



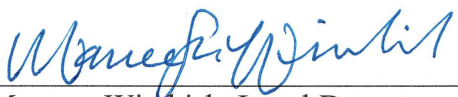
## Fire Union Negotiation Meeting Minutes

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Meeting Date &amp; Time:</b>                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Friday, May 10, 2024; 8:30 a.m. |
| <b>Attendee</b>                                           | <b>Position</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Company/Department</b>       |
| Heather Buchanan                                          | Human Resources Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Human Resources                 |
| Jared Johnson                                             | City Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Legal                           |
| Jordan VanEvery                                           | President, IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Fire                            |
| Adam Davis                                                | Vice President, IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Fire                            |
| Scott Lockhart                                            | Secretary, IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Fire                            |
| Eric Anderson                                             | Treasurer, IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Fire                            |
| Marcus Andrews                                            | E-Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fire                            |
| Sam Morris                                                | Member IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Fire                            |
| Austin White                                              | Member IAFF #187                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Fire                            |
| <b>Meeting Notes</b>                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
| <b>City of Pocatello and IAFF #187 Union Negotiations</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
| <b>Meeting opened at 8:30 a.m.</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
|                                                           | <ul style="list-style-type: none"> <li>▪ Heather Buchanan opened the meeting and introduction of participants was made.</li> <li>▪ H. Buchanan states there have been five dates set for negotiations thus far; 5/10, 5/16, 5/24, 5/28, and 5/31.</li> <li>▪ H. Buchanan introduced <b>C-1</b> which will incorporate all MOUs entered into since the last agreed CBA (2021) into the new CBA.</li> <li>▪ H. Buchanan introduced <b>C-2</b> to provide application of the City of Pocatello Personnel Policy Handbook within Article 1 of the CBA.</li> <li>▪ H. Buchanan introduced <b>C-3</b> which incorporates the City's Personnel Policy Handbook into the CBA, aside from the 3 sections outlined in C-2.</li> <li>▪ H. Buchanan introduced <b>C-4</b> which modifies Social Security Replacement policy to have one enrollment match amount of 6% within Article 32 of the CBA.</li> <li>▪ H. Buchanan introduced <b>C-5</b> which clarifies direct deposit processes and employee pay stub access within Article 9 of the CBA.</li> <li>▪ H. Buchanan introduced <b>C-6</b> which addresses EAP benefits and participation by incorporating City Personnel Policy Handbook language within Article 28 of the CBA.</li> </ul> |                                 |



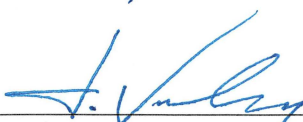
- H. Buchanan introduced **C-7** which eliminates Qualified Educational Assistance Reimbursement Program, within Article 19, and rolls the \$1,500 amount into the Fire Service Joint Labor Management Wellness Fitness Initiative amount to increase it from \$20,000 to \$22,000 within Article 28 of the CBA.
- H. Buchanan introduced **C-8** which incorporates City Policy for Bilingual Incentive Program within Article 10 of the CBA.
- H. Buchanan introduced **C-9** which extends probationary periods for job promotions and incorporates HR applicant tracking system within Article 22 of the CBA.
- H. Buchanan introduced **C-10** which incorporates the current City policy for Harassment, Bullying, Workplace Violence, ADA, & Idaho Whistleblower protections within Article 6 of the CBA.
- J. VanEvery introduced **U-1** which adjusts holiday pay to include Juneteenth for line personnel by increasing pay from 5% to 5.5%.
- J. VanEvery introduced **U-2** which allows for combining comp time and overtime in the same pay period while also not allowing comp time to be taken while assigned to third-party contract work within Article 12 of the CBA.
- H. Buchanan introduces **C-11** which reflects similar changes to U-2.
- **Caucus held from 9:07 a.m. – 11:29 a.m.**
- H. Buchanan emailed all City proposals to J. VanEvery during the break.
- J. VanEvery states they are going to take more time to review C-1.
- J. VanEvery states they are going to take more time to review C-2.
- J. VanEvery states they are going to take more time to review C-3.
- Tentative agreements were reached on the following: C-4, Article 32 – Social Security Replacement, **TA-1**. C-5, Article 9 – Base Pay, Section C, Direct Deposit and Access to Pay Stubs, **TA-2**.
- J. VanEvery introduced counter proposal **CU-1** to C-6, Article 28, Section H, Employee Assistance Program (EAP), which includes the incorporated EAP language in C-6 with some reference changes from 'City' to 'Department' in to reflect language in other areas of CBA. Tentative agreement was reached on CU-1, Article 28 Article 28, Section H, Employee Assistance Program (EAP), **TA-3**.
- J. VanEvery states they are going to take more time to review C-7.
- J. VanEvery introduced counter proposal **CU-2** to C-8, New Article, Bilingual Incentive Program, adjusting language in Sections B and D and striking Section C.
- J. VanEvery states they are going to take more time to review C-9.
- J. VanEvery states they are going to take more time to review C-10. Mentioned that C-10 refers to a lot of State code and Union is seeking clarification if that can be pared down to help limit the length of the CBA. J. Johnson states it is meant to be a resource for employees seeking information but he and H. Buchanan will look into ways those references may be briefer.
- J. VanEvery states they have a counter proposal to C-11 but, before they counter, H. Buchanan wanted to clarify that she verified with Finance during the break that both comp time and overtime cannot be accrued in same pay period with the current and new software. J. VanEvery states they will wait on their counter proposal.

- J. VanEvery introduced **U-3** which addresses increasing the MERP contribution from \$75 to \$250 per employee, per month within Article 31 of the CBA. H. Buchanan asks follow up of how long Union has had MERP. Adam Davis states about 18 years (Later clarified, October 2005 is when it began).
- J. VanEvery introduced **U-4** which addresses the annual HRA contribution increasing from \$1,000 to \$2,500 within Article 18 of the CBA.
- H. Buchanan introduced **C-12** which addresses reasonable suspicion standards within Article 33 of the CBA.
- H. Buchanan introduced **C-13** which addresses sick leave and FMLA policy within Article 17 of the CBA.
- H. Buchanan introduced **C-14** which addresses subpoena and jury duty policies within Article 12 of the CBA.
- H. Buchanan introduced **C-15** as a multi-part proposal. Clarifies holiday day length, floating holidays, eliminates Kelly days as standalone hours and moves the amount into the vacation accrual per pay period, adjust days to hours, and payout eligibility within Article 16 of the CBA.
- H. Buchanan introduced **C-16** which addresses prescription medicine in relation to job duties. New section and no article proposed for incorporating.
- H. Buchanan introduced **C-17** which address light duty work and outlines hours based on FMLA standards within Article 23 of the CBA.
- H. Buchanan introduced **C-18** which addresses HRA contributions being moved to either the calendar year, not FY, or per pay period and prorating the contribution dependent on start dates within Article 18 of the CBA.
- H. Buchanan introduced **C-19** which offers a medical coverage program with the City by proposing a four-year contract.
- H. Buchanan has concluded with proposals. Asks if we are able to start future negotiations earlier in the year since it falls so close to budget season. J. VanEvery states they are open to looking at it and will let us know.
- **Meeting adjourned 12:10 p.m.**

By:   
Mareesa Wimbish, Legal Department

Approved as to Substance and Form:

By:   
Heather Buchanan, Human Resources Director

By:   
Jordan VanEvery, President IAFF #187



TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

# Collective Bargaining Agreement

~~Amended as of: November 4, 2021~~

Effective: ~~November 4, 2021 to September 30, 2024~~

Between the  
International Association of Firefighters  
Pocatello Firefighters Local #187



And the  
City of Pocatello



for the fiscal years ~~2022-2024:~~

~~FY2022 (October 1, 2021 to September 30, 2022)~~

~~FY2023 (October 1, 2022 to September 30, 2023)~~

~~FY2024 (October 1, 2023 to September 30, 2024)~~

C-1

5/10/2024

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# COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this 4th day of November 2021, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

~~The initial agreement was entered into the 16<sup>th</sup> day of September 2021, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union" and is attached as Appendix 1 to this agreement~~

~~This agreement is hereby amended as of November 4, 2021. This amended agreement was executed on November 4, 2021.~~

## ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

**Section A.** The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The primary function of the Fire Department is the protection of life and property, and due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in each position. It is necessary for the public benefit that the Fire Department works as an integral unit in carrying out this function and that the service not be broken up into small, individual, separate and distinct divisions which act on their own; the entire department must be able to function as a unit.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq., and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

**Section C.** It is also agreed that where there are clear differences in the wording and the text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard Operating Guidelines, Fire Civil Service Rules, and the Personnel Policy Handbook, the Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time of contracting should make every effort to point out differences so that the Firefighters' Collective Bargaining Agreement, Fire Department Standard Operating Guidelines, Fire Civil Service Rules, and the Personnel Policy Handbook are not in conflict. The provisions of the Personnel Policy Handbook will not be in effect until agreed upon by the Union.



## **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

It is understood and agreed that the City possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Enact policies and guide staffing decisions to move employees between different apparatus and/or stations in order to proactively or reactively mitigate fatigue.
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods of facilities; and
7. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency

To aid in the consistent and efficient operation of the Pocatello Fire Department, a complete Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at each station, the Chief's office, Union and Civil Service. Proposed changes to working conditions shall be agreed upon prior to implementation.

## **ARTICLE 3 - UNION RECOGNITION**

The City recognizes, after a fully-conducted election held August 3, 1970, the above-named Firefighters Local Union #187 as being designated and selected by a majority of the Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The bargaining unit shall include all those employees who are in the classifications set out in Schedule E of this Agreement.

The Emergency Vehicle Technician position will remain part of the 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.

Upon release of the position from the CBA, all work on emergency vehicles shall be performed within the guidance of NFPA 1911, Chapter 4.

## **ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE**

**Section A.** The Union shall request present and future bargaining unit members to pay to the union a uniform monthly service charge. For Union members that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each bargaining unit employee to sign and submit to the City a written authorization authorizing the deduction

and remittance of this uniform monthly service charge from their wages/salary. Any such authorization shall remain in effect until and unless revoked by the employee by giving written notice of such revocation to the City.

**Section B.** In the event that during the term of this Agreement the provisions of Idaho Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow the imposition of a mandatory uniform monthly service charge as a condition of employment or continuation of employment, the Union and the City shall, at the Union's request, immediately meet and negotiate a replacement Article 4 requiring same.

**Section C.** The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of bargaining unit employees upon written authorization from the employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

## **ARTICLE 5 - UNION BUSINESS**

Time off with pay shall be granted to members in the following manner. The Union Negotiating and/or Grievance Committees while in actual negotiations (meetings shall be scheduled as equally as possible between the three platoons at the convenience of both parties) or handling of grievance problems with management. P.F.F.I. or required meetings, when meetings fall on their scheduled work shift. Two personnel per shift will be guaranteed time off for the spring and fall P.F.F.I. conventions. Requests for time off for Union business for meetings other than the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three additional Union functions; other requests will be considered as travel requests and granted following the Union Contract and minimum manning guidelines.

## **ARTICLE 6 - DISCRIMINATION**

### **Section A. Discriminatory Harassment**

It is the policy, intent and purpose of both the City and the Union that there should be no discrimination as between members with respect to compensation, terms, conditions or privileges of employment on account of race, color, ethnic or national origin; age; religion or religious creed (or belief, where applicable); sex, including pregnancy, childbirth, breastfeeding, or related medical conditions; sexual orientation; gender, or gender identity; nationality, immigration status, citizenship, or ancestry; marital status; protected military or veteran status; physical or mental disability, medical condition, genetic information or characteristics (or those of a family member); political views or activity; status as a victim of domestic violence, sexual assault.

## **Section B: Policy Acknowledgment and Complaints**

Any complaint that falls under the City of Pocatello Personnel Policy Handbook: Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA), Discriminatory Harassment, or Abusive Conduct and Bullying will require the full participation of Human Resources in regards to any and all matters of investigation or review. Human Resources will lead the investigation into any complaint subject to any of the listed categories. Additionally, HR will have full access to all data and records associated with the investigation and findings, even those housed within any Fire Department computer systems. All original investigation records that are a result of EEO, ADA or Discriminatory Harassment will be housed in Human Resources files. All discipline proceedings will be attended by the Human Resources employee involved in the investigation. In addition, all policies, or procedures, that address discrimination must be reviewed and approved by Human Resources and the Legal department, with adoption by the City Council.

Should the City desire to change any current policy or practice in order to comply with the provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change in a current practice or policy.

## **ARTICLE 7 - NO STRIKE**

During the term of this Agreement, no firefighter shall strike or recognize a picket line of any labor organization while in the performance of their official duties. The parties agree to abide by Idaho Code Section 44-1811.

## **ARTICLE 8 - REGULAR WORK WEEK**

It shall be the Fire Chief's prerogative to transfer any person temporarily from the Training or Fire Prevention Division sector to a fire combat status as long as it does not disrupt the regular crew of the apparatus or platoon, thus maintaining the step-up procedure.

It is further agreed that when circumstances in the opinion of the Fire Chief warrant a forty (40) hour employee may have their normal 8:00 a.m. to 5:00 p.m. work period changed through regular scheduling.

## **Section A: Schedule**

~~In place from 10/1/2021 – 1/14/2022:~~

~~The regular work week for each employee is one twenty four (24) hour period every other day for five (5) days, followed by four (4) consecutive twenty four (24) hour days off, consisting of 72 hours actually worked in every nine (9) day period, or a 2,912-hour work year, except for the 40-hour per week employees. FLSA requirements are in effect and the workweek for each~~



employee is based on seventy-two (72) hours actually worked in each nine (9) day period established by the City, except for the 40 hour per week employees.

Day personnel work 40 hours per week.

The FLSA nine (9) day work period begins on the following dates for fiscal year 2016: Platoon A is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September 30, 2015.

In place beginning on 1/15/2022 and moving forward:

As of January 15, 2022, the following language shall apply to the regular work week and shall replace the previous language in Section A: Schedule. The regular work week for each shift employee is one (1) on-duty tour, consisting of two (2) consecutive twenty-four (24) hour shifts, followed by four (4) consecutive twenty-four (24) hour days off. This consists of 192 hours actually worked in every twenty-four (24) day period, or a 2,912-hour work year for shift personnel. FLSA requirements are in effect and the workweek for each employee is based on one hundred ninety-two (192) hours actually worked in each twenty-four (24) day period established by the City.

The twenty-four (24) day FLSA work period begins January 15, 2022 for shift employees.

Day Personnel work 40 hours per week.

#### Section B: 48/96 Schedule Impacts

~~The City and Union agree to meet within 10 business days (defined as Monday through Friday and excluding City observed holidays) of an identified concern and address any adverse impacts related to the 48/96 schedule. This is necessary because it is impossible to foresee every eventuality. The City and Union agree it is in the best interest of the employees and the organization to be able to address these circumstances in a collaborative manner. Methods used may include, but are not limited to; the labor management process, the SOG process, or informal discussions. The solution must be acceptable to both the City and the Union.~~

### ARTICLE 9 -- BASE PAY

**Section A.** Employees shall receive base pay in accordance with Schedule A of this Agreement. Employees advancing in rank shall not have their pay decreased. FY2022, FY2023 and FY2024 biweekly amounts are detailed in Schedule A.

1. For FY2022 wages were increased by two and one-half (2.5%) percent over FY2021
2. For FY2023 wages were increased by three (3%) percent over FY2022
3. For FY2024 wages were increased by three and one-half (3.5%) percent over FY2023

**Section B.** Employees not working due to a condition covered under the applicable City workers' compensation procedure and program will continue to receive their full salary.

**Section C.** Employees shall participate in mandatory direct payroll deposit. This plan shall make the employee's deposit available no later than the normal pay date. Paycheck stubs will accurately itemize and display income, insofar as there is sufficient space on the existing stub forms.

## **ARTICLE 10 -- LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM**

**Section A.** Every employee who, during the budget year completes five (5) years of service, shall receive longevity pay. The following formula will be used to calculate longevity pay:  $.005 \times \$2204.98 \times \text{years of service}$ . The "\$2,204.98" is an index number that shall not be adjusted by for the term of this agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.

**Section B.** In addition to any longevity pay provided in Section A above, paramedics shall be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See Schedule B.)

**Section C.** Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefit amount, method of payment and program administration. Those eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated based on start of participation in the program.

## **ARTICLE 11 -- HOLIDAY PAY**

Any employee who is regularly assigned to work a 24-hour shift shall receive on each bi-weekly pay period the sum of five percent (5%) of their bi-weekly salary as holiday pay, as outlined on Schedule D.

## **ARTICLE 12 -- EXTRA DUTY**

**Section A.** Any employee may be required by the City to work beyond their normal shift which shall be defined as outlined in Article 8 of the CBA for shift employees, and as agreed upon between employee and supervisor for day personnel. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay, computed by dividing the shift employee's annual base salary by 2,080 hours.

~~In place from 10/1/2021 – 1/14/2022:~~

~~Overtime will also be paid at one-half (0.5) times the employee's negotiated rate of pay~~



~~(annual base salary divided by 2,080 hours) for hours actually worked over 68 hours in the nine (9) day work period established by the City. Firefighters on 24 hour shifts work an average of 72 hours every 9 day work period. Sick leave hours are not considered hours actually worked for payment of the (0.5) "FLSA" overtime.~~

In place beginning on 1/15/2022 and moving forward :

Effective 1/15/2022 Overtime will also be paid at one-half (0.5) times the employee's negotiated rate of pay (annual base salary divided by 2,080 hours) for hours actually worked over 182 hours in the twenty-four (24) day work period established by the City. Shift personnel on 48/96 tours work an average of 192 hours every twenty-four (24) day work period. Sick leave hours are not considered hours actually worked for payment of the (0.5) "FLSA" overtime.

**Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and taken in two (2) or more hour increments as staffing allows. The employee may not combine overtime pay and compensatory time in the same pay period. When an employee is discharged, resigns, or retires, they shall receive pay in lieu of accrued comp-time per the following formula:  $\text{Base pay}/2,080 = \text{hourly rate} \times \text{number of accrued hours}$ .

**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.** The position of "Day Captain" shall receive special assignment pay equal to 9.2% of their base pay.

**Section E.** If an off-duty employee is subpoenaed for a legal proceeding related to on-duty acts, or observations, the employee will receive extra duty compensation pursuant to Section C immediately above.

**Section F.** Any employee assigned as Captain in charge of Station Four, shall be paid an additional \$0.50 per hour special assignment pay for each hour they hold such status.

**Section G.** The compensation for the hours worked by any employee assigned to participate in third-party contract work, including but not limited to, Department of Lands, U.S. Forest Service, BLM, State of Idaho, shall be calculated on a Portal-to-Portal basis.

## **ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)**

**Section A.** Qualified Firefighters, Driver/Operators, Paramedics and Captains shall become eligible for additional compensation when working above their normal classification as follows:

1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).
2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance, 2.24% of Driver/Operator's base pay (paid biweekly).
3. Driver/Operator qualified to step-up to Captain, 2.94% of Captain's base pay (paid biweekly).
4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
5. Firefighters or Driver/Operators certified to work the position of paramedic with Pocatello Fire Department shall be paid at the pay rate for the paramedic position worked.
6. Any firefighter who qualifies for WOOC pay will start their new, or adjusted, add pay on the first day of the pay period in which they achieve qualifications.

Any firefighters called in should work at the position of their rank, if possible. Any firefighter assigned to a lower rank shall be paid at the rate applicable to their own level. Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the Department's Step-Up certification program as agreed upon between the Fire Chief and the Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall not be placed in a position for which he/she has not qualified in the past under Article 22 of the Firefighters' Collective Bargaining Agreement, except as specified below. Such temporary assignment shall not be for a period of more than ninety (90) days without the mutual agreement to such assignment of the Union.

**Section B.** Personnel requesting to join Hazmat Regional Response Team 6 shall do so in compliance with the most current SOG Hazmat Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in addition to their regular or overtime pay when the response is approved by the State Bureau of Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security. The \$10.00 per hour compensation clause above may be unilaterally terminated by the City upon notice by the State of Idaho that reimbursement will not be made to the City. Such termination will be effective upon the date and time of notice to the Union, but any work already performed shall be paid.

**Section C.** Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A shall do so in compliance with the most current SOG – Rescue Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over ITRT.

**Section D.** Personnel requested to become Aircraft Rescue and Firefighting (ARFF) certified shall do so in compliance with the most current SOG – ARFF Certification. The number of ARFF certified members will be determined by the Fire Chief based upon the needs as identified by the Battalion Chief over ARFF.



## **ARTICLE 14 - CLOTHING ALLOWANCE**

Uniform standards are established by management. Changes in uniform policy that are shown to result in costs which exceed the member's current clothing allowance shall be negotiated.

- Each 24-hour shift employee required to be in uniform shall receive a clothing allowance of ~~\$29.07~~29.36 per pay period. (04.2022 MOU)
- Each day-shift employee required to be in uniform shall receive a clothing allowance of ~~\$36.73~~37.10 per pay period. (04.2022 MOU)

The foregoing clothing allowances shall be adjusted on an annual basis beginning with fiscal year 2014 by such cost of living allowances as are approved by the City and the Union.

New hires shall be reimbursed for uniforms that they purchase at the onset of their employment to include the following:

- 4 pairs of trousers – either station or EMS style;
- 1 Long Sleeve Class B uniform shirt (cost of patches included);
- 1 Short Sleeve Class B shirt (cost of patches included);
- 1 Class B badge and nameplate;
- 6 Class D Long or Short Sleeve shirts (cost of screen printing included);
- 1 Sweatshirt (cost of screen printing included);
- 1 Coat 5.11 Tactical Wear 3-in-1 style, or equivalent.

All protective clothing or protective devices required of any employee in the performance of their duties shall be furnished to him/her by the City. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.

Any additional clothing requirements or personal equipment required by the City but purchased by the employee must be approved by the Union.

## **ARTICLE 15 - MILEAGE ALLOWANCE**

Any employee who is required to use their private automobile for Fire Department business shall be compensated at the City established rate.

## **ARTICLE 16 - VACATIONS, BIRTHDAY HOLIDAY, KELLY DAYS**

**Section A.** Annual vacations at the regular bi-weekly rate of pay, including holiday and longevity if applicable, shall be granted to eligible employees as set forth in Schedule C of this Agreement.

The following is a list of the annual City observed holidays and for Bargaining Unit members working a forty (40) hour week:

|                        |                 |
|------------------------|-----------------|
| New Year's Day         | President's Day |
| Martin Luther King Day | Memorial Day    |

|     |                                 |                  |
|-----|---------------------------------|------------------|
| 308 | July 4th                        | Labor Day        |
| 309 | Veteran's Day                   | Thanksgiving Day |
| 310 | Day after Thanksgiving          | Christmas Day    |
| 311 | <u>Juneteenth (04.2022 MOU)</u> | Floating Holiday |

312 Employees will bid their Floating Holiday along with vacation.

313 **Section B.** Each employee will have an opportunity to bid on vacation according to SOG 5009:  
 314 Vacation Bidding.

315 **Section C.** Cash payment will be made in lieu of vacation time only if an employee is  
 316 discharged, resigns or retires subject to Section G below. When an employee is discharged or  
 317 resigns or retires, they shall receive pay in lieu of accrued vacation per the following formula:  
 318 Base pay plus holiday pay plus longevity pay x 26 pay periods = annual salary/121 shifts per year  
 319 = pay per shift/24 = hourly pay x number of accrued hours.

320 **Section D.** Maximum vacation accumulation at the end of any calendar year cannot exceed  
 321 fifty (50) working days for day personnel or twenty-five (25) 24-hour periods for shift personnel.

322 **Section E.** Each platoon will be allowed three employees on vacation at one time, except as  
 323 agreed upon between the City and the Union according to SOG 5009. Approval must be  
 324 obtained from the Fire Chief or Division Chief for more than three (3) employees to be on  
 325 vacation from any one platoon.

326 **Section F:** Kelly Days

327 In addition to vacation days and subject to Section E above, each bargaining unit member will  
 328 receive two (2) Kelly days per year to be granted on January 1 of each year beginning January 1,  
 329 2020. Kelly days will be populated in the City's payroll system on the payroll that includes  
 330 processing of December 31 of the prior year.

331 These forty-eight (48) Kelly hours for shift personnel or sixteen (16) Kelly hours for day  
 332 personnel, if not used by the end of the calendar year, will be converted to vacation and be  
 333 subject to Section D above.

334 **Section G.** Vacation, Kelly days, and compensatory time may accumulate to the maximum  
 335 amount referred to in Article 16, Section D and Article 12, Section B except if an employee is  
 336 unable to use vacation, Kelly days, or compensatory time due to illness, injuries, training  
 337 schools, or similar situations whether on sick leave or worker's compensation and unable to  
 338 reschedule the same. If an employee is at maximum accumulation and illness, injury, training  
 339 school, or similar situations occur, preventing the employee from taking vacation, Kelly days, or  
 340 compensatory time, the vacation, Kelly days, or compensatory time will be carried over to be  
 341 used the following year or will be cashed out at the established rate if the employee is unable  
 342 to reschedule the same. If the employee does not return to work after this injury or illness, all  
 343 accumulated vacation time will be paid at the established rate (Article 16, Section C).

## **ARTICLE 17 - ACCUMULATION OF SICK LEAVE**

**Section A.** Sick leave will accumulate at the rate of 5.54 hours per pay period for shift personnel and 3.70 hours per pay period for day personnel. The verification of a member's illness by a physician or other compelling evidence may be required for any illness involving more than two (2) consecutive shifts of work for shift personnel at the discretion of the Fire Chief or in accordance with the Family Medical Leave Act.

**Section B.** Any employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40% for all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a written notice of retirement to Human Resources no later than April 1. Such sick leave payment will be available after retirement at any time after October 1, upon written request.

Formula for Calculation of Amount:

Base pay + Longevity x 26 = annual salary.

Shift personnel: Annual salary/2,912 = hourly rate

Day personnel: Annual salary/2,080 = hourly rate

20% of 600/400 hours x hourly pay =

30% of 600/400 hours x hourly pay =

40% of balance x hourly pay =

Total \_\_\_\_\_ x 1.0765=

AMOUNT DUE = \$

- The 1.0765 calculation will only apply to monies put into the WSCFF MERP
- Any change in IRS rules or regulations during the term of this agreement which mandate a change to the terms of this Article will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.

## **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

### **Section A. Medical Premiums**

1. **FY2022:** The City will pay up to a 6.24% increase over 2021 rates, or the actual premium, whichever is less, based on type of individual enrollments. as follows

| ENROLLMENT TYPE | 2021 Max | Calculation      | FY2022 Oct-Dec Max | FY2022 Jan-Sept Max |
|-----------------|----------|------------------|--------------------|---------------------|
| Employee Only   | \$531.53 | (531.53*106.24%) | \$531.53           | \$564.69            |



|                                 |            |                   |            |            |
|---------------------------------|------------|-------------------|------------|------------|
| Employee & Spouse               | \$1,161.14 | (1161.14*106.24%) | \$1,161.14 | \$1,233.60 |
| Employee & 1 Child              | \$866.81   | (868.81*106.24%)  | \$866.81   | \$920.90   |
| Employee & 2+Children           | \$1,043.16 | (1043.16*106.24%) | \$1,043.16 | \$1,108.25 |
| Employee & Spouse & 1 Child     | \$1,496.44 | (1496.44*106.24%) | \$1,496.44 | \$1,589.82 |
| Employee & Spouse & 2+ Children | \$1,672.76 | (1672.76*106.24%) | \$1,672.76 | \$1,777.14 |

- 375
- 376           2. **FY2023:** The City will pay up to a 6.24% increase over 2022 city covered rates, or the
- 377                     actual premium, whichever is less, based on type of individual enrollments.
- 378           3. **FY2024:** The City will pay up to a 6.24% increase over 2023 city covered rates, or the
- 379                     actual premium, whichever is less, based on type of individual enrollments.

380 It is agreed that for application of any premium increase amounts indemnified by the City that

381 such increases must be based upon identical policy benefits between the years being compared

382 and that the bargaining unit agrees to provide documentation verifying the benefits for both

383 policy years at the time a request is made to increase the premium payment from the previous

384 year.

385 **SECTION B.** The bargaining unit will establish and administer its own HRA and the City agrees to

386 contribute into each individual HRA account the sum of \$1,000, on a yearly basis, as part of the

387 first payroll of each fiscal year. The contributions by the City shall be limited to each person

388 employed by the Department and who is a participant in the health care program administered

389 by the Union.

390 **SECTION C.** It is agreed that the bargaining unit will be responsible for all aspects of the

391 administration of the alternative health, vision and HRA, or any other related or associated

392 programs, and that the City will provide no administrative or support services of any kind or

393 nature related to such programs. The City's sole responsibility will be the payment of the

394 agreed upon contribution toward the applicable premium and any other sums required to be

395 paid under the terms of this agreement.

396 **Section D.** The City will provide "Delta Dental Low" coverage for all employees. The City will

397 also pay approximately one half of the premium, if the employee elects dependent coverage

398 and the employee pays the balance of the premium for this coverage. The employee may also

399 elect to pay the additional premium to upgrade coverage to "Delta Dental High" at their own

400 expense.

401 **Section E.** The Bargaining Unit agrees to provide a medical coverage program for retirees and

402 their dependents as determined by the bargaining unit and that the City has no obligation to

403 continue to provide access to any insurance program after September 30, 2017.

## **ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND EDUCATION**

### **Section A. Physical Training and Recreation**

The City shall issue a \$1,500.00 check to the Union during the first pay period in October for physical training and recreation.

### **Section B. Qualified Educational Assistance Reimbursement Program**

#### **1. Employee Eligibility**

All full-time and half-time employees who have been employed with the City of Pocatello for twelve (12) consecutive months prior to the commencement of the course are eligible for the reimbursement program.

#### **2. Program Eligibility**

Courses that are required for an Associate degree, a Bachelor's degree, or an advanced degree are eligible under this program. These courses must be offered at an institution accredited by a body recognized by the Council on Higher Education Accreditation. To participate in the tuition reimbursement program, the following requirements must be met:

- Course attendance must not disrupt normal duties and employee must remain at assigned station.
- Course attendance must be voluntary.
- The course must not be directly related to the employees' current position requirements at the City.

The Fair Labor Standards Act regulation explains that a course would not be considered directly related to the employee's present position if it:

- Teaches an employee the skills required for another position
- Teaches a new skill that would not improve handling of the current position; or
- Upgrades the employee to a higher skill but is not intended to make the employee more efficient in the present position, even if the course may incidentally improve the employee's skills needed in the present position.

#### **3. Ineligible Programs**

Short-term training programs, seminars, workshops, conferences, conventions, certification programs do not meet the criteria for the City of Pocatello's tuition reimbursement program.

#### **4. Budget Approval Process**

- a) All requests for education benefits must be submitted on the Education Assistance Reimbursement Program form, with attachment(s), to the employees Department Head no later than February 15.

- b) Once completed form has been reviewed by the employees respective Department Head, the request will be sent to Human Resources by February 25 for review of eligibility.
- c) Once funding has been approved during the budget cycle, Human Resources will notify the requesting employee and department head regarding funding availability.
- d) After the course has been completed, reimbursement will only be processed after the employee has submitted proof of a passing grade showing their grade, and a receipt of payment, and a school invoice indicating the cost of the tuition.

## 5. Funding

Requests for eligible reimbursement will be incorporated into budget presentations by department for presentation to City Council during the normal budget build cycle.

Departments will not be allotted budget dollars for Qualified Educational Assistance Reimbursement Programs unless there is a specific employee requesting the dollars. Any funds that are requested and not utilized will be available to another applicant. These funds will be tracked and payments authorized out of Human Resources.

Once funding has been approved during the budget cycle, Human Resources will notify the requesting employee and department head to the funding availability. The employee will then be able to utilize the funds with the start of the fiscal year.

## 6. Benefits

Full-time employees are eligible for a maximum of \$3,000 per fiscal year (October through September) toward the cost of tuition and required textbooks for undergraduate level courses. Full-time employees are eligible for a maximum of \$5,000 per fiscal year (October through September) toward the cost of tuition and required textbooks for graduate level courses. However, reimbursement cannot exceed \$5,250 per calendar year according to section 127 of the IRS tax code.

Half-time employees are eligible for a maximum of \$1,500 per fiscal year toward the cost of tuition and required textbooks for both undergraduate and graduate level courses.

Employees may supplement education benefits provided by the City through other funding sources only if there is no personal financial gain. These sources must be disclosed.

