn

indicated that the intent is a private meeting to present their position and perspective. R. O’Hearn further stated that it is in everyone’s best interests to let the Union have 20-30 minutes of the Mayor’s time.

- R. O’Hearn presented **F-3**, Article 22, Promotions, Sections B(1.b), B(2), G(2). R. O’Hearn stated that the line in Section B(1.b) should be removed as several MOUs have been signed in the past regarding the provision. Section B(2) asks for changes incorporating an assessment lab. Section G(2) is simply striking redundant language. Discussion ensued regarding criteria for promotional selection.
- R. O’Hearn presented **F-4**, Multiple proposals regarding multi-year contracts and set salary increases.
- R. O’Hearn presented **F-5**, Article 13, Working Out of Classification. Discussion ensued regarding a bump in pay for those assigned to ambulance duty.
- R. O’Hearn presented **F-6**, Article 21, Shift Change. R. O’Hearn stated this updates the language and is consistent with current organizational structure and the current process.
- **Caucus from 11:21-1:31pm**
- S. Marotz presented **C-10**, Article 19, Discrimination. S. Marotz indicated that these are simple language changes and there is no need to state that Federal law would be followed.
- S. Marotz presented **C-11**, Article 12- Extra Duty, Section G. S. Marotz stated changes are just clarification and no material change.
- S. Marotz presented **C-12**, Article 12- Extra Duty, Section E. S. Marotz stated changes are just clarification and no material change.
- S. Marotz presented **C-13**, Article 12- Extra Duty, Section F. Short discussion ensued regarding additional pay when assigned.
- S. Marotz presented **C-14**, Article 20- Staffing. S. Marotz stated that the substantive change is that the Chief has the authority to make personnel decisions and to adjust staff as needed. A. Muldenhauer asked if this is a second proposal to Article 20. S. Marotz stated this is an additional proposal to Article 20 and the last paragraph also cleans up language.
- S. Marotz presented **C-15**, Article 25, Prevailing Rights. Discussion ensued regarding the purpose of this article. R. O’Hearn stated that the Union will produce new language.
- S. Marotz presented **C-16**, Schedule A, Salary Schedule. S. Marotz stated that if the department reorganization occurs, this item is irrelevant. S. Marotz also indicated that this is a correction of a clerical error from the previous contract. S. Marotz reiterated that by presenting this proposal it does not negate the reorganization proposal.
- R. O’Hearn restarted discussion on **F-1** and the Union’s frustration with the City’s stance on their proposal. R. O’Hearn again stated that most of the language was crafted by management and now the City wants additional changes. R. O’Hearn stated that they would like to meet half way to make progress. Additional discussion regarding provisions of the proposal ensued. S. Marotz asked that both the Union and the Chief develop a list of training and then items can be discussed.
- R. O’Hearn stated that the Union does not have insurance numbers, but he is trying to get them and asked for the City’s insurance information. S. Marotz stated that he had no issue with providing that information; however, the City will not discuss insurance until the City has been

provided with the Union's information. N. Harms distributed 2 handouts with the City's insurance information. Discussion ensued regarding costs to employees. R. O'Hearn asked for numbers showing the impact of fire leaving/staying to the general fund only. J. Stroschein indicated she does not yet have those numbers available. R. O'Hearn asked to suspend this discussion until the Union has received a legal opinion on their options and the numbers from the NWFF Trust.

