Police Union Negotiation Meeting Minutes

Meeting Date & Time: May 8, 2019; 2:00 p.m.- 5:18 p.m.

<table>
<thead>
<tr>
<th>Attendee</th>
<th>Position</th>
<th>Company/Department</th>
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<tbody>
<tr>
<td>Scott Marotz</td>
<td>Professional Negotiator</td>
<td></td>
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<tr>
<td>Scott Marchand</td>
<td>Chief</td>
<td>Police</td>
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<tr>
<td>Roger Schei</td>
<td>Major</td>
<td>Police</td>
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<tr>
<td>Jared Johnson</td>
<td>City Attorney</td>
<td>Legal</td>
</tr>
<tr>
<td>Heather Buchanan</td>
<td>HR Director</td>
<td>HR</td>
</tr>
<tr>
<td>Ashley Linton-Welsh</td>
<td>Senior Accountant</td>
<td>Finance</td>
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<tr>
<td>Patrick Davis</td>
<td>Attorney</td>
<td>Police</td>
</tr>
<tr>
<td>Val Wadsworth</td>
<td>President, FOP 13</td>
<td>Police</td>
</tr>
<tr>
<td>Akilah Lacey</td>
<td>Vice-President, FOP 13</td>
<td>Police</td>
</tr>
<tr>
<td>Brandon Vail</td>
<td>Secretary, FOP 13</td>
<td>Police</td>
</tr>
<tr>
<td>Cory Christ</td>
<td>Negotiation Team Member</td>
<td>Police</td>
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Absent: Mary Rasmussen

Meeting Notes

City of Pocatello and FOP #13 Union Negotiation

Meeting opened at 2:00 p.m.

- S. Marotz introduced Darrell Clark from the Federal Mediation and Conciliation Service (FMCS). Mr. Clark was asked to facilitate mediation in an effort to reach an agreement.
- D. Clark gave some background information on FMCS and what his role and responsibilities will be in these proceedings.
- S. Marotz pointed out that proposals cannot be made during caucus. They must be presented on the record in the open meeting.
- Caucus from 2:08 p.m. to 5:01 p.m.
- D. Clark indicated he does not believe the financial gap between the parties can be bridged today.
- Regarding the City’s proposals, P. Davis advised the Union accepts the following:
  - City Proposal #1 regarding VEBA payments ("TA 1");
  - Management Counterproposal #1 to Union Proposal #4 ("TA 2") regarding allotted physical training time;
  - Management Counterproposal #3 to Union Proposal #7 ("TA 3") regarding EAP; and
  - City Proposal #3 (TA 4) regarding social security replacement.
- Acknowledging acceptance, P. Davis, representing the Union, and S. Marotz, representing the City, initialed the four proposals
- P. Davis inquired about the remaining Union proposals. S. Marotz indicated those will be reviewed and a response given at the next negotiation meeting.
- P. Davis indicated he will not be available to meet again until June 19.
- A. Linton voiced her concern of meeting so late in June as the budget is scheduled to be done before the second week of June.
- P. Davis made a request to add a member of City Council to the City’s negotiation team. That request was denied.
- The next meeting will be scheduled for June 20.
- **Meeting adjourned at 5:18 p.m.**

Approved as to Substance and Form:

By: [Signature]
Andrea Henderson, Legal Department

By: [Signature]
Scott Marotz, Professional Negotiator

By: [Signature]
Patrick Davis, Attorney Representing FOP #13

04/11/2019
ARTICLE 14 – MEDICAL INSURANCE

Section 1. The CITY will provide members of the Bargaining Unit access to medical and dental benefits to of the CITY medical and dental insurance program.

Section 2. On the second payroll of the January, the CITY shall submit for deposit $1,300 into an individual VEBA health reimbursement account for all Bargaining Unit members. Members who start employment after the start of the fiscal year, October 1, will not receive the full $1,300 HRA VEBA Payment. The members HRA VEBA amount will be prorated based on start date. Any Bargaining Unit member who transfers to a general employment job will not receive additional VEBA dollars beyond their annual lump sum for the current fiscal year. After completion of the wellness exam, the members will submit the required paperwork, at which time the CITY will submit for deposit an additional $700.00 into the individual’s VEBA health reimbursement account. The wellness VEBA payment can only occur for a member once a fiscal year, regardless of department of employment.

