

# **Collective Bargaining Agreement**

**By And Between**

**The City of Jerome, Idaho**

**&**

**I.A.F.F. Local 4589**

**Effective Date:**

**(October 1, 2015 – September 30, 2018)**

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THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter sometimes referred to as "CBA" or "Agreement") is between THE CITY OF JEROME, IDAHO (hereinafter called the Employer or the City) and the BARGAINING UNIT, I.A.F.F., LOCAL #4589 (hereinafter called the Union) for the purposes of setting forth the complete and mutual understanding of those employees for whom the Employer has recognized the Union as the exclusive bargaining representative.

## **1. Article 1 Preamble**

This Collective Bargaining Agreement is entered into with reference to the following facts:

- 1.1. **FACT 1:** The Union agrees to indemnify, defend, and hold harmless the City of Jerome, Idaho, its employees and agents; against any and all claims, suits, orders, or judgments brought or issues taken against the City, or its employees and agents, as a result of any action taken or not taken by the City of Jerome, Idaho, and/or its employees and agents, under provisions of this article.
- 1.2. **FACT 2:** This Collective Bargaining Agreement is established in accordance with (Idaho Code Title 44, Chapter 18, Section 1, Sub-section 1 (44-1801(1)), effective only upon ratification by the City Council of the City of Jerome, Idaho and I.A.F.F., Local 4589.
- 1.3. **FACT 3:** This Collective Bargaining Agreement further defines that the purpose of this agreement will attempt to achieve and maintain harmonious relations between the City and the Union.
- 1.4. **FACT 4:** The City and the Union have met and negotiated in good faith on wages, hours, terms, and conditions of employment for the employees represented by the Union in the bargaining unit listed above, and have reached agreements which are set forth in this CBA.
- 1.5. **FACT 5:** Any issue not specifically addressed, covered or referenced by this agreement shall be governed by the Jerome City Fire Department Standard Operating Guidelines and the Jerome City Fire Department Discipline Manual.
- 1.6. **FACT 6:** All rights, privileges, and benefits held by the employees at the present time which are not included in this agreement shall remain in force unless a change is mutually agreed to, via the negotiations process, by both parties.
- 1.7. **FACT 7:** The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and nothing shall add to or supersede any of its provisions, except by mutual written consent.
- 1.8. **FACT 8:** For the purposes of this collective bargaining agreement:
  - 1.8.1. The term "calendar year" or "annual" will refer to a 365 day period, beginning on January 1st and concluding on December 31st.
  - 1.8.2. The term "monthly" will refer to the specific period that begins with the first day of a month and concludes on the last day of same month.
  - 1.8.3. The term "quarterly" will refer the following specific periods:
    - 1.8.3.1. 1st Quarter – January 1st to March 31st
    - 1.8.3.2. 2nd Quarter – April 1st to June 30th
    - 1.8.3.3. 3rd Quarter – July 1st to September 30th
    - 1.8.3.4. 4th Quarter – October 1st to December 31st
- 1.9. **FACT 9:** It is agreed with respect to the reasonableness of this collective bargaining agreement that any of the stated items within this CBA may be subject to the grievance procedures contained herein.

## **2. Article 2 Severability**

- 2.1. It is understood and agreed by the City and the Union that this CBA is subject to all present and future applicable Federal, State, and Local laws, regulations, and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations.

- 2.2. The parties hereto have bargained with regards to some provisions which are covered by the Fair Labor Standards Act and to the extent that the Fair Labor Standards Act permits employers and employee groups to contract for modification of the procedures otherwise utilized under the Fair Labor Standards Act, and to the extent that such modification is authorized by Federal law, the parties intend that this contract shall take precedence over the provisions of the Fair Labor Standards Act.
- 2.3. If any part of this Agreement is in conflict or is found to be inconsistent with such applicable provisions of Federal, State, or Local law or regulation, or otherwise found to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended, and the provisions of the applicable laws and regulations shall prevail; in such event, however, the remainder of this CBA shall not be affected thereby and shall remain in full force and effect.