- R. O'Hearn stated the Union would like an attorney review of **C-4**.
- **Tentative agreement** was reached on **C-5** and signed by S. Marotz and R. O'Hearn.
- **Tentative agreement** was reached on **C-7** and signed by S. Marotz and R. O'Hearn. S. Marotz reiterated that upon reorganization, this proposal would be stricken; R. O'Hearn agreed.
- R. O'Hearn stated the Union would like more time to review **C-6**. Discussion ensued on the intent of the changes.
- R. O'Hearn stated the Union would like more time to review **C-8**. Discussion ensued regarding the inclusion of language to the effect of "knew or should have known." R. O'Hearn asked for clarification on page 1, paragraph 1, line 5 regarding the removal of "supervisors" and replacing with "management." Discussion ensued regarding the role of management and supervisors and who can issue various types of discipline.
- R. O'Hearn referenced **C-9** and asked if any other departments were tasked with reorganizing to save money. L. Sampson, N. Harms, J. Stroschein all answered in the affirmative and identified several departments: legal, finance, streets, and the library. Discussion ensued regarding funding, personnel, and reorganization. S. Marotz pointed out that the Fire Department changes have to be negotiated and the amounts currently budgeted for Fire have to be status quo until negotiations take place; therefore, the budget numbers do not reflect an acceptance of the currently funded level rather they are just an acknowledgement of the negotiation requirement. R. O'Hearn asked if it was Council's direction to pursue reorganization and what the anticipated savings would be. S. Marotz answered in the affirmative and stated approximately \$100,000.
- S. Marotz stated that he needed to research the legal questions presented in **F-4** regarding multi-year contracts.
- **Tentative agreement** was reached on **F-6** and will be signed by S. Marotz and R. O'Hearn once a clean copy is presented on 7/1/2016. S. Marotz reiterated that in the event of reorganization this proposal would be moot.
- S. Marotz brought **F-3** for discussion stating that it may be moot. S. Marotz opened discussion regarding Fire Prevention Captain and the difficulty filling the position, the need for a set length of time for the position to be held for the best interests of public and the department and possibly moving this position to a civilian position.
- S. Marotz brought **F-5** for discussion. S. Marotz asked for a justification of the \$2/hour increase vs. a percentage; discussion ensued on the increased amount, selection process, and impact to the Fire budget. R. O'Hearn stated that the Union's proposal was a starting point to open the line of discussion and the Union would like a chance to decide how to go forward. S. Marotz stated that a hybrid solution may be possible; it is dependent upon the numbers.
- The schedule for July 5, 2016 was confirmed for 10am-1pm and July 6,

2016 was confirmed to be 10am-5pm.

- Documents attached to the June 30, 2016 meeting minutes: Proposals C-4 through C-16; F-2 through F-6; Aetna insurance information prepared by N. Harms.
- **Session #2 adjourned at 3:04pm**

By: 
Lynette Sampson, Legal Department

Approved as to Substance and Form:

By: 
Ryan O'Hearn, President
IAFF #187

PROPOSAL # C-3

Health
ARTICLE 18 - ~~MEDICAL COVERAGE PROGRAM - October 2015-~~

September 30, 2016

Section A. The Union agrees to the negotiated ~~Blue Cross PPO plan~~
_____ medical plan as approved by City Council. The City agrees to pay a share of
medical premiums for employees covered by the plan as follows:

- 94.0% for employee only
- 92.0% for employee plus one
- 90.0% for employee plus family

On the first payroll of fiscal year ~~2014~~, shall submit for deposit \$2000.00 into the
individual VEBA health reimbursement accounts of those employees covered by the City's
medical insurance plan. The City will offer a vision program at the employees' expense.

Section B. The City will provide "~~Delta-Dental LowBasic~~" coverage for all employees.
The City will also ~~pay approximately one-half~~ portion of the premium, if the employee elects
dependent coverage and the employee pays the balance of the premium for this coverage. The
employee may also elect to pay the additional premium to upgrade coverage to "~~Delta-Dental~~
HighEnhanced" at his/her own expense.

Section C. The City will provide a medical coverage program, equivalent to the current
employee program (excluding the dental plan), for retirees and their dependents as follows;

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1 (a). Retirees and their dependents will be eligible to join this program at the end of
2 the eighteen (18) month C.O.B.R.A. period the first of the month following the
3 retirement date.

4 (b). Retirees will be required to pay for the 100% of program premiums.

5 (c). This coverage terminates when the retiree becomes eligible for Medicare.

6 (d). The retiree is ineligible if he/she is Medicare age upon retirement.

7 (e). If the retiree is ineligible due to Medicare, the dependents on the plan will
8 become COBRA eligible.

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9 **Section D.** The City will make available, at no cost to the employee, medical tests
10 including Blood Chemistry, CBC, Cardiac Profile, Prostate-Specific Antigen, Occult Blood,
11 Thyroid (T-4). These tests will be made available at the Annual City Health Fair or another
12 program organized by the City.