## 7. Application for Reimbursement

Eligible employees wishing to request education benefits must submit the Application for Education Benefits form with Department Head approval, to the Human Resources department. The Application for Education Benefits form is also required for reimbursement of textbooks if paid separately from tuition. Reimbursement will only be submitted after the employee has submitted proof after the completion of the course. Reimbursement is only available for active employees and will not be paid to people who have voluntarily or involuntarily left city service. The only exception is the case of a layoff.



478 8. Eligible Expenses

479 Under the Qualified Educational Assistance Reimbursement Program, the following  
480 expenses are eligible for reimbursement:

- 481 • Tuition
- 482 • Registration
- 483 • Course Fees
- 484 • Course required books
- 485 • Required Lab fees

486 9. Ineligible Expenses

487 The following expenses are not eligible for reimbursement:

- 488 • Application Fees
- 489 • Testing Fees
- 490 • Optional Books
- 491 • Supplies
- 492 • Graduation Fees
- 493 • Computer Fees
- 494 • Course challenge testing
- 495 • Extracurricular programs
- 496 • Expenses for sports, games, hobbies or non-credit courses, except when the  
497 course or activity is part of the degree program

498 10. Reimbursement Criteria

499 Reimbursement is only available for active employees and will not be paid to individuals  
500 who have resigned employment or are terminated for cause during the course duration.  
501 The only exception is the case of a layoff. Likewise, employees who withdraw, do not  
502 complete the approved course, or fail to achieve the grade requirements are not entitled  
503 to reimbursement.

504 Employees who voluntarily terminate employment, or are terminated for cause, during  
505 enrollment in the course are not eligible for any tuition reimbursement. Employees who  
506 leave City of Pocatello service within 12 months of course completion, will repay the  
507 previous 12 months of reimbursement to the City. The employee authorizes the City to  
508 deduct the reimbursed amount from the employee's final check or the employee may  
509 submit a cashier's check for the reimbursement owed back to the Human Resources  
510 Department.

511 11. Reimbursement Request Submission

512 Employee must submit their final course grade to Human Resources with 60 days of  
513 course completion. Failure to do so will result in a forfeiture of reimbursement.

- 514 • Grades of C or better, or a "Pass" in a Pass/Fail course are required for non-degree  
515 and undergraduate courses. Grades of a B or better are required for advanced  
516 degree courses. Failure to provide a final grade within 60 days of course

completion, or failure to attain the required minimum grade, will result in a forfeiture of the right to submit for reimbursement. Employees must submit the following to Human Resources. Proof of the course grade from the applicable academic institution indicating that the employee received an acceptable grade.

- A copy of the school invoice indicating the cost of tuition, registration and course fees, and proof through a receipt, canceled check, or other document indicating the employee has paid the tuition, registration and course fees.
- Documentation showing required textbook(s) for course, and receipt(s) for textbook(s).

## 12. Use of Work Time

It is expected that educational activities will not interfere with the employee's performance and the City's business needs.

## **ARTICLE 20 - STAFFING POLICY**

The Chief of the Department, as an administrative procedure, shall establish staffing requirements. The City agrees to maintain current bargaining unit staffing levels during the term of this contract, but if Bannock County fails to contract with the City of Pocatello for ambulance service, this contract will be open for negotiation of bargaining unit staffing levels.

A representative from the Union will have a seat in the process of hiring new Fire Department employees who are covered by this Collective Bargaining Agreement and Assistant Chiefs. Such union representative will participate in the interviews, the post-interview discussions and will have the right to express their opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make all hiring decisions.

In addition, a representative from the Union will have a seat in the committee appointed by the Mayor for the purpose of making recommendations to the Mayor for the selection and hiring of new Fire Chiefs.

## **ARTICLE 21- SHIFT CHANGE**

Upon approval of the Battalion Chief, any shift employee will have the right to exchange shifts or trade with any other shift employee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent himself/herself from work to attend to purely personal pursuits.

When an employee is absent from work under the exchange of shifts policy, no other employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, a standard form must be filled out per the SOG and given to the

Battalion Chief twenty-four (24) hours prior to trade under normal conditions, or as soon as possible in extenuating circumstances. The person who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave or vacation policy.

**ARTICLE 22 - PROMOTIONS**

**Section A. Promotion Definition**

All appointments to classifications other than that of Firefighter are considered to be promotions. Each person promoted will serve on a probationary status for a period of one (1) year.

**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 position 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.

**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.   |
| Battalion Chief   | Any employee in the classified Service who has twelve (12) years of classified service. |

**Section C. Eligible Register**

1. Definition. An eligible register for promotions is a list of applicants who have successfully completed the promotional examination. An eligibility register will be established by Human Resources after each promotional process is complete, and total points have been determined. The eligible register shall continue to be a bona fide register until all applicants from the register have been promoted, or for two years, whichever occurs first.
2. Examinations to develop an eligibility roster shall be given in March of even numbered years, or when the eligibility roster has been exhausted if sooner. All employees who meet or will meet the eligibility requirements listed in Section B-3 for at least one year during this two-year period will be eligible for the exam. At least forty-five (45) calendar days prior to the examination, the staff will post in all fire stations a list of the source of material from which the written examinations are taken. The criteria used in assessing points in the Staff Interview will be posted prior to the interviews. The promotional exam must consist of a written examination and may be supplemented with a practical examination at the discretion of the Fire Chief. All applicants for promotional examination must be given the examination at the same time. Only those applicants that participate in all parts of the promotional exam will be eligible for promotion.
3. The order in which applicants appear on the eligible register shall be determined by the total points attained from the written exam, staff interview, seniority points, and the assessment lab. The applicant having the highest number of points shall be first on the list. Seniority will be used to break ties with the person with more seniority being placed higher on the list. The eligible register will also list the employee's eligibility date. When a vacancy occurs, the Civil Service Commission will certify the top three (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the person with the highest amount of points (Idaho Code 50-1605) who is eligible for promotion on the date the vacancy occurred. If a person is not eligible at the time of the vacancy, they will maintain their position on the list but will be passed over for that promotion.



- 614 4. If a qualification program has been adopted by the Department and agreed to by the  
615 Union, each candidate must meet the requirements under that program. Candidates  
616 who do not meet those requirements will maintain their ranking on the list but will be  
617 passed over for promotion until they are certified and another vacancy occurs.
- 618 5. Once the eligible register is completed, all promotions will be made on the first day of  
619 the pay period in which the vacancy occurs. If a vacancy occurs and the eligible register  
620 has expired, a valid register will be developed according to Article 22 Section C. Once a  
621 valid register has been developed, the promotion and the eligibility requirements will be  
622 retroactive to the day the vacancy occurred. Each person promoted will serve on a  
623 probationary status for a period of one (1) year.

624 **Section D. Preparation of Exam**

- 625 1. In preparing questions to be used in an examination, the Human Resources staff shall  
626 consult with the head of the department or their responsible subordinates and with  
627 specially qualified persons or experts outside the Classified Service concerning the  
628 duties of a position to be filled, the qualifications to be required of the applicants  
629 thereof, the data upon which questions may be based; provided, however, he/she shall  
630 not consult with any person participating in that particular examination. Prior to the  
631 giving of an examination, all questions intended for use shall be in the exclusive  
632 possession and control of the Human Resources Office, which shall be held strictly  
633 responsible and accountable to the Commission for the secrecy thereof. If an outside  
634 testing vendor is used for the written examination, administration of the examination,  
635 including but not limited to question preparation, scoring, and inspection of  
636 examination papers will be in accordance with the testing vendor's policies and  
637 practices.
- 638 (a) Examinations shall be held in the presence of one or more duly authorized  
639 representatives of the Civil Service Commission.
- 640 (b) At the direction of the Examiner, time limits may be used in examinations. If time  
641 limits are used, they shall be fixed by the Examiner who shall advise the  
642 applicants at the time of assembling, and during examination give proper notice  
643 of elapsed time and time remaining.
- 644 (c) Writing paper furnished by the Examiner shall be used exclusively by the  
645 applicants. Unless otherwise specified in the announcement, pencils or other  
646 necessary instruments will be furnished by Personnel Services. Mechanical or  
647 electronic aides may be allowed at the discretion of the Commission.
- 648 (d) Books of reference or data of any kind shall not be used during any examination,  
649 unless otherwise provided for in the announcement of the examination.

- 650 (e) Written tests shall be done with pencil, indelible pencil, or ink as may be  
651 prescribed by the examiner.
- 652 (f) All papers pertaining to a given test shall be distributed at the same time.
- 653 (g) Individual explanation to applicants shall be prohibited.
- 654 (h) Communication between applicants shall be prohibited.
- 655 (i) Applicants shall not leave the examination room without permission from the duly  
656 authorized representative of the Commission.
- 657 (j) All examination papers shall be picked up upon the expiration of the time limit set,  
658 if a time limit is used.
- 659 (k) Should an applicant withdraw from an examination, he/she shall turn in all papers  
660 which he/she has received.
- 661 (l) In case of irregularity in an examination, the Examiner shall make a written report  
662 thereof to the Commission and such report shall be filed with the working papers  
663 of the examination. The Fire Chief and Union are to be notified.
- 664 (m) Unnecessary conversation between examining personnel will be prohibited.
- 665 2. **Scoring - Examination.** The written portion of the examination shall be evaluated on a  
666 percentage basis, each percentage point to be worth one (1) numerical point. The  
667 percentage of correct answers shall be converted to numerical points. The written  
668 score, the staff interview points, assessment lab score, and seniority points are  
669 combined to form a total score.
- 670 3. **Inspection of Examination Papers.** Each applicant will be advised of their examination  
671 and rating scores. The candidate will be permitted to inspect their own written exam  
672 answer sheet in Human Resources under proper supervision. Written examination  
673 papers shall be at all times in the charge of the Human Resources Office and none of the  
674 papers shall be taken from Human Resources. Only the written portion of the  
675 examination will be available for review by the candidate. The scores derived from the  
676 assessment lab and Chief's interview will be discussed with each candidate in a  
677 post-examination interview to be conducted by the Chief within thirty (30) working days  
678 of the completion of the assessment lab. The purpose of this interview will be to show  
679 the individual their areas of strengths and weaknesses. The records of an examination  
680 are working papers and not public documents.
- 681 4. **Protest on Manifest Errors in Grading.** Request for review of the grading must be filed  
682 with the Civil Service Commission, in writing, within ten (10) calendar days of the date

when the notice as to the standing of the applicant is sent out. No change in rating will be made except for a manifest error in grading. The Civil Service Commission shall have the power to correct any error and amend or revoke any schedule, list or other paper or record where it appears that an error or injustice has been done. After an eligible list has been so corrected, amended or revoked, notice shall be given to all persons whose standings upon such list may be affected by the alterations. The reasons for every such action shall be recorded in full in the minutes of the Civil Service Commission.

5. **Examination Papers Kept for Two Years.** Examination papers of all applicants in any examination shall be preserved for a period of two (2) years from the date of the certification of the eligible register. Such examination papers shall be disposed of at the discretion and by the direction of Human Resources. Any attempt on the part of an applicant (either by himself or through others with their knowledge) to influence or induce any examiner or employee thereof, to give applicant an undue advantage or to accord a special rating on an examination, shall be cause for the rejection of the applicant.

#### **Section E. Assessment Lab**

The assessment lab will be designed around the individual position to be filled. The material shall pertain to the actual duties and responsibilities as well as test for abilities in leadership, written and oral communications, problem solving, organization and planning, interpersonal skills and other pertinent areas. There will be no take-home written assignments; however, preparation for an oral presentation may be done at home using a variety of visual aide. If an outside testing vendor is used for the assessment lab, development, content, administration, and preparation will be in accordance with the testing vendor's policies and practices.

#### **Section F. Firefighter and Paramedic Requirements**

Appointment to the following positions does not require an examination. Movement from probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute a promotion. There is no probationary period for 2nd and 1st class firefighters.

##### **CLASSIFICATION**

- Firefighter 2nd Class
- Firefighter 1st Class
- Firefighter Paramedic

Appointment to positions listed above shall fall within the Fire Chief's discretion. Eligibility standards are listed below.

- **Firefighter 2nd Class:** A probationary firefighter shall be eligible to move to 2nd class firefighter upon satisfactory completion of one (1) year service as a Probationary

718 Firefighter and satisfactory completion of probationary requirements by written  
719 approval of the Fire Chief.

- 720 • Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class firefighter  
721 upon completion of one (1) year service as 2nd Class and satisfactory completion of 2nd  
722 class requirements and receipt of written approval of the Fire Chief.
- 723 • Firefighter Paramedic: Candidates for paramedic training shall be selected by the Fire  
724 Chief. Preference shall be given, over lower classifications, to candidates who have  
725 finished their 1st class Firefighter outlines. Final appointment shall be contingent upon  
726 compliance with the State Board of Medicine requirements. Those who choose to  
727 accept the training of paramedic shall make a commitment to remain in that position for  
728 a minimum of two (2) consecutive years upon appointment to the position.
- 729 • Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector  
730 position is created, appointment to this position shall first be offered to current  
731 bargaining unit members who have attained the rank of FF 1<sup>st</sup> Class and above. If no  
732 current bargaining unit member applies for the position the Chief may fill the position at  
733 his discretion, either from the civil service list or by open applications. If there is a  
734 reduction in the number of Fire Inspector positions only those hired from the civil  
735 service list can be reassigned to a line position.

#### 736 **Section G. Reduction in Rank**

- 737 1. Disciplinary reduction: A member may be reduced in rank per the disciplinary procedures.  
738 When so reduced, the individual will be reduced in rank available as a result of the  
739 reduction determined by the disciplinary action.
- 740 2. Reduction in Work Force: A reduction in staffing due to an involuntary force reduction.
  - 741 a. The last person promoted shall be returned to the rank and seniority held before  
742 seniority held before promotion.
  - 743 b. The person so reduced in rank shall be the first to be reappointed to the higher  
744 position before another person below in the promotion register from which the  
745 promotion occurred or from a promotion register established subsequent thereto.

#### 746 **Section H. Voluntary Reduction in Rank**

- 747 1. A member who chooses to take a voluntary reduction, and has held the position fewer  
748 than 120 days, will be allowed to return to previously held rank, and future promotions  
749 will require participation in competitive promotion process.



750 2. A member who chooses to take a voluntary demotion and has held the position for 120  
751 days or more will be allowed to return to the highest attained rank which is currently  
752 vacant, or will be vacated by the voluntary demotion. Any future promotions will  
753 require participation in the competitive promotion process.

754 a. If available rank is below the highest rank attained, then the member shall be  
755 the first to be reappointed to the higher position before another member below  
756 on the promotion register from which promotion occurred from a promotion  
757 register established subsequent thereto.

#### 758 **Section I. Temporary Appointments**

759 Temporary appointments shall be made according to Article 20 (Working Out of Classification),  
760 Collective Bargaining Agreement. Temporary appointments shall be made from the next lower  
761 classification of the same division when possible.

#### 762 **Section J. Work Assignment**

763 1. The Union agrees that its members shall comply with their existing job descriptions.  
764 Where changes in the job descriptions are made, the City and the Union shall bargain  
765 prior to implementations.

766 2. Employees shall be assigned work which is consistent with recognized appropriate work  
767 for professional fire fighters and be provided with training which will assist them in  
768 completing their assignments.

769 3. It is recognized that during the course of an emergency there are situations that may  
770 arise requiring extraordinary measures. With cause, the Mayor may declare  
771 "emergency conditions" lasting 72 hours or less, in which firefighters may be required to  
772 perform non-traditional functions.

#### 773 **ARTICLE 23 - LIMITED DUTY**

774 Any employee who is temporarily incapacitated and who has a limited duty statement from  
775 their doctor may be allowed to return to work to perform any of the following duties:

776 1. Preparation of materials for inspection and training divisions.

777 2. Light duty equipment and station maintenance.

778 3. Fire prevention work.

- 779 4. Limited Duty assignments should generally be within the expertise and scope of the  
780 individual's current or past positions, but may include basic clerical work or any other  
781 work beneficial to the organization's operation.

782 **ARTICLE 24 - LAYOFF AND RECALL**

783 Layoff is defined as any involuntary separation from employment not involving delinquency,  
784 misconduct or inefficiency. Whenever for lack of work, funds, change in organizational  
785 structure, or other compelling reason it becomes necessary to reduce the number of employees  
786 within the Fire and/or Ambulance Service, the following regulations shall apply:

- 787 1. The person last hired shall be laid off first.  
788 2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of said  
789 layoff, giving the names of those laid off, the date of appointment and the reason for  
790 the reduction in force.  
791 3. The names of those so laid off shall be entered on an appropriate recall register in  
792 inverse order of their layoff.  
793 4. When it is desired to again increase the number of officers or employees, the Civil  
794 Service Commission shall certify all those laid off in the order their names appear on  
795 the recall register. A person so certified, who declines, or who after 10 business days'  
796 notice has failed to accept recall, shall be considered permanently separated from the  
797 Fire and/or Ambulance Service.  
798 5. Recalls herein are subject to such medical examination and other conditions consistent  
799 with these rules, as the Civil Service Commission deems necessary. Temporary medical  
800 disabilities (broken bone, short-term illness) shall not result in loss of recall rights.  
801 6. In the event a previously promoted officer or employee returns to duty, or the number  
802 of officers or employees holding that rank is reduced, the last officer or employee  
803 promoted shall be returned to the rank he held before. The officer or employee  
804 demoted shall be the first reinstated to the higher classification, before anyone else on  
805 the current eligible register.  
806 7. Officers or employees who are laid off prior to completion of their probationary period  
807 must, upon recall, complete the remainder of the probationary period.  
808 8. Should it be necessary to reduce the number of manned apparatus, it may also be  
809 necessary to reduce the number of positions in ranks within the Fire Department to be  
810 consistent with the numbers of remaining employees.

811 **ARTICLE 25 - PREVAILING RIGHTS**

812 All rights and privileges held by the employee at the present time, which are not included in this  
813 Agreement, shall remain in force.

## **ARTICLE 26 - SETTLEMENT OF DISPUTE & DISCIPLINE**

For the purpose of this Agreement, dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. It is agreed that Supervisors have the right to discipline members for just cause. Members subjected to discipline resulting in suspension without pay, demotion, dismissal or loss of benefits may invoke the disciplinary review procedures provided in the Civil Service rules as outlined in SOG 5019; however, such member will then be precluded from grieving the proposed discipline as outlined in the Collective Bargaining Agreement. In the event the member does not invoke the procedures of the Civil Service Commission as outlined in SOG 5019, such member may invoke the grievance procedures of this Collective Bargaining Agreement.

**Section A.** Labor disputes or differences arising between the City and the Union and the employee, including differences or disputes as to the meaning, application or operation of any provision of this Agreement shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed between the parties that the Standard Operating Guidelines of the Fire Department and the Civil Service Rules are subject to the grievance procedure set forth herein.

**Section B.** Any employee who has a grievance concerning interpretation of this Agreement shall notify in writing the shop steward within thirty (30) calendar days from the date of the grievance. The shop steward will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and they shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

**Section C.** If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within 20 business days (defined as Monday through Friday and excluding City observed holidays). If the Union and the Fire Chief fail to reach an agreement within 20 business days, they shall notify the Mayor in writing. The Chief may call upon staff officers at any time in the course of their efforts to reach an agreement.

**Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within 20 business days. If the parties fail to reach an agreement within 20 business days, it shall be handled in accordance with the provisions of Section E.

**Section E.** In the event the grievance is not resolved within 20 business days after being referred to the Mayor, the issue may be submitted to arbitration in accordance with the following procedures:

1. The party demanding arbitration shall file their demand and copy the opposing party within 40 business days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the 40 business days period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.

2. The party requesting arbitration will request from the American Arbitration Association a panel of five (5) arbitrators who are members of the National Academy of Arbitrators. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.
3. Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with number 2 above. No more than two panels may be so rejected.
4. A flip of the coin will determine the right to strike the first two names from the five (5) person panel. The other party will then have the right to strike an additional two (2) names. The fifth remaining person will then be the arbitrator. This selection process must be accomplished within five (5) days of receipt of the panel from the A.A.A.
5. The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining to Section A, of this Article.
6. The Union and City shall share the expenses of the Arbitrator.

**Section F.** Where a complaint alleges discrimination based on race, creed, color, religion, sex or physical handicap, the City's Affirmative Action complaint procedure will be utilized. In matters dealing with sexual harassment, the Sexual Harassment Complaint Procedure will be used.

## **ARTICLE 27 - SUBSEQUENT CONTRACTS**

**Section A.** Not later than June 1st of the year this Agreement expires the Union President shall advise the Mayor, in writing, of the Union's intent to negotiate, and supply a roster of the bargaining unit's negotiating team. The Mayor, or designee, shall acknowledge receipt of the union proposals within ten (10) business days' notice and shall provide to the Union President, in writing, a roster of the negotiating team representing the City.

**Section B.** Submission of issues to Fact Finding Commission. In the event the bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to a Fact-Finding Commission pursuant to the procedures outlined I.C. 44-1801 et seq.

## **ARTICLE 28 - HEALTH AND SAFETY**

Recognizing the inherent dangers in firefighting, medical and rescue operations, the City and Union agree to cooperate in providing a reasonable and prudent level of safety for employees in the Fire Department.

**Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom shall serve without compensation. The duties of this committee shall be as follows:

- 886 1. To meet as needed to review and discuss the safety reports received from each company  
887 officer.
- 888 2. To correct, or make recommendations to the Fire Chief for the correction of, hazardous  
889 conditions or unsafe work methods which come to the attention of the Committee.
- 890 3. To prepare written minutes of all committee meetings for review and adoption at the  
891 next meeting.
- 892 4. To review reports of accidents, deaths, and injuries reported to worker's compensation  
893 and to make recommendations, including a date of implementation, to modify rules  
894 and/or procedures in order to avoid similar incidents in the future. Provided, however,  
895 that the Committee shall have access to confidential medical information in the  
896 possession of the City only upon written authority by the employee involved.
- 897 5. To gather information from authoritative medical sources regarding a standardized  
898 medical protocol for emergency care and treatment of injured firefighters. The  
899 Committee's recommendations will be presented to the Fire Chief who will in turn  
900 present these recommendations to appropriate officials at the health care facilities.

901 **Section B.** The City shall furnish and maintain all safety equipment such as respiratory  
902 apparatus, gloves, helmets, protective clothing and eye goggles.

- 903 1. The Captains are responsible for conducting an inspection at least once each quarter  
904 year of the safety equipment assigned to personnel under their supervision. In addition,  
905 the Committee may also conduct such inspections. When any article needs  
906 replacement or repair, the Captain shall forward a written request, with a  
907 recommendation date for correction if appropriate, to the Battalion Chief, with a copy  
908 to the Committee.
- 909 2. Repairs of breathing apparatus will be performed only by persons who have been  
910 properly trained by the manufacturer.

911 **Section C.** Firefighter Health and Safety Training. The City will provide an ongoing safety  
912 program as described below.

- 913 1. An annual training schedule will be posted by the Training Division listing subjects to be  
914 covered. Safety matters listed on this schedule will be mandatory; however, the  
915 company officer is advised to cover any other items that he feels appropriate. The  
916 Committee may also recommend additional subjects which it feels should be scheduled  
917 for training.
- 918 2. Each company officer will conduct a safety meeting with his assigned crew for at least  
919 one hour each month.



3. A training record shall be maintained for each employee, listing dates and subjects covered.

4. Any employee who fails to observe safety rules, regulations, or procedures shall be subject to disciplinary action.

5. The company officer will forward any recommendations on matters, which he is unable to correct to the Committee.

6. Any recommended items or procedures, which are costly or unusual, shall be sent to the Fire Chief for consideration.

**Section D.** Procedures for Recommendations: The Fire Chief may implement, modify, or reject any recommendation provided for in this Article. Should the Fire Chief reject or modify a recommendation, a written decision and explanation shall be provided to the Committee. The Committee may appeal in writing any rejection or modification to the Mayor within five (5) business days' notice from the date of the decision. The Mayor shall give a written decision on the matter to the Committee, with a copy to the Fire Chief, within ten (10) business days' notice of receipt of the appeal. If the Committee disagrees with the decision of the Mayor, it may meet with the Mayor in order to discuss referring the matter to arbitration. In the event both parties mutually agree to refer the matter to arbitration, they must agree, in writing, as to whether the arbitration will be binding or non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.

**Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief, Billing and Coding Clerk, Medical Billing Specialist, and the Fire/EMS Support Specialist will participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established through mutual agreement between the City and the Union. No employee will be disciplined or discharged for failure to meet standards, which may be established within the program. The City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to \$20,000.00 per year.

**Section F. Medical Evaluation.** The City will provide those employees who serve in a line capacity with a medical evaluation that balances current medical knowledge and the current edition of NFPA 1582, as recommended by the Department's physician. The physician shall be selected by the Department's Fitness/Wellness Committee.

**Section G. Fit-For-Duty.** There are two components that determine an employee's fitness for duty and both must be met in order for the employee to serve in a line capacity which exposes them to an Immediately Dangerous to Life and Health (IDLH) environment.

1. Medical Certification – Fire Department Physician will provide medical certification and return to work authority. Medical conditions that are being treated by a

specialist require a unified return to work decision between the Department's Physician and the specialist.

2. Physical Agility Test - 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.

#### **Section H. Enhanced Employee Assistance Program (EAP)**

All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs 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 if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be on the employees own time or by utilization of sick leave per Article 17. In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment. All other personnel will be participants in the standard EAP program offered by the City. All employees' dependents will have access to standard EAP.

#### **Section I. Fatigue Risk Management.**

~~The City and Union agree to adopt all components of the PulsarInformatics Fatigue Risk Management System (FRMS) including PVT Workfit, Fatigue Meter, Countermeasure/Training, FRMS. The City and Union agree to implement the custom FRMS as recommended by PulsarInformatics regarding the frequency of Psychomotor Vigilance Testing (PVT) and policies to guide decision making to manage fatigue. A Union representative will be assigned to work with the City and PulsarInformatics to develop the custom FRMS. The custom FRMS will be directly implemented, as delivered, in SOG form. The City and Union agree that the adopted policies will be non-punitive, provided the employee participates in PVT and does not attempt to manipulate the test results. The use of the PulsarInformatics Fatigue Risk Management System may be discontinued provided that at least 6 months has passed since transition to the 48/96 schedule, and the City and Union agree in writing by MOU to discontinue the program.~~

#### **ARTICLE 29 - RESIDENCY REQUIREMENT**

Fire Department employees, regardless of when hired, may live anywhere, inside or outside of the City limits.

994 **ARTICLE 30 - IAFF-FC DEFERRED COMPENSATION PLAN**

995 **Section A.** The City agrees to administer the International Association of Firefighters Financial  
996 Corporation (IAFF-FC) deferred compensation program for Fire Department members. The  
997 Union agrees to cover any direct fees associated with this program.

998 **ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN**

999 **Section A.** The City shall make a monthly pre-tax contribution of \$75.00 per employee to the  
1000 Washington State Council of Firefighters Medical Expense Reimbursement Fund (MERP) for  
1001 each bargaining unit member and for each member who is promoted out of the bargaining unit.  
1002 This trust shall remain separate and apart from any City Retiree health insurance funding  
1003 program.

1004 **Section B.** Upon retirement the City agrees to pay a final pre-tax contribution into the  
1005 Washington State Council of Firefighters' Employee Benefit Trust (MERP) of 100% of the  
1006 employee's accumulated sick leave buy out using the formula set forth in Article 17 Section C.

1007 **Section C.** Any change in IRS law rules or regulations during the term of this Agreement which  
1008 mandate a change to the terms of this Article affecting this plan will act as an opener for this  
1009 Article only for the sole purpose of developing language to comply with all applicable IRS rules  
1010 and regulations.

1011 **ARTICLE 32 - SOCIAL SECURITY REPLACEMENT**

1012 Since bargaining unit members are not covered under the Social Security system, the following  
1013 provisions will be in place:

1014 The City of Pocatello shall, in lieu of paying Social Security employer contributions, pay up to  
1015 6.2% of wages that would have been subject to Social Security taxes into the following account;  
1016 PERSI choice 401k plan. Provided the employee provides a match according to the schedule  
1017 below, the employee will designate their desired match, expressed as a percentage of wages in  
1018 whole percentage points up to 6%. The designated match is set at the rate indicated by  
1019 individuals during insurance open enrollment in 2018. Individuals may elect to change their  
1020 percentage during the insurance benefit annual enrollment and it shall be effective for the  
1021 following fiscal year. The Parties agree that changes to PERSI Choice 401K contribution/  
1022 election can only be made for qualified life-changing events within thirty (30) days which  
1023 include: change in marital status, a change in the number of eligible children, change in benefits  
1024 eligibility, or a change in a family member's benefits eligibility because of a change in his or her  
1025 eligibility or coverage under another employer's plan and proof of such a change must be  
1026 available upon Human Resources request. For those members who participate in the  
1027 replacement program the City shall provide an additional 0.2% of wages that would have been  
1028 subject to Social Security taxes for said employee to be placed into the employees PERSI choice  
1029 401K plan for the first 1% contribution; the schedule is as follows.

| Member Contribution | City Match |
|---------------------|------------|
| 0%                  | 0%         |
| 1%                  | 1.2%       |
| 2%                  | 2.2%       |
| 3%                  | 3.2%       |
| 4%                  | 4.2%       |
| 5%                  | 5.2%       |
| 6%                  | 6.2%       |

Parties believe that placement of the refund and matching amounts in the PERSI 401k plan allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI base plan payments, worker's compensation or other taxes and payments. Parties agree to work together to make the payments in a manner which maximizes the benefit for members and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be avoided, the City of Pocatello shall not be responsible for additional taxes or payments in excess of what is received in any refund or what was previously being paid as the employer's share of social security. Such additional taxes or payments will be assessed to the member recipient.

### **ARTICLE 33 - REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

1. Employer and Union agree to implement the following alcohol and drug-testing program. The parties agree that the primary purpose of this policy is to prevent on-the-job impairment stemming from substance abuse. The parties also agree that when a worker is presumed to be impaired due to substance abuse that the supervisor has an obligation to remove the employee from his position immediately. The supervisor will call "Out of Service" and contact the Battalion Chief immediately, who after verifying the suspicion, will contact the Pocatello Police Department Shift Commander and ask that an officer that is trained in recognition of drug and alcohol identification be sent to evaluate the suspected employee. If the Police Officer believes that said employee may be under the influence, the employee shall submit to a breath analysis, urinalysis, and/or blood.

If the employee is found to be under the influence, they may be disciplined and will submit to assistance through the EAP program.

2. The Employer shall not utilize any form of random testing unless specifically required by federal law. When random testing is required, the Employer shall only administer random testing to those workers specifically subject to random testing as required by federal law (narrowly defined). No other bargaining unit workers shall be subjected to random testing of any form and under any circumstances.
3. Any matters related to this alcohol and drug-testing policy shall be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.

## **ARTICLE 34 - SAVING CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## **ARTICLE 35 - TERMS OF AGREEMENT**

This Agreement shall be effective on the 1st day of October 2021, and shall remain in full force and effect until midnight on the 30th day of September 2024. In addition to the right to reopen any specific terms of this Agreement as set out in the terms of this Agreement, the parties agree to the following additional opener:

1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement to pursue a merger/consolidation/joint service agreement during the term of this contract, Local 187 and the City of Pocatello agree to an automatic contract open or to negotiate the impact of the agreement. Both parties agree that within thirty (30) days of a tentative agreement between the two cities to meet and negotiate in good faith.

## **ARTICLE 36 - PROCEDURAL AGREEMENT**

1. PURPOSE: The parties hereby acknowledge and agree that the purpose of negotiations is the development of a labor agreement which recognizes the duties, rights and obligations, as well as the capabilities and needs of the respective parties with respect to the relationship between them as employer and employee. Each party agrees to bargain in good faith keeping in mind the resulting consequences of the bargaining process and recognizing the restrictions and duties imposed on the Parties by federal and Idaho statutes, rules and regulations.
2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal Building unless otherwise agreed. Should either party require that negotiations be moved to a neutral site outside the Municipal Building, concurrence by the other side shall be required and the cost of use of the alternate negotiating site shall be borne equally by both parties.
3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions shall be submitted by the Chairman of the Management team to the Chairman of the Union team at the time the Management roster is submitted. The two chairmen shall work out any problems with the proposed schedule. More than ten (10) sessions may be held if necessary and are to be set by mutual agreement of the chairman of each bargaining team.
4. COMPENSATION: Members of the negotiating teams (both for the City and for the Union) shall participate in the mutually scheduled negotiating sessions without loss of pay or benefits due to any such participation. On-duty personnel shall receive their



1097 usual compensation. Off-duty personnel will receive no compensation for negotiating  
1098 sessions.

