Fire Union Negotiation Meeting Minutes

Meeting Date & Time:	7/19/2016; 1:06pm – 3:32pm	
Attendee	**Position**	**Company/Department**
Scott Marotz	Professional Negotiator	
David Gates	Chief	Fire
Joyce Stroschein	CFO	Finance
Nichole Harms	HR Consultant	HR
Lynette Sampson	Legal Asst.	Legal
Anne Butler	Interim Director	HR
Heather Buchanan	HR Consultant	HR
Ryan O'Hearn	President, IAFF 187	Fire
Curtis Smith	Negotiation member, IAFF 187	Fire
David Scott	Negotiation member, IAFF 187	Fire
Eric Anderson	Negotiation member, IAFF 187	Fire
Mick Coward	Negotiation member, IAFF 187	Fire
Absent: Andy Moldenhauer		

Meeting Notes	
City of Pocatello and IAFF #187 Union Negotiation	▪ Meeting opened at 1:06 p.m. by Scott Marotz.
Session #6:	▪ S. Marotz opened the meeting by asking R. O'Hearn about the meeting minutes from previous sessions. According to State Statute, minutes must be posted; R. O'Hearn stated he would review the minutes this week. L. Sampson asked about **F-7** and **F-6**. C. Smith stated that **F-7** was to correct the misspelling of "alcohol" under Article 33 and in the Table of Contents. R. O'Hearn provided a clean copy of **F-6** for signature as **Tentatively Agreed** on June 30, 2016 and **F-6** was signed. ▪ S. Marotz distributed **City Counter to F-4**, a complete redline contract and explained the changes. Discussed changes included the removal of restrictive language that does not work in multi-year contracts and addition of a compensation committee and a starting point for wage increase discussions. S. Marotz summarized the meeting with the City Council regarding the union contracts. S. Marotz stated that three years is too long and there is the issue of the gap in wages. S. Marotz stated that he would like a 2 year instead of a 3 year contract and then trying to figure out wage increases for this year and next year. S. Marotz stated that he cannot politically or in good conscience make an offer to increase fire wages in this contract beyond what the Pocatello Fraternal Order of Police (FOP)

received. Article 9 in **City Counter to F-4** was left blank as a discussion point. Another City concern regarding fire wages is that any increase to the base wage increases everything else (ad pays, over time, longevity, etc.) and makes problems with the salary schedule bigger and more difficult to bring in to line once a new structure is determined. S. Marotz stated that any wage increase this year cannot go to the base; he proposed a 1 time bonus as an ad pay as it will not impact other numbers and is simpler for calculation purposes. R. O'Hearn and C. Smith asked about Article 9. C. Smith asked if the ad pay would be prorated over the fiscal year and then it would go away, so it's really just a one year payment. S. Marotz stated that the next year would be looked at, what do we do? Does the City keep it in place for the next fiscal year or keep it in place with more; but it still has to be non-base. S. Marotz stated that the issue is the increase to the base and this is the City's attempt to get the Union more money without making the compensation problem worse. R. O'Hearn stated that if the proposed compensation committee demonstrates the Union members are underpaid, and then compensation will be increased so adjusting the base now will not add to the problem. R. O'Hearn stated that by adding to the base it shows the City is working to resolve the problem instead of keeping the Union low and also giving them a bonus. S. Marotz responded that the City is not keeping the Union low, the Union is basically getting the same amount of money that was given to the police and that amount is the ceiling. S. Marotz stated that the amount given to police would represent a base increase of .5% to .75% to the Union or they could look at 1.5% 1 time bonus. S. Marotz stated that once the 1.5% 1 time bonus is in the budget, it will be budgeted the next fiscal year and can be factored into the new compensation scheme to be distributed where it is most needed; if the increase is to the base, the City has no flexibility to make a new compensation scheme work. J. Stroschein stated that once the numbers are in the budget, the City is able to take that amount and apply it as needed to start to address the compensation problem in the fire department and pay people as needed for retention. S. Marotz confirmed that the increase as a bonus gives the compensation committee the ability to address pay issues. R. O'Hearn asked what the ceiling was in police that was negotiated; what was the number? S. Marotz stated that the cost of the police's salary increase was $79,000 and they gave up longevity in order to get that which the City is not asking the Union to do although the City would like for the Union to do so. R. O'Hearn asked what S. Marotz means with giving up longevity. S. Marotz stated that everyone is grandfathered where they are at now and there is nobody moved into longevity that wasn't already in and nobody gets an increase to longevity starting October 1. S. Marotz continued that there will be ad pays paid to those people to keep those people even and as salaries increase, ad pays diminish until gone. R. O'Hearn asked if the $79,000 is what the Union would be held to for FY17 bonus; S. Marotz answered in the affirmative. S. Marotz stated that that equates to about 1.5% of base; if the amount goes to the base with that amount of money, it is basically .55% or .6% as you have to take into consideration over time, ad pays, longevity changes, and others. R. O'Hearn asked if the concern with adding it to the base is that it will increase the longevity multiplier; J. Stroschein and S. Marotz answered in the affirmative. S. Marotz stated that whatever is applied to

	the base also effects other ad pays; R. O'Hearn asked what those are. S. Marotz stated EMT ad pay, anything that is calculated on the base and he thinks everything is based on base pay and it increases everything across the board. J. Stroschein stated that the numbers aren't necessarily based on your base pay; your base pay is based on the classification above yours. S. Marotz clarified that the 1 time bonus will not have a negative effect on PERSI as PERSI is credited based on total compensation. S. Marotz stated that when looking at the costs, PERSI and taxes are part of those costs. R. O'Hearn asked for caucus. ▪ **Caucus 1:24pm – 2:14pm** ▪ R. O'Hearn started the meeting after caucus by stating that the Union looked at **City counter to F-4** and cannot accept it as written. S. Marotz asked what the Union's specific issues are instead of just general. R. O'Hearn stated that issues are wages, health care, Bargaining Unit levels, and the language that stipulates the outcome of the compensation committee; he stated that they cannot get the membership to ratify. R. O'Hearn stated that the Union came a long way off of their position. S. Marotz asked the Union for specific issues so they can be discussed. R. O'Hearn stated that it appears the Union and City have some philosophical differences about long-term commitment to compensation and he doesn't think that the Union can buy-off on doing away with longevity for what amounts to basically $900 per employee. S. Marotz interjected that the City is not asking the Union to get rid of longevity here. R. O'Hearn responded that in 2 years they will to which S. Marotz stated that if the Union agrees to it at that point in time. M. Coward stated that's an outcome of the committee to get of longevity; S. Marotz responded that's the goal but if the committee cannot agree to that, then there would be more than 1 recommendation to the negotiation team and it's down to what gets negotiated in 2 years. S. Marotz stated that it is the goal and the hope of the compensation committee to come up with a compensation program that removes longevity and brings the fire department to market rate or a mechanism that will bring market rate over a definitive amount of time. S. Marotz stated that even if the compensation committee cannot come to a consensus, at least the committee's efforts will give both sides the ability to operate from the same base of information to figure out how you negotiate in 2 years. S. Marotz reiterated that there is nothing in the City's proposal that says longevity goes away; it is still subject to negotiation in 2 years. S. Marotz stated that if you're serious about having a committee look at things and come to a consolidated base of information so that we're not talking in different directions, this is a way to start; and if the Union has specific issues with the language, then let's talk about it because talking in generalities does not help us get anywhere. R. O'Hearn stated that specifically there needs to be an increase in wages with a commitment to increase the base wage and all of the fall-out that comes with it. R. O'Hearn stated the Union is not trying to break the bank, but they think that to move in that direction that it needs to go to the base. R. O'Hearn stated that the Union is asking for a wage adjustment, not a 1 time bonus and this will make a plan sustainable. C. Smith stated that one of the driving cruxes behind this is the healthcare. C. Smith stated that it is a huge benefit to their members to be with the Northwest Firefighters Trust; it's a better insurance, lower deductibles, lower out of pocket max, and no

