




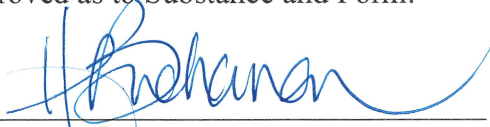
Fire Union Negotiation Meeting Minutes

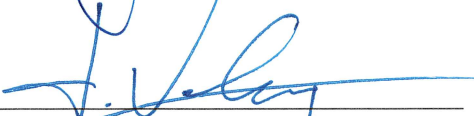
Meeting Date & Time:	Friday, May 24, 2024; 8:30 a.m.	
Attendee	Position	Company/Department
Heather Buchanan	Human Resources Director	Human Resources
Jared Johnson	City Attorney	Legal
Jordan VanEvery	President, IAFF #187	Fire
Adam Davis	Vice President, IAFF #187	Fire
Scott Lockhart	Secretary, IAFF #187	Fire
Eric Anderson	Treasurer, IAFF #187	Fire
Marcus Andrews	E-Board	Fire
Sam Morris	Member	Fire
Curtis Smith	Negotiator	Fire
Matt Kerbs	Deputy City Attorney	Legal
Meeting Notes		
<u>City of Pocatello and IAFF #187 Union Negotiations</u>	Meeting opened at 8:30 a.m.	
	<ul style="list-style-type: none"> ▪ Heather Buchanan opened the meeting. ▪ H. Buchanan asks for a third member to be added to the City team, Matt Kerbs. J. VanEvery agrees. ▪ H. Buchanan and J. VanEvery discuss outstanding proposals and address questions. ▪ H. Buchanan introduces C-20(b) which incorporates job descriptions for Firefighter, Engineer, Paramedic Lieutenant, Fire Marshal, Fire Captain, and Battalion Chief. ▪ Caucus 9:25 a.m. – 11:47 p.m. ▪ M. Kerbs joins the City team after the caucus. ▪ Tentative agreements were reached on the following: C-1, Collective Bargaining Agreement with incorporated MOUs since 2021 CBA, TA-7. C-16, Prescription Medicine as a new section, TA-8. ▪ J. VanEvery introduces counter proposal CU-6 to CC-1 to CU-2 to C-8, regarding Bilingual Incentive Program. ▪ J. VanEvery introduces counter proposal CU-7 to C-13, which adjusts sick leave rate accumulation, adds to Section C, and adds other specified language within Article 17 of the CBA. 	

- J. VanEvery reiterates they are working through the outstanding proposals.
- H. Buchanan introduces **C-21** which corrects the name of MERP within Article 17 of the CBA.
- Tentative agreement was reached on C-21, Article 17 Accumulation of Sick Leave and Article 13 Post Employment Health Plan, **TA-9**.
- H. Buchanan introduces **C-22** which adds section headings within Article 36 of the CBA and moves the start date of negotiations from June 1 to March 15.
- H. Buchanan introduces **C-23** which adds specified language and Section B within Article 20 of the CBA.
- H. Buchanan introduces **C-24** which addresses base pay as tied to the City's proposed new scale (C-20 and C-20a) within Article 9 of the CBA for FY24, FY25, FY26, and FY27.
- H. Buchanan introduces counter proposal **CC-2** to CU-4 to C-19, regarding the Medical Coverage Program.
- H. Buchanan introduces **C-25** which introduces pay grade scale for day shift employees.
- H. Buchanan will cancel the meeting for 5/28/24 to allow time to review proposals introduced today.
- **Caucus 12:21 p.m. – 2:17 p.m.**
- Matt Kerbs introduces himself and is filling in for Jared Johnson this afternoon.
- H. Buchanan retracts C-25 and replaces it with **C-25 Revision** which corrects hourly rate for Medical Billing Specialist.
- H. Buchanan introduces **CC-3** to CU-6 to CC-1 to CU-2 to C-8, regarding Bilingual Incentive Program.
- J. VanEvery introduces **U-5** which addresses medical certifications and physical agility testing for fit for duty qualifications.
- J. VanEvery wants to clarify that CU-4 is not being considered by the City. H. Buchanan states there was a counter, CC-2, to CU-4 so there are two proposals currently outstanding related to C-19.
- Scott Lockhart discusses the wage increases within the current CBA compared to CPI increases.
- H. Buchanan discusses the new pay table implementation and budgeting constraints.
- H. Buchanan shows budget snapshot examples.
- **Meeting adjourned at 2:56 p.m.**

By: 
 Maresa Wimbish, Legal Department

Approved as to Substance and Form:

By: 
 Heather Buchanan, Human Resources Director

By: 
 Jordan VanEvery, President IAFF #187

**CITY OF POCATELLO
CLASSIFICATION SPECIFICATION**



Position Title:	Firefighter		
Pay Grade:	FF1	FLSA Status	Non-Exempt
Firefighter w/Paramedic	FF2		
Department	Fire and Ambulance	Supervised By:	Fire Captain
FTE:		Position #:	
Date Established:	08/2022	Date of Review:	Date of Revision: 04/2024

CLASSIFICATION SUMMARY

Incumbents perform skilled firefighting and emergency medical duties aimed at saving life and property including combating, extinguishing, and preventing fires, rescue, and emergency medical techniques and methods. Incumbents are accountable for the protection of life and property through the timely and effective response to fire and medical emergencies.

Incumbent serves as a member of firefighting crews and operates fire, rescue, and emergency medical equipment. Performs physically demanding tasks in hazardous and stressful conditions. Work is performed under general supervision and requires careful judgment.

Firefighter w/Paramedic Stipend: in addition to firefighting duties, this position may respond to emergency medical and trauma incidents in Bannock County. Incumbents provide in field advanced life support triage, assessment, treatment and transportation of patients to emergency department physicians of local primary care facilities and treats patients within their licensure level according to the Division of Public Health – Idaho Bureau of Emergency Medical Services and Medical Director.

- Must be a certified Paramedic in the State of Idaho

ESSENTIAL DUTIES AND RESPONSIBILITIES *(illustrative only and may vary by assignment)*

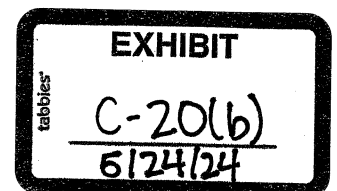
Respond to emergency and non-emergency incidents; provide appropriate services as required including rescue and fire suppression; emergency medical services; search and rescue for trapped or injured persons; assist with weather emergencies, respond for hazmat incidents, assist civilians and resolve citizens problems.

Provides in-field advanced life support care to medical and trauma patients. Examines patients at emergency scenes and establishes priorities for treatment. Communicates with the hospital emergency room staff. Provides all treatment according to protocol, or standing orders, including ECG monitoring, administering IV fluids and medications, defibrillation, intubation, splinting and bandaging, and other treatments necessary for stabilization of patients prior to arrival at the emergency room. Cleans and makes serviceable equipment used at medical scenes.

Respond to fire alarms with a designated fire company working on the scene at fire emergencies and performs fireground operations and emergency support activities while wearing protective ensembles and self-contained breathing apparatus (SCBA), including but not limited to hose and extinguisher operations, using suppression and agents such as water, foam and chemicals, ground ladder operations, forcible entry, ventilation, search, rescue, salvage, clean up and overhaul operations before and after fires to remove hazards and protect property.

Perform on-scene rescue and assistance, including systematic search and evacuation procedures, using location and excavation devices to safely locate, extricate, and transport victims while constantly reassessing the scene with regard for safety.

Classification Title: Fire Fighter



- 32 Respond to a variety of hazardous materials incidents; neutralize and contain hazardous agents and evacuates areas
33 and persons at risk; perform defensive or offensive activities which will be dependent upon levels of certification in
34 accordance with state and federal regulations; maintain knowledge and training about hazardous materials.
- 35 Communicates with required internal and external personnel, including but not limited to appropriate coordination of
36 apparatus, equipment, and personnel; following orders as given by superior officers at an emergency scene; observing,
37 collecting, and relaying information to officer or Fire Investigator/Marshal for incident scene evaluation.
- 38 Operates and drives various apparatus and emergency vehicles, and performs various tasks associated with driving
39 either as primary or acting driver, operates, inspects, cleans, and maintains supplies, materials, and equipment aboard
40 rescue vehicles.
- 41 Operates as an EMT or Paramedic according to established medical protocols. Complies with licensure requirements
42 according to the Idaho Bureau of EMS.
- 43 Performs triage and assesses care and resource needs; calms or reassures emotionally distressed victims, family
44 members of victims, and / or witnesses at an incident scene and separates bystanders from treatment area.
- 45 Maintain overall health and personal wellness (physical, mental and emotional). Participates in mandated wellness
46 activities, critical incident stress debriefings and other programming set forth by the department. Maintains high levels
47 of stamina and endurance to perform duties in highly stressful, hazardous or life-threatening situations through the
48 completion of Department mandatory physical fitness programs and evaluation.
- 49 Participates in fire-fighting drills and organized formal classes, scenario-based training, online training in techniques of
50 fire suppression and prevention, apparatus operations, the handling of hazardous materials (HAZMAT) and HAZMAT
51 incidents, extrication of victims, emergency medical aid, lifesaving, and other emergency-disaster situations; conducts
52 special training and demonstrations utilizing training and leadership skills. Read internal memos and bulletins to keep
53 apprised of new department operations and procedures, knowledgeable of inspection regulations, fire prevention laws
54 and codes, and studies local geography and conditions affecting fire operations.
- 55 Complete all training requirements to certify in the Pocatello Fire Department Step-up Driver Certification program.
- 56 Performs public relations duties; performs demonstrations of equipment and techniques, addresses civic, school, and
57 special interest groups; and conducts tours. Produce and present public education information dealing with both fire
58 and medical topics under a variety of circumstances as necessary.
- 59 Prepares and submits a variety of reports related to fire department activity including by not limited to fire incident
60 reports, vehicle repair requests, and patient care reports.
- 61 Maintains familiarity with the city street network, hydrant system, physical infrastructure, and buildings. Participates
62 in pre-fire plan activities.

63 Function as an integral component of a mission driven team in high-risk environments, where failure may result in risk
64 of injury or death to civilians or other team members.

65 Perform other related job duties and related job tasks as assigned through the chain of command.

66 **CLASSIFICATION REQUIREMENTS**

67 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
68 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position. .

- 69 **Knowledge of:**
70 • Fire Department tactics and strategies; department standard operating procedures; fire-fighting equipment types
71 and their most appropriate and effective use; fire-fighting methods, techniques, and procedures.
72 • City and county roads and means of access; equipment maintenance and care.
73 • Working knowledge of state and city codes, laws, regulations, and ordinances related to fire prevention; fire vehicle
74 equipment; emergency medical techniques, procedures and first-aid; interpersonal communication skills.
75 • Principles of leadership and supervision.

- 76 **Skill and Ability to:**
77 • Highly skilled in the use of standard fire-fighting equipment and heavy extrication; recognize hazardous materials;
78 communicate while wearing PPE and SCBA under conditions of high background noise, poor visibility, and
79 drenching from hose-lines and or sprinklers; complete assignments in a timely fashion;
80 • Solve critical, time-sensitive, complex problems during physical exertion in stressful, hazardous environments;
81 • Provide guidance to lower class firefighters.
82 • Operate basic office equipment; operate a personal computer and job-related software and applications;
83 • Maintains a professional demeanor at all times; communicate effectively in the English language at a level
84 necessary for efficient job performance;
85 • Understand and comply with all rules, policies and regulations.

86 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSES AND/OR CERTIFICATIONS**

87 **Required Certifications/Qualifications:**

- 88 • Must have completed 1st year PFD task book by the end of year 1
89 • Must have completed 2nd year PFD task book by the end of year 2
90 • Must have completed Step-up Driver/Operator requirements by the end of year 3
91 • Must be E.M.T. (Emergency Medical Technician) Certified.
92 • Must possess ICS 100, 200, and IS 700, 800 by the end of year 1
93 • HazMat Operations Certification
94 • Firefighter I by the end of year 1 and II Certification by the end of year 2
95 • Must maintain a current and valid Idaho driver's license
96 • Firefighter w/Paramedic: Must be a certified Paramedic in the State of Idaho

97 **Ongoing Annual Evaluations/Tests and Medical Visits**

- 98 • NFPA 1582 Annual Physical
99 • Physical Fitness Work Performance Evaluation Test
00 • Enhanced Employee Assistance Program Wellness Visit

01 **PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT**

02 This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force, and
03 occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work can include
04 searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 200lbs to
05 safety despite hazardous conditions and low visibility.

06 Additional physical efforts include:

- 07 • performing firefighting operations while wearing heavy (about 50 lbs.) protective clothing and gear in
08 extremely hot and toxic environments
09 • climbing ladders up to 100+ feet
10 • work in enclosed and confined spaces with limited visibility, fatigue, flashing lights, sirens, and other
11 distractions.

- Worker is frequently exposed to outdoor weather conditions, vibration, fumes, bloodborne pathogens, or airborne particles, and may be required to wear self-contained breathing apparatus or specialized personal protective equipment
- Performance of essential functions may be performed in high, precarious places, and may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, weather, temperature, noise extremes, hazardous materials, traffic hazards, bright/dim lights, explosives, disease, or pathogenic substances.

Work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision, and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound

Work regularly requires speaking or hearing, using hands to finger, handle, or feel, standing, walking, stooping, kneeling, crouching, crawling, reaching with hands and arms, climbing or balancing, pushing or pulling, lifting, and repetitive motions.

Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities
Considerable exposure to stressful situations as a result of human behavior while responding to emergency and non-emergency situations.

Unconventional working hours. During prolonged emergency operations, may be required to work without sleep for extended periods, including shift rotations. May be required to respond to fire stations or scenes during evolving or prolonged incidents outside of scheduled shifts.

EQUIPMENT (including but not limited to)

- Two-way radio
- Computers and peripheral equipment
 - e.g., personal computer, computer terminals, tablet, smart device, email
- Firefighting apparatus, tools, and equipment
 - e.g., vehicles, ladders, hoses, hydrants, extinguishers, hand tools, electrical and pneumatic devices, Thermal Imaging Camera, power tools, brooms, squeegees, pumps, pike poles, saws, etc.
- Rescue equipment
 - e.g., rescue harnesses, ropes, backboards, shovels, picks, spades
- Emergency medical tools, equipment, and devices
 - e.g., cardiac monitor and defibrillator, equipment used for airway management, patient immobilization and conveyance, splinting and hemorrhage control, IV (intravenous) insertion, medication administration
- Personal protective equipment (PPE)
 - e.g., bunker gear, face shield, gloves, masks, self-contained breathing apparatus (SCBA), etc.

Disclaimer

The physical effort characteristics and working environment described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions, through an interactive ADA process The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this

55 classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of
56 personnel so classified. Job descriptions are not intended to and do not imply or create any employment,
57 compensation, or contract rights to any person or persons. This job description supersedes earlier versions.
58

Position Notes	CBA Fire
Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	Fire Fighter Probationary Firefighter, Firefighter 2 nd Class
Historical Pay Grade:	
Tied to Other Positions:	CBA Fire
Project Codes:	

59

CITY PROPOSAL #22 FY2025

CITY OF POCATELLO
CLASSIFICATION SPECIFICATION



Position Title:	Engineer			
Pay Grade:	FF3	FLSA Status	Non-Exempt	
Engineer w/Paramedic	FF4			
Engineer ARFF	FF5			
Engineer ARFF w/Paramedic	FF6			
Department	Fire and Ambulance	Supervised By:	Fire Captain	
FTE:	15	Position #:		
Date Established:	8/2022	Date of Review:	3/2024	Date of Revision: 05/2024

CLASSIFICATION SUMMARY

This position, reporting to the Fire Officer (Shift Captain), is responsible for the operation of various heavy (GVW in excess of 10,000 lbs.) firefighting apparatus in both emergency and non-emergency situations. This is a specialized engineering work requiring technical knowledge in operations of heavy fire fighting apparatus, modern firefighting techniques, and skill in driving heavy and oversized vehicles.

Performs a variety of advanced level firefighting and Emergency Medical Technician duties. In addition to engineer and firefighter duties, this position is accountable for respond to emergency medical and trauma incidents in Bannock County and the Pocatello Regional Airport.

Performs physically demanding tasks in hazardous and stressful conditions. Works with fire officers, paramedics, firefighters, and other engineers. Provides close supervision to new recruits in training and acts as supervisor in absence of Fire Officer. Work is performed under general supervision and requires careful judgment.

Engineer w/Paramedic Stipend: Incumbent may be required to respond to emergency medical and trauma incidents in Bannock County and the Pocatello Regional Airport. Incumbents provide in-field advanced life support triage, assessment, treatment, and transportation of patients to emergency department physicians of local primary care facilities and treats patients within their licensure level according to the Division of Public Health - Idaho Bureau of Emergency Medical Services, and Medical Director.

- Must be a certified Paramedic in the State of Idaho

Engineer Aircraft Rescue Firefighter (ARFF) Stipend: Provides fire protection, rescue, emergency medical, services and property protection for the Pocatello Regional Airport.
The initial and recurrent training curriculum must include all areas as defined in 14 CFR Part 139.319(i) 2

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

Responds to fire alarms, technical rescues, medical calls, emergency/accidents and assists in fire suppression through the operation of fire or rescue apparatus and equipment.

Provides in-field advanced life support care to medical and trauma patients. Examines patients at emergency scenes and establishes priorities for treatment. Communicates with the hospital emergency room staff. Provides all treatment according to protocol, or standing orders, including ECG monitoring, administering IV fluids and medications, defibrillation, intubation, splinting and bandaging, and other treatments necessary for stabilization

28 of patients prior to arrival at the emergency room. Cleans and makes serviceable equipment used at medical
29 scenes.

30 Maintains thorough knowledge of firefighting resources such as equipment, water supply, and communications.
31 Maintains thorough knowledge of geography, roads and other means of access, target hazards, safety, operations
32 evolutions, as well as standard operating guidelines.

33 Maintains thorough knowledge of the proper use and maintenance of heavy firefighting apparatus. Performs daily
34 checks of all components of apparatus to ensure serviceability. Performs periodic and minor level maintenance
35 and repairs and on Fire Department apparatus, equipment, and stations as assigned. Notifies Fire Officer when
36 equipment condition requires repair beyond the level of station ability.

37 Safely drives a variety of heavy firefighting apparatus in compliance with the laws of the State of Idaho and Fire
38 Department policies and procedures. Responds with an assigned company as dispatched and drives apparatus
39 transporting personnel and equipment. At the emergency scene, carries out orders of Fire Officers in the
40 placement and operation of firefighting apparatus for fire suppression, rescue, and property conservation
41 operations. Participates with other members in laying of hose lines, search and rescue, ventilation, salvage and
42 overhaul, and other activities necessary for handling emergency situations. Maintains safety of self and other
43 members of the firefighting team and assists in the cleaning and service of fire equipment and apparatus.

44 While wearing personal protective ensembles and self-contained breathing apparatus (SCBA), perform firefighting
45 tasks including hose-line operations, extensive crawling, lifting, and carrying heavy objects, ventilating roofs or
46 walls using power or hand tools, forcible entry, rescue operations, and other emergency response actions under
47 stressful conditions.

Function as an integral component of a team, where sudden incapacitation of a member can result in mission
failure or in risk of injury or death to civilians or other team members.

50 Participates in fire-fighting drills and organized formal classes in techniques of fire suppression and prevention,
51 emergency medical aid, lifesaving, and other emergency-disaster situations; conducts special training and
52 demonstrations utilizing training and leadership skills.

53 Maintains high levels of stamina and endurance to perform duties required on emergencies through the
54 completion of Department mandatory physical fitness programs and evaluation.

55 Complete all training requirements to certify in the Pocatello Fire Department Step-up Captain Certification
56 program.

57 Performs public relations duties; addresses civic, school, and special interest groups; conducts tours. Produce and
58 present public education information dealing with both fire and medical topics under a variety of circumstances
59 as necessary.

60 Prepares and submits a variety of reports related to fire department activity; examples include fire incident
61 reports, EMS reports, and personnel evaluations.

62 Performs related work as assigned through the chain of command.

63 **The Aircraft Rescue Firefighter (ARFF)** provides fire protection, rescue, emergency medical services and property
64 protection for the Pocatello Regional Airport. Duties include maintaining ARFF readiness 24/7; ensuring response
65 capabilities of both personnel and equipment to meet FAA and department standards and maintaining
documentation of required training; coordinating emergency response to the airport by responding city

67 companies; inspecting refueler facilities and fuel storage areas; providing emergency medical assistance on the
68 airport property; instructing airport personnel on FAA mandated requirements; conducting station tours and
providing public education; interfacing with other agencies and airport personnel for emergency drills and
70 preparedness activities and planning; and performing the duties of a line Fire Captain.

71 **Engineer w/Paramedic** provides in-field advanced life support care to medical and trauma patients. Examines
72 patients at emergency scenes and establishes priorities for treatment. Communicates with the hospital
73 emergency room staff. Provides all treatment according to protocol, or standing orders, including ECG monitoring,
74 administering IV fluids and medications, defibrillation, intubation, splinting and bandaging, and other treatments
75 necessary for stabilization of patients prior to arrival at the emergency room.