1099 5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be  
1100 determined each year with members listed in writing at the time of the first  
1101 notification of either party to the other of a desire to negotiate a new contract; the  
1102 party being notified shall have ten (10) days in which to submit a list of its bargaining  
1103 committee members.

1104 6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open  
1105 meeting and all materials presented shall be considered public records.

1106 7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of  
1107 negotiations shall be allowed. Both parties shall be given copies of any tape  
1108 recordings made. The dissemination of any minutes, notes, or recordings shall  
1109 conform to paragraph 8 below.

1110 8. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining, and  
1111 the meeting location chosen shall provide adequate accommodation for private  
1112 caucuses for the negotiating teams.

1113 9. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the framework  
1114 of the prospective contract throughout the negotiating process. Although issues  
1115 tentatively agreed to may at any time be reopened for further negotiation, the  
1116 parties agree that such issues shall not be reopened for the purpose, and in the  
1117 context of, bargaining and negotiation on other subsequent issues. Tentative  
1118 agreements shall be recorded by a negotiator for each party initialing the contract  
1119 language tentatively agreed to. Notwithstanding the foregoing, nothing shall be  
1120 considered conclusively agreed upon until an agreement has been reached on all  
1121 matters and issues between the parties and the contract has been duly executed as  
1122 provided in Paragraph No. 10.

1123 10. AUTHORITY: Each party's negotiating team has authority to reach a tentative  
1124 agreement, but for any agreement to be executed and binding, it must be approved  
1125 by the City Council and ratified by the membership of the Union.

1126 11. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will make  
1127 new contract demands and offer proposals on new bargaining subjects or issues for  
1128 consideration in contract negotiations before or during the third negotiating session  
1129 except by mutual agreement and unless limited by the contract. In the absence of  
1130 any mutual agreement to the contrary, no new issues may be presented by either  
1131 party after termination of the third negotiating session.

1132 12. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by the  
1133 negotiating teams, each negotiating team agrees to make a good faith effort to  
1134 obtain ratification of the tentative agreement by the party it represents.

1135 13. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will comply with  
1136 Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an  
1137 agreement is not reached within thirty (30) days from the date of the initial  
1138 bargaining session. Nothing shall prohibit the parties from continuing negotiations  
1139 before, during, and after the Fact-Finding hearing.

1140 14. EXCEPTION BY MUTUAL AGREEMENT: The contents of this Agreement shall serve to  
1141 guide contract negotiations between the signatory parties unless mutual consent is  
1142 given to deviate from its terms.

1143 IN WITNESS WHERE OF, the parties hereto have executed this amended Agreement to  
1144 be effective this 4<sup>th</sup> Day of November, 2021.

1145  
1146 FOR THE UNION:

1147  
1148  
1149 \_\_\_\_\_  
1150 ~~Andy Moldenhauer~~ Jorden VanEvery, President Local-187 Adam Davis, Vice President  
1151  
1152

1153  
1154 FOR THE CITY OF POCATELLO:

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1156  
1157 \_\_\_\_\_  
1158 Brian C. Blad, Mayor  
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1160  
1161  
1162 ATTEST:

1163  
1164  
1165 \_\_\_\_\_  
1166 Konni Kendell, City Clerk  
1167

**SCHEDULE A: BASE PAY\***

| CLASSIFICATION                      | PAY<br>GRADE | FY2022<br>BIWEEKLY | FY2023<br>BIWEEKLY | FY2024<br>BIWEEKLY |
|-------------------------------------|--------------|--------------------|--------------------|--------------------|
| Fire/EMS Support Specialist         | 15X          | \$1,762.40         | \$1,816.00         | \$1,880.00         |
| Billing and Coding Clerk            | 15X          | \$1,762.40         | \$1,816.00         | \$1,880.00         |
| Medical Billing Specialist          | 17X          | \$1,912.00         | \$1,969.60         | \$2,039.20         |
| Assistant to the Fire Chief         | 19x          | \$2,132.00         | \$2,196.00         | \$2,273.60         |
| Fire Inspector                      | 19X          | \$2,132.00         | \$2,196.00         | \$2,273.60         |
| Emergency Vehicle Technician        | 20X          | \$2,241.60         | \$2,309.60         | \$2,391.20         |
| Community Risk Reduction Specialist | 20X          | \$2,241.60         | \$2,309.60         | \$2,391.20         |
| Office Manager                      | 21X          | \$2,351.20         | \$2,422.40         | \$2,507.20         |
| Probationary Firefighter            | 14F          | \$1,684.48         | \$1,736.00         | \$1,797.60         |
| 2nd Class Firefighter               | 16F          | \$1,852.48         | \$1,908.48         | \$1,975.68         |
| 1st Class Firefighter               | 18F          | \$2,035.04         | \$2,096.64         | \$2,170.56         |
| Driver Operator                     | 20F          | \$2,236.64         | \$2,303.84         | \$2,384.48         |
| Firefighter Paramedic               | 22F          | \$2,453.92         | \$2,527.84         | \$2,616.32         |
| Captain (40-Hour)                   | 24X          | \$2,690.40         | \$2,771.20         | \$2,868.80         |
| Captain (56-Hour)                   | 24F          | \$2,690.24         | \$2,772.00         | \$2,869.44         |
| Battalion Chief (56-Hour)           | 27F          | \$3,162.88         | \$3,258.08         | \$3,372.32         |

\*Pay is effective with the first pay period of the listed fiscal year.

1170

**SCHEDULE B: LONGEVITY PAY**

| CONSECUTIVE<br>YEARS OF SERVICE | BI-WEEKLY LONGEVITY PAY<br>(1/2 OF 1% OF BI-WEEKLY INDEX) |
|---------------------------------|-----------------------------------------------------------|
| 5                               | \$ 55.14                                                  |
| 6                               | \$ 66.16                                                  |
| 7                               | \$ 77.18                                                  |
| 8                               | \$ 88.20                                                  |
| 9                               | \$ 99.23                                                  |
| 10                              | \$ 110.24                                                 |
| 11                              | \$ 121.28                                                 |
| 12                              | \$ 132.31                                                 |
| 13                              | \$ 143.34                                                 |
| 14                              | \$ 154.36                                                 |
| 15                              | \$ 165.39                                                 |
| 16                              | \$ 176.41                                                 |
| 17                              | \$ 187.44                                                 |
| 18                              | \$ 198.45                                                 |
| 19                              | \$ 209.49                                                 |
| 20                              | \$ 220.51                                                 |
| 21                              | \$ 231.54                                                 |
| 22                              | \$ 242.56                                                 |
| 23                              | \$ 253.59                                                 |
| 24                              | \$ 264.61                                                 |
| 25                              | \$ 275.64                                                 |

1171

1172 **SCHEDULE C: VACATION**

| YEARS OF SERVICE | WORKING<br>DAY PERSONNEL<br>8-HOUR DAYS OFF | WORKING<br>SHIFT PERSONNEL<br>12-HOUR DAYS/24 HOUR SHIFTS OFF |
|------------------|---------------------------------------------|---------------------------------------------------------------|
| 1 through 5      | 13                                          | 15 or 7 1/2                                                   |
| 6through 10      | 19                                          | 21 or 10 1/2                                                  |
| 11 through 15    | 23                                          | 25 or 12 1/2                                                  |
| 16 through 20    | 27                                          | 29 or 14 1/2                                                  |
| 21 through 25    | 31                                          | 33 or 16 1/2                                                  |
| 26 and over      | 35                                          | 37 or 18 1/2                                                  |

1173



1174 **SCHEDULE D: HOLIDAY PAY**

1175 HOLIDAY PAY 5.00% OF BASE PAY

1176 Pay is effective with the first pay period of the listed fiscal year.

1177 Applies only to 56-hour/week employees

| CLASSIFICATION              | PAY<br>GRADE | FY2022<br>BASE<br>BIWEEKLY | FY2022<br>BIWEEKLY<br>HOLIDAY<br>PAY | FY2023<br>BASE<br>BIWEEKLY | FY2023<br>BIWEEKLY<br>HOLIDAY<br>PAY | FY2024<br>BASE<br>BIWEEKLY | FY2024<br>BIWEEKLY<br>HOLIDAY<br>PAY |
|-----------------------------|--------------|----------------------------|--------------------------------------|----------------------------|--------------------------------------|----------------------------|--------------------------------------|
| Probationary<br>Firefighter | 14F          | \$1,684.48                 | \$84.22                              | \$1,736.00                 | \$86.80                              | \$1,797.60                 | \$ 89.88                             |
| 2nd Class<br>Firefighter    | 16F          | \$1,852.48                 | \$92.62                              | \$1,908.48                 | \$95.42                              | \$1,975.68                 | \$ 98.78                             |
| 1st Class<br>Firefighter    | 18F          | \$2,035.04                 | \$101.75                             | \$2,096.64                 | \$104.83                             | \$2,170.56                 | \$ 108.53                            |
| Driver Operator             | 20F          | \$2,236.64                 | \$111.83                             | \$2,303.84                 | \$115.19                             | \$2,384.48                 | \$ 119.22                            |
| Firefighter<br>Paramedic    | 22F          | \$2,453.92                 | \$122.70                             | \$2,527.84                 | \$126.39                             | \$2,616.32                 | \$ 130.82                            |
| Captain (56-Hour)           | 24F          | \$2,690.24                 | \$134.51                             | \$2,772.00                 | \$138.60                             | \$2,869.44                 | \$ 143.47                            |
| Battalion Chief             | 27F          | \$3,162.88                 | \$158.14                             | \$3,258.08                 | \$162.90                             | \$3,372.32                 | \$ 168.62                            |

1178

1179 **SCHEDULE E: Bargaining Unit**

1180 The bargaining unit shall include the following employees:

- 1181 1. Fire/EMS Support Specialist
- 1182 2. Billing and Coding Clerk
- 1183 3. Medical Billing Specialist
- 1184 4. Assistant to the Fire Chief
- 1185 5. Emergency Vehicle Technician
- 1186 6. Community Risk Reduction Specialist
- 1187 7. Fire Inspector (Days)
- 1188 8. Office Manager
- 1189 9. All Classes of Firefighters
- 1190 10. Driver Operators
- 1191 11. Paramedics
- 1192 12. Fire Captains (including Captain-Fire Prevention)
- 1193 13. Battalion Chiefs

1194

1195 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.

1196 All members of the Bargaining Unit are classified as Non-Exempt Employees.

1197

1198 **SCHEDULE F: PARAMEDIC PAY\***

1199 **PARAMEDIC STEP PAY**

1200

| YEARS OF<br>SERVICE AS A<br>PARAMEDIC | FY2022<br>BIWEEKLY<br>STEP PAY | FY2023<br>BIWEEKLY<br>STEP PAY | FY2024<br>BIWEEKLY<br>STEP PAY | PERCENT OF<br>BASE |
|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------|
| 2                                     | \$24.54                        | \$25.28                        | \$26.16                        | 1%                 |
| 4                                     | \$49.08                        | \$50.56                        | \$52.33                        | 2%                 |
| 5                                     | \$73.62                        | \$75.84                        | \$78.49                        | 3%                 |
| 6                                     | \$98.16                        | \$101.11                       | \$104.65                       | 4%                 |
| 7                                     | \$122.70                       | \$126.39                       | \$130.82                       | 5%                 |
| 8                                     | \$147.24                       | \$151.67                       | \$156.98                       | 6%                 |
| 9                                     | \$171.77                       | \$176.95                       | \$183.14                       | 7%                 |
| 10                                    | \$196.31                       | \$202.23                       | \$209.31                       | 8%                 |
| 11                                    | \$220.85                       | \$227.51                       | \$235.47                       | 9%                 |
| 12                                    | \$245.39                       | \$252.78                       | \$261.63                       | 10%                |
| 13                                    | \$269.93                       | \$278.06                       | \$287.80                       | 11%                |
| 14                                    | \$294.47                       | \$303.34                       | \$313.96                       | 12%                |
| 15                                    | \$319.01                       | \$328.62                       | \$340.12                       | 13%                |

1201 \*Effective First pay period of the fiscal year

1202

# ~~APPENDIX 1:~~ ~~Collective Bargaining~~ ~~Agreement~~

~~Between the~~

~~International Association of Firefighters~~  
~~Pocatello Firefighters Local #187~~



~~And the~~

~~City of Pocatello~~



~~for the fiscal years 2022-2024:~~

~~FY2022 (October 1, 2021 to September 30, 2022)~~

~~FY2023 (October 1, 2022 to September 30, 2023)~~

~~FY2024 (October 1, 2023 to September 30, 2024)~~



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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement entered into this 16<sup>th</sup> day of September 2021, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

### **ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY**

**Section A.** The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The primary function of the Fire Department is the protection of life and property, and due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in each position. It is necessary for the public benefit that the Fire Department works as an integral unit in carrying out this function and that the service not be broken up into small, individual, separate and distinct divisions which act on their own; the entire department must be able to function as a unit.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq., and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

**Section C.** It is also agreed that where there are clear differences in the wording and the text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard Operating Guidelines, Fire Civil Service Rules, and the Personnel Policy Handbook, the Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time of contracting should make every effort to point out differences so that the Firefighters' Collective Bargaining Agreement, Fire Department Standard Operating Guidelines, Fire Civil Service Rules, and the Personnel Policy Handbook are not in conflict. The provisions of the Personnel Policy Handbook will not be in effect until agreed upon by the Union.

### **ARTICLE 2 – MANAGEMENT RIGHTS CLAUSE**

1. It is understood and agreed that the City possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following: Discipline or discharge for just cause;
2. Direct the work force;
3. Determine the objective of the Fire Department;



4. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
5. Introduce new or improved methods of facilities; and
6. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency

To aid in the consistent and efficient operation of the Pocatello Fire Department, a complete Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at each station, the Chief's office, Union and Civil Service. Proposed changes to working conditions shall be agreed upon prior to implementation.

### **ARTICLE 3 – UNION RECOGNITION**

The City recognizes, after a fully conducted election held August 3, 1970, the above-named Firefighters Local Union #187 as being designated and selected by a majority of the Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The bargaining unit shall include all those employees who are in the classifications set out in Schedule E of this Agreement.

The Emergency Vehicle Technician position will remain part of the 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.

Upon release of the position from the CBA, all work on emergency vehicles shall be performed within the guidance of NFPA 1911, Chapter 4.

### **ARTICLE 4 – UNION UNIFORM MONTHLY SERVICE CHARGE**

**Section A.** The Union shall request present and future bargaining unit members to pay to the union a uniform monthly service charge. For Union members that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each bargaining unit employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from their wages/salary. Any such authorization shall remain in effect until and unless revoked by the employee by giving written notice of such revocation to the City.

**Section B.** In the event that during the term of this Agreement the provisions of Idaho Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow the imposition of a mandatory uniform monthly service charge as a condition of employment or continuation of employment, the Union and the City shall, at the Union's request, immediately meet and negotiate a replacement Article 4 requiring same.

**Section C.** The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of bargaining



unit employees upon written authorization from the employee. The City further agrees to remit these amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

## **ARTICLE 5 – UNION BUSINESS**

Time off with pay shall be granted to members in the following manner. The Union Negotiating and/or Grievance Committees while in actual negotiations (meetings shall be scheduled as equally as possible between the three platoons at the convenience of both parties) or handling of grievance problems with management. P.F.F.I. or required meetings, when meetings fall on their scheduled work shift. Two personnel per shift will be guaranteed time off for the spring and fall P.F.F.I. conventions. Requests for time off for Union business for meetings other than the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three additional Union functions; other requests will be considered as travel requests and granted following the Union Contract and minimum manning guidelines.

## **ARTICLE 6 – DISCRIMINATION**

### **Section A. Discriminatory Harassment**

It is the policy, intent and purpose of both the City and the Union that there should be no discrimination as between members with respect to compensation, terms, conditions or privileges of employment on account of race, color, ethnic or national origin; age; religion or religious creed (or belief, where applicable); sex, including pregnancy, childbirth, breastfeeding, or related medical conditions; sexual orientation; gender, or gender identity; nationality, immigration status, citizenship, or ancestry; marital status; protected military or veteran status; physical or mental disability, medical condition, genetic information or characteristics (or those of a family member); political views or activity; status as a victim of domestic violence, sexual assault.

### **Section B: Policy Acknowledgment and Complaints**

Any complaint that falls under the City of Pocatello Personnel Policy Handbook: Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA), Discriminatory Harassment, or Abusive Conduct and Bullying will require the full participation of Human Resources in regards to any and all matters of investigation or review. Human Resources will lead the investigation into any complaint subject to any of the listed categories. Additionally, HR will have full access to all data and records associated with the investigation and findings, even those housed within any Fire Department computer systems. All original investigation records that are a result of EEO, ADA or Discriminatory Harassment will be housed in Human Resources files. All discipline proceedings will be attended by the Human Resources employee involved in the investigation. In addition, all policies, or procedures, that address discrimination must be reviewed and approved by Human Resources and the Legal department, with adoption by the City Council.



Should the City desire to change any current policy or practice in order to comply with the provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda and supporting legal documentation stating the basis necessitating the change in a current practice or policy.

#### **ARTICLE 7 – NO STRIKE**

During the term of this Agreement, no firefighter shall strike or recognize a picket line of any labor organization while in the performance of their official duties. The parties agree to abide by Idaho Code Section 44-1811.

#### **ARTICLE 8 – REGULAR WORK WEEK**

It shall be the Fire Chief's prerogative to transfer any person temporarily from the Training or Fire Prevention Division sector to a fire combat status as long as it does not disrupt the regular crew of the apparatus or platoon, thus maintaining the step-up procedure.

It is further agreed that when circumstances in the opinion of the Fire Chief warrant a forty (40) hour employee may have their normal 8:00 a.m. to 5:00 p.m. work period changed through regular scheduling.

#### **Section A: Schedule**

The regular work week for each employee is one twenty four (24) hour period every other day for five (5) days, followed by four (4) consecutive twenty four (24) hour days off, consisting of 72 hours actually worked in every nine (9) day period, or a 2,912-hour work year, except for the 40-hour per week employees. FLSA requirements are in effect and the workweek for each employee is based on seventy two (72) hours actually worked in each nine (9) day period established by the City, except for the 40-hour per week employees.

The FLSA nine (9) day work period begins on the following dates for fiscal year 2016: Platoon A is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September 30, 2015.

#### **Section B: 48/96 Schedule (to be adopted)**

The criteria for the 48/96 schedule will be defined cooperatively between the two parties.

1) 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.

a. If an agreement is reached, implementation will occur no later than 30 days after ratification, but cannot be sooner than October 1, 2021.

b. If the parties fail to reach an agreement on the policy document, the 48/96 will be implemented October 1, 2022.

~~c. 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.~~

~~Employees on the 48/96 schedule will have a 24-day FLSA cycle.~~

## **ARTICLE 9 – BASE PAY**

~~**Section A.** Employees shall receive base pay in accordance with Schedule A of this Agreement. Employees advancing in rank shall not have their pay decreased. FY2022, FY2023 and FY2024 biweekly amounts are detailed in Schedule A.~~

- ~~1. For FY2022 wages were increased by two and one-half (2.5%) percent over FY2021~~
- ~~2. For FY2023 wages were increased by three (3%) percent over FY2022~~
- ~~3. For FY2024 wages were increased by three and one-half (3.5%) percent over FY2023~~

~~**Section B.** Employees not working due to a condition covered under the applicable City workers' compensation procedure and program will continue to receive their full salary.~~

~~**Section C.** Employees shall participate in mandatory direct payroll deposit. This plan shall make the employee's deposit available no later than the normal pay date. Paycheck stubs will accurately itemize and display income, insofar as there is sufficient space on the existing stub forms.~~

## **ARTICLE 10 – LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM**

~~**Section A.** Every employee who, during the budget year completes five (5) years of service, shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x \$2204.98 x years of service. The "\$2,204.98" is an index number that shall not be adjusted by for the term of this agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.~~

~~**Section B.** In addition to any longevity pay provided in Section A above, paramedics shall be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See Schedule B.)~~

~~**Section C.** Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefit amount, method of payment and program administration. Those eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated based on start of participation in the program.~~



**ARTICLE 11 – HOLIDAY PAY**

~~Any employee who is regularly assigned to work a 24-hour shift shall receive on each bi-weekly pay period the sum of five percent (5%) of their bi-weekly salary as holiday pay, as outlined on Schedule D.~~

**ARTICLE 12 – EXTRA DUTY**

~~**Section A.** Any employee may be required by the City to work beyond their normal shift which shall be defined as outlined in Article 8 of the CBA for shift employees, and as agreed upon between employee and supervisor for day personnel. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay, computed by dividing the employee's annual base salary by 2,080 hours. Overtime will also be paid at one-half (.5) times the employee's negotiated rate of pay (annual base salary divided by 2,080 hours) for hours actually worked over 68 hours in the nine (9) day work period established by the City. Firefighters on 24-hour shifts work an average of 72 hours every 9-day work period. Sick leave hours are not considered hours actually worked for payment of the (.5) "FLSA" overtime.~~

~~**Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and taken in two (2) or more hour increments as staffing allows. The employee may not combine overtime pay and compensatory time in the same pay period. When an employee is discharged, resigns, or retires, they shall receive pay in lieu of accrued comp time per the following formula:  $\text{Base pay} / 2,080 = \text{hourly rate} \times \text{number of accrued hours}$ .~~

~~**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.** The position of "Day Captain" shall receive special assignment pay equal to 9.2% of their base pay.~~

~~**Section E.** If an off-duty employee is subpoenaed for a legal proceeding related to on-duty acts, or observations, the employee will receive extra-duty compensation pursuant to Section C immediately above.~~

~~**Section F.** Any employee assigned as Captain in charge of Station Four, shall be paid an additional \$0.50 per hour special assignment pay for each hour they hold such status.~~

~~**Section G.** The compensation for the hours worked by any employee assigned to participate in third-party contract work, including but not limited to, Department of Lands, U.S. Forest Service, BLM, State of Idaho, shall be calculated on a Portal-to-Portal basis.~~



**ARTICLE 13 – WORKING OUT OF CLASSIFICATION (WOOC)**

**Section A.** ~~Qualified Firefighters, Driver/Operators, Paramedics and Captains shall become eligible for additional compensation when working above their normal classification as follows:~~

- ~~1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).~~
- ~~2. Firefighter qualified to step up to Driver/Operator and work on the ambulance, 2.24% of Driver/Operator's base pay (paid biweekly).~~
- ~~3. Driver/Operator qualified to step up to Captain, 2.94% of Captain's base pay (paid biweekly).~~
- ~~4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.~~
- ~~5. Firefighters or Driver/Operators certified to work the position of paramedic with Pocatello Fire Department shall be paid at the pay rate for the paramedic position worked.~~
- ~~6. Any firefighter who qualifies for WOOC pay will start their new, or adjusted, add pay on the first day of the pay period in which they achieve qualifications.~~

~~Any firefighters called in should work at the position of their rank, if possible. Any firefighter assigned to a lower rank shall be paid at the rate applicable to their own level. Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the Department's Step-Up certification program as agreed upon between the Fire Chief and the Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall not be placed in a position for which he/she has not qualified in the past under Article 22 of the Firefighters' Collective Bargaining Agreement, except as specified below. Such temporary assignment shall not be for a period of more than ninety (90) days without the mutual agreement to such assignment of the Union.~~

**Section B.** ~~Personnel requesting to join Hazmat Regional Response Team 6 shall do so in compliance with the most current SOG Hazmat Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in addition to their regular or overtime pay when the response is approved by the State Bureau of Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security. The \$10.00 per hour compensation clause above may be unilaterally terminated by the City upon notice by the State of Idaho that reimbursement will not be made to the City. Such termination will be effective upon the date and time of notice to the Union, but any work already performed shall be paid.~~

**Section C.** ~~Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A shall do so in compliance with the most current SOG – Rescue Technician Certification. The number of team members will be determined by the Fire Chief based on the needs as identified by the Battalion Chief over ITRT.~~



~~Section D. Personnel requested to become Aircraft Rescue and Firefighting (ARFF) certified shall do so in compliance with the most current SOG — ARFF Certification. The number of ARFF certified members will be determined by the Fire Chief based upon the needs as identified by the Battalion Chief over ARFF.~~

#### ~~ARTICLE 14 – CLOTHING ALLOWANCE~~

~~Uniform standards are established by management. Changes in uniform policy that are shown to result in costs which exceed the member's current clothing allowance shall be negotiated.~~

- ~~• Each 24-hour shift employee required to be in uniform shall receive a clothing allowance of \$29.07 per pay period.~~
- ~~• Each day shift employee required to be in uniform shall receive a clothing allowance of \$36.73 per pay period.~~

~~The foregoing clothing allowances shall be adjusted on an annual basis beginning with fiscal year 2014 by such cost of living allowances as are approved by the City and the Union.~~

~~New hires shall be reimbursed for uniforms that they purchase at the onset of their employment to include the following:~~

- ~~• 4 pairs of trousers — either station or EMS style;~~
- ~~• 1 Long Sleeve Class B uniform shirt (cost of patches included);~~
- ~~• 1 Short Sleeve Class B shirt (cost of patches included);~~
- ~~• 1 Class B badge and nameplate;~~
- ~~• 6 Class D Long or Short Sleeve shirts (cost of screen printing included);~~
- ~~• 1 Sweatshirt (cost of screen printing included);~~
- ~~• 1 Coat 5.11 Tactical Wear 3-in-1 style, or equivalent.~~

~~All protective clothing or protective devices required of any employee in the performance of their duties shall be furnished to him/her by the City. All protective clothing and safety equipment required by applicable federal or state regulations shall be paid by the City.~~

~~Any additional clothing requirements or personal equipment required by the City but purchased by the employee must be approved by the Union.~~

#### ~~ARTICLE 15 – MILEAGE ALLOWANCE~~

~~Any employee who is required to use their private automobile for Fire Department business shall be compensated at the City established rate.~~

**ARTICLE 16 – VACATIONS, BIRTHDAY HOLIDAY, KELLY DAYS**

**Section A.** Annual vacations at the regular bi-weekly rate of pay, including holiday and longevity if applicable, shall be granted to eligible employees as set forth in Schedule C of this Agreement.

The following is a list of the annual City observed holidays and for Bargaining Unit members working a forty (40) hour week:

|                              |                        |
|------------------------------|------------------------|
| _____ New Year's Day         | _____ President's Day  |
| _____ Martin Luther King Day | _____ Memorial Day     |
| _____ July 4th               | _____ Labor Day        |
| _____ Veteran's Day          | _____ Thanksgiving Day |
| _____ Day after Thanksgiving | _____ Christmas Day    |
| _____ Floating Holiday       |                        |

Employees will bid their Floating Holiday along with vacation.

**Section B.** Each employee will have an opportunity to bid on vacation according to SOG 5009: Vacation Bidding.

**Section C.** Cash payment will be made in lieu of vacation time only if an employee is discharged, resigns or retires subject to Section G below. When an employee is discharged or resigns or retires, they shall receive pay in lieu of accrued vacation per the following formula:  $\text{Base pay plus holiday pay plus longevity pay} \times 26 \text{ pay periods} = \text{annual salary} / 121 \text{ shifts per year} = \text{pay per shift} / 24 = \text{hourly pay} \times \text{number of accrued hours}.$

**Section D.** Maximum vacation accumulation at the end of any calendar year cannot exceed fifty (50) working days or twenty-five (25) shifts.

**Section E.** Each platoon will be allowed three employees on vacation at one time, except as agreed upon between the City and the Union according to SOG 5009. Approval must be obtained from the Fire Chief or Division Chief for more than three (3) employees to be on vacation from any one platoon.

**Section F: Kelly Days**

In addition to vacation days and subject to Section E above, each bargaining unit member will receive two (2) Kelly days per year to be granted on January 1 of each year beginning January 1, 2020. Kelly days will be populated in the City's payroll system on the payroll that includes processing of December 31 of the prior year.

These forty-eight (48) Kelly hours for those on a seventy-two (72) hour FLSA period or sixteen (16) Kelly hours for those who work forty (40) hours per week, if not used by the end of the calendar year, will be converted to vacation and be subject to Section D above.



~~**Section G.** Vacation, Kelly days, and compensatory time may accumulate to the maximum amount referred to in Article 16, Section D and Article 12, Section B except if an employee is unable to use vacation, Kelly days, or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation, Kelly days, or compensatory time, the vacation, Kelly days, or compensatory time will be carried over to be used the following year or will be cashed out at the established rate if the employee is unable to reschedule the same. If the employee does not return to work after this injury or illness, all accumulated vacation time will be paid at the established rate (Article 16, Section C).~~

## ~~**ARTICLE 17 – ACCUMULATION OF SICK LEAVE**~~

~~**Section A.** Sick leave will accumulate at the rate of 5.54 hours per pay period for 72-hour work period employees and 3.70 hours per pay period for 40-hour work week employees. The verification of a member's illness by a physician or other compelling evidence may be required for any illness involving more than two (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in accordance with the Family Medical Leave Act.~~

~~**Section B.** Any employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40% for all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a written notice of retirement to Human Resources no later than April 1. Such sick leave payment will be available after retirement at any time after October 1, upon written request.~~

~~Formula for Calculation of Amount:~~

~~Base pay + Longevity x 26 = annual salary.~~

~~Shift employees: Annual salary/2,912 = hourly rate~~

~~Day employees: Annual salary/2,080 = hourly rate~~

~~20% of 600/400 hours x hourly pay =~~

~~30% of 600/400 hours x hourly pay =~~

~~40% of balance x hourly pay =~~

~~Total \_\_\_\_\_ x 1.0765 =~~

~~AMOUNT DUE = \$~~

- ~~• The 1.0765 calculation will only apply to monies put into the WSCFF MERP~~
- ~~• Any change in IRS rules or regulations during the term of this agreement which mandate a change to the terms of this Article will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.~~



## ARTICLE 18 – MEDICAL COVERAGE PROGRAM

### Section A. Medical Premiums

1. ~~FY2022:~~ The City will pay up to a 6.24% increase over 2021 rates, or the actual premium, whichever is less, based on type of individual enrollments. as follows

| ENROLLMENT TYPE                 | 2021 Max   | Calculation            | FY2022 Oct-Dec Max | FY2022 Jan-Sept Max |
|---------------------------------|------------|------------------------|--------------------|---------------------|
| Employee Only                   | \$531.53   | $(531.53 * 106.24\%)$  | \$531.53           | \$564.69            |
| Employee & Spouse               | \$1,161.14 | $(1161.14 * 106.24\%)$ | \$1,161.14         | \$1,233.60          |
| Employee & 1 Child              | \$866.81   | $(866.81 * 106.24\%)$  | \$866.81           | \$920.90            |
| Employee & 2+ Children          | \$1,043.16 | $(1043.16 * 106.24\%)$ | \$1,043.16         | \$1,108.25          |
| Employee & Spouse & 1 Child     | \$1,496.44 | $(1496.44 * 106.24\%)$ | \$1,496.44         | \$1,589.82          |
| Employee & Spouse & 2+ Children | \$1,672.76 | $(1672.76 * 106.24\%)$ | \$1,672.76         | \$1,777.14          |

2. ~~FY2023:~~ The City will pay up to a 6.24% increase over 2022 city covered rates, or the actual premium, whichever is less, based on type of individual enrollments.

3. ~~FY2024:~~ The City will pay up to a 6.24% increase over 2023 city covered rates, or the actual premium, whichever is less, based on type of individual enrollments.

It is agreed that for application of any premium increase amounts indemnified by the City that such increases must be based upon identical policy benefits between the years being compared and that the bargaining unit agrees to provide documentation verifying the benefits for both policy years at the time a request is made to increase the premium payment from the previous year.

**SECTION B.** The bargaining unit will establish and administer its own HRA and the City agrees to contribute into each individual HRA account the sum of \$1,000, on a yearly basis, as part of the first payroll of each fiscal year. The contributions by the City shall be limited to each person employed by the Department and who is a participant in the health care program administered by the Union.

**SECTION C.** It is agreed that the bargaining unit will be responsible for all aspects of the administration of the alternative health, vision and HRA, or any other related or associated programs, and that the City will provide no administrative or support services of any kind or nature related to such programs. The City's sole responsibility will be the payment of the

1570 agreed upon contribution toward the applicable premium and any other sums required to be  
1571 paid under the terms of this agreement.