13 ~~*COMMENCING ON OCTOBER 1, 2016 THE FOLLOWING WILL BE ARTICLE 18*~~

14 **Section A.** ~~The City agrees to pay medical premiums for employees covered by the~~
15 ~~Northwest Fire Fighters Benefits Trust, premiums shall be paid into the Northwest Fire Fighters~~
16 ~~Benefits Trust.~~

17 ~~On the first payroll of each fiscal year, the City shall submit for deposit \$2000.00 into the~~
18 ~~individual VEBA health reimbursement accounts for all members.~~

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1 Section B. All Savings incurred by the City of Pocatello above twenty five thousand
2 (\$25,000.00) received by members being the NWFET, shall be divided equally amongst the
3 members and deposited in the individuals VEBA accounts.

Comm
half or :

4 Section C. The City will provide "Delta Dental Low" coverage for all employees. The
5 City will also pay approximately one half of the premium, if the employee elects dependent
6 coverage and the employee pays the balance of the premium for this coverage. The employee
7 may also elect to pay the additional premium to upgrade coverage to "Delta Dental High" at
8 his/her own expense.

9 Section D. Should at any time In the event the cost of the NWFET Cost become is greater
10 than they would be if Members were covered under the cost of the health insurance plan current
11 Medical Coverage purchased for offered to other city employees, this contract agreement will
12 be opened to negotiateion, such impact.

1 | PROPOSAL # C-4

2 | ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

3 | Section A. The purposes of this agreement are ~~is to~~ set out the agreed upon rights, duties
4 | and responsibilities by and between the Parties hereto with respect to the Bargaining Units
5 | wages, rates of pay, working conditions and all other terms and conditions of employment.
6 | ~~promote and improve the relations among the City, its employees, and the Union; to establish a~~
7 | ~~formal understanding relative to all conditions of employment; and to provide the means of~~
8 | ~~amicable and equitable adjustment of any and all differences or grievances which may arise, all~~
9 | ~~of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello,~~
10 | ~~Idaho.~~

11 | ~~The primary function of the Fire Department is the protection of life and property, and~~
12 | ~~due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in~~
13 | ~~each position. It is necessary for the public benefit that the Fire Department works as an integral~~
14 | ~~unit in carrying out this function and that the service not be broken up into small, individual,~~
15 | ~~separate and distinct divisions which act on their own; the entire department must be able to~~
16 | ~~function as a unit.~~

17 | Section B. It is agreed that by the execution of this agreement ~~The parties signing this~~
18 | ~~Agreement on behalf of the City and the Union, respectively, declare that they are executing this~~
19 | ~~Agreement by authority granted from their respective bodies and pursuant to the obligations set~~
20 | ~~forth in Idaho Code Section 44-1801 et seq., and that this agreement binds the party for which~~
21 | they execute the same.

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1 and are acting in good faith with the intent to bind the respective parties and fully perform the
2 Agreement.

3 **Section C.** It is ~~also~~ agreed that in the event that the terms of this agreement contradict
4 the terms of where there are clear differences in the wording and the text of the Firefighters'
5 Collective Bargaining Agreement,the Pocatello Fire Department Standard Operating Procedures,
6 Fire Civil Service Rules, or and the Personnel Policy Handbook, that this agreement will control.
7 ~~the Firefighters' Collective Bargaining Agreement shall supersede. However,~~It is further agreed
8 that all parties at the time of contracting shouldwill make every effort to identify and notify any
9 other party of conflicts between the identified documents and agreements in an effort to allow
10 changes to be made to eliminate any such conflicts with the terms of this agreement. ~~point out~~
11 ~~differences so that the Firefighters' Collective Bargaining Agreement, Fire Department Standard~~
12 ~~Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook are not in~~
13 ~~conflict. The provisions of the Personnel Policy Handbook will not be in effect until agreed~~
14 ~~upon by the Union.~~

PROPOSAL # CS

ARTICLE 9 - BASE PAY

Section B. Employees not working due to a condition covered under the ~~State Workers~~
~~Compensation applicable City workmans compensation procedure and program~~ will continue to
receive their full salary.

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1 | PROPOSAL # C-6

2 | ARTICLE 28 - HEALTH AND SAFETY

3 | Section G. Fit-For-Duty. There are two components that determine an employee's
4 | fitness for duty and both must be met in order for the employee to serve in a line capacity which
5 | exposes them to an Immediately Dangerous to Life and Health (IDLH) environment.

