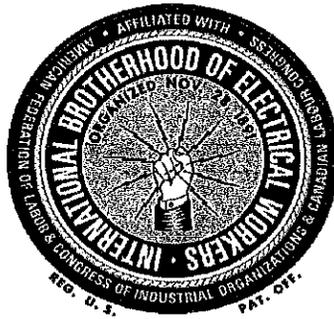


**May 03, 2015 to May 14, 2016
AGREEMENT BETWEEN
CITY OF IDAHO FALLS
AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL #57**



COUNCIL WORK SESSION
~~AT~~ MAY 11, 2015
APPROVED 5-0

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CITY OF IDAHO FALLS
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL #57

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AGREEMENT

This Agreement made and executed this 14th day of May, 2015 by and between the City of Idaho Falls, hereinafter referred to as the "City" and Local Union No. 57 of the International Brotherhood of Electrical Workers, and affiliate of the AFL-CIO hereinafter referred to as the "Union".

WITNESSETH:

That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time between the parties hereto, and to promote harmony and efficiency to the end that the City, the Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

ARTICLE I

INTRODUCTION

1.1 The City is a Municipal Utility engaged in generating and distributing electric power and energy in the City of Idaho Falls, Idaho. The Union has been designated and selected by a majority of the employees of the City, working in the Electric Utility department, as their representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

1.2 The Local Union agrees that the employees covered by the Agreement, or any of them will not be called upon or permitted to cease or abstain from the continuous performance of duties pertaining to the positions held by them under the City, and the City agrees on its part to do nothing to provoke interruption of or to prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of the City's property; it is mutually agreed that any difference that may arise between the above parties shall be settled in the manner hereinafter provided.

1.3 It is mutually recognized that the interests of the City, the Union and the welfare of the general public require the continuous rendering of service by the City, and the parties hereto agree that recognition of such obligation of continuous service is imposed upon both the City and its employees, during the life of this Agreement.

1.4 The City, to facilitate the continuous performance of such service, agrees to meet with the Business Manager of the Union in reference to any matter coming within the scope of the Agreement, and agrees that it will cooperate with the Union in its effort to promote harmony and efficiency among all of the employees of the City.

1.5 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment must be reduced to writing, state the effective date of the amendment, and be executed in the same manner as in this Agreement.

1.6 The City agrees to employ persons without regard to race, color, national origin, religion, age, sex, disability, sexual orientation, gender identity/expression, or any other bases protected by law and the Union agrees to make membership available in the same terms.

ARTICLE II

GENERAL WORKING RULES

HOURS:

2.1 Eight consecutive hours (except time out for meals) shall constitute a normal day's work for the City. Hours of work shall be from 7:00 a.m. to 3:30 p.m. except where continuous shifts or emergencies require other hours. Distribution Dispatchers shall work twelve (12) hour shifts. Those schedules will be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m., respectively. Other changes may be made by mutual agreement.

2.2 Five days (40 hours) shall constitute the normal workweek for all employees, the days following in sequence.

2.3 Employees working out of headquarters, office or shops shall travel from headquarters to headquarters, office-to-office or shop-to-shop on City time.

2.4 Whenever an employee reports for work at his/her regular starting time without previously being told not to report, he/she shall be guaranteed four (4) hours work. If the City should fail to provide four (4) hours work then the employee shall be paid for four (4) hours of work at his/her regular base rate.

2.5 Whenever the nature of a particular service rendered by the City to the public necessitates continuous regular service, the City shall establish such regular workweeks and shifts as are deemed necessary and desirable to enable the City to render such service. Such change in shift shall occur with one week notice, except in the case of an emergency situation, and shall extend for a duration of at least five (5) days. A minimum of sixteen hours off duty between shifts shall be allowed except in emergencies or where otherwise agreed to by both parties. Special shifts for a shorter duration, emergency situation, shall be subject to the overtime rules. When transferring employees from one shift to another, no loss in regular pay shall result. When the City changes an employee's shift schedule, the first day of the new shift shall be one and one-half times the regular rate of pay. Employee(s) returning to their regular shift will be paid at the regular rate. This section does not apply to shift schedule changes to accommodate travel and training.

OVERTIME:

2.6 Overtime is the actual time worked by an employee other than his/her regular working hours. Overtime is to be computed on one-half (1/2) hour increments to the closest half hour.

2.7 Employees who are required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid for all such overtime at a rate of one and one-half (1-1/2) times their regular rate, benefit time paid is considered the same as time worked.

2.8 Any employee coming within the classifications covered by this Agreement shall not be required to take time off during the regular working day to compensate for overtime worked or to be worked.

2.9 Overtime is to be distributed as equally as is practical among the employees employed in any classification of work where such overtime is worked. If a call out list is in effect, overtime for call out is to be distributed equally among those employees on the call out list.

2.10 A list of employees working overtime shall be posted monthly at their respective headquarters, showing hours overtime worked for the month and cumulative total for the calendar year.

2.11 Whenever an employee is called to work outside his/her regular schedule the employee shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular base rate and overtime will begin at time of call. It is understood that this provision does not apply in cases where the employee is held over beyond his/her scheduled quitting time or where he/she is called in and works through to his/her scheduled starting time.

2.11 (b) For every half hour an employee is paid for overtime call after 11:00 p.m., including all paid meal time, the employee may report to work one half hour after their regular starting time that day. Any call out initiated two (2) hours or less before normal starting time will be viewed as a continuation. After working seven (7) hours after 11:00 p.m., the employee may take eight (8) hours that day off. Maximum rest period accrual is 8 hours. Employee will be subject to early call back or continuation if supervision deems it necessary. Employee continuing to work into their regular shift or called back to work before the expiration of their rest period will be paid their rest period and one and one half (1.5) times the rate until released from work.

All Rest period time taken during an employee's regular shift will be paid at the employee's straight time rate. When the employee's rest period spans the normal lunch period, employee retains unpaid lunch period and lunch period time is not counted against remaining rest period. Employee shall take their rest period at the beginning of their regular shift, unless employee requests other time during regular shift and agreed to by supervisor. Section 2.11 (b) does not apply to Dispatchers.

2.12 Employees (Maintenance, Electrical, and T&D) will be scheduled for call out for one week beginning at 8:00 a.m. Monday. Such employee agrees to remain scheduled for call out until

8:00 a.m. on Tuesday if holiday falls on the last day of the call out week. Employees living within 20 miles of City limits may take trouble truck home at night, weekends, or holidays. When called, overtime will start at the time of the call and will end when the company vehicle is returned to the shop or home. Travel time only applies to call out not to continuation or scheduled work. Any work performed on call out exclusive of regular work hours will be paid at the rate of one and one-half (1-1/2) times the base rate. Employee scheduled for call out will be paid at the appropriate foreman rate for all overtime hours worked during that week. The employee scheduled for call out will be paid a minimum of 16 hours per week at the appropriate foreman rate, with all overtime hours worked deducted from the 16 hour minimum. The overtime hours deduction will not reduce the 16 hour minimum below 12 hours. The employee scheduled for call out is responsible for finding a replacement and notifying the dispatcher if he/she cannot be available. Any employee designating call out responsibility shall do so only after any in-progress calls have been completed including any additional calls that are initiated within that minimum call out period.

2.13 The Union agrees that it will not present or prosecute claims for overtime, including penalties, assessable under pertinent State or Federal laws, rules or regulations unless such claims are presented to the City within sixty (60) days after completion of the work for which such overtime has been performed.

2.14 In the event of unscheduled work that requires the response of personnel to work continuously for a period greater than five (5) hours, a meal will be provided to the crew. The meal will consist of either the delivery of food to the work site and appropriate downtime to eat the meal or the staff will be sent to a location to eat. The costs of extended outage meals will be paid directly by Idaho Falls Power and shall not exceed the Domestic Per Diem Rates established by the United States federal government. Additional meals after the initial five (5) hours will occur in five (5) hour intervals until the continuous work period is interrupted for the employee.

Meals will be reimbursed upon submittal of the receipt up to the following amounts and based upon these times:

Breakfast	\$11.00	1:00 a.m. to 8:59 a.m.
Lunch	\$13.00	9:00 a.m. to 4:59 p.m.
Dinner	\$22.00	5:00 p.m. to 12:59 a.m.

Meal rates established are based upon the Domestic Per Diem Rates established by the United States federal government and listed on the U.S. General Services Administration website. When the published rates are adjusted, the contract rates will be adjusted per the following breakdown: 23% breakfast, 29% lunch, and 48% dinner. If the contract rates are higher than the published per diem rate, the contract rates will remain. Rates will be reviewed in October and effective November 1 of each year.

EXPENSES:

2.15 When employees are required to travel out of headquarters and be away overnight, their expenses shall be paid by the City. The hours of work during the travel period will be consistent with the hours as set in the conference, meeting, or training the employee is attending. If the travel is not required to maintain certification or licensure (per 2.16(b)) but is approved, an

employee will be compensated during normal working hours even on non-working days such as Saturday, Sunday and holidays, as well as regular work days. They will not be paid for travel outside of those hours, except for time spent in performing City duties.

2.16 Any employee who is directed to use his/her personal car for City business shall be compensated for such use at the current City rate per mile or airfare, whichever is the lesser amount.

2.16 (b) Employees that are required to have a certification or state electrical license as a condition of employment those costs and the continuing education or code classes to keep them active, will be paid by the city. Prior approval from the City is needed for class, dates and locations. The license or certification will be kept current.

2.17 Benefits for the following:

2.17(a) Holidays

1. Eleven (11) holidays will be observed annually. Holiday pay will be equal to the employees regular work period. They are New Years Day, Human Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, one floating holiday, and the following special holiday: The Monday preceding Christmas Day when the latter falls on Tuesday, or the Friday following Christmas Day when the latter falls on Thursday, or the Friday following Thanksgiving Day, but not both in the same year. President's Day will be observed the third Monday in February, Memorial Day will be observed the last Monday in May.

2. When a recognized holiday falls on a Saturday or Sunday or normal days off within an administrative work week, the nearest working day will be declared a holiday.

3. There will be no deduction in hourly pay for full time permanent or part-time permanent employees when one of the recognized or declared holidays falls within the basic or regular workweek.

4. a. An employee who is regularly scheduled to work on a recognized or declared holiday in addition to regular pay will receive pay for hours worked at employee's base rate and for hours actually worked in excess of basic work day be paid at time and one-half his/her base rate for such excess.