**3. Article 3 Recognition**

- 3.1. The City hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations concerning salaries, hours of work, and other terms and conditions of employment for all full-time uniformed employees. For the purpose of this Article, full-time uniformed employees shall mean career uniformed firefighters, lieutenants, and captains.
- 3.2. Membership in the union is voluntary.

**4. Article 4 Non-Discrimination**

- 4.1. There shall be no discrimination against, intimidation, or harassment of any employee by either the City, Department or Union or any member acting on behalf of the Union, because of the employee's membership or non-membership in the Union or by virtue of their holding office or not holding office in the Union. The City and the Union agree that neither shall discriminate against any employee or prospective employee with respect to their compensation, terms, conditions, or privileges of employment because of such employee's race, color, religion, sex, national origin, age or other factors which do not constitute a bona fide occupational requirements. It shall be the exclusive responsibility of the Department to determine bona fide occupational requirements within the meaning of this Article.

**5. Article 5 Successor's Clause**

- 5.1. In the event of consolidation, merger, annexation, transfer, or assignment of the City with or to any other political subdivision of the State, the parties shall comply with any then applicable legislation including, but not limited to, the obligation of the parties to bargain collectively with regard to the impact of such consolidation, merger, annexation, transfer, or assignment upon the wages, hours, and working conditions of the affected employees.

**6. Article 6 Dues Deduction**

- 6.1. The City shall make deductions on a regular monthly basis from a member's pay for the regular Union dues, providing such member shall authorize such deductions, in writing, on a form to be filed with Payroll.
- 6.2. The City shall remit such deductions to the Union upon receipt from the Payroll Office. The Union agrees to indemnify and save harmless the City from all liability resulting from the dues deduction system.
  - 6.2.1. The City agrees to provide to the Union said check in the amount of total dues deducted from said employees payroll accounts on or before the fifth business day of the month. When it becomes available, this check will be direct deposited into the Union's bank account. The Union will provide the City with the routing and bank account number.
- 6.3. It is understood that it will not be the responsibility of the City to remit Union dues, nor any portion thereof to the International Association of Fire Fighter's Office.

**7. Article 7 No Strike Clause**

- 7.1. Idaho Code Section 44-1811 prohibits employees from going out on strike during the term of a written collective bargaining agreement. In addition, said section provides that no firefighter shall strike or recognize a picket line of any labor organization while in the performance of their official duties.

**8. Article 8 Grievance Procedures**

- 8.1. It is the declared objective of the City to encourage prompt and informal resolution of all complaints, including discipline as they arise and to provide recourse to orderly procedures for the satisfactory conclusion of complaints.
- 8.2. **Definition** - "Grievance" shall mean a complaint by the Union involving the interpretation or application of this Agreement. The employee who brings forth the grievance may be referred to as the "Grievant"
- 8.3. **Time Limits** - The time limits herein described shall mean Monday through Friday, from 0800 hours to 1700 hours, excluding City recognized holidays. However, the time limits specified in any procedural step hereafter provided may be extended upon written consent of both parties.
- 8.4. **Procedure** - If the Grievant is satisfied through an informal process, then the grievance is considered resolved and as such will be communicated in writing from the Union to the City. If the grievance is not settled informally, then the grievance procedure is set forth below.
- 8.4.1. **Step One** - In the event the Grievance Committee concludes a grievance exists, it shall be presented, provided the situation to be grieved occurred within the previous thirty (30) calendar days, in writing, to the Fire Chief within five (5) business days from the date of determination by the Grievance Committee that a grievance exists. The Fire Chief shall respond to the grievance, in writing, within ten (10) business days of receiving it.
- 8.4.2. **Step Two** - If the grievance has not been resolved and the Firefighter and the Union, or just the Union, wishes to pursue it further, the Union shall make an appeal of the Fire Chief's decision to the City Administrator within five (5) business days of the Fire Chief's response to the grievance. The City Administrator will respond in writing, within ten (10) business days of receiving the appeal from the Fire Chief.
- 8.4.3. **Step Three** - If the grievance has not been resolved and the Firefighter and the Union, or just the Union, wishes to pursue it further, notification of the intent to proceed to mediation must be provided to the Fire Chief within ten (10) business days of the City Administrator's decision on the appeal. If the Union is to pursue the grievance without the participation of the Grievant, then the Union is required to obtain a notarized, signed release of any and all personal and/or confidential information from the Grievant prior to proceeding with the grievance procedure. A copy of the signed release will be provided to the City immediately upon receipt.
- 8.4.3.1. In the event that mediation becomes necessary, the City and the Union shall engage in a good faith effort to mutually agree upon a mediator.
- 8.4.3.2. If the City and the Union are unable to agree upon a mediator within twenty-one (21) business days of the providing the Fire Chief with notice to proceed to mediation, the Parties shall ask the Idaho Supreme Court to submit the names of five (5) qualified individuals from the list of civil mediators. The City and the Union shall alternatively strike a name from the list (the first strike shall be determined by a coin toss) until the name of one (1) individual remains. The remaining person shall serve as the mediator. The mediator's fees will be shared equally among both parties.