76 **CLASSIFICATION REQUIREMENTS**

77 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
78 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

79

80 **Knowledge of:**

- 81 • Modern fire apparatus operation, water supply, fire service hydraulics and operation of water distribution
82 systems; modern principles and practices of fire prevention, fire suppression, fire behavior.
- 83 • Lifesaving and rescue, public education, city geography, fire hazards and firefighting resources; how changing
84 weather and atmospheric patterns affect fire patterns and fire suppression tactics.
- 85 • Modern supervisory & interpersonal communication skills, training methods including those most pertinent
86 to the fire department.
- 87 • Incident Command System: rules and regulations related to mutual aid, joint use agreements, union contracts,
88 general orders, special orders and memorandum issued by Chief's office; fire investigation.

89 **Skill and Ability to:**

- 90 • Considerable skill in the use and operation of mechanical and automotive fire equipment.
- 91 • Solve critical, time-sensitive, complex problems during physical exertion in stressful, hazardous environments.
- 92 • Provide guidance to peers and other firefighters; communicate while wearing PPE and SCBA under conditions
93 of high background noise, poor visibility, and drenching from hose- lines and or sprinklers.
- 94 • Operate a personal computer and job-related software and applications; perform strenuous physical labor;
95 work in all weather extremes.
- 96 • Work shift work and extended work hours; work in dangerous environments where accident and injury are
97 not uncommon; develop effective working relationships with supervisors, fellow employees, and the public.
- 98 • Prepare department-related reports in a clear and understandable manner; use mathematical formulas for
99 computing hydraulics, fire containment and extinguishment practices and procedures.

100 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSES AND/OR CERTIFICATIONS**

101 Must have 3 years' experience in fire suppression.

102 **Special Qualifications:**

- 103 • Must complete the Pocatello Fire Department Step-up Captain Certification program
- 104 • Must be E.M.T. (Emergency Medical Technician) Certified
- 105 • Must possess ICS 100, 200, and IS 700, 800
- 106 • Must possess HazMat Operations Certification
- 107 • Must possess Firefighter I and II Certification
- 108 • Must maintain a current and valid Idaho driver's license
- 109 • Engineer w/Paramedic: Must be a certified Paramedic in the State of Idaho

110 **Ongoing Annual Evaluations/Tests and Medical Visits**

- 111 • NFPA 1582 Annual Physical
- 112 • Must complete annual Physical Fitness Work Performance Evaluation Test

- Must complete annual Enhanced Employee Assistance Program Wellness Visit

CAPTAIN ARFF – Airport Rescue Firefighter Requirements:

The initial and recurrent training curriculum must include all areas listed below as defined in 14 CFR Part 139.319(i) 2.

- Airport familiarization including SIDA badging
- Aircraft familiarization.
- Rescue and firefighting personnel safety.
- Emergency communications systems on the airport, including fire alarms.
- Use of fire hoses, nozzles, turrets, and other appliances.
- Applications of extinguishing agents.
- Emergency aircraft evacuation assistance.
- Firefighting operations.
- Adapting structural rescue and firefighting equipment for aircraft rescue and firefighting.
- Aircraft cargo hazards.
- Familiarization with fire fighters' duties under the airport emergency plan.

Additional training, which includes - Live-Fire Drills, Hands-On Training (HOT), and Emergency Medical Training

To stay in compliance the department has instituted training requirements beyond the minimum standards. Current initial and recurrent training requirements are outlined in SOG 5807 ARFF Certification.

PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT

This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force, and occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work can include searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing over 200lbs to safety despite hazardous conditions and low visibility.

Additional physical efforts include:

- performing firefighting operations while wearing heavy (about 50 lbs.) protective clothing and gear in extremely hot and toxic environments
- climbing ladders up to 100+ feet
- work in enclosed and confined spaces with limited visibility, fatigue, flashing lights, sirens, and other distractions.
- Worker is frequently exposed to outdoor weather conditions, vibration, fumes, bloodborne pathogens, or airborne particles, and may be required to wear self-contained breathing apparatus or specialized personal protective equipment.
- performance of essential functions may be performed in high, precarious places, and may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, weather, temperature, noise extremes, hazardous materials, traffic hazards, bright/dim lights, explosives, disease, or pathogenic substances.

Work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision, and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.

157 Work regularly requires speaking or hearing, using hands to finger, handle, or feel, standing, walking, stooping,
158 kneeling, crouching, crawling, reaching with hands and arms, climbing, or balancing, pushing or pulling, lifting, and
repetitive motions.

160 Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or
161 small parts, using of measuring devices, assembly, or fabrication of parts within arm's length, operating machines,
162 operating motor vehicles or equipment, and observing general surroundings and activities.

163 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
164 non-emergency situations.

165 Unconventional working hours. During prolonged emergency operations, may be required to work without sleep
166 for extended periods, including shift rotations. May be required to respond to fire stations or scenes during
167 evolving or prolonged incidents outside of scheduled shifts.

168 **EQUIPMENT (including but not limited to)**

- 169 ● Two-way radio
- 170 ● Computers and peripheral equipment
 - 171 ○ e.g., personal computer, computer terminals, tablet, smart device, email
- 172 ● Firefighting apparatus, tools, and equipment
 - 173 ○ e.g., vehicles, ladders, hoses, hydrants, extinguishers, hand tools, electrical and pneumatic devices,
 - 174 Thermal Imaging Camera, power tools, brooms, squeegees, pumps, pike poles, saws, etc.
- 175 ● Rescue equipment
 - 176 ○ e.g., rescue harnesses, ropes, backboards, shovels, picks, spades
- 177 ● Emergency medical tools, equipment, and devices
 - 178 ○ e.g., cardiac monitor and defibrillator, equipment used for airway management, patient
 - 179 immobilization, and conveyance, splinting and hemorrhage control, IV (intravenous) insertion,
 - 180 medication administration
- 181 ● Personal protective equipment (PPE)
 - 182 ○ e.g., bunker gear, face shield, gloves, masks, self-contained breathing apparatus (SCBA), etc.

183 **Disclaimer**

184 The physical effort characteristics and working environment described here are representative of those an
185 employee encounters while performing the essential functions of this job. Reasonable accommodations may be
186 made to enable individuals with disabilities to perform the essential functions, through an interactive ADA process
187 The above statements describe the general nature, level, and type of work performed by the incumbent(s)
188 assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and
189 skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any
190 employment, compensation, or contract rights to any person or persons. This job description supersedes earlier
191 versions.

Position Notes	CBA Fire
Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	Operator / Driver
Historical Pay Grade:	20F
Tied to Other Positions:	CBA Fire

CITY OF POCATELLO
CLASSIFICATION SPECIFICATION



Position Title:	Paramedic Lieutenant			
Pay Grade:	FF7	FLSA Status	Non-Exempt	
Department	Fire and Ambulance	Supervised By:	Battalion Chief	
FTE:	3	Position #:		
Date Established:	5/2024	Date of Review:	Date of Revision:	05/2024

1 CLASSIFICATION SUMMARY

2 The Paramedic Lieutenant is an advanced paramedic position that responds and supervises the medical response
3 of EMT's and Paramedics on an assigned shift.

4 The Paramedic Lieutenant works with the Fire Chief to determine and select appropriate training, establish training
5 practices and education opportunities to promote personal and professional development of EMT's and
6 Paramedics of the Pocatello Fire Department. The position works as a point of expertise during the shift to mentor
7 existing and new EMT's to ensure that clinical standards of service are maintained.

8 The Paramedic Lieutenant ensures prompt response to emergency and non-emergency calls through adherence
9 to policies and procedures. The Paramedic Lieutenant may make decisions regarding medical unit response, assign
10 shift personnel based on knowledge, training and staffing, and respond as Paramedic when needed.

11 The Paramedic Lieutenant is a qualified paramedic that will provide in-field advanced life support care to medical
and trauma patients. Examines patients at emergency scene and establishes priorities for treatment.
13 Communicates with hospital emergency room. Provides all treatment according to protocol, or standing orders,
14 including ECG monitoring, administering IV fluids and medications, defibrillation, intubation, splinting and
15 bandaging, and other treatments necessary for stabilization of patients prior to arrival at emergency room. Cleans
16 and makes serviceable equipment used at medical scene.

17 DISTINGUISHING CHARACTERISTICS:

18 Paramedic Lieutenant positions are distinguished from Firefighter and Fire Captain positions by the responsibility
19 for oversight of the EMS program components and supervision of Department personnel. An extensive knowledge
20 of EMS protocols, Department policies, procedures, and programs; and the responsibility for the supervision and
21 direction of personnel is required. This position is distinguished from the Fire Captain position by its primary
22 responsibility for and coordination of EMS activities rather than daily supervision of fire company activities.

23 ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

24 Provides direction, coordination, and oversight for on-scene emergency services personnel following established
25 medical protocols. Directs and guides through strategic leadership; overall scene safety; and the execution of the
26 patient care plan; makes critical decisions regarding strategic or tactical objectives necessary to keep life loss to a
27 minimum until relieved.

28 Enforces and reviews policies, programs, and procedures for EMS Operations.

29 Is accountable for responding to emergency medical and trauma incidents in Bannock County to provide in-field
advanced life support triage, assessment, treatment, and transportation of patients to emergency department
physicians of local primary care facilities and treats patients within their licensure level according to the Idaho
Bureau of EMS, and Medical Director.
32

- 33 Conducts reviews of all departmental patient care reports for accuracy, completeness, and quality assurance.
34 Conducts remedial training and coaching for department personnel to improve documentation.
- 35 Communicates with technical support for the patient care record platform and coordinates troubleshooting on
36 documentation-related issues.
- 37 Monitors inventory, ordering, and delivery of EMS equipment, supplies, distribution, and storage for assigned
38 stations.
- 39 May assume the role of Medical on Fire and/or EMS incidents functioning within the Incident Management
40 System.
- 41 Is an active member of shift leadership; directly supervises the development of new paramedics and/or Paramedic
42 Lieutenants to ensure developmental milestones are met; organizes, conducts, and assesses initial training of new
43 employees; oversees remedial training of field personnel; acts as a mentor to field employees to assist them with
44 personal growth and development.
- 45 Attends and participates in required on-duty continuing education for Paramedics. Prepares, participates, and
46 may present training and educational programs for the department, ancillary agencies, or the public as an EMS
47 Facilitator.
- 48 Works with the Training Division to implement ALS/BLS level EMS training for shift level delivery and conducts the
49 credentialing process for all field-qualified personnel as required by the Medical Director.
- 50 Completes performance evaluations for assigned personnel in coordination with the supervising Chief Officer.
51 Instructs and evaluates fire department personnel in medical care methods, techniques, and subjects.
- 52 Plans and directs the cleaning and maintenance of the assigned station, equipment, and assigned vehicles.
- 53 May participate in the pre-planning of medical response within the City of Pocatello, City of Chubbuck, and
54 Bannock County, and will consult with the Fire Marshal to resolve identified issues within the City limits.
- 55 Performs other duties as directed or required such as committees and assigned projects.
- 56 The employee must work the days and hours necessary to perform all assigned responsibilities and tasks. Must
57 be available to communicate with subordinates, supervisors, customers, vendors, and any other persons or
58 organization with whom interaction is required to accomplish work and employer goals.
- 59 The employee must be punctual and timely in meeting all requirements of performance, including, but not limited
60 to, attendance standards and work deadlines; beginning and ending assignments on time; and scheduled work
61 breaks, where applicable.

62 **CLASSIFICATION REQUIREMENTS**

63 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
64 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

65 **Knowledge of:**

- 66 • Modern principles and practices of fire prevention, fire suppression, lifesaving and rescue, public education,
67 city geography, fire hazards and firefighting resources, modern supervisory & interpersonal communication
68 skills, personnel management and motivation, training methods including those most pertinent to the fire
69 department, Incident Command System, rules and regulations related to mutual aid, joint use agreements,

70 union contracts, general orders, special orders and memorandum issued by Chief's office. Knowledge of fire
71 investigation and inspection techniques.

72 **Skill and Ability to:**

- 73 • Plan, organize and direct the implementation of overall EMS department programs and objectives; able to
74 direct and supervise various levels of EMS and professionals.
- 75 • Ability to evaluate performance without partiality; communicate effectively in the English language verbally
76 and in writing at a level necessary for efficient job performance; solve critical, time-sensitive, complex
77 problems during physical exertion in stressful, hazardous environments.
- 78 • Rapid analysis and determination of appropriate action in crisis situations; considerable skills in the use of
79 standard fire-fighting equipment; develop effective working relationships with local elected officials, city
80 merchants, subordinates, supervisors, fellow employees, and the public.
- 81 • Interpret and explain federal, state and city laws and department policies, codes, and regulations; skill in
82 communicating on a one-to-one basis and before groups for the purpose of obtaining or providing information,
83 gather and analyze data; ability to use computers and modern computer software programs to aid in training,
84 data management, reports, presentations, and daily communications.
- 85 • Ability to perform strenuous physical labor, work in all weather extremes, work shift work and extended work
86 hours, work in dangerous environments where accidents and injury are not uncommon.
- 87 • Prepare Department-related reports in a clear and professional manner.

88 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSE AND/OR CERTIFICATION**

- 89 • Must have 10 years' experience in fire suppression.
- 90 • The position requires an associate degree in Clinical Medical Specialist or equivalent combination of
91 experience, education, and training.
- 92 • Must be a certified Paramedic in the State of Idaho.
- 93 • A bachelor's degree is preferred.

94 **Specialized Qualifications:**

- 95 • Must possess Firefighter I and II Certification
- 96 • Must be IFSAC or equivalent Fire Company Officer I Certified
- 97 • Must be E.M.T. (Emergency Medical Technician) Certified
- 98 • Must possess ICS 100, 200, 300 and IS 700, 800
- 99 • Must possess HazMat Operations Certification
- 100 • Must maintain a current and valid Idaho driver's license.

101 **Ongoing Annual Evaluations/Tests and Medical Visits**

- 102 • NFPA 1582 Annual Physical
- 103 • Must complete annual Physical Fitness Work Performance Evaluation Test
- 104 • Must complete annual Enhanced Employee Assistance Program Wellness Visit

105 **PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT**

106 This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force,
107 and occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work
108 can include searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing
109 over 200lbs to safety despite hazardous conditions and low visibility.

110 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
111 non-emergency situations. Work includes protecting exposure to infectious bacteria, bodily fluids, and chemicals.

1 Strenuous and moderately heavy physical activity may be required. May be required to stand, walk, crawl, or sit in
1 uncomfortable positions for extended periods of time. Exposure to disagreeable elements such as cold, dampness,

114 heat from flame and burning material, toxic fumes, smoke, areas of dust, odors, mist and gases or other airborne
115 matter, and noise during daily situations.

116 Work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision,
117 and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken
118 word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required
119 to perceive information at normal spoken word levels and to receive detailed information through oral
120 communications and/or to make fine distinctions in sound

121 Work regularly requires speaking or hearing, using hands to finger, handle, or feel, standing, walking, stooping,
122 kneeling, crouching, crawling, reaching with hands and arms, climbing, or balancing, pushing, or pulling, lifting,
123 and repetitive motions.

124 Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or
125 small parts, using of measuring devices, assembly, or fabrication of parts within arm's length, operating machines,
126 operating motor vehicles or equipment, and observing general surroundings and activities.

127 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
128 non-emergency situations.

129 Unconventional working hours. During prolonged emergency operations, may be required to work without sleep
130 for extended periods, including shift rotations. May be required to respond to fire stations or scenes during
131 evolving or prolonged incidents outside of scheduled shifts.

132 **EQUIPMENT (including but not limited to)**

- 133 ● Two-way radio
- 134 ● Computers and peripheral equipment
 - 135 ○ e.g., personal computer, computer terminals, tablet, smart device, email
- 136 ● Firefighting apparatus, tools, and equipment
 - 137 ○ e.g., vehicles, ladders, hoses, hydrants, extinguishers, hand tools, electrical and pneumatic devices,
 - 138 Thermal Imaging Camera, power tools, brooms, squeegees, pumps, pike poles, saws, etc.
- 139 ● Rescue equipment.
 - 140 ○ e.g., rescue harnesses, ropes, backboards, shovels, picks, spades.
- 141 ● Emergency medical tools, equipment, and devices
 - 142 ○ e.g., cardiac monitor and defibrillator, equipment used for airway management, patient
 - 143 immobilization, and conveyance, splinting and hemorrhage control, IV (intravenous) insertion,
 - 144 medication administration.
- 145 ● Personal protective equipment (PPE)
 - 146 ○ e.g., bunker gear, face shield, gloves, masks, self-contained breathing apparatus (SCBA), etc.

147 **Disclaimer**

148 The physical effort characteristics and working environment described here are representative of those an
149 employee encounters while performing the essential functions of this job. Reasonable accommodations may be
150 made to enable individuals with disabilities to perform the essential functions, through an interactive ADA process
151 The above statements describe the general nature, level, and type of work performed by the incumbent(s)
152 assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and
153 skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any
154 employment, compensation, or contract rights to any person or persons. This job description supersedes earlier
versions.

Position Notes	CBA Fire
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Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	
Historical Pay Grade:	27F
Tied to Other Positions:	CBA Fire
Project Codes:	
Job Specific Expectations on File	n/a

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CITY PROPOSAL #22 FY2025

CITY OF POCATELLO
CLASSIFICATION SPECIFICATION



Position Title:	Fire Marshal				
Pay Grade:	FF8	FLSA Status	Non-Exempt		
Department	Fire and Ambulance		Supervised By:	Assistant Chief of Public Safety	
FTE:	1		Position #:		
Date Established:	08/2022	Date of Review:		Date of Revision:	05/2024

CLASSIFICATION SUMMARY

The Fire Marshal is responsible for internal and external fire prevention and “all risk” mitigation activities. Incumbents must work closely and cooperatively with community development staff, building officials, public works department, city engineers, architects, designers, contractors, and the public.

Must be able to make concise and technical written and oral reports; read and understand laws, codes and regulations. Participates in fire investigations to determine causes, including suspected arson, and prepare reports and findings.

The Fire Marshal is responsible for directing the inspection and fire investigation activities of the Fire Department through program development, training, assigning of inspection priorities and public education presentations to Fire Captains.

This position ensures that occupancies within the City of Pocatello comply with various life safety and fire codes through inspection programs and plan reviews for new and remodeled construction. The work is performed under the supervision of the Assistant Chief assigned over Public Safety & Tech Services. Challenges include resolution of adopted International Fire code issues while working with the City Building Department to approve certificate of occupancies and submitted architect plan compliance.

DISTINGUISHING CHARACTERISTICS:

The Fire Marshal is distinguished from Firefighter positions by their responsibility for the inspection of buildings and investigations of fire to determine cause. An extensive knowledge of fire codes and regulations, and investigation procedures is required to perform the duties of this position.

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

Provide technical expertise in the administration of projects, fire codes and plans review. As assigned by the Fire Chief, may serve as liaison with other governmental agencies and communities. This position plans, develops, coordinates and executes work relating to the activities, functions and programs related to fire inspection and code enforcement, investigations, and plans review.

Develop, trains, and supervises programs for classified fire department personnel to conduct fire inspections, pre-fire planning, and assist in fire investigations and public fire safety education.

This position is required to perform site plan reviews for remodels and new construction projects within the City of Pocatello.

Develop and deliver fire safety education presentations to the public using oral, written and audio-visual communication methods.

31 Attends meetings, conferences, workshops, and training sessions. Reviews publications and audio-visual
32 materials to become and remain current on the principles, practices and new developments for Fire Prevention.

33 Enhances the favorable relationship of the Pocatello Fire Department with architects, building contractors, and
34 the citizens of Pocatello through timely and appropriate response to inquiry and complaint regarding questions
35 of applicable Fire Code compliance.

36 Ensure that applicable codes and regulations necessary for safeguarding life and property from the hazards of fire,
37 panic, hazardous materials, and other related dangers are developed, adopted, interpreted, and enforced. Assigns
38 re-inspections for property found to be in violation of codes and secures corrections, works with property owners
39 to devise adequate safety standards where conditions are not specifically covered within the fire codes.

40 Provide fire scene investigations for the purpose of determining fire origin and cause coordinating the activities
41 of the investigation of arson, suspicious fires with appropriate law enforcement personnel having jurisdiction.
42 Provide an accurate and timely record of fire investigation reports. May be required to testify in a court of law
43 involving criminal cases or code enforcement related issues.

44 Consults with the Assistant Chief over Public Safety and other appropriate City personnel and officials with
45 questions on plan reviews, and programs relating to proposed administrative, operational, public education and
46 public relations improvement projects related to fire prevention.

47 Ensure that occupancies within the City of Pocatello comply with City adopted International Fire codes, Pocatello
48 Municipal Code and all other pertinent codes by providing accurate plan reviews for new and remodeled
49 construction.

50 Maintains accurate and complete records of completed fire inspections, permits issued, plans reviewed, and
51 public education projects and correspondence pertaining to the occupancies within the City of Pocatello using the
52 available data collection and retrieval systems.