4. b. Employees who are called for emergency work on a holiday shall receive not less than two (2) hours at time and one-half (1-1/2) rate for such emergency call out, in addition to his/her regular holiday pay.

5. Holidays falling within vacation: When a recognized holiday(s) occur while an employee is on vacation he/she may take an additional day(s) vacation in lieu of the holiday(s).

2.17(b) Vacations

1. Employees with one (1) month of continuous service will be eligible for 7.3 hours per month of vacation from date of hire through 1 year of service.

2. Permanent employees will be eligible for paid annual vacations in accordance with the following schedule:

a. After one (1) month through seven (7) years of continuous service - eleven (11) working days. After seven (7) years through fifteen (15) years of continuous service - sixteen (16) working days. After fifteen (15) years of continuous service - twenty-one (21) working days. After twenty (20) years of continuous service - twenty-three (23) working days.

b. Unused vacation time to which an employee is entitled in any calendar year may be used in any subsequent calendar year; unless his/her Division Director shall determine that such extended vacation will not curtail normal working schedules; and provided further, no employee may carry over more than twenty-three (23) days of unused paid vacation. An employee may, however, use accumulated vacation time to extend SICK LEAVE and DEATH IN IMMEDIATE FAMILY benefits.

c. In the event an employee terminates with the City, accumulated benefits will be based on the last complete month of service.

3. Eligible employees may take their vacations in accordance with the following:

a. First vacation: An employee just entering the City's employ shall become eligible for the first vacation after one complete month of continuous service.

b. Future vacation: The vacation may be taken any time during the next calendar year following the eligibility year, however, it is understood that the vacation has not been earned until after the employee's anniversary date with the City. In the event of termination prior to the employee's anniversary date the City will be reimbursed for any vacation time taken that has not yet been earned.

c. Vacations may be taken at any time during the calendar year, subject to the following provisions:

1. Division Director may designate the vacation date during the calendar year for each eligible employee, taking into consideration the convenience and requirements of the work schedule of all employees in order to avoid more than a minimum expense in providing relief labor.

2. The minimum charge for vacation leave is one half hour (1/2) hour and additional leave is charged in multiples of one hours. Absences for shorter

periods may not be accumulated from day to day for the purpose of charging units of hours. (For example, an absence from work for one and one-half hours before the close of business one day and absence of one and one-half hours the following morning may not be combined to make a total charge of three hours. In such a case two hours will be charged for each day.)

3. Additional vacation may be granted in the case of special circumstances upon the approval of the Division Director and the Personnel Director.

d. An employee returning to the employ of the City following a termination by the City of more than ninety (90) days will re-enter as a new employee respecting vacation privileges and all other benefits described in this policy.

e. A terminating employee eligible for a vacation shall receive a lump sum payment in lieu of such vacation, but in no case will payment exceed twenty-three (23) days. Effective January 1, 1975. The last day worked will be considered as the termination date. Vacation benefits will be computed on the basis of the last complete month of service.

f. Upon retirement of eligible employees, remaining vacation benefits will be deposited into a health reimbursement account.

2.17(c) Sick Leave

1. Sickness as referred to herein, shall include all sickness (including illness due to pregnancy) occurring either while on duty or while off duty, except those exclusions referred to as NON-OCCUPATIONAL INJURY. Non-occupational injury shall be regarded as an injury while off duty, including those incurred while engaging in personal recreation, but shall not include injuries resulting from the use of intoxicating liquors or drugs, illegal or immoral conduct, unjustified fighting, willful self-infliction, occurrences while on excused or educational leave of absence, in other gainful employment, or in military service. Occupational Injury Benefits as outlined in Section 2.17(h), Item 4, shall be used prior to Sick Leave Benefits.

a. Full-time and part-time permanent employees may be allowed leave with pay at their base rate, on account of illness or non-occupational injury in accordance with the following provisions: One day of sick leave for every complete month of service with accumulation unlimited.

b. An employee eligible for sick leave with pay shall be granted such leave for personal illness or physical incapacity or enforced quarantine in accordance with community health regulations.

c. An employee, in case of sickness, must promptly notify their immediate supervisor directly or through dispatch notification. If the employee fails to properly notify his or her supervisor directly or through dispatch notification, the employee will not be paid for that day. The immediate supervisor or the Division Director can, at any time, direct the employee to report to the City medical provider for work related injuries (at no cost to the

employee) for a checkup. If the employee refuses to or fails to comply with the directive, he/she will be placed on Leave Without Pay (L.W.O.P.).

d. Sick leave with pay in excess of three (3) consecutive working days for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement from a licensed physician certifying that the employee's condition prevented him/her from performing the duties of his/her position.

e. Sick leave for a period of sixty (60) working days with the exception of A.O. (accident on duty) will be paid at full base salary or one hundred percent (100%) of base salary. After sixty (60) days, payment will be made at seventy-five percent (75%) of base pay for remainder of sick leave eligibility.

f. Any employee who is on A.O. (accident on duty) or on sick leave who is found to be working at another job, not at home or doctor's office, or is using sick leave for something other than illness, recovering from illness or injury is subject to immediate dismissal. If an employee who is recovering from A.O. (accident on duty) is able to report to work and perform a lesser function than is her/her normal job duty he/she is obligated to do so.

g. When personal sickness or serious sickness in immediate family requires the employee to leave the job, he/she will be charged with sick leave in accordance with 2.17(c), sub-paragraph 1.

h. The minimum charge for sick leave is one-half (1/2) hour and additional sick leave is charged in multiples of one-half (1/2) hour. Absences for shorter periods may not be accumulated from day to day for the purpose of charging units of one-half (1/2) hour.

2. Sick leave conversion will be distributed to an eligible employee or his or her estate either in the form of cash or as a health reimbursement account contribution, depending on the nature of employment separation as described below:

a. Upon retirement of eligible employees, sick leave conversion benefits will be deposited into a health reimbursement account.

b. Upon the death of an active employee, sick leave conversion benefits will be paid to the employee's estate in the form of cash.

c. An eligible employee who is permanently disabled and qualifies for disability retirement will receive sick leave conversion benefits as a deposit into a health reimbursement account.

d. Conversion benefit is computed as follows: Actual time currently on books plus any additional accumulated time minus 480 hours ineligible time, i.e., time that could be paid at 100% if taken when sick, minus any unrecorded time used. The balance of these hours multiplied by the hourly rate equals eligible dollar amount. The benefit is paid at:

1. First 480 hours exempt.
2. 40% of all remaining hours.

2.17(d) Serious Sickness and Sickness in Immediate Family.

1. Permanent employees may be allowed leave with pay at their base rate on account of a serious illness of an emergency nature of a member of employee's immediate family (immediate family as defined in Section a. 2.17(f) in accordance with the following provisions: Not to exceed three (3) work days at any one time, or ten percent (10%) of his/her accumulated sick leave, whichever is greater. Such leave to be deducted from his/her accumulated sick leave.

2. Employee may be allowed up to five (5) workdays at their hourly rate per calendar year for Sickness in Immediate family. Such leave is not cumulative and will be deducted from accumulated sick leave.

2.17(e) Family Medical Leave

1. The City will in no way restrict an employee from working because of a serious health condition, including pregnancy and any other FMLA qualifying condition, if in the opinion of the employee's physician, the employee is capable of performing his or her duty.

2. Should it become necessary for an employee to request a non FMLA leave of absence for any reason, the employee may request a leave without pay under the provisions of Article XXIV of the Personnel Policy.

3. An employee granted a leave of absence because of a serious health condition, including pregnancy and any other FMLA qualifying condition shall be entitled to return to his or her former position or to an equivalent position. Should the employee not return at the expiration of the approved leave period her position shall be considered open.

4. In accordance with section XIX of the Personnel Policy, the City will comply with all aspects of the Family Medical Leave Act.

2.17(f) Death in Immediate Family.

1. Permanent employees may be granted leave with pay at their base rate for a period not exceeding three (3) work days, when authorized by the Division Director, for deaths in immediate family. The Division Director may authorize two (2) additional days travel time when the Division Director deems it necessary for the employee to reach his/her destination and return, such additional travel time will be deducted from accumulative sick leave.

a. Immediate family as referred to in this policy means: husband or wife of the employee; father or mother of either husband or wife, this includes a step-parent, provided that the step-parent, has raised the employee or spouse of the employee to adulthood;

sister or brother of either husband or wife; children or legally adopted children or wards of either husband or wife, or both; grandparents or grandchildren of either husband or wife.

2.17(g) Payment of Benefits.

1. Only those reasons for absence as described shall entitle any employee to benefit payments.

2. The Sick Leave, Serious Sickness in Immediate Family and Death in Immediate Family benefits are separate and distinct. Absence due to one cause shall not be charged against the benefit period of the other except time off for serious sickness in immediate family and authorized travel time for death in immediate family will be charged against accumulated sick leave as provided in section 2.17(c)-(d).

3. Absence benefits for death in immediate family are not cumulative from one calendar year to another.

4. Vacation time may be used to extend sick leave, absence due to serious sickness in immediate family, or absence due to death in immediate family.

5. Absence with permission with pay. Absence not covered in this agreement may be approved by the Division Director; however, such absence with permission with pay (AWPWP) will be recorded as such on the individual time sheet of employee being granted such leave.

2.17(h) Occupational Injury/Accident on Duty

1. If an employee is injured in the performance of assigned duties, he/she must report such injury as soon as possible to his/her immediate supervisor and receive direction for medical aid. The City will not be liable for payment of expenses due to injury if the employee does not report to a designated City medical provider for work related injuries. However, in case of emergency, naturally the employee should go to the nearest available physician for treatment and notify his/her immediate supervisor of the action taken.

2. The Supervisor will immediately report each injury verbally to the Division Director and give all particulars such as: Time and place - exact cause and circumstances of injury - witness - nature and location of injury - name of attending physician. This information is also to be confirmed in writing by completing Supervisor Accident Report.

3. The Division Director shall see that the injured employee reports to the Human Resources Director for purposes of completing the necessary reports to be forwarded to the insurance company carrying the Worker's Compensation and Liability Insurance Policy for the City of Idaho Falls.