- 6 | 1. Medical Certification – Fire Department Physician will provide medical certification
7 | and return to work authority. Medical conditions that are being treated by a specialist
8 | require a unified return to work decision between the Department's Physician and the
9 | specialist.
- 10 | 2. Combat Challenge – All personnel, as defined above, shall complete the physical
11 | demands of the combat challenge once per year. Individuals who are unable to
12 | complete the Combat Challenge standards will be pulled from the line duties, placed
13 | on light duty, and prescribed a directed training regimen by a Peer Fitness
14 | Coordinator. The individual will have ~~four~~ eight (8) weeks from the initial failure to
15 | complete the Combat Challenge unless the Department's Physician recommends an
16 | extension due to extenuating medical circumstances and his medical opinion that the
17 | member will return as a fully functioning line firefighter. ~~or demonstrate measurable~~
18 | ~~improvement.~~ A weekly progress report will be submitted to staff by a Peer Fitness
19 | Coordinator for any employee on a directed training regimen.

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1 PROPOSAL # C.7

2 ARTICLE 22 – PROMOTIONS, Section B

3 Section B. PROMOTIONS REQUIRING EXAMINATION

4 1. The following positions shall be promoted in accordance with this section:

5 a. Three (3) Battalion Chiefs.

6 b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one
7 (1) Captain in Fire Prevention. With regard to the positions in Fire Prevention,
8 promotions shall be made from those who currently hold the position of Captain,
9 or the first person on the Captain's eligible register. However, those on the
0 eligible register may choose to decline the position of Fire Prevention Captain
11 without losing their position on the register. In that event, the promotion will be
12 offered to the next eligible candidate on the list. In any event, those who choose
13 to accept the promotion to the position of Fire Prevention Captain shall make a
14 commitment to remain in that position for a minimum of two (2) consecutive
15 years.

16 c. Fifteen (15) Driver Operators.

17 2. In order to be promoted to the positions above a candidate must attain the greatest
18 number of points, among those meeting all promotional eligibility requirements at the
19 time the vacancy occurs. Battalion Chief promotional will be conducted in an as

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PROPOSAL # C-8

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ARTICLE 26 - SETTLEMENT OF DISPUTES & DISCIPLINE

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For the purpose of this Agreement, ~~dispute~~ a grievance is defined as an circumstance allegation that the City a party to this agreement has violated the terms of this agreement involving the interpretation of the terms of this Agreement. It is agreed that Supervisors ~~that~~ management ~~have~~ has the right to discipline Bargain Unit members for just cause. Members subjected to discipline that results in the employee's suspension without pay, demotion, dismissal or loss of benefits may invoke the disciplinary review procedures provided in the Civil Service rules as outlined in SOG 5019; however, if such election is made the employee member will ~~then~~ be precluded from grieving the proposed discipline as ~~outlined~~ under the terms of this in the Collective Bargaining Agreement. In the event the member does not invoke the procedures of the Civil Service Commission as outlined in SOG 5019, such member may invoke the grievance procedures of this Collective Bargaining Agreement.

Section A. ~~Labor d~~Disputes or differences arising between the City and the Union and the employee, including differences or disputes as to the meaning, application or operation of any provision of this Agreement shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed between the parties that the Standard Operating Procedures of the Fire Department and the Civil Service Rules are subject to the grievance procedure set forth herein.

Section B. Before filing a formal grievance ~~A~~ny employee who ~~has a~~ grievance concerning interpretation of this Agreement shall notify, in writing, the shop steward within

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1 thirty (30) calendar days from the date the employee knew or should have known of the facts
2 which form the basis of the grievance.~~of the grievance.~~ The shop steward will either resolve the
3 grievance or notify the Union Grievance Committee, herein referred to as the Union, within
4 thirty (30) calendar days of receipt of the notice of the grievance from the employee, and they
5 Union shall determine if a grievance exists. If in their opinion of the Union no facts exist to
6 support a grievance exists, no further action is necessary.

7 **Section C.** If in the opinion of the Union, a facts exist that support a grievance exists, ~~it~~
8 the Union shall notify the Fire Chief, in writing, within thirty (30) calendar days of the date that
9 the Union received notice from the employee. If the Union and the Fire Chief fail to reach an
10 agreement within thirty (30) calendar days, ~~they~~ the Union shall notify the Mayor, in writing, of
11 the grievance and the basis for the same. The Chief may call upon his staff officers at any time
12 in the course of his efforts to reach an agreement.

