

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

1 This Agreement entered into this 16th day of September 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 **ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY**

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

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

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

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

28 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

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

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

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

44 **ARTICLE 3 - UNION RECOGNITION**

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

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

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

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

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

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

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

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

73 **ARTICLE 5 - UNION BUSINESS**

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

83 **ARTICLE 6 - DISCRIMINATION**

84 **Section A. Discriminatory Harassment**

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

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

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

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

111 **ARTICLE 7 - NO STRIKE**

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

115 **ARTICLE 8 - REGULAR WORK WEEK**

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

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

122 **Section A: Schedule**

123 The regular work week for each employee is one twenty-four (24) hour period every other day
124 for five (5) days, followed by four (4) consecutive twenty-four (24) hour days off, consisting of
125 72 hours actually worked in every nine (9) day period, or a 2,912-hour work year, except for the
126 40 hour per week employees. FLSA requirements are in effect and the workweek for each
127 employee is based on seventy-two (72) hours actually worked in each nine (9) day period
128 established by the City, except for the 40 hour per week employees.

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

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

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

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

139 c. If there is no agreement reached on a 48/96 policy document the parties will
140 present an MOU for ratification to adjust the CBA language referencing the
141 schedule for all shift workers.
142 Employees on the 48/96 schedule will have a 24-day FLSA cycle.

143 **ARTICLE 9 - BASE PAY**

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

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

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

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

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

157 **Section A.** Every employee who, during the budget year completes five (5) years of service,
158 shall receive longevity pay. The following formula will be used to calculate longevity pay: .005 x
159 \$2204.98 x years of service. The "\$2,204.98" is an index number that shall not be adjusted by
160 for the term of this agreement, new participants in the plan are still eligible, and employees are
161 eligible to move up the scales annually until max.

162 **Section B.** In addition to any longevity pay provided in Section A above, paramedics shall be
163 paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after
164 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See
165 Schedule B.)

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

171 **ARTICLE 11 - HOLIDAY PAY**

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

175 **ARTICLE 12 - EXTRA DUTY**

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

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

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

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

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

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

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

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

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

- 209 1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).
- 210 2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance,
211 2.24% of Driver/Operator's base pay (paid biweekly).
- 212 3. Driver/Operator qualified to step-up to Captain, 2.94% of Captain's base pay (paid
213 biweekly).
- 214 4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
- 215 5. Firefighters or Driver/Operators certified to work the position of paramedic with
216 Pocatello Fire Department shall be paid at the pay rate for the paramedic position
217 worked.
- 218 6. Any firefighter who qualifies for WOOC pay will start their new, or adjusted, add pay
219 on the first day of the pay period in which they achieve qualifications.

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

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

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

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

248 **ARTICLE 14 - CLOTHING ALLOWANCE**

249 Uniform standards are established by management. Changes in uniform policy that are shown
250 to result in costs which exceed the member’s current clothing allowance shall be negotiated.
251 • Each 24-hour shift employee required to be in uniform shall receive a clothing allowance
252 of \$29.07 per pay period.
253 • Each day-shift employee required to be in uniform shall receive a clothing allowance of
254 \$36.73 per pay period.
255 The foregoing clothing allowances shall be adjusted on an annual basis beginning with fiscal
256 year 2014 by such cost of living allowances as are approved by the City and the Union.

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

- 259 • 4 pairs of trousers – either station or EMS style;
- 260 • 1 Long Sleeve Class B uniform shirt (cost of patches included);
- 261 • 1 Short Sleeve Class B shirt (cost of patches included);
- 262 • 1 Class B badge and nameplate;
- 263 • 6 Class D Long or Short Sleeve shirts (cost of screen printing included);
- 264 • 1 Sweatshirt (cost of screen printing included);
- 265 • 1 Coat 5.11 Tactical Wear 3-in-1 style, or equivalent.

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

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

271 **ARTICLE 15 - MILEAGE ALLOWANCE**

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

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

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

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

280	New Year's Day	President's Day
281	Martin Luther King Day	Memorial Day
282	July 4th	Labor Day
283	Veteran's Day	Thanksgiving Day
284	Day after Thanksgiving	Christmas Day
285	Floating Holiday	

286 Employees will bid their Floating Holiday along with vacation.

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

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

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

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

300 **Section F:** Kelly Days

301 In addition to vacation days and subject to Section E above, each bargaining unit member will
302 receive two (2) Kelly days per year to be granted on January 1 of each year beginning January 1,
303 2020. Kelly days will be populated in the City's payroll system on the payroll that includes
304 processing of December 31 of the prior year.