1572 ~~**Section D.** The City will provide "Delta Dental Low" coverage for all employees. The City will~~  
1573 ~~also pay approximately one half of the premium, if the employee elects dependent coverage~~  
1574 ~~and the employee pays the balance of the premium for this coverage. The employee may also~~  
1575 ~~elect to pay the additional premium to upgrade coverage to "Delta Dental High" at their own~~  
1576 ~~expense.~~

1577 ~~**Section E.** The Bargaining Unit agrees to provide a medical coverage program for retirees and~~  
1578 ~~their dependents as determined by the bargaining unit and that the City has no obligation to~~  
1579 ~~continue to provide access to any insurance program after September 30, 2017.~~

## 1580 **ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND EDUCATION**

### 1581 **Section A. Physical Training and Recreation**

1582 ~~The City shall issue a \$1,500.00 check to the Union during the first pay period in October for~~  
1583 ~~physical training and recreation.~~

### 1584 **Section B. Qualified Educational Assistance Reimbursement Program**

#### 1585 ~~1. Employee Eligibility~~

1586 ~~All full-time and half-time employees who have been employed with the City of Pocatello~~  
1587 ~~for twelve (12) consecutive months prior to the commencement of the course are eligible~~  
1588 ~~for the reimbursement program.~~

#### 1589 ~~2. Program Eligibility~~

1590 ~~Courses that are required for an Associate degree, a Bachelor's degree, or an advanced~~  
1591 ~~degree are eligible under this program. These courses must be offered at an institution~~  
1592 ~~accredited by a body recognized by the Council on Higher Education Accreditation. To~~  
1593 ~~participate in the tuition reimbursement program, the following requirements must be~~  
1594 ~~met:~~

- 1595 ~~• Course attendance must not disrupt normal duties and employee must remain~~  
1596 ~~at assigned station.~~
- 1597 ~~• Course attendance must be voluntary.~~
- 1598 ~~• The course must not be directly related to the employees' current position~~  
1599 ~~requirements at the City.~~

1600 ~~The Fair Labor Standards Act regulation explains that a course would not be considered~~  
1601 ~~directly related to the employee's present position if it:~~

- 1602 ~~• Teaches an employee the skills required for another position~~
- 1603 ~~• Teaches a new skill that would not improve handling of the current position; or~~



- Upgrades the employee to a higher skill but is not intended to make the employee more efficient in the present position, even if the course may incidentally improve the employee's skills needed in the present position.

### 3. Ineligible Programs

Short-term training programs, seminars, workshops, conferences, conventions, certification programs do not meet the criteria for the City of Pocatello's tuition reimbursement program.

### 4. Budget Approval Process

- e) All requests for education benefits must be submitted on the Education Assistance Reimbursement Program form, with attachment(s), to the employees Department Head no later than February 15.
- f) Once completed form has been reviewed by the employees respective Department Head, the request will be sent to Human Resources by February 25 for review of eligibility.
- g) Once funding has been approved during the budget cycle, Human Resources will notify the requesting employee and department head regarding funding availability.
- h) After the course has been completed, reimbursement will only be processed after the employee has submitted proof of a passing grade showing their grade, and a receipt of payment, and a school invoice indicating the cost of the tuition.

### 5. Funding

Requests for eligible reimbursement will be incorporated into budget presentations by department for presentation to City Council during the normal budget build cycle.

Departments will not be allotted budget dollars for Qualified Educational Assistance Reimbursement Programs unless there is a specific employee requesting the dollars. Any funds that are requested and not utilized will be available to another applicant. These funds will be tracked and payments authorized out of Human Resources.

Once funding has been approved during the budget cycle, Human Resources will notify the requesting employee and department head to the funding availability. The employee will then be able to utilize the funds with the start of the fiscal year.

### 6. Benefits

Full-time employees are eligible for a maximum of \$3,000 per fiscal year (October through September) toward the cost of tuition and required textbooks for undergraduate-level courses. Full-time employees are eligible for a maximum of \$5,000 per fiscal year (October through September) toward the cost of tuition and required textbooks for graduate-level courses. However, reimbursement cannot exceed \$5,250 per calendar year according to section 127 of the IRS tax code.

Half-time employees are eligible for a maximum of \$1,500 per fiscal year toward the cost

of tuition and required textbooks for both undergraduate and graduate level courses.

Employees may supplement education benefits provided by the City through other funding sources only if there is no personal financial gain. These sources must be disclosed.

#### 7. Application for Reimbursement

Eligible employees wishing to request education benefits must submit the Application for Education Benefits form with Department Head approval, to the Human Resources department. The Application for Education Benefits form is also required for reimbursement of textbooks if paid separately from tuition. Reimbursement will only be submitted after the employee has submitted proof after the completion of the course. Reimbursement is only available for active employees and will not be paid to people who have voluntarily or involuntarily left city service. The only exception is the case of a layoff.

#### 8. Eligible Expenses

Under the Qualified Educational Assistance Reimbursement Program, the following expenses are eligible for reimbursement:

- Tuition
- Registration
- Course Fees
- Course required books
- Required Lab fees

#### 9. Ineligible Expenses

The following expenses are not eligible for reimbursement:

- Application Fees
- Testing Fees
- Optional Books
- Supplies
- Graduation Fees
- Computer Fees
- Course challenge testing
- Extracurricular programs
- Expenses for sports, games, hobbies or non-credit courses, except when the course or activity is part of the degree program

#### 10. Reimbursement Criteria

Reimbursement is only available for active employees and will not be paid to individuals who have resigned employment or are terminated for cause during the course duration. The only exception is the case of a layoff. Likewise, employees who withdraw, do not complete the approved course, or fail to achieve the grade requirements are not entitled to reimbursement.



Employees who voluntarily terminate employment, or are terminated for cause, during enrollment in the course are not eligible for any tuition reimbursement. Employees who leave City of Pocatello service within 12 months of course completion, will repay the previous 12 months of reimbursement to the City. The employee authorizes the City to deduct the reimbursed amount from the employee's final check or the employee may submit a cashier's check for the reimbursement owed back to the Human Resources Department.

#### 11. Reimbursement Request Submission

Employee must submit their final course grade to Human Resources with 60 days of course completion. Failure to do so will result in a forfeiture of reimbursement.

- Grades of C or better, or a "Pass" in a Pass/Fail course are required for non-degree and undergraduate courses. Grades of a B or better are required for advanced degree courses. Failure to provide a final grade within 60 days of course completion, or failure to attain the required minimum grade, will result in a forfeiture of the right to submit for reimbursement. Employees must submit the following to Human Resources. Proof of the course grade from the applicable academic institution indicating that the employee received an acceptable grade.
- A copy of the school invoice indicating the cost of tuition, registration and course fees, and proof through a receipt, canceled check, or other document indicating the employee has paid the tuition, registration and course fees.
- Documentation showing required textbook(s) for course, and receipt(s) for textbook(s).

#### 12. Use of Work Time

It is expected that educational activities will not interfere with the employee's performance and the City's business needs.

### ARTICLE 20 – STAFFING POLICY

The Chief of the Department, as an administrative procedure, shall establish staffing requirements. The City agrees to maintain current bargaining unit staffing levels during the term of this contract, but if Bannock County fails to contract with the City of Pocatello for ambulance service, this contract will be open for negotiation of bargaining unit staffing levels.

A representative from the Union will have a seat in the process of hiring new Fire Department employees who are covered by this Collective Bargaining Agreement and Assistant Chiefs. Such union representative will participate in the interviews, the post-interview discussions and will have the right to express their opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make all hiring decisions.

~~In addition, a representative from the Union will have a seat in the committee appointed by the Mayor for the purpose of making recommendations to the Mayor for the selection and hiring of new Fire Chiefs.~~

## **ARTICLE 21- SHIFT CHANGE**

~~Upon approval of the Battalion Chief, any employee will have the right to exchange shifts or trade with any other employee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent himself/herself from work to attend to purely personal pursuits.~~

~~When an employee is absent from work under the exchange of shifts policy, no other employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.~~

~~When a change takes place, a standard form must be filled out per the SOG and given to the Battalion Chief twenty four (24) hours prior to trade under normal conditions, or as soon as possible in extenuating circumstances. The person who agrees to the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave or vacation policy.~~

## **ARTICLE 22 - PROMOTIONS**

### **Section A. Promotion Definition**

~~All appointments to classifications other than that of Firefighter are considered to be promotions. Each person promoted will serve on a probationary status for a period of one (1) year.~~

### **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 position 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.

Points are to be determined from the following:

- E. Written examination .....100 points (approximately)
- F. Staff interview .....50 points
- G. Assessment Lab.....475 points (approximately)
- H. 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.   |
| Battalion Chief   | Any employee in the classified Service who has twelve (12) years of classified service. |

### Section C. Eligible Register

1. Definition. An eligible register for promotions is a list of applicants who have successfully completed the promotional examination. An eligibility register will be established by Human Resources after each promotional process is complete, and total points have been determined. The eligible register shall continue to be a bona fide register until all applicants from the register have been promoted, or for two years, whichever occurs first.
2. Examinations to develop an eligibility roster shall be given in March of even numbered years, or when the eligibility roster has been exhausted if sooner. All employees who meet or will meet the eligibility requirements listed in Section B-3 for at least one year during this two-year period will be eligible for the exam. At least forty-five (45) calendar days prior to the examination, the staff will post in all fire stations a list of the source of material from which the written examinations are taken. The criteria used in assessing points in the Staff Interview will be posted prior to the interviews. The promotional exam must consist of a written examination and may be supplemented with a practical



examination at the discretion of the Fire Chief. All applicants for promotional examination must be given the examination at the same time. Only those applicants that participate in all parts of the promotional exam will be eligible for promotion.

3. The order in which applicants appear on the eligible register shall be determined by the total points attained from the written exam, staff interview, seniority points, and the assessment lab. The applicant having the highest number of points shall be first on the list. Seniority will be used to break ties with the person with more seniority being placed higher on the list. The eligible register will also list the employee's eligibility date. When a vacancy occurs, the Civil Service Commission will certify the top three (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the person with the highest amount of points (Idaho Code 50-1605) who is eligible for promotion on the date the vacancy occurred. If a person is not eligible at the time of the vacancy, they will maintain their position on the list but will be passed over for that promotion.

4. If a qualification program has been adopted by the Department and agreed to by the Union, each candidate must meet the requirements under that program. Candidates who do not meet those requirements will maintain their ranking on the list but will be passed over for promotion until they are certified and another vacancy occurs.

5. Once the eligible register is completed, all promotions will be made on the first day of the pay period in which the vacancy occurs. If a vacancy occurs and the eligible register has expired, a valid register will be developed according to Article 22 Section C. Once a valid register has been developed, the promotion and the eligibility requirements will be retroactive to the day the vacancy occurred. Each person promoted will serve on a probationary status for a period of one (1) year.

#### **Section D. Preparation of Exam**

1. In preparing questions to be used in an examination, the Human Resources staff shall consult with the head of the department or their responsible subordinates and with specially qualified persons or experts outside the Classified Service concerning the duties of a position to be filled, the qualifications to be required of the applicants thereof, the data upon which questions may be based; provided, however, he/she shall not consult with any person participating in that particular examination. Prior to the giving of an examination, all questions intended for use shall be in the exclusive possession and control of the Human Resources Office, which shall be held strictly responsible and accountable to the Commission for the secrecy thereof. If an outside testing vendor is used for the written examination, administration of the examination, including but not limited to question preparation, scoring, and inspection of examination papers will be in accordance with the testing vendor's policies and practices.

(a) Examinations shall be held in the presence of one or more duly authorized representatives of the Civil Service Commission.



~~(b) At the direction of the Examiner, time limits may be used in examinations. If time limits are used, they shall be fixed by the Examiner who shall advise the applicants at the time of assembling, and during examination give proper notice of elapsed time and time remaining.~~

~~(c) Writing paper furnished by the Examiner shall be used exclusively by the applicants. Unless otherwise specified in the announcement, pencils or other necessary instruments will be furnished by Personnel Services. Mechanical or electronic aides may be allowed at the discretion of the Commission.~~

~~(d) Books of reference or data of any kind shall not be used during any examination, unless otherwise provided for in the announcement of the examination.~~

~~(e) Written tests shall be done with pencil, indelible pencil, or ink as may be prescribed by the examiner.~~

~~(f) All papers pertaining to a given test shall be distributed at the same time.~~

~~(g) Individual explanation to applicants shall be prohibited.~~

~~(h) Communication between applicants shall be prohibited.~~

~~(i) Applicants shall not leave the examination room without permission from the duly authorized representative of the Commission.~~

~~(j) All examination papers shall be picked up upon the expiration of the time limit set, if a time limit is used.~~

~~(k) Should an applicant withdraw from an examination, he/she shall turn in all papers which he/she has received.~~

~~(l) In case of irregularity in an examination, the Examiner shall make a written report thereof to the Commission and such report shall be filed with the working papers of the examination. The Fire Chief and Union are to be notified.~~

~~(m) Unnecessary conversation between examining personnel will be prohibited.~~

~~2. **Scoring Examination.** The written portion of the examination shall be evaluated on a percentage basis, each percentage point to be worth one (1) numerical point. The percentage of correct answers shall be converted to numerical points. The written score, the staff interview points, assessment lab score, and seniority points are combined to form a total score.~~

1846 ~~3. **Inspection of Examination Papers.** Each applicant will be advised of their examination~~  
1847 ~~and rating scores. The candidate will be permitted to inspect their own written exam~~  
1848 ~~answer sheet in Human Resources under proper supervision. Written examination~~  
1849 ~~papers shall be at all times in the charge of the Human Resources Office and none of the~~  
1850 ~~papers shall be taken from Human Resources. Only the written portion of the~~  
1851 ~~examination will be available for review by the candidate. The scores derived from the~~  
1852 ~~assessment lab and Chief's interview will be discussed with each candidate in a~~  
1853 ~~post-examination interview to be conducted by the Chief within thirty (30) working days~~  
1854 ~~of the completion of the assessment lab. The purpose of this interview will be to show~~  
1855 ~~the individual their areas of strengths and weaknesses. The records of an examination~~  
1856 ~~are working papers and not public documents.~~

1857 ~~4. **Protest on Manifest Errors in Grading.** Request for review of the grading must be filed~~  
1858 ~~with the Civil Service Commission, in writing, within ten (10) calendar days of the date~~  
1859 ~~when the notice as to the standing of the applicant is sent out. No change in rating will~~  
1860 ~~be made except for a manifest error in grading. The Civil Service Commission shall have~~  
1861 ~~the power to correct any error and amend or revoke any schedule, list or other paper or~~  
1862 ~~record where it appears that an error or injustice has been done. After an eligible list~~  
1863 ~~has been so corrected, amended or revoked, notice shall be given to all persons whose~~  
1864 ~~standings upon such list may be affected by the alterations. The reasons for every such~~  
1865 ~~action shall be recorded in full in the minutes of the Civil Service Commission.~~

1866 ~~5. **Examination Papers Kept for Two Years.** Examination papers of all applicants in any~~  
1867 ~~examination shall be preserved for a period of two (2) years from the date of the~~  
1868 ~~certification of the eligible register. Such examination papers shall be disposed of at the~~  
1869 ~~discretion and by the direction of Human Resources. Any attempt on the part of an~~  
1870 ~~applicant (either by himself or through others with their knowledge) to influence or~~  
1871 ~~induce any examiner or employee thereof, to give applicant an undue advantage or to~~  
1872 ~~accord a special rating on an examination, shall be cause for the rejection of the~~  
1873 ~~applicant.~~

#### 1874 **Section E. Assessment Lab**

1875 ~~The assessment lab will be designed around the individual position to be filled. The material~~  
1876 ~~shall pertain to the actual duties and responsibilities as well as test for abilities in leadership,~~  
1877 ~~written and oral communications, problem solving, organization and planning, interpersonal~~  
1878 ~~skills and other pertinent areas. There will be no take-home written assignments; however,~~  
1879 ~~preparation for an oral presentation may be done at home using a variety of visual aide. If an~~  
1880 ~~outside testing vendor is used for the assessment lab, development, content, administration,~~  
1881 ~~and preparation will be in accordance with the testing vendor's policies and practices.~~



## Section F. Firefighter and Paramedic Requirements

Appointment to the following positions does not require an examination. Movement from probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute a promotion. There is no probationary period for 2nd and 1st class firefighters.

### CLASSIFICATION

- Firefighter 2nd Class
- Firefighter 1st Class
- Firefighter Paramedic

Appointment to positions listed above shall fall within the Fire Chief's discretion. Eligibility standards are listed below.

- Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd class firefighter upon satisfactory completion of one (1) year service as a Probationary Firefighter and satisfactory completion of probationary requirements by written approval of the Fire Chief.
- Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class firefighter upon completion of one (1) year service as 2nd Class and satisfactory completion of 2nd class requirements and receipt of written approval of the Fire Chief.
- Firefighter Paramedic: Candidates for paramedic training shall be selected by the Fire Chief. Preference shall be given, over lower classifications, to candidates who have finished their 1st class Firefighter outlines. Final appointment shall be contingent upon compliance with the State Board of Medicine requirements. Those who choose to accept the training of paramedic shall make a commitment to remain in that position for a minimum of two (2) consecutive years upon appointment to the position.
- Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector position is created, appointment to this position shall first be offered to current bargaining unit members who have attained the rank of FF 1<sup>st</sup> Class and above. If no current bargaining unit member applies for the position the Chief may fill the position at his discretion, either from the civil service list or by open applications. If there is a reduction in the number of Fire Inspector positions only those hired from the civil service list can be reassigned to a line position.

## Section G. Reduction in Rank

1. Disciplinary reduction: A member may be reduced in rank per the disciplinary procedures. When so reduced, the individual will be reduced in rank available as a result of the reduction determined by the disciplinary action.



1916 ~~2. Reduction in Work Force: A reduction in staffing due to an involuntary force reduction.~~

1917 ~~a. The last person promoted shall be returned to the rank and seniority held before~~  
1918 ~~seniority held before promotion.~~

1919 ~~b. The person so reduced in rank shall be the first to be reappointed to the higher~~  
1920 ~~position before another person below in the promotion register from which the~~  
1921 ~~promotion occurred or from a promotion register established subsequent thereto.~~

1922 **Section H. Voluntary Reduction in Rank**

1923 ~~1. A member who chooses to take a voluntary reduction, and has held the position fewer~~  
1924 ~~than 120 days, will be allowed to return to previously held rank, and future promotions~~  
1925 ~~will require participation in competitive promotion process.~~

1926 ~~2. A member who chooses to take a voluntary demotion and has held the position for 120~~  
1927 ~~days or more will be allowed to return to the highest attained rank which is currently~~  
1928 ~~vacant, or will be vacated by the voluntary demotion. Any future promotions will~~  
1929 ~~require participation in the competitive promotion process.~~

1930 ~~a. If available rank is below the highest rank attained, then the member shall be~~  
1931 ~~the first to be reappointed to the higher position before another member below~~  
1932 ~~on the promotion register from which promotion occurred from a promotion~~  
1933 ~~register established subsequent thereto.~~

1934 **Section I. Temporary Appointments**

1935 ~~Temporary appointments shall be made according to Article 20 (Working Out of Classification),~~  
1936 ~~Collective Bargaining Agreement. Temporary appointments shall be made from the next lower~~  
1937 ~~classification of the same division when possible.~~

1938 **Section J. Work Assignment**

1939 ~~1. The Union agrees that its members shall comply with their existing job descriptions.~~  
1940 ~~Where changes in the job descriptions are made, the City and the Union shall bargain~~  
1941 ~~prior to implementations.~~

1942 ~~2. Employees shall be assigned work which is consistent with recognized appropriate work~~  
1943 ~~for professional fire fighters and be provided with training which will assist them in~~  
1944 ~~completing their assignments.~~

1945 ~~3. It is recognized that during the course of an emergency there are situations that may~~  
1946 ~~arise requiring extraordinary measures. With cause, the Mayor may declare~~

~~"emergency conditions" lasting 72 hours or less, in which firefighters may be required to perform non-traditional functions.~~

#### **ARTICLE 23 – LIMITED DUTY**

~~Any employee who is temporarily incapacitated and who has a limited duty statement from their doctor may be allowed to return to work to perform any of the following duties:~~

- ~~1. Preparation of materials for inspection and training divisions.~~
- ~~2. Light duty equipment and station maintenance.~~
- ~~3. Fire prevention work.~~
- ~~4. Limited Duty assignments should generally be within the expertise and scope of the individual's current or past positions, but may include basic clerical work or any other work beneficial to the organization's operation.~~

#### **ARTICLE 24 – LAYOFF AND RECALL**

~~Layoff is defined as any involuntary separation from employment not involving delinquency, misconduct or inefficiency. Whenever for lack of work, funds, change in organizational structure, or other compelling reason it becomes necessary to reduce the number of employees within the Fire and/or Ambulance Service, the following regulations shall apply:~~

- ~~1. The person last hired shall be laid off first.~~
- ~~2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of said layoff, giving the names of those laid off, the date of appointment and the reason for the reduction in force.~~
- ~~3. The names of those so laid off shall be entered on an appropriate recall register in inverse order of their layoff.~~
- ~~4. When it is desired to again increase the number of officers or employees, the Civil Service Commission shall certify all those laid off in the order their names appear on the recall register. A person so certified, who declines, or who after 10 business days' notice has failed to accept recall, shall be considered permanently separated from the Fire and/or Ambulance Service.~~
- ~~5. Recalls herein are subject to such medical examination and other conditions consistent with these rules, as the Civil Service Commission deems necessary. Temporary medical disabilities (broken bone, short term illness) shall not result in loss of recall rights.~~
- ~~6. In the event a previously promoted officer or employee returns to duty, or the number of officers or employees holding that rank is reduced, the last officer or employee promoted shall be returned to the rank he held before. The officer or employee demoted shall be the first reinstated to the higher classification, before anyone else on the current eligible register.~~



- 1982 ~~7. Officers or employees who are laid off prior to completion of their probationary period~~  
1983 ~~must, upon recall, complete the remainder of the probationary period.~~  
1984 ~~8. Should it be necessary to reduce the number of manned apparatus, it may also be~~  
1985 ~~necessary to reduce the number of positions in ranks within the Fire Department to be~~  
1986 ~~consistent with the numbers of remaining employees.~~

1987 **ARTICLE 25 – PREVAILING RIGHTS**

1988 ~~All rights and privileges held by the employee at the present time, which are not included in this~~  
1989 ~~Agreement, shall remain in force.~~

1990 **ARTICLE 26 – SETTLEMENT OF DISPUTE & DISCIPLINE**

1991 ~~For the purpose of this Agreement, dispute is defined as a circumstance involving the~~  
1992 ~~interpretation of the terms of this Agreement. It is agreed that Supervisors have the right to~~  
1993 ~~discipline members for just cause. Members subjected to discipline resulting in suspension~~  
1994 ~~without pay, demotion, dismissal or loss of benefits may invoke the disciplinary review~~  
1995 ~~procedures provided in the Civil Service rules as outlined in SOG 5019; however, such member~~  
1996 ~~will then be precluded from grieving the proposed discipline as outlined in the Collective~~  
1997 ~~Bargaining Agreement. In the event the member does not invoke the procedures of the Civil~~  
1998 ~~Service Commission as outlined in SOG 5019, such member may invoke the grievance~~  
1999 ~~procedures of this Collective Bargaining Agreement.~~

2000 **Section A.** ~~Labor disputes or differences arising between the City and the Union and the~~  
2001 ~~employee, including differences or disputes as to the meaning, application or operation of any~~  
2002 ~~provision of this Agreement shall be settled in the manner herein provided. For the purposes of~~  
2003 ~~this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed~~  
2004 ~~between the parties that the Standard Operating Guidelines of the Fire Department and the~~  
2005 ~~Civil Service Rules are subject to the grievance procedure set forth herein.~~

2006 **Section B.** ~~Any employee who has a grievance concerning interpretation of this Agreement~~  
2007 ~~shall notify in writing the shop steward within thirty (30) calendar days from the date of the~~  
2008 ~~grievance. The shop steward will either resolve the grievance or notify the Union Grievance~~  
2009 ~~Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the~~  
2010 ~~grievance, and they shall determine if a grievance exists. If in their opinion no grievance exists,~~  
2011 ~~no further action is necessary.~~

2012 **Section C.** ~~If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in~~  
2013 ~~writing, within 20 business days (defined as Monday through Friday and excluding City~~  
2014 ~~observed holidays). If the Union and the Fire Chief fail to reach an agreement within 20~~  
2015 ~~business days, they shall notify the Mayor in writing. The Chief may call upon staff officers at~~  
2016 ~~any time in the course of their efforts to reach an agreement.~~



~~**Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within 20 business days. If the parties fail to reach an agreement within 20 business days, it shall be handled in accordance with the provisions of Section E.~~

~~**Section E.** In the event the grievance is not resolved within 20 business days after being referred to the Mayor, the issue may be submitted to arbitration in accordance with the following procedures:~~

- ~~1. The party demanding arbitration shall file their demand and copy the opposing party within 40 business days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the 40 business days period shall be deemed a waiver of the right of such party to demand arbitration of the issue in dispute.~~
- ~~2. The party requesting arbitration will request from the American Arbitration Association a panel of five (5) arbitrators who are members of the National Academy of Arbitrators. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.~~
- ~~3. Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with number 2 above. No more than two panels may be so rejected.~~
- ~~4. A flip of the coin will determine the right to strike the first two names from the five (5) person panel. The other party will then have the right to strike an additional two (2) names. The fifth remaining person will then be the arbitrator. This selection process must be accomplished within five (5) days of receipt of the panel from the A.A.A.~~
- ~~5. The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining to Section A, of this Article.~~
- ~~6. The Union and City shall share the expenses of the Arbitrator.~~

~~**Section F.** Where a complaint alleges discrimination based on race, creed, color, religion, sex or physical handicap, the City's Affirmative Action complaint procedure will be utilized. In matters dealing with sexual harassment, the Sexual Harassment Complaint Procedure will be used.~~

## ~~**ARTICLE 27 – SUBSEQUENT CONTRACTS**~~

~~**Section A.** Not later than June 1st of the year this Agreement expires the Union President shall advise the Mayor, in writing, of the Union's intent to negotiate, and supply a roster of the bargaining unit's negotiating team. The Mayor, or designee, shall acknowledge receipt of the union proposals within ten (10) business days' notice and shall provide to the Union President, in writing, a roster of the negotiating team representing the City.~~

~~**Section B.** Submission of issues to Fact Finding Commission. In the event the bargaining agent and the corporate authorities are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to a Fact Finding Commission pursuant to the procedures outlined I.C. 44-1801 et seq.~~



## ARTICLE 28 – HEALTH AND SAFETY

Recognizing the inherent dangers in firefighting, medical and rescue operations, the City and Union agree to cooperate in providing a reasonable and prudent level of safety for employees in the Fire Department.

Section A. In order to achieve this goal, a joint Safety and Health Committee shall be formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom shall serve without compensation. The duties of this committee shall be as follows:

1. To meet as needed to review and discuss the safety reports received from each company officer.
2. To correct, or make recommendations to the Fire Chief for the correction of, hazardous conditions or unsafe work methods which come to the attention of the Committee.
3. To prepare written minutes of all committee meetings for review and adoption at the next meeting.
4. To review reports of accidents, deaths, and injuries reported to worker's compensation and to make recommendations, including a date of implementation, to modify rules and/or procedures in order to avoid similar incidents in the future. Provided, however, that the Committee shall have access to confidential medical information in the possession of the City only upon written authority by the employee involved.
5. To gather information from authoritative medical sources regarding a standardized medical protocol for emergency care and treatment of injured firefighters. The Committee's recommendations will be presented to the Fire Chief who will in turn present these recommendations to appropriate officials at the health care facilities.

Section B. The City shall furnish and maintain all safety equipment such as respiratory apparatus, gloves, helmets, protective clothing and eye goggles.

1. The Captains are responsible for conducting an inspection at least once each quarter year of the safety equipment assigned to personnel under their supervision. In addition, the Committee may also conduct such inspections. When any article needs replacement or repair, the Captain shall forward a written request, with a recommendation date for correction if appropriate, to the Battalion Chief, with a copy to the Committee.
2. Repairs of breathing apparatus will be performed only by persons who have been properly trained by the manufacturer.

~~**Section C.** Firefighter Health and Safety Training. The City will provide an ongoing safety program as described below.~~

- ~~1. An annual training schedule will be posted by the Training Division listing subjects to be covered. Safety matters listed on this schedule will be mandatory; however, the company officer is advised to cover any other items that he feels appropriate. The Committee may also recommend additional subjects which it feels should be scheduled for training.~~
- ~~2. Each company officer will conduct a safety meeting with his assigned crew for at least one hour each month.~~
- ~~3. A training record shall be maintained for each employee, listing dates and subjects covered.~~
- ~~4. Any employee who fails to observe safety rules, regulations, or procedures shall be subject to disciplinary action.~~
- ~~5. The company officer will forward any recommendations on matters, which he is unable to correct to the Committee.~~
- ~~6. Any recommended items or procedures, which are costly or unusual, shall be sent to the Fire Chief for consideration.~~

~~**Section D.** Procedures for Recommendations: The Fire Chief may implement, modify, or reject any recommendation provided for in this Article. Should the Fire Chief reject or modify a recommendation, a written decision and explanation shall be provided to the Committee. The Committee may appeal in writing any rejection or modification to the Mayor within five (5) business days' notice from the date of the decision. The Mayor shall give a written decision on the matter to the Committee, with a copy to the Fire Chief, within ten (10) business days' notice of receipt of the appeal. If the Committee disagrees with the decision of the Mayor, it may meet with the Mayor in order to discuss referring the matter to arbitration. In the event both parties mutually agree to refer the matter to arbitration, they must agree, in writing, as to whether the arbitration will be binding or non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.~~

~~**Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief, Billing and Coding Clerk, Medical Billing Specialist, and the Fire/EMS Support Specialist will participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established through mutual agreement between the City and the Union. No employee will be disciplined or discharged for failure to meet standards, which may be established within the program. The City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to \$20,000.00 per year.~~



~~**Section F. Medical Evaluation.** The City will provide those employees who serve in a line capacity with a medical evaluation that balances current medical knowledge and the current edition of NFPA 1582, as recommended by the Department's physician. The physician shall be selected by the Department's Fitness/Wellness Committee.~~

~~**Section G. Fit For Duty.** There are two components that determine an employee's fitness for duty and both must be met in order for the employee to serve in a line capacity which exposes them to an Immediately Dangerous to Life and Health (IDLH) environment.~~

~~1. Medical Certification — Fire Department Physician will provide medical certification and return to work authority. Medical conditions that are being treated by a specialist require a unified return to work decision between the Department's Physician and the specialist.~~

~~2. Physical Agility Test — 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.~~

~~**Section H. Enhanced Employee Assistance Program (EAP)**~~

~~All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs 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 if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be on the employees own time or by utilization of sick leave per Article 17. In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment. All other personnel will be participants in the standard EAP program offered by the City. All employees' dependents will have access to standard EAP.~~

~~**ARTICLE 29 — RESIDENCY REQUIREMENT**~~

~~Fire Department employees, regardless of when hired, may live anywhere, inside or outside of the City limits.~~



2158 **ARTICLE 30 – IAFF-FC DEFERRED COMPENSATION PLAN**

2159 ~~Section A.~~ The City agrees to administer the International Association of Firefighters Financial  
2160 Corporation (IAFF-FC) deferred compensation program for Fire Department members. The  
2161 Union agrees to cover any direct fees associated with this program.

2162 **ARTICLE 31 – POST-EMPLOYMENT HEALTH PLAN**

2163 ~~Section A.~~ The City shall make a monthly pre-tax contribution of \$75.00 per employee to the  
2164 Washington State Council of Firefighters Medical Expense Reimbursement Fund (MERP) for  
2165 each bargaining unit member and for each member who is promoted out of the bargaining unit.  
2166 This trust shall remain separate and apart from any City Retiree health insurance funding  
2167 program.

2168 ~~Section B.~~ Upon retirement the City agrees to pay a final pre-tax contribution into the  
2169 Washington State Council of Firefighters' Employee Benefit Trust (MERP) of 100% of the  
2170 employee's accumulated sick leave buy out using the formula set forth in Article 17 Section C.

2171 ~~Section C.~~ Any change in IRS law rules or regulations during the term of this Agreement which  
2172 mandate a change to the terms of this Article affecting this plan will act as an opener for this  
2173 Article only for the sole purpose of developing language to comply with all applicable IRS rules  
2174 and regulations.