	longer the co-pays on the premiums for employees which equates on this plan to $144 per month to families. C. Smith stated that the City Council has said that they want to reach a plan that is beneficial to both parties and the benefit from what the Union presented was they would stay in the healthcare system with the City and the benefit for the Union was the increases in the base wages. C. Smith stated that it appears from the City's proposal that they are staying in the City's healthcare plan and the Union is not getting an increase in wages; it appears roughly $900 per individual and for a lot of their members they're talking over $1400 in healthcare premiums and lower deductibles and lower out of pocket max. C. Smith stated that the proposal has to be beneficial to their members and he thought that was what the Council wanted; something that was beneficial to both parties. A. Butler interjected that the City has not seen any of the Union's insurance information. N. Harms and S. Marotz stated that the City did receive some information; the plan design and the rates were estimated. S. Marotz stated that he understands the insurance benefit to the Union members, but the cost to the City and other City employees is a definitive factor that the Union cannot ignore which is $323,000 to the City plus the additional out of pocket cost to every other City employee because of the increased premiums that although isn't calculated at this time, it is estimated to be at least $100,000. S. Marotz stated that without dealing with that problem, how can you ever look at any proposal being beneficial or even neutral to the City? S. Marotz stated that what the Union is proposing is an absolute cost detriment to the City without any concept of how you make that neutral. R. O'Hearn asked what about the increased cost to the Union body for being a low-risk pool by staying with the City's insurance; they can attain better insurance at a lower cost for their group and he understands the fall-out for the change in the risk pool to the City. R. O'Hearn stated that it is an increased cost to their members to stay with the City's insurance; you want to talk about out of pocket to the other City employee's, I understand that, it's about $88 what an employee with a family pays per year with and without fire. R. O'Hearn contends that Union employees realize a greater impact to their out of pocket for that co-insurance for those employee co-pays by being lumped into that larger pool that changes that risk. R. O'Hearn stated that the double digit increases in insurance costs the City faced last year was what drove the Union to look elsewhere to control costs; S. Marotz responded that was to control costs for your membership and not for the City. Discussion ensued regarding Mercer, the size of insurance pools, and how entities cannot afford to get separate policies for different types of employees (i.e. healthier vs those who use insurance more often). R. O'Hearn stated that getting back to the **City's Counter to F-4**; the Union cannot accept it as written. S. Marotz asked what the Union objected to and why. R. O'Hearn stated Bargaining Unit levels, staffing, and wages. S. Marotz asked what the concerns are; from his standpoint, the longer the contract the more risks there are to both sides to have restrictions on staffing levels; if the contract is yearly, then more restrictive language is okay since it is negotiated each year. R. O'Hearn responded you asked for more specifics, those are two. S. Marotz asked how the Union would like that language to read. R. O'Hearn stated that he would put that in S. Marotz's court to bring something that R. O'Hearn would be able to sell to

	the Union membership; S. Marotz asked for R. O'Hearn to tell him what he wanted. C. Smith stated the Union did. C. Smith stated the Union presented the 3 year proposal with built in COLAs to the base; S. Marotz stated that the City cannot live with those numbers. C. Smith then asked what the City can live with besides the blank numbers; what is the City Council willing to do for the Union? S. Marotz stated the Council stated they are willing to give the Union the same as they gave police; those are the limits. R. O'Hearn interjected and stated that the Union and City are a long way off from coming to an agreement; where are we now? S. Marotz stated that the City can discuss the staffing levels, but can't do a 3 year contract; 2 year contract acceptable. S. Marotz stated the City is willing to discuss how to utilize the available funds for pay increases for the upcoming and next fiscal years. R. O'Hearn stated that's $79,000 for this year, and then how does the future look? S. Marotz answered the Union would get whatever the police negotiated next year. R. O'Hearn and C. Smith asked why the fire Union was handcuffed to what the police could negotiate; why couldn't the fire Union negotiate wages next year to which S. Marotz responded because you've proposed a multiyear contract. D. Scott asked what happens if the police negotiate a larger pool of money, there's less left for us so next year would be less than $79,000. D. Scott continued if the FOP is successful, there's less money or if they're less successful than they were this year then there would be more money; whatever it is, the available money is not going to change. J. Stroschein indicated that there is no way for the City to know what money will be available next year. D. Scott then stated that then there is no guarantee that there's any money on the table next year. S. Marotz stated that the City does not know what money will be available; the City is only estimating available funds for the next year but the City is willing to put the second year in the contract and the fire Union will get the same dollar amount as the police negotiate. S. Marotz stated that the new compensation scheme that the police are going to be under will be beneficial and that the police will likely see an increase next year. S. Marotz expounded on the benefits of the new police system and the City's thoughts on the potential benefits of a new compensation scheme to the City as a whole and including fire. S. Marotz stated that a 3 year contract is a risk to the City that is not logical and the fire Union will get less money forcing the City to put definitive numbers on the table today with a 3 year contract rather than negotiating annually. R. O'Hearn asked if there was a plan for moving forward with the police to address compensation like a committee or will it be done through negotiations? H. Buchanan responded that the matrix for police was designed during negotiations and is complete and percentages can easily be adjusted and will help with the compression issues they have. S. Marotz stated that the police matrix built steps into the system for increases and if the Union wants a copy, the police union signed their contract this morning. H. Buchanan stated she would be happy to sit down with the fire Union and go over the police's matrix. S. Marotz stated that the City and Union need to work together on the proposed committee to develop a compensation matrix in which wage goals can be met in a way that will not bankrupt the City. S. Marotz expounded on market range and the goal of not paying people above their market range. C. Smith stated that fire only has 4 civilian individuals and 80 others. S. Marotz stated

	that the differential between pay is an issue and some employees are much lower paid than others. C. Smith wants to see the market; S. Marotz stated that is the goal of the proposed committee. H. Buchanan said there is no target market rate it's a market range that is adjustable. H. Buchanan expounded on market vs COLA. C. Smith asked where the numbers came from; H. Buchanan answered from the market study from BDPA and Northwest Data Exchange. S. Marotz stated that compensation was discussed with police; the FOP agreed that that range was reasonable. H. Buchanan stated that it was beneficial working together with the FOP instead of the City constantly presenting numbers that we're not really getting feedback on. H. Buchanan expounded on the process that took place with FOP. J. Stroschein stated the development of the police compensation matrix resulted from the two sides working together and sharing information. C. Smith asked if this was done in negotiation; S. Marotz expounded on the process. H. Buchanan stated that a new structure with fire would not be done during negotiations. S. Marotz stated that the FOP agreed to a new compensation system that puts an end to longevity in a way that does not harm anyone in the system. S. Marotz stated that the City and Union need to develop pay ranges, see where market is, need logical percentages, address compression issues, and how to address the base wage as the increased costs due to the impact of base on all other numbers; need flexibility to address compensation schedule. S. Marotz discussed additional considerations for the committee to undertake. R. O'Hearn interjected that the next meeting needs to be scheduled for next week and both sides need to see where the City and Union are at, the Union doesn't know where to go from here, the Union doesn't have a pay plan. H. Buchanan stated that she does not need a pay plan from the Union; she doesn't even know what the Union's target is. C. Smith stated he is frustrated; the Union has brought a pay plan year after year and nothing happens which is why they didn't bring one this year; the Union is skeptical that the City Council will make changes with pay. S. Marotz stated that he is not asking for that. S. Marotz stated that to be clear the City is coming to the Union in good faith and telling the Union that the City has reached an agreement with FOP. S. Marotz said the Union and FOP aren't linked, but you are. The FOP did not think there was any money available for wages, either; however, the FOP felt there were some things they could do to help the City and freezing longevity was one. S. Marotz stated that initially the City Council did not expect there to be funds available for either union, but the Council is willing to put some money on the table for the Union, the same as they did for FOP. S. Marotz clarified that at this time the City is not asking the Union to agree to a new compensation plan other than take the increase as a 1 time basis, not to the base, and enter into an agreement that there will be a compensation committee to work towards a range of what market is, create a better model and present the findings in 2 years. S. Marotz clarified that the City is willing to enter into a 2 year agreement as long as the City is able to control the risk of the second year of the contract and therefore is willing to offer the Union whatever dollars the FOP is able to get next year, not the percentage since the numbers are different due to department make up, the same as this year. S. Marotz stated or we can agree upon a fixed percentage or amount, but let's talk about it. R. O'Hearn asked what S.