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

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

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

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

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

330 Formula for Calculation of Amount:
331 Base pay + Longevity x 26 = annual salary.
332 Shift employees: Annual salary/2,912 = hourly rate
333 Day employees: Annual salary/2,080 = hourly rate
334 20% of 600/400 hours x hourly pay =
335 30% of 600/400 hours x hourly pay =
336 40% of balance x hourly pay =
337 Total _____ x 1.0765=
338 AMOUNT DUE = \$

- 339
- 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.
- 340
341
342
343

344 **ARTICLE 18 - MEDICAL COVERAGE PROGRAM**

345 **Section A. Medical Premiums**

- 346 1. **FY2022:** The City will pay up to a 6.24% increase over 2021 rates, or the actual
 347 premium, whichever is less, based on type of individual enrollments. as follows
 348

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

- 349
- 350 2. **FY2023:** The City will pay up to a 6.24% increase over 2022 city covered rates, or the
 351 actual premium, whichever is less, based on type of individual enrollments.
- 352 3. **FY2024:** The City will pay up to a 6.24% increase over 2023 city covered rates, or the
 353 actual premium, whichever is less, based on type of individual enrollments.

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

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

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

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

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

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

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

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

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

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

383 1. Employee Eligibility

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

387 2. Program Eligibility

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

- 393 • Course attendance must not disrupt normal duties and employee must remain
394 at assigned station.
- 395 • Course attendance must be voluntary.
- 396 • The course must not be directly related to the employees’ current position
397 requirements at the City.

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

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

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

405 3. Ineligible Programs

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

409 4. Budget Approval Process

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

422 5. Funding

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

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

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

432 6. Benefits

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

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

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

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

444 7. Application for Reimbursement

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

452 8. Eligible Expenses

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

- 455 • Tuition
- 456 • Registration
- 457 • Course Fees
- 458 • Course required books
- 459 • Required Lab fees

460 9. Ineligible Expenses

461 The following expenses are not eligible for reimbursement:

- 462 • Application Fees
- 463 • Testing Fees
- 464 • Optional Books
- 465 • Supplies
- 466 • Graduation Fees
- 467 • Computer Fees
- 468 • Course challenge testing
- 469 • Extracurricular programs
- 470 • Expenses for sports, games, hobbies or non-credit courses, except when the
471 course or activity is part of the degree program

472 10. Reimbursement Criteria

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

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

485 11. Reimbursement Request Submission

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

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

500 12. Use of Work Time

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

503 **ARTICLE 20 - STAFFING POLICY**

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

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

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

516 **ARTICLE 21- SHIFT CHANGE**

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

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

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

529 **ARTICLE 22 - PROMOTIONS**

530 **Section A. Promotion Definition**

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

534 **Section B. Promotions Requiring Examination**

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

536 a. Three (3) Battalion Chiefs.

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

545 commitment to remain in that position for a minimum of two (2) consecutive
546 years.

547 c. Fifteen (15) Driver Operators.

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

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

- 552 A. Written examination100 points (approximately)
- 553 B. Staff interview50 points
- 554 C. Assessment Lab.....475 points (approximately)
- 555 D. Department Seniority.....1 point for each complete year of service as of the
556 test date.

557 3. Eligibility Requirements pertaining to years of service, either in grade and/or with the
558 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.

559 **Section C. Eligible Register**

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

- 574 examination at the discretion of the Fire Chief. All applicants for promotional
575 examination must be given the examination at the same time. Only those applicants
576 that participate in all parts of the promotional exam will be eligible for promotion.
- 577 3. The order in which applicants appear on the eligible register shall be determined by the
578 total points attained from the written exam, staff interview, seniority points, and the
579 assessment lab. The applicant having the highest number of points shall be first on the
580 list. Seniority will be used to break ties with the person with more seniority being
581 placed higher on the list. The eligible register will also list the employee's eligibility date.
582 When a vacancy occurs, the Civil Service Commission will certify the top three (3) names
583 on the eligible register to the Fire Chief. The Fire Chief will choose for promotion the
584 person with the highest amount of points (Idaho Code 50-1605) who is eligible for
585 promotion on the date the vacancy occurred. If a person is not eligible at the time of the
586 vacancy, they will maintain their position on the list but will be passed over for that
587 promotion.
- 588 4. If a qualification program has been adopted by the Department and agreed to by the
589 Union, each candidate must meet the requirements under that program. Candidates
590 who do not meet those requirements will maintain their ranking on the list but will be
591 passed over for promotion until they are certified and another vacancy occurs.
- 592 5. Once the eligible register is completed, all promotions will be made on the first day of
593 the pay period in which the vacancy occurs. If a vacancy occurs and the eligible register
594 has expired, a valid register will be developed according to Article 22 Section C. Once a
595 valid register has been developed, the promotion and the eligibility requirements will be
596 retroactive to the day the vacancy occurred. Each person promoted will serve on a
597 probationary status for a period of one (1) year.

