



Fire Union Negotiation Meeting Minutes

Meeting Date & Time:	Thursday, August 22, 2024; 9:06 a.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
Sam Morris	Member	Fire
Meeting Notes		
<u>City of Pocatello and IAFF #187 Union Negotiations</u>	Meeting opened at 9:06 a.m.	
	<ul style="list-style-type: none"> ▪ Heather Buchanan opened the meeting. ▪ H. Buchanan provides response language to Section G. ▪ Discussion on Article 18 and Section F. ▪ Caucus 9:16 a.m. – 10:00 a.m. ▪ Tentative agreements were reached on the following: Article 18, Miscellaneous Benefits, TA-13. Section F, Paramedic Stipend Pay, TA-14. Section G, Paper Dates for the Promotion of Engineers, TA-15. ▪ Discussion on job descriptions. ▪ Caucus 10:32 a.m. – 10:40 a.m. ▪ Discussion on job descriptions. ▪ Caucus 10:42 a.m. – 10:47 a.m. ▪ Discussion on job descriptions. ▪ Caucus 11:08 a.m. – 12:38 p.m. ▪ H. Buchanan presents language to address job descriptions. ▪ Caucus 12:43 p.m. – 12:51 p.m. ▪ Tentative agreement was reached on Article 1 of the CBA addressing job descriptions, TA-16. ▪ Meeting adjourned at 12:52 p.m. 	

By: Mareesa Wimbish
Mareesa Wimbish, Legal Department

Approved as to Substance and Form:

By: Heather Buchanan
Heather Buchanan, Human Resources Director

By: Jordan VanEvery
Jordan VanEvery, President IAFF #187

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J. J. J.
TA: 13

1 **ARTICLE 18 – MISCELLANEOUS BENEFITS**

2 **SECTION A. ORGAN AND BONE MARROW DONATION LEAVE**

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

5 **Item 1. Bone Marrow Donor**

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

9 **Item 2. Organ Donation**

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

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

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

18 Organ and Bone Marrow Donation Leave is not considered time worked for the purpose of
19 determining overtime.

20 **SECTION B. DEATH BENEFIT FOR UNUSED SICK LEAVE AND VACATION**

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

24 **SECTION C. BEREAVEMENT LEAVE**

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

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

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

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

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

40 Bereavement Leave is not considered time worked for the purpose of determining overtime.

41 **SECTION D. FUNERAL PARTICIPATION**

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

45 **SECTION E. RETIREMENT GIFT**

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

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

53 **SECTION F. WORKERS COMPENSATION**

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

57 **Item 1. Reporting an On-the-job Injury**

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

61 Failure to report an on-the-job injury and/or to follow the procedure outlined in this

62 section may result in disciplinary action.

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

65 **Item 2. Claims Management**

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

71 **Item 3. Medical Treatment**

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

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

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

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

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

89 **Item 4. Workers Compensation Light Duty Restrictions**

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

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

97 action from the City.

98 **Item 5. Time Loss Income Benefits**

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

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

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

111 **Item 6. Denial of a Claim**

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

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

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

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8/21/24
JB
J. Volney
TA: 14

1 **SECTION F. PARAMEDIC STIPEND PAY**

2 **Item 1. Stipend Percentages Based on Rank**

3 Paramedic stipend pay is for firefighting line personnel who are a certified Paramedic in
4 the State of Idaho. Employees will have a separate pay grade in their appropriate rank
5 to receive their paramedic stipend pay. The stipend percentage is applied at step one of
6 the individual grades. The subsequent steps are built off the proceeding step and not
7 off the grade without the stipend.

- 8 • Firefighter with Paramedic is 17% over Firefighter
- 9 • Engineer with Paramedic is 10% over Engineer
- 10 • Captain with Paramedic is 4% over Captain
- 11 • Battalion Chief with Paramedic is 2% over Battalion Chief

12 **Item 2. Achievement of Paramedic Certification**

13 Firefighter line personnel who obtain the State of Idaho Paramedic certification are
14 eligible for the paramedic stipend at the start of the full pay period after achieving their
15 certification. The member will retain their current step level and move to the correct
16 pay grade of their rank that has the paramedic stipend. Example: Captain F7, Step 7 will
17 become Captain w/Paramedic F8, Step 7

18 **Item 3. Loss of Paramedic Certification**

19 If a member loses their State of Idaho Paramedic certification they will lose their
20 paramedic stipend immediately. The member will be moved to the pay grade of their
21 rank without the stipend and will maintain their step level. Example: Engineer
22 w/Paramedic F4, Step 5 will become Engineer F3, Step 5

23 **Item 4. Fire Prevention Captain Paramedic**

24 The Fire Prevention Captain is not eligible for a Paramedic Stipend on a daily basis. The
25 position will log time in the Fire Prevention Captain w/ Paramedic grade only for the
26 time the member is actually working in a line capacity. This is a not a daily pay and is
27 only applies to time worked.