53 Maintains high levels of stamina and endurance through the completion of the Department mandatory physical
54 fitness program and evaluations.

55 Performs related work as assigned through the chain of command.

56 **CLASSIFICATION REQUIREMENTS**

57 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
58 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

59 **Knowledge of:**

- 60 • Customer service principles and procedures; knowledge of City adopted International Fire Code, International
61 Building Code, International Mechanical Code, Sprinkler systems, and fire alarm systems;
62 • Principles and procedures of record keeping and reporting; functions and limits imposed by pertinent codes,
63 ordinances, statutes, and established department policy and adopted City Municipal Codes; modern office
64 functions, management, processes, and procedures; Fire Code interpretation and analysis.

65 **Skill and Ability to:**

- 66 • Plan, organize, prioritize multiple projects; analyze and interpret complex information and data; answer
67 inquiries and provide information for the public, other city departments, businesses and private citizens;
68 operate a personal computer and job-related software applications;

- 69 • Maintain a collaborative and cooperative working relationship with elected and appointed officials, other City
70 employees, and the public; maintain a professional demeanor at all times;
71 • Communicate effectively in the English language at a level necessary for efficient job performance; complete
72 assignments in a timely fashion; understand and comply with all rules, policies and regulations; perform all
73 duties in accordance with City policies and procedures with regard for personal safety and that of other
74 employees and the public; use computers, calculators, audio-visual, and cameras as well as basic firefighting
75 equipment such as fire extinguishers.

76 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSES AND/OR CERTIFICATIONS**

- 77 • Must have (8) years' experience in fire suppression.

78 **Special Qualifications:**

- 79 • Fire Inspector I Certification required within 2 years of promotion
80 • Fire Company Officer 1 Certified within 2 years of promotion
81 • Must possess Firefighter I and II Certification
82 • Must possess HazMat Operations Certification
83 • Must maintain a current and valid Idaho driver's license
84 • Must possess E.M.T. (Emergency Medical Technician) Certification
85 • Must possess ICS 100, 200, and IS 700, 800

86 **Ongoing Annual Evaluations/Tests and Medical Visits**

- 87 • NFPA 1582 Annual Physical
88 • Must complete annual Physical Fitness Work Performance Evaluation Test
89 • Must complete annual Enhanced Employee Assistance Program Wellness Visit

90 **PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT**

91 This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force,
92 and occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work
93 can include searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing
94 over 200lbs to safety despite hazardous conditions and low visibility.

95 Additional physical efforts include:

- 96 • performing firefighting operations while wearing heavy (about 50 lbs.) protective clothing and gear in
97 extremely hot and toxic environments
98 • climbing ladders up to 100+ feet
99 • work in enclosed and confined spaces with limited visibility, fatigue, flashing lights, sirens, and other
100 distractions.
101 • Worker is frequently exposed to outdoor weather conditions, vibration, fumes, bloodborne pathogens, or
102 airborne particles, and may be required to wear self-contained breathing apparatus or specialized
103 personal protective equipment.
104 • performance of essential functions may be performed in high, precarious places, and may require
105 exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity,
106 weather, temperature, noise extremes, hazardous materials, traffic hazards, bright/dim lights, explosives,
107 disease, or pathogenic substances.

108 Work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision,
109 and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken
110 word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required
111 to perceive information at normal spoken word levels and to receive detailed information through oral
1 communications and/or to make fine distinctions in sound.

113 Work regularly requires speaking or hearing, using hands to finger, handle, or feel, standing, walking, stooping,
114 kneeling, crouching, crawling, reaching with hands and arms, climbing or balancing, pushing or pulling, lifting, and
repetitive motions.

116 Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or
117 small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines,
118 operating motor vehicles or equipment, and observing general surroundings and activities.

119 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
120 non-emergency situations.

121 Unconventional working hours. During prolonged emergency operations, may be required to work without sleep
122 for extended periods, including shift rotations. May be required to respond to fire stations or scenes during
123 evolving or prolonged incidents outside of scheduled shifts.

124 **EQUIPMENT (including but not limited to)**

- 125 ● Two-way radio
- 126 ● Computers and peripheral equipment
 - 127 ○ e.g., personal computer, computer terminals, tablet, smart device, email
- 128 ● Firefighting apparatus, tools, and equipment
 - 129 ○ e.g., vehicles, ladders, hoses, hydrants, extinguishers, hand tools, electrical and pneumatic
 - 130 devices, Thermal Imaging Camera, power tools, brooms, squeegees, pumps, pike poles, saws, etc.
- 131 ● Rescue equipment
 - 132 ○ e.g., rescue harnesses, ropes, backboards, shovels, picks, spades
- 133 ● Emergency medical tools, equipment, and devices
 - 135 ○ e.g., cardiac monitor and defibrillator, equipment used for airway management, patient
 - 136 immobilization and conveyance, splinting and hemorrhage control, IV (intravenous) insertion,
 - 137 medication administration
- 138 ● Personal protective equipment (PPE)
 - 139 ○ e.g., bunker gear, face shield, gloves, masks, self-contained breathing apparatus (SCBA), etc.

139 **Disclaimer**

140 The physical effort characteristics and working environment described here are representative of those an
141 employee encounters while performing the essential functions of this job. Reasonable accommodations may be
142 made to enable individuals with disabilities to perform the essential functions, through an interactive ADA
143 process. The above statements describe the general nature, level, and type of work performed by the
144 incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities,
145 demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or
146 create any employment, compensation, or contract rights to any person or persons. This job description
147 supersedes earlier versions.

Position Notes:	CBA Fire
Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	Fire Prevention Captain, Days Captain
Historical Pay Grade:	
Tied to Other Positions:	no
Project Codes:	



**CITY OF POCATELLO
CLASSIFICATION SPECIFICATION**

Position Title:	Fire Captain				
Pay Grade:	FF9	FLSA Status	Non-Exempt		
Fire Captain w/Paramedic	FF10				
Fire Captain ARFF	FF11				
Fire Captain ARFF w/Paramedic	FF12				
Department	Fire and Ambulance	Supervised By:	Battalion Chief		
FTE:	15	Position #:			
Date Established:	08/2022	Date of Review:	Date of Revision:	05/2024	

CLASSIFICATION SUMMARY

This position serves as company officer and is accountable to supervise the emergency-response personnel of an assigned Fire Station. Leads and oversees advanced firefighting and emergency medical duties aimed at saving life and property including combating, extinguishing, and preventing fires, rescue and emergency medical techniques and methods.

Serves as a member of firefighting crews and operates fire, rescue, and emergency medical equipment. Reports directly to the Battalion Chief, but the individual must take initiative and exercise independent judgment.

Performs physically demanding tasks in hazardous and stressful conditions. Work is performed under limited supervision and requires careful judgment.

Captain w/Paramedic Stipend: Incumbent may be required to respond to emergency medical and trauma incidents in Bannock County and at the Pocatello Regional Airport. Incumbents provide in-field advanced life support triage, assessment, treatment, and transportation of patients to emergency department physicians of local primary care facilities and treats patients within their licensure level according to the Division of Public Health - Idaho Bureau of Emergency Medical Services, and Medical Director.

- Must be a certified Paramedic in the State of Idaho

Captain Aircraft Rescue Firefighter (ARFF) Stipend: Provides fire protection, rescue, emergency medical, services and property protection for the Pocatello Regional Airport.

The initial and recurrent training curriculum must include all areas as defined in 14 CFR Part 139.319(i) 2

ESSENTIAL DUTIES AND RESPONSIBILITIES (illustrative only and may vary by assignment)

Assures all personnel are prepared to operate fire apparatus and perform advanced firefighting and emergency medical duties aimed at saving life and property.

May serve as incident commander. Responds to emergency and non-emergency calls, develops strategies, and commands tactical operations and provides safety oversight at the scene as required; ensures all emergency response activities are conducted in a manner consistent with prescribed policies and guidelines and in a safe manner; often mitigates those incidents independently without assistance from staff officer personnel.

Under the direction of the Battalion Chief provides training to subordinates in various aspects of firefighting, fire prevention and emergency medical assistance by evaluating training needs, developing curricula, conducting training classes, and evaluating student performance and training effectiveness.

Cleans and makes serviceable equipment used at medical scenes.

- 30 Performs triage and assesses care and resource needs; calms or reassures emotionally distressed victims, family
31 members of victims, and / or witnesses at an incident scene and separates bystanders from treatment area.
- 32 Leads, assigns, directs, motivates, evaluates, and makes recommendations regarding discipline and
33 commendation of subordinates in order to maintain high morale, high productivity, and professional competence
34 and to ensure compliance with City/Fire Department policy and department standard operating guidelines.
- 35 Conducts and/or assists with less complex fire investigations to determine the cause, origin, and propagation path
36 of fires.
- 37 Complete all training requirements to certify in the Pocatello Fire Department Step-up Battalion Chief certification
38 program.
- 39 Supervise the effective operation of an assigned City Fire Station, associated grounds, and equipment through
40 regular inspection and maintenance.
- 41 Produce and present public education information dealing with both fire and medical topics under a variety of
42 circumstances as necessary.
- 43 Supervises the work and special projects assigned to his or her company.
- 44 Performs other related duties as assigned.

45 **Captain Aircraft Rescue Firefighter (ARFF)** provides fire protection, rescue, emergency medical services and
46 property protection for the Pocatello Regional Airport. Duties include maintaining ARFF readiness 24/7;
47 ensuring response capabilities of both personnel and equipment to meet FAA and department standards and
maintaining documentation of required training; coordinating emergency response to the airport by responding
49 city companies; inspecting refueler facilities and fuel storage areas; providing emergency medical assistance on
50 the airport property; instructing airport personnel on FAA mandated requirements; conducting station tours and
51 providing public education; interfacing with other agencies and airport personnel for emergency drills and
52 preparedness activities and planning; and performing the duties of a line Fire Captain.

53 **Captain w/Paramedic** provides in-field advanced life support care to medical and trauma patients. Examines
54 patients at emergency scenes and establishes priorities for treatment. Communicates with the hospital
55 emergency room staff. Provides all treatment according to protocol, or standing orders, including ECG monitoring,
56 administering IV fluids and medications, defibrillation, intubation, splinting and bandaging, and other treatments
57 necessary for stabilization of patients prior to arrival at the emergency room.

58 **CLASSIFICATION REQUIREMENTS**

59 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
60 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

61 62 **Knowledge of:**

- 63 • Fire Department tactics and strategies; department standard operating procedures; fire-fighting equipment
64 types and their most appropriate and effective use; fire-fighting methods, techniques, and procedures; city
65 and county roads and means of access; equipment maintenance and care.
- 66 • Working knowledge of state and city codes, laws, regulations, and ordinances related to fire prevention; fire
67 vehicle equipment; emergency medical techniques, procedures and first-aid; interpersonal communication
68 skills & principles of supervision, fire suppression, lifesaving and rescue, public education, city geography, fire
hazards and firefighting resources, modern supervisory & interpersonal communication skills, personnel

70 management and motivation, training methods including those most pertinent to the fire department,
71 Incident Command System, rules and regulations related to mutual aid, joint use agreements, union contracts,
72 general orders, special orders and memorandum issued by Chief's office, fire investigation and inspection
73 techniques.

74 **Skill and Ability to:**

- 75 • Highly skilled in the use of standard fire-fighting equipment and heavy extrication; recognize hazardous
76 materials; solve critical, time-sensitive, complex problems during physical exertion in stressful, hazardous
77 environments; supervise various levels of professional fire fighters.
- 78 • Ability to evaluate performance without partiality; operate basic office equipment; operate a personal
79 computer and job-related software and applications; maintain a professional demeanor at all times;
80 communicate effectively in the English language at a level necessary for efficient job performance.
- 81 • Communicate while wearing PPE and SCBA under conditions of high background noise, poor visibility, and
82 drenching from hose-lines and or sprinklers; complete assignments in a timely fashion; understand and
83 comply with all rules, policies, and regulations.

84 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSES AND/OR CERTIFICATIONS**

- 85 • Must have 8 years' experience in fire suppression.

86 **Special Qualifications:**

- 87 • Must be E.M.T. (Emergency Medical Technician) Certified
- 88 • Must possess ICS 100, 200, 300 and IS 700, 800
- 89 • Must possess HazMat Operations Certification
- 90 • Must possess Firefighter I and II Certification
- 91 • Fire Company Officer 1 Certified within 2 years of promotion
- 92 • Must have completed Step-up BC requirements within 2 years of promotion
- 93 • Must maintain a current and valid Idaho driver's license.
- 94 • Captain w/Paramedic: Must be a certified Paramedic in the State of Idaho

95 **Ongoing Annual Evaluations/Tests and Medical Visits:**

- 96 • NFPA 1582 Annual Physical
- 97 • Physical Fitness Work Performance Evaluation Test
- 98 • Enhanced Employee Assistance Program Wellness Visit

99 **CAPTAIN ARFF – Airport Rescue Firefighter Requirements:**

100 The initial and recurrent training curriculum must include all areas listed below as defined in 14 CFR Part
101 139.319(i) 2.

- 102 • Airport familiarization including SIDA badging
- 103 • Aircraft familiarization.
- 104 • Rescue and firefighting personnel safety.
- 105 • Emergency communications systems on the airport, including fire alarms.
- 106 • Use of fire hoses, nozzles, turrets, and other appliances.
- 107 • Applications of extinguishing agents.
- 108 • Emergency aircraft evacuation assistance.
- 109 • Firefighting operations.
- 110 • Adapting structural rescue and firefighting equipment for aircraft rescue and firefighting.
- 111 • Aircraft cargo hazards.
- 112 • Familiarization with fire fighters' duties under the airport emergency plan.
- 113 • Additional training, which includes - Live-Fire Drills, Hands-On Training (HOT), and Emergency Medical
114 Training

115 To stay in compliance the department has instituted training requirements beyond the minimum standards.
116 Current initial and recurrent training requirements are outlined in SOG 5807 ARFF Certification.

PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT

118 This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force,
119 and occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work
120 can include searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing
121 over 200lbs to safety despite hazardous conditions and low visibility.

122 The noise level is frequently very loud. Work includes sensory ability to talk, hear, smell and touch. Work in this
123 position also includes close vision, distance vision, peripheral vision, and depth perception.

124 Employees will sit, stand, walk, run, stoop, kneel, crouch, crawl, reach, grasp, climb and balance. Position requires
125 hand/finger dexterity.

126 Additional physical efforts include performing firefighting operations while wearing heavy (about 50 lbs.)
127 protective clothing and gear in extremely hot and toxic environments; climbing ladders up to 100+ feet; work in
128 enclosed and confined spaces with limited visibility, fatigue, flashing lights, sirens, and other distractions. Work
129 includes protecting exposure to infectious bacteria, bodily fluids, and chemicals.

130 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
131 non-emergency situations.

132 Unconventional working hours. During prolonged emergency operations, may be required to work without sleep
133 for extended periods, including shift rotations.

Disclaimer

134 The physical effort characteristics and working environment described here are representative of those an
135 employee encounters while performing the essential functions of this job. Reasonable accommodations may be
136 made to enable individuals with disabilities to perform the essential functions. The above statements describe the
137 general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not
138 intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job
139 descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to
140 any person or persons.
141
142

Position Notes	
Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	Captain
Historical Pay Grade:	24F
Tied to Other Positions:	CBA Fire
Project Codes:	

143

CITY OF POCATELLO
CLASSIFICATION SPECIFICATION



Position Title:	Battalion Chief				
Pay Grade:	FF13	FLSA Status	Non-Exempt		
Battalion Chief w/Paramedic stipend	FF14				
Department	Fire and Ambulance		Supervised By:	Assistant Chief of Operations	
FTE:	3		Position #:		
Date Established:	08/2022	Date Review:	of 03/2024	Date Revision:	of 05/2024

CLASSIFICATION SUMMARY

This position is a member of the Fire Department management team and provides direction and supervision of fire operations on an assigned shift. This position serves as the first Chief Officer in the chain of command.

Directs, manages, supervises, plans for, and coordinates the activities and operations of a shift within the Pocatello Fire Department as well as management of specific programs and projects that include management of the budget and decisions within the program or project area of responsibility.

When requested to respond to emergencies, has responsibility for incident supervision of on-scene personnel as well as command, control, and operational decision making during the incident unless relieved by a higher-ranking officer. Reports directly to the Assistant Chief of Operations, but the individual must take initiative and exercise independent judgment. Work is performed under limited supervision and requires careful judgment.

A Battalion Chief w/Paramedic stipend: Incumbent may be required to respond to emergency medical and trauma incidents in Bannock County and at the Pocatello Regional Airport. Incumbents provide in-field advanced life support triage, assessment, treatment and transportation of patients to emergency department physicians of local primary care facilities and treats patients within their licensure level according to the Division of Public Health -Idaho Bureau of Emergency medical Services, and Medical Director.

- Must be a certified Paramedic in the State of Idaho

ESSENTIAL DUTIES AND RESPONSIBILITIES *(illustrative only and may vary by assignment)*

Ensures that shifts are staffed properly and that personnel are managed and supervised according to department policy to ensure compliance, accountability, and consistency.

Assures all personnel are prepared to operate fire apparatus and perform advanced firefighting and emergency medical duties aimed at saving life and property.

Serves as incident commander. Responds to emergency and non-emergency calls, develops strategies, and commands tactical operations and provides safety oversight at the scene as required; ensures all emergency response activities are conducted in a manner consistent with prescribed policies and guidelines and in a safe manner; may be required to function as part of an IMT or EOC command staff in the event of a large-scale incident or planned special event.

Provides training to subordinates in various aspects of firefighting, fire prevention and emergency medical assistance by evaluating training needs, developing curricula, conducting training classes, and evaluating student performance and training effectiveness.

30 In the role as the Department's Public Information Officer, provides information and responds to inquiries from
31 the public, the media, and others related to fire safety, life safety, hazardous materials, and specific emergency
incidents.

33 Leads, assigns, directs, motivates, evaluates, and makes recommendations regarding discipline and
34 commendation of subordinates in order to maintain high morale, high productivity and professional competence
35 and to ensure compliance with City/Fire Department policy and department standard operating guidelines.

36 Assists in general management of the department by serving as a member of the department's management team
37 and providing input regarding policies, procedures, and budget issues and by participating in team management
38 meetings to ensure members of each company, shift and department are fulfilling their mission in fire protection,
39 emergency medical services, rescue, hazardous materials, and emergency management.

40 Conducts and/or assists with less complex fire investigations to determine the cause, origin, and propagation path
41 of fires.

42 Provides effective leadership, mentorship, and supervision to other field supervisors.

43 Performs other related duties as assigned through the chain of command.

44 **Battalion w/Paramedic** provides in-field advanced life support care to medical and trauma patients. Examines
45 patients at emergency scenes and establishes priorities for treatment. Communicates with the hospital
46 emergency room staff. Provides all treatment according to protocol, or standing orders, including ECG monitoring,
47 administering IV fluids and medications, defibrillation, intubation, splinting and bandaging, and other treatments
48 necessary for stabilization of patients prior to arrival at the emergency room.

CLASSIFICATION REQUIREMENTS

50 The requirements listed below are representative of the minimum knowledge, skill, and/or ability required for an
51 individual to satisfactorily perform each essential duty satisfactorily and be successful in the position.

52 Knowledge of:

- 53 • Modern principles and practices of fire prevention, fire suppression, lifesaving and rescue, public education,
54 city geography, fire hazards and firefighting resources, modern supervisory & interpersonal communication
55 skills, personnel management and motivation, training methods including those most pertinent to the fire
56 department, Incident Command System, rules and regulations related to mutual aid, joint use agreements,
57 union contracts, general orders, special orders and memorandum issued by Chief's office. Knowledge of fire
58 investigation and inspection techniques.

59 Skill and Ability to:

- 60 • Plan, organize and direct the implementation of overall fire department programs and objectives; able to
61 direct and supervise various levels of professional fire fighters.
- 62 • Ability to evaluate performance without partiality; communicate effectively in the English language verbally
63 and in writing at a level necessary for efficient job performance; solve critical, time-sensitive, complex
64 problems during physical exertion in stressful, hazardous environments.
- 65 • Rapid analysis and determination of appropriate action in crisis situations; considerable skills in the use of
66 standard fire-fighting equipment; develop effective working relationships with local elected officials, city
67 merchants, subordinates, supervisors, fellow employees, and the public.
- 68 • Interpret and explain federal, state and city laws and department policies, codes and regulations; skill in
69 communicating on a one-to-one basis and before groups for the purpose of obtaining or providing

- 70 information, gather and analyze data; ability to use computers and modern computer software programs to
71 aid in training, data management, reports, presentations, and daily communications.
- Ability to perform strenuous physical labor, work in all weather extremes, work shift work and extended work hours, work in dangerous environments where accident and injury are not uncommon.
 - Prepare Department-related reports in a clear and professional manner.

75 **ACCEPTABLE EXPERIENCE, TRAINING, LICENSES AND/OR CERTIFICATIONS**

- 76
- Must have 12 years' experience in fire suppression.
 - The position requires an associate degree in Fire Science or equivalent combination of experience, education and training.
 - A bachelor's degree preferred.