- 8.4.4. **Step Four** - The Grievant and the Union, or just the Union, may continue to pursue the grievance if the mediation fails by submitting the matter to binding arbitration, with a single arbitrator, in the manner prescribed as follows:
- 8.4.4.1. Written notice of the appeal must be filed with the City Clerk within fourteen (14) business days from the date of failed mediation, which the notice shall request an appeal procedure.
- 8.4.4.2. The City and the Union shall engage in a good faith effort to mutually agree upon an arbitrator.
- 8.4.4.2.1. If the City and the Union are unable to agree upon an arbitrator within ten (10) business days, the parties shall ask the American Association of Arbitrators to submit the names of five (5) qualified individuals to serve as the arbitrator.
- 8.4.4.2.2. Either party may reject the entire panel of arbitrators and request a new panel from the American Association of Arbitrators.
- 8.4.4.2.3. A party may only reject a panel twice.
- 8.4.4.2.4. The City and the Union shall alternatively strike a name from the list (the first strike shall be determined by a coin toss) until the name of one (1) individual remains.
- 8.4.4.2.5. The remaining person shall serve as the arbitrator.
- 8.4.4.3. Upon the selection of an arbitrator, the arbitrator shall hold an arbitration hearing at the time and place selected by the arbitrator. If possible, such hearing shall be held within forty-five (45) days from the date of the selection of the arbitrator. The hearing shall be conducted under the National Rules of the Resolution of Employment Disputes of the American Arbitration Association.
- 8.4.4.4. The arbitrator shall only have jurisdiction and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue posed by the grievance.
- 8.4.4.5. The arbitrator shall not have the power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- 8.4.4.6. The decision of the arbitrator shall be binding upon the parties hereto and the order may be entered upon the records of any court having jurisdiction.
- 8.4.4.7. The costs of the arbitration shall be borne as follows:
- 8.4.4.7.1. The losing party shall pay the cost of the arbitrator. In cases where the decision partially favors the City and partially favors the Union, the arbitrator's costs shall be borne equally by the parties.
- 8.4.4.7.2. The Grievant and the Union, or the Union, shall pay all of its/their costs incurred during representation. The City is not obligated to provide legal counsel to Firefighters.
- 8.4.4.7.3. The City shall pay the costs incurred by the City in its representation.

## **9. Article 9 Rights Of Parties**

- 9.1. **Rights of the Employee** - The Union and employees represented by the Union shall have all rights as set forth in this Agreement, and the City hereby acknowledges existence of the rights granted the Union and the employee by Federal, State, and Local law.

