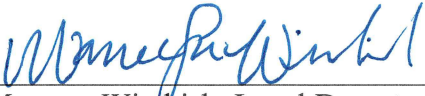




Fire Union Negotiation Meeting Minutes

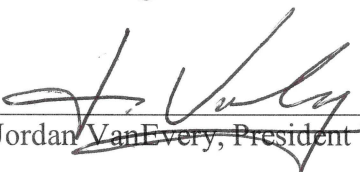
Meeting Date & Time:		Wednesday, August 21, 2024; 1:01 p.m.
Attendee	Position	Company/Department
Heather Buchanan	Human Resources Director	Human Resources
Jared Johnson	City Attorney	Legal
Ryan O'Hearn	Chief	Fire
Jordan VanEvery	President, IAFF #187	Fire
Adam Davis	Vice President, IAFF #187	Fire
Eric Anderson	Treasurer, IAFF #187	Fire
Marcus Andrews	E-Board	Fire
Austin White	Member	Fire
Sam Morris	Member	Fire
Meeting Notes		
<u>City of Pocatello and IAFF #187 Union Negotiations</u>	Meeting opened at 1:01 p.m.	
	▪ Heather Buchanan opened the meeting. ▪ H. Buchanan addresses C-3&9 Revised. ▪ Jordan VanEvery suggests changes to Section A regarding hours. ▪ Caucus 1:07 p.m. – 1:08 ▪ J. VanEvery clarifies Section C language. ▪ Caucus 1:11 p.m. – 1:19 p.m. ▪ J. VanEvery states they are okay with Section C language. ▪ H. Buchanan states they are okay with Section A change made to hours. ▪ J. VanEvery and H. Buchanan initial changes made to C-3&9 Revised. ▪ Tentative agreement was reached on C-3&9 Revised, New Sections, TA-12. ▪ H. Buchanan discusses draft CBA with incorporated TA's, suggested language, and outstanding proposal sections. ▪ H. Buchanan discusses job description changes. ▪ Caucus 1:43 p.m. – 3:08 p.m. ▪ J. VanEvery and H. Buchanan discuss various sections and language adaptations. ▪ H. Buchanan discusses pay calculations and stipends. ▪ Caucus 3:26 p.m. – 3:42 p.m. ▪ H. Buchanan discusses updates to sections based on earlier discussions.	

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| <ul style="list-style-type: none">▪ J. VanEvery discusses promotional processes within the CBA.▪ H. Buchanan and J. VanEvery discuss job descriptions.▪ Caucus 4:02 p.m. – 4:16 p.m.▪ J. VanEvery states they agree with the job description language.▪ Chief O’Hearn asks for clarification on promotional process.▪ Meeting adjourned at 4:24 p.m. |
|---|

By: 
Mareesa Wimboish, Legal Department

Approved as to Substance and Form:

By: 
Heather Buchanan, Human Resources Director

By: 
Jordan VanEvery, President IAFF #187

Fire Negotiations FY2025
City Proposal #3 REVISED
New Sections

TA Date: 8/21/24
TA Number: 12
City Rep: HB
Heather Buchanan
Union Rep: J. VanEvery
Jordan VanEvery

NEW SECTION: ORGAN AND BONE MARROW DONATION LEAVE

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

Section A. Bone Marrow Donor

Up to 48 hours to serve as a bone marrow donor if the employee provides the appointing authority written verification that the employee is to serve as a bone marrow donor.

Section B. Organ Donation

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

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

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

DEATH BENEFIT FOR UNUSED SICK LEAVE AND VACATION

If death occurs while the employee is still in the City service, the beneficiary listed on the employee's insurance enrollment paperwork will receive this benefit. The amount paid for unused sick leave is calculated using the same formula for retirees.

NEW SECTION: BEREAVEMENT LEAVE

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

IMMEDIATE FAMILY MEMBER	HOURS
Spouse	120 intermittent hours
Domestic Partner covered on City Medical Plan	120 intermittent hours
Child: biological, adopted, step, foster, legal ward	80 consecutive hours
Parent/Step Parent	40 consecutive hours
Sibling/Step Sibling	40 consecutive hours
Grandparent/Great Grandparent	24 consecutive hours
Grandchild: biological, adopted, foster, step	24 consecutive hours

Fire Negotiations FY2025

City Proposal #3 REVISED

New Sections

Great Grandchild: biological, adopted, foster, step	24 consecutive hours
Uncle/Aunt	24 consecutive hours
Nephew/Niece	24 consecutive hours

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

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

36 **NEW SECTION: FUNERAL PARTICIPATION**

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

39 **NEW SECTION: RETIREMENT GIFT**

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

Years of Service	Amount
30 years	\$525
20-29 years	\$375
10-19 years	\$262.50
5-9 years	\$187.50

46 **NEW SECTION: WORKER'S COMPENSATION**

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

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

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

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

New Sections

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

Section A. Claims Management

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

Section B. Medical Treatment

If medical treatment for an on-the-job injury or illness is necessary, the employee must receive initial treatment from a provider designated by the City. Provider information is posted on the City's Intranet and in each department. In the case of an extreme emergency, the employee should be treated by a hospital emergency room. If an ambulance is needed, call 911.

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

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

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

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

Section C. Light Duty Restrictions

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

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

Section D. Time Loss Income Benefits

In order to receive income benefits, the time lost from work (disability) must be authorized by the treating physician. Income benefits are payable if the employee is disabled from work more than five

Fire Negotiations FY2025

City Proposal #3 REVISED

New Sections

(5) calendar days. Benefits are payable from the sixth (6) day after disability unless the employee is hospitalized overnight or disability exceeds fourteen (14) days. Under these conditions, benefits are payable from the date of disability.

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

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

Section E. Denial of a Claim

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

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

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

Written: HB 4/09/2024

REVISED: HB 08/21/2024

Original Presented: 5/10/2024

Revised Presented: 5/16/2024

Revised Presented: 8/21/2024