78

79 **Specialized Qualifications:**

- 80
- Must possess Firefighter I and II Certification
 - Must be IFSAC or equivalent Fire Company Officer I Certified
 - Must be IFSAC or equivalent Fire Company Officer II Certified within 2 years of promotion.
 - Must be E.M.T. (Emergency Medical Technician) Certified, IDAPA 16.01.07
 - Must possess ICS 100, 200, 300 and IS 700, 800
 - Must possess HazMat Operations Certification
 - Must maintain a current and valid Idaho driver's license.
 - Battalion Chief w/Paramedic: Must be a certified Paramedic in the State of Idaho

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89 **Ongoing Annual Evaluations/Tests and Medical Visits**

- 90
- NFPA 1582 Annual Physical
 - Must complete annual Physical Fitness Work Performance Evaluation Test
 - Must complete annual Enhanced Employee Assistance Program Wellness Visit

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94 **PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT**

95 Light physical effort generally in an office environment with comfortable working conditions. Such conditions
96 include handling light weights, intermittent sitting, standing, and walking in a normal office environment, where
typing, copying, writing, and using a computer is a regular part of the day.

97 Strenuous and moderately heavy physical activity may be required. May be required to stand, walk, crawl or sit in
98 uncomfortable positions for extended periods of time. Exposure to disagreeable elements such as cold, dampness,
99 heat from flame and burning material, toxic fumes, smoke, areas of dust, odors, mist and gases or other airborne
100 matter, and noise during the course of daily situations. Work includes protecting exposure to infectious bacteria,
101 bodily fluids and chemicals.

102 This work requires the regular exertion of up to 20 pounds of force, frequent exertion of up to 75 pounds of force,
103 and occasional exertion in excess of 100 pounds of force. Work can occur while wearing PPE and SCBA; this work
104 can include searching, finding, and rescue-dragging or carrying victims ranging from newborns to adults weighing
105 over 200lbs to safety despite hazardous conditions and low visibility. May occasionally lift and/or move up to 100
106 pounds.

107 Work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision,
108 and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken
109 word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required
110 to perceive information at normal spoken word levels and to receive detailed information through oral
111 communications and/or to make fine distinctions in sound

112 Work regularly requires speaking or hearing, using hands to finger, handle, or feel, standing, walking, stooping,
113 kneeling, crouching, crawling, reaching with hands and arms, climbing or balancing, pushing or pulling, lifting, and
repetitive motions.

115 Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or
116 small parts, using of measuring devices, assembly or fabrication of parts within arm's length, operating machines,
117 operating motor vehicles or equipment, and observing general surroundings and activities.

118 Considerable exposure to stressful situations as a result of human behavior while responding to emergency and
119 non-emergency situations.

120 Unconventional working hours. During prolonged emergency operations, may be required to work without sleep
121 for extended periods, including shift rotations. May be required to respond to fire stations or scenes during
122 evolving or prolonged incidents outside of scheduled shifts.

123 **EQUIPMENT (including but not limited to)**

- 124 ● Two-way radio
- 125 ● Computers and peripheral equipment
 - 126 ○ e.g., personal computer, computer terminals, tablet, smart device, email
- 127 ● Firefighting apparatus, tools, and equipment
 - 128 ○ e.g., vehicles, ladders, hoses, hydrants, extinguishers, hand tools, electrical and pneumatic devices,
 - 129 Thermal Imaging Camera, power tools, brooms, squeegees, pumps, pike poles, saws, etc.
- 130 ● Rescue equipment
 - 131 ○ e.g., rescue harnesses, ropes, backboards, shovels, picks, spades
- 132 ● Emergency medical tools, equipment, and devices
 - 133 ○ e.g., cardiac monitor and defibrillator, equipment used for airway management, patient
 - 134 immobilization and conveyance, splinting and hemorrhage control, IV (intravenous) insertion,
 - 135 medication administration
- 136 ● Personal protective equipment (PPE)
 - 137 ○ e.g., bunker gear, face shield, gloves, masks, self-contained breathing apparatus (SCBA), etc.

138 **Disclaimer**

139 The physical effort characteristics and working environment described here are representative of those an
140 employee encounters while performing the essential functions of this job. Reasonable accommodation may be
141 made to enable individuals with disabilities to perform the essential functions, through an interactive ADA
142 process. The above statements describe the general nature, level, and type of work performed by the
143 incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities,
144 demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or
145 create any employment, compensation, or contract rights to any person or persons. This job description
146 supersedes earlier versions.

Position Notes	CBA Fire
Clothing Allowance:	CBA Fire
Safety Footwear Program:	no
CDL Pool:	no
Historical Title:	
Historical Pay Grade:	27F
Tied to Other Positions:	CBA Fire

Fire Negotiations FY2025
City Proposal #21
Article 17 and Article 31 Language Update

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

ARTICLE 17 – ACCUMULATION OF SICK LEAVE

- The 1.0765 calculation will only apply to monies put into the ~~WSFFF~~ IAFF MERP

ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN

Section A. The City shall make a monthly pre-tax contribution of \$75.00 per employee to the ~~Washington State Council of Firefighters~~ IAFF 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 (MERP)~~ IAFF MERP 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.

Written: HB 5/17/2024

Presented: 5/24/2024

NOTES ~~removed language~~ replacement language

This proposal is only to update the naming of the MERP plan to "IAFF MERP" and it not addressing the amount of the MERP payment.

C-21
5/24/2024

Fire Negotiations FY2025
City Proposal #22
Article 36- Procedural Agreement

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

ARTICLE 36 - PROCEDURAL AGREEMENT

Section A. 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.

Section B. 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.

Section C. TIME OF NEGOTIATIONS and BARGAINING TEAM MEMBERSHIP:

The intent to negotiate letter shall be submitted by the Union to the City no later than March 15 of the final year of this contract.

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~~ *from the Union* of a desire to negotiate a new contract; the *City* ~~party being notified~~ shall have ten (10) days in which to submit a list of its bargaining committee members.

The dates and times of up to ten (10) initial sessions shall be submitted by the Chair~~man~~ of the Management team to the Chair~~man~~ of the Union team at the time the Management roster is submitted. The two chairs ~~men~~ 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 chair~~man~~ of each bargaining team. *The first session shall be held within 10 days of the opening response from the City.*

Section D. 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.

Section E. PRIVACY AND CONFIDENTIALITY:

All negotiating sessions shall be held in open meeting and all materials presented shall be considered public records.

C-22
5/24/2024

Fire Negotiations FY2025
City Proposal #22
Article 36- Procedural Agreement

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

Section F. 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 **Section G paragraph 8 below.**

Section G. 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.

Section H. 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 **Section I. Paragraph No. 10.**

Section I. 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.

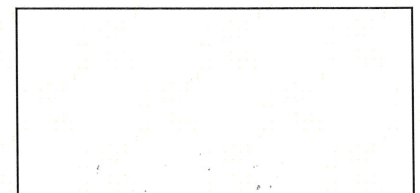
Section J. DEADLINE FOR NEW ISSUES:

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.

Section K. 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.

Section L. STALEMATE RESOLUTION (PRELIMINARY IMPASSE):



Fire Negotiations FY2025
City Proposal #22
Article 36- Procedural Agreement

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

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.

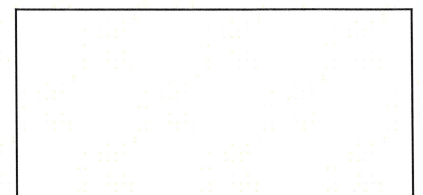
Section M. EXCEPTION BY MUTUAL AGREEMENT:

The contents of this Agreement shall serve to guide contract negotiations between the signatory parties unless mutual consent is given to deviate from its terms.

Written: HB 5/20/2024

Presented: _____

~~removed language~~ replacement language



Fire Negotiations FY2025
City Proposal #23
Article 20 – Staffing Policy

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

ARTICLE 20 - STAFFING POLICY

Section A. Staffing Levels

The Chief of the Department, as an administrative procedure, shall establish staffing requirements. The City agrees to maintain **current** bargaining unit staffing levels, **as they exist at the time of the execution of this contract, during** throughout the term of this contract, **subject** to Section B. below.

Section B. Ambulance Service and 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. **In addition, all paramedic stipends will be immediately discontinued and the employees will be returned to their original rank, maintaining step placement. The three Lieutenant positions will be eliminated and layoffs will occur pursuant to Article 24.**

Written: HB 5/20/2024

Presented: _____

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

C-23

5/24/2024

Fire Negotiations FY2025
City Proposal #24
Article 9 – Base Pay

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

ARTICLE 9 - BASE PAY

Section A. Base Pay for Firefighters

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~~ **FY2025, FY2026, FY2027, FY2028** hourly ~~hourly~~ **biweekly** amounts are detailed in Schedule A.

Fiscal Year	Step	Market Adjustment Applied to Table
FY2025	placement on scale	0%
FY2026	1 step for employees not at max	1.00%
FY2027	1 step for employees not at max	1.50%
FY2028	1 step for employees not at max	2.00%

- ~~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~~

Written: HB 5/20/2024

Presented: 5/24/2024

~~removed language~~

replacement language

C-24

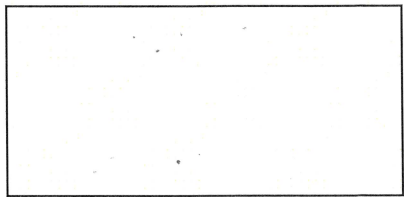
5/24/2024

Fire Negotiations FY2025
City Proposal #24
Article 9 – Base Pay

SCHEDULE A: BASE PAY*.

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

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



Title	Grade	Hours Per Year	Steps											
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	FF1	2,912	\$17.32	\$19.10	\$19.67	\$20.26	\$20.87	\$21.39	\$21.93	\$22.48	\$22.93	\$23.38	\$23.85	\$24.33
Firefighter w/Paramedic	FF2	2,912	\$20.27	\$23.28	\$23.98	\$24.70	\$25.44	\$26.07	\$26.73	\$27.39	\$27.94	\$28.50	\$29.07	\$29.65
Engineer	FF3	2,912	\$21.76	\$22.42	\$23.09	\$23.78	\$24.49	\$25.11	\$25.73	\$26.38	\$26.90	\$27.44	\$27.99	\$28.55
Engineer w/Paramedic	FF4	2,912	\$23.94	\$24.66	\$25.40	\$26.16	\$26.94	\$27.62	\$28.31	\$29.02	\$29.60	\$30.19	\$30.79	\$31.41
Engineer (ARFF)	FF5	2,912	\$22.26	\$22.93	\$23.62	\$24.33	\$25.06	\$25.68	\$26.33	\$26.98	\$27.52	\$28.07	\$28.64	\$29.21
Engineer (ARFF w/Paramedic)	FF6	2,912	\$24.44	\$25.17	\$25.93	\$26.71	\$27.51	\$28.19	\$28.90	\$29.62	\$30.21	\$30.82	\$31.43	\$32.06
Lieutenant	FF7	2,912	\$25.14	\$25.89	\$26.67	\$27.47	\$28.15	\$28.86	\$29.43	\$30.02	\$30.47	\$30.93	\$31.24	\$31.55
Fire Marshall	FF8	2,080	\$33.41	\$34.41	\$35.44	\$36.51	\$37.42	\$38.35	\$39.12	\$39.90	\$40.50	\$41.11	\$41.52	\$41.94
Captain	FF9	2,912	\$25.03	\$25.78	\$26.55	\$27.35	\$28.03	\$28.73	\$29.31	\$29.89	\$30.34	\$30.80	\$31.10	\$31.42
Captain w/Paramedic	FF10	2,912	\$26.03	\$26.81	\$27.61	\$28.44	\$29.15	\$29.88	\$30.48	\$31.09	\$31.56	\$32.03	\$32.35	\$32.67
Captain (ARFF)	FF11	2,912	\$25.53	\$26.29	\$27.08	\$27.89	\$28.59	\$29.31	\$29.89	\$30.49	\$30.95	\$31.41	\$31.73	\$32.04
Captain (ARFF) w/Paramedic	FF12	2,912	\$26.55	\$27.34	\$28.16	\$29.01	\$29.74	\$30.48	\$31.09	\$31.71	\$32.19	\$32.67	\$32.99	\$33.32
Battalion Chief	FF13	2,912	\$28.16	\$29.00	\$29.87	\$30.77	\$31.54	\$32.32	\$32.97	\$33.63	\$34.13	\$34.65	\$34.99	\$35.34
Battalion Chief w/Paramedic	FF14	2,912	\$28.72	\$29.58	\$30.47	\$31.38	\$32.17	\$32.97	\$33.63	\$34.30	\$34.82	\$35.34	\$35.69	\$36.05
Days Captain	FF15	2,080	\$38.26	\$39.41	\$40.59	\$41.81	\$42.85	\$43.93	\$44.80	\$45.70	\$46.39	\$47.08	\$47.55	\$48.03

		Hours												
Title	Grade	Per Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	FF1	2,912	\$17.50	\$19.29	\$19.87	\$20.47	\$21.08	\$21.61	\$22.15	\$22.70	\$23.15	\$23.62	\$24.09	\$24.57
Firefighter w/Paramedic	FF2	2,912	\$20.47	\$23.51	\$24.21	\$24.94	\$25.69	\$26.33	\$26.99	\$27.66	\$28.22	\$28.78	\$29.36	\$29.94
Engineer	FF3	2,912	\$21.98	\$22.64	\$23.32	\$24.02	\$24.74	\$25.36	\$25.99	\$26.64	\$27.17	\$27.72	\$28.27	\$28.84
Engineer w/Paramedic	FF4	2,912	\$24.18	\$24.90	\$25.65	\$26.42	\$27.21	\$27.89	\$28.59	\$29.31	\$29.89	\$30.49	\$31.10	\$31.72
Engineer (ARFF)	FF5	2,912	\$22.48	\$23.15	\$23.85	\$24.56	\$25.30	\$25.93	\$26.58	\$27.25	\$27.79	\$28.35	\$28.91	\$29.49
Engineer (ARFF w/Paramedic)	FF6	2,912	\$24.68	\$25.42	\$26.18	\$26.97	\$27.78	\$28.47	\$29.18	\$29.91	\$30.51	\$31.12	\$31.74	\$32.38
Lieutenant	FF7	2,912	\$25.39	\$26.15	\$26.93	\$27.74	\$28.43	\$29.15	\$29.73	\$30.32	\$30.78	\$31.24	\$31.55	\$31.87
Fire Marshall	FF8	2,080	\$33.74	\$34.75	\$35.80	\$36.87	\$37.79	\$38.74	\$39.51	\$40.30	\$40.91	\$41.52	\$41.94	\$42.36
Captain	FF9	2,912	\$25.28	\$26.04	\$26.82	\$27.62	\$28.31	\$29.02	\$29.60	\$30.19	\$30.64	\$31.10	\$31.42	\$31.73
Captain w/Paramedic	FF10	2,912	\$26.29	\$27.08	\$27.89	\$28.73	\$29.44	\$30.18	\$30.78	\$31.40	\$31.87	\$32.35	\$32.67	\$33.00
Captain (ARFF)	FF11	2,912	\$25.78	\$26.55	\$27.35	\$28.17	\$28.87	\$29.59	\$30.19	\$30.79	\$31.25	\$31.72	\$32.04	\$32.36
Captain (ARFF) w/Paramedic	FF12	2,912	\$26.81	\$27.61	\$28.44	\$29.29	\$30.03	\$30.78	\$31.39	\$32.02	\$32.50	\$32.99	\$33.32	\$33.65
Battalion Chief	FF13	2,912	\$28.44	\$29.29	\$30.17	\$31.07	\$31.85	\$32.65	\$33.30	\$33.97	\$34.48	\$34.99	\$35.34	\$35.70
Battalion Chief w/Paramedic	FF14	2,912	\$29.01	\$29.88	\$30.77	\$31.70	\$32.49	\$33.30	\$33.97	\$34.65	\$35.16	\$35.69	\$36.05	\$36.41
Days Captain	FF15	2,080	\$38.64	\$39.80	\$41.00	\$42.23	\$43.28	\$44.37	\$45.25	\$46.16	\$46.85	\$47.55	\$48.03	\$48.51

FY2027

101.50%

		Hours												
Title	Grade	Per Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	FF1	2,912	\$17.76	\$19.58	\$20.17	\$20.77	\$21.40	\$21.93	\$22.48	\$23.04	\$23.50	\$23.97	\$24.45	\$24.94
Firefighter w/Paramedic	FF2	2,912	\$20.78	\$23.85	\$24.57	\$25.31	\$26.07	\$26.72	\$27.39	\$28.07	\$28.63	\$29.20	\$29.79	\$30.38
Engineer	FF3	2,912	\$22.31	\$22.98	\$23.67	\$24.38	\$25.11	\$25.74	\$26.38	\$27.04	\$27.58	\$28.13	\$28.70	\$29.27
Engineer w/Paramedic	FF4	2,912	\$24.54	\$25.28	\$26.04	\$26.82	\$27.62	\$28.31	\$29.02	\$29.74	\$30.34	\$30.95	\$31.57	\$32.20
Engineer (ARFF)	FF5	2,912	\$22.81	\$23.49	\$24.20	\$24.93	\$25.67	\$26.31	\$26.97	\$27.65	\$28.20	\$28.76	\$29.34	\$29.93
Engineer (ARFF w/Paramedic)	FF6	2,912	\$25.04	\$25.79	\$26.57	\$27.36	\$28.18	\$28.89	\$29.61	\$30.35	\$30.96	\$31.58	\$32.21	\$32.85
Lieutenant	FF7	2,912	\$25.77	\$26.54	\$27.34	\$28.16	\$28.86	\$29.58	\$30.17	\$30.78	\$31.24	\$31.71	\$32.03	\$32.35
Fire Marshall	FF8	2,080	\$34.25	\$35.28	\$36.33	\$37.42	\$38.36	\$39.32	\$40.10	\$40.91	\$41.52	\$42.14	\$42.56	\$42.99
Captain	FF9	2,912	\$25.66	\$26.43	\$27.22	\$28.04	\$28.74	\$29.45	\$30.04	\$30.64	\$31.10	\$31.57	\$31.89	\$32.21
Captain w/Paramedic	FF10	2,912	\$26.68	\$27.48	\$28.31	\$29.16	\$29.89	\$30.63	\$31.25	\$31.87	\$32.35	\$32.83	\$33.16	\$33.49
Captain (ARFF)	FF11	2,912	\$26.16	\$26.94	\$27.75	\$28.58	\$29.30	\$30.03	\$30.63	\$31.24	\$31.71	\$32.19	\$32.51	\$32.83
Captain (ARFF) w/Paramedic	FF12	2,912	\$27.20	\$28.02	\$28.86	\$29.73	\$30.47	\$31.23	\$31.85	\$32.49	\$32.98	\$33.47	\$33.81	\$34.15
Battalion Chief	FF13	2,912	\$28.86	\$29.73	\$30.62	\$31.54	\$32.33	\$33.14	\$33.80	\$34.48	\$34.99	\$35.52	\$35.87	\$36.23
Battalion Chief w/Paramedic	FF14	2,912	\$29.44	\$30.32	\$31.23	\$32.17	\$32.98	\$33.80	\$34.48	\$35.16	\$35.69	\$36.23	\$36.59	\$36.96
Days Captain	FF15	2,080	\$39.22	\$40.40	\$41.61	\$42.86	\$43.93	\$45.03	\$45.93	\$46.85	\$47.55	\$48.27	\$48.75	\$49.24