- 9.1.1. Rights, privileges, and benefits held by the Union at the present time which are not included in this Agreement shall remain in force unless a change is mutually agreed to, through the negotiation process, and are found acceptable by both parties.
- 9.1.2. For the purpose of this Agreement a prevailing right, privilege, or benefit must meet ALL the following criteria:
  - 9.1.2.1. May not be in violation of federal or state law; **and**
  - 9.1.2.2. Must have been known and relied upon by the Chief and the UNION; **and**
  - 9.1.2.3. Must have occurred over an extended period of time; **and**
  - 9.1.2.4. Must not have been previously resolved through a grievance or the grievance process.
- 9.1.3. A firefighter cannot establish a prevailing right, privilege, or benefit for themselves or another firefighter.
- 9.2. **Rights of the Employer** - Subject to the specific provisions of this Agreement or applicable laws, the City retains all exclusive rights and authority under Federal, State, and Local law to act, subject to impact bargaining, expressly and exclusively retains its management rights, which include, but are not limited to:
  - 9.2.1. The exclusive right to determine the mission of its constituent departments, committees, and boards.
  - 9.2.2. Set standards and levels of service.
  - 9.2.3. Determines the procedures and standards of selection for employment and promotions.
  - 9.2.4. Direct employees.
  - 9.2.5. Establishes and enforces dress and grooming standards.
  - 9.2.6. Determines the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
  - 9.2.7. Maintains the efficiency of governmental operations.
  - 9.2.8. Determines the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
  - 9.2.9. Determines to create or abolish job classifications and to determine the content and intent of job classifications.
  - 9.2.10. Determines the methods of financing for operation of the fire department.
  - 9.2.11. Determines the style and/or types of City-issued wearing apparel, equipment technology to be used.
  - 9.2.12. Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
  - 9.2.13. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.
  - 9.2.14. Assigns work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
  - 9.2.15. Establish and modify productivity and performance programs and standards.
  - 9.2.16. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees for just cause in accordance with applicable law.
  - 9.2.17. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies.
  - 9.2.18. Exercise complete control and discretion over its organization and the technology of performing its work.



- 9.3. The above rights by the City and the Union are not all-inclusive, but indicate the types of rights and matters which belong to or are inherent to the City and the Union.
- 9.3.1. The City shall retain the exclusive right to exercise the statutory authority of Chapters 3 and 5, Title 50 of the Idaho Code.
- 9.3.2. It is further agreed that any of the aforementioned “rights” do not in any way waive the rights of the City, the Union and/or the employees per Chapter 18, Title 44 of the Idaho Code.

## **10. Article 10                      Duties & Activities**

- 10.1. It is agreed that all bargaining unit employees under this Agreement shall be subject to the job descriptions maintained by the City. The City may amend the job descriptions during the term of this Agreement to reflect the best interests of the Department. The Union may demand, and the City shall enter, impact bargaining, subject to identifying the impacts (wages, hours, and conditions of work) believed to have been created by any change to a job description.
- 10.2. During the employee's work day, they are expected to devote their full time in the performance of their assigned duties as a City employee. No employee shall engage in any outside employment, enterprise, or remunerated activity without the prior approval of the Fire Chief, designee, or appointing power. At no time shall any such outside employment or activity be conducted on City time.
- 10.3. The City recognizes that a Firefighter may be engaged in additional employment outside of the Fire Department. The City will not prohibit a Firefighter from working a second job as long as it does not conflict with or detract from their Firefighter responsibilities, and the Firefighter continues to be productive and to meet the performance standards of their job. However, before accepting or beginning any outside employment, a Firefighter is required to discuss the matter with the Fire Chief. At no time shall the Firefighter use any City issued equipment, technology, facility, property, or other asset while working in any outside employment opportunity. Personnel already possessing outside employment will be recognized as NOT requiring said approval from the Fire Chief.
- 10.3.1. For employees who currently have additional employment, said employees will provide all current employer information to the Fire Chief for the purposes of possessing emergency contact information for emergent recall or similar circumstance.
- 10.4. No employee shall engage in any employment, outside activity or enterprise which is inconsistent, incompatible, in conflict with, or interferes with their ability to perform the duties, functions or responsibilities of their position as a City employee, nor shall they engage in any outside activity which will directly or indirectly contribute to the lessening of their effectiveness as a City employee.
- 10.4.1. Inconsistent Employee Activities. In making a determination as to the consistency or inconsistency of outside activities, the Chief or appointing power shall consider, among other pertinent factors, whether the activity:
- 10.4.1.1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the City for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course of their City employment as a part of their duties as a City employee.
- 10.4.1.2. Involves conditions or factors which would be incompatible or in conflict with the duties, functions or responsibilities of the employee in their regular City employment.
- 10.4.1.3. Involves the performance of an act in other than their capacity as a local agency officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee or the agency by which they are employed.

