

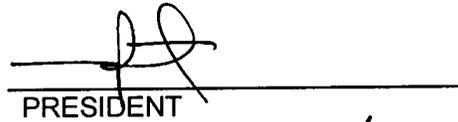
ARTICLE XXIV - EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix "A" and "B", and Addendum's 1-8 shall become effective September 22, 2014, and shall remain in full force and effect until 12:00 midnight, September 21, 2015, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by the City.

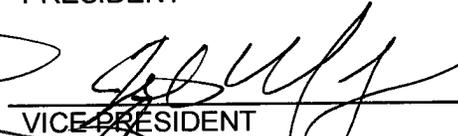
For: **THE CITY OF IDAHO FALLS**

For: **LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF FIRE-
FIGHTERS**


MAYOR


PRESIDENT


MUNICIPAL SERVICES DIRECTOR


VICE PRESIDENT


HUMAN RESOURCES DIRECTOR


SECRETARY-TREASURER


FIRE CHIEF


EXECUTIVE COMMITTEE

September 30, 2014
DATED

September 22, 2014

AGREEMENT

CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565

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AGREEMENT

CITY OF IDAHO FALLS AND IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565

This Agreement is between the CITY OF IDAHO FALLS (hereinafter referred to as the "City") and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as the "Union"). It contains the entire Agreement between the parties, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department, and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the Union are to regard themselves as public employees, and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and the City and neither shall a non-union member be discriminated against by the Union or the City with respect to any condition of employment because of membership or non-membership in the Union or because of sex, race, color, religion, national origin, or rank.

ARTICLE II - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Division Chiefs, Fire Marshall, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Fire Marshall, or Division Chiefs from voluntarily maintaining Union membership.

ARTICLE III - MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made in accordance with the rules and regulations of the Civil Service Commission;
11. That a Firefighter applying to take the Civil Service Exam for promotion in the Fire Department would have to show proper qualifications as to length of unbroken combat service to qualify to take the exam.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and/or guidelines shall be maintained. A copy shall be kept at each station, the Chief's office, Fire Prevention Bureau, Union and Civil Service. Proposed changes shall be presented in writing to the Union prior to implementation.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of the Union Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on his/her scheduled work shift. Two personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one Fire Prevention Bureau Representative. Requests for time off for union business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for two employees for two additional union functions; other requests will be considered as travel status requests and granted following the union contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three platoons at the convenience of both parties.

ARTICLE V- CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, the City agrees to deduct the regular monthly dues of such employee from his/her pay & deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by the Union President. The Union will notify the City in writing of the exact amount of such regular Membership Dues to be deducted. The Union agrees

to hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be brought up to date on January 1 of each year and immediately posted thereafter on the Central Fire Station and Substation boards for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the Union or to the Union Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case the City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification that he held under Civil Service. If his/her movement creates excess personnel in his new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing the City with an address and phone number where he/she can be contacted and meeting all department physical standards. When the City recalls an employee under this provision those employees are not required to retest.

ARTICLE VIII - HOURS OF DUTY**Section 1.**

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00 a.m. Each firefighter shall be allowed one (1) Kelly day each sixteen (16) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on December 27, 2014. The Kelly Day schedule will be adjusted when needed to avoid having three or more Fire Division personnel assigned to a Kelly Day.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Overtime for 40 hour per week employees shall be paid at the rate of one and one-half times the base hourly rate for each overtime hour worked.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, Holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (1/2) hour. Call back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

No overtime will be granted for time spent on travel status. Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over 100 miles one-way.

Section 4.

Firefighters attending classes that are deemed essential by the Staff, but not mandatory to the Fire Department may qualify for compensation time (comp-time). Comp-time will be accrued at time and one half of time that was spent at qualifying classes. Comp-time may be accumulated up to 480 hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Section 2 and 3. Comp-time earned in excess of 480 hours will be paid as overtime.

ARTICLE IX - SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department.

ARTICLE X – HOLIDAY PAY

All shift Fire Fighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November.