FY2028

102.00%

		Hours												
Title	Grade	Per Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	FF1	2,912	\$18.12	\$19.97	\$20.57	\$21.19	\$21.82	\$22.37	\$22.93	\$23.50	\$23.97	\$24.45	\$24.94	\$25.44
Firefighter w/Paramedic	FF2	2,912	\$21.19	\$24.32	\$25.05	\$25.80	\$26.58	\$27.24	\$27.92	\$28.62	\$29.19	\$29.78	\$30.37	\$30.98
Engineer	FF3	2,912	\$22.76	\$23.44	\$24.14	\$24.87	\$25.61	\$26.25	\$26.91	\$27.58	\$28.13	\$28.70	\$29.27	\$29.86
Engineer w/Paramedic	FF4	2,912	\$25.03	\$25.78	\$26.56	\$27.35	\$28.17	\$28.88	\$29.60	\$30.34	\$30.95	\$31.57	\$32.20	\$32.84
Engineer (ARFF)	FF5	2,912	\$23.26	\$23.95	\$24.67	\$25.41	\$26.18	\$26.83	\$27.50	\$28.19	\$28.75	\$29.33	\$29.91	\$30.51
Engineer (ARFF w/Paramedic)	FF6	2,912	\$25.53	\$26.30	\$27.09	\$27.90	\$28.74	\$29.45	\$30.19	\$30.95	\$31.56	\$32.20	\$32.84	\$33.50
Lieutenant	FF7	2,912	\$26.28	\$27.07	\$27.88	\$28.72	\$29.44	\$30.17	\$30.78	\$31.39	\$31.86	\$32.34	\$32.67	\$32.99
Fire Marshall	FF8	2,080	\$34.93	\$35.98	\$37.06	\$38.17	\$39.13	\$40.10	\$40.91	\$41.72	\$42.35	\$42.99	\$43.42	\$43.85
Captain	FF9	2,912	\$26.17	\$26.95	\$27.76	\$28.60	\$29.31	\$30.04	\$30.64	\$31.26	\$31.73	\$32.20	\$32.52	\$32.85
Captain w/Paramedic	FF10	2,912	\$27.22	\$28.03	\$28.87	\$29.74	\$30.48	\$31.25	\$31.87	\$32.51	\$33.00	\$33.49	\$33.83	\$34.16
Captain (ARFF)	FF11	2,912	\$26.67	\$27.47	\$28.29	\$29.14	\$29.87	\$30.62	\$31.23	\$31.85	\$32.33	\$32.82	\$33.15	\$33.48
Captain (ARFF) w/Paramedic	FF12	2,912	\$27.74	\$28.57	\$29.43	\$30.31	\$31.07	\$31.84	\$32.48	\$33.13	\$33.63	\$34.13	\$34.47	\$34.82
Battalion Chief	FF13	2,912	\$29.44	\$30.32	\$31.23	\$32.17	\$32.98	\$33.80	\$34.48	\$35.16	\$35.69	\$36.23	\$36.59	\$36.96
Battalion Chief w/Paramedic	FF14	2,912	\$30.03	\$30.93	\$31.86	\$32.81	\$33.63	\$34.48	\$35.16	\$35.87	\$36.41	\$36.95	\$37.32	\$37.70
Days Captain	FF15	2,080	\$40.01	\$41.21	\$42.44	\$43.72	\$44.81	\$45.93	\$46.85	\$47.79	\$48.50	\$49.23	\$49.72	\$50.22

Fire Negotiations FY2025
 City Proposal #25
 Civilian Pay

TA Date: _____
 TA Number: _____
 City Rep: Heather Buchanan
 Union Rep: Jordan VanEvery

Position	Current Grade	Grade Base Wage	Longevity Built in	City Proposed Grade	City Proposed Step	FY2025 Rate of Pay (no table adjustment)	Employee Base Wage with Longevity	
							City Min	City Max
Assistant to the Fire Chief	19x	\$ 28.42	\$ 29.11	G10	6	\$ 29.93	\$ 24.42	\$ 34.21
Fire/EMS Support Specialist	15x	\$ 23.50	\$ 24.45	G6	8	\$ 24.78	\$ 19.35	\$ 27.09
Billing and Coding Clerk	15x	\$ 23.50	\$ 24.32	G6	8	\$ 24.78	\$ 19.35	\$ 27.09
Office Manager	21x	\$ 31.34	\$ 34.79	G12	7	\$ 35.33	\$ 28.21	\$ 39.49
Emergency Vehicle Technician	20x	\$ 29.89	\$ 33.34	G09	MAX	\$ 33.34	\$ 23.26	\$ 32.56
Community Relations/Education Specialist	20x	\$ 29.89	\$ 32.51	G12	5	\$ 34.56	\$ 28.21	\$ 39.49
Fire Inspector	19x	\$ 28.42	\$ 28.42	G10	6	\$ 29.93	\$ 24.42	\$ 34.21
Medical Billing Specialist	17x	\$ 25.49	\$ 26.17	G9	5	\$ 23.69	\$ 23.26	\$ 32.56

Longevity would be discontinued and the FY2025 anticipated rate will be rolled into base wage for placement, as demonstrated in the table above. For individuals at max: the employee would continue their current rate of hourly pay. The City would apply the general employee scale table adjustment to the table, if their rate of pay moves back onto the table based on the increase, they would receive the table increase amount. If the table increase does not exceed their wage coverage on the table, they will receive a per pay check lump sum. This lump sum will be based on the fiscal year fire table increase applied to their regular base wage.

- Example:
- G09 Step 12 – Max : \$32.56, EVT is over so \$33.34 is the max
 - As an example, using the table adjustment from FY2024. To apply a 3.5% fire table market adjustment to an employee at max it would work as follows:
 - $33.34 * 2080 = \$69,347.20$
 - $69,347.20 * 3.5\% = \$2,427.15$
 - $2,427.15 / 2,080 = \$1.17$
 - $1.16 * 80 = \$93.35$ per pay check
 - $91.17 * 26 = \$2,427.15$ as the annual increase

Written: HB 4/2/2024
 Presented: 5/24/2024
 NOTES: ~~removed language~~ replacement language

C-25
 5/24/2024

Fire Negotiations FY2025
 City Proposal #25 REVISED
 Civilian Pay

TA Dec
 TA Number: _____

City Rep: Heather Buchanan

Union Rep: Jordan VanEvery

Position	Employee Base Wage		City Proposed		FY2025		
	Current Grade	Grade Base Wage	Longevity Built in	City Proposed Grade	City Proposed Placement Step	Rate of Pay (no table adjustment)	City Max
Assistant to the Fire Chief	19x	\$ 28.42	\$ 29.11	G10	6	\$ 29.93	\$ 34.21
Fire/EMS Support Specialist	15x	\$ 23.50	\$ 24.45	G6	8	\$ 24.78	\$ 27.09
Billing and Coding Clerk	15x	\$ 23.50	\$ 24.32	G6	8	\$ 24.78	\$ 27.09
Office Manager	21x	\$ 31.34	\$ 34.79	G12	7	\$ 35.33	\$ 39.49
Emergency Vehicle Technician	20x	\$ 29.89	\$ 33.34	G09	MAX	\$ 33.34	\$ 32.56
Community Relations/Education Specialist	20x	\$ 29.89	\$ 32.51	G12	5	\$ 34.56	\$ 39.49
Fire Inspector	19x	\$ 28.42	\$ 28.42	G10	6	\$ 29.93	\$ 34.21
Medical Billing Specialist	17x	\$ 25.49	\$ 26.17	G9	5	\$ 26.69	\$ 32.56

Longevity would be discontinued and the FY2025 anticipated rate will be rolled into base wage for placement, as demonstrated in the table above. For individuals at max: the employee would continue their current rate of hourly pay. The City would apply the general employee scale table adjustment to the table, if their rate of pay moves back onto the table based on the increase, they would receive the table increase amount. If the table increase does not exceed their wage coverage on the table, they will receive a per pay check lump sum. This lump sum will be based on the fiscal year fire table increase applied to their regular base wage.

Example:

- G09 Step 12 – Max : \$32.56, EVT is over so \$33.34 is the max
- As an example, using the table adjustment from FY2024. To apply a 3.5% fire table market adjustment to an employee at max it would work as follows:
 - \$33.34*2080 = \$69,347.20
 - \$69,347.20*3.5% = \$2,427.15
 - \$2,427.15/2,080=\$1.17
 - \$1.16*80 = \$93.35 per pay check
 - \$91.17*26 = \$2,427.15 as the annual increase

Written: HB 4/2/2024
 Presented: 5/24/2024 am Revised: 5/24/2024 pm
 NOTES ~~removed language~~ replacement language

C-25
 REVISED
 5/24/2024

Fire Negotiations FY2025
City Counter Proposal #1
to Union Counter Proposal #2
regarding Original 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 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 make reasonable efforts 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 subject to call-back 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 for testing coordination and inclusion in the employee's file.

D. Employee Benefit Payment Method and Amount

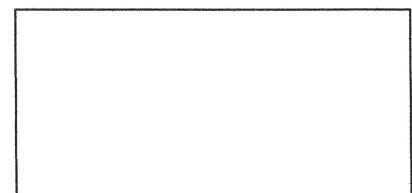
Employee will be paid a per pay check amount based on their level of proficiency as defined in the table. These levels are subject to change based on the testing vendor classifications; any changes to testing vendors or threshold criteria may result in a necessary MOU to pay employees based on the new/updated vendor thresholds.

CU-6
5/24/24

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 Revised: HB 5/13/2024 Presented: HB 5/16/2024

NOTES ~~removed language~~ replacement language revised language from original proposal



Fire Negotiations FY2025
Union Counter proposal #1 to
City Proposal #13XX

DATE

Article 17 – Accumulation of Sick Leave
And Addition of FMLA policy language

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 the discipline policy 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:

- ~~7.39~~ 5.54 hours per pay period for shift personnel
- ~~4.93~~ 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

Printed Date: 5/24/2024

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CU-7
5/24/2024

Fire Negotiations FY2025
Union Counter proposal #1 to

City Proposal #13XX

DATE

Article 17 – Accumulation of Sick Leave
And Addition of FMLA policy language

TA Date: _____

TA Number: _____

City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

~~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 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 may be is required for any illness involving more than two (2) consecutive shifts or three (3) consecutive days off work for day personnel. ~~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 may be is subject to the disciplinary process 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 members illness. ~~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

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And Addition of FMLA policy language

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City Rep: _____

Heather Buchanan

Union Rep: _____

Jordan VanEvery

Sick leave may be used to cover an employee's EAP appointments

5. Emergent event/emergency. A sudden, unanticipated event not caused by or contributed to by the employee that requires immediate action by that employee to prevent or mitigate further significant harm to human life or to property.

~~Section D. Constraints Around Sick Leave~~

~~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, sick, 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

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~~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 event ~~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 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 =

~~50~~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

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An employee who works for the City of Pocatello for 12 months is 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-protected leave in a 12-month period after all accruals have been exhausted 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,
- 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, but not limited to 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 is a non-exhaustive list that 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

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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

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.

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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, new born child, newly adopted child, 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 each separately entitled to ~~limited to a combined~~ total of 12 workweeks of leave in a 12-month period ~~to share~~ for the following FMLA qualifying reasons:

- 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.

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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 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

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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



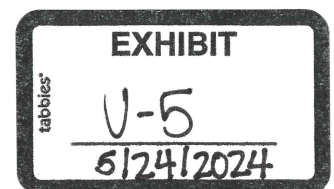
POCATELLO FIRE FIGHTERS LOCAL #187 NEGOTIATION PROPOSAL 6

Article 28 health and safety

Section G. ~~Fit-For-Duty~~ **Medical Certification**. ~~There are two components that determine an employee's fitness for duty, and both~~ **Medical certification** ~~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.~~

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.

Section H. Physical Agility Test- All personnel, as defined above, shall ~~complete~~ **have the option to attempt** the physical demands of a physical agility test once per year. The specific Physical Agility Test will be determined **recommended** by the Department's Fitness/Wellness Committee. **The specific physical agility test will be approved by the Union** and City Management. During FY2022 if the committee is unable to come to an agreement on a Physical Agility Test, the "Combat Challenge" will be used and language will revert for the FY2023 CBA. Individuals who are unable **able** 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 **awarded with an additional 24 vacation hours applied the pay period after successful completion.**



TA Date: 5/24/2024

TA Number: 7

City Rep: [Signature]
Heather Buchanan

Union Rep: [Signature]
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-

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COLLECTIVE BARGAINING AGREEMENT

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

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

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

10 ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

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

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

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

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

34 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

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

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

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

53 **ARTICLE 3 - UNION RECOGNITION**

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

59 The Emergency Vehicle Technician position will remain part of the bargaining unit and defined
60 in the CBA while the current employee holds the position. If the position becomes vacant, for
61 any reason, the position will be removed from the bargaining unit and CBA.

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

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

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

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

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

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

82 **ARTICLE 5 - UNION BUSINESS**

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

92 **ARTICLE 6 - DISCRIMINATION**

93 **Section A. Discriminatory Harassment**

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

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

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

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

120 **ARTICLE 7 - NO STRIKE**

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

124 **ARTICLE 8 - REGULAR WORK WEEK**

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

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

131 **Section A: Schedule**

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

133 ~~The regular work week for each employee is one twenty four (24) hour period every other day~~
134 ~~for five (5) days, followed by four (4) consecutive twenty four (24) hour days off. consisting of~~
135 ~~72 hours actually worked in every nine (9) day period, or a 2,912-hour work year, except for the~~
136 ~~40-hour per week employees. FLSA requirements are in effect and the workweek for each~~

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

139 ~~Day personnel work 40 hours per week.~~

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

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

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

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

152 Day Personnel work 40 hours per week.

153 ~~Section B: 48/96 Schedule Impacts~~

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

161 ~~ARTICLE 9 -- BASE PAY~~

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

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

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

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

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

175 **Section A.** Every employee who, during the budget year completes five (5) years of service,
176 shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x
177 \$2204.98 x years of service. The "\$2,204.98" is an index number that shall not be adjusted by
178 for the term of this agreement, new participants in the plan are still eligible, and employees are
179 eligible to move up the scales annually until max.

180 **Section B.** In addition to any longevity pay provided in Section A above, paramedics shall be
181 paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after
182 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See
183 Schedule B.)

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

189 **ARTICLE 11 -- HOLIDAY PAY**

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

193 **ARTICLE 12 -- EXTRA DUTY**

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

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

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

201 ~~(annual base salary divided by 2,080 hours) for hours actually worked over 68 hours in the nine~~
202 ~~(9) day work period established by the City. Firefighters on 24-hour shifts work an average of~~
203 ~~72 hours every 9-day work period. Sick leave hours are not considered hours actually worked~~
204 ~~for payment of the (0.5) "FLSA" overtime.~~

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

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

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

216 **Section C.** Any employee who is called back to work from off duty shall be paid at least two
217 hours minimum at the employee's overtime rate. This shall also include schooling and training
218 if an employee is assigned to attend. However, if school or training is made available to
219 personnel by bulletin and all tuition, travel expense, per diem and lodging expenses are
220 assumed by the City, then no other overtime as required herein shall be paid. Call back and
221 overtime work shall be distributed equally to employees when at all feasible.

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

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

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

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

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

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

- 235 1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).
236 2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance,
237 2.24% of Driver/Operator's base pay (paid biweekly).
238 3. Driver/Operator qualified to step-up to Captain, 2.94% of Captain's base pay (paid
239 biweekly).
240 4. WOOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
241 5. Firefighters or Driver/Operators certified to work the position of paramedic with
242 Pocatello Fire Department shall be paid at the pay rate for the paramedic position
243 worked.
244 6. Any firefighter who qualifies for WOOOC pay will start their new, or adjusted, add pay
245 on the first day of the pay period in which they achieve qualifications.

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

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

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

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

274 **ARTICLE 14 - CLOTHING ALLOWANCE**

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

- 277 • Each 24-hour shift employee required to be in uniform shall receive a clothing allowance
278 of \$~~29.07~~29.36 per pay period. (04.2022 MOU)
279 • Each day-shift employee required to be in uniform shall receive a clothing allowance of
280 \$~~36.73~~37.10 per pay period. (04.2022 MOU)

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

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

- 285 • 4 pairs of trousers – either station or EMS style;
286 • 1 Long Sleeve Class B uniform shirt (cost of patches included);
287 • 1 Short Sleeve Class B shirt (cost of patches included);
288 • 1 Class B badge and nameplate;
289 • 6 Class D Long or Short Sleeve shirts (cost of screen printing included);
290 • 1 Sweatshirt (cost of screen printing included);
291 • 1 Coat 5.11 Tactical Wear 3-in-1 style, or equivalent.

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

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

297 **ARTICLE 15 - MILEAGE ALLOWANCE**

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

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

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

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

- | | | |
|-----|------------------------|-----------------|
| 306 | New Year's Day | President's Day |
| 307 | Martin Luther King Day | Memorial Day |

308 July 4th Labor Day
309 Veteran's Day Thanksgiving Day
310 Day after Thanksgiving Christmas Day
311 Juneteenth (04.2022 MOU) 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).

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

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

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

356 Formula for Calculation of Amount:
357 Base pay + Longevity x 26 = annual salary.
358 Shift personnel: Annual salary/2,912 = hourly rate
359 Day personnel: Annual salary/2,080 = hourly rate
360 20% of 600/400 hours x hourly pay =
361 30% of 600/400 hours x hourly pay =
362 40% of balance x hourly pay =
363 Total _____ x 1.0765=
364 AMOUNT DUE = \$

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

370 **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

371 **Section A. Medical Premiums**

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

374

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

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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.

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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.

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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.

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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.

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

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

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

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

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

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

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

409 1. Employee Eligibility

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

413 2. Program Eligibility

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

- 419
- 420 • Course attendance must not disrupt normal duties and employee must remain
421 at assigned station.
 - 422 • Course attendance must be voluntary.
 - 423 • The course must not be directly related to the employees' current position
424 requirements at the City.

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

- 426
- 427 • Teaches an employee the skills required for another position
 - 428 • Teaches a new skill that would not improve handling of the current position; or
 - 429 • Upgrades the employee to a higher skill but is not intended to make the
430 employee more efficient in the present position, even if the course may
431 incidentally improve the employee's skills needed in the present position.

431 3. Ineligible Programs

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

435 4. Budget Approval Process

- 436
- 437 a) All requests for education benefits must be submitted on the Education Assistance
438 Reimbursement Program form, with attachment(s), to the employees Department
439 Head no later than February 15.

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

448 5. Funding

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

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

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

458 6. Benefits

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

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

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

470 7. Application for Reimbursement

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

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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

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

521 • A copy of the school invoice indicating the cost of tuition, registration and course
522 fees, and proof through a receipt, canceled check, or other document indicating
523 the employee has paid the tuition, registration and course fees.

524 • Documentation showing required textbook(s) for course, and receipt(s) for
525 textbook(s).

526 12. Use of Work Time

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

529 **ARTICLE 20 - STAFFING POLICY**

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

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

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

542 **ARTICLE 21- SHIFT CHANGE**

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

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

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

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

555 **ARTICLE 22 - PROMOTIONS**

556 **Section A. Promotion Definition**

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

560 **Section B. Promotions Requiring Examination**

561 1. The following positions shall be promoted in accordance with this section:

562 a. Three (3) Battalion Chiefs.

563 b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one (1)
564 Captain in Fire Prevention. With regard to the position in Fire Prevention,
565 promotions shall be made from those who currently hold the position of Captain,
566 or the first person on the Captain's eligible register. However, those on the
567 eligible register may choose to decline the position of Fire Prevention Captain
568 without losing their position on the register. In that event, the promotion will be
569 offered to the next eligible candidate on the list. In any event, those who choose
570 to accept the promotion to the position of Fire Prevention Captain shall make a
571 commitment to remain in that position for a minimum of two (2) consecutive
572 years.

573 c. Fifteen (15) Driver Operators.

574 2. In order to be promoted to the positions above, a candidate must attain the greatest
575 number of points among those meeting all promotional eligibility requirements at
576 the time the vacancy occurs.

577 **Points are to be determined from the following:**

- 578 A. Written examination100 points (approximately)
579 B. Staff interview50 points
580 C. Assessment Lab.....475 points (approximately)
581 D. Department Seniority.....1 point for each complete year of service as of the
582 test date.

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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.

585 **Section C. Eligible Register**

- 586 1. Definition. An eligible register for promotions is a list of applicants who have
587 successfully completed the promotional examination. An eligibility register will be
588 established by Human Resources after each promotional process is complete, and total
589 points have been determined. The eligible register shall continue to be a bona fide
590 register until all applicants from the register have been promoted, or for two years,
591 whichever occurs first.
- 592 2. Examinations to develop an eligibility roster shall be given in March of even numbered
593 years, or when the eligibility roster has been exhausted if sooner. All employees who
594 meet or will meet the eligibility requirements listed in Section B-3 for at least one year
595 during this two-year period will be eligible for the exam. At least forty-five (45) calendar
596 days prior to the examination, the staff will post in all fire stations a list of the source of
597 material from which the written examinations are taken. The criteria used in assessing
598 points in the Staff Interview will be posted prior to the interviews. The promotional
599 exam must consist of a written examination and may be supplemented with a practical
600 examination at the discretion of the Fire Chief. All applicants for promotional
601 examination must be given the examination at the same time. Only those applicants
602 that participate in all parts of the promotional exam will be eligible for promotion.
- 603 3. The order in which applicants appear on the eligible register shall be determined by the
604 total points attained from the written exam, staff interview, seniority points, and the
605 assessment lab. The applicant having the highest number of points shall be first on the
606 list. Seniority will be used to break ties with the person with more seniority being
607 placed higher on the list. The eligible register will also list the employee's eligibility date.
608 When a vacancy occurs, the Civil Service Commission will certify the top three (3) names
609 on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the
610 person with the highest amount of points (Idaho Code 50-1605) who is eligible for
611 promotion on the date the vacancy occurred. If a person is not eligible at the time of the
612 vacancy, they will maintain their position on the list but will be passed over for that
613 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

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

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

698 **Section E. Assessment Lab**

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

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

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

710 **CLASSIFICATION**

- 711 • Firefighter 2nd Class
- 712 • Firefighter 1st Class
- 713 • Firefighter Paramedic

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

- 716 • **Firefighter 2nd Class:** A probationary firefighter shall be eligible to move to 2nd class
717 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 1st 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.

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

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

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

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

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

841 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the Union
842 Grievance Committee within 20 business days. If the parties fail to reach an agreement within
843 20 business days, it shall be handled in accordance with the provisions of Section E.