2175 **ARTICLE 32 – SOCIAL SECURITY REPLACEMENT**

2176 Since bargaining unit members are not covered under the Social Security system, the following  
2177 provisions will be in place:

2178 The City of Pocatello shall, in lieu of paying Social Security employer contributions, pay up to  
2179 6.2% of wages that would have been subject to Social Security taxes into the following account;  
2180 PERSI choice 401k plan. Provided the employee provides a match according to the schedule  
2181 below, the employee will designate their desired match, expressed as a percentage of wages in  
2182 whole percentage points up to 6%. The designated match is set at the rate indicated by  
2183 individuals during insurance open enrollment in 2018. Individuals may elect to change their  
2184 percentage during the insurance benefit annual enrollment and it shall be effective for the  
2185 following fiscal year. The Parties agree that changes to PERSI Choice 401K contribution/  
2186 election can only be made for qualified life-changing events within thirty (30) days which  
2187 include: change in marital status, a change in the number of eligible children, change in benefits  
2188 eligibility, or a change in a family member's benefits eligibility because of a change in his or her  
2189 eligibility or coverage under another employer's plan and proof of such a change must be  
2190 available upon Human Resources request. For those members who participate in the  
2191 replacement program the City shall provide an additional 0.2% of wages that would have been  
2192 subject to Social Security taxes for said employee to be placed into the employees PERSI choice  
2193 401K plan for the first 1% contribution; the schedule is as follows.



| Member Contribution | City Match |
|---------------------|------------|
| 0%                  | 0%         |
| 1%                  | 1.2%       |
| 2%                  | 2.2%       |
| 3%                  | 3.2%       |
| 4%                  | 4.2%       |
| 5%                  | 5.2%       |
| 6%                  | 6.2%       |

~~Parties believe that placement of the refund and matching amounts in the PERSI 401k plan allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI base plan payments, worker's compensation or other taxes and payments. Parties agree to work together to make the payments in a manner which maximizes the benefit for members and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be avoided, the City of Pocatello shall not be responsible for additional taxes or payments in excess of what is received in any refund or what was previously being paid as the employer's share of social security. Such additional taxes or payments will be assessed to the member recipient.~~

### **ARTICLE 33 – REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

~~1. Employer and Union agree to implement the following alcohol and drug testing program. The parties agree that the primary purpose of this policy is to prevent on-the-job impairment stemming from substance abuse. The parties also agree that when a worker is presumed to be impaired due to substance abuse that the supervisor has an obligation to remove the employee from his position immediately. The supervisor will call "Out of Service" and contact the Battalion Chief immediately, who after verifying the suspicion, will contact the Pocatello Police Department Shift Commander and ask that an officer that is trained in recognition of drug and alcohol identification be sent to evaluate the suspected employee. If the Police Officer believes that said employee may be under the influence, the employee shall submit to a breath analysis, urinalysis, and/or blood.~~

~~If the employee is found to be under the influence, they may be disciplined and will submit to assistance through the EAP program.~~

- ~~2. The Employer shall not utilize any form of random testing unless specifically required by federal law. When random testing is required, the Employer shall only administer random testing to those workers specifically subject to random testing as required by federal law (narrowly defined). No other bargaining unit workers shall be subjected to random testing of any form and under any circumstances.~~
- ~~3. Any matters related to this alcohol and drug testing policy shall be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.~~



## ARTICLE 34 – SAVING CLAUSE

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE 35 – TERMS OF AGREEMENT

This Agreement shall be effective on the 1st day of October 2021, and shall remain in full force and effect until midnight on the 30th day of September 2024. In addition to the right to reopen any specific terms of this Agreement as set out in the terms of this Agreement, the parties agree to the following additional opener:

1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement to pursue a merger/consolidation/joint service agreement during the term of this contract, Local 187 and the City of Pocatello agree to an automatic contract open or to negotiate the impact of the agreement. Both parties agree that within thirty (30) days of a tentative agreement between the two cities to meet and negotiate in good faith.

## ARTICLE 36 – PROCEDURAL AGREEMENT

1. ~~PURPOSE:~~ The parties hereby acknowledge and agree that the purpose of negotiations is the development of a labor agreement which recognizes the duties, rights and obligations, as well as the capabilities and needs of the respective parties with respect to the relationship between them as employer and employee. Each party agrees to bargain in good faith keeping in mind the resulting consequences of the bargaining process and recognizing the restrictions and duties imposed on the Parties by federal and Idaho statutes, rules and regulations.
2. ~~LOCATION OF NEGOTIATIONS:~~ Negotiations shall be conducted in the Municipal Building unless otherwise agreed. Should either party require that negotiations be moved to a neutral site outside the Municipal Building, concurrence by the other side shall be required and the cost of use of the alternate negotiating site shall be borne equally by both parties.
3. ~~TIME OF NEGOTIATIONS:~~ The dates and times of up to ten (10) initial sessions shall be submitted by the Chairman of the Management team to the Chairman of the Union team at the time the Management roster is submitted. The two chairmen shall work out any problems with the proposed schedule. More than ten (10) sessions may be held if necessary and are to be set by mutual agreement of the chairman of each bargaining team.
4. ~~COMPENSATION:~~ Members of the negotiating teams (both for the City and for the Union) shall participate in the mutually scheduled negotiating sessions without loss of pay or benefits due to any such participation. On duty personnel shall receive their



usual compensation. Off-duty personnel will receive no compensation for negotiating sessions.

- ~~5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be determined each year with members listed in writing at the time of the first notification of either party to the other of a desire to negotiate a new contract; the party being notified shall have ten (10) days in which to submit a list of its bargaining committee members.~~
- ~~6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open meeting and all materials presented shall be considered public records.~~
- ~~7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of negotiations shall be allowed. Both parties shall be given copies of any tape recordings made. The dissemination of any minutes, notes, or recordings shall conform to paragraph 8 below.~~
- ~~8. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining, and the meeting location chosen shall provide adequate accommodation for private caucuses for the negotiating teams.~~
- ~~9. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the framework of the prospective contract throughout the negotiating process. Although issues tentatively agreed to may at any time be reopened for further negotiation, the parties agree that such issues shall not be reopened for the purpose, and in the context of, bargaining and negotiation on other subsequent issues. Tentative agreements shall be recorded by a negotiator for each party initialing the contract language tentatively agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively agreed upon until an agreement has been reached on all matters and issues between the parties and the contract has been duly executed as provided in Paragraph No. 10.~~
- ~~10. AUTHORITY: Each party's negotiating team has authority to reach a tentative agreement, but for any agreement to be executed and binding, it must be approved by the City Council and ratified by the membership of the Union.~~
- ~~11. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will make new contract demands and offer proposals on new bargaining subjects or issues for consideration in contract negotiations before or during the third negotiating session except by mutual agreement and unless limited by the contract. In the absence of any mutual agreement to the contrary, no new issues may be presented by either party after termination of the third negotiating session.~~
- ~~12. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by the negotiating teams, each negotiating team agrees to make a good faith effort to obtain ratification of the tentative agreement by the party it represents.~~
- ~~13. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will comply with Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an agreement is not reached within thirty (30) days from the date of the initial bargaining session. Nothing shall prohibit the parties from continuing negotiations before, during, and after the Fact-Finding hearing.~~

2304 ~~14. EXCEPTION BY MUTUAL AGREEMENT: The contents of this Agreement shall serve to~~  
2305 ~~guide contract negotiations between the signatory parties unless mutual consent is~~  
2306 ~~given to deviate from its terms.~~

2307 ~~IN WITNESS WHERE OF, the parties hereto have executed this Agreement to be effective~~  
2308 ~~the first pay period of FY2022, this 16<sup>th</sup> day of September, 2021.~~

2309  
2310 ~~FOR THE UNION:~~  
2311  
2312

2313 ~~Signature on file Signature on file~~  
2314 ~~Andy Moldenhauer, President Local 187 Adam Davis, Vice President~~  
2315  
2316  
2317

2318 ~~FOR THE CITY OF POCA TELLO:~~  
2319  
2320

2321 ~~Signature on file~~  
2322 ~~Brian C. Blad, Mayor~~  
2323  
2324

2325  
2326 ~~ATTEST:~~  
2327  
2328

2329 ~~Signature on file~~  
2330 ~~Konni Kendell, City Clerk~~  
2331

A signed copy of the  
official document is  
available through a  
public records request  
with the City Clerk



**SCHEDULE A: BASE PAY\***

| <b>CLASSIFICATION</b>               | <b>PAY<br/>GRADE</b> | <b>FY2022<br/>BIWEEKLY</b> | <b>FY2023<br/>BIWEEKLY</b> | <b>FY2024<br/>BIWEEKLY</b> |
|-------------------------------------|----------------------|----------------------------|----------------------------|----------------------------|
| Fire/EMS Support Specialist         | 15X                  | \$1,762.40                 | \$1,816.00                 | \$1,880.00                 |
| Billing and Coding Clerk            | 15X                  | \$1,762.40                 | \$1,816.00                 | \$1,880.00                 |
| Medical Billing Specialist          | 17X                  | \$1,912.00                 | \$1,969.60                 | \$2,039.20                 |
| Assistant to the Fire Chief         | 19x                  | \$2,132.00                 | \$2,196.00                 | \$2,273.60                 |
| Fire Inspector                      | 19X                  | \$2,132.00                 | \$2,196.00                 | \$2,273.60                 |
| Emergency Vehicle Technician        | 20X                  | \$2,241.60                 | \$2,309.60                 | \$2,391.20                 |
| Community Risk Reduction Specialist | 20X                  | \$2,241.60                 | \$2,309.60                 | \$2,391.20                 |
| Office Manager                      | 21X                  | \$2,351.20                 | \$2,422.40                 | \$2,507.20                 |
| Probationary Firefighter            | 14F                  | \$1,684.48                 | \$1,736.00                 | \$1,797.60                 |
| 2nd Class Firefighter               | 16F                  | \$1,852.48                 | \$1,908.48                 | \$1,975.68                 |
| 1st Class Firefighter               | 18F                  | \$2,035.04                 | \$2,096.64                 | \$2,170.56                 |
| Driver Operator                     | 20F                  | \$2,236.64                 | \$2,303.84                 | \$2,384.48                 |
| Firefighter Paramedic               | 22F                  | \$2,453.92                 | \$2,527.84                 | \$2,616.32                 |
| Captain (40-Hour)                   | 24X                  | \$2,690.40                 | \$2,771.20                 | \$2,868.80                 |
| Captain (56-Hour)                   | 24F                  | \$2,690.24                 | \$2,772.00                 | \$2,869.44                 |
| Battalion Chief (56-Hour)           | 27F                  | \$3,162.88                 | \$3,258.08                 | \$3,372.32                 |

\*Pay is effective with the first pay period of the listed fiscal year.

2334

**SCHEDULE B: LONGEVITY PAY**

| <b>CONSECUTIVE<br/>YEARS OF SERVICE</b> | <b>BI-WEEKLY LONGEVITY PAY<br/>(<del>1/2 OF 1% OF BI-WEEKLY INDEX</del>)</b> |
|-----------------------------------------|------------------------------------------------------------------------------|
| 5                                       | <del>\$ 55.14</del>                                                          |
| 6                                       | <del>\$ 66.16</del>                                                          |
| 7                                       | <del>\$ 77.18</del>                                                          |
| 8                                       | <del>\$ 88.20</del>                                                          |
| 9                                       | <del>\$ 99.23</del>                                                          |
| 10                                      | <del>\$ 110.24</del>                                                         |
| 11                                      | <del>\$ 121.28</del>                                                         |
| 12                                      | <del>\$ 132.31</del>                                                         |
| 13                                      | <del>\$ 143.34</del>                                                         |
| 14                                      | <del>\$ 154.36</del>                                                         |
| 15                                      | <del>\$ 165.39</del>                                                         |
| 16                                      | <del>\$ 176.41</del>                                                         |
| 17                                      | <del>\$ 187.44</del>                                                         |
| 18                                      | <del>\$ 198.45</del>                                                         |
| 19                                      | <del>\$ 209.49</del>                                                         |
| 20                                      | <del>\$ 220.51</del>                                                         |
| 21                                      | <del>\$ 231.54</del>                                                         |
| 22                                      | <del>\$ 242.56</del>                                                         |
| 23                                      | <del>\$ 253.59</del>                                                         |
| 24                                      | <del>\$ 264.61</del>                                                         |
| 25                                      | <del>\$ 275.64</del>                                                         |

2335

2336

**SCHEDULE C: VACATION**

| <b>YEARS OF SERVICE</b> | <b>WORKING<br/>40 HOUR WEEK<br/>8 HOUR DAYS OFF</b> | <b>WORKING<br/>72 HOUR WORK PERIOD<br/>12 HOUR DAYS/24 HOUR SHIFTS OFF</b> |
|-------------------------|-----------------------------------------------------|----------------------------------------------------------------------------|
| 1 through 5             | 13                                                  | 15 or 7 1/2                                                                |
| 6 through 10            | 19                                                  | 21 or 10 1/2                                                               |
| 11 through 15           | 23                                                  | 25 or 12 1/2                                                               |
| 16 through 20           | 27                                                  | 29 or 14 1/2                                                               |
| 21 through 25           | 31                                                  | 33 or 16 1/2                                                               |
| 26 and over             | 35                                                  | 37 or 18 1/2                                                               |

2337



2338 **SCHEDULE D: HOLIDAY PAY**

2339 ~~HOLIDAY PAY 5.00% OF BASE PAY~~

2340 ~~Pay is effective with the first pay period of the listed fiscal year.~~

2341 ~~Applies only to 56-hour/week employees~~

| CLASSIFICATION              | PAY<br>GRADE | FY2022<br>BASE<br>BIWEEKLY | FY2022<br>BIWEEKLY<br>HOLIDAY<br>PAY | FY2023<br>BASE<br>BIWEEKLY | FY2023<br>BIWEEKLY<br>HOLIDAY<br>PAY | FY2024<br>BASE<br>BIWEEKLY | FY2024<br>BIWEEKLY<br>HOLIDAY<br>PAY |
|-----------------------------|--------------|----------------------------|--------------------------------------|----------------------------|--------------------------------------|----------------------------|--------------------------------------|
| Probationary<br>Firefighter | 14F          | \$1,684.48                 | \$84.22                              | \$1,736.00                 | \$86.80                              | \$1,797.60                 | \$ 89.88                             |
| 2nd-Class<br>Firefighter    | 16F          | \$1,852.48                 | \$92.62                              | \$1,908.48                 | \$95.42                              | \$1,975.68                 | \$ 98.78                             |
| 1st-Class<br>Firefighter    | 18F          | \$2,035.04                 | \$101.75                             | \$2,096.64                 | \$104.83                             | \$2,170.56                 | \$ 108.53                            |
| Driver Operator             | 20F          | \$2,236.64                 | \$111.83                             | \$2,303.84                 | \$115.19                             | \$2,384.48                 | \$ 119.22                            |
| Firefighter<br>Paramedic    | 22F          | \$2,453.92                 | \$122.70                             | \$2,527.84                 | \$126.39                             | \$2,616.32                 | \$ 130.82                            |
| Captain (56-Hour)           | 24F          | \$2,690.24                 | \$134.51                             | \$2,772.00                 | \$138.60                             | \$2,869.44                 | \$ 143.47                            |
| Battalion Chief             | 27F          | \$3,162.88                 | \$158.14                             | \$3,258.08                 | \$162.90                             | \$3,372.32                 | \$ 168.62                            |

2342

2343 **SCHEDULE E: Bargaining Unit**

2344 ~~The bargaining unit shall include the following employees:~~

- 2345 ~~14. Fire/EMS Support Specialist~~
- 2346 ~~15. Billing and Coding Clerk~~
- 2347 ~~16. Medical Billing Specialist~~
- 2348 ~~17. Assistant to the Fire Chief~~
- 2349 ~~18. Emergency Vehicle Technician~~
- 2350 ~~19. Community Risk Reduction Specialist~~
- 2351 ~~20. Fire Inspector (Days)~~
- 2352 ~~21. Office Manager~~
- 2353 ~~22. All Classes of Firefighters~~
- 2354 ~~23. Driver Operators~~
- 2355 ~~24. Paramedics~~
- 2356 ~~25. Fire Captains (including Captain Fire Prevention)~~
- 2357 ~~26. Battalion Chiefs~~

2358

2359 ~~Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.~~

2360 ~~All members of the Bargaining Unit are classified as Non-Exempt Employees.~~

**SCHEDULE F: PARAMEDIC PAY\***

**PARAMEDIC STEP PAY**

| <b>YEARS OF<br/>SERVICE AS A<br/>PARAMEDIC</b> | <b>FY2022<br/>BIWEEKLY<br/>STEP PAY</b> | <b>FY2023<br/>BIWEEKLY<br/>STEP PAY</b> | <b>FY2024<br/>BIWEEKLY<br/>STEP PAY</b> | <b>PERCENT OF<br/>BASE</b> |
|------------------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|----------------------------|
| 2                                              | \$24.54                                 | \$25.28                                 | \$26.16                                 | 1%                         |
| 4                                              | \$49.08                                 | \$50.56                                 | \$52.33                                 | 2%                         |
| 5                                              | \$73.62                                 | \$75.84                                 | \$78.49                                 | 3%                         |
| 6                                              | \$98.16                                 | \$101.11                                | \$104.65                                | 4%                         |
| 7                                              | \$122.70                                | \$126.39                                | \$130.82                                | 5%                         |
| 8                                              | \$147.24                                | \$151.67                                | \$156.98                                | 6%                         |
| 9                                              | \$171.77                                | \$176.95                                | \$183.14                                | 7%                         |
| 10                                             | \$196.31                                | \$202.23                                | \$209.31                                | 8%                         |
| 11                                             | \$220.85                                | \$227.51                                | \$235.47                                | 9%                         |
| 12                                             | \$245.39                                | \$252.78                                | \$261.63                                | 10%                        |
| 13                                             | \$269.93                                | \$278.06                                | \$287.80                                | 11%                        |
| 14                                             | \$294.47                                | \$303.34                                | \$313.96                                | 12%                        |
| 15                                             | \$319.01                                | \$328.62                                | \$340.12                                | 13%                        |

\*Effective First pay period of the fiscal year



**ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY**

**Section C. Application of Controlling Documents**

It is also agreed that where there are clear differences in the wording and the text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard Operating Guidelines, **and** Fire Civil Service Rules, ~~and the Personnel Policy Handbook~~, the Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time of contracting should make every effort to point out differences so that the Firefighters' Collective Bargaining Agreement, Fire Department Standard Operating Guidelines, **and** Fire Civil Service Rules, ~~and the Personnel Policy Handbook~~ are not in conflict.

**Section D. Application of the City of Pocatello Personnel Policy Handbook**

~~The provisions of the Personnel Policy Handbook will not be in effect until agreed upon by the Union.~~ Effective with the CBA starting in FY2025 all rights, privileges, and policies included in the City of Pocatello Personnel Policy Handbook, unless included in the CBA starting in FY2025, are not applicable to members of the Fire Union.

From FY2024 and prior, all items in from the City of Pocatello Personnel Policy Handbook that were applicable are now part of the FY2025 CBA. With the exception of:

- IT Policies and Procedures,
- Media Relations and Social Media
- Employment Records

These three sections' most recent adoption by City Council are applicable to all members of the Union. Any updates will be approved by council and notice of policy change will be issued to all Union members. Changes to these three sections approved after the date of this agreement will be in effect.

Items added to the City of Pocatello Personnel Policy Handbook after November 3, 2023 are not applicable to Union members unless negotiated into the CBA at the next full contract opening.

Written: HB 4/09/2024

Presented: \_\_\_\_\_

NOTES

- ~~removed language~~
- replacement language

Printed Date: 5/9/2024

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5/10/2024

Fire Negotiations FY2025  
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New Sections

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

**NEW SECTION: ORGAN AND BONE MARROW DONATION LEAVE**

*Employees are not required to take sick leave when donating an organ or bone marrow. A full-time shall be granted a paid leave of absence for the time specified for the following purposes:*

**Section A. Bone Marrow Donor**

*Up to 40 hours to serve as a bone marrow donor if the employee provides the appointing authority written verification that the employee is to serve as a bone marrow donor.*

**Section B. Organ Donation**

*Up to 240 hours to serve as a human organ donor if the employee provides the appointing authority written verification that the employee is to serve as a human organ donor.*

*An employee who is granted a leave of absence pursuant to the provisions of this section shall receive their compensation without interruption during the leave of absence.*

*For purposes of determining longevity, performance, pay advancement, and performance awards and for receipt of any benefit that may be affected by a leave of absence, the service of the employee shall be considered uninterrupted by the leave of absence.*

**NEW SECTION: LACTATION BREAKS**

*The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.*

*The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy or the Pregnant Works Act (PWA).*

*Employees should advise Fire Management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.*

**DEATH BENEFIT FOR UNUSED SICK LEAVE AND VACATION**

*If death occurs while the employee is still in the City service, the beneficiary listed on the employee's insurance enrollment paperwork*

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5/10/2024

Fire Negotiations FY2025  
City Proposal #3  
New Sections

*will receive this benefit. The amount paid for unused sick leave is calculated using the same formula for retirees.*

**NEW SECTION: BEREAVEMENT LEAVE**

*Benefit eligible employees are eligible for bereavement leave for members of their family as defined below. A spouse's parent, sibling, grandparent, niece, nephew, aunt, and uncle are also applicable to this policy. Employees may request additional time from their department using their own leave accruals.*

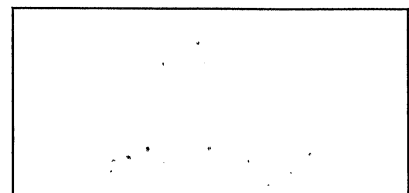
| <b>IMMEDIATE FAMILY MEMBER</b>                       | <b>HOURS</b>           |
|------------------------------------------------------|------------------------|
| Spouse                                               | 120 intermittent hours |
| Domestic Partner covered on City Medical Plan        | 120 intermittent hours |
| Child: biological, adopted, step, foster, legal ward | 80 consecutive hours   |
| Parent/Step Parent                                   | 40 consecutive hours   |
| Sibling/Step Sibling                                 | 40 consecutive hours   |
| Grandparent/Great Grandparent                        | 24 consecutive hours   |
| Grandchild: biological, adopted, foster, step        | 24 consecutive hours   |
| Great Grandchild: biological, adopted, foster, step  | 24 consecutive hours   |
| Incle/Aunt                                           | 24 consecutive hours   |
| Nephew/Niece                                         | 24 consecutive hours   |

*Beginning date of leave must be within 2 weeks of date of knowledge of death. Exceptions require approval from the Mayor's office and must be submitted on the most current HR form. Intermittent leave for the loss of a spouse or domestic partner covered on the City sponsored medical plan will be available for use for 6 months from the beginning date of the leave.*

*Documentation of the death of the family member may be required upon request, within 30 days of the first day of the leave. If proof of documentation is not submitted the employee's used bereavement leave time will be applied to their sick leave accruals, then vacation accruals if necessary. Examples of acceptable documentation include "a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency."*

**NEW SECTION: FUNERAL PARTICIPATION**

*An employee may use comp time, vacation, floating holiday to serve as a pallbearer, musician, or speaker for a funeral for a relationship not listed in the immediate family list for Bereavement Leave.*





**NEW SECTION: At Fault Accident Involving City Vehicles**

- A. *Employees are expected to drive all vehicles in a safe manner, but "at fault" accidents do occur. (Risk)*
- 1) Upon the first accident, within a twelve (12) month period, if an employee is deemed to be "at fault", the employee's supervisor will provide a coaching to discuss the incident and ways the accident could have been avoided.*
  - 2) If an employee is involved in a second "at fault" accident within a twelve-month period, the employee will be assigned required training, which may include training in a simulator. Training topics and simulator time shall be determined by the Assistant Fire Chief and the Risk Manager.*
  - 3) If an employee is involved in a third or any subsequent "at fault" accident within a twenty-four (24) month period, an employee may subject to formal discipline up to and including termination.*

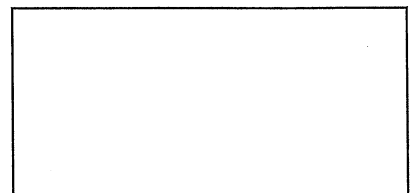
**NEW SECTION: EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

*The City of Pocatello is an Equal Opportunity Employer that does not discriminate on the basis race, color, religion, gender, sexual orientation, gender identity, national origin, age, physical or mental disability, veteran's status or other classes protected by law and to base all employment decisions solely on merit, qualification, and competence. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.*

*All directors, managers, supervisors, and employees of the City are expected to conduct themselves in support of the spirit of this policy and to ensure our work environment is free from intimidation and illegal harassment. Hiring, promotions, salary adjustments, on-the-job training, and other decisions affecting terms and conditions of employment depend solely on merit, qualifications, and competence.*

*Any employee, or applicant for employment, who believes that they have not been accorded treatment conforming to the policy of equal employment opportunity should contact the City of Pocatello Human Resources department.*

*Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Director or City Attorney. City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels they have been subjected to any such retaliation, they should bring it to the attention of the Human Resources Director or City Attorney. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.*



**NEW SECTION: RELIGIOUS ACCOMMODATION**

*The City of Pocatello will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the City's operations. An employee whose religious beliefs or practices conflict with their job, work schedule, or with the City of Pocatello's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to their immediate supervisor or Human Resources. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.*

**NEW SECTION: RETIREMENT GIFT**

*When a benefit eligible employee who qualifies for retirement benefits through the Idaho Public Employees Retirement System (PERSI) retires from City employment a lump sum payment is given on their last check as a thanks for their years of service. An employee is ineligible for another retirement gift if they return to work for the City of Pocatello after a retirement.*

| <b>Years of Service</b> | <b>Amount</b> |
|-------------------------|---------------|
| 30 years                | \$525         |
| 20-29 years             | \$375         |
| 10-19 years             | \$262.50      |
| 5-9 years               | \$187.50      |

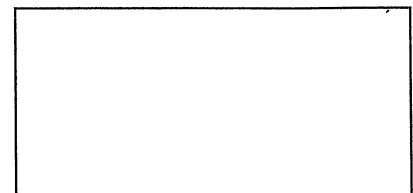
**NEW SECTION: DISABILITY**

*When an employee can no longer perform the essential functions of the job with or without reasonable accommodation or if continuance on the job is a danger to self or others and all protected leave have been exhausted or paid out, the following actions may be taken.*

*The Fire Chief, with approval of Human Resources, will direct the employee to be examined by a physician designated by the City. The City will pay the costs of the examination. If, in the opinion of the examining physician, the employee can no longer perform the essential functions of the job with or without reasonable accommodation or without being a danger to self or others, the department head, subject to the approval of the Human Resources Department, shall attempt to place the employee in another position where they can perform the essential functions of the job with or without reasonable accommodation or without being a danger to self or others, at a salary commensurate with the position.*

*If that cannot be accomplished successfully due to budget limitations or staffing requirements or a needed accommodation cannot be made, the department head shall take steps to separate the employee from City employment through retirement or layoff.*

*The City shall have no further obligation to employ any employee who declines to serve the City in an available position and for the salary offered. The employee's refusal to return to work in a position for which they are qualified under this section shall constitute a resignation. The personnel records of such an employee will reflect that they resigned their employment with the City.*



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City Proposal #3  
New Sections

**NEW SECTION: BACKGROUND CHECKS**

*All offers of employment at City of Pocatello are contingent upon clear results of a background check to be performed by an agency chosen by the City of Pocatello. Background checks will be conducted on all final candidates and on all employees who are promoted or changing positions with the City.*

**Section A. Background checks for those returning to City employment**

*Employees who return to work for the City of Pocatello after a termination will undergo background check if their return date is more than 12 months from their date of previous background check.*

**Item. 1 Minors turning 18**

*Employees who turn 18 in between hiring windows will undergo a background check regardless of time away. This is due to the fact the parents of minors must sign for a background check for their dependent, when an employee turns 18 it would be best practice to have a check authorized by them on file.*

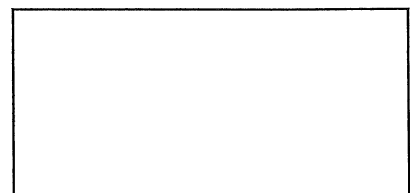
**Item 2. Background checks for interdepartmental shifts**

*Background checks for moves between departments are unnecessary .*

**Section B. Background checks may include:**

- *Social Security Verification: validates the applicant's Social Security number, date of birth and former addresses.*
- *Prior Employment Verification: confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.*
- *Educational Verification: confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.*
- *Criminal History: includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:*
  - *The nature of the crime and its relationship to the position.*
  - *The time since the conviction.*
  - *The number (if more than one) of convictions.*
  - *Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the City, its employees or its customers and vendors.*

**Section C. Additional Background Search Criteria:**





Fire Negotiations FY2025  
City Proposal #3  
New Sections

*The following additional background searches will be required if applicable to the position:*

- *Motor Vehicle Records: provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.*

*Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form and an external employment screening service will conduct the checks. A designated HR representative will review all results.*

*The HR representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the City Attorney or their designee will assess the potential risks and liabilities related to the job's requirements and make a recommendation to the hiring manager as to whether the individual should be hired.*

*Background check information will be included in the employee's personnel file.*

**NEW SECTION: WORKER'S COMPENSATION**

*Workers compensation insurance provides medical treatment and wage replacement for eligible employees who become injured or ill because of circumstances arising out of and in the course of their work.*

**Reporting an On-the-job Injury**

*All on-the-job injuries, even if not medically attended, must be immediately reported to the employee's supervisor. Reporting a claim to a co-worker is not considered reporting the claim to the employer.*

*Failure to report an on-the-job injury and/or to follow the procedure outlined in this section may result in disciplinary action.*

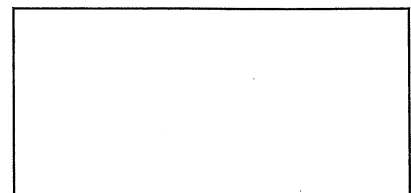
*Upon notification of the injury, the supervisor is responsible for the on-line submission of the First Report of Injury.*

**Section A. Claims Management**

*A claims examiner will correspond with the employee in writing. If additional information is needed, the claims examiner may contact the employee, supervisor, and witnesses to take recorded statements. Employees are expected to fully cooperate with the requests of the claim's examiner. Failure to cooperate may result in denial of the claim.*

**Section B. Medical Treatment**

*If medical treatment for an on-the-job injury or illness is necessary, the employee must receive initial treatment from a provider designated by the City. Provider information is posted on the City's Intranet and in each department. In the case of an*



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City Proposal #3

New Sections

*extreme emergency, the employee should be treated by a hospital emergency room. If an ambulance is needed, call 911.*

*The employee is expected to follow through with the instructions given by the treating physician. Failure to cooperate may result in denial of benefits. If continued medical attention is needed after the initial treatment of the injury and the employee wishes to change physicians, a referral may be given from the treating physician or by contacting the claims examiner, upon request.*

*The employee is required to provide the supervisor with the following documentation:*

- *a copy of a physician treatment report after each appointment*
- *a written medical update and prognosis from the treating physician, upon request from the supervisor or Human Resources*
- *a written release to return to work after medical treatment*

*All medical documentation received by the supervisor will be forwarded to Risk Management for retention.*

Section C. Light Duty Restrictions

*If the employee is limited by the injury and unable to perform all job duties, the employee is responsible for seeking permission from the physician to work light duty. The employee's supervisor and department head will determine if light duty work is available based on the restrictions designated by the physician on the treatment report.*

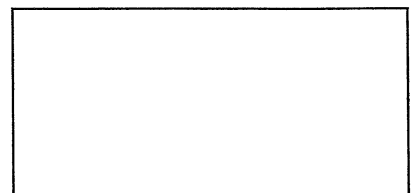
*Temporary reassignment may be given in another department and may include a change in the employee's regular duties. Refusal to accept available light duty work may be cause to discontinue workers' compensation benefits and will be subject to disciplinary action from the City.*

Section D. Time Loss Income Benefits

*In order to receive income benefits, the time lost from work (disability) must be authorized by the treating physician. Income benefits are payable if the employee is disabled from work more than five (5) calendar days. Benefits are payable from the sixth (6) day after disability unless the employee is hospitalized overnight or disability exceeds fourteen (14) days. Under these conditions, benefits are payable from the date of disability.*

*An employee will continue to receive full salary and benefits with time loss recorded by the City's third-party provider.*

*If an employee is absent from work due to an on-the-job injury for more than three (3) consecutive days or on an intermittent basis, they will be placed on leave in accordance to the Family and Medical Leave Act (FMLA). FMLA leave runs concurrent with leave due to the*



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*on-the-job injury or illness. Refer to the Family and Medical Leave Act policy.*

Section E. Denial of a Claim

*In the event a medically attended claim is denied, it is the responsibility of the employee to pay the medical charges for the treatment received. The employee may contact the medical provider to request that the charges be billed through the employee's personal insurance policy.*

*If the claim is denied, any payment for time loss will be deducted from available accruals. If accruals have been exhausted, reimbursement to the City is required.*

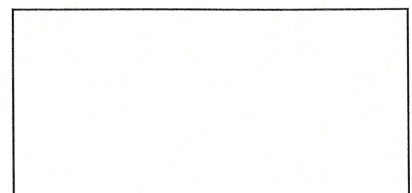
*If it is determined that the employee intentionally filed a false claim, the employee will be subject to disciplinary action.*

Written: HB 4/09/2024

Presented: \_\_\_\_\_

NOTES

- ~~removed language~~
- replacement language





Fire Negotiations FY2025  
City Proposal #04  
Article 32: Social Security Replacement

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

**ARTICLE 32 - SOCIAL SECURITY REPLACEMENT**

~~Since~~ **For** Bargaining unit members **who** are not covered under the Social Security system, the following provisions will be in place:

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. **The employee will pay a** ~~provides a~~ 6.0% match ~~according to the schedule below, the employee will designate their desired match, expressed as a percentage of wages in whole percentage points up to 6%. The designated match is set at the rate indicated by individuals during insurance open enrollment in 2018. Individuals may elect to change their percentage 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 only be made for qualified life-changing events within thirty (30) days which include: change in marital status, a change in the number of eligible children, change in benefits eligibility, or a change in a family member's benefits eligibility because of a change in his or her eligibility or coverage under another employer's plan and proof of such a change must be available upon Human Resources request. For those members who participate in the replacement program the City shall provide an additional~~ 0.2% of wages that would have been subject to Social Security taxes for said employee to be placed into the employees PERSI choice 401K plan for the first 1% contribution; the schedule is as follows:

| <u>Member Contribution</u> | <u>City Match</u> |
|----------------------------|-------------------|
| <u>0%</u>                  | <u>0%</u>         |
| <u>1%</u>                  | <u>1.2%</u>       |
| <u>2%</u>                  | <u>2.2%</u>       |
| <u>3%</u>                  | <u>3.2%</u>       |
| <u>4%</u>                  | <u>4.2%</u>       |
| <u>5%</u>                  | <u>5.2%</u>       |
| <u>6%</u>                  | <u>6.2%</u>       |

Employees are eligible to contribute additional money to their PERSI Choice account, but cannot drop below a 6% enrollment for the match. Those individual elections can be changed at any time and do not require a qualifying event.