ARTICLE XI - LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible fire fighter shall receive a uniform allowance of nine hundred eleven dollars and twenty-three cents (\$911.23) per budget year, to be paid twice a year in equal installments to fire fighters employed at the time of each payment. A new employee to the Fire Department will be issued their first uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next regularly scheduled uniform allowance.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, the City agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. The Union recognizes that title to such items furnished remains with the City.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy as amended in the Civil Service Rules and Regulations, and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by the City shall determine all questions arising thereunder. The City will make detailed information concerning the provisions of such benefits available to the employees. The City agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

The City reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

The City agrees to provide \$1400.00 per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

The City agrees to provide off-street parking from 5:30 p.m. to 7:30 a.m. at Station No. 1. The City agrees to provide off-street parking for emergency call-backs, providing there is not adequate time to locate other parking. This parking may be altered or canceled if the City should need the parking area for City vehicles

Section 6.

The City of Idaho Falls and the Union will work together to administer a joint wellness/fitness program. Included in this program will be an annual City physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the fire department will receive a baseline EKG during their first annual City physician's physical. The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce City expense pertaining to occupational injuries.

Section 7.

The City of Idaho Falls is offering a high deductible health plan with a health savings account as one of the health insurance options for the 2014 Plan Year. For those employees who sign up for the high deductible health plan with the health savings account, the City will contribute \$1,700 to the employee's health savings account for the 2014 Plan Year.

ARTICLE XV- MISSION STATEMENT

The mission of the Idaho Falls Fire Department is to protect the lives and property of the citizens and visitors of Idaho Falls by providing the highest possible levels of service through fire prevention, public education, fire suppression, emergency medical services, and mitigation of the effects of natural and man-made disasters consistent with the resources provided as desired and dictated by the citizens and elected officials of the City of Idaho Falls.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of week-ends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from the Union.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

The employee shall have the option of presenting alleged grievances to the Union in writing. The Union will counsel the employee whether to formally file a grievance or to take no further action. The employee, the Union, or both may exercise the option of formally presenting a grievance in accordance with the prescribed steps outlined.

Any grievance not taken up within seven (7) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by the Union.

Section 3. Formal Grievance Procedure

- Step 1. The employee, the Union spokesperson, or both shall present a grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Captain, with a copy to the Fire Chief, within fourteen (14) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at the previous step, the grievance will be presented in writing to the Division Chief for adjustment.
- Step 4. The Division Chief receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 5. Failing to reach a satisfactory understanding or adjustment at the previous step, the grievance will be presented in writing to the Fire Chief, with a copy to the Municipal Services Director.
- Step 6. The Fire Chief shall render a decision in writing to the employee and to the Union within ten (10) calendar days after receipt of the formal grievance. If the grievance is applicable to Civil Service Rules and Regulations the grievant must file and appeal with the Civil Service Commission under their rules and regulation. All other grievances will move to step 7 of the Grievance Procedure
- Step 7. Any employee may appeal the decision of the Fire Chief by filing a Notice of Appeal with the Mayor. Such Notice of Appeal shall be physically filed within five (5) working days of the date the decision was delivered to the employee. Such Notice of Appeal shall contain a brief statement of the employee's intent to appeal the decision and shall also contain a copy of the original grievance and a copy of or brief summary of the decision rendered by the Fire Chief. Upon the receipt of a Notice of Appeal, the Mayor shall appoint a Final Hearing Panel ("FHP") consisting of any Division Director other than the Fire chief and one member of the City Council. The City Attorney may counsel with and provide legal advice to the FHP, but shall have no vote with respect to the rendering of any decision by the FHP.