	Marotz wants as the next step; S. Marotz responded that he doesn't understand why the Union wants to leave today without talking about their issues because it's an inefficient use of our time; S. Marotz still doesn't understand what their big problems are that gives him the ability to do anything except wait and see what the Union comes back with next time; that's an absolutely inefficient way to negotiate. R. O'Hearn asked for a caucus. ▪ **Caucus 2:46pm-3:16pm** ▪ R. O'Hearn stated that at the last session the Union presented their best offer that they would be able to get ratified and as stated earlier, the Union was under the impression that there would be no money available and at that time, the Union was moving to another insurance carrier. R. O'Hearn stated that the membership wants to be with the Northwest Firefighters Trust and wants them to move in that direction; the Union's last proposal was their best and the City's proposal will not be ratified and the two groups are too far apart; the Union has no answer to the questions asked by the City. R. O'Hearn asked how S. Marotz wants to move forward. S. Marotz summarized the Union's numbers: a 1.5% to base wages for FY17 corresponds to a cost to the City of over $160,000 as compared to the current compensation base; a 2% to the base in FY18, which when combined with the $160,000 is approximately $250,000 more that current budget amounts; FY19 ask is 3% to base wage which is $400,000 over today's amounts; the Union's proposal is a guaranteed cost to the City of $750,000 over 3 years, is that correct? R. O'Hearn responded that he agreed that's what the numbers add up to and that the City should have some of the money, the 1.5%, available as the City should have budgeted higher Aetna costs. S. Marotz again stated that the Union is operating under the fallacy that the fire department is entitled to leave the City's insurance coverage. R. O'Hearn replied hold a minute: last year the Union followed the process which ended in fact finding and the Union won; so the Union disagrees when S. Marotz states they are not entitled to leave the City's carrier. R. O'Hearn stated that the only issue now is over the Open Meeting Violation, the Union has Contract language that says they are entitled to move; the only dispute is over whether there was an Open Meeting violation which the City Council says is a procedural move and not dealing with the outcome. S. Marotz stated that the consequence of the statute of the Open Meeting violation is that any decision reached in violation of the law is void and not enforceable; therefore, the status quo is reinstated. S. Marotz then stated that if the Union wanted to negotiate out of the City's insurance program they should have presented a proposal and the Union did not; therefore, the Union is not entitled to leave. S. Marotz then stated that as the Union is not entitled to leave the City's insurance program, any money that may or may not have been budgeted for insurance is not the Union's money; it is the City's money that the City Council and Mayor can use how they think is in the best interests of the City. S. Marotz stated that the money budgeted for Aetna is not all money available to even throw at the firefighters as it goes to different funds. S. Marotz stated that the City is in a position with the insurance savings that the Council is willing to offer some money to the Union as long as those efforts don't cause greater issues with current compensation problems and the City is willing to work towards that over 2 years; any increases to the

base are cost prohibitive and the risk of guaranteeing those numbers in the future is something that the City cannot do. J. Stroschein interjected that she heard that property tax revenue numbers are only going to grow about $2 to $3 million because the City took a $13 million reduction on ON (Semiconductor); therefore, there will be very little growth to the City's revenue. J. Stroschein stated that the City is continuing with department reorganizations because they are a way to trim the City; market valuation, population growth, and issues with liquor and sales tax are likely to continue to keep the City's revenues from increasing. J. Stroschein stated that the City has to be conservative as she does not see the growth happening. S. Marotz again stated that the Council is willing to give the Union $79,000, the same as what was given to police salary cost increases, in net so that PERSI and taxes are included in that amount. S. Marotz stated that the Council is willing to give the Union $79,000 this year without question and that's less than ¾% on base which is less than the 1.5% ad pay bonus; the City is willing to figure a 2nd year to the contract, but there will not be a 3rd year. R. O'Hearn responded that the Union had nothing else to discuss; S. Marotz asked what was next. R. O'Hearn stated he is not optimistic that we'll reach an agreement based on where we are at here and it appears there is a possibility the two sides are at an impasse on wages and healthcare. S. Marotz asked when the Union would know. R. O'Hearn stated that if $79,000 is the best the Council has authorized you to come with, the Union knows today; S. Marotz asked if the Union was declaring an impasse. R. O'Hearn stated, no, the sides are a long way apart. S. Marotz stated that the Council authorized $79,000 and the Union can decide how to distribute that to the Union membership. S. Marotz continued, from a per person standpoint, the 80 firefighters compared to the 130 bargaining members for the FOP, from a per person standpoint, the Union is much better off than the policemen. S. Marotz stated that non-sworn employees didn't get anything, were frozen and the City's not asking you to do that; and the FOP was willing to do that. S. Marotz continued that from a per person standpoint, firefighters are getting a much better proposal than police got. S. Marotz stated that the Council will not authorize more than $79,000 and he believes there is a way to figure how to distribute that in an agreeable way; the City believes there is a chance of reaching agreement for the second year if the Union is willing to talk; however, the Union's position of 1.5% to the base for this year and 2% to the base next year will not happen. R. O'Hearn stated there will be a Union meeting tomorrow and by the next meeting he will have a good picture of where they are at. S. Marotz stated the negotiations have until July 29th to be concluded; 30 days.

- The Union and City agreed for the next meeting to take place on Tuesday July 26th at 9:00a.m; S. Marotz needs to be done by 2:00p.m.
- Documents attached to the July 19, 2016 meeting minutes: City Counter to Fire Proposal F-4.
- **Session #6 adjourned at 3:32p.m.**

By: _____
Lynette Sampson, Legal Department

Approved as to Substance and Form:

By: _____
Ryan O'Hearn, President
IAFF #187

07/19/2016

City Counter to F-4

Collective Bargaining Agreement

Between the

International Association of Firefighters
Pocatello Firefighters Local #187

And the

City Of Pocatello

for the fiscal year

October 1, 2016 to September 30, 2018

Counter F-4 proposal

7-19-16
20 copy

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this _____ day of ~~April~~ August 2016, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

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

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq.,

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

Section C. It is also agreed that where there are clear differences in the wording and the text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook, the Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time of contracting should make every effort to point out differences so that the Firefighters' Collective Bargaining Agreement, Fire Department Standard Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook are not in conflict. The provisions of the Personnel Policy Handbook will not be in effect until agreed upon by the Union.

ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE

1. It is understood and agreed that the City possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following: Discipline or discharge for just cause;
2. Direct the work force:
3. Determine the objective of the Fire Department;
4. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
5. Introduce new or improved methods of facilities; and
6. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency.

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To aid in the consistent and efficient operation of the Pocatello Fire Department, a complete Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at each station, the Chief's office, Union and Civil Service. Proposed changes to working conditions shall be agreed upon prior to implementation.

ARTICLE 3 - UNION RECOGNITION

The City recognizes, after a fully-conducted election held August 3, 1970, the above named Firefighters Local Union #187 as being designated and selected by a majority of the Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The bargaining unit shall include all those employees who are in the classifications set out in Schedule E of this Agreement.

ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE

Section A. The Union shall request present and future bargaining unit members to pay to the union a uniform monthly service charge. For Union members that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each bargaining unit employee to sign and submit to the city a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the employee by giving written notice of such revocation to the City.

Section B. In the event that during the term of this Agreement the provisions of Idaho Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow

the imposition of a mandatory uniform monthly service charge as a condition of employment or continuation of employment, the Union and the City shall, at the Unions request, immediately meet and negotiate a replacement Article 4 requiring same.

Section C. The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of bargaining unit employees upon written authorization from the employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

ARTICLE 5 - UNION BUSINESS

Time off with pay shall be granted to members in the following manner. The Union Negotiating and/or Grievance Committees while in actual negotiations (meetings shall be scheduled as equally as possible between the three platoons at the convenience of both parties) or handling of grievance problems with management. P.F.F.I. or required meetings, when meetings fall on his/her scheduled work shift. Two personnel per shift will be guaranteed time off for the spring and fall P.F.F.I. conventions. Requests for time off for union business for meetings other than the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three additional union functions; other requests will be considered as travel requests and granted following the Union Contract and minimum manning guidelines.

ARTICLE 6 - DISCRIMINATION

Section A. The City and the Union agree to provide equal opportunity to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation,

gender identity, national origin, age, physical or mental disability, veteran's status or other bases protected by law and to base all employment decision solely on merit, qualification, and competence. To this end, the City and Union agree that there will be no discrimination against any applicant or employee because of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, veterans status or other bases protected by law. The City of Pocatello Personnel Policy, rather than the grievance procedure outlined in Article 27, shall be utilized for complaints of this nature.

Section B. All members are expected to conduct themselves in support of the spirit of this policy and to ensure the work environment is free from intimidation and illegal harassment. Hiring, promotions, salary adjustments, on-the-job training, and other decisions affecting terms and conditions of employment depend solely on merit, qualifications, and competence.

Section C. It is recognized that the City must comply with the statutory provisions of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA). However, in complying with the provisions of the ADA or ADEA, the City agrees not to violate any federal or state statutes, local ordinances, or the terms of this collective bargaining agreement or memorandum of understanding.

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

ARTICLE 7 - NO STRIKE

During the term of this Agreement, no firefighter shall strike or recognize a picket line of any labor organization while in the performance of his/her official duties. The parties agree to abide by Idaho Code Section 44-1811.