598 **Section D. Preparation of Exam**

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

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

- 614 (b) At the direction of the Examiner, time limits may be used in examinations. If time
615 limits are used, they shall be fixed by the Examiner who shall advise the
616 applicants at the time of assembling, and during examination give proper notice
617 of elapsed time and time remaining.
- 618 (c) Writing paper furnished by the Examiner shall be used exclusively by the
619 applicants. Unless otherwise specified in the announcement, pencils or other
620 necessary instruments will be furnished by Personnel Services. Mechanical or
621 electronic aides may be allowed at the discretion of the Commission.
- 622 (d) Books of reference or data of any kind shall not be used during any examination,
623 unless otherwise provided for in the announcement of the examination.
- 624 (e) Written tests shall be done with pencil, indelible pencil, or ink as may be
625 prescribed by the examiner.
- 626 (f) All papers pertaining to a given test shall be distributed at the same time.
- 627 (g) Individual explanation to applicants shall be prohibited.
- 628 (h) Communication between applicants shall be prohibited.
- 629 (i) Applicants shall not leave the examination room without permission from the duly
630 authorized representative of the Commission.
- 631 (j) All examination papers shall be picked up upon the expiration of the time limit set,
632 if a time limit is used.
- 633 (k) Should an applicant withdraw from an examination, he/she shall turn in all papers
634 which he/she has received.
- 635 (l) In case of irregularity in an examination, the Examiner shall make a written report
636 thereof to the Commission and such report shall be filed with the working papers
637 of the examination. The Fire Chief and Union are to be notified.
- 638 (m) Unnecessary conversation between examining personnel will be prohibited.
- 639 2. **Scoring - Examination.** The written portion of the examination shall be evaluated on a
640 percentage basis, each percentage point to be worth one (1) numerical point. The
641 percentage of correct answers shall be converted to numerical points. The written
642 score, the staff interview points, assessment lab score, and seniority points are
643 combined to form a total score.

- 644 3. **Inspection of Examination Papers.** Each applicant will be advised of their examination
645 and rating scores. The candidate will be permitted to inspect their own written exam
646 answer sheet in Human Resources under proper supervision. Written examination
647 papers shall be at all times in the charge of the Human Resources Office and none of the
648 papers shall be taken from Human Resources. Only the written portion of the
649 examination will be available for review by the candidate. The scores derived from the
650 assessment lab and Chief's interview will be discussed with each candidate in a
651 post-examination interview to be conducted by the Chief within thirty (30) working days
652 of the completion of the assessment lab. The purpose of this interview will be to show
653 the individual their areas of strengths and weaknesses. The records of an examination
654 are working papers and not public documents.
- 655 4. **Protest on Manifest Errors in Grading.** Request for review of the grading must be filed
656 with the Civil Service Commission, in writing, within ten (10) calendar days of the date
657 when the notice as to the standing of the applicant is sent out. No change in rating will
658 be made except for a manifest error in grading. The Civil Service Commission shall have
659 the power to correct any error and amend or revoke any schedule, list or other paper or
660 record where it appears that an error or injustice has been done. After an eligible list
661 has been so corrected, amended or revoked, notice shall be given to all persons whose
662 standings upon such list may be affected by the alterations. The reasons for every such
663 action shall be recorded in full in the minutes of the Civil Service Commission.
- 664 5. **Examination Papers Kept for Two Years.** Examination papers of all applicants in any
665 examination shall be preserved for a period of two (2) years from the date of the
666 certification of the eligible register. Such examination papers shall be disposed of at the
667 discretion and by the direction of Human Resources. Any attempt on the part of an
668 applicant (either by himself or through others with their knowledge) to influence or
669 induce any examiner or employee thereof, to give applicant an undue advantage or to
670 accord a special rating on an examination, shall be cause for the rejection of the
671 applicant.