- 10.4.1.4. Involves such time demands as would render performance of their duties as a local agency officer or employee less efficient.
  - 10.4.1.5. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, prestige, influence, or confidential information of one's City office or employment.
  - 10.4.1.6. Involves the solicitation of future employment with a business having business transactions with the City over which the employee has some control or influence in their official capacity at the time of the transaction.
- 10.5. No employee shall engage in any type of activity relating to an employee organization during such time as employee is on duty, except as expressly permitted by the Fire Chief or designee, City Administrator, Federal, State, and Local laws, CBA, or City Council resolution.

**11. Article 11                      Notifications**

- 11.1. **Notification** - The employee is solely responsible to provide and maintain timely and accurate notice of any change of status not protected by Federal, State, or Local law that may affect the City or Fire Department. A listing shall include, but not limited to:
- |                                       |  |
|---------------------------------------|--|
| 11.1.1. Name                          | 11.1.8. Change to Social Security Card |
| 11.1.2. Address                       | 11.1.9. Driver's License Status        |
| 11.1.3. Phone Number                  | 11.1.10. Military Status               |
| 11.1.4. Emergency Contact Information | 11.1.11. Felony Convictions            |
| 11.1.5. Marital Status                | 11.1.12. State Certification Status    |
| 11.1.6. Eligible Dependents           | 11.1.13. Domestic Partner              |
| 11.1.7. Medical Status                |  |
- 11.2. The City shall maintain, a central personnel file for each employee. The central personnel file shall show the employee's name, title of position held, salary, change in employment status, medical documentation and other information as may be considered pertinent. The Fire Department shall keep a training and Fit Testing file for each employee.
- 11.3. The central personnel files shall be considered confidential to the extent permitted by law. An employee may review the contents of their central personnel file upon request to Human Resources.

**12. Article 12                      Labor/Management & Authorized Committees**

- 12.1. **Chain of Command** - It is mutually agreed that issues or concerns relating to the City's internal chain of command may be a subject of discussion at the Labor/Management Committee.
- 12.2. **Labor/Management Committee** - In order to improve employer/employee relations, both parties recognize the benefit of labor/management cooperation in improving communication, addressing operational issues, and for providing a better work environment.
- 12.2.1. It is the intent of both parties to establish the Labor/Management committee to address specific projects or areas of mutual concern as such needs is identified by the parties
  - 12.2.2. The Committee will meet no less than once every six (6) months, and both parties shall submit agenda items to be discussed in advance of such meeting.
  - 12.2.3. It is agreed that the Labor/Management Committee shall have no collective bargaining authority and that understandings reached by both parties will be supported by the parties.
  - 12.2.4. The Committee shall be composed of equal representation from the Union and Management (normally 3 and 3).

12.3. **Other Committees**

- 12.3.1. It is agreed that all formal City committees will have one (1) position assigned and reserved for a designated member of the Union.
- 12.3.2. The Union will communicate to the Fire Chief the names of the member being assigned to each City committee.

**13. Article 13 Union Business & Activity**

13.1. **Union Meetings**

- 13.1.1. Monthly Union meetings and/or Executive Board meetings may be held in the City's fire stations with the consent of the Fire Chief or designee, providing that no political lobbying shall take place at such meetings.