As soon as the FHP has been appointed, the panel shall set a date, time and place for a hearing and shall send a written notice of hearing to the grievant union representative and the Fire Chief. At the hearing, the complaining employee, or the union representative may present testimony and evidence concerning the grievance and examine and cross-examine witnesses. The FHP may require the attendance of any employee having knowledge of the matter and any employee who refuses to appear at the request of the FHP shall be deemed guilty of insubordination. A transcribable, verbatim record of the proceedings shall be kept and maintained by the City for a period of at least six (6) months thereafter. The hearing shall be conducted in an informal manner, without adherence to formal rules of evidence. Following the conclusion of the hearing, the FHP shall consider the testimony and evidence presented at the hearing and shall base its decision solely thereupon. Following the conclusion of the hearing, the FHP may consult with the City Attorney concerning the applicable law. The FHP shall render a written decision and deliver a written copy thereof to the complaining employee as soon as possible, but in no event later than thirty (30) working days after the conclusion of the hearing.

- Step 8. If the grievance is still unsettled, either party may within ten (10) calendar days of the decision of the FHP or the Civil Service Commission under Step 6 or 7 have the right to have the matter arbitrated by a third party jointly agreed upon by the City and the Union. If the parties are unable to agree upon an arbitrator the Idaho State Department of Labor shall be requested to submit the names of five (5) arbitrators. The City and the Union shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties within ten (10) days over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to the Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of the Union shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such Union Member is exercising management power which could cause him to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS**Section 1. Rights Retained Unaffected**

All rights, privileges and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of the Union and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

This Union agrees that during the term of this Contract there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Fire Department.

ARTICLE XX - SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional, the remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXI - VACATIONS**Section 1.**

Vacations shall be granted and guaranteed as follows:

1. One (1) through six (6) years continuous service- seven (7) shifts.
2. Seven (7) through fourteen (14) years continuous service- nine (9) shifts.
3. Fifteen (15) through twenty (20) years continuous service - eleven (11) shifts.

4. Twenty-one (21) years continuous service - twelve (12) shifts.

Vacations for forty (40) hours per week employees shall be granted as follows:

1. One (1) through six (6) years continuous service - fourteen (14) working days.
2. Seven (7) through fourteen (14) years continuous service - nineteen (19) working days.
3. Fifteen (15) through twenty (20) years continuous service - twenty-four (24) working days.
4. Twenty-one (21) years continuous service - twenty-six (26) working days.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the individual with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Division Chiefs are encouraged to have first round vacation selections completed by February 15th. Second round should begin immediately upon completion of the first round. Third round should begin immediately upon completion of second round. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Division Chiefs will not affect vacation selection of other personnel.
2. First, second and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.
3. Five (5) firefighters may schedule advance vacation at the same time on any one platoon, subject to the provisions of Item No. 2, 4 & 5.
4. Fourth and fifth round vacation will be eliminated during the 2014 contract year in exchange for accruing a Kelly Day every 16 shifts rather than every 22 shifts. Elimination of the fourth and fifth round vacation day is a trial period for 2014 contract year and will be evaluated to determine whether the fourth and fifth round vacation should be reinstated the 2015 contract year.

5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less. Minimum staffing is determined by the Idaho Falls Fire Department Standard Operating Guide
6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Canceling of scheduled vacation is discouraged. It will be permitted, however, if unusual hardship can be shown and it is canceled forty-eight (48) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced at the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if that is the only selection on the book for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Division Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Division Chief on duty or designee if the vacation book clearly shows a situation either allowing or prohibiting the leave, subject to Provisions 2, 3, 4, and 5. When new vacation requests are logged, that information shall be transmitted to the officer in charge of the platoon involved by the Division Chief on duty or designee as soon as possible so that staffing adjustments can be made.
9. Any leave involving sickness, sickness in the family, death in the family, etc., which will require a member to be off on future shifts, shall be entered in the vacation book as soon as it is known that the leave will be needed. This information is necessary for decisions on short notice vacation requests.

ARTICLE XXII - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate Civil Service Eligibility List is established in accordance with the rules and regulations of the Idaho Falls Civil Service Commission.

A representative from the Union will be part of the hiring committee when hiring new Fire Department employees who will/are covered by this Collective Bargaining Agreement, as well as any other positions not covered by the agreement including Deputy, Assistant, Division or Battalion Chiefs. Such Union representative will participate in the

interview process by evaluating candidates, providing feedback and recommendations on candidates. Appointing authority will be the decision of the Fire Chief.