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

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

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

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

868 **ARTICLE 27 - SUBSEQUENT CONTRACTS**

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

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

879 **ARTICLE 28 - HEALTH AND SAFETY**

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

883 **Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be formed,
884 to be composed of two representatives from the Union, one Assistant Chief, all of whom shall
885 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.

- 920 3. A training record shall be maintained for each employee, listing dates and subjects
921 covered.
- 922 4. Any employee who fails to observe safety rules, regulations, or procedures shall be
923 subject to disciplinary action.
- 924 5. The company officer will forward any recommendations on matters, which he is unable
925 to correct to the Committee.
- 926 6. Any recommended items or procedures, which are costly or unusual, shall be sent to the
927 Fire Chief for consideration.

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

939 **Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief,
940 Billing and Coding Clerk, Medical Billing Specialist, and the Fire/EMS Support Specialist will
941 participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established
942 through mutual agreement between the City and the Union. No employee will be disciplined or
943 discharged for failure to meet standards, which may be established within the program. The
944 City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to
945 \$20,000.00 per year.

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

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

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

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

957 2. Physical Agility Test - All personnel, as defined above, shall complete the physical
958 demands of a physical agility test once per year. The specific Physical Agility Test will
959 be determined by the Department's Fitness/Wellness Committee and City
960 Management. If the parties are unable to come to an agreement on a Physical Agility
961 Test, the "Combat Challenge" will be used. Individuals who are unable to complete
962 the specified standards of the test will be pulled from the line duties, placed on light
963 duty, and prescribed a directed training regimen by a Peer Fitness Coordinator. The
964 individual will have four weeks to complete the Physical Agility Test or demonstrate
965 measurable improvement. A weekly progress report will be submitted to staff by a
966 Peer Fitness Coordinator for any employee on a directed training regimen.

967
968 **Section H. Enhanced Employee Assistance Program (EAP)**

969 All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs are provided an
970 enhanced Employee Assistance Program (EAP) which includes one (1) mandatory visit per fiscal
971 year and up to 20 voluntary visits per incident. The one mandatory visit will be paid regular
972 time if attended on duty, or 1-hour overtime for off-duty appointments. Any off-duty
973 appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be
974 on the employees own time or by utilization of sick leave per Article 17. In the event that a
975 person has a medical diagnosis related to a condition for which EAP is being utilized, they can
976 no longer continue with the EAP program for that condition and will need to utilize health
977 benefits for treatment. All other personnel will be participants in the standard EAP program
978 offered by the City. All employees' dependents will have access to standard EAP.

979 **Section I. Fatigue Risk Management.**

980 ~~The City and Union agree to adopt all components of the PulsarInformatics Fatigue Risk~~
981 ~~Management System (FRMS) including PVT Workfit, Fatigue Meter, Countermeasure/Training,~~
982 ~~FRMS. The City and Union agree to implement the custom FRMS as recommended by~~
983 ~~PulsarInformatics regarding the frequency of Psychomotor Vigilance Testing (PVT) and policies~~
984 ~~to guide decision making to manage fatigue. A Union representative will be assigned to work~~
985 ~~with the City and PulsarInformatics to develop the custom FRMS. The custom FRMS will be~~
986 ~~directly implemented, as delivered, in SOG form. The City and Union agree that the adopted~~
987 ~~policies will be non-punitive, provided the employee participates in PVT and does not attempt~~
988 ~~to manipulate the test results. The use of the PulsarInformatics Fatigue Risk Management~~
989 ~~System may be discontinued provided that at least 6 months has passed since transition to the~~
990 ~~48/96 schedule, and the City and Union agree in writing by MOU to discontinue the program.~~

991 **ARTICLE 29 - RESIDENCY REQUIREMENT**

992 Fire Department employees, regardless of when hired, may live anywhere, inside or outside of
993 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%

1030 Parties believe that placement of the refund and matching amounts in the PERSI 401k plan
1031 allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax,
1032 PERSI base plan payments, worker’s compensation or other taxes and payments. Parties agree
1033 to work together to make the payments in a manner which maximizes the benefit for members
1034 and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be
1035 avoided, the City of Pocatello shall not be responsible for additional taxes or payments in
1036 excess of what is received in any refund or what was previously being paid as the employer’s
1037 share of social security. Such additional taxes or payments will be assessed to the member
1038 recipient.

1039 **ARTICLE 33 - REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

1040 1. Employer and Union agree to implement the following alcohol and drug-testing
1041 program. The parties agree that the primary purpose of this policy is to prevent on-
1042 the-job impairment stemming from substance abuse. The parties also agree that
1043 when a worker is presumed to be impaired due to substance abuse that the
1044 supervisor has an obligation to remove the employee from his position immediately.
1045 The supervisor will call “Out of Service” and contact the Battalion Chief immediately,
1046 who after verifying the suspicion, will contact the Pocatello Police Department Shift
1047 Commander and ask that an officer that is trained in recognition of drug and alcohol
1048 identification be sent to evaluate the suspected employee. If the Police Officer
1049 believes that said employee may be under the influence, the employee shall submit
1050 to a breath analysis, urinalysis, and/or blood.

1051 If the employee is found to be under the influence, they may be disciplined and will
1052 submit to assistance through the EAP program.

1053 2. The Employer shall not utilize any form of random testing unless specifically
1054 required by federal law. When random testing is required, the Employer shall only
1055 administer random testing to those workers specifically subject to random testing as
1056 required by federal law (narrowly defined). No other bargaining unit workers shall
1057 be subjected to random testing of any form and under any circumstances.
1058 3. Any matters related to this alcohol and drug-testing policy shall be subject to the
1059 grievance and arbitration procedures of this Collective Bargaining Agreement.

1060 **ARTICLE 34 - SAVING CLAUSE**

1061 If any provision of this Agreement or the application of such provision should be rendered
1062 invalid by any court action or by reason of any existing or subsequently enacted legislation, the
1063 remaining parts or portions of this Agreement shall remain in full force and effect.

1064 **ARTICLE 35 - TERMS OF AGREEMENT**

1065 This Agreement shall be effective on the 1st day of October 2021, and shall remain in full force
1066 and effect until midnight on the 30th day of September 2024. In addition to the right to reopen
1067 any specific terms of this Agreement as set out in the terms of this Agreement, the parties
1068 agree to the following additional opener:

- 1069 1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement
1070 to pursue a merger/consolidation/joint service agreement during the term of this
1071 contract, Local 187 and the City of Pocatello agree to an automatic contract open or
1072 to negotiate the impact of the agreement. Both parties agree that within thirty (30)
1073 days of a tentative agreement between the two cities to meet and negotiate in good
1074 faith.

1075 **ARTICLE 36 - PROCEDURAL AGREEMENT**

- 1076 1. PURPOSE: The parties hereby acknowledge and agree that the purpose of
1077 negotiations is the development of a labor agreement which recognizes the duties,
1078 rights and obligations, as well as the capabilities and needs of the respective parties
1079 with respect to the relationship between them as employer and employee. Each
1080 party agrees to bargain in good faith keeping in mind the resulting consequences of
1081 the bargaining process and recognizing the restrictions and duties imposed on the
1082 Parties by federal and Idaho statutes, rules and regulations.
- 1083 2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal
1084 Building unless otherwise agreed. Should either party require that negotiations be
1085 moved to a neutral site outside the Municipal Building, concurrence by the other side
1086 shall be required and the cost of use of the alternate negotiating site shall be borne
1087 equally by both parties.
- 1088 3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions shall be
1089 submitted by the Chairman of the Management team to the Chairman of the Union
1090 team at the time the Management roster is submitted. The two chairmen shall work
1091 out any problems with the proposed schedule. More than ten (10) sessions may be
1092 held if necessary and are to be set by mutual agreement of the chairman of each
1093 bargaining team.
- 1094 4. COMPENSATION: Members of the negotiating teams (both for the City and for the
1095 Union) shall participate in the mutually scheduled negotiating sessions without loss
1096 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 4th 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 POCA TELLO:

1155
1156
1157 _____
1158 Brian C. Blad, Mayor

1159
1160
1161
1162 ATTEST:

1163
1164
1165 _____
1166 Konni Kendell, City Clerk
1167

SCHEDULE A: BASE PAY*

CLASSIFICATION	PAY GRADE	FY2022 BIWEEKLY	FY2023 BIWEEKLY	FY2024 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 YEARS OF SERVICE	BI-WEEKLY LONGEVITY PAY (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 DAY PERSONNEL 8-HOUR DAYS OFF	WORKING SHIFT PERSONNEL 12-HOUR DAYS/24 HOUR SHIFTS OFF
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

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 GRADE	FY2022 BASE BIWEEKLY	FY2022 BIWEEKLY HOLIDAY PAY	FY2023 BASE BIWEEKLY	FY2023 BIWEEKLY HOLIDAY PAY	FY2024 BASE BIWEEKLY	FY2024 BIWEEKLY HOLIDAY PAY
Probationary Firefighter	14F	\$1,684.48	\$84.22	\$1,736.00	\$86.80	\$1,797.60	\$ 89.88
2nd Class Firefighter	16F	\$1,852.48	\$92.62	\$1,908.48	\$95.42	\$1,975.68	\$ 98.78
1st Class 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 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 SERVICE AS A PARAMEDIC	FY2022 BIWEEKLY STEP PAY	FY2023 BIWEEKLY STEP PAY	FY2024 BIWEEKLY STEP PAY	PERCENT OF 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~~

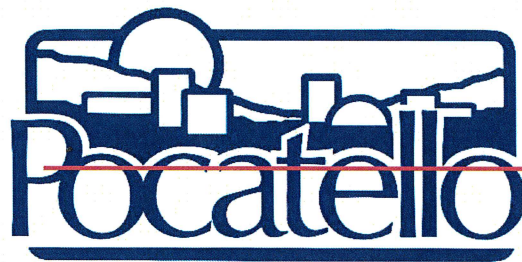
Between the

~~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 16th 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;

- 1237 4. Determine the methods, means, number of personnel needed to carry out the Fire
1238 Department's objectives;
1239 5. Introduce new or improved methods of facilities; and
1240 6. To take whatever actions necessary to carry out the objective of the Fire Department in
1241 situations of emergency

1242 To aid in the consistent and efficient operation of the Pocatello Fire Department, a complete
1243 Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at each
1244 station, the Chief's office, Union and Civil Service. Proposed changes to working conditions
1245 shall be agreed upon prior to implementation.

1246 ARTICLE 3 – UNION RECOGNITION

1247 The City recognizes, after a fully conducted election held August 3, 1970, the above-named
1248 Firefighters Local Union #187 as being designated and selected by a majority of the Firefighters
1249 of the City Fire Department for the purpose of negotiating wages, rates of pay, working
1250 conditions, and all other terms and conditions of employment. The bargaining unit shall include
1251 all those employees who are in the classifications set out in Schedule E of this Agreement.

1252 The Emergency Vehicle Technician position will remain part of the bargaining unit and defined
1253 in the CBA while the current employee holds the position. If the position becomes vacant, for
1254 any reason, the position will be removed from the bargaining unit and CBA.

1255 Upon release of the position from the CBA, all work on emergency vehicles shall be performed
1256 within the guidance of NFPA 1911, Chapter 4.

1257 ARTICLE 4 – UNION UNIFORM MONTHLY SERVICE CHARGE

1258 Section A. The Union shall request present and future bargaining unit members to pay to the
1259 union a uniform monthly service charge. For Union members that service charge will constitute
1260 that member's Union dues, fees, and assessments. The Union shall request each bargaining
1261 unit employee to sign and submit to the City a written authorization authorizing the deduction
1262 and remittance of this uniform monthly service charge from their wages/salary. Any such
1263 authorization shall remain in effect until and unless revoked by the employee by giving written
1264 notice of such revocation to the City.

1265 Section B. In the event that during the term of this Agreement the provisions of Idaho Code
1266 Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow the
1267 imposition of a mandatory uniform monthly service charge as a condition of employment or
1268 continuation of employment, the Union and the City shall, at the Union's request, immediately
1269 meet and negotiate a replacement Article 4 requiring same.

1270 Section C. The City agrees to deduct the amount legally deductible for uniform monthly service
1271 charges, in amounts specified by the authorized officer of the Union, from the pay of bargaining

1272 unit employees upon written authorization from the employee. The City further agrees to remit
1273 those amounts monthly to the Secretary Treasurer of the Union by the 15th of the following
1274 month.

1275 **ARTICLE 5 – UNION BUSINESS**

1276 Time off with pay shall be granted to members in the following manner. The Union Negotiating
1277 and/or Grievance Committees while in actual negotiations (meetings shall be scheduled as
1278 equally as possible between the three platoons at the convenience of both parties) or handling
1279 of grievance problems with management. P.F.F.I. or required meetings, when meetings fall on
1280 their scheduled work shift. Two personnel per shift will be guaranteed time off for the spring
1281 and fall P.F.F.I. conventions. Requests for time off for Union business for meetings other than
1282 the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three
1283 additional Union functions; other requests will be considered as travel requests and granted
1284 following the Union Contract and minimum manning guidelines.

1285 **ARTICLE 6 – DISCRIMINATION**

1286 **Section A. Discriminatory Harassment**

1287 It is the policy, intent and purpose of both the City and the Union that there should be no
1288 discrimination as between members with respect to compensation, terms, conditions or
1289 privileges of employment on account of race, color, ethnic or national origin; age; religion or
1290 religious creed (or belief, where applicable); sex, including pregnancy, childbirth, breastfeeding,
1291 or related medical conditions; sexual orientation; gender, or gender identity; nationality,
1292 immigration status, citizenship, or ancestry; marital status; protected military or veteran status;
1293 physical or mental disability, medical condition, genetic information or characteristics (or those
1294 of a family member); political views or activity; status as a victim of domestic violence, sexual
1295 assault.

1296 **Section B: Policy Acknowledgment and Complaints**

1297 Any complaint that falls under the City of Pocatello Personnel Policy Handbook: Equal
1298 Employment Opportunity (EEO), Americans with Disabilities Act (ADA), Discriminatory
1299 Harassment, or Abusive Conduct and Bullying will require the full participation of Human
1300 Resources in regards to any and all matters of investigation or review. Human Resources will
1301 lead the investigation into any complaint subject to any of the listed categories. Additionally,
1302 HR will have full access to all data and records associated with the investigation and findings,
1303 even those housed within any Fire Department computer systems. All original investigation
1304 records that are a result of EEO, ADA or Discriminatory Harassment will be housed in Human
1305 Resources files. All discipline proceedings will be attended by the Human Resources employee
1306 involved in the investigation. In addition, all policies, or procedures, that address discrimination
1307 must be reviewed and approved by Human Resources and the Legal department, with adoption
1308 by the City Council.

1309 ~~Should the City desire to change any current policy or practice in order to comply with the~~
1310 ~~provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda and~~
1311 ~~supporting legal documentation stating the basis necessitating the change in a current practice~~
1312 ~~or policy.~~

1313 **ARTICLE 7 – NO STRIKE**

1314 ~~During the term of this Agreement, no firefighter shall strike or recognize a picket line of any~~
1315 ~~labor organization while in the performance of their official duties. The parties agree to abide~~
1316 ~~by Idaho Code Section 44-1811.~~

1317 **ARTICLE 8 – REGULAR WORK WEEK**

1318 ~~It shall be the Fire Chief's prerogative to transfer any person temporarily from the Training or~~
1319 ~~Fire Prevention Division sector to a fire combat status as long as it does not disrupt the regular~~
1320 ~~crew of the apparatus or platoon, thus maintaining the step-up procedure.~~

1321 ~~It is further agreed that when circumstances in the opinion of the Fire Chief warrant a forty (40)~~
1322 ~~hour employee may have their normal 8:00 a.m. to 5:00 p.m. work period changed through~~
1323 ~~regular scheduling.~~

1324 **Section A: Schedule**

1325 ~~The regular work week for each employee is one twenty-four (24) hour period every other day~~
1326 ~~for five (5) days, followed by four (4) consecutive twenty-four (24) hour days off, consisting of~~
1327 ~~72 hours actually worked in every nine (9) day period, or a 2,912-hour work year, except for the~~
1328 ~~40-hour per week employees. FLSA requirements are in effect and the workweek for each~~
1329 ~~employee is based on seventy-two (72) hours actually worked in each nine (9) day period~~
1330 ~~established by the City, except for the 40-hour per week employees.~~

1331 ~~The FLSA nine (9) day work period begins on the following dates for fiscal year 2016: Platoon A~~
1332 ~~is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September 30, 2015.~~

1333 **Section B: 48/96 Schedule (to be adopted)**

1334 ~~The criteria for the 48/96 schedule will be defined cooperatively between the two parties.~~

- 1335 ~~1) The criteria for the 48/96 schedule will be defined in a policy document which will be~~
1336 ~~incorporated by reference into the FY2022-2024 CBA as an MOU.~~
- 1337 ~~a. If an agreement is reached, implementation will occur no later than 30 days after~~
1338 ~~ratification, but cannot be sooner than October 1, 2021.~~
 - 1339 ~~b. If the parties fail to reach an agreement on the policy document, the 48/96 will~~
1340 ~~be implemented October 1, 2022.~~

1341 ~~c. If there is no agreement reached on a 48/96 policy document the parties will~~
1342 ~~present an MOU for ratification to adjust the CBA language referencing the~~
1343 ~~schedule for all shift workers.~~

1344 ~~Employees on the 48/96 schedule will have a 24-day FLSA cycle.~~

1345 **ARTICLE 9 – BASE PAY**

1346 ~~**Section A.** Employees shall receive base pay in accordance with Schedule A of this Agreement.~~
1347 ~~Employees advancing in rank shall not have their pay decreased. FY2022, FY2023 and FY2024~~
1348 ~~biweekly amounts are detailed in Schedule A.~~

- 1349 ~~1. For FY2022 wages were increased by two and one-half (2.5%) percent over FY2021~~
1350 ~~2. For FY2023 wages were increased by three (3%) percent over FY2022~~
1351 ~~3. For FY2024 wages were increased by three and one-half (3.5%) percent over FY2023~~

1352 ~~**Section B.** Employees not working due to a condition covered under the applicable City~~
1353 ~~workers' compensation procedure and program will continue to receive their full salary.~~

1354 ~~**Section C.** Employees shall participate in mandatory direct payroll deposit. This plan shall~~
1355 ~~make the employee's deposit available no later than the normal pay date. Paycheck stubs will~~
1356 ~~accurately itemize and display income, insofar as there is sufficient space on the existing stub~~
1357 ~~forms.~~

1358 **ARTICLE 10 – LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM**

1359 ~~**Section A.** Every employee who, during the budget year completes five (5) years of service,~~
1360 ~~shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x~~
1361 ~~\$2204.98 x years of service. The "\$2,204.98" is an index number that shall not be adjusted by~~
1362 ~~for the term of this agreement, new participants in the plan are still eligible, and employees are~~
1363 ~~eligible to move up the scales annually until max.~~

1364 ~~**Section B.** In addition to any longevity pay provided in Section A above, paramedics shall be~~
1365 ~~paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after~~
1366 ~~2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See~~
1367 ~~Schedule B.)~~

1368 ~~**Section C.** Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello bilingual~~
1369 ~~pay incentive program eligibility, responsibilities of participation in the program, selection of~~
1370 ~~program participants, benefit amount, method of payment and program administration. Those~~
1371 ~~eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated based~~
1372 ~~on start of participation in the program.~~

1373 **ARTICLE 11 – HOLIDAY PAY**

1374 Any employee who is regularly assigned to work a 24-hour shift shall receive on each bi-weekly
1375 pay period the sum of five percent (5%) of their bi-weekly salary as holiday pay, as outlined on
1376 Schedule D.

1377 **ARTICLE 12 – EXTRA DUTY**

1378 **Section A.** Any employee may be required by the City to work beyond their normal shift which
1379 shall be defined as outlined in Article 8 of the CBA for shift employees, and as agreed upon
1380 between employee and supervisor for day personnel. The City shall pay for overtime work at
1381 the rate of one and one-half the normal rate of pay, computed by dividing the employee's
1382 annual base salary by 2,080 hours. Overtime will also be paid at one-half (.5) times the
1383 employee's negotiated rate of pay (annual base salary divided by 2,080 hours) for hours
1384 actually worked over 68 hours in the nine (9) day work period established by the City.
1385 Firefighters on 24-hour shifts work an average of 72 hours every 9-day work period. Sick leave
1386 hours are not considered hours actually worked for payment of the (.5) "FLSA" overtime.

1387 **Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime pay and
1388 taken in two (2) or more hour increments as staffing allows. The employee may not combine
1389 overtime pay and compensatory time in the same pay period. When an employee is
1390 discharged, resigns, or retires, they shall receive pay in lieu of accrued comp time per the
1391 following formula: $\text{Base pay} / 2,080 = \text{hourly rate} \times \text{number of accrued hours}$.

1392 **Section C.** Any employee who is called back to work from off duty shall be paid at least two
1393 hours minimum at the employee's overtime rate. This shall also include schooling and training
1394 if an employee is assigned to attend. However, if school or training is made available to
1395 personnel by bulletin and all tuition, travel expense, per diem and lodging expenses are
1396 assumed by the City, then no other overtime as required herein shall be paid. Call back and
1397 overtime work shall be distributed equally to employees when at all feasible.