13.2. **Negotiations**

- 13.2.1. Two (2) members of the Union negotiating team shall be allowed time off for all negotiating meetings with the City which shall be mutually agreed upon.

13.3. **Visitation Rights**

- 13.3.1. Representatives of the Union shall be allowed to visit work locations of the employees, provided advance notification is given to and approval is received from the Fire Chief or designee and the visit does not interfere with Department functions.

13.4. **Bulletin Board Space**

- 13.4.1. The City shall provide a bulletin board at each career station located in a convenient place for use by the Union.

**14. Article 14 Seniority**

- 14.1. Seniority shall be determined by continuous full-time paid service with the City of Jerome Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, death, discharge, retirement, or leave of absence without pay exceeding thirty (30) days.
- 14.2. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the eligibility list. The department shall post a seniority list at least annually, and upon new hires, showing both Department seniority and seniority in rank. Department seniority is to be used only for determining annual leave requests, "K" day selection, salary adjustments, reductions in force, and in-house transfers. Seniority in rank shall only be used in Department operations, station and shift selection.
- 14.3. In the event of voluntary reduction in rank, or demotion, the affected employee shall go back to their previous position and in the same seniority that was previously held on the seniority list for that particular position.

**15. Article 15 Reductions In Force**

- 15.1. In the event of personnel reduction within the bargaining unit, such reduction shall be completed in reverse order of seniority in the job classification priority as established by the Employer. Employees in job classifications being reduced may displace a person with less Fire Department seniority that is in a lower (eligible) classification at that classification rate.
- 15.2. Any employee laid off may be placed, at employee's written request, on a reserve hire list for a period of twenty-four (24) months in the order of their lay-off. Available positions shall be filled from the reserve list before persons outside the list are hired.

**16. Article 16 Hours Of Work**

**16.1. Shift Personnel**

- 16.1.1. Shift personnel’s work schedule is based on two thousand nine hundred and twenty (2920) hours in a calendar year.
  - 16.1.1.1. This figure is based on shift personnel working a total of 121.66 shifts in a calendar year (January 1 to December 31) and multiplying the number of shifts worked by 24 hours (hours worked per shift, 0800 to 0800).
- 16.1.2. Shift personnel work a schedule, known as the “24/48”, which consists of twenty-four (24) hours on duty, forty-eight (48) hours off duty, as assigned by the Fire Chief or designee.
  - 16.1.2.1. The Union and City agree that other work week hours may be assigned to personnel in the best interests of the Department and/or employee.
  - 16.1.2.2. The work day commences at 0800 hours and concludes at 0800 hours the following day, as assigned by the Fire Chief or designee.
  - 16.1.2.3. For the Fire Department a “work day” is one day.
- 16.1.3. To limit the liability of hours worked for the purposes of calculating FLSA Overtime, the City will provide assigned shift personnel with one Kelly (“K”) day per work period. A work period consists of 27 days and the first date of the work period is that set forth by the Fire Chief.
  - 16.1.3.1. One “K” day will be taken per member during each of the occurring work periods in a calendar year.
    - 16.1.3.1.1. The 1st work period will begin on November 10, 2011 and continue for twenty-seven (27) days and subsequently restart again for each twenty-seven (27) day period.
  - 16.1.3.2. Based on the addition of one “K” day per work period, a shift employee works an average of one hundred ninety-two (192) hours in a twenty-seven (27) day work period, which removes the City’s liability for FLSA overtime.
  - 16.1.3.3. Members of the bargaining unit shall have the ability to select their “K” days in advance, and shall do so no later than December 1 of each year.
    - 16.1.3.3.1. All new employees shall have “K” days assigned during their first year of employment.