4. a. An employee receiving leave with pay due to occupational injury or disease under the City's Worker's Compensation insurance shall, during the period of such leave,

receive Accident of Duty (A.O.) benefit which will equal the difference between his or her regular straight time wages, excluding shift differential, and his or her time loss workers compensation income. Such leave shall be limited to fifty (50) calendar days or a period equal to the employee's accrued Sick Leave, whichever is the greater, but in no event more than one hundred twenty (120) working days. Additional leave beyond 120 days will be charged against employee's accumulated sick leave or vacation benefits. As a condition for receipt of this benefit, employees authorize the Controller's office to deduct a sum equal to all worker's compensation time loss benefits from related paychecks. Failure on the part of the employee to cooperate with the Controller's Office in making any necessary adjustments for the proper processing of this benefit may result in the loss of further A.O. benefits and the deduction of such excess compensation from the employee's accumulated sick leave or vacation leave.

b. A.O. can be used only once for the same injury except in situations where serious complications arise after the employee has returned to work, provided it is taken within one year of the date of the initial injury. Exception may be granted with the approval of both the Division Director and the Human Resources Director only after consulting with the City medical provider for work related injuries for a recommendation. Exception granted under the A.O. Policy shall be charged against the maximum A.O. Benefit of the initial injury.

2.17(i) Military Leave.

1. Any permanent employee who volunteers for active duty with the armed forces of the United States during a period of declared national emergency, or who is ordered to active duty in the organized reserve, National Guard, or by selective service at any time, shall be granted a leave of absence without pay and shall be entitled to return to his former position or to an equivalent position providing:

a. He/she applies to return to work following discharge within the time limits set by USERRA. If he/she is not able to carry on his/her former position, every effort will be made by the City to place him/her in another position for which he/she may be qualified.

b. Seniority and service credit shall continue during military leave but a returning veteran will not displace another employee with greater seniority.

2. Any permanent employee who is a member of an organized reserve or National Guard unit who is ordered to participate in two (2) calendar weeks of field training shall receive only that portion of his/her regular salary which will, together with his/her military pay (excluding expense pay), equal his/her regular salary, excluding shift differential.

3. Any permanent employee who is drafted and ordered to report for a pre-induction physical by the Selective Service Board can, upon written request by the Division Director, with the approval of the Mayor, be granted two (2) days leave with pay for the purpose of taking pre-induction physical. This applies only to a permanent employee who is drafted. Any employee who enlists or joins (not drafted) any branch of the military service is not eligible for two (2) days leave with pay.

4. The City will comply with all aspects of the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) and related City Personnel Policy.

2.17(j) Longevity Compensation.

1. An employee after completing three (3) years, five (5) years, seven (7) years, nine (9) years, eleven (11) years and thirteen (13) years, twenty (20) years, and twenty – five (25) years of service shall receive the following longevity compensation payable the first pay period in November. Longevity will be paid on an ascending scale as follows:

Completed
Years of Service

3 years	\$ 355.65
5 years	\$ 756.14
7 years	\$ 1,245.28
9 years	\$ 1,596.76
11 years	\$ 1,865.84
13 years	\$ 2,085.90
20 years	\$ 2,267.37
25 years	\$ 2,400.87

2. If an employee terminates, longevity will be prorated and based on anniversary date. Payment will be computed on the basis of the last complete month of service.

UNION ACTIVITIES:

2.18 An employee who requests time off for Union activities in addition to regular time off shall be granted such request if such time off will not inconvenience the operations of the City or increase its operating expenses, provided further that such employee shall receive no compensation from the City for such time off.

2.19 An employee elected to office in the Union or an employee appointed for duties in the Union with the consent of the City, who is required to spend a part or all of his/her time in the employ of the Union, shall not lose his seniority with the City on account of time off for Union duties. On his/her return to work with the City such employee, if qualified, shall be returned to his/her original duties at the then prevailing wage scale for such position if such position then exists; otherwise, he/she shall be given such position as he may be qualified to fill.

2.20 The Union agrees that it will not contact or solicit employees of this City at times or under conditions which, in the judgment of the Superintendent or Department head in charge, will adversely affect or interfere with the efficient operations of the City.

2.21 Employees covered by this Agreement shall not be required to do work which properly comes under the jurisdiction of, and should be done by inside wiremen in localities where there is an inside or mixed Local Union chartered by the International Brotherhood of Electrical Workers. Nothing in this provision shall apply to trouble calls on consumer's premises or to any work on property owned by or operated by the City.

LEAVE OF ABSENCE AND TIME OFF:

2.22 With written approval of the Department Head, a maximum of six (6) months leave of absence may be granted to employees for reasons other than illness, provided they can be spared from duty. Employees on such leave of absence shall not be deemed to have forfeited seniority rights accrued prior to leave of absence.

2.23 Upon approval of his/her Department Head, an employee who requests time off may be granted such request if such time off will not inconvenience the operations of the City or increase its operating expenses. Such employee shall receive no compensation from the City for such time off.

HEALTH AND SAFETY:

2.24 The parties hereto agree to cooperate in using all reasonable means to eliminate conditions of danger to either the general public, the City, or its employees. Regular safety meetings shall be scheduled at least once a month and training sessions of at least eight (8) hours shall be held semiannually.

2.25 The City agrees to furnish all safety equipment, including the replacement of body belts, safety straps and climbers including pads and straps, FR clothing, first aid kits and gloves for climbers, as may be reasonably necessary for the health and safety of the employees, and the employees agree to use such equipment. The City will provide rain gear for outside people. The employees agree to observe such Safety Code Provisions as may be adopted.

2.26 The Union agrees on behalf of the employees that the provisions of the Safety Orders of the City will be observed together with any amendments thereto. The City and the Union agree to set up a joint committee to advise and recommend changes in safety rules and policies.

2.27 The City reserves the right to require physical examinations of its employees in accordance with its rules and regulations. Such examinations will include eye and ear examination. City required physical examinations will be at City expense.

2.28 Employees, on rotating shifts, returning from sick, accident, or other unscheduled absence must give at least eight (8) hours notice before returning to work.

2.29 Employees who are absent from work for a period of more than six (6) months by reason of curtailment of employment or injuries incurred while on duty may be required by the City to pass the regular physical examination required at that time by the City for new employees.

2.30 An employee of the City who is injured while on duty, shall be entitled upon recovery to return to his former position without loss of seniority provided he/she is physically and mentally qualified to return to work as determined by the City medical provider for work related injuries.

2.30 (a) There are established for the employee various benefit plans of Group Life Insurance, Group Medical Insurance and Group Retirement Benefits. The provisions of these plans are described in the various plans booklets. At least sixty (60) days prior to the time any change is made in these plans the City will consult with the Union regarding such changes.

2.30 (b) The City will forward to LineCo (the IBEW insurance carrier) \$1,087.50 per employee, per month towards the monthly insurance premium. Beginning January 2016, the monthly premium will increase \$53.94 per month to \$1141.44 per month (for premiums for the contract months of January – May), the employee contribution to the premium will remain unchanged. For new hires, the premium contribution will be effective the first of the month following the hiring date.

2.30 (c) The City will transfer \$160 per employee, per month towards a Personal Care Account with LineCo (the IBEW insurance carrier). For new hires, the Personal Care Account contribution will be effective the first of the month following the hiring date.

2.30 (d) The City will contribute \$100 per month per eligible employee into a health reimbursement account to be used towards health and accident insurance premiums for bargaining unit employees after PERSI retirement from the City. Payment will be made for a period commencing upon employee's PERSI retirement to and until the date the employee reaches sixty-five (65) years of age or at the expiration of ten (10) years from the date of employee's PERSI retirement, whichever first occurs.

DEPARTMENTAL WORKING RULES:

2.31 The parties hereto agree to supplement this Agreement from time to time by formulating such necessary working rules as are pertinent to the particular departments and operations of the City.

SHIFT OPERATION:

2.32 In transferring Dispatchers from one shift to another no loss in regular pay shall result. A minimum of sixteen (16) hours off duty between shifts shall be allowed except in emergencies or where otherwise agreed to by the parties hereto.

2.33 In providing for emergency relief for Dispatchers on shifts (as for example in case of illness) other employees from either rotating or regular shifts and who are not necessarily working the same schedule of hours as the employees relieved, may be transferred to the relief duty and shall receive no overtime therefore.

2.34 Dispatcher's days off, arrangements of shifts and rotation thereof shall be as mutually arranged by the parties.

2.35 Except when relieved at their own request, Dispatchers relieved from duty in less than four (4) hours shall be paid for not less than four hours. If relieved from duty after more than four hours, they shall be paid for not less than eight hours.

2.36 Whenever it is necessary to operate any section of any station for more than one (1) shift for longer than one (1) week, Dispatchers working on such basis shall be entitled to rotate shifts. Arrangements of shifts and rotation thereof shall be determined from time to time by the parties hereto.

APPRENTICES:

2.37 Application for admission into an apprentice pool may be made by submitting three (3) copies of such application as follows:

- One (1) copy to immediate supervisor.
- One (1) copy to the Union Committee.
- One (1) copy to the Secretary of the General Apprentice Committee.

The General Apprentice Committee shall be made up as specified in requirements of apprenticeship standards.

Recommendation by the Supervisor and the Union Committee and approval by the General Apprentice Committee is necessary for admission into an apprentice pool.

2.37 (a) Apprentice positions which are posted for bid will be filled from the pool by the employee bidding who has the greatest seniority and qualifications.

2.38 Apprentices must be familiar with the safety code and are required to have a good working knowledge of first-aid, including efficient application of approved methods of resuscitation. They shall expand their knowledge of proper use of safety devices, safe working methods and construction specifications as their apprenticeship progresses. Should it be difficult for apprentices to gain field experience in certain phases of work in their permanent location, they may be transferred temporarily to another location where all types of work are being done. It is understood that during their apprenticeship period they will be required to attend apprentice training sessions.

2.39 For the first twelve (12) months apprentices must not, under any conditions, work on energized conductors or apparatus if potential exceeds 650 volts. On lines carrying energized primary and secondary circuits the apprentice shall assume a working position below the highest secondary arm or rack.

2.40 Before an apprentice may be classified as a journeyman, he/she shall first be examined by a competent Examining Board consisting of representatives selected by the City and Union who will pass on his/her qualifications.

2.41 Apprentices who have served their full apprenticeship and have qualified under the Agreement for rating as journeyman shall be put on the top journeyman rate.

