Fire Union Negotiation Meeting Minutes

Meeting Date & Time:	7/26/2016; 9:08am – 11:19am	
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 (absent until after 1st caucus)	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
Andy Moldenhauer	Negotiation member, IAFF 187	Fire

Meeting Notes	
City of Pocatello and IAFF #187 Union Negotiation	▪ Meeting opened at 9:08am by Scott Marotz.
Session #7:	▪ S. Marotz opened the meeting at 9:08am. S. Marotz started with a few housekeeping items: 1) the Chief would like to amend the **TA C-7** to correct internal ambiguity regarding the eligibility registry for promotions and change the language to developing a registry as needed for open positions and remove the 2 year eligibility roster. R. O'Hearn responded that the Union would discuss at caucus. ▪ S. Marotz presented **City Counter to F-1** and explained the changes: the Chief crafted language regarding travel and comp time. S. Marotz stated that FLSA does not apply to non-drivers traveling to training when not on shift or outside their normal work hours. S. Marotz explained that the proposal would allow non-drivers, not on shift, to earn comp time at 1.5 time and that time would go into their regular comp bank as opposed to the special travel comp bank proposed and discussed in previous sessions; other changes included language regarding training and assignments from the Chief. S. Marotz stated that the proposal provides replacement of time off with 1.5 time and provides a management tool to the Chief for control of comp time along with the opportunity for Union members to challenge the Chief's decision through the grievance process. D. Gates interjected

	that the proposal clarifies that mandatory training is what is determined a core duty; if training is not related to a core duty, then the training would not be mandatory. R. O'Hearn clarified that the training wouldn't be mandatory and then stated the Union would consider the proposal. S. Marotz stated those were the two housekeeping items the City wanted to discuss; R. O'Hearn asked if the City had anything else. S. Marotz stated as discussed before, where the City is at with regards to a multi-year contract, he is willing to go to the Council and advocate for a two year contact, but can't in good conscience go and ask for three. S. Marotz stated he is willing to go to Council and advocate for 1.5% ad pay for the first year and 1% the second year for sworn. S. Marotz stated that for non-sworn the City is proposing a $500 cash bonus payment paid on the first payroll of December. S. Marotz stated that with respect to whether or not the 1.5% the first year and the 1% in the second year is a base increase or a one-time ad pay bonus, the City would give the Union the option to select how the Union wants that to go; but, if the decision is a base increase it would not apply to an increase in the longevity factor or increase in clothing allowance. S. Marotz stated if an increase is added to the base, the clothing allowance and longevity base will not go up. S. Marotz stated that he would agree to advocate to the Council for 1.5% the first year and 1% the second year to the base with those caveats or do a 1.5% ad pay the first year and a 1% ad pay the second year and let the Union decide which correction they would like to select. R. O'Hearn asked is that proposal is just on the wages; S. Marotz answered in the affirmative. S. Marotz stated that the proposal would include the items in the Union's multi-year proposal (**F-4**); R. O'Hearn asked if this was a counter to the Union's multi-year proposal and S. Marotz answered yes. S. Marotz stated that the City would also like the substitution of **C-7** and hopefully agree to new language in **F-1** and then **F-1** would become a Tentatively Agreed upon item as well. S. Marotz stated that the changes to **F-4** would include that subpart 1 stays the same; subpart 2 which addresses the wages as presented today; subpart 3 regarding the compensation committee and the City proposes members to include the Union President, Driver/Operator, Captain, and Paramedic, HR Director, HR Compensation Specialist, member from the Finance Department, and a Fire Chief appointee for a total eight-person committee. S. Marotz went on to state that subpart 4 (Tentatively Agreed upon items) would include the new **C-7**, then if the Union agrees, **F-1** (as presented today), **F-6**, **F-7**; subparts 5 and 6 would remain as outlined in Fire proposal **F-4**. R. O'Hearn asked about the City's stance on the reorganization; S. Marotz stated that the City still wants to reorganize the department but is willing to give it up under this proposal. R. O'Hearn clarified that if the sides are unable to come to an agreement of these items, then the reorganization is something that the City intends to pursue; S. Marotz answered in the affirmative. ▪ **Caucus 9:20am – 10:28am** ▪ C. Smith joined the meeting after caucus. ▪ R. O'Hearn started the meeting by discussing amended **C-7**; the Union agreed with the Chief's intent to not establish a roster and it would be only for the immediate promotion and suggested a spelling error correction. Amended **C-7** was **Tentatively Agreed** to and signed by R. O' Hearn and S. Marotz.