Parties believe that placement of the refund and matching amounts in the PERSI 401k plan allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI base plan payments, worker's compensation or other taxes and payments. Parties agree to work together to make the payments in a manner which maximizes the benefit for members and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be avoided, the City of Pocatello shall not be responsible for additional taxes or payments in excess of what is received in any refund or what was previously being paid as the employer's share of social security. Such additional taxes or payments will be assessed to the member recipient.

Written: HB 3/5/2024

Presented: \_\_\_\_\_

**NOTES**

~~removed language~~ **replacement language**

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5/10/2024

Fire Negotiations FY2025  
City Proposal #5  
Article 9  
Section C: Direct Deposit and Access to Pay Stubs

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

ARTICLE 9 – BASE PAY

**Section C. Direct Deposit and Access to Pay Stubs**

Employees shall participate in mandatory direct payroll deposit. *First pay checks, and any checks that occur after a direct deposit account change, may result in paper check or a pre-paid card due to the pre-note process utilized to accurately check bank account validity.* This plan shall make the employee's deposit available no later than the normal pay date. ~~Paycheck stubs will accurately itemize and display income, insofar as there is sufficient space on the existing stub forms.~~ *Pay Check stubs will be based on the City's financial system standard. Options to receive a pay stub may include an email or access to a secure employee portal.*

Written: HB 3/8/2024

Presented: \_\_\_\_\_

NOTES

- Clarity on direct deposit process for new hires and account changes
- Pay check stub delivery

~~removed language~~ *replacement language*

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5/10/2024



Fire Negotiations FY2025  
City Proposal #06  
**ARTICLE 28 - HEALTH AND SAFETY**

**Section H. Enhanced Employee Assistance Program (EAP)**

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

**Article 28. Section H. ~~Enhanced~~ Employee Assistance Program (EAP)**

**Section A: Enhanced Coverage**

All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs 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 if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be on the employees own time or by utilization of sick leave per Article 17.

In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment.

**Section B: Standard Coverage**

All other personnel will be participants in the standard EAP program offered by the City. All employees' dependents will have access to standard EAP.

**Section C: Participation in EAP**

*The City recognizes that most personal problems can be successfully treated provided they are identified and a referral is made for the appropriate type of care. An employee's work performance can be affected by their own personal problems or the problems of an employee's partner and other dependents. Early assistance is strongly recommended.*

*The City fully funds the EAP program for employees. Participation in EAP does not jeopardize job security or career opportunities. Likewise, participation does not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies, including the City's discipline policies and regulations.*

**Section D: Time off for Appointments**

*For the purpose of EAP counseling, employees are eligible to use sick leave in accordance with applicable City policies and regulations.*

**Section E: Self-Referral**

*The voluntary decision to request diagnosis and accept treatment for any problem is the personal responsibility of the individual. Employees with*

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5/10/2024



Fire Negotiations FY2025  
City Proposal #06  
ARTICLE 28 - HEALTH AND SAFETY

Section H. Enhanced Employee Assistance Program (EAP)

problems for which the EAP can provide guidance or assistance are encouraged to voluntarily seek information, referral and related services, on a confidential basis, by contacting the employee assistance program provider.

Section F: Supervisory Referral / Formal Referral

This required HR and Legal approval. Supervisors should encourage employees to utilize the employee assistance program benefit and may require an employee to seek EAP assistance. In some cases, a referral is required by a City policy or regulation, including but not limited to, the Drug Free Workplace regulation. Records pertaining to clients using the EAP will be maintained by the EAP contractor with the strictest confidentiality in accordance with the highest medical, legal, and ethical standards. Records will not be released to the City without the written approval of the client or as allowed by law.

Section G: Effectiveness of EAP

Assertions regarding the effectiveness of EAP services shall not constitute either an excuse for substandard performance or a defense to disciplinary action if an employee's job performance is substandard.

Written: HB 4/3/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

Notes In an effort to increase employee to access information on EAP privately we are looking to add language to the CBA so employees know the basics of the benefit. This does not change the scope of the benefit.

Fire Negotiations FY2025  
City Proposal #07  
Consolidate part of Article 19 and Article 28

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

ARTICLE 19 - ~~PHYSICAL TRAINING, RECREATION, AND EDUCATION~~ **QUALIFIED**  
**EDUCATIONAL ASSISTANCE REIMBURSEMENT PROGRAM**

~~Section A. Physical Training and Recreation~~

~~The City shall issue a \$1,500.00 check to the Union during the first pay period in October for physical training and recreation.~~

~~Section B. Qualified Educational Assistance Reimbursement Program~~

1. Employee Eligibility

All full-time and half-time employees who have been employed with the City of Pocatello for twelve (12) consecutive months prior to the commencement of the course are eligible for the reimbursement program.

2. Program Eligibility

Courses that are required for an Associate degree, a Bachelor's degree, or an advanced degree are eligible under this program. These courses must be offered at an institution accredited by a body recognized by the Council on Higher Education Accreditation. To participate in the tuition reimbursement program, the following requirements must be met...

ARTICLE 28 - HEALTH AND SAFETY

**Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief, Billing and Coding Clerk, Medical Billing Specialist, and the Fire/EMS Support Specialist will participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established through mutual agreement between the City and the Union. No employee will be disciplined or discharged for failure to meet standards, which may be established within the program. The City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to **\$22,000.00** ~~\$20,000.00~~ per year.

Written: HB 3/5/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ **replacement language**

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5/10/2024



Fire Negotiations FY2025  
City Proposal #8  
Article 10 – Longevity Pay and Bilingual Incentive Program

TA Date: \_\_\_\_\_  
TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

**NEW ARTICLE 10 – LONGEVITY PAY AND - BILINGUAL INCENTIVE PROGRAM**

~~Section A. Every employee who, during the budget year completes five (5) years of service, shall receive longevity pay. The following formula will be used to calculate longevity pay:  $.005 \times \$2204.98 \times \text{years of service}$ . The "\$2,204.98" is an index number that shall not be adjusted by for the term of this agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.~~

~~Section B. In addition to any longevity pay provided in Section A above, paramedics shall be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See Schedule B.)~~

~~Section C. Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefit amount, method of payment and program administration. Those eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated based on start of participation in the program.~~

The City of Pocatello Bilingual Incentive Pay program is designed to encourage the availability of bilingual personnel when necessary to enhance customer service for Pocatello citizens.

**Section A: Program Eligibility**

Full time City employees who work in a position that serves the public and have a reasonable likelihood of regular interaction with customers who speak a language other than English may be considered for participation.

**Section B: Responsibilities of Participation**

1. It is the responsibility of the employee participating in the program to be available, when required, to use their bilingual skill.
2. The participating employee may be required to use their skill in another department or City location.
3. The employee may be required to be available for call-out situations during non-working hours when the circumstances warrant.
4. The employee may be required to work during periods of City-wide emergency response.
5. The employee is expected to maintain acceptable performance standards and remain proficient in the bilingual skill. Proficiency is demonstrated through successful completion of a competency exam every five years, beginning in fiscal year 2011.

**Section C: Selection of Employees for Participation**

It is at the discretion of the Fire Chief based on the business needs of the department to recommend an employee for participation in the bilingual pay incentive program. Written justification for the need for the bilingual skill in any one department must be submitted to the Human Resources Director for consideration. The justification must include a demonstrated public need that requires regular use of the bilingual skill.

**D. Employee Benefit Payment Method and Amount**

Employee will be paid a per pay check amount based on their level of proficiency as defined in the table. These levels are subject to change based on the testing vendor classifications; adoptions to level descriptions can be made administratively by the Human Resources Director and Mayor. Any such changes will be communication via memo to the Union.

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5/10/2024



Fire Negotiations FY2025  
City Proposal #8  
Article 10 – Longevity Pay and Bilingual Incentive Program

| Level | Oral Assessment Performance Level General Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Per Check Amount | Annual Amount |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------|
| 3     | The candidate has no ability to interpret from one language to another.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | no payment       | no payment    |
| 4     | The candidate can interpret some isolated words and simple expressions. Speech is slow and accuracy is inconsistent.                                                                                                                                                                                                                                                                                                                                                                                                           | no payment       | no payment    |
| 5     | The candidate can interpret some phrases and simple sentences using subjects and verbs in the present tense. Vocabulary in the second language is limited. Speech is slow and accuracy is inconsistent.                                                                                                                                                                                                                                                                                                                        | no payment       | no payment    |
| 6     | The candidate is unable to interpret general discourse. While the candidate may be familiar with the subject matter for interpretation, pauses and hesitations affect the fluidity and understanding of the interpretation.                                                                                                                                                                                                                                                                                                    | no payment       | no payment    |
| 7     | The candidate can sometimes interpret short exchanges centering on routine and repetitive subject matter (for example, dates and time), but cannot interpret general discourse. The candidate controls most simple tenses, but cannot use advanced tenses. The candidate experiences difficulty reproducing the content accurately.                                                                                                                                                                                            | no payment       | no payment    |
| 8     | The candidate can interpret social and general conversation with a moderate degree of accuracy. The candidate controls all simple tenses, but avoids advanced tenses, causing some misunderstanding and affecting the accuracy of the interpretation. The candidate experiences some difficulty with normal rates of speech and may summarize content, thus compromising the integrity of the interpretation.                                                                                                                  | \$25.00          | \$650.00      |
| 9     | The candidate can interpret general and subject-specific conversations in most social and work-related settings. The candidate will experience some difficulty with topics that are advanced or too specialized, but is capable of conveying some nuanced language, as well as idioms and slang. Speech may be slower than that of a native speaker. The candidate will not always use advanced grammatical structures effectively and may cause misunderstandings based on the lack of ability to clearly convey the message. | \$40.00          | \$1,040.00    |
| 10    | The candidate can successfully interpret conversations on a broad range of subject matter, including some specialized subject matter, at a normal rate of speech and with a high degree of accuracy. They may experience difficulty with slang or advanced grammatical structures, but can convey the meaning of the discourse accurately. Errors in grammar may occur, but do not affect the meaning of the message.                                                                                                          | \$55.00          | \$1,430.00    |
| 11    | The candidate can interpret general and complex speech including idioms and slang with a high degree of accuracy. The candidate can interpret for a wide range of subject matter, including unfamiliar subject matter if some context is provided. Speech is fluid. Errors are rare and do not affect the meaning of the discourse.                                                                                                                                                                                            | \$70.00          | \$1,820.00    |
| 12    | The candidate can interpret all forms and styles of speech with a near-native degree of fluency in both languages. Speech is fluid. Errors are extremely rare and do not affect the meaning of the discourse.                                                                                                                                                                                                                                                                                                                  | \$85.00          | \$2,210.00    |
| 12+   | The candidate can interpret all forms of speech with a native degree of fluency in both languages. They speak with no errors, or quickly self-corrects any errors made. Interpretation is conducted at the highest professional standards possible.                                                                                                                                                                                                                                                                            | \$100.00         | \$2,600.00    |

Written: HB 3/5/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

Printed Date: 5/6/2024

Page 2 of 2



Fire Negotiations FY2025  
City Proposal #9  
Article 22: Promotions

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

ARTICLE 22 - PROMOTIONS

Section A. Promotion Definition

All appointments to classifications other than that of Firefighter are considered to be promotions. Each person promoted will serve on an **introductory**/probationary status for a period of one (1) year.

An introductory/probationary period for a promotion will be extended if the promoted employee is unable to complete the functions of the position as defined in the job description. Situations that may result in an extension of the period may include, light duty assignments, an FMLA or ADA leave, shift trades in excess of 4 consecutive 24-hour shifts, etc. The length of the extension will be equal to the hours the employee was unable to complete the functions of the position.

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
    - fifteen (15) **Captain**/Company Officers
    - one (1) Captain in Fire Prevention.
      - With regard to the position 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. Employees interested in undertaking the promotion process will submit an application via the City applicant tracking system utilized for the Fire Department. In addition to the application and resume, other materials may be collected through the system or hardcopy. Such submission requirements will be defined with the notice of promotional testing.

Written: HB 5/2/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ **replacement language**

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5/10/2024

Printed Date: 5/6/2024

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Fire Negotiations FY2025  
City Proposal #10  
Article 6 – Discrimination

IA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

**ARTICLE 6 – ~~DISCRIMINATION~~ HARASSMENT, BULLYING, WORKPLACE VIOLENCE, ADA & IDAHO  
WHISTLEBLOWER PROTECTIONS**

**~~Section A: Discriminatory Harassment~~**

~~It is the policy, intent and purpose of both the City and the Union that there should be no discrimination as between members with respect to compensation, terms, conditions or privileges of employment on account of race, color, ethnic or national origin; age; religion or religious creed (or belief, where applicable); sex, including pregnancy, childbirth, breastfeeding, or related medical conditions; sexual orientation; gender, or gender identity; nationality, immigration status, citizenship, or ancestry; marital status; protected military or veteran status; physical or mental disability, medical condition, genetic information or characteristics (or those of a family member); political views or activity; status as a victim of domestic violence, sexual assault.~~

**~~Section B: Policy Acknowledgment and Complaints~~**

~~Any complaint that falls under the City of Pocatello Personnel Policy Handbook: Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA), Discriminatory Harassment, or Abusive Conduct and Bullying will require the full participation of Human Resources in regards to any and all matters of investigation or review. Human Resources will lead the investigation into any complaint subject to any of the listed categories. Additionally, HR will have full access to all data and records associated with the investigation and findings, even those housed within any Fire Department computer systems. All original investigation records that are a result of EEO, ADA or Discriminatory Harassment will be housed in Human Resources files. All discipline proceedings will be attended by the Human Resources employee involved in the investigation. In addition, all policies, or procedures, that address discrimination must be reviewed and approved by Human Resources and the Legal department, with adoption by the City Council.~~

**Section A. Discriminatory Harassment**

**1. Policy Statement**

At the City of Pocatello, we believe it is essential to provide all employees with a respectful and safe working environment. As a result, we don't tolerate harassment or any mistreatment of employees in the workplace or work-related situations, including unlawful harassment on the basis of the following protected categories:

- race, color, ethnic or national origin;
- age;
- religion or religious creed (or belief, where applicable);
- sex, including pregnancy, childbirth, breastfeeding, or related medical conditions;
- sexual orientation;
- gender, or gender identity, or gender expression;
- nationality, immigration status, citizenship, or ancestry;
- marital status;
- family status;
- protected military or veteran status;
- physical or mental disability, medical condition, genetic information or characteristics (or those of a family member);
- political views or activity;

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Fire Negotiations FY2025

City Proposal #10

Article 6 – Discrimination

- status as a victim of domestic violence, sexual assault, or stalking; or
- any other basis prohibited under federal, state, or local law.

Harassment under this Harassment Policy (Policy) may include conduct that creates a disrespectful, intimidating, hostile, degrading, humiliating, or offensive environment for an employee. Engaging in such conduct is a violation of this Policy.

Because the intent of this Policy is to deter conduct that is unwanted, unreasonable, and demeaning, the City of Pocatello may consider an employee's conduct to be in violation of this Policy even if it falls short of unlawful harassment under applicable law. When determining whether conduct violates this Policy, we consider whether a reasonable person could conclude that the conduct created an intimidating, hostile, degrading, or demeaning environment.

"I was joking" or "I didn't mean it that way" are not defenses to allegations of harassment. Nor is being under the influence of alcohol or other substances. This Policy applies to conduct at work and at work-related social events, office parties, off-sites, and citizen entertainment events. Employees are expected to be particularly careful about what they say and do in these circumstances and are held accountable for their actions/behaviors.

This policy is secondary to the Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1963, Age Discrimination in Employment Act (ADEA) of 1967, Rehabilitation Act of 1973, and the Civil Rights Act of 1991.

2. Definitions

Harassment includes, but is not limited to, the following behaviors:

A. Verbal Harassment

Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, physical or mental disability, veteran's status or other bases protected by law whether made in general, directed to an individual, or directed to a group of people regardless of whether the behavior is intended to harass. This includes, but is not limited to, inappropriate sexually-oriented comments including dress or physical features, sexual rumors, code words, and race-oriented stories, as well as jokes of a sexual or discriminatory nature or "kidding" which is oriented towards a prohibited form of harassment.

B. Physical Harassment

Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy, or movement when directed at an individual on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, physical or mental disability, veteran's status or other classes protected by law. This includes pinching, patting, grabbing, inappropriate behavior, or making explicit or implied threats or promises in return for submission to physical acts.

C. Visual Forms of Harassment

Derogatory, prejudicial, stereotypical, or otherwise offensive posters, photographs, cartoons, e-mails, notes, bulletins, drawings, or pictures on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin,



age, physical or mental disability, veteran's status or other classes protected by law. This applies to posted material, material maintained in or on City of Pocatello equipment, and material in or on personal property in the workplace.

#### Section B. Abusive Conduct / Bullying

The City of Pocatello does not tolerate abusive conduct, bullying, or other intimidating or aggressive behavior among employees, whether or not it is based on a protected category. "Abusive conduct" means the intentional conduct in the workplace of an employer or employee, unrelated to an employer's legitimate business interests, that a reasonable person would find hostile or offensive. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; bullying; or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless it is especially severe and egregious.

Victims of abusive conduct may be targets or observers of the offensive conduct. It is irrelevant whether or not the offender intended his/her conduct to be abusive.

##### 1. Examples of Abusive Conduct / Bullying

Abusive conduct can take many forms. The examples listed below may constitute abusive conduct, but these examples are not exhaustive.

###### A. Verbal Abuse

Slandering, ridiculing, gossiping, or maligning someone to others; persistent name calling which is hurtful, insulting, or embarrassing; yelling, screaming, or cursing; chronic teasing, belittlement, bullying, or frequent criticism that undermines the victim's ability to perform his/her job.

###### B. Nonverbal and Visual Abuse

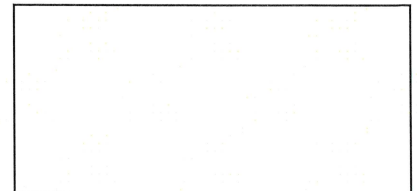
Threatening gestures, actions, or glances; shunning, excluding, or disregarding a person; offensive depictions of another through a visual medium such as a drawing or doctored photograph; mimicking another in an offensive manner; objects or clothing that contain offensive language or other depictions.

###### C. Physical Abuse

Pushing, shoving, punching, kicking, poking, tripping, bullying, or purposely impeding another's path; battering or threatening physical harm; damaging another's work area or property.

###### D. Cyber Abuse

Tormenting, threatening, harassing, embarrassing, cyber-bullying, or otherwise targeting another using social media, email, instant messaging, text messaging, or any other type of digital technology.





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**E. Workplace Interference**

*Sabotaging another's work; deliberately tampering with a person's work area or property; assigning menial tasks outside of a person's normal job duties.*

**Section C. Sexual Harassment**

*It is City of Pocatello's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the City. It is to ensure that at the City all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.*

*There are basically two types of sexual harassment:*

**1. Quid pro quo harassment**

*Employment decisions such as raises, promotions, better working hours, job retention, etc., are directly linked to compliance with sexual advances/unlawful sexual harassment is quid pro quo harassment.*

**2. Hostile work environment**

*A hostile work environment can be created by anyone in the work environment, whether they are supervisors, other employees, or the public. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Cartoons or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category. A prohibited hostile work environment does not exist simply because a supervisor is rude, belittles the employee, or requires work that the employee does not want to do. A prohibited hostile work environment is only present when it is based on the above factors.*

*Any act which is sexual in nature and is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment. Sexual harassment includes promises of promotion, pay raise, job retention, or other employment action in exchange for sexual activity. Additional examples of sexual harassment include, but are not limited to, unwanted sexual advances, repeated sexual jokes, repeated advances or propositions, verbal abuse of a sexual nature, comments or gestures of a sexual nature, and the display in the workplace of sexually suggestive objects or pictures. Sexual harassment can happen regardless of the individuals' gender or gender identity and can, for example, occur between same-sex individuals as well as between opposite-sex individuals, and does not require that the harassing conduct be motivated by sexual desire.*

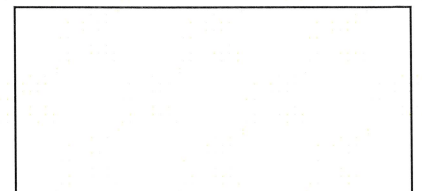


Fire Negotiations FY2025  
City Proposal #10  
Article 6 – Discrimination

**Section D. Harassment/Bullying Complaint Procedure**

The following complaint procedure will be followed in order to address a complaint regarding unlawful harassment, or retaliation:

- A. An employee who believes they have experienced unlawful harassment or retaliation should report it to any of the following:
  - 1) employee's supervisor
  - 2) Fire Chief
  - 3) Mayor
  - 4) Human Resources Director
  - 5) or legal counsel for the City
- B. This policy does not require reporting harassment to any individual who is creating the harassment.
- C. Complaints may be made orally or in writing. If a complaint is made orally, the employee may be asked for a written statement during the investigation. All complaints, to the extent possible, should include dates, times, location, details of the incident(s), names of the individuals involved and the names of witnesses to the incident(s).
- D. When possible, a complaint should include details of the incident or incidents, names of individuals involved, and names of any witnesses. Once a complaint of unlawful harassment or retaliation has been made, the complaint cannot be withdrawn by the complainant without a determination that it was made erroneously.
- E. Upon receiving a complaint of a violation of this policy, the supervisor or department head will review the complaint with the Human Resources Director.
- F. Upon receiving the complaint, an investigation will be initiated and will include interviewing the complainant, the respondent, and any relevant witnesses to determine any violation of this Policy
- G. As soon as feasible, the investigator will conclude the investigation and submit the findings to the Mayor, legal counsel for the City, and Fire Chief.
- H. If it is determined that unlawful harassment in violation of the City's policy has occurred, the City will take the appropriate course of action. The appropriate action will depend on the following factors:
  - 1) The severity, frequency, and pervasiveness of the conduct;
  - 2) Prior complaints made by the complainant;
  - 3) Prior complaints made against the respondent; and
  - 4) The quality of the evidence (first-hand knowledge, credible corroboration, etc.).





Article 6 – Discrimination

- a) If the investigation is inconclusive or it is determined that there has been no unlawful harassment in violation of this policy, but some problematic conduct is revealed, corrective action may be taken.
- b) Promptly after the investigation is concluded, the department head(s) will meet with the complainant and the respondent separately in order to notify each in person of the findings of the investigation; they will also provide a written finding to the involved parties.
- c) The complainant and the respondent may submit statements to the department head(s) challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) working days after the meeting with the department head(s) in which the findings of the investigation is discussed and must clearly state the basis for the challenge.
- d) The grievance process will be followed if an employee feels the findings are inaccurate or incomplete.

Section E. Disciplinary Action

If unlawful harassment is determined to have occurred, the supervisor will take prompt and remedial action against the offending employee commensurate with the severity of the offense, up to and including termination of employment.

Retaliation

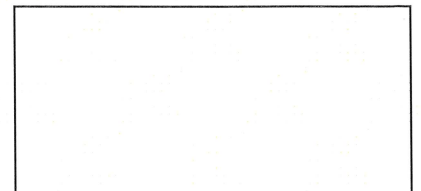
The City of Pocatello prohibits anyone from retaliating against those who report, resist, or speak out against harassment or abusive conduct. The City of Pocatello further prohibits retaliation against anyone who participates in an investigation regarding abusive conduct, or who supports others in their efforts to report, resist, or speak out against this kind of behavior. Additionally, the City of Pocatello prohibits retaliation against anyone connected to an investigation participant, or anyone connected to those who report, resist, or speak out against abusive conduct. Any employee participating in retaliation is subject to disciplinary action up to and including termination. The supervisor and department head should take reasonable steps to protect the victim and other potential victims from further harassment or related consequences.

Section F. Confidentiality

Nothing in this Policy is to be construed as a guarantee of absolute confidentiality or an attempt to curtail employee rights under the law to discuss work-related matters. Disclosure of information learned through the complaint process and the investigation will be limited to disclosures that are necessary for the City of Pocatello to fulfill its legal obligations to investigate and take prompt action to end harassment.

Section G. False Accusations

A complainant whose allegations are found to be false will be subject to disciplinary action, up to and including termination of employment.





**Section H. Responsibility of Supervisors**

- A. It is the responsibility of supervisors to enforce the policy, train new employees on the policy, make a regular review with all employees to ensure they know the policy, and regularly check the workplace to ensure compliance.
- B. If a supervisor receives a complaint of unlawful harassment or retaliation from an employee, the supervisor must immediately report it to the department head and the Human Resources director.
- C. If a supervisor observes unlawful harassment or retaliation within their department, immediate action should be taken to address the behavior. Such action should include, but is not limited to, speaking directly with the affected person, developing a specific account of the actions that may be considered discriminatory, consulting with the department head or a Human Resources representative, and taking corrective or disciplinary action as appropriate.
- D. If a supervisor observes unlawful discrimination or harassment occurring in another department, the supervisor should notify the department head or other appropriate management employee, who should take prompt steps to address the allegation.

**NEW SECTION: WORKPLACE VIOLENCE POLICY**

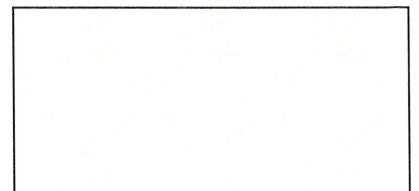
Nothing is more important to the City of Pocatello than the safety and security of its employees. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on City property will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Any person who makes threats of bodily injury, exhibits threatening behavior, or engages in violent acts while on City property shall be removed from the premises as quickly as safety permits, and shall remain off City premises pending the outcome of an investigation. The City will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No existing City policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

All City personnel are responsible for notifying the City Human Resources Department of any threats, which they have witnessed, received, or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on a City controlled site or is connected to City employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the City Human Resources Department staff members are not available, personnel should report the threat to their supervisor.

All individuals who apply for or obtain a protective or restraining order which lists City locations as being protected areas must provide to the City Human Resources Department a copy of





any temporary protective or restraining order which is granted and a copy of any protective or restraining order which is made permanent.

#### **I. Americans with Disabilities Act (ADA)**

ADA is the Federal Act that makes it unlawful to discriminate against a person with a covered disability. Reasonable Accommodation is the program that calls for necessary and reasonable adjustments in the work environment under this Act in order to make it possible for persons with a covered substantial impairment/s to continue in their jobs. The key to what is reasonable is that it must be practical and affordable for the City and accomplish the intended purpose for the employee.

##### **1. Accommodations for Individuals with Disabilities**

The City will make reasonable accommodations, as required by law, for the known physical or mental disabilities of an otherwise qualified applicant or employee, unless doing so would impose an undue hardship upon the City's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the health or safety of the employee or others.

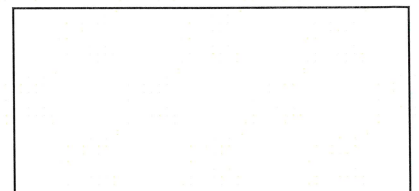
Any applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact the Human Resources Director, the City's internal ADA Coordinator, to request such an accommodation. Employees should specify what accommodation they need to perform the job and submit supporting medical documentation explaining the underlying physical or mental disability and the basis for the requested accommodation. The City then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The City will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The employee will be notified of the City's decision regarding the request within a reasonable period of time. The City treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employee with a disability who cannot perform the functions of their current job because of a substantial impairment/s to a major life function or the major life function of work may have rights under the Americans with Disabilities Act (ADA). A potentially covered employee who cannot perform the essential functions of their current job may seek a determination by the City respecting their functional limitation/s in order to determine if the same rises to the level of a substantial impairment to a major life function or the function of work (over a class of jobs). The right to engage the process is afforded under the Act.

#### **Idaho Whistleblower Protection**

##### **Scope**

Idaho Code, Title 6, Chapter 21 the Idaho Protection of Public Employees Act, provides protections to public employees who experience adverse employment actions as a result of the good faith reporting of the existence of any waste of public funds, property or manpower, or of a violation, or suspected violation, of law, rule or regulation of the City, state of Idaho or the United States of America.



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City Proposal #10  
Article 6 – Discrimination

**Reporting**

*Any such report must be made at a time, and in a manner, which gives the City a reasonable opportunity to correct the waste or violation.*

**Protection**

*The City may not take adverse action against an employee because the employee in good faith reports the suspected waste or violation, or participates or gives information in an investigation, hearing, court proceeding or any other form of administrative review of the report.*

**Enforcement of Rights**

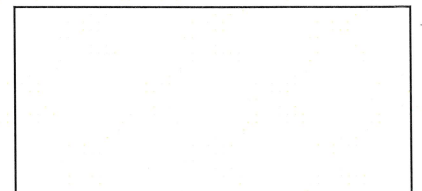
*If the employee believes that they have experienced an adverse employment action protected by the Whistleblower Act, they may bring a civil action in District Court within 180 days of the occurrence of the alleged violation of the Idaho Protection of Public Employees Act.*

Written: HB 04/15/2024

Presented: \_\_\_\_\_

NOTES

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## ARTICLE 12 –EXTRA DUTY

**Section A.** Any employee may be required by the City to work beyond their normal shift which shall be defined as outlined in Article 8: **Regular Work Week** of the CBA for shift employees, and as agreed upon between employee and supervisor for day personnel. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay, computed by dividing the shift employee's annual base salary by 2,080 hours.

*Any hours over the regular work week that are paid by grants funding, 3<sup>rd</sup> party deployments with reimbursement, or other outside entities must be paid as overtime so the City can receive reimbursement for the expense.*

**Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and taken in two (2) or more hour increments as staffing allows. The employee may not combine overtime pay and compensatory time in the same pay period. When an employee is discharged, resigns, or retires, they shall receive pay in lieu of accrued comp-time per the following formula:  $\text{Base pay}/2,080 = \text{hourly rate} \times \text{number of accrued hours}$ . **Comp time cannot be utilized for hours paid by an outside agency/assignment due to cost recovery.**

**Section G.** The compensation for the hours worked by any employee assigned to participate in third-party contract work, including but not limited to, Department of Lands, U.S. Forest Service, BLM, State of Idaho, shall be calculated on a Portal-to-Portal basis. **All 3<sup>rd</sup> party work must be paid as overtime and comp time cannot be accrued due to cost recovery.**

Written: HB 5/2/2024

Presented: \_\_\_\_\_

### NOTES

- Cost recovery limitations required any grant/3<sup>rd</sup> party/outside funding hours be paid as overtime and not as comp time so the City can receive the funds appropriately to offset the cost.