672 **Section E. Assessment Lab**

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

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

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

684 **CLASSIFICATION**

- 685 • Firefighter 2nd Class
- 686 • Firefighter 1st Class
- 687 • Firefighter Paramedic

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

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

710 **Section G. Reduction in Rank**

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

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

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

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

732 **Section I. Temporary Appointments**

733 Temporary appointments shall be made according to Article 20 (Working Out of Classification),

734 Collective Bargaining Agreement. Temporary appointments shall be made from the next lower

735 classification of the same division when possible.

736 **Section J. Work Assignment**

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

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

747 **ARTICLE 23 - LIMITED DUTY**

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

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

756 **ARTICLE 24 - LAYOFF AND RECALL**

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

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

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

785 **ARTICLE 25 - PREVAILING RIGHTS**

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

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

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

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

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

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

815 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the Union
816 Grievance Committee within 20 business days. If the parties fail to reach an agreement within
817 20 business days, it shall be handled in accordance with the provisions of Section E.

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

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

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

842 **ARTICLE 27 - SUBSEQUENT CONTRACTS**

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

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

853 **ARTICLE 28 - HEALTH AND SAFETY**

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

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

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

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

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

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

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

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

913 **Section E.** All employees, with the exception of the Office Manager, Assistant to the Fire Chief,
914 Billing and Coding Clerk, Medical Billing Specialist. and the Fire/EMS Support Specialist will
915 participate in the Fire Service Joint Labor Management Wellness Fitness Initiative, established
916 through mutual agreement between the City and the Union. No employee will be disciplined or
917 discharged for failure to meet standards, which may be established within the program. The
918 City agrees to fund the Fire Service Joint Labor Management Wellness Fitness Initiative up to
919 \$20,000.00 per year.

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

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

- 927 1. Medical Certification – Fire Department Physician will provide medical certification
928 and return to work authority. Medical conditions that are being treated by a
929 specialist require a unified return to work decision between the Department’s
930 Physician and the specialist.

- 931 2. Physical Agility Test - All personnel, as defined above, shall complete the physical
932 demands of a physical agility test once per year. The specific Physical Agility Test will
933 be determined by the Department’s Fitness/Wellness Committee and City
934 Management. If the parties are unable to come to an agreement on a Physical Agility
935 Test, the “Combat Challenge” will be used. Individuals who are unable to complete
936 the specified standards of the test will be pulled from the line duties, placed on light
937 duty, and prescribed a directed training regimen by a Peer Fitness Coordinator. The
938 individual will have four weeks to complete the Physical Agility Test or demonstrate
939 measurable improvement. A weekly progress report will be submitted to staff by a
940 Peer Fitness Coordinator for any employee on a directed training regimen.

941
942 **Section H. Enhanced Employee Assistance Program (EAP)**

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

953 **ARTICLE 29 - RESIDENCY REQUIREMENT**

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

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

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

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

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

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

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

973 **ARTICLE 32 - SOCIAL SECURITY REPLACEMENT**

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

976 The City of Pocatello shall, in lieu of paying Social Security employer contributions, pay up to
977 6.2% of wages that would have been subject to Social Security taxes into the following account;
978 PERSI choice 401k plan. Provided the employee provides a match according to the schedule
979 below, the employee will designate their desired match, expressed as a percentage of wages in
980 whole percentage points up to 6%. The designated match is set at the rate indicated by
981 individuals during insurance open enrollment in 2018. Individuals may elect to change their
982 percentage during the insurance benefit annual enrollment and it shall be effective for the
983 following fiscal year. The Parties agree that changes to PERSI Choice 401K contribution/
984 election can only be made for qualified life-changing events within thirty (30) days which
985 include: change in marital status, a change in the number of eligible children, change in benefits
986 eligibility, or a change in a family member's benefits eligibility because of a change in his or her
987 eligibility or coverage under another employer's plan and proof of such a change must be
988 available upon Human Resources request. For those members who participate in the
989 replacement program the City shall provide an additional 0.2% of wages that would have been
990 subject to Social Security taxes for said employee to be placed into the employees PERSI choice
991 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%

992 Parties believe that placement of the refund and matching amounts in the PERSI 401k plan
993 allow such amounts to be treated as benefits and, therefore are not subject to Medicare tax,
994 PERSI base plan payments, worker’s compensation or other taxes and payments. Parties agree
995 to work together to make the payments in a manner which maximizes the benefit for members
996 and minimizes taxes, but in the event of rule changes or other situations where taxes cannot be
997 avoided, the City of Pocatello shall not be responsible for additional taxes or payments in
998 excess of what is received in any refund or what was previously being paid as the employer’s
999 share of social security. Such additional taxes or payments will be assessed to the member
1000 recipient.