ARTICLE XXIII - COMMITTEES

SAFETY COMMITTEE

Section 1.

A Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a Union Member, a Fire Prevention representative, and one representative of each position. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The Committee shall also be permitted to enlist other persons. The Union representative will be selected by the Union, but other Committee Members shall be approved by the Fire Chief.

Section 2.

The purpose of this committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

The Committee shall hold regularly scheduled meetings and shall be permitted to hold special meetings whenever necessary. Regular meetings shall be held at least once on every three months. The date shall be set as the first Thursday of each quarter of the calendar year. Written minutes of each meeting shall be retained and shall be made available to all members.

TRAINING COMMITTEE

Section 1.

A Training Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a Union representative, and one representative from each position (Captain, Paramedic, Driver, and Firefighter). The member of the Fire Division management and the Union representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings.

The Training Committee has the authority to enlist the help of other persons when needed.

The Union representative will be selected by the Union. All other Training Committee members shall be appointed by the Fire Chief.

Section 2.

The purpose of the Training Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to firefighter/EMS training within the Fire Division.

Section 3.

The Training Committee shall hold regularly scheduled meetings and shall be permitted to hold special meetings whenever necessary. Regular meetings shall be held on the first Wednesday of the month in January, April, July, and October. Written minutes of each meeting shall be prepared and made available to all Union members and Fire Division personnel.

Appointments shall be made and the first meeting shall convene the first Wednesday in October 2014.

APPENDIX "A"**FIRE DEPARTMENT
CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE SEPTEMBER 22, 2014****A. SALARY SCHEDULE**

The attached table, entitled "Assignment of Ranks to Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Division Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Division Director and Municipal Services Director.

2. Salary Step Advancement

Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Division Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.

- a. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- b. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Division Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Division Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Division Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Division of Human Resources, with the assistance of, and in collaboration with, the appropriate Division Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Division Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:

- a. An outline of the classification arranged within the appropriate pay grade schedule.
- b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Division of Human Resources may prescribe.

ASSIGNMENT OF RANK TO PAY GRADES

<u>PAY GRADE</u>	<u>RANK</u>
10	Senior Firefighter
11	Driver Fire Inspector I
12	Fire Inspector II
13	Captain
14	Fire Marshall

FIRE DEPARTMENT**RANKS NOT ASSIGNED TO PAY GRADE AND STEP PROGRAM***

<u>RANK</u>	<u>2014-2015 HOURLY BASE</u>	<u>2014-2015 ANNUAL BASE</u>
Fireman - 1st Class	14.405	\$41,947.36
Fireman - 2nd Class	13.897	\$40,468.06
Fireman - Probationary	13.520	\$39,370.24

* These ranks have automatic progression and probationary provisions as provided under Civil Service Rules and Regulations.

APPENDIX "B"
LONGEVITY PROGRAM SCHEDULE
EFFECTIVE SEPTEMBER 22, 2014

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Any staff currently receiving longevity benefits will continue to receive his accumulated longevity including any approved COLA adjustment. Any additional longevity accumulation will be at \$274.70 per year or a portion of this rate until he reaches the maximum annual longevity benefit of \$2197.60 plus the approved lump sum longevity payment paid in October.
- C. The longevity increments will continue to be based on the individual Fireman's anniversary date.

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>																						
Not Eligible	Not Eligible	Not Eligible																						
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- D. Effective September 20, 1992 - Longevity for eligible Firemen to be paid the first pay period in October.

After Three (3) Years \$365.93

ADDENDUM NO. 1

Part 1: Compensation

Provide compensation for paramedics as follows:

The next closest pay period following:

- a. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + 8%
- b. Three (3) years following the receipt of certification and assignment/ Base + 12%

Part 2: Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows his certification to lapse eight (8) years or more years after such assignment, will have his or her paramedic certification pay reduced in the following manner: 1) If a paramedic surrenders certification prior to the expiration of his or her normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a paramedic allows his or her certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which the City grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as he/she no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Part 3: Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

Part 4: Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain his/her paramedic certification he/she will

receive paramedic compensation in amount not to exceed eight (8) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than his/her hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have his/her paramedic certification pay reduced in the following manner: 1) If a captain or driver paramedic surrenders certification prior to the expiration of his/her normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or 2) If a captain or driver paramedic allows his/her certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which the City grants a general pay increase to firefighters covered under this agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as he/she no longer receives paramedic certification pay, 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his/her decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of the contract.