**16.2. Daytime Personnel**

- 16.2.1. Daytime (day-shift) personnel work hours will be based on an annual work schedule of two thousand eighty (2080) work hours for an average of forty (40) hours per seven (7) day work week, and one hundred sixty (160) hours per twenty-eight (28) day work period, and will normally work Monday-Friday from 0800-1700 hours. The City and the Union agree that other work week hours may be assigned to personnel in the best interests of the Department and/or the employee.
- 16.2.2. Members shall receive at least thirty (30) calendar days’ notice of any change from one work schedule or shift assignment to another, unless mutually agreed upon, or because of utilization of duty related injury.

**17. Article 17 Overtime**

- 17.1. FLSA overtime shall accrue to members of the bargaining unit who perform work in excess of their normal work schedule.

- 17.1.1. For shift personnel, hours that exceeds two hundred four (204) scheduled work hours per twenty-seven (27) day work period.
- 17.1.2. For day-shift personnel, hours that exceed one hundred sixty (160) scheduled work hours per twenty-eight (28) day work period.
- 17.2. The standard overtime rate shall be one-and-one-half (1 1/2) times the basic rate of pay and may be taken as salary or compensatory time earned.
  - 17.2.1. Beginning on the date of this CBA, the standard overtime rate will be determined by the basic rate of pay with EMT pay and Longevity pay added if applicable.
    - 17.2.1.1. The rule will be used for both shift and day-shift personnel
  - 17.2.2. Should an employee elect to receive compensatory time, the number of hours worked will be multiplied by 1.5 to determine actual hours to be credited to employees compensatory account.
- 17.3. For overtime earned for periods before and after scheduled shifts, said calculations shall be rounded in accordance with the de-minimus rule as outlined in Section VII of the Fair Labor Standards Act.
  - 17.3.1. Calculations will be made in quarter-hour increments as follows:
    - 17.3.1.1. 00 to 15 minutes = ¼ hour (.25) earned
    - 17.3.1.2. 16 to 30 minutes = ½ hour (.50) earned
    - 17.3.1.3. 31 to 45 minutes = ¾ hour (.75) earned
    - 17.3.1.4. 46 to 60 minutes = 1 hour (1.0) earned
- 17.4. An employee will earn standard overtime for ALL hours worked outside of their assigned shift, regardless of their total, actual hours worked on their assigned shift and without regard to the use of any type of authorized time off.
- 17.5. Should an employee be recalled on their “K” Day, that employee is eligible to receive standard overtime for all hours worked.
- 17.6. Callbacks initiated by the Fire Chief or designee shall be compensated at the overtime rate for a minimum of two (2) hours for each occurrence outside of the member’s regularly scheduled hours of work. The aforementioned two (2) hour minimum shall not apply to members held over for an alarm past their scheduled shift or within two (2) hours prior to the start of their next shift.
- 17.7. It is agreed that certain circumstances may exist from time to time necessitating mandatory holdover for full and/or partial shifts. Overtime callbacks will be filled by like positions (e.g. company officer for company officer (captains and lieutenants are company officers), engineer for engineer, and firefighter for firefighter). Overtime callback rosters shall be established and utilized by the Fire Chief or designee. Overtime callbacks shall function in accordance with the standard operating guideline.

**18. Article 18                      Annual Vacation Leave, Compensatory Time & Holidays**

**18.1. Annual Vacation Leave**

- 18.1.1. Annual vacation leave is accumulated from the first day of employment. Employees shall be entitled to annual vacation leave with pay after successfully completing probationary requirements.
- 18.1.2. Employees terminated during their probationary period will be paid for all accumulated annual vacation leave on a pro-rata basis.