~~removed language~~ replacement language

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5/10/2024



Fire Negotiations FY2025  
City Proposal #12  
Changes to ARTICLE 33- REASONABLE SUSPICION  
OF DRUG AND ALCOHOL TESTING

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan Van Every

**ARTICLE 33- REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

**1. Drug Free Workplace Policy**

*Established policy to conform to federal legislation, the Drug-Free Workplace Act of 1988. Employees must abide by the terms of the policy as a condition of employment.*

**A. Introduction**

*Employees are prohibited from unlawfully manufacturing, distributing, dispersing, possessing, using, or working under the influence of a controlled substance at work.*

**B. Awareness Program**

*Employees will be informed about the following:*

- 1. The dangers of drug abuse in the workplace*
- 2. The City's policy of maintaining a drug-free workplace*
- 3. Drug counseling, rehabilitation, and employee assistance available through the City's Employee Assistance Program (EAP)*
- 4. Drug abuse violations which occur in the workplace will be considered misconduct and will be handled through the EAP and/or the General Rules of Conduct.*

**C. Reasonable Suspicion**

*The City may require any employee to be tested for illegal use of drugs and/or use of alcohol when there is a reasonable suspicion the employee is working under the influence of illegal drugs or alcohol.*

*All testing due to reasonable suspicion will conform with the DOT standards as written and applied in the defined in the most recently adopted version of the City of Pocatello Drug and Alcohol Testing policies. Most Current Version:*

*<https://employees.pocatello.us/pdf/forms/hr/drug-testing-city.pdf>*

**D. Employee Notification**

*It is the responsibility of each employee to*

- 1. Notify the City in writing of any criminal drugs or alcohol statute conviction for a violation occurring in the workplace no later than two days after such a conviction.*

**E. Sponsoring Agency Notification**

*The City will notify the Federal sponsoring agency if applicable, (i.e., Transportation Department) within ten days after receiving notice of a conviction either from an employee or from another source.*

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Changes to ARTICLE 33- REASONABLE SUSPICION  
OF DRUG AND ALCOHOL TESTING

**F. Action Guidelines**

*The City will take the following actions within 30 days of receiving notice with respect to any employee convicted of a substance violation:*

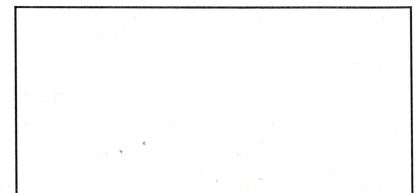
- 1. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*
- 2. Take appropriate disciplinary action against the employee through the General Rules of Conduct up to and including termination.*

~~Employer and Local #187 agree to implement the following alcohol and drug testing program. The parties agree that the primary purpose of this policy is to prevent on-the-job impairment stemming from substance abuse. The parties also agree that when a worker is presumed to be impaired due to substance abuse that the supervisor has an obligation to remove the employee from his position immediately. The supervisor will call "Out of Service" and contact the Battalion Chief immediately, who after verifying the suspicion, will contact the Pocatello Police Department Shift Commander and ask that an officer that is trained in recognition of drug and alcohol identification be sent to evaluate the suspected employee. If the officer believes that said employee may be under the influence, the employee shall submit to a breath analysis, urinalysis, and/or blood.~~

~~If the employee is found to be under the influence, he/she may be disciplined and will submit to assistance through the EAP program.~~

~~The Employer shall not utilize any form of random testing unless specifically required by federal law. When random testing is required, the Employer shall only administer random testing to those workers specifically subject to random testing as required by federal law (narrowly defined). No other bargaining unit workers shall be subjected to random testing of any form and under any circumstances. Any matters related to this alcohol and drug testing policy shall be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.~~

Written: HB 5/3/2021 Presented: \_\_\_\_\_  
~~removed language~~ replacement language





Fire Negotiations FY2025  
City Proposal #13  
Article 17 – Accumulation of Sick Leave  
And Addition of new article on FMLA

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

**ARTICLE 17 - ~~ACCUMULATION OF~~ SICK LEAVE**

~~Section A. Sick leave will accumulate at the rate of 5.54 hours per pay period for 72-hour work period employees and 3.70 hours per pay period for 40-hour work week employees. The verification of a member's illness by a physician or other compelling evidence may be required for any illness involving more than two (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in accordance with the Family Medical Leave Act.~~

Sick leave is provided as an insurance and income protection against an employee's inability to work because of non-job-related illness/injury or pregnancy/maternity. Sick leave is not an entitlement and shall not be considered or used by employees as extra time off to be used at their discretion. Sick leave shall not be used in lieu of vacation leave, compensatory leave, or admin time.

Sick leave hours are not considered hours actually worked for payment of the (0.5) "FLSA" overtime.

Abuse of sick leave and/or taking sick leave under false pretenses is a violation of this policy and subject to discipline up to and including termination. Potential indicators of abuse include, but are not limited to, frequent or regular sick leave absences, having little, if any, sick leave accrued compared to the employee's time with the City, and patterns of use.

Sick leave may not be used for any absences occurring during the final week of employment unless a doctor's statement is presented prior to the time the employee's final check is disbursed.

No cash payment shall be made for unused sick leave upon resignation, layoff, or discharge.

**Section A: Sick Leave Accrual**

Sick leave will accumulate at the rate of:

- 5.54 hours per pay period for shift personnel
- 3.70 hours per pay period for day personnel.

The verification of a member's illness by a physician or other compelling evidence may be required for any illness involving more than two (2) consecutive shifts of work for shift personnel in accordance with the Family Medical Leave Act as adopted in the most recent City of Pocatello Personnel Policy Handbook. The City Handbook most currently adopted is the control document, not that handbook in place at the adoption of this CBA for the purposes of FMLA.

**Section C. Use of Sick Leave**

Sick leave must be used in situations that are defined usages. Sick leave accruals must be exhausted before another type of leave may be utilized. For

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Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

example, if an employee needs to take time to attend to a family member, they must use sick leave before they can use comp, vacation, or floating holiday time. Once an employee's sick leave bank is exhausted the employee would then be eligible to use another leave bank.

In the event an employee exhausts all sick leave accruals, other accruals such as vacation and comp time will be used before the employee goes without pay. If an employee takes leave that has not been accrued and another leave pool must be used to cover their hours, disciplinary actions, up to and including termination, may be taken. See "Family and Medical Leave Policy" for procedures when a serious illness is involved.

An employee may take sick leave under the following circumstances:

1. Personal Illness:

A written doctor's excuse is required for any illness involving more than three (3) consecutive days off work. Days off work is defined as scheduled days, or days that a shift is offered to a non-scheduled employee and then declined due to illness. Days offered and not worked are applicable to this policy. Sick leave is only paid for days the employee is scheduled to work. If the supervisor finds non-validated or invalid use of sick leave, the employee is subject to disciplinary action. If the supervisor finds that an employee has recurring medical problems requiring frequent absences, the supervisor may require a doctor's diagnosis/explanation.

2. Medical and Dental Appointments

Sick leave may be used for medical and dental appointments. If the appointment is some distance from the work place, the employee should schedule the appointment for early or late in the day to keep lost time to a minimum.

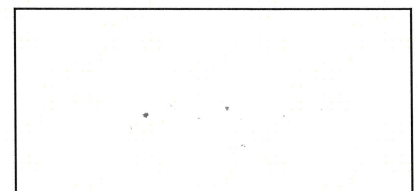
3. Sick Leave to Attend Family Member

Accrued sick leave may be used to attend to an immediate family member when no practical alternative for necessary care is available. For the purpose of this policy, an immediate family member includes spouse, declared common law spouse (declaration made prior to July 1, 1995), child, step-child, parent, step-parent, grandparent, step-grandparent, sibling, and spouse's parent, step-parent, grandchild, step-grandchild, whether or not residing in the employee's home. In the case of a serious injury or illness of a family member, this absence may be covered under the Family Medical Leave Act (FMLA).

4. Employee Assistance Program (EAP) Appointments

Sick leave may be used to cover an employee's EAP appointments

**Section D. Constraints Around Sick Leave**





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Union Rep: \_\_\_\_\_

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1. Sick leave may not be utilized if it will result in pay in excess of the employees normally scheduled work week.

2. Patterns of excessive absences may result in disciplinary action i.e.

a) chronic sick leave usages at the beginning or ending days of the employee's shift,

b) taking sick leave on a day vacation time, comp time, or administrative time has been denied,

c) using sick leave on deadline dates,

d) patterned usage of sick leave at the beginning or end of vacation time, etc.

**Section E. Sick Leave During Vacation**

In the event a major illness or accident occurs while an employee is on vacation, the employee may request the vacation time be changed to sick leave. Upon return to work the employee must make a request in writing within 5 days, accompanied by a doctor's statement outlining the days the employee was ill and the nature and extent of the illness. This request should be directed to the Fire Chief who will provide a copy to Human Resources. Human Resources will work with Finance to make the necessary changes.

**Section F. Donation of Time for Use as Sick Leave**

Employees may donate accrued vacation, or comp time leave to any employee who has exhausted all leave time due to a serious illness or injury of the employee or a family member. Contact Human Resources for the form and correct procedure. Time that has been donated by an employee that is not utilized during the defined FMLA period or event, will not be carried over to another certification period. If time is donated it will not be removed from the donating employees pool until it is applied to the employee receiving the donated time.

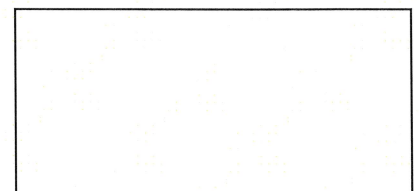
An employee who will exhaust all leave time and would like other employees notified of their need for donated time is required to sign an authorization form in Human Resources.

Donated time may only be used for the FMLA usage as defined by the physician in the FMLA paperwork submitted to HR. Any use of donated outside the defined parameters will not be approved.

Temporary, Variable Hour, or Seasonal Employees are not eligible to donate or request leave

**Section G. Sick Leave Payout**

Any employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40% for





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all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a written notice of retirement to Human Resources no later than April 1. Such sick leave payment will be available after retirement at any time after October 1, upon written request.

Formula for Calculation of Amount:

Base pay + Longevity x 26 = annual salary.

Shift employees: Annual salary/2,912 = hourly rate

Day employees: Annual salary/2,080 = hourly rate

20% of 600/400 hours x hourly pay =

30% of 600/400 hours x hourly pay =

40% of balance x hourly pay =

Total \_\_\_\_\_ x 1.0765 =

AMOUNT DUE = \$

- The 1.0765 calculation will only apply to monies put into the WSCFF MERP
- Any change in IRS rules or regulations during the term of this agreement which mandate a change to the terms of this Article will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.

## **ARTICLE 18- FAMILY AND MEDICAL LEAVE POLICY (FMLA)**

### **Section A. Eligibility**

*An employee who works for the City of Pocatello must meet three criteria in order to be eligible for FMLA leave. The employee must:*

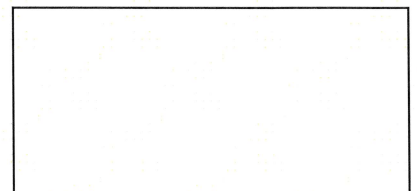
- *Have worked for the employer for at least 12 months*
- *Have at least 1,250 hours of service in the 12 months before taking leave\* and*
- *Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.*

*\*Special "hours of service" requirements apply to airline flight crew employees.*

### **Section B. Leave Entitlement**

*Eligible employees who work for the City can take up to 12 weeks of unpaid, job-protect leave in a 12-month period for the following reasons:*

- *The birth of a child or placement of a child for adoption or foster care*
- *To bond with a child (leave must be taken within one year of the child's birth or placement)*
- *To care for the employee's spouse, child, or parent who has a qualifying serious health condition,*
- *For the Employee's own qualifying serious health condition that makes the employee unable to perform the employee's job,*



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- For qualifying exigencies related to the foreign deployment of a military member who is the employees' spouse, child, or parent.

Employees may be placed on FMLA leave either at the employee's request or at the employer's discretion. The employee is required to use all eligible sick leave, vacation, and comp time concurrent with FMLA leave time.

### **Section C. Serious Health Condition Definition**

A serious health condition is an illness injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The FMLA does not apply to routine medical examinations, such as a physical, or to common medical conditions, such as an upset stomach, unless complications develop. The following describes the different types of conditions are serious health conditions under the FMLA:

#### **Item 1. Inpatient Care**

- An overnight stay in a hospital, hospice, or residential medical care facility
- Includes any period of incapacity or any subsequent treat in connection

#### **Item 2. Continuing Treatment by a Health Care Provider**

- A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition
- Pregnancy
- Chronic Conditions
- Permanent or Long-term conditions
- Conditions requiring multiple treatments

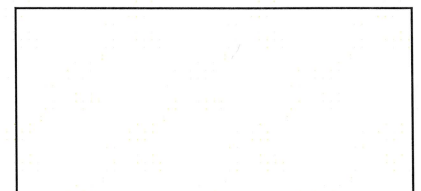
### **Section D. Requesting Leave**

Employees must give 30-days advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify their supervisor as soon as possible.

Employees do not have to share a medical diagnosis, but must provide enough information to the City so it can determine if the leave qualifies for FMLA protection. Sufficient information could include that employee is unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the City if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

### **Section E. Certification**





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The medical certification supports the employee's need for FMLA leave. The certification document or form is completed by a health care provider. The certification allows the City to:

- Obtain information related to the FMLA leave request, including the likely periods of absences; and
- Verify that an employee, or the employee's ill family member, has a serious health condition
- The City may require a certification when an employee requests leave for:
  - The employee's own serious health condition
  - The serious health condition of the employee's parent, spouse, son or daughter, and
  - Military family leave

Employers may not request a certification for leave to bond with a healthy newborn child or a child placed for adoption or foster care.

The City may require than an employee provide a certification of serious health condition at any time after the request for family leave. The employee must provide certification with fifteen (15) working days following the City's request for certification.

A department head may require a second medical opinion at the City's expense with a medical care provider of the City's choice. In the event the second opinion conflicts with the first, the City may pay for a third and binding opinion.

#### **Section F. Intermittent Leave**

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on reduced schedule to care for a sick family member or for an employee's own serious health condition when medically necessary.

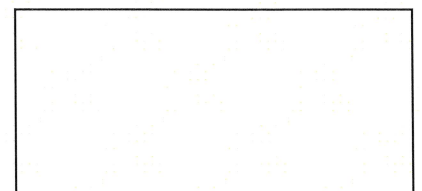
An employee is not entitled to take intermittent leave for the birth and care of a newborn child or for the placement with the employee of a child for adoption or foster care without department head approval.

#### **Section G. Application Exempt Employees**

Exempt employees who certify their FMLA as intermittent or have been released to return to work with hour restrictions, will be paid on an hourly basis. The application as an hourly employee will only be for the days in which the time restriction or intermittent FMLA is used. Use of sick time will be required for any hours missed from the employee's regularly scheduled day.

#### **Section H. Spouses Who Are Both Employed by the City**

Eligible spouses who work for the City are limited to a combined total of 12 workweeks of leave in a 12-month period to share for the following FMLA qualifying reasons:





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- The birth of a son or daughter and bonding with their newborn child,
- The placement of a son or daughter with the employee for adoption or foster care, and bonding with the newly-placed child, and
- The care of a parent with a serious health condition.

**Section I. Benefits & Protections**

While employees are on FMLA leave, the City must continue health insurance coverage as if the employees were not on leave. Employees must pay their portion of premiums in order to keep the benefits in effect during any unpaid leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

**Section J. Retaliation Prohibited**

The City may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**Section K. Military Family Leave Entitlements**

The military family leave provisions of the FMLA entitle eligible employees of covered employers to take FMLA leave for:

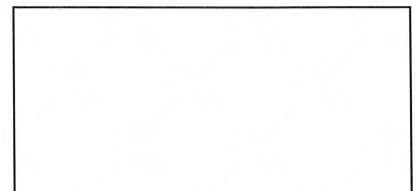
- Any "qualifying exigency" arising from the foreign deployment of the employee's spouse, son, daughter, or parent with the Armed Forces, or
- To care for a covered service member with a serious injury or illness if the employee is the service member's spouse, child, parent, or next of kin.

FMLA also includes a special entitlement that:

- Permits an eligible employee who is the spouse, son, daughter, parent or next of kin of a current service member with a serious injury or illness incurred in the line of duty on active duty to take up to 26 workweeks of FMLA leave during a single 12-month period to care for the service member
- Allows an eligible employee whose spouse, son, daughter, or parent is a member of the National Guard or Reserves to take up to 12 work weeks of leave for qualifying exigencies arising out of the military member's active duty or call to active duty in support of contingency operation.

**Section L. Employer Responsibilities**

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must





Fire Negotiations FY2025  
City Proposal #13  
Article 17 – Accumulation of Sick Leave  
And Addition of new article on FMLA

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

notify the employee if they are eligible for FMLA leave, and if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

**Section M. Enforcement**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division or may bring a private lawsuit against an employer.

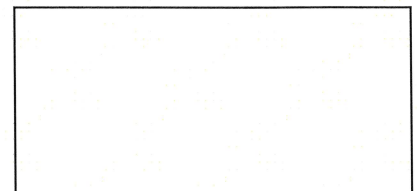
The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Written: HB 4/2/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language



Fire Negotiations FY2025  
City Proposal #14  
Article 12 – Extra Duty – Section E. Subpoena

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

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ARTICLE 12 - EXTRA DUTY

**Section E. Subpoena**

If an off-duty employee is subpoenaed for a legal proceeding related to on-duty acts, or observations, the employee will receive extra duty pursuant to Section C immediately above.

*Employees who are subpoenaed as a witness in non-employment related matters are required to use vacation or compensatory time to cover the time away from work. Any employee's request for vacation and comp time, that is for subpoena related matters, will be granted if accompanied by official Court documents.*

**Section E. Jury Duty**

*Any employee called for jury duty shall be excused by the supervisor for the time required and will receive their regular rate of pay for time spent during their regular work schedule. Employees may retain per diem or other expenses paid by the Court. In the event a juror is dismissed by the Judge prior to the completion of the employee's regular shift, the employee shall immediately report to work.*

Written: HB 4/2/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

C-14  
5/10/2024



Fire Negotiations FY2025  
City Proposal #15  
Article 16 – Holidays, Vacation, Kelly Days  
Schedule C - Vacation  
Schedule D- Holiday Pay

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

This is a multipart proposal that is a combined offer.

1. Observed holiday length to defined 8 hours
2. Vacation Spots – increase to 4
3. Elimination of stand-alone Kelly Day, rolled hours into vacation accruals
4. Adjust language on vacation to hours accrual rather than days
5. Move vacation accrual to two decimal places
6. Holiday Pay adjustment to address addition of Juneteenth

ARTICLE 16 – ~~Holidays and Vacation~~ VACATIONS, BIRTHDAY FLOATING HOLIDAY, KELLY DAYS

**Section A. Day Shift Employees Observed Holidays**

Holidays are considered an 8-hour day for day shift employees. Vacation time will be paid at the employee's regular base rate of pay, Annual vacations at the regular bi-weekly rate of pay, including holiday and **longevity** if applicable, shall be granted to eligible employees as set forth in Schedule C of this Agreement.

The following is a list of the annual City observed holidays and for Bargaining Unit members working a forty (40) hour week:

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <del>New Year's Day</del>         | <del>President's Day</del>        |
| <del>Martin Luther King Day</del> | <del>Memorial Day</del>           |
| <del>Juneteenth</del>             | <del>July 4th</del>               |
| <del>Labor Day</del>              | <del>Veteran's Day</del>          |
| <del>Thanksgiving Day</del>       | <del>Day after Thanksgiving</del> |
| <del>Christmas Day</del>          | <del>Floating Holiday</del>       |

|                               |                             |                  |
|-------------------------------|-----------------------------|------------------|
| New Year's                    | Martin Luther King, Jr. Day | President's Day  |
| Memorial Day                  | Labor Day                   | Juneteenth       |
| Independence Day              | Veterans Day                | Thanksgiving Day |
| Friday following Thanksgiving | Christmas Day               |                  |

**Section B. Floating Holiday**

Day Shift employees Employees will bid their Floating Holiday along with vacation. If the floating holiday is not used by the end of the calendar year, it is forfeited. It cannot be carried over to succeeding years and is not paid upon termination of employment.

**Section C. Vacation Accrual**

Vacation leave to all eligible employees can be used for the purpose of rest, relaxation, and attending to personal affairs. The accrual of vacation leave is based on length of benefit eligible service with the City, any break in service will result in accruals starting from date of most recent hire. Prior years worked as a temporary or as a seasonal employee does not count towards vacation accrual if the employee secures a full-time position.

Vacation is accrued each pay period and is added to an employee's account at the end of the pay period. Time that is accrued each week cannot be utilized until the next pay period.

C-15  
5/10/2024

Fire Negotiations FY2025  
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Changes in vacation accruals begin in January of the calendar year in which an employee's years of service reach the new threshold.

Vacation time does not accrue for any employee while on leave of absence without pay, suspension, layoff, or when working overtime (is accrued on a 2,080 or 2,912 standard year)

| Years of Service | Day Shift Employees<br>(40 hr week) |                     | Shift Work<br>(24-hour days) |                     |
|------------------|-------------------------------------|---------------------|------------------------------|---------------------|
|                  | Hours Per Pay<br>Period             | Hours Per Year 2080 | Hours Per Pay<br>Period      | Hours Per Year 2912 |
| 1 through 5      | 4.62                                | 120.12              | 8.77                         | 228.02              |
| 6 through 10     | 6.47                                | 168.22              | 11.55                        | 300.30              |
| 11 through 15    | 7.70                                | 200.20              | 13.39                        | 348.14              |
| 16 through 20    | 8.93                                | 232.18              | 15.24                        | 396.24              |
| 21 through 25    | 10.16                               | 264.16              | 17.08                        | 444.08              |
| 26 and over      | 11.39                               | 296.14              | 18.93                        | 492.18              |

NOTE: These calculations include the elimination of Kelly days as a separate accrual and roll those hours into the vacation calculation.

**Section D ~~B~~. Vacation Bidding**

Each employee will have an opportunity to bid on vacation according to SOG 5009: Vacation Bidding.

**Section E ~~C~~. Vacation Payouts**

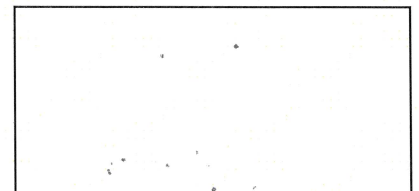
Cash payment will be made in lieu of vacation time only if an employee is discharged, resigns, or retires subject to Section G below. **When an employee is discharged or resigns or retires, they shall receive pay in lieu of accrued vacation per the following formula: Base pay plus holiday pay plus longevity pay x 26 pay periods = annual salary/121 shifts per year = pay per shift/24 = hourly pay x number of accrued hours.**

**Section F ~~D~~. Maximum Accruals at Calendar Year End**

Maximum vacation accumulation at the end of any calendar year cannot exceed:

- 400 hours ~~fifty (50) working days~~ for day personnel or
- 600 hours ~~twenty-five (25) 24-hour periods~~ for shift personnel.

**Section G ~~E~~. Allocated Vacation Spots**





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Each platoon will be allowed ~~three~~ **four (4)** employees on vacation at one time, ~~except as agreed upon between the City and the Union according to SOP 5009.~~ Approval must be obtained from the Fire Chief or Division Chief ~~their designee~~ for more than ~~three~~ **four (4)** employees to be on vacation from any one platoon.

**Section G. Elimination of Kelly Day Hours and Historical Reference**

**Effective FY2025 Kelly Day hours were rolled into vacation accruals for ease of employee use and of payroll processing. The historical vacation accrual chart and Kelly day accruals prior to FY2025 were:**

| FY2024 and Prior | Day Shift Employees (40hr week) |                      |                     | Shift Work (24-hour days) |                      |                     |
|------------------|---------------------------------|----------------------|---------------------|---------------------------|----------------------|---------------------|
| Years of Service | Days Per Year                   | Hours Per Pay Period | Hours Per Year 2080 | Days Per Year             | Hours Per Pay Period | Hours Per Year 2912 |
| 1 through 5      | 13                              | 4.000                | 104.00              | 7.5                       | 6.923                | 180.00              |
| 6 through 10     | 19                              | 5.846                | 152.00              | 10.5                      | 9.692                | 252.00              |
| 11 through 15    | 23                              | 7.077                | 184.00              | 12.5                      | 11.538               | 300.00              |
| 16 through 20    | 27                              | 8.308                | 216.00              | 14.5                      | 13.385               | 348.00              |
| 21 through 25    | 31                              | 9.538                | 248.00              | 16.5                      | 15.231               | 396.00              |
| 26 and over      | 35                              | 10.769               | 280.00              | 18.5                      | 17.077               | 444.00              |

**KELLY DAY ACCRUALS PRIOR TO FY2025**

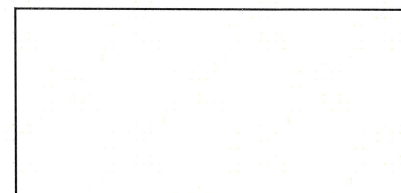
**Each employee in the bargaining unit received two (2) Kelly days per year in addition to vacation.**

- **48 Kelly hours for Shift Work Personnel (Firefighter's, Driver/Operators, Paramedics, Captains, Battalion Chiefs)**
  - **72-hour FLSA period employees**
- **16 hours for Day shift Employees**
  - **40-hour FLSA period employees**

**were subject to the same limitations and provisions as vacation days and count toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in Article 16, Section D, above.**

**For reference Kelly hours were counted towards overtime calculations in FLSA cycles.**

~~Each employee in the bargaining unit will receive two (2) Kelly days per year in addition to vacation, subject to Section E above. These forty-eight (48) hours for those on a seventy-two (72) hour FLSA period or these sixteen (16) hours for those who work forty (40) hours per week will be subject to the same limitations and provisions as vacation days and count toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in Article 16, Section D, above.~~





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Schedule C - Vacation  
Schedule D- Holiday Pay

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City Rep: \_\_\_\_\_  
Heather Buchanan

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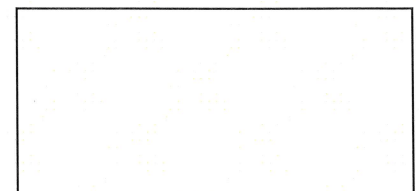
**Kelly Day into Vacation conversion:**

|    | A                | B                                      | C                               | D                   | E | F | G                              | H                    | I                   |
|----|------------------|----------------------------------------|---------------------------------|---------------------|---|---|--------------------------------|----------------------|---------------------|
| 12 |                  |                                        | Day Shift Employees (40hr week) |                     |   |   | Shift Work (24-hour days)      |                      |                     |
|    | Years of Service | Days Per Year                          | Hours Per Pay Period            | Hours Per Year 2080 |   |   | Days Per Year                  | Hours Per Pay Period | Hours Per Year 2912 |
| 13 |                  |                                        |                                 |                     |   |   |                                |                      |                     |
| 14 | 1 through 5      | =SUM(C33+2)                            | =SUM(C14*8)/26                  | =SUM(D14*26)        |   |   | =SUM(G33+2)                    | =SUM(G14*24)/26      | =SUM(H14*26)        |
| 15 | 6 through 10     | =SUM(C34+2)                            | =SUM(C15*8)/26                  | =SUM(D15*26)        |   |   | =SUM(G34+2)                    | =SUM(G15*24)/26      | =SUM(H15*26)        |
| 16 | 11 through 15    | =SUM(C35+2)                            | =SUM(C16*8)/26                  | =SUM(D16*26)        |   |   | =SUM(G35+2)                    | =SUM(G16*24)/26      | =SUM(H16*26)        |
| 17 | 16 through 20    | =SUM(C36+2)                            | =SUM(C17*8)/26                  | =SUM(D17*26)        |   |   | =SUM(G36+2)                    | =SUM(G17*24)/26      | =SUM(H17*26)        |
| 18 | 21 through 25    | =SUM(C37+2)                            | =SUM(C18*8)/26                  | =SUM(D18*26)        |   |   | =SUM(G37+2)                    | =SUM(G18*24)/26      | =SUM(H18*26)        |
| 19 | 26 and over      | =SUM(C38+2)                            | =SUM(C19*8)/26                  | =SUM(D19*26)        |   |   | =SUM(G38+2)                    | =SUM(G19*24)/26      | =SUM(H18*26)        |
| 20 |                  | 40 Hour a Week Personnel:              |                                 |                     |   |   | Shift Work Personnel:          |                      |                     |
| 21 |                  | 1. Fire/EMS Support Specialist         |                                 |                     |   |   | 1. All Classes of Firefighters |                      |                     |
| 22 |                  | 2. Billing and Coding Clerk            |                                 |                     |   |   | 2. Driver Operators            |                      |                     |
| 23 |                  | 3. Medical Billing Specialist          |                                 |                     |   |   | 3. Paramedics                  |                      |                     |
| 24 |                  | 4. Assistant to the Fire Chief         |                                 |                     |   |   | 4. Captains                    |                      |                     |
| 25 |                  | 5. Emergency Vehicle Technician        |                                 |                     |   |   | 5. Battalion Chiefs            |                      |                     |
| 26 |                  | 6. Community Risk Reduction Specialist |                                 |                     |   |   |                                |                      |                     |
| 27 |                  | 7. Fire Inspector (Days)               |                                 |                     |   |   |                                |                      |                     |
| 28 |                  | 8. Office Manager                      |                                 |                     |   |   |                                |                      |                     |
| 29 |                  | 9. Fire Prevention Captain             |                                 |                     |   |   |                                |                      |                     |
| 30 |                  |                                        |                                 |                     |   |   |                                |                      |                     |
| 31 | FY2024 and Prior |                                        | Day Shift Employees (40hr week) |                     |   |   | Shift Work (24-hour days)      |                      |                     |
|    | Years of Service | Days Per Year                          | Hours Per Pay Period            | Hours Per Year 2080 |   |   | Days Per Year                  | Hours Per Pay Period | Hours Per Year 2912 |
| 32 |                  |                                        |                                 |                     |   |   |                                |                      |                     |
| 33 | 1 through 5      | 13                                     | =SUM(C33*8)/26                  | =SUM(D33*26)        |   |   | 7.5                            | =SUM(G33*24/26)      | =SUM(H33*26)        |
| 34 | 6 through 10     | 19                                     | =SUM(C34*8)/26                  | =SUM(D34*26)        |   |   | 10.5                           | =SUM(G34*24/26)      | =SUM(H34*26)        |
| 35 | 11 through 15    | 23                                     | =SUM(C35*8)/26                  | =SUM(D35*26)        |   |   | 12.5                           | =SUM(G35*24/26)      | =SUM(H35*26)        |
| 36 | 16 through 20    | 27                                     | =SUM(C36*8)/26                  | =SUM(D36*26)        |   |   | 14.5                           | =SUM(G36*24/26)      | =SUM(H36*26)        |
| 37 | 21 through 25    | 31                                     | =SUM(C37*8)/26                  | =SUM(D37*26)        |   |   | 16.5                           | =SUM(G37*24/26)      | =SUM(H37*26)        |
| 38 | 26 and over      | 35                                     | =SUM(C38*8)/26                  | =SUM(D38*26)        |   |   | 18.5                           | =SUM(G38*24/26)      | =SUM(H38*26)        |

**Section G F: Kelly Days**

~~In addition to vacation days and subject to Section E above, each bargaining unit member will receive two (2) Kelly days per year to be granted on January 1 of each year beginning January 1, 2020. Kelly days will be populated in the City's payroll system on the payroll that includes processing of December 31 of the prior year.~~

~~These forty eight (48) Kelly hours for shift personnel or sixteen (16) Kelly hours for day personnel, if not used by the end of the calendar year, will be converted to vacation and be subject to Section D above.~~





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Article 16 – Holidays, Vacation, Kelly Days  
Schedule C - Vacation  
Schedule D- Holiday Pay

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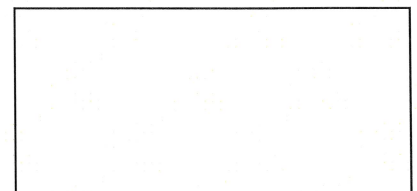
City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

**Section H.** Inability To Use Accrued Time

Vacation, ~~Kelly days~~, and compensatory time may accumulate to the maximum amount referred to in **Article 16, Section D and Article 12, Section B** except if an employee is unable to use vacation, ~~Kelly days~~, or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same.

If an employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation, ~~Kelly days~~, or compensatory time, the vacation, ~~Kelly days~~, or compensatory time will be carried over to be used the following **calendar** year or will be cashed out at the established rate if the employee is unable to reschedule the same. **A decision on carry over or cash out must be made no later than the 2nd Friday in December and submitted in writing to the Fire Chief. If hours are carried over to the next calendar year they must be utilized within the carry over year.** If the employee does not return to work after this injury or illness, all accumulated vacation time will be paid at the established rate (**Article 16, Section C**).