Part 5: Modification of Management Rights Clause

Article III, Item 11 of the Management Rights clause is hereby deleted from the 1995 contract and any future contract.

Part 6: Probationary Firefighters

Probationary Firefighters who hold paramedic certification will not be compensated as paramedics or compensated as such during their probationary year. Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to being assigned to an ambulance and receiving paramedic pay.

Part 7: Non Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

**Revising Addendum No. 1 September 28, 1995 and September 13, 1998
Addendum No. 1 Revised September 22, 2014**

/s/ S. Craig Rockwood
MUNICIPAL SERVICES DIRECTOR

/s/ Mark Pitcher
PRESIDENT

/s/ Melanie Marsh
HUMAN RESOURCES DIRECTOR

/s/
VICE PRESIDENT

/s/ Dune Nelson
FIRE CHIEF

/s/
SECRETARY-TREASURER

/s/
EXECUTIVE COMMITTEE

September 22, 2014
DATED

ADDENDUM NO. 2

Firefighters trading work time will be allowed to count traded time as hours eligible under F.L.S.A. Firefighters not working traded time will subtract hours from F.L.S.A.

Firefighters will be allowed to trade Kelly Days outside their F.L.S.A. work cycle. This provision will be reviewed to determine whether the benefit will be continued to subsequent years, any financial impact may cause this benefit to terminate after a one (1) year period.

/s/ S. Craig Lords
MUNICIPAL SERVICES DIRECTOR

/s/ Chad Stanger
PUBLIC WORKS DIRECTOR

/s/ Dick Hahn
FIRE CHIEF

/s/ E. Dean Ellis
PRESIDENT

/s/ Scott Long
VICE PRESIDENT

/s/ Gene Rockwood
SECRETARY-TREASURER

/s/ Steve Eldredge
EXECUTIVE COMMITTEE

September 23, 1994
DATED

ADDENDUM NO. 3

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification (8) eight-hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Personnel working out of classification must have completed established Civil Services testing for position. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Any Captain who is assigned to work as the captain in charge of Station 1 shall be paid an additional \$1.50 per hour. Inspectors working out of classification, performing duties normally assigned to the Fire Marshall, will receive compensation commensurate with the Fire Marshall position. No time minimum will be mandatory.

FOR: THE CITY OF IDAHO FALLS**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

/s/ S. Craig Lords
MUNICIPAL SERVICES DIRECTOR

/s/ Lance Johnson
PRESIDENT

/s/ Chad Stanger
PUBLIC WORKS DIRECTOR

/s/ Rick Lords
VICE PRESIDENT

/s/ Dean Ellis
FIRE CHIEF

/s/ Harold Foster Jr.
SECRETARY-TREASURER

/s/ John C. Pugmire
EXECUTIVE COMMITTEE

February 22, 2008
DATED

ADDENDUM NO. 4**Specialty Pay**

- Each employee is to be paid an additional \$25.00 per month per team on each team for which they qualify, not to exceed two (2) teams.

Specialty Pay Teams

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator

Spanish Speaking

- Each employee qualifying as fluent in the Spanish Language shall be paid an additional 3% to their annual base pay not including longevity pay.