1001 **ARTICLE 33 - REASONABLE SUSPICION OF DRUG AND ALCOHOL TESTING**

1002 1. Employer and Union agree to implement the following alcohol and drug-testing
1003 program. The parties agree that the primary purpose of this policy is to prevent on-
1004 the-job impairment stemming from substance abuse. The parties also agree that
1005 when a worker is presumed to be impaired due to substance abuse that the
1006 supervisor has an obligation to remove the employee from his position immediately.
1007 The supervisor will call “Out of Service” and contact the Battalion Chief immediately,
1008 who after verifying the suspicion, will contact the Pocatello Police Department Shift
1009 Commander and ask that an officer that is trained in recognition of drug and alcohol
1010 identification be sent to evaluate the suspected employee. If the Police Officer
1011 believes that said employee may be under the influence, the employee shall submit
1012 to a breath analysis, urinalysis, and/or blood.

1013 If the employee is found to be under the influence, they may be disciplined and will
1014 submit to assistance through the EAP program.

1015 2. The Employer shall not utilize any form of random testing unless specifically
1016 required by federal law. When random testing is required, the Employer shall only
1017 administer random testing to those workers specifically subject to random testing as
1018 required by federal law (narrowly defined). No other bargaining unit workers shall
1019 be subjected to random testing of any form and under any circumstances.

1020 3. Any matters related to this alcohol and drug-testing policy shall be subject to the
1021 grievance and arbitration procedures of this Collective Bargaining Agreement.

1022 **ARTICLE 34 - SAVING CLAUSE**

1023 If any provision of this Agreement or the application of such provision should be rendered
1024 invalid by any court action or by reason of any existing or subsequently enacted legislation, the
1025 remaining parts or portions of this Agreement shall remain in full force and effect.

1026 **ARTICLE 35 - TERMS OF AGREEMENT**

1027 This Agreement shall be effective on the 1st day of October 2021, and shall remain in full force
1028 and effect until midnight on the 30th day of September 2024. In addition to the right to reopen
1029 any specific terms of this Agreement as set out in the terms of this Agreement, the parties
1030 agree to the following additional opener:

- 1031 1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement
1032 to pursue a merger/consolidation/joint service agreement during the term of this
1033 contract, Local 187 and the City of Pocatello agree to an automatic contract open or
1034 to negotiate the impact of the agreement. Both parties agree that within thirty (30)
1035 days of a tentative agreement between the two cities to meet and negotiate in good
1036 faith.

1037 **ARTICLE 36 - PROCEDURAL AGREEMENT**

- 1038 1. PURPOSE: The parties hereby acknowledge and agree that the purpose of
1039 negotiations is the development of a labor agreement which recognizes the duties,
1040 rights and obligations, as well as the capabilities and needs of the respective parties
1041 with respect to the relationship between them as employer and employee. Each
1042 party agrees to bargain in good faith keeping in mind the resulting consequences of
1043 the bargaining process and recognizing the restrictions and duties imposed on the
1044 Parties by federal and Idaho statutes, rules and regulations.
- 1045 2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal
1046 Building unless otherwise agreed. Should either party require that negotiations be
1047 moved to a neutral site outside the Municipal Building, concurrence by the other side
1048 shall be required and the cost of use of the alternate negotiating site shall be borne
1049 equally by both parties.
- 1050 3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions shall be
1051 submitted by the Chairman of the Management team to the Chairman of the Union
1052 team at the time the Management roster is submitted. The two chairmen shall work
1053 out any problems with the proposed schedule. More than ten (10) sessions may be
1054 held if necessary and are to be set by mutual agreement of the chairman of each
1055 bargaining team.
- 1056 4. COMPENSATION: Members of the negotiating teams (both for the City and for the
1057 Union) shall participate in the mutually scheduled negotiating sessions without loss
1058 of pay or benefits due to any such participation. On-duty personnel shall receive their