ARTICLE 8 - REGULAR WORK WEEK

The regular work week for each employee is one twenty-four (24) hour period every other day for five (5) days, followed by four (4) consecutive twenty-four (24) hour days off, consisting of 72 hours actually worked in every nine (9) day period, or a 2912 hour work year, except for the 40 hour per week employees. FLSA requirements are in effect and the workweek for each employee is based on seventy-two (72) hours actually worked in each nine (9) day period established by the City, except for the 40 hour per week employees.

The FLSA nine (9) day work period begins on the following dates for fiscal year 2016: Platoon A is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September 30, 2015.

It shall be the Fire Chief's prerogative to transfer any person temporarily from the Training or Fire Prevention Division sector to a fire combat status as long as it does not disrupt the regular crew of the apparatus or platoon, thus maintaining the step-up procedure.

It is further agreed that when circumstances in the opinion of the Fire Chief warrant, a forty (40) hour employee may have his/her normal 8:00 a.m. to 5:00 p.m. work period changed through regular scheduling.

ARTICLE 9 - BASE PAY

Section A. Employees shall receive base pay in accordance with Schedule A of this Agreement. Employees advancing in rank shall not have their pay decreased.

1. For FY 2016~~7~~ Employees will receive a _____% of base pay onetime bonus payable on a prorate basis during each pay period:

2. For FY 2017~~8~~ Employees will receive a _____% of base pay onetime bonus payable on a prorate basis during each pay period.

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

Section C. Employees shall participate in mandatory direct payroll deposit. This plan shall make the employee's deposit available no later than the normal pay date. Paycheck stubs will accurately itemize and display income, insofar as there is sufficient space on the existing stub forms.

Section D. Base pay, as defined herein, does not include any one-time bonus amounts paid pursuant to Section A above. It is the intent of the parties that any one-time payments made by the City are not to be used as part of the calculations of any overtime or other base pay calculated add pay or other extra pay over and above base pay amounts.

Section E. Compensation Committee: The City and the Union agree to establish a committee consistingmade ~~of~~up of a minimum of two and not more than four individuals

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appointed by the City and the same numbertwo individuals appointed by the Union for the purpose of establishing market rates of pay goals taking into account existing pay structures, including any applicable longevity or retention pay, and to develop recommendations for a revised compensation matrix which allows for the market rate goals to be reached within a reasonable period of time after adoption and which eliminates longevity and retention pay for Union Members.

It is agreed that the appointments will be made by the parties on or before October 1, 2016 and that the committee will meet monthly for purposes of establishing a market rate of pay goal and development of a salary matrix. The committee is required to establish the market rate of pay goal on or before April 1, 2017. The committee shall also be required to make recommendations concerning a salary matrix providing for a long term approach to compensation that is consistent with any other compensation matrix adopted by the City for other City employees. It is acknowledged that it will be the primary responsibility of the City to craft the matrix. Such salary matrix shall provide for the cessation of the current longevity pay program.

All recommendations developed by the committee shall be presented to the union and City negotiation teams as proposal(s) during the negotiations relating to any amendment, extension or change to the existing agreement which expires on September 30, 2018.

ARTICLE 10 - LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM

Section A. Every employee, who during the budget year completes five (5) years of service, shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x $2183.15 x years of service. ~~The "$2,183.15" is an index number that shall be adjusted by such cost of living increases as are approved by the City Council. Such longevity pay will be effective the first pay period of fiscal year 2016.~~

Section B. In addition to any longevity pay provided in Section A above, paramedics shall be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See Schedule B.)

Section C. Bilingual Pay Incentive Program: The union agrees to the City of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefit amount, method of payment and program administration. Those eligible to participate will receive $300 spread equally over 26 pay periods, prorated based on start of participation in the program.

ARTICLE 11 - HOLIDAY PAY

Any employee who is regularly assigned to work a 24-hour shift shall receive on each bi-weekly pay period the sum of five percent (5%) of their bi-weekly salary as holiday pay, as outlined on Schedule D.

ARTICLE 12 - EXTRA DUTY

Section A. Any employee may be required by the City to work beyond his/her normal shift which shall be defined as outlined in Article 8 of the CBA for shift employees, and as agreed upon between employee and supervisor for day personnel. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay, computed by dividing the employee's annual base salary by 2080 hours. Overtime will also be paid at one-half (.5) times the employee's negotiated rate of pay (annual base salary divided by 2080 hours) for hours actually worked over 68 in the nine (9) day work period established by the City. Firefighters on 24-hour shifts work an average of 72 hours every 9-day work period. Sick leave hours are not considered hours actually worked for payment of the (.5) "FLSA" overtime.

Section B. Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and taken in two (2) or more hour increments as manpower allows. The employee may not combine overtime pay and compensatory time in the same pay period. When an employee is discharged, resigns, or retires, he/she shall receive pay in lieu of accrued comp-time per the following formula: Base pay/2080=hourly rate x number of accrued hours.

Section C. Any employee who is called back to work from off duty shall be paid at least two hours minimum at the employee's overtime rate. This shall also include schooling and training if an employee is assigned to attend. However, if school or training is made available to personnel by bulletin and all tuition, travel expense, per diem and lodging expenses are assumed by the City, then no other overtime as required herein shall be paid. Call back and overtime work shall be distributed equally to employees when at all feasible.

Section D. The positions of *"Day Captains"* shall receive special assignment pay equal to *9.2%* of their base pay.

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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.

Section F. Any employee assigned as 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.

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

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. Firefighter qualified to step-up to Driver/Operator and work on the ambulance; 2.24% of Driver/Operator's Base pay (paid biweekly).
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 temporary assignment shall not be for a period of more than ninety (90) days without the mutual agreement to such assignment of the Union.

Section B. Personnel requesting to join Hazmat Regional Response Team 6 shall do so in compliance with the most current SOG Hazmat Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as defined in the most current SOG shall become eligible for compensation of $10.00 per hour in addition to their regular or overtime pay when the response is approved by the State Bureau of Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security. The $10.00 per hour compensation clause above may be unilaterally terminated by the City upon notice by the State of Idaho that reimbursement will not be made to the City. Such termination

will be effective upon the date and time of notice to the Union, but any work already performed shall be paid.

Section C. Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A shall do so in compliance with the most current SOG – Rescue Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over ITRT.

Section D. Personnel requested to become Airport Rescue and Firefighting (ARFF) certified shall do so in compliance with the most current SOG – ARFF Certification. The number of ARFF certified members will be determined by the Fire Chief based upon the needs as identified by the Battalion Chief over ARFF.

ARTICLE 14 - CLOTHING ALLOWANCE

Uniform standards are established by management. Changes in uniform policy that are shown to result in costs which exceed the member's current clothing allowance shall be negotiated. Each 24-hour shift employee required to be in uniform shall receive a clothing allowance of $29.07 per pay period. Each day-shift employee required to be in uniform shall receive a clothing allowance of $36.73 per pay period. ~~The foregoing clothing allowances shall be adjusted on an annual basis beginning with fiscal year 2014 by such cost of living allowances as are approved by the City and the union.~~

New hires shall be reimbursed for uniforms that they purchase at the onset of their employment to include the following:

4 pairs of trousers – either station or EMS style;

1 Long Sleeve Class B uniform shirt (cost of patches included);

1 Short Sleeve Class B shirt (cost of patches included);

1 Class B badge and nameplate;

6 Class D Long or Short Sleeve shirts (cost of screen printing included);

1 Sweat Shirt (cost of screen printing included);

1 Coat 5.11 Tactical Wear 3 in 1 style, or equivalent.

All protective clothing or protective devices required of any employee in the performance of his/her duties shall be furnished to him/her by the City. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.

Any additional clothing requirements or personal equipment required by the City but purchased by the employee must be approved by the Union.

ARTICLE 15 - MILEAGE ALLOWANCE

Any employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

ARTICLE 16 - VACATIONS, BIRTHDAY HOLIDAY, KELLY DAYS

Section A. Annual vacations at the regular bi-weekly rate of pay, including holiday and longevity if applicable, shall be granted to eligible employees as set forth in Schedule C of this Agreement. Employees working a forty (40) hour week shall receive all holidays and other days off given other City employees. Employees will bid their Birthday Holidays along with vacation.

Section B. Each employee will have an opportunity to bid on vacation according to the Memorandum of Understanding between the Union and the Chief.

Section C. Cash payment will be made in lieu of vacation time only if an employee is discharged, resigns or retires subject to Section G below. When an employee is discharged, or resigns or retires, he/she shall receive pay in lieu of accrued vacation per the following formula: Base pay plus holiday pay plus longevity pay x 26 pay periods = annual salary/121 shifts per year = pay per shift/24 = hourly pay x number of accrued hours.