FOR: THE CITY OF IDAHO FALLS**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**/s/ C. Rockwood
MUNICIPAL SERVICES DIRECTOR/s/ Mark Pitcher
PRESIDENT/s/ Melanie Marsh
HUMAN RESOURCES DIRECTOR/s/
VICE PRESIDENT/s/ Duane Nelson
FIRE CHIEF/s/ James Newton
SECRETARY-TREASURER/s/ Ryan Carlson
EXECUTIVE COMMITTEESeptember 22, 2014
DATED

ADDENDUM NO. 5**Memorandum of Understanding**

City of Idaho Falls

And

I.A.F.F Local 1565

For

Retirement Contributions for PERSI Fire Fighters

Agreement, made between the City of Idaho Falls (hereafter referred to as the "City") and the International Association of Firefighters Local 1565 (hereafter referred to as "IAFF");

WHEREAS, pursuant to the relevant provisions of the Idaho Firefighter Referendum "B" held on July 16, 2012 and the related Section 218 Agreement between the State of Idaho and the Social Security Administration conducted pursuant to 42 U.S.C. § 418(d), Firefighters are no longer eligible for coverage under the United States Social Security Act. Additionally, Firefighters employed by the City prior to April 1, 1986 are no longer eligible for Medicare:

WHEREAS, such Firefighters are entitled to receive a refund of certain contributions made for and by Firefighters for FICA and Medicare purposes:

WHEREAS, Firefighters desire to maintain the tax-deferred nature of retirement contributions in lieu of Federal, State, FICA and Medicare contributions:

WHEREAS, the City is willing to provide a mechanism by which such tax deferred contributions can be preserved, provided such mechanism does not impose or cause any obligation on the part of the City to incur additional benefit cost to the Federal or State Government and/or PERSI above and beyond what is contributed for FICA and/or Medicare eligible employees:

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

Definitions

For the purposes hereof, the following terms shall have the meanings as ascribed below:

CITY: The City of Idaho Falls

FIREFIGHTER: Any firefighter employed by the City as of July 17, 2012, and also all future firefighters employed by the City, provided that 1) such employees are now members of PERSI, or were members of PERSI as of

such date, and 2) are now or will be represented by IAFF for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565

PERSI: The Public Employee Retirement System of Idaho

Social Security and Medicare Refund

On behalf of all Firefighters impacted by the Firefighter Referendum and related Section 218 agreement, the City is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such Firefighters. Upon receipt of said refunds, the City will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each Firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each Firefighter less any charges, expenses, or retirement withholdings imposed upon the City by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by the City shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, the City shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each Firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such Firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each Firefighter pursuant to U.S.C Title 26, Chapter 21 – the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon the City by the United States Government and/or PERSI. To be eligible for employer contributions, each Firefighter must file a PERSI Choice 401 (k) Deferral Election form with the Division of Human Resources that authorizes the City to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401 (k) account. Future PERSI Choice employer contributions are contingent upon continued authorization from each Firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401 (k) Deferral Election forms with the Division of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual Firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations and laws applicable to PERSI.

The City makes no warranty or representation that such retirement contributions are exempt from Federal, State or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then the City may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each Firefighter governed by this MOU after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for Firefighters under the Social Security Act and related Federal Insurance Contribution Act.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

/s/ S. Craig Lords
MUNICIPAL SERVICES DIRECTOR

/s/ Duane Johnson
PRESIDENT

/s/ Brian J. Sagendorf
Human Resources Director

/s/ Mark Pitcher
VICE PRESIDENT

/s/ Dean Ellis
FIRE CHIEF

/s/ Lance Johnson
SECRETARY-TREASURER

/s/ Sean Allen
EXECUTIVE COMMITTEE

August 20, 2012
DATED

ADDENDUM NO. 6

Deployment Operations

- This agreement is regarding compensation for deployments requested by but not limited to Department of Lands, Federal Emergency Management Agency, United States Forest Service, State of Idaho and/or other fire service agencies.