2.42 Apprentice pay rate will be established as a percentage of the Journeyman rate in the classification of his job.

The percentage to apply as follows:

- First Year Apprentice - 75% of Associated Journeyman Rate.
- Second Year Apprentice - 80% of Associated Journeyman Rate.
- Third Year Apprentice - 84% of Associated Journeyman Rate.
- Fourth Year Apprentice - 88% of Associated Journeyman Rate.

ARTICLE III

EMPLOYMENT, PROMOTION AND DISCHARGE

GENERAL:

3.1 The supervision and control of all operations and the direction of all working forces, including the right to hire, to suspend or discharge for proper cause, or to transfer employees, or to relieve employees from duty because of lack of work, or for other legitimate reasons, are vested exclusively in the City. The City retains the right to exercise discipline in the interests of good service and the proper conduct of its business, provided that an employee or his/her representative and has been laid off, disciplined or discharged shall be advised of the reason or reasons for such action upon request, and shall be entitled to a hearing as hereinafter provided in Article V.

3.2 It is understood and agreed that in all cases of transfer, promotion, increase or decrease of personnel, or recall after layoff the following factors shall be considered, and where factors (2) and (3) are relatively equal, length of continuous service shall govern:

1. Length of continuous service.
2. Knowledge, training, ability, skill, adaptability, and efficiency.
3. Physical fitness.

In the event there is disagreement as to the qualifications or qualifications are not know, the parties hereto may mutually agree to tests to determine such qualifications.

BIDDING:

3.3 All vacancies and new positions shall be filled by posting for bid. Bids for the position with the greatest seniority shall be chosen if qualified as set forth in 3.2.

3.4 Vacancies and new positions shall be posted for bid on all bulletin boards within ten (10) days after the vacancy or new position occurs. For the convenience of the City, temporary assignments may be made for a period of thirty (30) calendar days until bids are received and permanent assignments made.

3.5 An employee shall not be required to exercise his bidding seniority, and shall not sacrifice any future rights to bid on vacancies through failure to do so.

3.6 Name of person awarded the position open for bid shall be posted on bulletin boards within three (3) days after the appointment is made.

3.7 In the event no bids are received from the department in which the vacancy occurred, the City shall endeavor to fill such vacancy from some other department of the City.

3.8 It shall be the responsibility of the Personnel Department to distribute bids and awards of bids to a uniform list of locations in the City.

3.9 In the event a reduction of forces is made in any department:

1. An employee shall be entitled to transfer by displacing the employee in the same classification who has the least City seniority. In the event such employee does not have sufficient City seniority to displace anyone in such classification he/she may displace the employee with the least City seniority in the next lower departmental classification for which he holds City seniority.

2. Employees moving back on a job for which they are physically and mentally qualified but which they have not previously held shall be allowed reasonable time, not to exceed ninety (90) days, in which to break in on the new job. No employee shall be allowed to move up in grade because of a reduction in forces.

3.10 Exchange of jobs may be made by mutual agreement of the parties hereto.

3.11 In the event of a temporary curtailment in any station or department, the City reserves the right to transfer employees to other station or departments to do such work as may be available and suitable to their skills and experience, provided that no employee of longer City seniority may be displaced by an employee so transferred who has less City seniority.

3.12 The City agrees where possible to give reasonable notice to employees in advance of a layoff or transfer, and to make available for inspection the names of employees who are to be laid off.

3.13 Should employee fail within two (2) weeks after being notified to return or elect for any reason not to return to the City upon being notified that work in his/her former classification is available, his/her seniority shall thereupon cease and if later he/she returns to the City it shall be without either City or department seniority. Notice under this provision shall be by personal call or by mailing to last known address.

3.14 The city agrees that it will not contract any work which is customarily done by its regular employees, if as a result hereof, it would become necessary to lay off any such employees.

ARTICLE IV

WAGES:

4.1 During the term of this Agreement the City agrees to pay wages to its employees at such rates and for such classification as are set forth in the attached exhibit "A" which by reference is incorporated herewith and made a part of this Agreement.

4.2 Paydays shall be every other Friday.

4.3 Employees hired for temporary employment who are fully qualified to perform the work required shall be paid not less than the regular rate established by this Agreement for the classification under which such employees are working. However, no employee shall be paid less than the regular rate for a period longer than four (4) workweeks.

Summer students -- temporary summer help. The City Electric Division may employ a high school or a college student at 80% of the applicable classification for a maximum of ninety (90) calendar days. If the same student returns, this rate will be increased 5% for each summer so employed.

Whenever any temporary employee has been continuously employed for six (6) months, the City will determine if position needs to be permanent or eliminated.

4.4 (a) An employee placed on a temporary assignment at a higher wage classification for which employee is fully qualified shall receive the prevailing rate of pay for that classification for the entire period of assignment.

(b) A journeyman will be upgraded to appropriate electrical, mechanical, substation or temporary foreman upon relieving a crew foreman or supervisor when materially performing the duties of the foreman or supervisor. When the City makes up a new crew, a journeyman will be upgraded to the appropriate foreman schedule when supervising two (2) or more employees.

4.5 When an employee is transferred to any position in which the employee has had no previous experience, such employee shall be given a reasonable trial period, not exceeding ninety (90) calendar days, within which to qualify for such position, without any increase in pay for such break-in period.

4.6 When an employee is transferred to a new classification with a higher pay schedule, he/she shall be transferred to the new schedule with a credit sufficient to place him/her on the bracket of the new pay schedule for his/her new classification one step higher than the bracket of the pay schedule of his/her former classification at the time of transfer, except in the apprentice classification. All apprentices will start on the first step of the apprentice schedule, except prior

applicable experience and/or schooling credit may be granted at any time by the General Apprentice Committee with management approval.

4.7 Relief man shall have the same classification as that of the highest class employee regularly relieved.

4.8 Any employee who starts and works a regularly scheduled shift at or after 7:00 p.m. shall qualify for a \$0.50 per hour shift differential. Shift differential will not be paid for employees whose regularly scheduled shift starts before 7:00 p.m. but work past 7:00 p.m. in either a regular pay or overtime status. Holidays, sick leave, and vacation hours will not be considered for shift differential.

ARTICLE V

ADJUSTMENT AND ARBITRATION:

5.1 Labor disputes or differences arising between the City and the Union and the employees of the City, including differences or disputes as to the meaning, application or operation of any provisions of this Agreement, or differences referred to in the previous section, shall be settled in the manner herein provided, and the Union agrees that there shall be no quitting or suspension of work by any dispute or difference.

5.2 Meetings between grievance committees to be selected by the Union and the various Department Heads of the City for the presentation of grievances hereunder shall be held upon five (5) days written notice from either party to the other, provided, however, that grievances pertaining to discharges or other matters which cannot reasonably be delayed shall be held at the earliest practicable time which can be arranged.

5.3 Grievances with respect to matters of promotion, demotion, discipline, layoff or discharge shall be presented within ten (10) days from the date of such promotion, demotion, discipline, layoff or discharge.

5.4 Should an employee have a complaint, the steward shall discuss the complaint with the immediate supervisor. If the complaint is not resolved to the satisfaction of the employee, a written grievance may be filed, and adjusted as follows:

- First: Between the aggrieved employee or the Union and the superintendent of such employee in the department involved. The superintendent shall respond in writing and return to the employee or the union within 10 working days. The Union shall respond within 10 working days of receiving the Superintendent's response as to whether the response is unsatisfactory and elevate it to the Division Director.
- Second: Between the Union and the Electric Division Director. The Electric Division Director shall respond in writing and return to the employee or the union within

ten (10) working days, with an extension of time allowed if mutually agreed to by both parties. The Union shall respond within 10 working days of receiving the Director's response as to whether the response is unsatisfactory and elevate it to the City.

Third: Between the Union and the City. Within ten working days after receipt of a request from the Union, the City shall respond to the Union's request for review. If the Union is dissatisfied with the City's response, it may request arbitration by delivering a written request for arbitration to the Electric Division or the Director of Human Resources, within twenty five working days after delivery of City's response to the Business of Local 57.

Fourth: In the event the Union request arbitration, the parties shall promptly submit a joint request for arbitration to the Federal Mediation and Conciliation Service (FMCS), including a request to furnish a list of seven (7) arbitrators, the Business Manager of Local 57 and the Director of Human Resources will, in turn, strike a name from the list. After striking six names from the list, the remaining name shall be the arbitrator.

The award of the arbitrator shall be final and binding upon both parties and upon the employee(s) involved. The fees and expenses of the arbitrator, and any other expenses agreed to by the parties prior to the arbitration, shall be shared equally by the City and the Union. The arbitrator shall have the power and authority to arbitrate only those matters expressly covered by the terms of this Agreement and shall rule only on the issues jointly submitted in writing for arbitration. The arbitrator shall not have power to add to, alter or amend the terms of this Agreement.

ARTICLE VI

DURATION OF AGREEMENT:

6.1 This Agreement shall remain in full force from May 3, 2015 to May 14, 2016.

6.2 The parties hereto agree to hold joint conferences for the purpose of negotiating a new agreement or amendment with regard to wages, hours, working conditions and other matters of collective bargaining to take the place of or amend this Agreement. Either party desiring to amend the Agreement shall notify the other in writing of such intent at least sixty (60) days prior to the expiration of such Agreement. If either party desires an amendment within ten (10) days after the receipt of such notice, the parties shall agree on a day to exchange proposals and which will be mailed via certified mail, the substance thereof shall be contained in such notice.

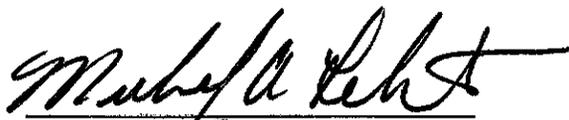
6.3 The parties hereto agree that during such conferences and arbitration there shall be no cessation or stoppage of work, service or employment on the part of or at the instance of either party.