Section D. Maximum vacation accumulation at the end of any calendar year cannot exceed fifty (50) working days or twenty-five (25) shifts.

Section E. Each platoon will be allowed three employees on vacation at one time, except as agreed upon between the City and the Union according to SOP 5009. Approval must be obtained from the Fire Chief or Division Chief for more than three employees to be on vacation from any one platoon.

Section F. Each employee in the bargaining unit will receive two (2) Kelly days per year in addition to vacation, subject to Section E above. These forty eight (48) hours for those on a seventy-two (72) hour FLSA period or these sixteen (16) hours for those who work forty (40) hours per week will be subject to the same limitations and provisions as vacation days and count toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in Article 16, Section D, above.

Section G. Vacation, Kelly days, and compensatory time may accumulate to the maximum amount referred to in Article 16, Section D and Article 12, Section B except if an

employee is unable to use vacation, Kelly days, or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation, Kelly days, or compensatory time, the vacation, Kelly days, or compensatory time will be carried over to be used the following year or will be cashed out at the established rate if the employee is unable to reschedule the same. If the employee does not return to work after this injury or illness, all accumulated vacation time will be paid at the established rate (Article 16, Section C).

ARTICLE 17 - ACCUMULATION OF SICK LEAVE

Section A. Sick leave will accumulate at the rate of 5.539 hours per pay period for 72-hour work period employees and 3.693 hours per pay period for 40-hour work week employees. Sick leave may be taken only in one hour increments. The verification of a member's illness by a physician or other compelling evidence may be required for any illness involving more than two (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in accordance with the Family Medical Leave Act.

Section B. Any employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40% for all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a written notice of retirement to Human Resources no later than April 1. Such sick leave payment will be available after retirement at any time after October 1, upon written request.

Formula for Calculation of Amount:

Base pay + Longevity x 26 = annual salary.

Shift employees: Annual salary/2912 = hourly rate

Day employees: Annual salary/2080 = hourly rate

20% of 600/400 hours x hourly pay =

30% of 600/400 hours x hourly pay =

40% of balance x hourly pay =

Total_____ x 1.0765=

AMOUNT DUE = $

- The 1.0765 calculation will only apply to monies put into the WSCFF MERP

- Any change in IRS ~~law~~ rules or regulations during the term of this agreement which mandate a change to the terms of this Article ~~affecting this plan~~ will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.~~.~~

ARTICLE 18 - MEDICAL COVERAGE PROGRAM- ~~October 2015-~~ ~~September 30, 2016~~

Section A. The ~~Union~~ City agrees to provide to the members of the bargaining unit, during the term of this agreement, the same health and medical insurance as provided to other City employees, including VEBA health reimbursement accounts for those employees covered by the medical insurance plan. ~~the negotiated Blue Cross PPO plan. 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 medical insurance plan. The City will offer a vision program at the employees' expense.~~

Section B. The City will provide "~~Delta~~ Dental ~~Low~~Basic" coverage for all employees. The City will ~~also~~ pay ~~approximately one half~~a 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 ~~High~~Enhanced" 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;

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

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

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

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

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

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

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

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

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

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

~~**Section C.** The City will provide "Delta Dental Low" coverage for all employees. The City will also pay approximately one half 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 High" at his/her own expense.~~

~~**Section D.** Should at any time the NWFFT Cost become greater than they would be if Members were covered under the current Medical Coverage offered to other city employees the contract will be opened to negotiate such impact.~~

ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND EDUCATION

Section A. The City shall issue a $1500.00 check to the Union during the first pay period in October for physical training and recreation.

Section B. Members are eligible to participate in the City's Educational Program with the following conditions:

Qualifications: Full-time employment for a period of at least one full year prior to commencement of classes and no educational funding from other sources (Veteran's benefits scholarships, etc.). A maximum of $3,000 per year is allowable for courses and books required for an undergraduate degree, courses and books required for a certification, or courses and books related to a member's current job. A maximum of $5,000 per year is allowable for courses and books required for an advanced degree.

Reimbursement is subject to departmental pre-approval, to the employee's receiving a grade of "Pass" or "C" or better for vocational or undergraduate classes, or "Pass" or "B" or better for graduate study. A copy of the transcript must be filed with Human Resources following completion of the course(s) and will become a part of the employee's permanent personnel file.

ARTICLE 20 - STAFFING POLICY

The Chief of the Department, as an administrative procedure, shall establish staffing requirements. ~~The City agrees to maintain current bargaining unit staffing levels during the term of this contract, but i~~If, at any time during the term of this Agreement, Bannock County fails to contract with the City of Pocatello for ambulance service, this ~~contract~~ Agreement will be opened for negotiation of bargaining unit staffing levels related to ambulance service.

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

In addition, a representative from the union will have a seat in the committee appointed by the Mayor for the purpose of making recommendations to the Mayor for the selection and hiring of new Fire Chiefs.

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 himsefherselfhimself/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 mystmuyst be filled out per the SOG and given to the Battalion 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.

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.

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 conducted ~~in~~on an as needed basis and will not create an eligibility register. The Battalion Chief examination will consist of ~~made with only~~ B and D of the following formula.

Points are to be determined from the following:

A. Written examination .....100 points (approximately)
B. Staff interview .....50 points
C. Assessment Lab..... 475 points (approximately)
D. Department Seniority.....1 point for each complete year of service as of the test date.

3. Eligibility Requirements pertaining to years of service, either in grade and/or with the Pocatello Fire Department, are as follows: (at the time of promotion)

For promotion to:	Eligibility Requirements
DRIVER OPERATOR.....	A firefighter 1st class who has completed three (3) years in the department.
CAPTAIN.....	Any employee in the classified Service who has eight (8) years of classified service.

BATTALIAN CHIEF	Any employee in the classified Service who has twelve (12) years of classified service.

Section C. ELIGIBLE REGISTER:

1. Definition. An eligible register for promotions is a list of applicants who have successfully completed the promotional exam. An eligibility register will be established by Human Resources after each promotional process is complete, and total points have been determined. The eligible register shall continue to be a bona fide register until all applicants from the register have been promoted, or for two years, whichever occurs first.

2. Examinations to develop an eligibility roster shall be given in March of even numbered years, or when the eligibility roster has been exhausted if sooner. All employees who meet, or will meet the eligibility requirements listed in Section B-3 for at least one year during this two year period will be eligible for the exam. At least forty-five (45) calendar days prior to the examination, the staff will post in all fire stations, a list of the source of material from which the written examinations are taken. The criteria used in assessing points in the Staff Interview will be posted prior to the interviews. The promotional exam must consist of a written examination and may be supplemented with a practical examination at the discretion of the Fire Chief. All applicants for promotional examination must be given the examination at the

same time. Only those applicants that participate in all parts of the promotional exam will be eligible for promotion.

3. The order in which applicants appear on the eligible register shall be determined by the total points attained from the written exam, staff interview, seniority points, and the assessment lab. The applicant having the highest number of points shall be first on the list. Seniority will be used to break ties with the person with more seniority being placed higher on the list. The eligible register, will also list the employees eligibility date. When a vacancy occurs, the Civil Service Commission will certify the top three (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the person with the highest amount of points (Idaho Code 50-1605), who is eligible for promotion on the date the vacancy occurred. If a person is not eligible at the time of the vacancy, they will maintain their position on the list but will be passed over for that promotion.

4. If a qualification program has been adopted by the department and agreed to by the union, each candidate must meet the requirements under that program. Candidates who do not meet those requirements will maintain their ranking on the list but will be passed over for promotion until they are certified and another vacancy occurs.

5. Once the eligible register is completed, all promotions will be made the day the vacancy occurs. If a vacancy occurs and the eligible register has expired, a valid register will be developed according to Article 22 Section C. Once a valid register has been developed, the promotion and the eligibility requirements will be retroactive to

the day the vacancy occurred. Each person promoted will serve on a probationary status for a period of one (1) year.

Section D. PREPARATION OF EXAM:

1. In preparing questions to be used in an examination, the Human Resources staff shall consult with the head of the department or his/her responsible subordinates and with specially qualified persons or experts outside the Classified Service concerning the duties of a position to be filled, the qualifications to be required of the applicants thereof, the data upon which questions may be based; provided, however, he/she shall not consult with any person participating in that particular examination. Prior to the giving of an examination, all questions intended for use shall be in the exclusive possession and control of the Human Resources Office, which shall be held strictly responsible and accountable to the Commission for the secrecy thereof. If an outside testing vendor is used for the written examination, administration of the examination, including but not limited to question preparation, scoring, inspection of examination papers, will be in accordance with the testing vendor's policies and practices.