13 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing,
14 the Union Grievance Committee within thirty (30) calendar days of when the City knew or
15 should have known the facts upon which the grievance is based. If the parties fail to reach an
16 agreement within thirty (30) calendar days of the Union receiving such notice, ~~it~~ the grievance
17 shall proceed~~shall be handled~~ in accordance with the provisions of Section F.

18 **Section E.** In the event the grievance is not resolved within thirty (30) calendar days,
19 after being referred to the Mayor, either party may elect to the issue may behave the grievance
20 submitted to arbitration in accordance with the following procedures:

21 1.—The party demanding arbitration shall file their demand and copy the opposing party
22 within sixty (60) calendar days from the date the grievance was referred to the Mayor.

1 The failure to file the demand for arbitration within sixty (60) calendar day period
2 shall be deemed a waiver of the right of such party to demand arbitration of the issue
3 in dispute.

4 ~~2.1.~~The party requesting arbitration will request from the American Arbitration
5 Association, a panel of 5 arbitrators who are members of the National Academy of
6 Arbitrators. Both parties shall prepare and agree on written questions outlining the
7 issues to be addressed by the arbitrator.

8 ~~3.2.~~Either party may reject the entire panel of arbitrators and request a new panel from
9 the A.A.A., to be selected in accordance with number 2 above. No more than two
10 panels may be so rejected.

11 ~~4.3.~~A flip of the coin will determine the right to strike the first two names from the
12 five-person panel. The other party will then have the right to strike an additional two
13 names. The fifth remaining person will then be the arbitrator. This selection process
14 must be accomplished within 5 days of receipt of the panel from the A.A.A.

15 ~~5.4.~~The decisions of the Arbitrator shall be final and binding on both parties in all matters
16 pertaining to Section A, of this Article.

17 ~~6.5.~~The Union and City shall equally share the expenses of the Arbitrator.

18 **Section F.** Where a complaint alleges discrimination based on race, creed, color,
19 religion, sex or physical handicap, the City's Affirmative Action complaint procedure will be
20 utilized. In matters dealing with sexual harassment, the Sexual Harassment Complaint Procedure

1 | will be used. These claims cannot be resolved through the use of the grievance

2 | proceedureprocedure.

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PROPOSAL # C-9

2 MULTIPLE ARTICLES – DEPARTMENT REORGANIZATION

3 The City of Pocatello intends to reorganize the management team of the department. The
4 City intends to implement a One (1) Deputy Chief and four (4) Division Chief model all of whom
5 will be exempt supervisors and work a traditional forty (40) hour work week. The Division
6 Chief's will respond to emergencies one week out of four (4), and be referred to as "Call Duty."
7 Division Chief's will be required to reside within the City Limits during their week of call duty.
8 These positions will not be referenced in the Collective Bargaining Agreement and appointment to
9 these positions will be at the discretion of the Fire Chief.

0 This reorganization will remove the ranks of Battalion Chief (BC) which is currently a
1 non-exempt rank within the CBA and an Assistant Chief (AC) which is an exempt position not
2 covered under the CBA.

3 Below is the list of Articles affected by this reorganization and the proposed changes:

4 ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)

5 Section B. Personnel requesting to join Hazmat Regional Response Team 6 shall do so
6 in compliance with the most current SOG Hazmat Technician Certification. The number of team
7 members will be determined by the Fire Chief based on the needs as identified by the Battalion
8 Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as
9 defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in
0 addition to their regular or overtime pay when the response is approved by the State Bureau of

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1 discussions and will have the right to express his/her opinions about the applicants. The union
2 recognizes that the Fire Chief or designee is solely vested with the authority to make all hiring
3 decisions.