	▪ R. O'Hearn brought **Counter F-1** for discussion. The Union is still concerned with mandatory training and would like to strike that language; the Union is willing to work with the Chief to identify core responsibilities through the job descriptions in SOGs. R. O'Hearn stated that the article was targeted at defining how compensation would take place; the Union feels this does that, but the Union would prefer to identify core responsibilities with the job descriptions and not in the contract. S. Marotz asked how the Union would change the language so the City has definitive language to discuss. R. O'Hearn stated the Union would like to end at the 8 hours of class time and to strike the language beginning with "training and assignments identified as core duties"; this change addresses the Union's concerns with this proposal with compensation for training and gives the Chief some of the flexibility he was seeking. S. Marotz stated the City would consider those changes. ▪ R. O'Hearn then brought the City's counter proposal to the table and the Union has a Counter; but, before it was presented, the Union addressed the healthcare proposal. R. O'Hearn stated that at this point healthcare and wages need separated. R. O'Hearn stated that in the meeting with the Union body the Union believes they have the contract language that states they can leave the City's health insurance and move to the NWFF Trust. R. O'Hearn stated he knows the City and the Union have different opinions on that. R. O'Hearn stated the City Council was up front during the special meeting in June that the decision they were rendering was regarding the procedure of the Open Meeting law; the City received the Union's letter and you understand that we have a disagreement about the interpretation of that assessment. S. Marotz asked if the Union is referring to the letter submitted prior to the Council's action or was there one subsequent; C. Smith stated prior to the Council's action. R. O'Hearn stated the parties cannot agree on a healthcare proposal because the Union is weighing their options to move forward with the NWFF Trust. R. O'Hearn stated the Union rejects the City's proposal and will counter on wages only that the Union feels is fair to both parties. S. Marotz asked if the Union is withdrawing their link. R. O'Hearn responded, excuse me? S. Marotz answered, your link, as far as you presented this multi-year plan, you linked all of these together. R. O'Hearn replied that the Union put forward a proposal that the Union thought would be fair to both sides; the City rejected that proposal. S. Marotz stated the Union's proposal was a linking of all these items into a single package and so now the Union is withdrawing their link, or decoupling these into separate items rather than a consolidated proposal. R. O'Hearn stated, yes, he is telling the City that the Union is going to proceed forward with their insurance options with the NWFF Trust. S. Marotz asked what that means specifically; R. O'Hearn stated that the Union is investigating what options the Union has for enforcing the current contract. ▪ R. O'Hearn distributed a **Counter wage proposal to F-4**. R. O'Hearn stated the Union's counter is a multi-year (three-year) contract with wages: 0% increase in FY17 to stand with City as they understand the City employees are not receiving a COLA this year; a 1.5% increase to the base in FY18; and an opener in FY19 for wages only. S. Marotz asked if the Union is withdrawing the compensation committee from the proposal; R. O'Hearn stated the Union will move forward with the compensation

	committee. S. Marotz stated, so the Union is not fully withdrawing **F-4** and asked for clarification regarding which portions are still on the table so we know what the issues are. S. Marotz stated, so the Union's #1, *the Union agrees to the City's healthcare plan* is off the table; you're taking that off the table. R. O'Hearn stated the Union is rejecting that proposal. S. Marotz continued, then #2 is the Union's new counter proposal; R. O'Hearn answered in the affirmative. S. Marotz continued #3 remains as a proposal which is the compensation committee; R. O'Hearn and C. Smith agreed. S. Marotz continued #4 is an acknowledgement of the Tentatively Agreed upon items; R. O'Hearn answered yes. S. Marotz stated #4 is also a request that everything else from both sides be pulled off the table, but that wouldn't include #3 because that's an offer; C. Smith stated right. S. Marotz stated that it also doesn't include anything related to insurance, you're making exceptions then to subpart #4 on those issues, but the Union wants to the City to take everything else that the City has on the table off the table; C. Smith and R. O'Hearn responded that the Union is also taking everything else they have on the table off the table. S. Marotz responded the Union is not taking these items off the table; C. Smith responded, correct. S. Marotz then asked if #5 and #6 are still in play; R. O'Hearn stated, no the Union is rejecting and he apologized as he doesn't have that document in front of him. S. Marotz stated that #5 is all other proposals from both sides except **City proposal #2** will be pulled from the table, that obviously changes because up above and then the Union is taking #6 off the table; R. O'Hearn stated, that's correct. S. Marotz continued, so the only thing left is this proposal the new wages and compensation committee; R. O'Hearn answered, correct and the Union didn't delineate the committee language in there. S. Marotz asked if the Union has any problems with the proposed compensation committee makeup; R. O'Hearn asked for clarification: Union President, Captain, Paramedic, Driver/Operator and then on the management side it would be HR Director, HR Compensation Specialist, finance, and Chief's appointee. R. O'Hearn stated the Union does not have a problem with that committee makeup. C. Smith interjected the Union would like one of the members to be Civilian. R. O'Hearn indicated the Union would like to define their representatives to the committee instead of the City doing so; C. Smith stated the Union was okay with the number of people on the committee, but they want to appoint the committee. S. Marotz confirmed 4 members for the City and 4 for the Union; R. O'Hearn and C. Smith agreed to that number. ▪ **Caucus 10:40am – 10:56am** ▪ S. Marotz started by stating that the City could not accept the Union's proposed deletion in the **City's Counter to F-1**. S. Marotz stated that the section the Union wanted to delete is the management tool for control of comp time and the Union taking without also giving something back. S. Marotz then resubmitted **City's Counter to F-1.** ▪ S. Marotz stated the City has the same issue with decoupling of the Union's previous consolidated offer which linked healthcare and other issues as a basis for a multi-year contract, as without those items there is no justification for the City to agree to a multi-year contract. S. Marotz stated the City is rejecting the Union's decoupling of those items if those are being taken off the table which S. Marotz thinks borders on regressive