28 **Item 5. Paramedic Stipend and Promotion Pay Calculations**

29 Members who hold a paramedic stipend will have their stipend pay included in the 5%
30 promotion calculation, this includes the Fire Prevention Captain w/Paramedic.

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J. Volney
TA: 15


1 **SECTION G. "PAPER DATES" FOR THE PROMOTION OF ENGINEERS**

2 Prior to FY2025 members who held the position of Paramedic were able to go through the
3 promotional process and accept the position of Driver/Operator (now called an Engineer), this
4 acceptance was only in title and is considered a "paper date". This administrative acceptance
5 secured the member a promotional date for the rank of Engineer; the member then was
6 reverted back to a Paramedic position. With the FY2025 reorganization of the ranks and
7 implementation of a paramedic stipend the former process of paper dates is no longer
8 accepted. Members who have a historical paper date will be allowed to promote into a vacant
9 Engineer position using the following conditions.

- 10 1. When a vacancy in the Engineer's position becomes available, the position will first be
11 offered to the Firefighter with the oldest Engineer's promotional date. Subsequent
12 vacancies will be offered in the same manner until all members with Engineer's
13 promotional dates have accepted positions or declined promotion.
14 2. A member who does not accept the Engineer's position will vacate their promotional
15 date.

16 The promotional testing process for Engineers will to continue to be offered as defined in
17 Section C. above to ensure a valid list remains in addition to the "paper date" promotional date
18 list.

19 Once the paper date list is exhausted all future promotions to Engineer must be through the
20 standard promotional process.
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8/22/2024

TA: 16

COLLECTIVE BARGAINING AGREEMENT

TA: 16

1 This Agreement entered into this ### day of November ####, 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 ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

5 Section A. Agreement and Purpose

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

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

17 Section B. Application of Agreement

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

22 Section C. Controlling Documents

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

31 Certain provisions of the bargaining units' job descriptions have been negotiated and are in
32 Schedule E. These provisions are hereby incorporated into the job descriptions that are in the
33 Fire Department Standard Operating Guidelines.

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1 **SCHEDULE E. Job Description Language Included in Defined Positions**

2 **POSITIONS:** All Bargaining Unit Members

3 **LANGUAGE INCLUDED:**

- 4
- Must maintain a current and valid driver's license.

5 **POSITIONS:** Firefighter w/Paramedic, Engineer w/Paramedic, Engineer ARFF w/Paramedic,
6 Captain w/Paramedic, Captain ARFF w/Paramedic, Fire Prevention Captain w/Paramedic,
7 Battalion Chief w/Paramedic

8 **LANGUAGE INCLUDED:**

- 9
- **Fire Line Staff w/Paramedic: Stipend:** In addition to firefighting duties, this position may
10 respond to emergency medical and trauma incidents in Bannock County. Incumbents
11 provide in field advanced life support triage, assessment, treatment and transportation
12 of patients to emergency department physicians of local primary care facilities and treats
13 patients within their licensure level according to the Division of Public Health – Idaho
14 Bureau of Emergency Medical Services and Medical Director.
 - Must be a licensed Paramedic in the State of Idaho

16 **POSITIONS:** Engineer ARFF, Engineer ARFF w/Paramedic, Captain w/ARFF, Captain ARFF
17 w/Paramedic

18 **LANGUAGE INCLUDED:**

- 19
- **Aircraft Rescue Firefighter (ARFF) Stipend:** Provides fire protection, rescue, emergency
20 medical, services and property protection for the Pocatello Regional Airport.
 - The initial and recurrent training curriculum must include all areas as defined in
21 14 CFR Part 139.319(i) 2
22

23 **POSITIONS:** All Firefighting Line Personnel, including Fire Prevention Captain with or without
24 Paramedic

25 **LANGUAGE INCLUDED:**

26

- **PHYSICAL REQUIREMENTS/WORKING ENVIRONMENT**

- 27
- This work requires the regular exertion of up to 20 pounds of force, frequent
28 exertion of up to 75 pounds of force, and occasional exertion in excess of 100
29 pounds of force. Work can occur while wearing PPE and SCBA; this work can
30 include searching, finding, and rescue-dragging or carrying victims ranging from
31 newborns to adults weighing over 200lbs to safety despite hazardous conditions
32 and low visibility.

33

- Additional physical efforts include:

- 34
- Performing firefighting operations while wearing heavy (about 50 lbs.) protective clothing
35 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,
36 and other distractions.
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- 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.