   (a) Examinations shall be held in the presence of one or more duly authorized representatives of the Civil Service Commission.

   (b) At the direction of the Examiner, time limits may be used in examinations. If time limits are used, they shall be fixed by the Examiner who shall advise the applicants at the time of assembling, and during examination give proper notice of elapsed time and time remaining.

(c) Writing paper furnished by the Examiner shall be used exclusively by the applicants. Unless otherwise specified in the announcement, pencils or other necessary instruments will be furnished by Personnel Services. Mechanical or electronic aids may be allowed at the discretion of the Commission.

(d) Books of reference or data of any kind shall not be used during any examination, unless otherwise provided for in the announcement of the examination.

(e) Written tests shall be done with pencil, indelible pencil, or ink as may be prescribed by the examiner.

(f) All papers pertaining to a given test shall be distributed at the same time.

(g) Individual explanation to applicants shall be prohibited.

(h) Communication between applicants shall be prohibited.

(i) Applicants shall not leave the examination room without permission from the duly authorized representative of the Commission.

(j) All examination papers shall be picked up upon the expiration of the time limit set, if a time limit is used.

(k) Should an applicant withdraw from an examination, he/she shall turn in all papers which he/she has received.

(l) In case of irregularity in an examination, the Examiner shall make a written report thereof to the Commission and such report shall be filed with the working papers of the examination. The Fire Chief and Union are to be notified.

(m) Unnecessary conversation between examining personnel will be prohibited.

2. Scoring - Examination. The written portion of the examination shall be evaluated on a percentage basis, each percentage point to be worth one (1) numerical point. The percentage of correct answers shall be converted to numerical points. The written score, the staff interview points, assessment lab score, and seniority points are combined to form a total score.

3. Inspection of Examination Papers. Each applicant will be advised of his/her examination and rating scores. The candidate will be permitted to inspect his/her own written exam answer sheet in Human Resources under proper supervision. Written examination papers shall be at all times in the charge of the Human Resources Office and none of the papers shall be taken from Human Resources. Only the written portion of the examination will be available for review by the candidate. The scores derived from the assessment lab and Chief's interview will be discussed with each candidate in a post-examination interview to be conducted by the Chief within thirty (30) working days of the completion of the assessment lab. The purpose of this interview will be to show the individual his/her areas of strengths and weaknesses. The records of an examination are working papers and not public documents.

4. Protest on Manifest Errors in Grading. Request for review of the grading must be filed with the Civil Service Commission, in writing, within ten (10) calendar days of the date when the notice as to the standing of the applicant is sent out. No change in rating will be made except for a manifest error in grading. The Civil Service Commission shall have the power to correct any error and amend or revoke any schedule, list or other paper or record where it appears that an error or injustice has been done. After an eligible list has been so corrected, amended or revoked, notice shall be given to all persons whose standings upon such list may be affected by the alterations. The reasons for every such action shall be recorded in full in the minutes of the Civil Service Commission.

5. Examination Papers Kept for Two Years. Examination papers of all applicants in any examination shall be preserved for a period of two (2) years from the date of the certification of the eligible register. Such examination papers shall be disposed of at the discretion and by the direction of Human Resources. Any attempt on the part of an applicant (either by himself or through others with his/her knowledge) to influence or induce any examiner or employee thereof, to give applicant an undue advantage or to accord a special rating on an examination, shall be cause for the rejection of the applicant.

Section E. Assessment Lab: The assessment lab will be designed around the individual position to be filled. The material shall pertain to the actual duties and responsibilities as well as test for abilities in leadership, written and oral communications, problem solving, organization and planning, interpersonal skills and other pertinent areas. There will be no take-home written

assignments; however, preparation for an oral presentation may be done at home using a variety of visual aid. If an outside testing vendor is used for the assessment lab, development, content, administration, and preparation will be in accordance with the testing vendor's policies and practices.

Section F. FIREFIGHTER AND PARAMEDIC REQUIREMENTS:

Appointment to the following positions does not require an examination. Movement from probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute a promotion. There is no probationary period for 2nd and 1st class firefighters.

CLASSIFICATION
Firefighter 2nd Class
Firefighter 1st Class
Firefighter Paramedic

Appointment to positions listed above shall fall within the Fire Chief's discretion. Eligibility standards are listed below.

Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd class firefighter upon satisfactory completion of one (1) year service as a Probationary Firefighter and satisfactory completion of probationary requirements by written approval of the Fire Chief.

Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class firefighter upon completion of one (1) year service as 2nd Class and satisfactory completion of 2nd class requirements and receipt of written approval of the Fire Chief.

Firefighter Paramedic: Candidates for paramedic training shall be selected by the Fire Chief. Preference shall be given, over lower classifications, to candidates who have finished their 1st class Firefighter outlines. Final appointment shall be contingent upon compliance with the State Board of Medicine requirements. Those who choose to accept the training of paramedic shall make a commitment to remain in that position for a minimum of two (2) consecutive years upon appointment to the position.

Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector position is created, appointment to this position shall first be offered to current bargaining unit members who have attained the rank of FF 1st Class and above. If no current bargaining unit member applies for the position the Chief may fill the position at his discretion, either from the civil service list or by open applications. If there is a reduction in the number of Fire Inspector positions only those hired from the civil service list can be reassigned to a line position.

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.

b. The person so reduced in rank shall be the first to be reappointed to the higher position before another person below in the promotion register from which the

promotion occurred or from a promotion register established subsequent thereto.

Section H. Voluntary Reduction in Rank

1. A member who chooses to take a voluntary reduction, and has held the position fewer than 120 days, will be allowed to return to previously held rank, and future promotions will require participation in competitive promotion process.

2. A member chooses to take a voluntary demotion and has held the position for 120 days or more, will be allowed to return to highest attained rank which is currently vacant, or will be vacated by the voluntary demotion. Any future promotions will require participation in the competitive promotion process.

a. If available rank is below the highest rank attained, then the member shall be the first to be reappointed to the higher position before another member below on the promotion register from which promotion occurred from a promotion register established subsequent thereto.

Section I. TEMPORARY APPOINTMENTS

Temporary appointments shall be made according to Article 20 (Working Out of Classification), Collective Bargaining Agreement. Temporary appointments shall be made from the next lower classification of the same division when possible.

Section J. WORK ASSIGNMENT

1. The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions are made, the City and the Union shall bargain prior to implementations.

2. Employees shall be assigned work which is consistent with recognized appropriate work for professional fire fighters and be provided with training which will assist them in completing their assignments.

3. It is recognized that during the course of an emergency there are situations that may arise requiring extraordinary measures. With cause, the Mayor may declare "emergency conditions" lasting 72 hours or less, in which firefighters may be required to perform non-traditional functions.

ARTICLE 23 - LIMITED DUTY

Any employee who is temporarily incapacitated and who has a limited duty statement from his/her doctor may be allowed to return to work to perform any of the following duties:

1. Preparation of materials for inspection and training divisions.

2. Light duty equipment and station maintenance.

3. Fire prevention work.

4. Limited Duty assignments should generally be within the expertise and scope of the individual's current or past positions, but may include basic clerical work or any other work beneficial to the organization's operation.

ARTICLE 24 - LAYOFF AND RECALL

Layoff is defined as any involuntary separation from employment not involving delinquency, misconduct or inefficiency. Whenever for lack of work, funds, change in organizational structure, or other compelling reason it becomes necessary to reduce the number of employees within the Fire and/or Ambulance Service, the following regulations shall apply:

1. The person last hired shall be laid off first.

2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of said layoff, giving the names of those laid off, the date of appointment and the reason for the reduction in force.

3. The names of those so laid off shall be entered on an appropriate recall register in inverse order of their lay off.

4. When it is desired to again increase the number of officers or employees, the Civil Service Commission shall certify all those laid off in the order their names appear on the recall register. A person so certified, who declines, or who after 10 weekdays' notice (Monday through Friday) has failed to accept recall, shall be considered permanently separated from the Fire and/or Ambulance Service.

5. Recalls herein are subject to such medical examination and other conditions consistent with these rules, as the Civil Service Commission deems necessary. Temporary medical disabilities (broken bone, short-term illness) shall not result in loss of recall rights.

6. In the event a previously promoted officer or employee returns to duty, or the number of officers or employees holding that rank is reduced, the last officer or employee promoted shall be returned to the rank he held before. The officer or employee demoted shall be the first reinstated to the higher classification, before anyone else on the current eligible register.

7. Officers or employees who are laid off prior to completion of their probationary period must, upon recall, complete the remainder of the probationary period.