	bargaining; and the City is not willing to work towards a multi-year agreement. S. Marotz suggested that, since negotiations are becoming inefficient, the City and Union should engage a mediator with the Federal Mediation Conciliation Service as an effort to try to resolve issues before any issues proceed to fact finding. S. Marotz stated that at times it appears the parties are not on the same page in the data and the motivation behind certain things and he thinks it's true on both sides. R. O'Hearn stated alright and would the City like to call it a day? C. Smith stated the Union would like to determine what items are left that will be addressed by the mediator. S. Marotz answered that all issues on the table that have not reached Tentative Agreement would be presented to the mediator who would try to bridge the gaps. S. Marotz stated mediation may be more efficient de-escalation of emotions and hopefully resolution rather than gearing up for fact finding which would be difficult and time consuming based on the number of items still on the table. S. Marotz stated that both sides ought to be willing to do whatever it takes in good faith to reach an agreement through whatever aides we can before we go into that arena. ▪ **Caucus 11:01am – 11:12am** ▪ R. O'Hearn started by stating the Union agrees to give mediation a try; S. Marotz asked who the Union would like to contact the Federal Mediation Conciliation. C. Smith responded that the Union has never done mediation; S. Marotz explained the mediation process. D. Scott asked about confidentiality and if mediation violates the Open Meeting law. S. Marotz stated that Idaho Statute includes mediation as part of the Open Meeting Act; no official proposals are presented until both sides convene in an open session and minutes are kept. D. Scott asked how mediation affects the timeline. S. Marotz stated that he sees the statute on fact finding that at the end of 30 days it doesn't automatically happen, one side or the other has to request it and there is no time limit on when it is requested. S. Marotz explained that he doesn't think you can request fact finding until the 30 days is expired, but he doesn't think it's mandatory at the expiration of 30 days that you move into that process. S. Marotz continued that you can continue to negotiate up to point in time when the fact finding is completed; so even if we say, okay, fact finding is being requested but we're not going to convene the fact finding for 60 days we've met whatever requirement. S. Marotz stated that as long as the parties are in agreement with that there isn't any problem. R. O'Hearn stated that is the Union's understanding as well. S. Marotz stated he will include R. O'Hearn on communication with the mediator. ▪ Documents attached to the 7/26/2016 minutes: Amended C-7, City Counter to F-1, Union counter to F-4 ▪ **Session #7 adjourned at 11:19am**

By: _____
Lynette Sampson, Legal Department

Approved as to Substance and Form:

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

07/26/2016

amended
PROPOSAL # C-7

ARTICLE 22 – PROMOTIONS, Section B

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 an as needed basis and the eligibility register will only be valid for the immediate

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promotion. 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.

COUNTER PROPOSAL # City Counter F-1

ARTICLE 12 - EXTRA DUTY

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. Training and Assignments: For training and assignment's the department will pay tuition, travel, lodging, per diem, and overtime for hours worked above 72 in an employee's FLSA period. If time off is given to facilitate attendance of training or assignments it shall be handled in the following manner: the employee's 24-hour shift shall be exchanged for up to 16 hours in 2 days (one day of which shall be the original shift day). All time worked in excess of the 16 hours over 2 days shall be paid at the agreed upon extra duty rate per CBA. Travel time will be compensated per FLSA laws. Travelers uncompensated under FLSA law will be compensated with 1.5 hours of comp time for every hour spent traveling. Homework, when specifically called out in the course syllabus, must be preapproved by the Chief or his designee. Homework that is not preapproved requires the instructor submit directly to the Chief or his designee an accounting of hours spent on homework beyond the 8-hour class time. Training and assignments identified as core duties and responsibilities for a given position will be considered mandatory. Training and assignments beyond the core duties and responsibilities

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for a given position will be voluntary and attendance is optional. The union may utilize the Labor-Management and the grievance process to challenge training and assignments they do not believe are core to a given position. >

Section D-G will change to E-H with no material changes.

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

Proposal: Multi-year contract with wages.

1. The contract will be in effect through September 30, 2019.
2. For FY17 there will be a 0% increase in base wages.
3. For FY18 there will be a 1.5% increase in base wages.
4. For FY19 there will be an opener for wages only.

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