NOW THEREFORE, In consideration of the mutual covenants of the parties of this agreement, it is hereby agreed as follows:

1. City of Idaho Falls will pay any City of Idaho Falls Fire Department employee who leaves the City of Idaho Falls under deployment on behalf of a requesting agency as part of but not limited to: Wildland firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials responses.
 - A. The City of Idaho Falls Fire Department employee will be paid "straight time" for their normally scheduled respective shifts and, in addition, sixteen (16) hours of overtime for days not regularly scheduled (i.e. two times the base hourly rate for each such overtime hours worked.)
 - B. Such Fire Department employees shall be paid portal to portal.
 - C. The Fire Department employee will be paid by the City of Idaho Falls and will retain all benefits and insurance during deployment.
 - D. City of Idaho Falls shall be reimbursed, through separate contract by requesting agency.
 - E. The foregoing agreement for reimbursement shall be true even where the City of Idaho Falls Fire Department employee is deployed as part of an apparatus crew or as a single resource.
2. Members of IAFF Local 1565 shall assist the City of Idaho Falls and shall cooperate with the City of Idaho Falls in providing documentation, statements and/or other evidence related to deployment in support of the City of Idaho Falls' attempt to receive reimbursement by requesting agency.

FOR: THE CITY OF IDAHO FALLS

FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS

/s/ S. Craig Lords
MUNICIPAL SERVICES DIRECTOR

/s/ Duane Johnson
PRESIDENT

/s/ April Collier
Human Resources Director

/s/ Scott Wetzel
VICE PRESIDENT

/s/ Dean Ellis
FIRE CHIEF

/s/ James Newton
SECRETARY-TREASURER

/s/ Wynn Whitmeyer
EXECUTIVE COMMITTEE

DATED

ADDENDUM NO. 7

**Memorandum of Understanding
City of Idaho Falls
And
I.A.F.F Local 1565
For
Employee Student In-Service Education Program**

WHEREAS, with the increased emphasis on college education for advancement opportunities, the City of Idaho Falls recognizes the importance of supporting educational opportunities in order to develop good, strong leaders.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

The City of Idaho Falls will work to update the City of Idaho Falls Personnel Manual relative to the educational opportunities and programs related to the Fire Division during calendar year 2015.

The City of Idaho Falls will seek input from I.A.F.F. Local 1565 as it works on updating the Employee Student In-Service Education Program Policy.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

/s/ Craig Rockwood
MUNICIPAL SERVICES DIRECTOR

/s/ Mark Pitcher
PRESIDENT

/s/ Melanie Marsh
Human Resources Director

/s/
VICE PRESIDENT

/s/ Duane Nelson
FIRE CHIEF

/s/ James Newton
SECRETARY-TREASURER

/s/ Ryan Carlson
EXECUTIVE COMMITTEE

September 22, 2014
DATED

ADDENDUM NO. 8

**Memorandum of Understanding
City of Idaho Falls
And
I.A.F.F Local 1565
For
Military Leave**

WHEREAS, the City of Idaho Falls recognizes and appreciates the men and women who serve in the military to protect our freedoms and is committed to protecting the job rights of employees absent on military leave; and

WHEREAS, the City of Idaho Falls is committed to evaluating the current Military Leave Policy in Section XXV of the City of Idaho Falls Personnel Policy and the Policy related to Fire Division personnel.

WITNESSETH:

NOW, THEREFORE, the parties agree as follows:

During the next six (6) months, the City of Idaho Falls will evaluate the City's Military Leave Policy in Section XXV of the City of Idaho Falls Personnel Policy and determine if/what changes may improve the policy to make it more user-friendly for both the Fire Division employee and the City.

The City of Idaho Falls will seek input from I.A.F.F. Local 1565 as it evaluates and determine what/if any changes would enhance the Military Leave Policy for both parties related to Fire Division personnel.

This agreement will not be re-opened during the 2014 contract year as a result of the evaluation of the City's Military Leave Policy and any potential changes to the City's Military Leave Policy as such relates to Fire Division personnel and this agreement.

FOR: THE CITY OF IDAHO FALLS

**FOR: LOCAL UNION NO. 1565
INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS**

/s/ Craig Rockwood
MUNICIPAL SERVICES DIRECTOR

/s/ Mark Pitcher
PRESIDENT

/s/ Melanie Marsh
Human Resources Director

/s/
VICE PRESIDENT

/s/ Duane Nelson
FIRE CHIEF

/s/ James Newton
SECRETARY-TREASURER

/s/ Ryan Carlson
EXECUTIVE COMMITTEE

September 22, 2014
DATED