AGREEMENT DATED this 14th day of May, 2014

SIGNED BY:

CITY OF IDAHO FALLS

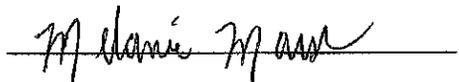
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 57


MAYOR PFO TEM


UNIT CHAIRMAN


IDAHO FALLS POWER


BUSINESS MANAGER


HUMAN RESOURCES MANAGER

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

EXHIBIT "A"
CITY OF IDAHO FALLS
IDAHO FALLS POWER
Effective May 3, 2015 through May 14, 2016

	<u>1st Yr</u>	<u>2nd Yr</u>	<u>3rd Yr</u>	<u>4th Yr</u>
<u>GENERATION:</u>				
Dispatcher - Day Shift	\$32.76	\$33.75	\$35.21	\$36.37
Dispatcher - Night Shift	\$33.26	\$34.25	\$35.71	\$36.87
Certified Distribution Dispatcher	----	----	----	\$38.01
Certified Distribution Dispatcher - Night Shift	----	----	----	\$38.51
* Journeyman Hydro Mechanic	----	----	----	\$38.01
* Hydro Maintenance Apprentice	\$28.51	\$30.41	\$31.93	\$33.45
* Mechanical Temporary Foreman	----	----	----	\$39.91
* Electrical Temporary Foreman	----	----	----	\$40.63
* Journeyman Operations Electrician (w/State Electrician License)	----	----	----	\$38.69
<u>FIBER:</u>				
* Communications Technician I	\$27.20	\$29.14	\$30.66	\$32.14
* Communications Technician II	----	----	----	\$35.53
<u>DISTRIBUTION:</u>				
* Journeyman Lineman	----	----	----	\$39.25
* Apprentice Lineman	\$29.44	\$31.40	\$32.97	\$34.54
* Temporary Foreman	----	----	----	\$41.21
* Substation Technician	----	----	----	\$39.25
* Apprentice Substation Technician	\$29.44	\$31.40	\$32.97	\$34.54
* Substation Temporary Foreman	----	----	----	\$41.21
<u>METERING:</u>				
* Journeyman Meterman	----	----	----	\$38.69
* Apprentice Meterman	----	\$30.95	\$32.50	\$34.05

* Includes \$.04/hr for hand tools and \$.06/hr for boot allowance.

Temporary Foreman Rate at 105% of regular wage.

PERSONAL CARE ACCOUNT

April 23, 2007

When or if premium contribution to Medical/Dental Health and Welfare Plan are in excess of their necessary premiums the excess premium will go into the individual employee Personal Care Account.

By mutual agreement between the City and the Union, this Letter of Understanding may be modified during the term of the Labor Agreement.

Agreed to by:

s/s Byron Nielsen

s/s Jackie Flowers

LOU – Travel and Training

April 2007

The City of Idaho Falls and IBEW, Local 57, hereby recognize that the union contract language related to travel and training was in place prior to the adoption of a City-wide travel and training policy. As such, the travel language in the contract shall prevail, with employees being compensated for travel time per the agreement.

Agreed to by:

s/s Byron Nielsen

IBEW Local 57

s/s Jackie Flowers

Idaho Falls Power

Letter of Understanding – Standby Lineman as Serviceman

April 2015

The City of Idaho Falls and IBEW, Local 57, hereby agree that for a one year trial period, the standby lineman will receive the Temporary Foreman rate for all hours worked as Serviceman during regular business hours. Further the City and IBEW agree that for those days that the standby lineman is working as a Serviceman the business hours will be 8:00 a.m. to 4:30 p.m.

Both parties understand that this arrangement can sunset by the end of the 2015-2016 contract period, May 14, 2016. Prior to that sunset date, this arrangement can be modified with a new letter of understanding upon agreement by both parties.

Agreed to by:

 <signed>
IBEW Local 57

 <signed>
Idaho Falls Power

AMENDMENTS FOR VERBAL AGREEMENTS
RESULTING FROM 1971 IBEW CONTRACT NEGOTIATIONS

- ITEM 1: Regarding verbal agreements between the parties, i.e., the City representatives and IBEW representatives, it was agreed that time off with permission with pay would be recorded on the individual time sheets for use in computing fringe benefits. An approximation of two-tenths (.2) was used in fringe benefit calculation for the current 1971-1972 contract. This figure was arrived at by using UP&L Company averages. Hereafter, absence with pay by permission will be reflected on time sheets as mentioned if Personnel Policy changes are ratified by IBEW. (This amendment to Personnel Policy will be forthcoming).
- ITEM 2: It was also verbally agreed at the time of negotiations that a clarification of Article 2.14 regarding meals would mean that if a man works two and one-half (2-1/2) hours straight through beyond his regularly scheduled shift, he would be provided a meal and time to eat the meal, and time will not exceed one (1) hour.
- ITEM 3: It was agreed that Article 2.38 be amended to read: The General Apprentice Committee shall be made up, "as specified in requirements of apprenticeship standards," thus eliminating a specified number of members as was spelled out in contract which fell short of apprenticeship standards requirements.

TO: IBEW BUSINESS AGENT

SUBJECT: VERBAL AGREEMENTS PER 1973 IBEW LOCAL 57 NEGOTIATIONS

ITEM I: Upgrading of Working Foreman:

Working Foreman shall be upgraded to a Gang Foreman if he is supervising three (3) or more climbers for four or more hours. (Climbers shall include apprentices and journeyman linemen). Upgrade will be paid at end of pay period in which it is worked.

ITEM II: Meals:

The City has authorized the following eating establishments:

Doc's Cafe, Westbank, LeBarons and the North Hiway Cafe.

Signed: Lester Bell
IBEW Business Manager

Signed: G.S. Harrison, Manager
Electric Light Division

TO: BOYD WOOD, IBEW UNIT CHAIRMAN
FROM: G.S. HARRISON, MANAGER - ELECTRIC DIVISION
SUBJECT: PERSONNEL POLICY - ARTICLE XXV (Jury Duty).

Enclosed are two copies of a recent personnel policy change. The unit may be interested in ratifying this change for inclusion in our working agreement.

Please respond to this proposal in writing at your earliest convenience.

Signed - G.S. Harrison

Enc.

ANSWER:

In answer to above proposal we are in agreement to include personnel policy Article XXV as is now written and approved by City Council December 18, 1975.

Signed - Boyd Wood,
Unit Chairman

April 21, 1978

IBEW PROPOSAL

1. IBEW 20 hour stand-by guarantee converted to cash (\$0.12 hr.) for all employees (32), the 12 cents to be added to present rate and a 7.43% increase. Will provide contract language that insures lineman available at all time; Foremen may or may not stand-by, but if they do so; at lineman rate. All new electrical employees must live within 10 miles of the electric administration building. This agreement will not be retro-active to include employees who are on the payroll at the time of the agreement. It is the intent of the City that those employees presently employed who do not live outside the 10 mile limit will not be able to move outside the 10 mile limit. Those living outside the 10 mile limit shall not be permitted to reside beyond present radius.
2. The City will upgrade the following 12 men retroactive to January 1, 1978:

2 - apprentices	3 - gang foreman
3 - mechanics	1 - mechanical foreman
1 - electronics technician	2 - electricians
3. IBEW is agreeable to having journeyman meterman with the journeyman electrician state certificate, paid at journeyman electrician rate when performing duties related to that higher rate.
4. If Utah Power and Light Company re-evaluates and upgrades operators, the City will also consider such upgrades, but this upgrade consideration will only apply to the 4 operators.
5. IBEW understands the City expects a health and accident insurance premium increase October 1, 1978. After the rate increase has been established, but prior to October 1, the City and the IBEW will jointly review the insurance package.

It is understood that the City will not pay additional health and accident insurance premium cost.

AMENDMENTS FOR AGREEMENTS

RESULTING FROM 1981 IBEW CONTRACT NEGOTIATIONS

April 28, 1981

Article 4, Section 4.1

Adjust Schedule "A" to reflect a 10.5% increase for all classifications in the agreement to be effective May 3, 1981 to May 2, 1982. Apprentice rates will increase according to Article 2.43 of the agreement.

Change Dental Plan from Plan I to Plan IV.

Blue Cross premium increase.

All items subject to Council approval.

If Utah Power & Light Company Journeyman classifications are upgraded this increase will be presented to Idaho Falls City Council at the date of upgrade with recommendation from Craig Lords, Steve Harrison, to consider upgrade for Idaho Falls Journeyman classifications.

Signed: G.S. Harrison, Manager
Electric Division

Signed: Grant Gallup
Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Mgr.

AMENDMENTS FOR AGREEMENTS

RESULTING FROM 1981 IBEW CONTRACT NEGOTIATIONS

April 28, 1981

The Union members agree to repay six (6) month premiums due to the City of Idaho Falls at a one-time charge of \$3,238.50. This amount will be paid as to the premium due according to what medical plan the employee is on.

This amount is to be paid by May 8, 1981 either by a one-time payroll deduction or a one time personal check. Employee shall notify the City by May 4th as to how they are going to reimburse the City. All cash or check payments to be paid to Electric Light Secretary.

Signed: G.S. Harrison, Manager
Electric Division Manager

Signed: Grant Gallup
Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Mgr.

IBEW-CITY OF IDAHO FALLS

WORKING AGREEMENT

April 29, 1983

On April 29, 1983, the IBEW and the CITY OF IDAHO FALLS agreed to the following amendment to the working agreement:

- | | | |
|----|-----------------------------|--------------|
| 1) | Wages | 4.0% |
| 2) | Longevity (\$100 additional | 0.4 |
| 3) | Health & Accident Increase | <u>0.635</u> |
| 4) | Package | 5.035% |

In addition, a 1 cent per hour increase in tool allowance was agreed to.

It was also agreed that the vacation day given up by the Union in 1982 would be returned.

Signed: G.S. Harrison
ELECTRIC DIVISION MANAGER

Signed: T. Grant Gallup
UNIT CHAIRMAN

Signed: S. Craig Lords
PERSONNEL DIRECTOR

Signed: Byron Nielsen
IBEW ASST. BUSINESS MGR.

Date: April 24, 1984

The City of Idaho Falls and IBEW Local 57 agree to the following contract changes for the 1984-1985 contract year.

- 1) 4% wage increase on all classifications.
- 2) City to pick up 0.95% + 0.88% H & A premium increase for the period Nov. 1, 1983 to Nov. 1, 1984. Any future increases in premiums on H 7 A coverage to be negotiated.
- 3) Change longevity schedule to:

After 3 yrs of service	\$200
5	\$350
7	\$400
9	\$450
11	\$500
13	\$600

Signed: G.S. Harrison
Electric Division Manager

Signed: Karl Roth
Vice Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Manager

1985 CITY/IBEW NEGOTIATIONS

April 24, 1985

The following items were agreed to between the City of Idaho Falls and IBEW Local #57, as a result of 1985 negotiations:

1. Lunch Hour:
Lunch hour will be changed from a one (1) hour to a one-half (1/2) hour lunch period to comply with daylight savings time.
2. Article 2.12:
Employee's scheduled for call out will be paid at working foreman rate for all hours worked.
3. Article 2.17(a):
Amend article 2.17(a) paragraph 4 to read:
An employee who is regularly scheduled to work ... and delete "is required".
4. Article 2.17(c):
Amend article 2.17(c) sick leave from 25% to 30%.
5. Longevity:

3 yrs. \$225	9 yrs. \$475
5 yrs. \$375	11 yrs. \$750
7 yrs. \$425	13 yrs. \$850
6. Wage Increase:
4% increase on all classifications, to be figured on tool rate. Also provide 2 cents per hour hand tools for Mechanical Maintenance Man and Mechanical Foreman.