1398 **Section D.** The position of "Day Captain" shall receive special assignment pay equal to 9.2% of
1399 their base pay.

1400 **Section E.** If an off-duty employee is subpoenaed for a legal proceeding related to on-duty acts,
1401 or observations, the employee will receive extra-duty compensation pursuant to Section C
1402 immediately above.

1403 **Section F.** Any employee assigned as Captain in charge of Station Four, shall be paid an
1404 additional \$0.50 per hour special assignment pay for each hour they hold such status.

1405 **Section G.** The compensation for the hours worked by any employee assigned to participate in
1406 third-party contract work, including but not limited to, Department of Lands, U.S. Forest
1407 Service, BLM, State of Idaho, shall be calculated on a Portal-to-Portal basis.

1408 **ARTICLE 13 – WORKING OUT OF CLASSIFICATION (WOOC)**

1409 **Section A.** ~~Qualified Firefighters, Driver/Operators, Paramedics and Captains shall become~~
1410 ~~eligible for additional compensation when working above their normal classification as follows:~~

- 1411 ~~1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).~~
- 1412 ~~2. Firefighter qualified to step up to Driver/Operator and work on the ambulance,~~
1413 ~~2.24% of Driver/Operator's base pay (paid biweekly).~~
- 1414 ~~3. Driver/Operator qualified to step up to Captain, 2.94% of Captain's base pay (paid~~
1415 ~~biweekly).~~
- 1416 ~~4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.~~
- 1417 ~~5. Firefighters or Driver/Operators certified to work the position of paramedic with~~
1418 ~~Pocatello Fire Department shall be paid at the pay rate for the paramedic position~~
1419 ~~worked.~~
- 1420 ~~6. Any firefighter who qualifies for WOOC pay will start their new, or adjusted, add pay~~
1421 ~~on the first day of the pay period in which they achieve qualifications.~~

1422 ~~Any firefighters called in should work at the position of their rank, if possible. Any firefighter~~
1423 ~~assigned to a lower rank shall be paid at the rate applicable to their own level.~~

1424 ~~Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the~~
1425 ~~Department's Step-Up certification program as agreed upon between the Fire Chief and the~~
1426 ~~Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall~~
1427 ~~not be placed in a position for which he/she has not qualified in the past under Article 22 of~~
1428 ~~the Firefighters' Collective Bargaining Agreement, except as specified below. Such temporary~~
1429 ~~assignment shall not be for a period of more than ninety (90) days without the mutual~~
1430 ~~agreement to such assignment of the Union.~~

1431 **Section B.** ~~Personnel requesting to join Hazmat Regional Response Team 6 shall do so in~~
1432 ~~compliance with the most current SOG Hazmat Technician Certification. The number of team~~
1433 ~~members will be determined by the Fire Chief based on the needs as identified by the Battalion~~
1434 ~~Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as~~
1435 ~~defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in~~
1436 ~~addition to their regular or overtime pay when the response is approved by the State Bureau of~~
1437 ~~Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security.~~
1438 ~~The \$10.00 per hour compensation clause above may be unilaterally terminated by the City~~
1439 ~~upon notice by the State of Idaho that reimbursement will not be made to the City. Such~~
1440 ~~termination will be effective upon the date and time of notice to the Union, but any work~~
1441 ~~already performed shall be paid.~~

1442 **Section C.** ~~Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A shall do~~
1443 ~~so in compliance with the most current SOG – Rescue Technician Certification. The number of~~
1444 ~~team members will be determined by the Fire Chief based on the needs as identified by the~~
1445 ~~Battalion Chief over ITRT.~~

1446 ~~Section D. Personnel requested to become Aircraft Rescue and Firefighting (ARFF) certified~~
1447 ~~shall do so in compliance with the most current SOG — ARFF Certification. The number of ARFF~~
1448 ~~certified members will be determined by the Fire Chief based upon the needs as identified by~~
1449 ~~the Battalion Chief over ARFF.~~

1450 ARTICLE 14 – CLOTHING ALLOWANCE

1451 ~~Uniform standards are established by management. Changes in uniform policy that are shown~~
1452 ~~to result in costs which exceed the member's current clothing allowance shall be negotiated.~~

- 1453 ~~• Each 24-hour shift employee required to be in uniform shall receive a clothing allowance~~
1454 ~~of \$29.07 per pay period.~~
- 1455 ~~• Each day shift employee required to be in uniform shall receive a clothing allowance of~~
1456 ~~\$36.73 per pay period.~~

1457 ~~The foregoing clothing allowances shall be adjusted on an annual basis beginning with fiscal~~
1458 ~~year 2014 by such cost of living allowances as are approved by the City and the Union.~~

1459 ~~New hires shall be reimbursed for uniforms that they purchase at the onset of their~~
1460 ~~employment to include the following:~~

- 1461 ~~• 4 pairs of trousers — either station or EMS style;~~
- 1462 ~~• 1 Long Sleeve Class B uniform shirt (cost of patches included);~~
- 1463 ~~• 1 Short Sleeve Class B shirt (cost of patches included);~~
- 1464 ~~• 1 Class B badge and nameplate;~~
- 1465 ~~• 6 Class D Long or Short Sleeve shirts (cost of screen printing included);~~
- 1466 ~~• 1 Sweatshirt (cost of screen printing included);~~
- 1467 ~~• 1 Coat 5.11 Tactical Wear 3-in-1 style, or equivalent.~~

1468 ~~All protective clothing or protective devices required of any employee in the performance of~~
1469 ~~their duties shall be furnished to him/her by the City. All protective clothing and safety~~
1470 ~~equipment required by applicable federal or state regulations shall be paid by the City.~~

1471 ~~Any additional clothing requirements or personal equipment required by the City but~~
1472 ~~purchased by the employee must be approved by the Union.~~

1473 ARTICLE 15 – MILEAGE ALLOWANCE

1474 ~~Any employee who is required to use their private automobile for Fire Department business~~
1475 ~~shall be compensated at the City established rate.~~

1476 **ARTICLE 16 – VACATIONS, BIRTHDAY HOLIDAY, KELLY DAYS**

1477 ~~**Section A.** Annual vacations at the regular bi-weekly rate of pay, including holiday and~~
1478 ~~longevity if applicable, shall be granted to eligible employees as set forth in Schedule C of this~~
1479 ~~Agreement.~~

1480 ~~The following is a list of the annual City observed holidays and for Bargaining Unit members~~
1481 ~~working a forty (40) hour week:~~

- 1482 ~~_____ New Year’s Day _____ President’s Day~~
1483 ~~_____ Martin Luther King Day _____ Memorial Day~~
1484 ~~_____ July 4th _____ Labor Day~~
1485 ~~_____ Veteran’s Day _____ Thanksgiving Day~~
1486 ~~_____ Day after Thanksgiving _____ Christmas Day~~
1487 ~~_____ Floating Holiday~~

1488 ~~Employees will bid their Floating Holiday along with vacation.~~

1489 ~~**Section B.** Each employee will have an opportunity to bid on vacation according to SOG 5009:~~
1490 ~~Vacation Bidding.~~

1491 ~~**Section C.** Cash payment will be made in lieu of vacation time only if an employee is~~
1492 ~~discharged, resigns or retires subject to Section G below. When an employee is discharged or~~
1493 ~~resigns or retires, they shall receive pay in lieu of accrued vacation per the following formula:~~
1494 ~~Base pay plus holiday pay plus longevity pay x 26 pay periods = annual salary/121 shifts per year~~
1495 ~~= pay per shift/24 = hourly pay x number of accrued hours.~~

1496 ~~**Section D.** Maximum vacation accumulation at the end of any calendar year cannot exceed~~
1497 ~~fifty (50) working days or twenty five (25) shifts.~~

1498 ~~**Section E.** Each platoon will be allowed three employees on vacation at one time, except as~~
1499 ~~agreed upon between the City and the Union according to SOG 5009. Approval must be~~
1500 ~~obtained from the Fire Chief or Division Chief for more than three (3) employees to be on~~
1501 ~~vacation from any one platoon.~~

1502 ~~**Section F:** Kelly Days~~

1503 ~~In addition to vacation days and subject to Section E above, each bargaining unit member will~~
1504 ~~receive two (2) Kelly days per year to be granted on January 1 of each year beginning January 1,~~
1505 ~~2020. Kelly days will be populated in the City’s payroll system on the payroll that includes~~
1506 ~~processing of December 31 of the prior year.~~

1507 ~~These forty eight (48) Kelly hours for those on a seventy two (72) hour FLSA period or sixteen~~
1508 ~~(16) Kelly hours for those who work forty (40) hours per week, if not used by the end of the~~
1509 ~~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.~~

1546 **ARTICLE 18 – MEDICAL COVERAGE PROGRAM**

1547 **Section A. Medical Premiums**

1548 ~~1. **FY2022:** The City will pay up to a 6.24% increase over 2021 rates, or the actual~~
1549 ~~premium, whichever is less, based on type of individual enrollments. as follows~~

1550

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

1551
1552 ~~2. **FY2023:** The City will pay up to a 6.24% increase over 2022 city covered rates, or the~~
1553 ~~actual premium, whichever is less, based on type of individual enrollments.~~

1554 ~~3. **FY2024:** The City will pay up to a 6.24% increase over 2023 city covered rates, or the~~
1555 ~~actual premium, whichever is less, based on type of individual enrollments.~~

1556 ~~It is agreed that for application of any premium increase amounts indemnified by the City that~~
1557 ~~such increases must be based upon identical policy benefits between the years being compared~~
1558 ~~and that the bargaining unit agrees to provide documentation verifying the benefits for both~~
1559 ~~policy years at the time a request is made to increase the premium payment from the previous~~
1560 ~~year.~~

1561 ~~**SECTION B.** The bargaining unit will establish and administer its own HRA and the City agrees to~~
1562 ~~contribute into each individual HRA account the sum of \$1,000, on a yearly basis, as part of the~~
1563 ~~first payroll of each fiscal year. The contributions by the City shall be limited to each person~~
1564 ~~employed by the Department and who is a participant in the health care program administered~~
1565 ~~by the Union.~~

1566 ~~**SECTION C.** It is agreed that the bargaining unit will be responsible for all aspects of the~~
1567 ~~administration of the alternative health, vision and HRA, or any other related or associated~~
1568 ~~programs, and that the City will provide no administrative or support services of any kind or~~
1569 ~~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~~

1642 ~~of tuition and required textbooks for both undergraduate and graduate level courses.~~

1643 ~~Employees may supplement education benefits provided by the City through other~~
1644 ~~funding sources only if there is no personal financial gain. These sources must be~~
1645 ~~disclosed.~~

1646 ~~7. Application for Reimbursement~~

1647 ~~Eligible employees wishing to request education benefits must submit the Application for~~
1648 ~~Education Benefits form with Department Head approval, to the Human Resources~~
1649 ~~department. The Application for Education Benefits form is also required for~~
1650 ~~reimbursement of textbooks if paid separately from tuition. Reimbursement will only be~~
1651 ~~submitted after the employee has submitted proof after the completion of the course.~~
1652 ~~Reimbursement is only available for active employees and will not be paid to people who~~
1653 ~~have voluntarily or involuntarily left city service. The only exception is the case of a layoff.~~

1654 ~~8. Eligible Expenses~~

1655 ~~Under the Qualified Educational Assistance Reimbursement Program, the following~~
1656 ~~expenses are eligible for reimbursement:~~

- 1657 ~~• Tuition~~
- 1658 ~~• Registration~~
- 1659 ~~• Course Fees~~
- 1660 ~~• Course required books~~
- 1661 ~~• Required Lab fees~~

1662 ~~9. Ineligible Expenses~~

1663 ~~The following expenses are not eligible for reimbursement:~~

- 1664 ~~• Application Fees~~
- 1665 ~~• Testing Fees~~
- 1666 ~~• Optional Books~~
- 1667 ~~• Supplies~~
- 1668 ~~• Graduation Fees~~
- 1669 ~~• Computer Fees~~
- 1670 ~~• Course challenge testing~~
- 1671 ~~• Extracurricular programs~~
- 1672 ~~• Expenses for sports, games, hobbies or non-credit courses, except when the~~
1673 ~~course or activity is part of the degree program~~

1674 ~~10. Reimbursement Criteria~~

1675 ~~Reimbursement is only available for active employees and will not be paid to individuals~~
1676 ~~who have resigned employment or are terminated for cause during the course duration.~~
1677 ~~The only exception is the case of a layoff. Likewise, employees who withdraw, do not~~
1678 ~~complete the approved course, or fail to achieve the grade requirements are not entitled~~
1679 ~~to reimbursement.~~

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~~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.~~

1715 In addition, a representative from the Union will have a seat in the committee appointed by the
1716 Mayor for the purpose of making recommendations to the Mayor for the selection and hiring of
1717 new Fire Chiefs.

1718 ARTICLE 21 – SHIFT CHANGE

1719 Upon approval of the Battalion Chief, any employee will have the right to exchange shifts or
1720 trade with any other employee. The practice of exchanging shifts or trading time will be a
1721 voluntary program by the employees in order to permit an employee to absent himself/herself
1722 from work to attend to purely personal pursuits.

1723 When an employee is absent from work under the exchange of shifts policy, no other employee
1724 will be paid for working out of classification or overtime pay as a result of the exchange of
1725 shifts.

1726 When a change takes place, a standard form must be filled out per the SOG and given to the
1727 Battalion Chief twenty four (24) hours prior to trade under normal conditions, or as soon as
1728 possible in extenuating circumstances. The person who agrees to the exchange of shifts will
1729 assume the responsibility for working that day, except as provided for in regular sick leave or
1730 vacation policy.

1731 ARTICLE 22 – PROMOTIONS

1732 Section A. Promotion Definition

1733 All appointments to classifications other than that of Firefighter are considered to be
1734 promotions. Each person promoted will serve on a probationary status for a period of one (1)
1735 year.

1736 Section B. Promotions Requiring Examination

1737 1. The following positions shall be promoted in accordance with this section:

1738 a. Three (3) Battalion Chiefs.

1739 b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one (1)
1740 Captain in Fire Prevention. With regard to the position in Fire Prevention,
1741 promotions shall be made from those who currently hold the position of Captain,
1742 or the first person on the Captain's eligible register. However, those on the
1743 eligible register may choose to decline the position of Fire Prevention Captain
1744 without losing their position on the register. In that event, the promotion will be
1745 offered to the next eligible candidate on the list. In any event, those who choose
1746 to accept the promotion to the position of Fire Prevention Captain shall make a

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~~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 examination100 points (approximately)~~

~~F. Staff interview50 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~~

1776 examination at the discretion of the Fire Chief. All applicants for promotional
1777 examination must be given the examination at the same time. Only those applicants
1778 that participate in all parts of the promotional exam will be eligible for promotion.
1779 3. ~~The order in which applicants appear on the eligible register shall be determined by the
1780 total points attained from the written exam, staff interview, seniority points, and the
1781 assessment lab. The applicant having the highest number of points shall be first on the
1782 list. Seniority will be used to break ties with the person with more seniority being
1783 placed higher on the list. The eligible register will also list the employee's eligibility date.
1784 When a vacancy occurs, the Civil Service Commission will certify the top three (3) names
1785 on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the
1786 person with the highest amount of points (Idaho Code 50-1605) who is eligible for
1787 promotion on the date the vacancy occurred. If a person is not eligible at the time of the
1788 vacancy, they will maintain their position on the list but will be passed over for that
1789 promotion.~~
1790 4. ~~If a qualification program has been adopted by the Department and agreed to by the
1791 Union, each candidate must meet the requirements under that program. Candidates
1792 who do not meet those requirements will maintain their ranking on the list but will be
1793 passed over for promotion until they are certified and another vacancy occurs.~~
1794 5. ~~Once the eligible register is completed, all promotions will be made on the first day of
1795 the pay period in which the vacancy occurs. If a vacancy occurs and the eligible register
1796 has expired, a valid register will be developed according to Article 22 Section C. Once a
1797 valid register has been developed, the promotion and the eligibility requirements will be
1798 retroactive to the day the vacancy occurred. Each person promoted will serve on a
1799 probationary status for a period of one (1) year.~~

1800 ~~Section D. Preparation of Exam~~

1801 ~~1. In preparing questions to be used in an examination, the Human Resources staff shall
1802 consult with the head of the department or their responsible subordinates and with
1803 specially qualified persons or experts outside the Classified Service concerning the
1804 duties of a position to be filled, the qualifications to be required of the applicants
1805 thereof, the data upon which questions may be based; provided, however, he/she shall
1806 not consult with any person participating in that particular examination. Prior to the
1807 giving of an examination, all questions intended for use shall be in the exclusive
1808 possession and control of the Human Resources Office, which shall be held strictly
1809 responsible and accountable to the Commission for the secrecy thereof. If an outside
1810 testing vendor is used for the written examination, administration of the examination,
1811 including but not limited to question preparation, scoring, and inspection of
1812 examination papers will be in accordance with the testing vendor's policies and
1813 practices.~~

1814 ~~(a) Examinations shall be held in the presence of one or more duly authorized
1815 representatives of the Civil Service Commission.~~

- 1816 ~~(b) At the direction of the Examiner, time limits may be used in examinations. If time~~
1817 ~~limits are used, they shall be fixed by the Examiner who shall advise the~~
1818 ~~applicants at the time of assembling, and during examination give proper notice~~
1819 ~~of elapsed time and time remaining.~~
- 1820 ~~(c) Writing paper furnished by the Examiner shall be used exclusively by the~~
1821 ~~applicants. Unless otherwise specified in the announcement, pencils or other~~
1822 ~~necessary instruments will be furnished by Personnel Services. Mechanical or~~
1823 ~~electronic aides may be allowed at the discretion of the Commission.~~
- 1824 ~~(d) Books of reference or data of any kind shall not be used during any examination,~~
1825 ~~unless otherwise provided for in the announcement of the examination.~~
- 1826 ~~(e) Written tests shall be done with pencil, indelible pencil, or ink as may be~~
1827 ~~prescribed by the examiner.~~
- 1828 ~~(f) All papers pertaining to a given test shall be distributed at the same time.~~
- 1829 ~~(g) Individual explanation to applicants shall be prohibited.~~
- 1830 ~~(h) Communication between applicants shall be prohibited.~~
- 1831 ~~(i) Applicants shall not leave the examination room without permission from the duly~~
1832 ~~authorized representative of the Commission.~~
- 1833 ~~(j) All examination papers shall be picked up upon the expiration of the time limit set,~~
1834 ~~if a time limit is used.~~
- 1835 ~~(k) Should an applicant withdraw from an examination, he/she shall turn in all papers~~
1836 ~~which he/she has received.~~
- 1837 ~~(l) In case of irregularity in an examination, the Examiner shall make a written report~~
1838 ~~thereof to the Commission and such report shall be filed with the working papers~~
1839 ~~of the examination. The Fire Chief and Union are to be notified.~~
- 1840 ~~(m) Unnecessary conversation between examining personnel will be prohibited.~~
- 1841 ~~2. **Scoring Examination.** The written portion of the examination shall be evaluated on a~~
1842 ~~percentage basis, each percentage point to be worth one (1) numerical point. The~~
1843 ~~percentage of correct answers shall be converted to numerical points. The written~~
1844 ~~score, the staff interview points, assessment lab score, and seniority points are~~
1845 ~~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.~~

1882 Section F. Firefighter and Paramedic Requirements

1883 ~~Appointment to the following positions does not require an examination. Movement from~~
1884 ~~probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not~~
1885 ~~constitute a promotion. There is no probationary period for 2nd and 1st class firefighters.~~

1886 CLASSIFICATION

- 1887 ~~• Firefighter 2nd Class~~
- 1888 ~~• Firefighter 1st Class~~
- 1889 ~~• Firefighter Paramedic~~

1890 ~~Appointment to positions listed above shall fall within the Fire Chief's discretion. Eligibility~~
1891 ~~standards are listed below.~~

- 1892 ~~• Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd class~~
1893 ~~firefighter upon satisfactory completion of one (1) year service as a Probationary~~
1894 ~~Firefighter and satisfactory completion of probationary requirements by written~~
1895 ~~approval of the Fire Chief.~~
- 1896 ~~• Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class firefighter~~
1897 ~~upon completion of one (1) year service as 2nd Class and satisfactory completion of 2nd~~
1898 ~~class requirements and receipt of written approval of the Fire Chief.~~
- 1899 ~~• Firefighter Paramedic: Candidates for paramedic training shall be selected by the Fire~~
1900 ~~Chief. Preference shall be given, over lower classifications, to candidates who have~~
1901 ~~finished their 1st class Firefighter outlines. Final appointment shall be contingent upon~~
1902 ~~compliance with the State Board of Medicine requirements. Those who choose to~~
1903 ~~accept the training of paramedic shall make a commitment to remain in that position for~~
1904 ~~a minimum of two (2) consecutive years upon appointment to the position.~~
- 1905 ~~• Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector~~
1906 ~~position is created, appointment to this position shall first be offered to current~~
1907 ~~bargaining unit members who have attained the rank of FF 1st Class and above. If no~~
1908 ~~current bargaining unit member applies for the position the Chief may fill the position at~~
1909 ~~his discretion, either from the civil service list or by open applications. If there is a~~
1910 ~~reduction in the number of Fire Inspector positions only those hired from the civil~~
1911 ~~service list can be reassigned to a line position.~~