Purpose:
Detail out current practice in an effort to ensure understanding of this city practice, it is an effort to provide clear guidelines.

FY2019 CBA LANGUAGE:

584 ARTICLE 14 – MEDICAL INSURANCE

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586 and dental benefits to the CITY medical and dental insurance program.

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588 $1,300 into an individual VEBA health reimbursement account for all Bargaining Unit
589 members. After completion of the wellness exam, the members will submit the required
590 paperwork, at which time the CITY will submit for deposit an additional $700.00 into the
591 individual’s VEBA health reimbursement account. The wellness VEBA payment can only
592 occur for a member once a fiscal year.

Written: HB 4/4/2019
Presented: 4/12/2019 replacement language

Page 1 of 1
ARTICLE 7 Section 17, Physical Training and Recreation. All Bargaining Unit members are allotted two-three (3) hours per 40-hour work week of physical fitness time while on duty. Sworn members shall take this in two-three (3) 1 hour blocks as manpower permits. Non-sworn members may take this in 30 minute blocks with authorization from their immediate supervisor. This time does not accumulate if it is not available to a member during their 40-hour week.

Purpose:
Increase on duty workout time while on shift as staffing levels permit.

FY2019 CBA Language

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280 allotted two hours per 40-hour work week of physical fitness time while on duty. Sworn
281 members shall take this in two 1 hour blocks as manpower permits. Non-sworn members may
282 take this in 30 minute blocks with authorization from their immediate supervisor. This time
283 does not accumulate if it is not available to a member during their 40-hour week.

Written: HB 4/24/2019
Presented: ____________________ removed language replacement language
ARTICLE 15: EMPLOYEE ASSISTANCE PROGRAM

All Sworn Officers, and Dispatchers and Evidence Technicians are provided an enhanced Employee Assistance Program (EAP) which includes one (1) mandatory visit per fiscal year and up to 20 voluntary visits per incident. The one mandatory visit will be paid regular time. Any subsequent visits will be on the employees own time or by utilization of sick leave per CITY policy.

All other Civilian personnel will be participants in the standard EAP program offered by the CITY. All Sworn Officers and Dispatchers and Evidence Technicians will also be enrolled in the standard EAP program offered by the CITY so their dependents have access to EAP.

Purpose: add Evidence Technicians position to the enhanced EAP program

FY2019 CBA Language

592  ARTICLE 15—EMPLOYEE ASSISTANCE PROGRAM
593     All Sworn Officers and Dispatchers are provided an enhanced Employee Assistance
594     Program (EAP) which includes one (1) mandatory visit per fiscal year and up to 20 voluntary
595     visits per incident. The one mandatory visit will be paid regular time. Any subsequent visits
596     will be on the employees own time or by utilization of sick leave per CITY policy.
597     All other Civilian personnel will be participants in the standard EAP program offered
598     by the CITY. All Sworn Officers and Dispatchers will also be enrolled in the standard EAP
599     program offered by the CITY so their dependents have access to EAP.

Written: HB 4/18/2019
Presented: 4/26/2019  removed-language replacement language
Article 19, Section 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 member provides a match according to the schedule below, the member 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. The designated match is set at the rate indicated by sworn members during City insurance open enrollment in calendar year 2018. Sworn members may elect to change their percentage during the insurance benefit annual enrollment and it shall be effective for the following fiscal year. The designated match will be made during the insurance benefit annual enrollment and it shall be effective for the following fiscal year.

Purpose:
Sworn Bargaining Unit members not covered under the Social Security System would no longer have to complete the annual social security match form starting during open enrollment in 2019 (for FY2020). The match indicated during open enrollment in 2018 (for FY2019) would remain in place until a change is initiated.

Current:

692 **ARTICLE 19 - SOCIAL SECURITY REPLACEMENT**

693 Since sworn Bargaining Unit members are not covered under the Social Security System, the following provisions will be in place:

695 **Section 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 member provides a match according to the schedule below, the member 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. The Parties agree that changes to PERSI Choice 401K contribution/election can

Written: HB 3/29/2019
Presented: 4/12/2019

removed-language replacement language