

September 9, 2021

The City of Pocatello and the Pocatello Fire Union held an eight-negotiation session on August 31, 2021 in the City Council Chambers at 9:00am.

Present for the Union were President Andy Moldenhauer, Vice President Adam Davis, Mick Coward, Curtis Smith, and Marcus Andrews

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

Another session was needed to address a difference of interpretation between the parties regarding the City offer that reached tentative agreement (#22) on June 24, 2021.

The City offered the following amendment to TA #22:

- 1) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024
- 2) The City of Pocatello agrees to a 48/96 schedule 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 FY2022-2024 CBA as an MOU.
 - ii. ~~The policy document discussion will begin no sooner than July 1, 2021, and no later than August 1, 2021, discussed in a recorded meeting in City Council Chambers, located in City Hall and will include representative from the City and the Union.~~
 - iii. If an agreement is reached, implementation will occur no later than 30 days after ratification, but cannot be sooner than October 1, 2021.
 - iv. If the parties fail to reach an agreement on the policy document, the 48/96 will be implemented October 1, 2022.
 1. If there is no agreement reached on a 48/96 policy document the parties will present an MOU for ratification to adjust the CBA language referencing the schedule for all shift workers.
 2. If implementation occurs without an agreed upon policy document as of October 1, 2022 there will be a trial period of the 48/96. The trial period will extend 365 days from implementation. After 180 days either party can opt out with 30-days written notice during the trial period and the schedule will revert back to the FY2021 schedule.
 - b. Shift Employees on the 48/96 schedule will have ~~an 18-day~~ a 24-day FLSA cycle.
- 3) Pursuant to Article 10 – Longevity Pay and Bilingual Incentive Program, Section A: Longevity pay calculations will utilize the ~~FY2021 longevity scales~~ "\$2,204.98" index number 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.
- 4) With the exception of wages and medical/VEBA benefits, all open items will be withdrawn by the offering party. TA-23 will remain in place as agreed on 7/13/2021 in regards to compensation and medical insurance premiums.

The Union countered with the following:

- 5) The City of Pocatello offers a three-year Collective Bargaining Agreement for FY2022, FY2023 and FY2024
- 6) The City of Pocatello agrees to a 48/96 schedule 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 FY2022-2024 CBA as an MOU.
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 - b. Shift Employees on the 48/96 schedule will have ~~an 18-day~~ a 24-day FLSA cycle.
- 7) Pursuant to Article 10 – Longevity Pay and Bilingual Incentive Program, Section A: Longevity pay calculations will utilize the ~~FY2021 longevity scales~~ “\$2,204.98” index number 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.
- 8) With the exception of wages and medical/VEBA benefits, all open items will be withdrawn by the offering party. TA-23 will remain in place as agreed on 7/13/2021 in regards to compensation and medical insurance premiums.

The meeting was concluded.