1912 Section G. Reduction in Rank

- 1913 ~~1. Disciplinary reduction: A member may be reduced in rank per the disciplinary procedures.~~
1914 ~~When so reduced, the individual will be reduced in rank available as a result of the~~
1915 ~~reduction determined by the disciplinary action.~~

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- ~~2. Reduction in Work Force: A reduction in staffing due to an involuntary force reduction.~~
- ~~a. The last person promoted shall be returned to the rank and seniority held before seniority held before promotion.~~
- ~~b. The person so reduced in rank shall be the first to be reappointed to the higher position before another person below in the promotion register from which the promotion occurred or from a promotion register established subsequent thereto.~~

Section H. Voluntary Reduction in Rank

- ~~1. A member who chooses to take a voluntary reduction, and has held the position fewer than 120 days, will be allowed to return to previously held rank, and future promotions will require participation in competitive promotion process.~~
- ~~2. A member who chooses to take a voluntary demotion and has held the position for 120 days or more will be allowed to return to the highest attained rank which is currently vacant, or will be vacated by the voluntary demotion. Any future promotions will require participation in the competitive promotion process.~~
- ~~a. If available rank is below the highest rank attained, then the member shall be the first to be reappointed to the higher position before another member below on the promotion register from which promotion occurred from a promotion register established subsequent thereto.~~

Section I. Temporary Appointments

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

Section J. Work Assignment

- ~~1. The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions are made, the City and the Union shall bargain prior to implementations.~~
- ~~2. Employees shall be assigned work which is consistent with recognized appropriate work for professional fire fighters and be provided with training which will assist them in completing their assignments.~~
- ~~3. It is recognized that during the course of an emergency there are situations that may arise requiring extraordinary measures. With cause, the Mayor may declare~~

1947 ~~"emergency conditions" lasting 72 hours or less, in which firefighters may be required to~~
1948 ~~perform non-traditional functions.~~

1949 **ARTICLE 23 – LIMITED DUTY**

1950 ~~Any employee who is temporarily incapacitated and who has a limited duty statement from~~
1951 ~~their doctor may be allowed to return to work to perform any of the following duties:~~

1952 ~~1. Preparation of materials for inspection and training divisions.~~

1953 ~~2. Light duty equipment and station maintenance.~~

1954 ~~3. Fire prevention work.~~

1955 ~~4. Limited Duty assignments should generally be within the expertise and scope of the~~
1956 ~~individual's current or past positions, but may include basic clerical work or any other~~
1957 ~~work beneficial to the organization's operation.~~

1958 **ARTICLE 24 – LAYOFF AND RECALL**

1959 ~~Layoff is defined as any involuntary separation from employment not involving delinquency,~~
1960 ~~misconduct or inefficiency. Whenever for lack of work, funds, change in organizational~~
1961 ~~structure, or other compelling reason it becomes necessary to reduce the number of employees~~
1962 ~~within the Fire and/or Ambulance Service, the following regulations shall apply:~~

1963 ~~1. The person last hired shall be laid off first.~~

1964 ~~2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of said~~
1965 ~~layoff, giving the names of those laid off, the date of appointment and the reason for~~
1966 ~~the reduction in force.~~

1967 ~~3. The names of those so laid off shall be entered on an appropriate recall register in~~
1968 ~~inverse order of their layoff.~~

1969 ~~4. When it is desired to again increase the number of officers or employees, the Civil~~
1970 ~~Service Commission shall certify all those laid off in the order their names appear on~~
1971 ~~the recall register. A person so certified, who declines, or who after 10 business days'~~
1972 ~~notice has failed to accept recall, shall be considered permanently separated from the~~
1973 ~~Fire and/or Ambulance Service.~~

1974 ~~5. Recalls herein are subject to such medical examination and other conditions consistent~~
1975 ~~with these rules, as the Civil Service Commission deems necessary. Temporary medical~~
1976 ~~disabilities (broken bone, short term illness) shall not result in loss of recall rights.~~

1977 ~~6. In the event a previously promoted officer or employee returns to duty, or the number~~
1978 ~~of officers or employees holding that rank is reduced, the last officer or employee~~
1979 ~~promoted shall be returned to the rank he held before. The officer or employee~~
1980 ~~demoted shall be the first reinstated to the higher classification, before anyone else on~~
1981 ~~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.~~

2017 ~~**Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the Union~~
2018 ~~Grievance Committee within 20 business days. If the parties fail to reach an agreement within~~
2019 ~~20 business days, it shall be handled in accordance with the provisions of Section E.~~

2020 ~~**Section E.** In the event the grievance is not resolved within 20 business days after being~~
2021 ~~referred to the Mayor, the issue may be submitted to arbitration in accordance with the~~
2022 ~~following procedures:~~

- 2023 ~~1. The party demanding arbitration shall file their demand and copy the opposing party~~
2024 ~~within 40 business days from the date the grievance was referred to the Mayor. The~~
2025 ~~failure to file the demand for arbitration within the 40 business days period shall be~~
2026 ~~deemed a waiver of the right of such party to demand arbitration of the issue in dispute.~~
- 2027 ~~2. The party requesting arbitration will request from the American Arbitration Association~~
2028 ~~a panel of five (5) arbitrators who are members of the National Academy of Arbitrators.~~
2029 ~~Both parties shall prepare and agree on written questions outlining the issues to be~~
2030 ~~addressed by the arbitrator.~~
- 2031 ~~3. Either party may reject the entire panel of arbitrators and request a new panel from the~~
2032 ~~A.A.A., to be selected in accordance with number 2 above. No more than two panels~~
2033 ~~may be so rejected.~~
- 2034 ~~4. A flip of the coin will determine the right to strike the first two names from the five (5)~~
2035 ~~person panel. The other party will then have the right to strike an additional two (2)~~
2036 ~~names. The fifth remaining person will then be the arbitrator. This selection process~~
2037 ~~must be accomplished within five (5) days of receipt of the panel from the A.A.A.~~
- 2038 ~~5. The decisions of the Arbitrator shall be final and binding on both parties in all matters~~
2039 ~~pertaining to Section A, of this Article.~~
- 2040 ~~6. The Union and City shall share the expenses of the Arbitrator.~~

2041 ~~**Section F.** Where a complaint alleges discrimination based on race, creed, color, religion, sex or~~
2042 ~~physical handicap, the City's Affirmative Action complaint procedure will be utilized. In matters~~
2043 ~~dealing with sexual harassment, the Sexual Harassment Complaint Procedure will be used.~~

2044 ~~**ARTICLE 27 – SUBSEQUENT CONTRACTS**~~

2045 ~~**Section A.** Not later than June 1st of the year this Agreement expires the Union President shall~~
2046 ~~advise the Mayor, in writing, of the Union's intent to negotiate, and supply a roster of the~~
2047 ~~bargaining unit's negotiating team. The Mayor, or designee, shall acknowledge receipt of the~~
2048 ~~union proposals within ten (10) business days' notice and shall provide to the Union President,~~
2049 ~~in writing, a roster of the negotiating team representing the City.~~

2050 ~~**Section B.** Submission of issues to Fact Finding Commission. In the event the bargaining agent~~
2051 ~~and the corporate authorities are unable, within thirty (30) days from and including the date of~~
2052 ~~their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be~~
2053 ~~submitted to a Fact Finding Commission pursuant to the procedures outlined I.C. 44-1801 et~~
2054 ~~seq.~~

2055 **ARTICLE 28 – HEALTH AND SAFETY**

2056 ~~Recognizing the inherent dangers in firefighting, medical and rescue operations, the City and~~
2057 ~~Union agree to cooperate in providing a reasonable and prudent level of safety for employees~~
2058 ~~in the Fire Department.~~

2059 ~~**Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be formed,~~
2060 ~~to be composed of two representatives from the Union, one Assistant Chief, all of whom shall~~
2061 ~~serve without compensation. The duties of this committee shall be as follows:~~

- 2062 ~~1. To meet as needed to review and discuss the safety reports received from each company~~
2063 ~~officer.~~
- 2064 ~~2. To correct, or make recommendations to the Fire Chief for the correction of, hazardous~~
2065 ~~conditions or unsafe work methods which come to the attention of the Committee.~~
- 2066 ~~3. To prepare written minutes of all committee meetings for review and adoption at the~~
2067 ~~next meeting.~~
- 2068 ~~4. To review reports of accidents, deaths, and injuries reported to worker's compensation~~
2069 ~~and to make recommendations, including a date of implementation, to modify rules~~
2070 ~~and/or procedures in order to avoid similar incidents in the future. Provided, however,~~
2071 ~~that the Committee shall have access to confidential medical information in the~~
2072 ~~possession of the City only upon written authority by the employee involved.~~
- 2073 ~~5. To gather information from authoritative medical sources regarding a standardized~~
2074 ~~medical protocol for emergency care and treatment of injured firefighters. The~~
2075 ~~Committee's recommendations will be presented to the Fire Chief who will in turn~~
2076 ~~present these recommendations to appropriate officials at the health care facilities.~~

2077 ~~**Section B.** The City shall furnish and maintain all safety equipment such as respiratory~~
2078 ~~apparatus, gloves, helmets, protective clothing and eye goggles.~~

- 2079 ~~1. The Captains are responsible for conducting an inspection at least once each quarter~~
2080 ~~year of the safety equipment assigned to personnel under their supervision. In addition,~~
2081 ~~the Committee may also conduct such inspections. When any article needs~~
2082 ~~replacement or repair, the Captain shall forward a written request, with a~~
2083 ~~recommendation date for correction if appropriate, to the Battalion Chief, with a copy~~
2084 ~~to the Committee.~~
- 2085 ~~2. Repairs of breathing apparatus will be performed only by persons who have been~~
2086 ~~properly trained by the manufacturer.~~

2087 ~~**Section C.** Firefighter Health and Safety Training. The City will provide an ongoing safety~~
2088 ~~program as described below.~~

2089 ~~1. An annual training schedule will be posted by the Training Division listing subjects to be~~
2090 ~~covered. Safety matters listed on this schedule will be mandatory; however, the~~
2091 ~~company officer is advised to cover any other items that he feels appropriate. The~~
2092 ~~Committee may also recommend additional subjects which it feels should be scheduled~~
2093 ~~for training.~~

2094 ~~2. Each company officer will conduct a safety meeting with his assigned crew for at least~~
2095 ~~one hour each month.~~

2096 ~~3. A training record shall be maintained for each employee, listing dates and subjects~~
2097 ~~covered.~~

2098 ~~4. Any employee who fails to observe safety rules, regulations, or procedures shall be~~
2099 ~~subject to disciplinary action.~~

2100 ~~5. The company officer will forward any recommendations on matters, which he is unable~~
2101 ~~to correct to the Committee.~~

2102 ~~6. Any recommended items or procedures, which are costly or unusual, shall be sent to the~~
2103 ~~Fire Chief for consideration.~~

2104 ~~**Section D.** Procedures for Recommendations: The Fire Chief may implement, modify, or reject~~
2105 ~~any recommendation provided for in this Article. Should the Fire Chief reject or modify a~~
2106 ~~recommendation, a written decision and explanation shall be provided to the Committee. The~~
2107 ~~Committee may appeal in writing any rejection or modification to the Mayor within five (5)~~
2108 ~~business days' notice from the date of the decision. The Mayor shall give a written decision on~~
2109 ~~the matter to the Committee, with a copy to the Fire Chief, within ten (10) business days' notice~~
2110 ~~of receipt of the appeal. If the Committee disagrees with the decision of the Mayor, it may~~
2111 ~~meet with the Mayor in order to discuss referring the matter to arbitration. In the event both~~
2112 ~~parties mutually agree to refer the matter to arbitration, they must agree, in writing, as to~~
2113 ~~whether the arbitration will be binding or non-binding. Any arbitrator chosen must be~~
2114 ~~knowledgeable in the field of fire safety.~~

2115 ~~**Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief,~~
2116 ~~Billing and Coding Clerk, Medical Billing Specialist, and the Fire/EMS Support Specialist will~~
2117 ~~participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established~~
2118 ~~through mutual agreement between the City and the Union. No employee will be disciplined or~~
2119 ~~discharged for failure to meet standards, which may be established within the program. The~~
2120 ~~City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to~~
2121 ~~\$20,000.00 per year.~~

2122 ~~**Section F. Medical Evaluation.** The City will provide those employees who serve in a line~~
2123 ~~capacity with a medical evaluation that balances current medical knowledge and the current~~
2124 ~~edition of NFPA 1582, as recommended by the Department’s physician. The physician shall be~~
2125 ~~selected by the Department’s Fitness/Wellness Committee.~~

2126 ~~**Section G. Fit-For-Duty.** There are two components that determine an employee’s fitness for~~
2127 ~~duty and both must be met in order for the employee to serve in a line capacity which exposes~~
2128 ~~them to an Immediately Dangerous to Life and Health (IDLH) environment.~~

2129 ~~1. Medical Certification — Fire Department Physician will provide medical certification~~
2130 ~~and return to work authority. Medical conditions that are being treated by a~~
2131 ~~specialist require a unified return to work decision between the Department’s~~
2132 ~~Physician and the specialist.~~

2133 ~~2. Physical Agility Test — All personnel, as defined above, shall complete the physical~~
2134 ~~demands of a physical agility test once per year. The specific Physical Agility Test will~~
2135 ~~be determined by the Department’s Fitness/Wellness Committee and City~~
2136 ~~Management. If the parties are unable to come to an agreement on a Physical Agility~~
2137 ~~Test, the “Combat Challenge” will be used. Individuals who are unable to complete~~
2138 ~~the specified standards of the test will be pulled from the line duties, placed on light~~
2139 ~~duty, and prescribed a directed training regimen by a Peer Fitness Coordinator. The~~
2140 ~~individual will have four weeks to complete the Physical Agility Test or demonstrate~~
2141 ~~measurable improvement. A weekly progress report will be submitted to staff by a~~
2142 ~~Peer Fitness Coordinator for any employee on a directed training regimen.~~

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2144 ~~**Section H. Enhanced Employee Assistance Program (EAP)**~~

2145 ~~All Fire Fighters, Driver/Operators, Paramedics, Captains, and Battalion Chiefs are provided an~~
2146 ~~enhanced Employee Assistance Program (EAP) which includes one (1) mandatory visit per fiscal~~
2147 ~~year and up to 20 voluntary visits per incident. The one mandatory visit will be paid regular~~
2148 ~~time if attended on duty, or 1 hour overtime for off duty appointments. Any off duty~~
2149 ~~appointments are not subject to the 2-hour call back minimum. Any subsequent visits will be~~
2150 ~~on the employees own time or by utilization of sick leave per Article 17. In the event that a~~
2151 ~~person has a medical diagnosis related to a condition for which EAP is being utilized, they can~~
2152 ~~no longer continue with the EAP program for that condition and will need to utilize health~~
2153 ~~benefits for treatment. All other personnel will be participants in the standard EAP program~~
2154 ~~offered by the City. All employees’ dependents will have access to standard EAP.~~

2155 ~~**ARTICLE 29 – RESIDENCY REQUIREMENT**~~

2156 ~~Fire Department employees, regardless of when hired, may live anywhere, inside or outside of~~
2157 ~~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%

2194 ~~Parties believe that placement of the refund and matching amounts in the PERSI 401k plan~~
2195 ~~allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax,~~
2196 ~~PERSI base plan payments, worker’s compensation or other taxes and payments. Parties agree~~
2197 ~~to work together to make the payments in a manner which maximizes the benefit for members~~
2198 ~~and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be~~
2199 ~~avoided, the City of Pocatello shall not be responsible for additional taxes or payments in~~
2200 ~~excess of what is received in any refund or what was previously being paid as the employer’s~~
2201 ~~share of social security. Such additional taxes or payments will be assessed to the member~~
2202 ~~recipient.~~

2203 **ARTICLE 33 – REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

2204 ~~1. Employer and Union agree to implement the following alcohol and drug testing~~
2205 ~~program. The parties agree that the primary purpose of this policy is to prevent on-~~
2206 ~~the job impairment stemming from substance abuse. The parties also agree that~~
2207 ~~when a worker is presumed to be impaired due to substance abuse that the~~
2208 ~~supervisor has an obligation to remove the employee from his position immediately.~~
2209 ~~The supervisor will call “Out of Service” and contact the Battalion Chief immediately,~~
2210 ~~who after verifying the suspicion, will contact the Pocatello Police Department Shift~~
2211 ~~Commander and ask that an officer that is trained in recognition of drug and alcohol~~
2212 ~~identification be sent to evaluate the suspected employee. If the Police Officer~~
2213 ~~believes that said employee may be under the influence, the employee shall submit~~
2214 ~~to a breath analysis, urinalysis, and/or blood.~~

2215 ~~If the employee is found to be under the influence, they may be disciplined and will~~
2216 ~~submit to assistance through the EAP program.~~

2217 ~~2. The Employer shall not utilize any form of random testing unless specifically~~
2218 ~~required by federal law. When random testing is required, the Employer shall only~~
2219 ~~administer random testing to those workers specifically subject to random testing as~~
2220 ~~required by federal law (narrowly defined). No other bargaining unit workers shall~~
2221 ~~be subjected to random testing of any form and under any circumstances.~~

2222 ~~3. Any matters related to this alcohol and drug testing policy shall be subject to the~~
2223 ~~grievance and arbitration procedures of this Collective Bargaining Agreement.~~

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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~~

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~~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.~~

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

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

~~FOR THE UNION:~~

~~_____
Signature on file
Andy Moldenhauer, President Local 187~~ ~~_____
Signature on file
Adam Davis, Vice President~~

~~FOR THE CITY OF POCATELLO:~~

~~_____
Signature on file
Brian C. Blad, Mayor~~

~~ATTEST:~~

~~_____
Signature on file
Konni Kendell, City Clerk~~

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

SCHEDULE A: BASE PAY*

CLASSIFICATION	PAY GRADE	FY2022 BIWEEKLY	FY2023 BIWEEKLY	FY2024 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.

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SCHEDULE B: LONGEVITY PAY

CONSECUTIVE YEARS OF SERVICE	BI-WEEKLY LONGEVITY PAY (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

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SCHEDULE G: VACATION

YEARS OF SERVICE	WORKING 40-HOUR WEEK 8-HOUR DAYS OFF	WORKING 72 HOUR WORK PERIOD 12-HOUR DAYS/24 HOUR SHIFTS OFF
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

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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 GRADE	FY2022 BASE BIWEEKLY	FY2022 BIWEEKLY HOLIDAY PAY	FY2023 BASE BIWEEKLY	FY2023 BIWEEKLY HOLIDAY PAY	FY2024 BASE BIWEEKLY	FY2024 BIWEEKLY HOLIDAY PAY
Probationary Firefighter	14F	\$1,684.48	\$84.22	\$1,736.00	\$86.80	\$1,797.60	\$ 89.88
2nd Class Firefighter	16F	\$1,852.48	\$92.62	\$1,908.48	\$95.42	\$1,975.68	\$ 98.78
1st Class 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 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

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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~~

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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.~~

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SCHEDULE F: PARAMEDIC PAY*

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PARAMEDIC STEP PAY

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YEARS OF SERVICE AS A PARAMEDIC	FY2022 BIWEEKLY STEP PAY	FY2023 BIWEEKLY STEP PAY	FY2024 BIWEEKLY STEP PAY	PERCENT OF 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%

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*Effective First pay period of the fiscal year

Fire Negotiations FY2025
City Proposal #16
Prescription Medicine

TA Date: 5/24/24
TA Number: 8
City Rep: [Signature]
Heather Buchanan
Union Rep: [Signature]
Jordan VanEvery

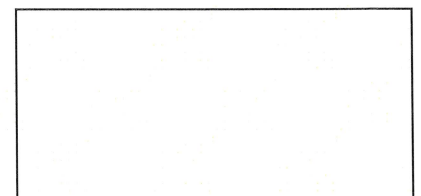
Prescription Medicine

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



Fire Negotiations FY2025
City Proposal #21
Article 17 and Article 31 Language Update

TA Date: 5/24/24

TA Number: 9

City Rep: 
Heather Buchanan

Union Rep: 
Jordan VanEvery

ARTICLE 17 – ACCUMULATION OF SICK LEAVE

- The 1.0765 calculation will only apply to monies put into the ~~WSGFF~~ IAFF MERP

ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN

Section A. The City shall make a monthly pre-tax contribution of \$75.00 per employee to the ~~Washington State Council of Firefighters~~ IAFF 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 (MERP)~~ IAFF MERP 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.

Written: HB 5/17/2024

Presented: 5/24/2024

NOTES ~~removed language~~ replacement language

This proposal is only to update the naming of the MERP plan to "IAFF MERP" and it not addressing the amount of the MERP payment.