Signed: G.S. Harrison
Electric Division Manager

Signed: T. Grant Gallup
Unit Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Manager

1986 CITY/IBEW NEGOTIATIONS

April 23, 1986

The following items were agreed to between the City of Idaho Falls and IBEW Local #57, as a result of 1986 negotiations:

- 1) Wage Increase:
3% increase on gross hourly rate for all classifications.
- 2) Blue Cross:
City will pick up Blue Cross increase from November 1985.
- 3) Sick Leave Conversion:
Amend Article 2.17(e) to provide sick leave conversion from 30% to 40%.
- 4) Holiday:
City and IBEW agree to change July 24th holiday to first Friday of August beginning calendar year 1987.

Signed: G.S. Harrison
Electric Division Manager

Signed: T. Grant Gallup
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Asst. Business Manager - Local 57

1987 CITY/IBEW NEGOTIATIONS
April 23, 1987

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 87-88 contract year.

1. 1.46% increase of all classifications contained in Exhibit A.
2. \$30.00 increase on all longevity scales.
3. H & A premium increase of Nov. 1, 1986 charged at 0.225%.
4. Adjust journeyman meterman and associated apprentice rate to that of journeyman meterman with state electrical license, and eliminate state electrical license requirement.
5. Working foreman or journeyman will be upgraded to appropriate electrical, mechanical or gang foreman upon relieving a crew foreman or supervisor. When the City makes up a new crew, a journeyman or working foreman will be upgraded to the appropriate foreman schedule when supervising three (3) or more journeymen or apprentices. Working foreman rate will prevail when supervising less than three (3) journeymen or apprentices.
6. Add a third paragraph to Article IV section 4.3 as follows:

Whenever any temporary employee has been continuously employed for (6) months, the City will determine if position needs to be permanent or eliminated.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Assistant Business Manager - Local 57

1988 CITY/IBEW NEGOTIATIONS
April 21, 1988

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 88-89 contract year.

1. 4% increase on base rate on all classifications contained in Exhibit A and Section 2.17j. All longevity scales to remain at current amounts. Also, provide \$.02/hr. for hand tools for all applicable classifications. The City will recalculate Exhibit A and provide to Unit Chairman for review.
2. City to pick up H&A premium increase from Nov. 1, 1987. Bargaining Unit to pick up any H&A premium increase on Nov. 1, 1988.
3. Modify the electronic apprentice schedule from 5 years to 4 years, to be identical to the apprentice lineman schedule.
4. Change the contract to reflect modification in AO policy, as discussed.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Asst. Business Manager - Local 57

1989 City/IBEW Negotiations
May 5, 1989

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 89-90 contract year.

1. 4% increase on base rate on all classifications contained in Exhibit A and section 2.17j. All longevity scales to remain at current amounts.
2. City will pick up health, accident and dental premium increases that were effective November 1, 1988.
3. Bargaining Unit to pick up any health, accident and dental increase effective November 1, 1989. The union has the option of payroll deduction beginning with the November 89 premium or of owing the City the 6 months of Unit premium due and payable at the end of the contract period.
4. Include language for Serious Sickness and Sickness in family to read as currently written in Section XVI of the Personnel Policy.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: S. Craig Lords
Municipal Services Director

Signed: Byron Nielsen
Asst. Business Manager - Local 57

1990 CITY/IBEW NEGOTIATIONS

May 4, 1990

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 90-91 contract year.

Wages	4.6% applied to wage & longevity
H&A/dental	<u>3.6%</u> Nov. 89 - Oct 90
Package	8.2%

Unit transfers to new carrier on/or before Jan. 1, 1991

City will transfer each year up to current plan cost (\$448.22 for family plan, \$357.03 two party, and \$160.37 single plan) per month to new carrier. Both parties recognize that the new H&A/dental premium may change in future years and the City agrees to pay such change up to a maximum plan rate of \$448.22/\$357.03/\$160.37, as appropriate.

All premium increases above the \$448.22 premium rate will be handled in the Unit negotiation.

If insurance premium is less than what Unit has paid for (\$341.07 family, etc.) per month then City will apply percentage difference to wages.

City will pick up November 1990 H&A/dental increase from November to Jan. 1, 1991 if a transfer is accomplished.

The union recognizes that if this proposal is accepted, they must have a carrier no later than Jan. 1, 1991.

Carrier to provide City in a timely manner with current H&A/dental premium information.

City will provide all medical and dental claims history to new carrier.

City agrees to amend the contract AO provision in Sec. 217.H. para.4, to change 60 days to 75 days.

No other items contained in IBEW letter dated Feb. 27, 1990 will be considered.

Should the union not find a carrier, the bargaining unit will remain with City plan. To remain, the bargaining unit shall pay \$19,804.96, due Jan. 1, 1991, through either payroll withholding authorization or cash settlement. This represents a 6.4% package of .6% money and 1.8% H&A/dental benefits. Unit will pick up H&A increase from Nov. 1, 1990 through payroll deduction.

Payroll Deduction for \$19,804.96

Family \$55.42 per month
2 Party \$45.04 per month
Single \$19.84 per month

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: Randy Allen
Personnel Administrator

Signed: Byron Nielsen
Asst. Business Manager
Local 57

1991 CITY/IBEW NEGOTIATIONS

May 3, 1991

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 91-92 contract year.

Wages	5.203	applied to wages only for all classifications
Vacation	<u>0.281</u>	Two (2) additional days after 20 years service
Package	5.484	

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: Randy Allen
Personnel Administrator

Signed: Byron Nielsen
Asst. Business Manager

1992 CITY/IBEW NEGOTIATIONS

April 30, 1992

This letter represents the understanding of the IBEW and the City of Idaho Falls regarding negotiations for the 92-93, and 94-95 contract years.

- A. Amend paragraph 2.12 to reflect change from working foreman to gang foreman.
Eliminate working foreman from Exhibit "A".
Mileage paid for call outs will be limited to one way and a maximum of 10 miles.
Eliminate 3 hour street light guarantee.
All call outs within original 2 hour call out period will be considered continuation.
- B. No change to holiday pay.
- C. No change to sick leave conversion.
- D. See F
- E. Attach 1991/92 Health & Accident addendum to back of contract.

The City will explore the possibility of establishing a health & accident plan for retirees.

F.	5/3/92- <u>5/1/93</u>	5/2/93- <u>4/30/94</u>	5/1/94- <u>4/29/95</u>
Wages/longevity	6%	4%	4%
Applied to all classifications/scales			
Total Package	6%	4%	4%

Add \$.10/hour for all levels of City Plant Operators in Exhibit "A".

- G. 3 year agreement.

Signed: G.S. Harrison
Electric Division Manager

Signed: David Lusk
Unit Chairman - Local 57

Signed: Randy Allen
Personnel Administrator

Signed: Byron Nielsen
Asst. Business Manager Local 57

AMENDMENTS TO AGREEMENT
BETWEEN
CITY OF IDAHO FALLS
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 57

The Agreement between the undersigned parties dated the 29th day of April 1992, as amended, is hereby further amended as follows: Said amendment to be effective the 3rd day of May 1992. Said agreement as herein amended shall remain in force from May 3, 1992 to April 29, 1995.

Amend all classifications on Exhibit "A" wage scale as attached hereto, to reflect:

1992-1993 - a 6% wage increase effective May 3, 1992.

1993-1994 - a 4% wage increase effective May 2, 1993.

1994-1995 - a 4% wage increase effective May 1, 1994.

Agreement dated this 3rd day of May, 1992.

SIGNED BY:

CITY OF IDAHO FALLS
OF

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS, LOCAL 57

Thomas Campbell, Mayor

Blaine A. Newman, Business Mgr.

G.S. Harrison, Manager

Byron Nielsen, Asst. Business Mgr.

SUBJECT TO THE APPROVAL OF THE
INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS.

(Approved July 16, 1992)
J.J. Barry, President

ADDENDUM TO THE
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IBEW LOCAL NO. 57
AND THE
CITY OF IDAHO FALLS, IDAHO

MEDICAL AND DENTAL BENEFITS

The City shall make monthly contributions to the Eighth District Electrical Benefit Fund on behalf of eligible employees and their eligible dependents for Medical and Dental Benefits for the twenty nine (29) month period January 1, 1992 through May 31, 1994 in accordance with the following contribution schedule:

<u>Classification</u>	<u>Monthly Contribution</u>
Single	\$160.37
Two Party	357.03
Family	448.22

The City shall not be responsible for the day to day administration of the plans. All contracts if applicable, shall be issued to the Board of Trustees of the Eighth District Electrical Benefit Fund.

Contributions must be made to the Eighth District Electrical Benefit Fund on or before the tenth (10th) day of each month for which coverage is intended.

Signed: Melvin L. Erickson, 12/20/91
Mayor Protem

Signed: David Lusk, 12/24/91
Unit Chairman

Signed: G.S. Harrison, 12/20/91
Electric Division Mgr.

Signed: Blaine Newman, 1/6/92
Business Manager

Signed: S. Craig Lords, 12/20/91
Municipal Services Dir.

1995 CITY/IBEW NEGOTIATIONS
April 28, 1995

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 95-96, 96-97, and 97-98 contract years.

- A. Amend para. 2.1 to reflect regular working hours of 7:30 a.m. to 4:30 p.m. during standard time and 7:30 a.m. to 4:00 p.m. during daylight savings time.
- B. Amend para. 2.17(a) to delete "first Friday of August" and add one floating holiday.
- C. City will transfer the following amounts each month to the IBEW insurance carrier:

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
Single	\$170.37	180.37	190.37
Two-party	367.03	377.03	387.03
Family	458.22	468.22	478.22

- D. The parties to this agreement agree to accept and abide by the "City of Idaho Falls Drug-Free Workplace Policy".

