

June 17, 2021

The City of Pocatello and the Pocatello Fire Union held a fifth negotiation session on Thursday, June 17, 2021 in the City Council Chambers at 9:00am.

Present for the Union were President Andy Moldenhauer, Vice President Adam Davis, Treasurer Eric Anderson, Secretary Scott Lockhart, Mick Coward, and Curtis Smith

Present for the City were City Attorney Jared Johnson and Human Resources Director Heather Buchanan

Open Offers, Counter Proposals, Discussions and Handouts:

- The meeting opened with discussion on the status of the Union's request to move into executive session regarding City Proposal #27: EVT layoff: update to schedules A and E. The City was able to discuss the matter with the State of Idaho Attorney General's office, but not in time to notice an executive session. If this matter remains unresolved the next meeting could include an executive session.
- The City followed up on a Union statement from the June 2, 2021 meeting regarding the counter proposals on changing the combat challenge. This item was not resolved.
- **The City proposed a multipart proposal that must be taken in its entirety. The City offered a package and would not TA any singular parts of the offer.**
 - 1) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024
 - 2) The City of Pocatello agrees to the 48/96 schedule effective in FY2022 with the following conditions.
 - a. The criteria for the 48/96 schedule will be defined cooperatively between the two parties.
 - i. The criteria for the 48/96 schedule will be defined in a policy document which will be incorporated by reference into the CBA as an MOU.
 - ii. The policy document discussion will begin no sooner than October 1, 2021, noticed and discussed in an open meeting in City Council Chambers, located in City Hall and as this is a discussion to create an MOU, will not be subject to the requirements of Idaho Code 44-1801 et seq.
 - iii. Implementation of the 48/96 schedule will occur within 30 days of an adopted MOU.
 - iv. If the parties fail to reach agreement the policy document will be generated by the City and the MOUs will be presented to each party for ratification by August 31, 2022.
 - v. If the Union fails to ratify the MOU the 48/96 schedule cannot be adopted and schedule used in FY2021 will remain in effect.
 - b. Employees on the 48/96 schedule will have a 24-day FLSA cycle

- 3) The City of Pocatello offers the following for employee pay increases for the duration of the 3-year contract. The percentages will be applied to base salary for each pay grade.
 - a. FY2022 – 2.00%
 - b. FY2023 – 2.50%
 - c. FY2024 – 3.00%
- 4) Longevity pay calculations will utilize the FY2021 longevity scales throughout the term of the agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.
- 5) EVT position will remain part of the fire bargaining unit and defined in the CBA while the current employee holds the position. If the position becomes vacant, for any reason, the position will be removed from the bargaining unit and CBA.
- 6) Medical Insurance:
 - a. The City and the Union members will both pay towards monthly premiums as follows:
 - i. Employee only: 95% City / 5% employee monthly premium split
 - ii. Employee + One: 90% City / 10% employees monthly premium split
 - iii. Employee + Two or more: 85% City / 15% employees monthly premium split
- 7) All remaining open items will be withdrawn by the offering party

- **The Union Countered in writing:**

- 1) Accept three-year CBA
- 2) Move to a 48/96 on or near 10/01/2021 where it works within FLSA guidelines. Including a 24-day FLSA cycle.
- 3) The City of Pocatello offers the following for employee pay increases for the duration of the 3-year contract. The percentages will be applied to base salary for each pay grade.
 - a. FY2022 – 2.50%
 - b. FY2023 – 3.00%
 - c. FY2024 – 3.50%
- 4) Freeze Schedule B amounts for the term of the agreement. New participants are eligible and employees will continue to move up the scale.
- 5) Accept as written
- 6) Medical Insurance:
 - a. The City and the Union members will both pay towards monthly premiums as follows:
 - i. Employee only: 94% City / 6% employee monthly premium split
 - ii. Employee + One: 92% City / 8% employees monthly premium split
 - iii. Employee + Two or more: 90% City / 10% employees monthly premium split
 - b. Employees receive \$2,000 VEBA annually
- 7) Accept as written

- **The City's second written counter was as follows:**

- 1) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024
- 2) The City of Pocatello agrees to the 48/96 schedule effective in FY2022 with the following conditions.
 - a. The criteria for the 48/96 schedule will be defined cooperatively between the two parties.
 - i. The criteria for the 48/96 schedule will be defined in a policy document which will be incorporated by reference into the CBA as an MOU.
 - ii. The policy document discussion will begin no sooner than **July 1, 2021**, noticed and discussed in an open meeting in City Council Chambers, located in City Hall and as this is a discussion to create an MOU, will not be subject to the requirements of Idaho Code 44-1801 et seq.
 - iii. Implementation of the 48/96 schedule will occur within 30 days of an adopted MOU **but cannot be sooner than October 1, 2021.**
 - iv. If the parties fail to reach agreement the policy document will be generated by the City and the MOUs will be presented to each party for ratification by **April 1, 2022.**
 - v. If the Union fails to ratify the MOU the 48/96 schedule cannot be adopted and schedule used in FY2021 will remain in effect.
 - b. Employees on the 48/96 schedule will have a 24-day FLSA cycle
- 3) The City of Pocatello offers the following for employee pay increases for the duration of the 3-year contract. The percentages will be applied to base salary for each pay grade.
 - a. **FY2022 – 2.50%**
 - b. **FY2023 – 3.00%**
 - c. **FY2024 – 3.50%**
- 4) Longevity pay calculations will utilize the FY2021 longevity scales throughout the term of the agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.
- 5) EVT position will remain part of the fire bargaining unit and defined in the CBA while the current employee holds the position. If the position becomes vacant, for any reason, the position will be removed from the bargaining unit and CBA.
- 6) Medical Insurance:
 - a. The City and the Union members will both pay towards monthly premiums as follows:
 - i. Employee only: 95% City / 5% employee monthly premium split
 - ii. Employee + One: 90% City / 10% employees monthly premium split
 - iii. Employee + Two or more: 85% City / 15% employees monthly premium split
 - b. **Employees will be eligible to participate in the City of Pocatello Wellness Program and are eligible for a \$700 wellness benefit paid into the City's HRA VEBA program with submission of a Wellness Exam Form to Human Resources.**
- 7) **Article 28: Health and Safety, Subsection 2: Physical Agility Test**