8. Should it be necessary to reduce the number of manned apparatus, it may also be necessary to reduce the number of positions in ranks within the Fire Department to be consistent with the numbers of remaining employees.

ARTICLE 25 - PREVAILING RIGHTS

All rights and privileges held by the employee at the present time, which are not included in this Agreement, shall remain in force.

ARTICLE 26 - SETTLEMENT OF DISPUTES & DISCIPLINE

For the purpose of this Agreement, dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. It is agreed that Supervisors have the right to discipline members for just cause. Members subjected to discipline resulting in 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, such member will then be precluded from grieving the proposed discipline as outlined 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 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. Any employee who has a grievance concerning interpretation of this Agreement shall notify in writing the shop steward within thirty (30) calendar days from the date of the grievance. The shop steward will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and they shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

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. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

Section D. If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an

agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F.

Section E. In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor, the issue may be submitted to arbitration in accordance with the following procedures:

1. The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.

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

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

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

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

6. The Union and City shall share the expenses of the Arbitrator.

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

ARTICLE 27 - SUBSEQUENT CONTRACTS

Section A. Not later than June 1st of the ~~a~~ year ~~a contract~~this Agreement expires ~~is to be opened for negotiation,~~ the Union President shall advise the Mayor, in writing, of the Union's intent to negotiate, and supply a roster of the bargaining unit's negotiating team. The Mayor shall acknowledge receipt of the union proposals within ten (10) weekdays and shall provide to the Union President, in writing, a roster of the negotiating team representing the City.

Section B. Submission of issues to Fact Finding Commission. In the event the bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to a fact finding commission pursuant to the procedures outlined I.C. 44-1801 et seq. ~~and the commission's findings shall be binding on the parties.~~

ARTICLE 28 - HEALTH AND SAFETY

Recognizing the inherent dangers in firefighting, medical and rescue operations, the City and Union agree to cooperate in providing a reasonable and prudent level of safety for employees in the Fire Department.

Section A. In order to achieve this goal, a joint Safety and Health Committee shall be formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom shall serve without compensation. The duties of this committee shall be as follows:

1. To meet as needed, to review and discuss the safety reports received from each company officer.

2. To correct, or make recommendations to the Fire Chief for the correction of, hazardous conditions or unsafe work methods which come to the attention of the Committee.

3. To prepare written minutes of all committee meetings for review and adoption at the next meeting.

4. To review reports of accidents, deaths, and injuries reported to Workman's Compensation and to make recommendations, including a date of implementation, to modify rules and/or procedures in order to avoid similar incidents in the future. Provided, however, that the Committee shall have access to confidential medical information in the possession of the City only upon written authority by the employee involved.

5. To gather information from authoritative medical sources regarding a standardized medical protocol for emergency care and treatment of injured firefighters. The Committee's recommendations will be presented to the Fire Chief who will in turn present these recommendations to appropriate officials at the health care facilities.

Section B. The City shall furnish and maintain all safety equipment such as respiratory apparatus, gloves, helmets, protective clothing and eye goggles.

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

2. Repairs of breathing apparatus will be effected only by persons who have been properly trained by the manufacturer.

Section C. Firefighter Health and Safety Training. The City will provide an on-going safety program as described below.

1. An annual training schedule will be posted by the Training Division, listing subjects to be covered. Safety matters listed on this schedule will be mandatory; however, the company officer is advised to cover any other items that he feels appropriate. The Committee may also recommend additional subjects which it feels should be scheduled for training.

2. The basic safety manual will be IFSTA 209 First Edition "Firefighter Safety."

3. Each company officer will conduct a safety meeting with his assigned crew for at least one hour each month.

4. A training record shall be maintained for each employee, listing dates and subjects covered.

5. Any employee who fails to observe safety rules, regulations, or procedures shall be subject to disciplinary action.

6. The company officer will forward any recommendations on matters, which he is unable to correct to the Committee.

7. Any recommended items or procedures, which are costly or unusual, shall be sent to the Fire Chief for consideration.

Section D. Procedures for Recommendations: The Fire Chief may implement, modify, or reject any recommendation provided for in this Article. Should the Fire Chief reject or modify a recommendation, a written decision and explanation shall be provided to the Committee. The Committee may appeal in writing any rejection or modification, to the Mayor within 5 weekdays from the date of the decision. The Mayor shall give a written decision on the matter to the Committee, with a copy to the Fire Chief, within 10 weekdays of receipt of the appeal. If the committee disagrees with the decision of the Mayor, it may meet with the Mayor in order to discuss referring the matter to arbitration. In the event both parties mutually agree to

refer the matter to arbitration, they must agree, in writing, as to whether the arbitration will be binding or non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.

Section E. All employees, with the exception of the Office Manager, E.M.S. Admin. Asst. and the Fire Secretary will participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established through mutual agreement between the City and the Union. No employee will be disciplined or discharged for failure to meet standards, which may be established within the program. The city agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to $20,000 per year. ~~Cost exceeding $20,000 in a fiscal year will act as an opener to this Article.~~

Section F. Medical Evaluation. The City will provide those employees who serve in a line capacity with a medical evaluation that balances current medical knowledge and the current edition of NFPA 1582, as recommended by the Department's Physician. The Physician shall be selected by the Department's Fitness/Wellness Committee.

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

1. Medical Certification – Fire Department Physician will provide medical certification and return to work authority. Medical conditions that are being treated by a specialist require a unified return to work decision between the Department's Physician and the specialist.

2. Combat Challenge – All personnel, as defined above, shall complete the physical demands of the combat challenge once per year. Individuals who are unable to complete the Combat Challenge standards will be pulled from the line duties, placed on light duty, and prescribed a directed training regimen by a Peer Fitness Coordinator. The individual will have four weeks to complete the Combat Challenge or demonstrate measurable improvement. A weekly progress report will be submitted to staff by a Peer Fitness Coordinator for any employee on a directed training regimen.

ARTICLE 29 - RESIDENCY REQUIREMENT

Fire Department employees, regardless of when hired, may live anywhere, inside or outside of the City limits.

ARTICLE 30 - IAFF-FC DEFERRED COMPENSATION PLAN

Section A. The City agrees to administer the International Association of Firefighters Financial Corporation (IAFF-FC) deferred compensation program for fire department members. The Union agrees to cover any direct fees associated with this program.

ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN

Section A. The City shall make a monthly pre-tax contribution of $75 per employee to the Washington State Council of Firefighters Medical Expense Reimbursement Fund (MERP) for each bargaining unit member and for each member who is promoted out of the bargaining

unit. This trust shall remain separate and apart from any City Retiree health insurance funding program.

Section B. Upon retirement the city agrees to pay a final pre-tax contribution into the Washington State Council of Firefighters Employee Benefit Trust of 100% of the employee's accumulated sick leave buy out using the formula set forth in Article 17 Section C.

Section C. Any change in IRS law rules or regulations during the term of this agreement which mandate a change to the terms of this Article affecting this plan will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.~~:~~ ~~Any change in IRS law affecting this plan will act as an opener for this Article only.~~

ARTICLE 32- SOCIAL SECURITY REPLACEMENT

Since bargaining unit members are not covered under the social security system, the following provisions will be in place:

1. The City of Pocatello shall, in lieu of paying Social Security employer contributions, pay up to 6.2% of wages that would have been subject to social security taxes into the following account; PERSI choice 401k plan. Provided the employee provides a match according to the schedule below, the employee will designate their desired match, expressed as a percentage of wages in whole percentage points up to 6%. The designated match will be made during the insurance benefit annual enrollment and it shall be effective for the following fiscal year. For those members who participate in the replacement program the City shall provide an additional 0.2% of wages that

would have been subject to social security taxes for said employee to be placed into the employees PERSI choice 401K plan for the first 1% contribution; the schedule is as follows.

Member Contribution	City Match
0%	0%
1%	1.2%
2%	2.2%
3%	3.2%
4%	4.2%
5%	5.2%
6%	6.2%

Parties believe that placement of the refund and matching amounts in the PERSI 401k plan allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI base plan payments, worker's compensation or other taxes and payments. Parties agree to work together to make the payments in a manner which maximizes the benefit for members and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be avoided, the City of Pocatello shall not be responsible for additional taxes or payments in excess of what is received in any refund or what was previously being paid as the employer's share of social security. Such additional taxes or payments will be assessed to the member recipient.