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City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
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**SCHEDULE C: VACATION ACCURAL**

| <u>YEARS OF SERVICE</u> | <u>WORKING<br/>DAY PERSONNEL<br/>8 HOUR DAYS OFF</u> | <u>WORKING SHIFT PERSONNEL 12 HOUR DAYS/24<br/>HOUR SHIFTS OFF</u> |
|-------------------------|------------------------------------------------------|--------------------------------------------------------------------|
| <u>1 through 5</u>      | <u>13</u>                                            | <u>15 or 7 1/2</u>                                                 |
| <u>6 through 10</u>     | <u>19</u>                                            | <u>21 or 10 1/2</u>                                                |
| <u>11 through 15</u>    | <u>23</u>                                            | <u>25 or 12 1/2</u>                                                |
| <u>16 through 20</u>    | <u>27</u>                                            | <u>29 or 14 1/2</u>                                                |
| <u>21 through 25</u>    | <u>31</u>                                            | <u>33 or 16 1/2</u>                                                |
| <u>26 and over</u>      | <u>35</u>                                            | <u>37 or 18 1/2</u>                                                |

|                         | <u>Day Shift Employees<br/>(40hr week)</u> |                            |  | <u>Shift Work<br/>(24-hour days)</u> |                            |
|-------------------------|--------------------------------------------|----------------------------|--|--------------------------------------|----------------------------|
| <u>Years of Service</u> | <u>Hours Per Pay<br/>Period</u>            | <u>Hours Per Year 2080</u> |  | <u>Hours Per Pay<br/>Period</u>      | <u>Hours Per Year 2912</u> |
| <u>1 through 5</u>      | <u>4.62</u>                                | <u>120.12</u>              |  | <u>8.77</u>                          | <u>228.02</u>              |
| <u>6 through 10</u>     | <u>6.47</u>                                | <u>168.22</u>              |  | <u>11.55</u>                         | <u>300.30</u>              |
| <u>11 through 15</u>    | <u>7.70</u>                                | <u>200.20</u>              |  | <u>13.39</u>                         | <u>348.14</u>              |
| <u>16 through 20</u>    | <u>8.93</u>                                | <u>232.18</u>              |  | <u>15.24</u>                         | <u>396.24</u>              |
| <u>21 through 25</u>    | <u>10.16</u>                               | <u>264.16</u>              |  | <u>17.08</u>                         | <u>444.08</u>              |
| <u>26 and over</u>      | <u>11.39</u>                               | <u>296.14</u>              |  | <u>18.93</u>                         | <u>492.18</u>              |

**40 Hour a Week Personnel:**

1. Fire/EMS Support Specialist
2. Billing and Coding Clerk
3. Medical Billing Specialist
4. Assistant to the Fire Chief
5. Emergency Vehicle Technician
6. Community Risk Reduction Specialist
7. Fire Inspector (Days)
8. Office Manager
9. Fire Prevention Captain

**Shift Work Personnel:**

1. All Classes of Firefighters
2. Driver Operators
3. Paramedics
4. Captains
5. Battalion Chiefs

**CITY NOTES**

Moving from a day listing of time to an hourly accrual per pay period to fit into the established payroll processing method. Moving from 3 decimal places to 2 decimal places means we rounded up for each threshold increasing vacation accruals by minimal amounts.



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City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

SCHEDULE D: HOLIDAY PAY

~~HOLIDAY PAY 5.00% OF BASE PAY. Pay is effective with the first pay period of the listed fiscal year. Applies only to 56-hour/week employees~~

| <u>CLASSIFICATION</u>               | <u>PAY GRADE</u> | <u>FY2022<br/>BASE<br/>BIWEEKLY</u> | <u>FY2022<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> | <u>FY2023<br/>BASE<br/>BIWEEKLY</u> | <u>FY2023<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> | <u>FY2024<br/>BASE<br/>BIWEEKLY</u> | <u>FY2024<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> |
|-------------------------------------|------------------|-------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------------------|
| <u>Probationary<br/>Firefighter</u> | <u>14F</u>       | <u>\$1,684.48</u>                   | <u>\$84.22</u>                                 | <u>\$1,736.00</u>                   | <u>\$86.80</u>                                 | <u>\$1,797.60</u>                   | <u>\$89.88</u>                                 |
| <u>2nd Class Firefighter</u>        | <u>16F</u>       | <u>\$1,852.48</u>                   | <u>\$92.62</u>                                 | <u>\$1,908.48</u>                   | <u>\$95.42</u>                                 | <u>\$1,975.68</u>                   | <u>\$98.78</u>                                 |
| <u>1st Class Firefighter</u>        | <u>18F</u>       | <u>\$2,035.04</u>                   | <u>\$101.75</u>                                | <u>\$2,096.64</u>                   | <u>\$104.83</u>                                | <u>\$2,170.56</u>                   | <u>\$108.53</u>                                |
| <u>Driver Operator</u>              | <u>20F</u>       | <u>\$2,236.64</u>                   | <u>\$111.83</u>                                | <u>\$2,303.84</u>                   | <u>\$115.19</u>                                | <u>\$2,384.48</u>                   | <u>\$119.22</u>                                |
| <u>Firefighter<br/>Paramedic</u>    | <u>22F</u>       | <u>\$2,453.92</u>                   | <u>\$122.70</u>                                | <u>\$2,527.84</u>                   | <u>\$126.39</u>                                | <u>\$2,616.32</u>                   | <u>\$130.82</u>                                |
| <u>Captain (56-Hour)</u>            | <u>24F</u>       | <u>\$2,690.24</u>                   | <u>\$134.51</u>                                | <u>\$2,772.00</u>                   | <u>\$138.60</u>                                | <u>\$2,869.44</u>                   | <u>\$143.47</u>                                |
| <u>Battalion Chief</u>              | <u>27F</u>       | <u>\$3,162.88</u>                   | <u>\$158.14</u>                                | <u>\$3,258.08</u>                   | <u>\$162.90</u>                                | <u>\$3,372.32</u>                   | <u>\$168.62</u>                                |

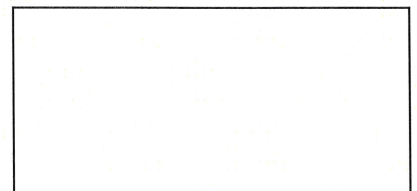
SCHEDULE D: HOLIDAY PAY

HOLIDAY PAY 5.50% OF BASE PAY

Pay is effective with the first pay period of the listed fiscal year.

Applies only to Shift Work Personnel working 24 days

| <u>CLASSIFICATION</u>       | <u>PAY GRADE</u> | <u>FY2022<br/>BASE<br/>BIWEEKLY</u> | <u>FY2022<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> | <u>FY2023<br/>BASE<br/>BIWEEKLY</u> | <u>FY2023<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> | <u>FY2024<br/>BASE<br/>BIWEEKLY</u> | <u>FY2024<br/>BIWEEKLY<br/>HOLIDAY<br/>PAY</u> |
|-----------------------------|------------------|-------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------------------|-------------------------------------|------------------------------------------------|
| Probationary<br>Firefighter | 14F              | \$1,684.48                          | <u>\$92.65</u>                                 | \$1,736.00                          | <u>\$95.48</u>                                 | \$1,797.60                          | <u>\$98.87</u>                                 |
| 2nd Class Firefighter       | 16F              | \$1,852.48                          | <u>\$101.89</u>                                | \$1,908.48                          | <u>\$104.97</u>                                | \$1,975.68                          | <u>\$108.66</u>                                |
| 1st Class Firefighter       | 18F              | \$2,035.04                          | <u>\$111.93</u>                                | \$2,096.64                          | <u>\$115.32</u>                                | \$2,170.56                          | <u>\$119.38</u>                                |
| Driver Operator             | 20F              | \$2,236.64                          | <u>\$123.02</u>                                | \$2,303.84                          | <u>\$126.71</u>                                | \$2,384.48                          | <u>\$131.15</u>                                |
| Firefighter<br>Paramedic    | 22F              | \$2,453.92                          | <u>\$134.97</u>                                | \$2,527.84                          | <u>\$139.03</u>                                | \$2,616.32                          | <u>\$143.90</u>                                |
| Captain (56-Hour)           | 24F              | \$2,690.24                          | <u>\$147.96</u>                                | \$2,772.00                          | <u>\$152.46</u>                                | \$2,869.44                          | <u>\$157.82</u>                                |
| Battalion Chief             | 27F              | \$3,162.88                          | <u>\$173.96</u>                                | \$3,258.08                          | <u>\$179.19</u>                                | \$3,372.32                          | <u>\$185.48</u>                                |



Fire Negotiations FY2025  
City Proposal #15  
Article 16 – Holidays, Vacation, Kelly Days  
Schedule C - Vacation  
Schedule D- Holiday Pay

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

Shift Work Personnel:

1. All Classes of Firefighters
2. Driver Operators
3. Paramedics
4. Captains
5. Battalion Chiefs

Written: HB 4/24/2024

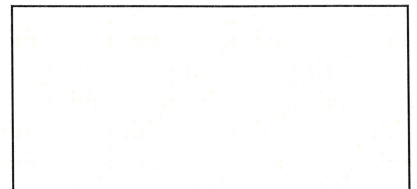
Presented: \_\_\_\_\_

NOTES

Holiday Pay Calculations are illustrative only and will adjust with table changes that occur within negotiations. This is a way to adjust the percentage of holiday pay, but not define the amount actually paid. Amounts will be adjusted prior to ratification by the Union and City Council.

**MAY NEED ADJUSTED BASED ON OTHER PROPOSALS**

~~removed language~~ replacement language





Fire Negotiations FY2025  
City Proposal #16  
Prescription Medicine

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

**Prescription Medicine**

If the City learns through a new hire test, a reasonable suspicion test, or by disclosure of the employee, that an employee is taking a prescription drug that may affect their ability to safely perform essential job functions, the employee and City will engage in the interactive ADA process. The ADA process requires medical certification that assists in making the individualized determination of whether a reasonable accommodation is possible. The employee may be required to take leave while participating in the interactive process.

Written: HB 3/5/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

C-116

5/10/2024

Fire Negotiations FY2025  
City Proposal #17  
ARTICLE 23 – Limited Duty

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_  
Heather Buchanan

Union Rep: \_\_\_\_\_  
Jordan VanEvery

ARTICLE 23 - ~~LIMITED~~ LIGHT DUTY

Any employee who is temporarily incapacitated *due to a personal injury* and who has a ~~limited~~ *light* duty statement from their doctor may be allowed to return to work *at the discretion of the Fire Chief. The City may request additional information from the employee's medical professional to ensure the safety of the employee at work. Light duty can be utilized up to:*

|           |                              |
|-----------|------------------------------|
| 672 hours | Shift Personnel (2,912 Year) |
| 480 hours | Day Personnel (2,080 Year)   |

*If utilization exceeds the allotted amount the employee will bring a full duty release, FMLA certification for utilization of sick leave, or enter into the interactive ADA process.*

*Duties may include: ~~to perform any of the following duties:~~*

1. Preparation of materials for inspection and training divisions
2. Light duty equipment and station maintenance
3. Fire prevention work
4. ~~Limited~~ *Light* Duty assignments should generally be within the expertise and scope of the individual's current or past positions, but may include basic clerical work or any other work beneficial to the organization's operation

Written: HB 5/6/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ *replacement language*

C-17

5/10/2024



Fire Negotiations FY2025  
City Proposal #18  
Article 18 – Medical Coverage Program  
Section B: HRA

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

**SECTION B. Health Reimbursement Arrangement (HRA)**

The bargaining unit will establish and administer its own HRA and the City agrees to contribute into each individual HRA account the sum of \$1,000, on a yearly basis, as part of the ~~2nd payroll of the calendar year.~~ ~~first payroll of each fiscal year.~~ The contributions by the City shall be limited to each person employed by the Department and who is a participant in the health care program administered by the Union.

*Employees who start employment, or medical coverage, after the start of the fiscal year will receive a prorated amount in their HRA account, the calculation is as follows:*

*\$1000 / 12 = \$83.333 a month*

| <b>Month of Local #187 Insurance Enrollment</b> | <b>HRA Contribution</b> |
|-------------------------------------------------|-------------------------|
| 12- October                                     | \$ 1,000.00             |
| 11 - November                                   | \$ 916.67               |
| 10 - December                                   | \$ 833.33               |
| 9 - January                                     | \$ 750.00               |
| 8- February                                     | \$ 666.67               |
| 7 - March                                       | \$ 583.33               |
| 6 - April                                       | \$ 500.00               |
| 5 - May                                         | \$ 416.67               |
| 4 - June                                        | \$ 333.33               |
| 3 - July                                        | \$ 250.00               |
| 2 - August                                      | \$ 166.67               |
| 1 - September                                   | \$ 83.33                |

*Contributions will be made in the members Local #187 HRA no later than the pay period following enrollment in the Union medical plan, with notification of medical plan enrollment sent to Finance and Human Resources. If notification occurs after finance processing deadlines the HRA payment(s) will be made in the following pay period.*

Written: HB 3/5/2024

Presented: \_\_\_\_\_

~~removed language~~ replacement language

C-180  
5/10/2024

Fire Negotiations FY2025  
City Proposal #19  
Article 18 – Medical Coverage Program

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

ARTICLE 18 - MEDICAL COVERAGE PROGRAM

Section A. Medical Premiums

1. **FY2025:** The City will pay up to a 6.24% increase over **the City's portion of the 2024** rates: ~~or the actual premium, whichever is less, based on type of individual enrollments, as follows~~

| ENROLLMENT TYPE                 | 2024 Max    | FY2025<br>Oct-Dec Max | FY2025<br>Jan-Sept Max |
|---------------------------------|-------------|-----------------------|------------------------|
| Employee Only                   | \$ 581.06   | \$ 581.06             | \$ 617.32              |
| Employee & Spouse               | \$ 1,269.37 | \$ 1,269.37           | \$ 1,348.57            |
| Employee & 1 Child              | \$ 947.61   | \$ 947.61             | \$ 1,006.74            |
| Employee & 2+Children           | \$ 1,140.39 | \$ 1,140.39           | \$ 1,211.55            |
| Employee & Spouse & 1 Child     | \$ 1,635.93 | \$ 1,635.93           | \$ 1,738.01            |
| Employee & Spouse & 2+ Children | \$ 1,828.68 | \$ 1,828.68           | \$ 1,942.79            |

2. **FY2026:** The City will pay up to a 6.24% increase over **2025** city covered rates, or the actual premium, whichever is less, based on type of individual enrollments.
3. **FY2027:** The City will pay up to a 6.24% increase over **2026** city covered rates, or the actual premium, whichever is less, based on type of individual enrollments.
4. **FY2028:** The City will pay up to a 6.24% increase over **2027** city covered rates, or the actual premium, whichever is less, based on type of individual enrollments.

It is agreed that for application of any premium increase amounts indemnified by the City that such increases must be based upon identical policy benefits between the years being compared and that the bargaining unit agrees to provide documentation verifying the benefits for both policy years at the time a request is made to increase the premium payment from the previous year.

Written: HB 5/7/2024

Presented: \_\_\_\_\_

NOTES: 2024 was an 8.7% increase over 2023, the City covered 6.24% of the increase, which set the new base.

~~removed language~~ replacement language

Printed Date: 5/9/2024

Page 1 of 1

C-19

5/10/2024





Union #1

## POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL

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### Proposal:

1136 SCHEDULE D: HOLIDAY PAY

-

1137 HOLIDAY PAY ~~5.00%~~ 5.50% OF BASE PAY

1138 Pay is effective with the first pay period of the listed fiscal year.

1139 Applies only to 56-hour/week employees

EXHIBIT

tabbles®

U-1

5/10/2024



## POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL

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Proposal: 2

### Article 12- Extra Duty

**Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and taken in two (2) or more hour increments as manpower staffing allows. When an employee is discharged, resigns, or retires, they shall receive pay in lieu of accrued comp-time per the following formula:  $\text{Base pay} / 2,080 = \text{hourly rate} \times \text{number of accrued hours}$ .

1. The employee may ~~not~~ combine overtime pay and compensatory time in the same pay period.
2. Compensatory time may not be taken while assigned to third-party contract work or while backfilling for such work, as described in Section G below.

EXHIBIT

U-2

5/10/2024

tabbles





## POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL

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Proposal: 3

### ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN

**Section A.** The City shall make a monthly pre-tax contribution of ~~\$250~~ ~~\$75.00~~ per employee to the Washington State Council of Firefighters Medical Expense Reimbursement Fund (MERP) for each bargaining unit member and for each member who is promoted out of the bargaining unit. This trust shall remain separate and apart from any City Retiree health insurance funding program.

**Section B.** Upon retirement the City agrees to pay a final pre-tax contribution into the Washington State Council of Firefighters' Employee Benefit Trust of 100% of the employee's accumulated sick leave buy out using the formula set forth in Article 17 Section C.

**Section C.** Any change in IRS law rules or regulations during the term of this Agreement which mandate a change to the terms of this Article affecting this plan will act as an opener for this Article only for the sole purpose of developing language to comply with all applicable IRS rules and regulations.

EXHIBIT

tabbies

U-3

5/10/2024



## POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL

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### Proposal: 4

#### Article 18

**SECTION B.** The bargaining unit will establish and administer its own HRA and the City agrees to contribute into each individual HRA account the sum of ~~\$2500~~ \$1,000, on a yearly basis, as part of the first payroll of each fiscal year. The contributions by the City shall be limited to each person employed by the Department and who is a participant in the health care program administered by the Union.

EXHIBIT

U-4

5/10/2024

tabbles



Fire Negotiations FY2025  
Union Counter to City Proposal #06  
**ARTICLE 28 - HEALTH AND SAFETY**

Section H. Enhanced Employee Assistance Program (EAP)

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

**Article 28. Section H. Enhanced Employee Assistance Program (EAP)**

*Section A: Enhanced Coverage*

All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs 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 if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be on the employees own time or by utilization of sick leave per Article 17.

In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment.

*Section B: Standard Coverage*

All other personnel will be participants in the standard EAP program offered by the City. All employees' dependents will have access to standard EAP.

*Section C: Participation in EAP*

*The City recognizes that most personal problems can be successfully treated provided they are identified and a referral is made for the appropriate type of care. An employee's work performance can be affected by their own personal problems or the problems of an employee's partner and other dependents. Early assistance is strongly recommended.*

*The City fully funds the EAP program for employees. Participation in EAP does not jeopardize job security or career opportunities. Likewise, participation does not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies, including the Department's City's discipline policies and regulations.*

*Section D: Time off for Appointments*

*For the purpose of EAP counseling, employees are eligible to use sick leave in accordance with applicable Department City policies and regulations.*

*Section E: Self-Referral*

*The voluntary decision to request diagnosis and accept treatment for any problem is the personal responsibility of the individual. Employees with*

Printed Date: 5/10/2024

CU-1

5/10/2024

Fire Negotiations FY2025  
Union Counter to City Proposal #06  
**ARTICLE 28 - HEALTH AND SAFETY**

Section H. Enhanced Employee Assistance Program (EAP)

*problems for which the EAP can provide guidance or assistance are encouraged to voluntarily seek information, referral and related services, on a confidential basis, by contacting the employee assistance program provider.*

Section F: Supervisory Referral / Formal Referral

*This required HR and Legal approval. Supervisors should encourage employees to utilize the employee assistance program. ~~Employees may be required to participate in the EAP under circumstances specifically outlined in this CBA. benefit and may require an employee to seek EAP assistance. In some cases, a referral is required by a City policy or regulation, including but not limited to, the Drug Free Workplace regulation. Records pertaining to clients using the EAP will be maintained by the EAP contractor with the strictest confidentiality in accordance with the highest medical, legal, and ethical standards.~~ Records will not be released to the City without the written approval of the client or as allowed by law.*

Section G: Effectiveness of EAP

*Assertions regarding the effectiveness of EAP services shall not constitute either an excuse for substandard performance or a defense to disciplinary action if an employee's job performance is substandard.*

Written: HB 4/3/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

Notes In an effort to increase employee to access information on EAP privately we are looking to add language to the CBA so employees know the basics of the benefit. This does not change the scope of the benefit.



Fire Negotiations FY2025  
Union Counter to City Proposal #8  
Article 10 – Longevity Pay and Bilingual Incentive Program

TA Date: \_\_\_\_\_

TA Number: \_\_\_\_\_

City Rep: \_\_\_\_\_

Heather Buchanan

Union Rep: \_\_\_\_\_

Jordan VanEvery

NEW ARTICLE 10 – LONGEVITY PAY AND - BILINGUAL INCENTIVE PROGRAM

~~Section A. Every employee who, during the budget year completes five (5) years of service, shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x \$2204.98 x years of service. The “\$2,204.98” is an index number that shall not be adjusted by for the term of this agreement, new participants in the plan are still eligible, and employees are eligible to move up the scales annually until max.~~

~~Section B. In addition to any longevity pay provided in Section A above, paramedics shall be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See Schedule B.)~~

~~Section C. Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefit amount, method of payment and program administration. Those eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated based on start of participation in the program.~~

The City of Pocatello Bilingual Incentive Pay program is designed to encourage the availability of bilingual personnel when necessary to enhance customer service for Pocatello citizens.

Section A: Program Eligibility

~~Full time City e~~ Employees who work in a position that serves the public and have a reasonable likelihood of regular interaction with customers who speak a language other than English ~~may be considered~~ are eligible for participation.

Section B: Responsibilities of Participation

1. It is the responsibility of the employee participating in the program to be available, when required, to use their bilingual skill.
2. The participating employee may be required to use their skill in another department or City location, while on duty.
3. ~~The employee may be required to be available for call-out situations during non-working hours when the circumstances warrant.~~
4. ~~The employee may be required to work during periods of City-wide emergency response.~~
5. The employee is expected to maintain acceptable performance standards and remain proficient in the bilingual skill. Proficiency is demonstrated through successful completion of a competency exam every five years, beginning in fiscal year 2011.

Section C: Selection of Employees for Participation

~~It is at the discretion of the Fire Chief based on the business needs of the department to recommend an employee for participation in the bilingual pay incentive program. Written justification for the need for the bilingual skill in any one department must be submitted to the Human Resources Director for consideration. The justification must include a demonstrated public need that requires regular use of the bilingual skill.~~

D. Employee Benefit Payment Method and Amount

Employee will be paid a per pay check amount based on their level of proficiency as defined in the table. These levels are subject to change based on the testing vendor classifications; adoptions to level descriptions can be made administratively by agreement between the city Human Resources Director and Mayor and the Union. Any such changes will be communication via memo to the Union.

CU-2

5/10/2024



**Fire Negotiations FY2025**  
**Union Counter to City Proposal #8**  
**Article 10 – Longevity Pay and Bilingual Incentive Program**

| 3   | The candidate has no ability to interpret from one language to another.                                                                                                                                                                                                                                                                                                                                                                                                                                                        | no payment | no payment |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 4   | The candidate can interpret some isolated words and simple expressions. Speech is slow and accuracy is inconsistent.                                                                                                                                                                                                                                                                                                                                                                                                           | no payment | no payment |
| 5   | The candidate can interpret some phrases and simple sentences using subjects and verbs in the present tense. Vocabulary in the second language is limited. Speech is slow and accuracy is inconsistent.                                                                                                                                                                                                                                                                                                                        | no payment | no payment |
| 6   | The candidate is unable to interpret general discourse. While the candidate may be familiar with the subject matter for interpretation, pauses and hesitations affect the fluidity and understanding of the interpretation.                                                                                                                                                                                                                                                                                                    | no payment | no payment |
| 7   | The candidate can sometimes interpret short exchanges centering on routine and repetitive subject matter (for example, dates and time), but cannot interpret general discourse. The candidate controls most simple tenses, but cannot use advanced tenses. The candidate experiences difficulty reproducing the content accurately.                                                                                                                                                                                            | no payment | no payment |
| 8   | The candidate can interpret social and general conversation with a moderate degree of accuracy. The candidate controls all simple tenses, but avoids advanced tenses, causing some misunderstanding and affecting the accuracy of the interpretation. The candidate experiences some difficulty with normal rates of speech and may summarize content, thus compromising the integrity of the interpretation.                                                                                                                  | \$25.00    | \$650.00   |
| 9   | The candidate can interpret general and subject-specific conversations in most social and work-related settings. The candidate will experience some difficulty with topics that are advanced or too specialized, but is capable of conveying some nuanced language, as well as idioms and slang. Speech may be slower than that of a native speaker. The candidate will not always use advanced grammatical structures effectively and may cause misunderstandings based on the lack of ability to clearly convey the message. | \$40.00    | \$1,040.00 |
| 10  | The candidate can successfully interpret conversations on a broad range of subject matter, including some specialized subject matter, at a normal rate of speech and with a high degree of accuracy. They may experience difficulty with slang or advanced grammatical structures, but can convey the meaning of the discourse accurately. Errors in grammar may occur, but do not affect the meaning of the message.                                                                                                          | \$55.00    | \$1,430.00 |
| 11  | The candidate can interpret general and complex speech including idioms and slang with a high degree of accuracy. The candidate can interpret for a wide range of subject matter, including unfamiliar subject matter if some context is provided. Speech is fluid. Errors are rare and do not affect the meaning of the discourse.                                                                                                                                                                                            | \$70.00    | \$1,820.00 |
| 12  | The candidate can interpret all forms and styles of speech with a near-native degree of fluency in both languages. Speech is fluid. Errors are extremely rare and do not affect the meaning of the discourse.                                                                                                                                                                                                                                                                                                                  | \$85.00    | \$2,210.00 |
| 12+ | The candidate can interpret all forms of speech with a native degree of fluency in both languages. They speak with no errors, or quickly self-corrects any errors made. Interpretation is conducted at the highest professional standards possible.                                                                                                                                                                                                                                                                            | \$100.00   | \$2,600.00 |

Written: HB 3/5/2024

Presented: \_\_\_\_\_



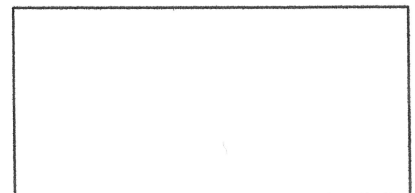
Fire Negotiations FY2025

Union Counter to City Proposal #8

Article 10 – Longevity Pay and Bilingual Incentive Program

NOTES

removed language *replacement language*



Fire Negotiations FY2025  
City Proposal #04  
Article 32: Social Security Replacement

TA Date: 5/10/24

TA Number: 1

City Rep: Heather Buchanan

Union Rep: Jordan VanEvery

**ARTICLE 32 - SOCIAL SECURITY REPLACEMENT**

~~Since~~ **For** Bargaining unit members **who** are not covered under the Social Security system, the following provisions will be in place:

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. **The employee will pay a** ~~provides a~~ 6.0% match ~~according to the schedule below, the employee will designate their desired match, expressed as a percentage of wages in whole percentage points up to 6%. The designated match is set at the rate indicated by individuals during insurance open enrollment in 2018. Individuals may elect to change their percentage 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 only be made for qualified life-changing events within thirty (30) days which include: change in marital status, a change in the number of eligible children, change in benefits eligibility, or a change in a family member's benefits eligibility because of a change in his or her eligibility or coverage under another employer's plan and proof of such a change must be available upon Human Resources request. For those members who participate in the replacement program the City shall provide an additional~~ 0.2% of wages that would have been subject to Social Security taxes for said employee to be placed into the employees PERSI choice 401K plan for the first 1% contribution; **the schedule is as follows.**

| <u>Member Contribution</u> | <u>City Match</u> |
|----------------------------|-------------------|
| <u>0%</u>                  | <u>0%</u>         |
| <u>1%</u>                  | <u>1.2%</u>       |
| <u>2%</u>                  | <u>2.2%</u>       |
| <u>3%</u>                  | <u>3.2%</u>       |
| <u>4%</u>                  | <u>4.2%</u>       |
| <u>5%</u>                  | <u>5.2%</u>       |
| <u>6%</u>                  | <u>6.2%</u>       |

Employees are eligible to contribute additional money to their PERSI Choice account, but cannot drop below a 6% enrollment for the match. Those individual elections can be changed at any time and do not require a qualifying event.

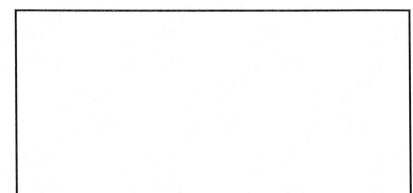
Parties believe that placement of the refund and matching amounts in the PERSI 401k plan allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI base plan payments, worker's compensation or other taxes and payments. Parties agree to work together to make the payments in a manner which maximizes the benefit for members and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be avoided, the City of Pocatello shall not be responsible for additional taxes or payments in excess of what is received in any refund or what was previously being paid as the employer's share of social security. Such additional taxes or payments will be assessed to the member recipient.

Written: HB 3/5/2024

Presented: \_\_\_\_\_

**NOTES**

~~removed language~~ **replacement language**





Fire Negotiations FY2025  
City Proposal #5  
Article 9  
Section C: Direct Deposit and Access to Pay Stubs

TA Date: 5/10/24

TA Number: 2

City Rep: HB  
Heather Buchanan

Union Rep: J VanEvery  
Jordan VanEvery

ARTICLE 9 – BASE PAY

**Section C. Direct Deposit and Access to Pay Stubs**

Employees shall participate in mandatory direct payroll deposit. *First pay checks, and any checks that occur after a direct deposit account change, may result in paper check or a pre-paid card due to the pre-note process utilized to accurately check bank account validity.* This plan shall make the employee's deposit available no later than the normal pay date. ~~Paycheck stubs will accurately itemize and display income, insofar as there is sufficient space on the existing stub forms.~~ *Pay Check stubs will be based on the City's financial system standard. Options to receive a pay stub may include an email or access to a secure employee portal.*

Written: HB 3/8/2024

Presented: \_\_\_\_\_

NOTES

- Clarity on direct deposit process for new hires and account changes
- Pay check stub delivery

~~removed language~~ *replacement language*

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**ARTICLE 28 - HEALTH AND SAFETY**

Section H. Enhanced Employee Assistance Program (EAP)

TA Date: 5/10/24  
TA Number: 3  
City Rep: [Signature]  
Heather Buchanan  
Union Rep: [Signature]  
Jordan VanEvery

**Article 28. Section H. Enhanced Employee Assistance Program (EAP)**

*Section A: Enhanced Coverage*

All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs 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 if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be on the employees own time or by utilization of sick leave per Article 17.

In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment.

*Section B: Standard Coverage*

All other personnel will be participants in the standard EAP program offered by the City. All employees' dependents will have access to standard EAP.

*Section C: Participation in EAP*

*The City recognizes that most personal problems can be successfully treated provided they are identified and a referral is made for the appropriate type of care. An employee's work performance can be affected by their own personal problems or the problems of an employee's partner and other dependents. Early assistance is strongly recommended.*

*The City fully funds the EAP program for employees. Participation in EAP does not jeopardize job security or career opportunities. Likewise, participation does not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies, including the Department's City's discipline policies and regulations.*

*Section D: Time off for Appointments*

*For the purpose of EAP counseling, employees are eligible to use sick leave in accordance with applicable Department City policies and regulations.*

*Section E: Self-Referral*

*The voluntary decision to request diagnosis and accept treatment for any problem is the personal responsibility of the individual. Employees with*



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**ARTICLE 28 - HEALTH AND SAFETY**

Section H. Enhanced Employee Assistance Program (EAP)

*problems for which the EAP can provide guidance or assistance are encouraged to voluntarily seek information, referral and related services, on a confidential basis, by contacting the employee assistance program provider.*

Section F: Supervisory Referral / Formal Referral

*This required HR and Legal approval. Supervisors should encourage employees to utilize the employee assistance program. Employees may be required to participate in the EAP under circumstances specifically outlined in this CBA.~~benefit and may require an employee to seek EAP assistance. In some cases, a referral is required by a City policy or regulation, including but not limited to, the Drug Free Workplace regulation. Records pertaining to clients using the EAP will be maintained by the EAP contractor with the strictest confidentiality in accordance with the highest medical, legal, and ethical standards.~~ Records will not be released to the City without the written approval of the client or as allowed by law.*

Section G: Effectiveness of EAP

*Assertions regarding the effectiveness of EAP services shall not constitute either an excuse for substandard performance or a defense to disciplinary action if an employee's job performance is substandard.*

Written: HB 4/3/2024

Presented: \_\_\_\_\_

NOTES

~~removed language~~ replacement language

Notes In an effort to increase employee to access information on EAP privately we are looking to add language to the CBA so employees know the basics of the benefit. This does not change the scope of the benefit.