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5 **ARTICLE 22 - PROMOTIONS**

6 **Section B.** PROMOTIONS REQUIRING EXAMINATION

7 1. The following positions shall be promoted in accordance with this section:

8 ~~a. Three (3) Battalion Chiefs.~~

9 b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one
10 (1) Captain in Fire Prevention. With regard to the positions in Fire Prevention,
11 promotions shall be made from those who currently hold the position of Captain,
12 or the first person on the Captain's eligible register. However, those on the
13 eligible register may choose to decline the position of Fire Prevention Captain
14 without losing their position on the register. In that event, the promotion will be
15 offered to the next eligible candidate on the list. In any event, those who choose
16 to accept the promotion to the position of Fire Prevention Captain shall make a
17 commitment to remain in that position for a minimum of two (2) consecutive
18 years.

19 c. Fifteen (15) Driver Operators.

1 1. The Captains are responsible for conducting an inspection at least once each quarter
2 year of the safety equipment assigned to personnel under their supervision. In
3 addition, the Committee may also conduct such inspections. When any article needs
4 replacement or repair, the Captain shall forward a written request, with a
5 recommendation date for correction if appropriate, to the ~~Battalion~~ Fire Chief or his
6 designee, with a copy to the Committee.

7 **ARTICLE 33- REASONABLE SUSPICION OF DRUG AND**

8 **ALCOHOL TESTING**

9 1. Employer and Union agree to implement the following alcohol and drug-testing
10 program. The parties agree that the primary purpose of this policy is to prevent on-
11 the-job impairment stemming from substance abuse. The parties also agree that when
12 a worker is presumed to be impaired due to substance abuse that the supervisor has an
13 obligation to remove the employee from his position immediately. The supervisor
14 will call "Out of Service" and contact the ~~Battalion~~ Fire Chief, or his designee
15 immediately, who after verifying the suspicion, will contact the Pocatello Police
16 Department Shift Commander and ask that an officer that is trained in recognition of
17 drug and alcohol identification be sent to evaluate the suspected employee. If the
18 officer believes that said employee may be under the influence, the employee shall
19 submit to a breath analysis, urinalysis, and/or blood.

20 **SCHEDULE A (BI-WEEKLY BASE PAY) ***

CLASSIFICATION

PAY GRADE

Bi-weekly Base Pay FY2016

* Effective first pay period of FY 2016

1 **SCHEDULE E (BARGAINING UNIT)**

2 The bargaining unit shall include the following employees:

- 3 1. Secretary – Fire (Admin. IV)
- 4 2. Emergency Medical Administrative Assistant (Admin. VI)
- 5 3. Assistant to the Fire Chief
- 6 4. Emergency Vehicle Technician
- 7 5. Community Relations/Education Specialist
- 8 6. Fire Inspector (Days)
- 9 7. Office Manager
- 10 8. All Classes of Firefighters
- 11 9. Driver Operators
- 12 10. Paramedics
- 13 11. Fire Captains (including Captains-Fire Prevention)
- 14 ~~12. Battalion Chiefs~~

15 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.
16 All members of the Bargaining Unit are classified as Non-Exempt Employees.

17

1 | to violate any federal or state statutes, local ordinances, or the terms of this collective bargaining
2 | agreement or memorandum of understanding.

3 | ~~Should the City desire to change any current policy or practice in order to comply with~~
4 | ~~the provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda~~
5 | ~~and supporting legal documentation stating the basis necessitating the change in a current~~
6 | ~~practice or policy.~~

7 |

PROPOSAL # C-11

ARTICLE 12 - EXTRA DUTY

Section G. The compensation for the hours worked by Any employee who is detailed
out assigned to participate in on third-party contracted work, including but not limited to,
Department of Lands, U.S. Forest Service, BLM, State of Idaho, shall be compensated
calculated on a Portal to Portal basis.

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ARTICLE 12 - EXTRA DUTY

Section E. If an off duty employee is subpoenaed for a legal proceeding related to on-duty acts or observations the employee will receive extra duty compensation pursuant to Section C immediately above. ~~employees will receive extra duty compensation for attending court proceedings if they receive a subpoena. The reason for the subpoena must be directly related to on duty actions or observations.~~

PROPOSAL # C-13

ARTICLE 12 - EXTRA DUTY

Section F. Any employee ~~who is assigned to work, as the~~ Captain in charge of Station
Four, shall be paid an additional \$0.50 per hour special assignment pay for each hour he/she
holds such status.

