

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Pocatello, a municipal corporation of the State of Idaho (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").

WHEREAS, the City and Union entered into a Collective Bargaining Agreement (hereinafter referred to as "CBA") on November 4, 2021; and

WHEREAS, a Memorandum of Understanding (hereinafter "MOU") amending certain terms and conditions of the CBA was executed on April 7, 2022; and

WHEREAS, based on formal negotiations between the parties, additional amendments to the CBA are necessary.

NOW THEREFORE, the parties agree that specific terms and conditions of the CBA shall be amended as follows:

**ARTICLE 18 – MEDICAL COVERAGE PROGRAM**

Section D. The City will provide ~~“Delta Dental Low”~~ a City sponsored “basic” dental plan 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 a dental ~~high~~ “enhanced” at their own expense.

**ARTICLE 28 – HEALTH AND SAFETY**

~~Section I. Fatigue Risk Management.~~

~~The City and Union agree to adopt all components of the PulsarInformatics Fatigue Risk Management System (FRMS) including PVT Workfit, Fatigue Meter, Countermeasure/Training, FRMS. The City and Union agree to implement the custom FRMS as recommended by PulsarInformatics regarding the frequency of Psychomotor Vigilance Testing (PVT) and policies to guide decision making to manage fatigue. A Union representative will be assigned to work with the City and PulsarInformatics to develop the custom FRMS. The custom FRMS will be directly~~

~~implemented, as delivered, in SOG form. The City and Union agree that the adopted policies will be non-punitive, provided the employee participates in PVT and does not attempt to manipulate the test results. The use of the Pulsar Informatics Fatigue Risk Management System may be discontinued provided that at least 6 months has passed since transition to the 48/96 schedule, and the City and Union agree in writing by MOU to discontinue the program.~~

All other articles terms and conditions of the CBA and previously adopted MOU shall be remain in full force and effect. However, if any part of the CBA or adopted MOU is found to be in conflict with this MOU, the provisions of this MOU shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF POCA TELLO, a municipal  
corporation of Idaho


\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
KONNI R. KENDELL, City Clerk

FIREFIGHTERS UNION, LOCAL #187

  
\_\_\_\_\_  
JORDAN VANEVERY, President

  
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ADAM DAVIS, Vice-President