Prior to reasonable suspicion testing of any employee for drugs and/or alcohol when circumstances warrant, two or more management employees shall determine if reasonable suspicion exists to test employee. Written documentation shall be provided within 24 hours of such determination. This does not apply to random, pre-employment, post-accident, return-to-duty, or follow-up testing.

- E. Amend Exhibit A and the longevity schedule to reflect the following percentage increases:

<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
2.5%	3.0%	3.0%

- F. Increase rate for City Plant Operators by \$.25/hr
- G. Three Year Agreement

Signed:
Mark Gendron
Electric Division Mgr.

Signed:
Gary Wiles
Unit Chairman - Local #57

Signed:
Randy Allen
Personnel Administrator

Signed:
Byron Nielsen
Asst. Business Manager Local #57

1998 CITY/IBEW NEGOTIATIONS

April 17, 1998

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 1998-99, 1999-2000, and 2000-01 contract years.

A. Amend Contract Section 2.17(b), 1b to change maximum carry over amount from 21 days to 23 days.

B. Amend Contract Section 5.4 under First step to change "immediate superior" to Superintendent" and under Second step to change "Department Head of the department involved" to "Electric Division Director". Parties agree to clarification under Third step that City shall be City official(s), other than Electric Division Director, appointed by the Mayor.

C. Amend Contract Section 2.12 to add standby compensation providing for 16 hours per week minimum, paid at the straight time base rate, with all overtime hours worked deducted from the 16 hour minimum. No change to the compensation for all overtime hours worked.

D. City will transfer the following amounts each month to the IBEW insurance carrier:

	1998-99	99-2000	2000-01
Single	\$190.37	\$200.37	\$210.37
Two-party	\$387.03	\$397.03	\$407.03
Family	\$478.22	\$488.22	\$498.22

E. Add classification of general laborer to Exhibit A under Generation, Distribution, and Metering, as follows:

	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
General Laborer	\$11.00	\$11.25	\$11.50	\$11.75

F. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

	<u>1998-99</u>	<u>99-2000</u>	<u>2000-01</u>
	3.5%	2.5%	2.5%

G. Upgrade all distribution gang foremen and journeyman lineman classifications by \$0.05 per hour in 1999-2000. Adjust apprentice lineman wage accordingly as per

contract. Upgrade all remaining classifications by \$0.05 per hour in 2000-01. Adjust apprentice classifications accordingly.

H. 3 year contract.

Signed:

Mark Gendron
Electric Division Mgr.

Gary Wiles
Unit Chairman - Local #57

Randy Allen
Personnel Administrator

Byron Nielsen
Asst. Business Manager, Local #57

2001 CITY/IBEW NEGOTIATIONS
May 3, 2001

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 2001-02, 2002-03, and 2003-04 Contract years.

- A. With respect to the call out provisions of Section 2.12 of the Contract:
1. Apprentice training time worked will not be deducted from the sixteen (16) hour minimum.
 2. Scheduled overtime declined by the call out employee will not be deducted from the sixteen (16) hour minimum.
 3. This section will be applied to the mechanical maintenance men with the exception that the hours worked upgrade will be at the mechanical foreman rate.

- B. The City will contribute \$100 per month per eligible employee to the Eighth District or current insurance provider at the time, to be used towards health and accident insurance premiums for bargaining unit employees after PERSI retirement from the City. Payment will be made for a period commencing upon employee's PERSI retirement to and until the date the employee reaches sixty-five (65) years of age or at the expiration of ten (10) years from the date of employee's PERSI retirement, whichever first occurs.

- C. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
3.5%	3.0%	3.0%

- D. Establish the new classification Substation Foreman at the following rates from the 2000-01 Exhibit A:

First year: \$26.50 Second year: \$27.20 Fourth year: \$27.99

These rates are subject to the increases from C above.

- E. Amend Contract to reflect three (3) year agreement.
- F. Amend Section 5.4 of the Contract to add pre-grievance process language and to establish ten (10) day time limits for City replies for the first and second grievance steps.
- G. The IBEW Assistant Business Manager and Idaho Falls Power Director will execute the agreed to Meal Policy Memorandum of Understanding.

H. The City will transfer the following amounts each month to the IBEW insurance carrier:

	<u>2001-04</u>
Single	\$210.37
Two-party	\$407.03
Family	\$498.22

Signed

Mark Gendron
Idaho Falls Power Director

Signed

Scott Long
Unit Chairman, Local #57

Signed

Byron Nielsen
Assistant Business Manager, Local #57

2004 IDAHO FALLS POWER / IBEW LOCAL 57 NEGOTIATIONS
May 4, 2004

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2004-05, 2005-06, and 2006-07 Contract Years beginning May 2, 2004 and ending April 28, 2007.

- A. REST PERIOD. Add new subsection to the Contract addressing rest period as follows:

Section 2.11 (b)

For every half hour an employee works after 12:00 a.m., including not more than one (1) hour paid meal time, the employee may report to work one half hour after their regular starting time that day. After working seven hours after midnight the employee may take eight (8) hours that day off. Employee will be subject to early call back if supervision deems it necessary. Employee called back to work before the expiration of their rest period will be paid at 1½ time until released from work.

All rest period time taken during an employee's regular shift will be paid at the employee's straight time rate. When the employee's rest period spans the normal lunch period, employee retains unpaid lunch period and lunch period time is not counted against remaining rest period. Employee shall take their rest period at the beginning of their regular shift, unless employee requests other time during regular shift and agreed to by supervisor.

Section 2.11 (b) does not apply to plant operators.

The following examples are presented for clarification and are not to be included in the amended contract language:

- 1) If employee works six and one half (6½) hours after 12:00 a.m. the employee will report to work six and one half (6½) hours, plus lunch break, after their regular starting time.
- 2) If employee works until 1:00 a.m. and then is called out from 3:00 a.m. to 5:30 a.m. the employee will report to work three and one half (3½) hours after their regular starting time.

- B. STANDBY. Add a new sentence to Section 2.12 of the Contract immediately preceding the last sentence in the section as follows:

The overtime hours deduction will not reduce the 16 hour minimum below 8 hours.

- C. INSURANCE PAYMENTS. City will transfer the following amounts per employee each month to the IBEW insurance carrier:

2004-05	\$682.69
2005-06	\$768.49

2006-07 \$825.69

D. WAGES AND LONGEVITY. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
7½ %	5 %	3 %

E. MEAL ALLOWANCE. Change the meal amounts in the Memorandum of Understanding dated May 3, 2001 to \$9.50 for breakfast, \$10.00 for lunch, and \$18.00 for dinner.

F. TEN MILE RULE ESTABLISHED IN 1978. It is agreed by the parties that all new bargaining unit employees shall reside no further than 20 miles from the Idaho Falls City limit. Existing Idaho Falls Power employees residing beyond the 20 mile limit are exempted from this rule except that should such exempted employee move to a new residence, such new residence shall be no farther from Idaho Falls. The ten mile rule established in 1978 shall no longer apply.

G. GENERAL HOUSEKEEPING.

- 1) Section 2.17 (a) Holidays; subparagraph 1: add Human Rights Day.
- 2) Section 2.17 (b) Vacations; subparagraph 2.f.: change 21 days to 23 days.
- 3) Section 2.42. Apprentice percentages: Eliminate Fifth Year-92% Rate.

Agreed to by:

IBEW Local 57

(signed)
Byron Nielsen
Business Manager

(signed)
Scott Long
Unit Chairman

Idaho Falls Power

(signed)
Mark Gendron
Manager

(signed)
Randy Allen
Personnel Administrator

**IDAHO FALLS POWER/IBEW LOCAL 57
2007 NEGOTIATIONS
April 27, 2007**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2007-08, 2008-09, and 2009-10 Contract Years beginning April 29 and ending May 2, 2010.

1. Amend Contract Section 2.5 establishing shift change criteria to include one week's notice for a minimum of one week duration and to provide employees with shift change compensation.
2. Amend Contract Section 2.11 to begin the call out at the time of call. Amend Contract Section 2.11(b) to identify callouts occurring between 11 p.m. and two hours prior to scheduled work time as qualifying for rest period. Call outs occurring two hours or less before the regularly scheduled work day will be viewed as a continuation. If an employee is called back during their rest period, or asked to continue through their rest period, the rate of pay for that period will be two times the base rate.
3. Add Section 2.16(b) providing that the City will pay to keep certification or state electrical license active, including training, so long as it is a requirement of employment and prior approval on training is received.
4. Amend Contract Section 2.34 to include arrangements of shift and rotation thereof.
5. Delete Contract Section 2.36 (a).
6. Add Section 3.14 providing that the city agrees that it will not contract any work which is customarily done by its regular employees, if as a result hereof, it would become necessary to lay off any such employees.
7. Insurance Payments: The City will transfer the following amounts per employee each month to the IBEW insurance carrier:

Remainder of 2007	\$825.69
January 1, 2008	\$825.69
January 1, 2009	\$861.44
January 1, 2010	\$897.19

8. Amend Contract Exhibit "A"

1. WAGES AND LONGEVITY

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
3%	3%	3%

2. Add the following positions at the identified rates:

*Substation Technician (same as Journeyman Meterman/Lineman/Electrician) \$31.84

*Fiber Technician Level I (based off journeyman lineman rate)	1 st year	\$22.28
	2 nd year	\$22.88
	3 rd year	\$25.15
	4 th year	\$26.42

*Fiber Technician Level II \$29.29
(based off journeyman lineman rate)

Establish a high voltage rubber glove rate for the following positions:
Journeyman Lineman, Substation Foreman and Technician, Gang Foreman

3. Change "Maintenance Mechanic" to "Journeyman Mechanic"
4. Modify "*" note at the bottom to include "and \$0.06/hr for boot allowance."
9. Amend Contract to include the City's Shared Leave Policy
10. Memorandum of Agreement and Letters of Understanding
 1. Meal Policy
 - Increase compensation – Lunch \$11.00, Dinner \$19.00.
 - Rates will be determined by the domestic per diem rate for Bonneville County/Idaho Falls reviewed yearly – effective November.
 - When unscheduled overtime occurs before regular work hours, the City will provide compensation for a meal and one hour to eat the meal.
 - If employee fails to complete and submit meal reimbursement form, meal reimbursement will not occur.
 2. Vacation Policy
 3. Personal Care Account
 4. Travel and Training

Agreed to by:

IBEW Local 57

(signed)
Byron Nielsen
Business Manager

(signed)
Bart Martin
Unit Chairman

Idaho Falls Power

(signed)
Jackie Flowers
General Manager

(signed)
Randy Allen
Personnel Administrator

IDAHO FALLS POWER/IBEW LOCAL 57
2010 NEGOTIATIONS
April 29, 2010

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2010-2011 Contract Years beginning May 2, 2010 and ending May 1, 2011.