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1 PROPOSAL # C-14

2 ARTICLE 20 - STAFFING POLICY

3 The Chief of the Department, as an administrative procedure, shall establish staffing
4 requirements. ~~The City agrees to maintain current bargaining unit staffing levels during the term~~
5 ~~of this contract, but if~~ Bannock County fails to contract with the City of Pocatello for ambulance
6 service, this contract will be open for negotiation of bargaining unit staffing levels.

7 A representative from the union will have a right to participate seat in the hiring process
8 ~~of hiring for~~ -new Fire Department employees who ~~are~~ will be covered by this Collective
9 Bargaining Agreement and Assistant Chiefs. Such union representative will participate in the
10 interviews, the post interview discussions and will have the right to express his/her opinions
11 about the applicants. The union recognizes that the Fire Chief or designee is solely vested with
12 the authority to make all hiring decisions.

13 In addition, ~~a representative from the~~ Union will have the right to appoint a representative
14 on seat in any the committee ~~appointed~~ established by the Mayor for the purpose of making
15 recommendations to the Mayor for the selection and hiring of new Fire Chiefs.
16

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1 | PROPOSAL # C-16

2 | SCHEDULE A (BI-WEEKLY BASE PAY) *

3

CLASSIFICATION	PAY GRADE	Bi-weekly Base Pay FY2016
Secretary - Fire (Admin. IV)	15X	\$1605.10
Emergency Medical Admin. Asst. (Admin. VI.)	17X	\$1741.26
Emergency Vehicle Technician	20X	\$2041.37
Community Relations/Education Specialist	20X	\$2041.37
Assistant to the Fire Chief	19X	\$1941.33
Fire Inspector	19X	\$1941.33
Office Manager	21X	\$2141.50
Probationary Firefighter	14F	\$1533.84
2nd Class Firefighter	16F	\$1686.70
1st Class Firefighter	18F	\$1852.90
Driver Operator	20F	\$2037.22
Firefighter Paramedic	22F	\$2234.63
Captain (40-Hour)	24X	\$2450.51
Captain (56-Hour)	24F	\$2450.40
Battalion Chief (56-Hour)	23F 27F	\$2881.16

4
5
6

* Effective first pay period of FY 2016

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POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL # F-2

Proposal: The following changes to Article 26 - Section C

ARTICLE 26 – SETTLEMENT OF DISPUTES AND DISCIPLINE

Section C. If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, they shall notify the Mayor in writing. After notifying the Mayor, the Grievance Committee will have the opportunity to meet with the Mayor to present their findings. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

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POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL # F-3

Proposal: The following changes to Article 14 Section E subsection 2

ARTICLE 22 - PROMOTIONS

Section A. PROMOTION - DEFINITION

All appointments to classifications other than that of Firefighter are considered to be promotions. Each person promoted will serve on a probationary status for a period of one (1) Year.

Section B. PROMOTIONS REQUIRING EXAMINATION

1. The following positions shall be promoted in accordance with this section:

- a. Three (3) Battalion Chiefs.
- b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one (1) Captain in Fire Prevention. With regard to the positions in Fire Prevention, promotions shall be made from those who currently hold the position of Captain, or the first person on the Captain's eligible register. However, those on the eligible register may choose to decline the position of Fire Prevention Captain without losing their position on the register. In that event, the promotion will be offered to the next eligible candidate on the list. ~~In any event, those who choose to accept the promotion to the position of Fire Prevention Captain shall make a commitment to remain in that position for a minimum of two (2) consecutive years.~~

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c. Fifteen (15) Driver Operators.

2. In order to be promoted to the positions above a candidate must attain the greatest number of points, among those meeting all promotional eligibility requirements at the time the vacancy occurs. ~~Battalion Chief promotional will be made with only B and D of the following formula.~~

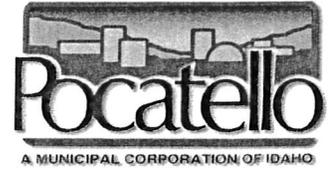
.....

Section G. REDUCTION IN RANK

1. Disciplinary reduction: A member may be reduced in rank per the disciplinary procedures. When so reduced, the individual will be reduced in rank available as a result of the reduction determined by the disciplinary action.

2. Reduction in Work Force: A reduction in staffing due to an involuntary force reduction.

- a. The last person promoted shall be returned to the rank and seniority held before ~~seniority held before~~ promotion.



