Mediation

Meeting Date & Time:	9/20/2016 7:05pm-7:08pm	
Attendee	**Position**	**Company/Department**
Darrell Clark	Professional Mediator (Commissioner)	Federal Mediation & Conciliation Service
Scott Marotz	Lead Negotiator for City	
David Gates	Chief	Fire
Joyce Stroschein	CFO	Finance
Nichole Harms	HR Consultant	HR
Lynette Sampson	HR Consultant	HR
Heather Buchanan	HR Director	HR
Ryan O'Hearn	Lead Negotiator IAFF 187	Fire
Curtis Smith	Negotiation member, IAFF 187	Fire
Andy Moldenhauer	Vice President, IAFF 187	Fire
David Scott	Negotiation member, IAFF 187	Fire
Eric Anderson	Negotiation member, IAFF 187	Fire
Mick Coward	Negotiation member, IAFF 187	Fire

Meeting Notes	
Open Session #1:	▪ **Meeting opened at 7:05pm** by S. Marotz. S. Marotz stated that the teams have been mediating for the last 2 days and now the lead negotiators are jointly proposing a MOU which sets out what is respectively agreed to that will be taken to the parties' decision makers. R. O'Hearn stated that the Union agrees. S. Marotz and R. O'Hearn signed 2 copies of the MOU that will be presented to their decision makers. ▪ **Meeting ended at 7:08pm.**

By: _____
Lynette Sampson, Legal Department

Approved as to Substance and Form:

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 20 day of September, 2016, by and between the negotiating team of the City of Pocatello, a municipal corporation of the State of Idaho (hereinafter referred as "the City"), and the negotiating team of the Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, (hereinafter referred to as the "Union").

WHEREAS, the City, through its Management Negotiation Team, has entered into formal negotiations with the Union, through its Negotiation Team; and

WHEREAS, the City and Union believe that it is in the best interests of both parties to memorialize the agreed terms; and

WHEREAS, the City and the Union have agreed to take the following terms and conditions of employment to their respective decision makers with a recommendation that the terms set out herein be ratified and incorporated into a final Collective Bargaining Agreement;

WHEREAS, all other terms of the Collective Bargaining Agreement, dated April 7, 2016, shall remain in force and effect, except as proposed to be amended by the terms set out herein; and

NOW, THEREFORE, the parties agree to recommend ratification of the following terms and conditions of employment:

1. The parties agree to adopt the City's proposals C-1, C-5, C-7, C-11, C-12, C-13, and C-16.
2. The parties agree to adopt the Union's proposals F-6 and F-7.
3. All other proposals offered by either the City or the Union except for City proposal C-2 are hereby withdrawn.
4. The parties agree to recommend the adoption of City proposal C-2.

5. For the fiscal year 2017 the Union will be insured by the existing City insurance program in the same manner and under the same terms as previous years.
6. For the fiscal year 2018 the parties agree that the Union can select an alternative healthcare provider and the City agrees to pay toward the premiums associated with that selected provider in an amount equal to the cost of the premiums of the firefighters as if they were part of the City's healthcare program or the actual cost of the alternative program whichever is less.
7. For fiscal year 2019 the firefighters shall have the same rights to select an alternative program as FY2018 and the City agrees to pay toward the cost of such program, the actual cost not to exceed the FY2018 premium plus eight (8) percent.
8. For fiscal year 2020 the agreement will be identical to the premium payments required under FY2019.
9. The Union agrees that any agreed upon percent increase payable by City will be based upon identical benefit plans.
10. For the years FY2017 and FY2018 there will be no increase in base salary to the Union. It will be agreed that they will be paid on the same schedule as they were paid in FY2016.
11. For the fiscal year 2019 the City agrees to increase the Union's base salary by one (1) percent.
12. For the fiscal year 2020 both parties are free to bring salary proposals to any negotiations.
13. For FY17 the Union will continue to participate in the City's VEBA plan. For the years FY18, FY19, and FY20 the Union shall establish an HRA plan through their selected medical program or other carrier and the City agrees to contribute to such HRA plan a total of $1,000.00 per year per participating member.

14. The Union agrees to be completely responsible for any and all administrative fees for costs associated with any and all alternative healthcare or other programs selected or established by the Union. So there be no doubt, the City is not responsible to provide any services of any kind which relate to any alternative medical, vision, or HRA programs selected and utilized by the Union.

15. For all contract years the Union will continue to participate in the Dental Program offered to all other City employees.

16. The anticipated Collective Bargaining Agreement will remain in full force and effect until September 30, 2020. That no party can request an opening of such agreement except as required to enter into a new agreement upon the expiration of the existing four (4) year agreement.

17. The Union agrees to withdraw any and all existing grievances filed prior to the execution of the anticipated Collective Bargaining Agreement. SM 20

18. The Union agrees to arrange for the immediate dismissal upon ratification of any and all litigation commenced by the Union against the City or anyone acting on behalf or for the City. The City agrees to cooperate wherever required to facilitate the dismissal of any such litigation.

19. The parties acknowledge that as negotiators the above terms are only recommendations and that the respective decision makers for the City and the Union will need to ratify the agreement including the above terms. Both negotiating teams agree to the best of their respective abilities recommend the ratification of the terms set out above and advocate the agreement of their respective decision makers with respect to such ratification.

20. It is agreed that the terms of this agreement will be presented to the respective decision makers on or before September 27, 2016. This is being done in order to ensure that

payroll has all of the necessary information to adequately and appropriately pay all City employees.

FOR FIREFIGHTERS UNION, LOCAL #187:

Ryan O'Hearn, Lead Negotiator President Local -187

FOR THE CITY OF POCATELLO:

Scott Marotz, Lead Negotiator, City of Pocatello