1. Amend Contract Section 2.5 to clarify language related to employees returning to their regular shift.
2. Amend Contract Section 2.12 to change call out guarantee 16 hour minimum hours at the appropriate foreman rate for overtime hours worked, reduced to 12 hours, and establish that 40 hour work week is to be paid at the regular rate.
3. Amend Section 2.14 to clarify meal payment for working two hours beyond and two hours before the shift.
4. Amend Section 2.17(a) to provide that holiday pay will be equal to regular work period.
5. Amend Section 2.17(b) to clarify that employees shall be eligible to use accrued vacation one month after date of hire.
6. Amend Section 2.17(j) to adopt the City's longevity compensation schedules, including adding a 20th and 25th year.
7. Amend Section 4.4 to upgrade a journeyman to the appropriate foreman rate when relieving a supervisor or when the City makes up a new crew with a journeyman supervising two or more journeyman.
8. Amend Section 5.4 to add timelines for grievance response and appeal procedures.
9. Amend Meals Memorandum Agreement with clarifying language for when an employee is unable to eat the meal. Meals to be based on time paid.
10. Insurance Payments: Establish that the City will pay premium increases up to 15% cumulative of the current total contribution per month for each employee. Personal care contribution to remain unchanged.
11. Amend Contract Exhibit "A"
WAGES - No wage increase for all classifications during 2010-2011.

Agreed to by:
IBEW Local 57

<signed>
Scott Long
Senior Representative

<signed>
Craig Leigh
Unit Chairman

Idaho Falls Power

<signed>
Jackie Flowers
General Manager

<signed>
Brian Sagendorf
Human Resources Director

**IDAHO FALLS POWER/IBEW LOCAL 57
2011 NEGOTIATIONS
May 3, 2011**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2011-2012 Contract Years beginning May 8, 2011 and ending May 5, 2012.

1. Amend Section 2.1 – to reflect current hours of operation.
2. Amend Section 2.11 (b) – to apply a maximum rest period accrual of 8 hours.
3. Amend Section 2.12 – to clarify call out travel time.
4. Amend Section 2.15 – to clarify hours of work during travel period.
5. Amend Section 2.14 – to provide meal accrual on 5 hour work period basis.
6. Amend Section 2.17 (b)(3)(c)(2) – to reflect vacation leave charged in ½-hour increments.
7. Amend Section 2.17 (c) – to reflect current sick leave procedures.
8. Amend Section 2.17 (e) – to reflect City’s current FMLA policy.
9. Amend Section 2.17 (f) – to reflect City’s death in immediate family qualifiers.
10. Amend Section 2.17 (i) – to reflect City’s military leave policy.
11. Amend Section 2.17 (j) – to reflect City longevity compensation rates.
12. Amend Section 2.30 (b) – establish premium rates to be paid by the City through the contract year. Personal care contribution to remain unchanged.
13. Amend Section 4.4 – to clarify when the journeyman upgrade applies.
14. Amend Section 6.1 – to provide for a one year agreement.
15. Amend Contract Exhibit “A” – Clarification of existing classifications. WAGES – Add 1.0% increase on all classifications and \$0.10 per hour to all classifications.
16. Delete Meal Memorandum of Agreement and add \$0.70 per hour to Exhibit A for eliminating meal policy.

Agreed to by:

IBEW Local 57

____<signed>_____
Scott Long
Senior Representative

____<signed>_____
Rory Cullen
Unit Chairman

Idaho Falls Power

____<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Brian Sagendorf
Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2012 NEGOTIATIONS
May 3, 2012

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2012-2013 Contract Years beginning May 6, 2012 and ending May 4, 2013.

1. Amend Section 2.11 (b) – to adjust compensation if a supervisor requires the employee to work through their rest period.
2. Amend Section 2.17 (b)(3)(g) – to allow vacation benefits to be placed into health reimbursement account upon retirement.
3. Amend Section 2.17 (j) – to provide for a 2.0% increase to all schedules.
4. Amend Section 2.25 – to reflect that the City is providing FR clothing with the safety equipment.
5. Amend Section 6.1 – to provide for a one year agreement.
6. Amend Contract Exhibit “A” – Clarification of existing classifications. WAGES – Add 2.0% increase on all classifications, reestablish apprentice percentages, and establish a temporary foreman percentage.

Agreed to by:

IBEW Local 57

____<signed>_____
Scott Long
Senior Representative

____<signed>_____
Rory Cullen
Unit Chairman

Idaho Falls Power

____<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Brian Sagendorf
Human Resources Director

**IDAHO FALLS POWER/IBEW LOCAL 57
2013 NEGOTIATIONS
April 16, 2013**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2013-2014 Contract Year beginning May 5, 2013 and ending May 4, 2014.

17. Amend Section 2.12 – to amend language so that travel time does not apply to continuation, provide clarification on when employees can designate their call out responsibility, and removal of language that provides that the on call employee may work all overtime available.
18. Insurance Payments – Establish that employees will pay 4% of their health insurance premium effective January 1, 2014. The City will transfer the following amounts per employee to a Personal Care Account with LineCo:

June 1	\$960
December 1	\$960

19. Amend Contract Exhibit "A" – Add Certified Distribution Dispatcher and Apprentice Substation Technician scales. Remove rubber glove reference but retain rubber glove wage in Journeyman Lineman and Substation Technician wage. WAGES – No wage increase for all classifications during 2013-14.

Agreed to by:

IBEW Local 57

____<signed>_____
Scott Long
Assistant Business Manager

____<signed>_____
Rory Cullen
Unit Chairman

Idaho Falls Power

____<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Brian Sagendorf
Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2014 NEGOTIATIONS
May 9, 2014

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 4, 2014 and ending May 2, 2015.

20. Amend Section 1.6 – to amend EEO/Discrimination/Harassment language to be consistent with City Personnel Policy.
21. Amend Section 2.11(b) – amend language to be consistent with 2007 summary and with current practice (note: clean up item).
22. Amend Section 2.14 – amend language to categorize all hours of the day in three equal intervals.
23. Amend Section 2.15 – amend language in the travel policy for travel outside of licensure or certification requirements to reduce overtime.
24. Delete Section 2.17(b)(3)(e) – eliminate duplicative reference to Military Leave of Absence Policy.
25. Amend Section 2.17(b)(3)(3)(g) – eliminate reference to 23 day payout policy maximum for retirees allowing them to receive current accrual.
26. Amend Section 2.17(c) – remove language related to Occupational Injury/Accident On Duty in the sick leave section, replacing it instead in the Occupational Injury/Accident On Duty section. Also delete reference to City Physician throughout the contract.
27. Amend Section 2.17(d) – amend language pertaining to sickness in family to be consistent with City Personnel Policy and standard practice (note: clean up item).
28. Amend Section 2.17(h) – amend language to be consistent with City Personnel Policy and standard practice and relocate Occupational Injury/Accident On Duty language from 2.17(c).
29. Amend Section 2.17(i) – amend language to be consistent with City Personnel Policy and comply with USERRA.
30. Amend Section 2.17(j) – delete reference to old compensation scale and increase longevity scale 2.25%.
31. Amend Section 2.30 – update medical premium information, and insert reference to Personal Care Account from 2013 Summary and clarify process on retiree health insurance premium contribution to reflect current practice (note: clean up item).
32. Amend Section 4.4 (b) – clarify reference to job titles in relief upgrade (note: clean up item).

33. Add Section 4.8 – state shift differential policy language to be consistent with City Personnel Policy (note: clean up item).

34. Amend Contract Exhibit “A” – 2.25% increase in wages.

Agreed to by:

IBEW Local 57

<signed>
Scott Long
Assistant Business Manager

<signed>
Rory Cullen
Unit Chairman

Idaho Falls Power

<signed>
Jackie Flowers
General Manager

<signed>
April Collier
Human Resources Consultant

IDAHO FALLS POWER/IBEW LOCAL 57
2015 NEGOTIATIONS
April 29, 2015

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 3, 2015 and ending May 14, 2016.

- 35. Amend Section 2.30 (b) – update medical premium information to include an additional \$53.94 per month premium payment to LineCo effective for the January 2016 premium payment (January – May premiums will be \$1141.44, with employee contribution toward the premium to remain unchanged).
- 36. Amend Section 2.32 – 2.36 – replace Operator reference with Dispatcher.
- 37. Amend Contract Exhibit “A”
 - o 2.5% increase in wages for all classifications with an additional 0.5% for Journey Mechanic, Electrician, Meterman, and Certified Distribution Dispatcher classifications.
 - o Add a Serviceman job classification at the Temporary Foreman rate.

Agreed to by:

IBEW Local 57

Idaho Falls Power

<signed>
Scott Long
Assistant Business Manager

<signed>
Jackie Flowers
General Manager

<signed>
Rory Cullen
Unit Chairman

<signed>
Melanie Marsh
Human Resources Director



REQUEST FOR COUNCIL ACTION

CITY OF IDAHO FALLS

May 11, 2015

Division Human Resources

AGENDA ITEM: Review and approve the Agreement between the City of Idaho Falls and International Brotherhood of Electric Workers (IBEW) Local #57.

SUMMARY RECOMMENDATION: It is recommended that the Council approve the agreement with IBEW Local #57.

BACKGROUND: The proposed agreement includes a 2.5% in wages for all classifications with an additional 0.5% for Journey Mechanic, Electrician, Meterman and Certified Distribution Dispatcher classifications.

It also includes adding a Serviceman job classification at the Temporary Foreman rate for a one year trial period.

Medical premium information updated to include the City paying an additional \$53.94 per month to LineCo for union employees' health insurance.

SUGGESTED MOTION Move to approve the Agreement between the City of Idaho Falls and International Brotherhood of Electric Workers (IBEW) Local #57.

SUPPORTING DOCUMENTS

1. 2015-16 Agreement Between City of Idaho Falls and IBEW Local #57