ARTICLE 33- REASONABLE SUSPICION OF DRUG AND ALOCOHOL TESTING

1. Employer and Union agree to implement the following alcohol and drug-testing program. The parties agree that the primary purpose of this policy is to prevent on-

the-job impairment stemming from substance abuse. The parties also agree that when a worker is presumed to be impaired due to substance abuse that the supervisor has an obligation to remove the employee from his position immediately. The supervisor will call "Out of Service" and contact the Battalion Chief immediately, who after verifying the suspicion, will contact the Pocatello Police Department Shift Commander and ask that an officer that is trained in recognition of drug and alcohol identification be sent to evaluate the suspected employee. If the officer believes that said employee may be under the influence, the employee shall submit to a breath analysis, urinalysis, and/or blood.

If the employee is found to be under the influence, he/she may be disciplined and will submit to assistance through the EAP program.

2. The Employer shall not utilize any form of random testing unless specifically required by Federal Law. When random testing is required, the Employer shall only administer random testing to those workers specifically subject to random testing as required by Federal Law (narrowly defined). No other bargaining unit workers shall be subjected to random testing of any form and under any circumstances.

3. Any matters related to this alcohol and drug-testing policy shall be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.

ARTICLE 34-SAVING CLAUSE

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.

ARTICLE 35-TERMS OF AGREEMENT

This Agreement shall be effective on the 1st day of October ~~2015~~2016, and shall remain in full force and effect until midnight on the 30th day of September ~~2016~~2018, ~~pursuant to Idaho Code Section 44-1804. The parties mutually may modify or change this Agreement.~~

-In addition to the right to reopen any specific terms of this agreement as set out in the terms of this Agreement, ~~T~~the parties ~~to this contract~~ agree to the following additional openers:

1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement to pursue a merger/consolidation/joint service agreement during the term of this contract, Local 187 and the City of Pocatello agree to an automatic contract open or to negotiate the impact of the agreement. Both parties agree that within thirty (30) days of a tentative agreement between the two cities to meet and negotiate in good faith.

~~2. The City and Union agree to open the contract in the event any new regulations or interpretation of existing regulations of the Patient Protection and Affordable Care Act (PPACA) necessitate changes to employee classifications or to the medical insurance plan, including the VEBA health reimbursement account (HRA).~~

ARTICLE 36- PROCEDURAL AGREEMENT

1. PURPOSE: The parties hereby acknowledge and agree that the purpose of negotiations is to —develop~~ment~~—a labor agreement~~agreemen~~contract~~t~~ which recognizes the duties, rights and obligations, as well as, the capabilities and needs of the respective parties with respect to the relationship between them as employer and employee. Each party agrees to bargain in good faith keeping in mind the resulting consequences of the bargaining process and recognizing the restrictions and duties imposed on the Parties by Federal and Idaho statutes, rules and regulations.

2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal Building unless otherwise agreed. Should either party require that negotiations be moved to a neutral site outside the Municipal Building, concurrence by the other side shall be required and the cost of use of the alternate negotiating site shall be borne equally by both parties.

3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions shall be submitted by the Chairman of the Management team to the Chairman of the Union team at the time the Management roster is submitted. The two chairmen shall work out any problems with the proposed schedule. More than ten (10) sessions may be held if necessary and are to be set by mutual agreement of the chairman of each bargaining team.

4. COMPENSATION: Members of the negotiating teams (both for the City and for the Union) shall participate in the mutually scheduled negotiating sessions without loss of

pay or benefits due to any such participation. On-duty personnel shall receive their usual compensation. Off-duty personnel will receive no compensation for negotiating sessions.

5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be determined each year with members listed in writing at the time of the first notification of either party to the other of a desire to negotiate a new contract; the party being notified shall have ten days in which to submit a list of its bargaining committee members. 6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open meeting and all materials presented shall be considered public records. 7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of negotiations shall be allowed. Both parties shall be given copies of any tape recordings made. The dissemination of any minutes, notes, or recordings shall conform to paragraph 8 below.

~~8~~6. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining, and the meeting location chosen shall provide adequate accommodation for private caucuses for the negotiating teams.

~~9~~7. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the framework of the prospective contract throughout the negotiating process. Although issues tentatively agreed to may at any time be reopened for further negotiation, the parties agree that such issues shall not be reopened for the purpose, and in the context of, bargaining and negotiation on other subsequent issues. Tentative agreements shall be recorded by a negotiator for each party initialing the contract language tentatively

agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively agreed upon until an agreement has been reached on all matters and issues between the parties and the contract has been duly executed as provided in Paragraph No. 10.

~~10~~8. AUTHORITY: Each party's negotiating team has authority to reach a tentative agreement, but for any agreement to be executed and binding, it must be approved by the City Council and ratified by the membership of the Union.

~~11~~9. BARGAINING PROCESS: In the course of the bargaining process, negotiators for each party shall attempt to resolve non-economic issues as defined by both parties before considering economic issues.

1~~2~~0. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will make new contract demands and offer proposals on new bargaining subjects or issues for consideration in contract negotiations before or during the third negotiating session except by mutual agreement and unless limited by the contract. In the absence of any mutual agreement to the contrary, no new issues may be presented by either party after termination of the third negotiating session.

1~~3~~1. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by the negotiating teams, each negotiating team agrees to make a good faith effort to obtain ratification of the tentative agreement by the party it represents.

~~14~~12. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will comply with Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an agreement is not reached within thirty (30) days from the date of the initial

bargaining session. Nothing shall prohibit the parties from continuing negotiations before, during, and after the Fact Finding hearing.

~~15~~13. EXCEPTION BY MUTUAL AGREEMENT: The contents of this agreement shall serve to guide contract negotiations between the signatory parties unless mutual consent is given to deviate from its terms.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement to be effective the first pay period of FY 2016, this _____ day of _____, 2016.

FOR THE UNION:

_____

Ryan O'Hearn, President Local -187 Andy Moldenhauer, Vice President

FOR THE CITY OF POCATELLO:

_____

Brian C. Blad, Mayor

ATTEST:

_____

RUTH E. WHITWORTH, City Clerk

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SCHEDULE A (BI-WEEKLY BASE PAY) *

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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)	27F	*$2881.16*

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SCHEDULE B (LONGEVITY PAY)

2

CONSECUTIVEYEARS OF SERVICE	BI-WEEKLY LONGEVITY PAY (1/2 OF 1% OF BI-WEEKLY INDEX)
Bi-weekly Index:	$
5	*$54.58*
6	*$65.49*
7	*$76.41*
8	*$87.33*
9	*$98.24*
10	*$109.16*
11	*$120.08*
12	*$130.99*
13	*$141.91*
14	*$152.83*
15	*$163.74*
16	*$174.66*
17	*$185.58*
18	*$196.49*
19	*$207.41*
20	*$218.33*
21	*$229.24*
22	*$240.16*
23	*$251.08*
24	*$261.99*
25	*$272.91*

SCHEDULE C (VACATION)

YEARS OF SERVICE OFF	WORKING 40 HR. WEEK 8-HOUR DAYS OFF	WORKING 72 HOUR WORK PERIOD 12-HOUR DAYS/24 HOUR SHIFTS
1 through 5	13	15 or 7 1/2
6 through 10	19	21 or 10 1/2
11 through 15	23	25 or 12 1/2
16 through 20	27	29 or 14 1/2
21 through 25	31	33 or 16 1/2
26 and over	35	37 or 18 1/2

SCHEDULE D (HOLIDAY PAY) *

HOLIDAY PAY 5.00% OF BASE PAY**

	Annual Base Salary	Bi-weekly holiday
Probationary Firefighter	*$ 39,879.80*	*$76.69*
Firefighter 2nd Class	*$ 43,854.14*	*$84.33*
Firefighter 1st Class	*$ 48,175.43*	*$92.65*
Driver Operator	*$ 52,967.58*	*$101.86*
Firefighter Paramedic	*$ 58,100.47*	*$111.73*
Captain	*$ 63,710.40*	*$122.52*
Battalion Chief	*$ 74,910.05*	*$144.06*

* Effective first pay period of FY 2016
** Applies only to 56-hour/week employees

SCHEDULE E (BARGAINING UNIT)

The bargaining unit shall include the following employees:

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

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

SCHEDULE F (PARAMEDIC PAY)*

PARAMEDIC STEP PAY

YEARS SERVICE AS A PARAMEDIC	*$2,234.63* BI-WEEKLY STEP PAY	% OF BASE
2	*$22.34*	1%
4	*$44.69*	2%
5	*$67.03*	3%
6	*$89.38*	4%
7	*$111.73*	5%
8	*$134.08*	6%
9	*$156.42*	7%
10	*$178.77*	8%
11	*$201.12*	9%
12	*$223.46*	10%
13	*$245.81*	11%
14	*$268.16*	12%
15	*$290.50*	13%

* Effective first pay period of FY 2016

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