a. All personnel, as defined above, shall complete the physical demands of a physical agility test once per year. The specific Physical Agility Test will be determined by the Department's Fitness/Wellness Committee and City Management. If the parties are unable to come to an agreement on a Physical Agility Test, the "Combat Challenge" will be used. Individuals who are unable to complete the specified standards of the test 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 Physical Agility Test 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.

8) All remaining open items will be withdrawn by the offering party.

• **After discussion the Union offered a verbal counter proposal:**

1) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024

2) Resubmit the Unions original 48/96 schedule

3) The City of Pocatello offers the following for employee pay increases for the duration of the 3-year contract. The percentages will be applied to base salary for each pay grade.

a. FY2022 – 5.00%

b. FY2023 – 3.00%

c. FY2024 – 3.50%

4) Longevity pay calculations will utilize the FY2021 longevity scales throughout the term of the agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.

5) EVT position will remain part of the fire bargaining unit and defined in the CBA while the current employee holds the position. If the position becomes vacant, for any reason, the position will be removed from the bargaining unit and CBA.

6) Medical Insurance:

a. The City and the Union members will both pay towards monthly premiums as follows:

i. Employee only: 95% City / 5% employee monthly premium split

ii. Employee + One: 90% City / 10% employees monthly premium split

iii. Employee + Two or more: 85% City / 15% employees monthly premium split

b. Employees will be eligible to participate in the City of Pocatello Wellness Program and are eligible for a \$700 wellness benefit paid into the City's HRA VEBA program with submission of a Wellness Exam Form to Human Resources.

~~7) Article 28: Health and Safety, Subsection 2: Physical Agility Test~~

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8) All remaining open items will be withdrawn by the offering party.

• **After discussion between the parties, the City made a verbal offer as follows:**

- 1) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024
- 2) The City of Pocatello agrees to the 48/96 schedule effective in FY2022 with the following conditions.
 - a. The criteria for the 48/96 schedule will be defined cooperatively between the two parties.
 - i. The criteria for the 48/96 schedule will be defined in a policy document which will be incorporated by reference into the CBA as an MOU.
 - ii. The policy document discussion will begin no sooner than July 1, 2021, noticed and discussed in an open meeting in City Council Chambers, located in City Hall and as this is a discussion to create an MOU, will not be subject to the requirements of Idaho Code 44-1801 et seq.
 - iii. Implementation of the 48/96 schedule will occur within 30 days of an adopted MOU but cannot be sooner than October 1, 2021.
 - iv. If the parties fail to reach agreement the policy document will be generated by the City and the MOUs will be presented to each party for ratification by April 1, 2022.
 - ~~v. If the Union fails to ratify the MOU the 48/96 schedule cannot be adopted and schedule used in FY2021 will remain in effect.~~
 - b. Employees on the 48/96 schedule will have a 24-day FLSA cycle
- 3) The City of Pocatello offers the following for employee pay increases for the duration of the 3-year contract. The percentages will be applied to base salary for each pay grade.
 - a. FY2022 – 2.50%
 - b. FY2023 – 3.00%
 - c. FY2024 – 3.50%
- 4) Longevity pay calculations will utilize the FY2021 longevity scales throughout the term of the agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.
- 5) EVT position will remain part of the fire bargaining unit and defined in the CBA while the current employee holds the position. If the position becomes vacant, for any reason, the position will be removed from the bargaining unit and CBA.
- 6) Medical Insurance:

- a. The City and the Union members will both pay towards monthly premiums as follows:
 - i. Employee only: 95% City / 5% employee monthly premium split
 - ii. Employee + One: 90% City / 10% employees monthly premium split
 - iii. Employee + Two or more: 85% City / 15% employees monthly premium split
- b. Employees will be eligible to participate in the City of Pocatello Wellness Program and are eligible for a \$700 wellness benefit paid into the City's HRA VEBA program with submission of a Wellness Exam Form to Human Resources.

~~7) Article 28: Health and Safety, Subsection 2: Physical Agility Test~~

- ~~a. All personnel, as defined above, shall complete the physical demands of a physical agility test once per year. The specific Physical Agility Test will be determined by the Department's Fitness/Wellness Committee and City Management. If the parties are unable to come to an agreement on a Physical Agility Test, the "Combat Challenge" will be used. Individuals who are unable to complete the specified standards of the test 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 Physical Agility Test 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.~~

- 8) All remaining open items will be withdrawn by the offering party.

There was no agreement reached and another meeting will be scheduled. It was agreed to reach out for federal mediation, the City will email and copy the Union.