- 1059 usual compensation. Off-duty personnel will receive no compensation for negotiating
1060 sessions.
- 1061 5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be
1062 determined each year with members listed in writing at the time of the first
1063 notification of either party to the other of a desire to negotiate a new contract; the
1064 party being notified shall have ten (10) days in which to submit a list of its bargaining
1065 committee members.
 - 1066 6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open
1067 meeting and all materials presented shall be considered public records.
 - 1068 7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of
1069 negotiations shall be allowed. Both parties shall be given copies of any tape
1070 recordings made. The dissemination of any minutes, notes, or recordings shall
1071 conform to paragraph 8 below.
 - 1072 8. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining, and
1073 the meeting location chosen shall provide adequate accommodation for private
1074 caucuses for the negotiating teams.
 - 1075 9. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the framework
1076 of the prospective contract throughout the negotiating process. Although issues
1077 tentatively agreed to may at any time be reopened for further negotiation, the
1078 parties agree that such issues shall not be reopened for the purpose, and in the
1079 context of, bargaining and negotiation on other subsequent issues. Tentative
1080 agreements shall be recorded by a negotiator for each party initialing the contract
1081 language tentatively agreed to. Notwithstanding the foregoing, nothing shall be
1082 considered conclusively agreed upon until an agreement has been reached on all
1083 matters and issues between the parties and the contract has been duly executed as
1084 provided in Paragraph No. 10.
 - 1085 10. AUTHORITY: Each party's negotiating team has authority to reach a tentative
1086 agreement, but for any agreement to be executed and binding, it must be approved
1087 by the City Council and ratified by the membership of the Union.
 - 1088 11. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will make
1089 new contract demands and offer proposals on new bargaining subjects or issues for
1090 consideration in contract negotiations before or during the third negotiating session
1091 except by mutual agreement and unless limited by the contract. In the absence of
1092 any mutual agreement to the contrary, no new issues may be presented by either
1093 party after termination of the third negotiating session.
 - 1094 12. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by the
1095 negotiating teams, each negotiating team agrees to make a good faith effort to
1096 obtain ratification of the tentative agreement by the party it represents.
 - 1097 13. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will comply with
1098 Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an
1099 agreement is not reached within thirty (30) days from the date of the initial
1100 bargaining session. Nothing shall prohibit the parties from continuing negotiations
1101 before, during, and after the Fact-Finding hearing.

1102 14. EXCEPTION BY MUTUAL AGREEMENT: The contents of this Agreement shall serve to
1103 guide contract negotiations between the signatory parties unless mutual consent is
1104 given to deviate from its terms.

1105 IN WITNESS WHERE OF, the parties hereto have executed this Agreement to be effective
1106 the first pay period of FY2022, this 16th day of September, 2021.

1107
1108 FOR THE UNION:

1109
1110
1111 Signature on file
1112 Andy Moldenhauer, President Local-187

Signature on file
Adam Davis, Vice President

1113
1114
1115
1116 FOR THE CITY OF POCA TELLO:

1117
1118
1119 Signature on file
1120 Brian C. Blad, Mayor

1121
1122
1123
1124 ATTEST:

1125
1126
1127 Signature on file
1128 Konni Kendell, City Clerk
1129

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.

1132 **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

1133

1134

SCHEDULE C: 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

1135

1136 **SCHEDULE D: HOLIDAY PAY**

1137 HOLIDAY PAY 5.00% OF BASE PAY

1138 Pay is effective with the first pay period of the listed fiscal year.

1139 Applies only to 56-hour/week employees

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

1140

1141 **SCHEDULE E: BARGAINING UNIT**

1142 The bargaining unit shall include the following employees:

- 1143 1. Fire/EMS Support Specialist
- 1144 2. Billing and Coding Clerk
- 1145 3. Medical Billing Specialist
- 1146 4. Assistant to the Fire Chief
- 1147 5. Emergency Vehicle Technician
- 1148 6. Community Risk Reduction Specialist
- 1149 7. Fire Inspector (Days)
- 1150 8. Office Manager
- 1151 9. All Classes of Firefighters
- 1152 10. Driver Operators
- 1153 11. Paramedics
- 1154 12. Fire Captains (including Captain-Fire Prevention)
- 1155 13. Battalion Chiefs

1156

1157 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.

1158 All members of the Bargaining Unit are classified as Non-Exempt Employees.

1159

1160 **SCHEDULE F: PARAMEDIC PAY***

1161 PARAMEDIC STEP PAY

1162

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%

1163 *Effective First pay period of the fiscal year