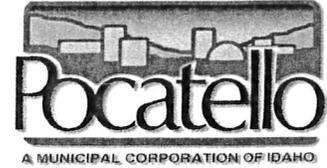
POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL # F-4

Proposal: Multi-year contract with wage increases

- 1) The contract will be in effect through September 30, 20¹⁹20.
- 2) For FY17 there will be a 0% increase in base wages.
- 3) For FY18 there will be a 1.5% increase in base wages.
- 4) For FY19 there will be a 1.5% increase in base wages.

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**POCATELLO FIRE FIGHTERS LOCAL #187
NEGOTIATION PROPOSAL # F.S**

Proposal: The following changes to Article 14 Section E subsection 2

ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)

Section A. Qualified Firefighters, Driver/Operators, Paramedics and Captains shall become eligible for additional compensation when working above his/her normal classification as follows:

1. Firefighter qualified to work on the ambulance; ~~0.41% of Base pay (paid biweekly)~~. \$2.00 per hour when assigned to the ambulance. *removed? pull from other FF*
2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance; 2.24% of Driver/Operator's Base pay (paid biweekly). *over & above*
3. Driver/Operator qualified to step-up to Captain; 2.94% of Captain's Base pay (paid biweekly).
4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
5. Firefighters or Driver/Operators certified to work the position of paramedic with Pocatello Fire Department shall be paid at the pay rate for the paramedic position worked.

Any firefighters called in should work at the position of their rank, if possible. Any firefighter assigned to a lower rank shall be paid at the rate applicable to his/her own level. Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the Department's Step up certification program as agreed upon between the Fire Chief and the Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall not be placed in a position which he/she has not qualified for in the past under Article 22 of the Firefighters Collective Bargaining Agreement, except as specified below. Such

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temporary assignment shall not be for a period of more than ninety (90) days without the mutual agreement to such assignment of the Union.



POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL # F-6

Proposal: The following changes to Article 21

ARTICLE 21 - SHIFT CHANGE

Upon approval of the Battalion Chief, any employee will have the right to exchange shifts or trade with any other employee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent himself/herself from work to attend to purely personal pursuits.

When an employee is absent from work under the exchange of shifts policy, no other employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, a standard form must be filled out per the SOG and given to the Battalion Chief ~~Division Chief~~, twenty-four (24) hours prior to trade under normal conditions, or as soon as possible in extenuating circumstances. The person who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave, or vacation policy.

*- consistent w/
B.C. - Re they
then reject*

*TA w/
contingency
4/30/16
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		Aetna w/out fire
Medical Plan Provisions		PPO In-Network (Out-of-Network)
	Office Co-Pay	\$25 PCP / \$50 Specialist (ded/coins)
	Individual Deductible	\$2,000 (\$2,000)
	Family Deductible	\$4,000 (\$4,000)
	Co-Insurance	80/20 (60/40)
	Individual Out-of-Pocket Maximum	\$4,000 (\$4,000)
	Family Out-of-Pocket Maximum	\$8,000 (\$8,000)
	Accidental Injury	80/20 (60/40) after deductible
	Wellness/Preventive Care	For specifically listed covered services: 100% (60/40 after deductible)
	Wellness Benefit - Weight Loss Education Services	Covers eligible Healthy Diet Counseling and Obesity Preventive Counseling subject to ACA guidelines
	Maternity	80/20 (60/40) after deductible
	Emergency Room	\$100 copay, then 80/20 (80/20) after deductible
	Hospital	80/20 (60/40) after deductible
	Chiropractic	80/20 (60/40) after deductible 20 visits per calendar year
	Prescription Drugs	\$10 Generic \$30 Brand Formulary \$50 Brand Non Formulary \$0 Generic Prescribed Contraceptives
	Inpatient Mental Health	80/20 (60/40) after deductible
	Outpatient Mental Health	\$20 copay; (60/40 after deductible)
Medical Rates		Option 2
Employee	149	\$513.84
EE+ Spouse	80	\$1,073.93
EE + Child	27	\$899.22
EE+ Children	22	\$1,284.60
Family	190	\$1,520.97
Monthly Medical Cost	468	\$809,544.74
Annual Medical Cost		\$9,714,536.88

6/30/16
V8,mm