- 18.1.3. Annual vacation leave selection shall begin on November 1 and conclude on December 1 of each year. No more than one (1) years' accrual may be picked during the annual leave selections process. Requests to cancel annual leave or compensatory leave must be submitted no less than forty-eight (48) hours prior to the cancelled day.
- 18.1.4. Annual vacation leave requests not submitted during the annual vacation leave selection process may be approved as short notice per the standard operating guideline.
- 18.1.5. Employees may carry over from one year to the next ONLY the sum of one year's of annual vacation leave accrued in the current calendar year.
- 18.1.5.1. If on January 1st of the following year, an employee is over the sum of one year's annual vacation leave, the amount of hours over is forfeited and not subject to appeal, UNLESS unusual or unforeseen events prohibit the use of the vacation time (i.e. long term work injury).
- 18.1.6. Employees who have had an annual vacation leave request granted shall not be subject to mandatory recall or cancellation due to an unscheduled overtime situation.
- 18.1.7. The following hours shall be credited to the employee's account the last day of each month:

Years of service	Months of service	Annual VAC hours-Shift	# of shifts	Hrs. earned per month	Annual VAC hours-day shift	# of - 8 hr. days	Hrs. earned per month
1-2	0-24	96	4	8	64	8	5.33
3-5	25-60	120	5	10	80	10	6.66
5-10	61-120	168	7	14	112	14	9.33
10-15	121-180	192	8	16	128	16	10.66
15-20	181-240	216	9	18	144	18	12
20-25	241-300	264	11	22	176	22	14.66
25-30	301-360	288	12	24	192	24	16
30+	361+	336	14	28	224	28	18.66

Years of service	Months of service	Shift Employees	# of shifts	Conversion factor shift to days	Daytime employees	# of - 8 hr. days	Conversion factor days to shift
1-2	0-24	96	4	0.667	64	8	1.500
3-5	25-60	120	5	0.667	80	10	1.500
5-10	61-120	168	7	0.667	112	14	1.500
10-15	121-180	192	8	0.667	128	16	1.500
15-20	181-240	216	9	0.667	144	18	1.500
20-25	241-300	264	11	0.667	176	22	1.500
25-30	301-360	288	12	0.667	192	24	1.500
30+	361+	336	14	0.667	224	28	1.500

**18.2. Compensatory Time**

- 18.2.1. Compensatory time off requests may be submitted per the standard operating guideline with a minimum of one (1) hour increments.
- 18.2.2. Seventy-Two (72) hours of compensatory time may be carried over to the following year.

### 18.3. **Holidays**

18.3.1. The City recognizes the following holidays:

18.3.1.1. New Year's Day; Martin Luther King Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Day; and Floating Holiday.

18.3.2. Daytime employees shall be entitled to the above listed holidays as a day off with pay. If a holiday falls on a Saturday, the preceding Friday shall be observed as the day off, and if the holiday falls on a Sunday, the following Monday shall be observed as the day off.

18.3.3. Shift personnel shall receive, in lieu of the above listed holidays, a total of ninety-six (96) additional annual leave hours to be credited to the employee's annual leave account on January 1 of each year. Employees can receive a cash payment up to ninety-six (96) hours pay to be paid on the payroll day of September in a special check subject only to applicable Federal and State law or pro-rated as required in lieu of 96 hours of holiday hours applied as annual leave. Employees may take this in any combination of hours and pay in twenty-four (24) hour increments, and shall inform the Fire Chief or designee in writing of how this is to be paid prior to December 1 of the preceding year. Sold hours shall be deducted January 1 of corresponding year.

18.3.4. Should an employee be transferred from a shift schedule to a daytime schedule, or vice-versa, for over 30 days their annual leave balance shall be converted using the agreed upon conversion formula between the Union and the Employer.

## 19. **Article 19**                      **Other Leaves**

### 19.1. **Sick Leave**

19.1.1. Bargaining unit shift personnel shall accrue sick leave at a rate of twelve (12) hours per month and bargaining unit day-shift (40 hour per week) personnel shall accrue sick leave at a rate of eight (8) hours per month, to a maximum of one thousand four hundred and forty (1440) hours. On the date of hire, new employees are advanced ninety-six (96) hours of sick leave in their sick leave account. Additional leave is not accrued until the eighth (8th) month of employment.

### 19.2. **Donation of Sick Leave**

19.2.1. Firefighters, on a voluntary and confidential basis, can donate a maximum of seventy-two (72) sick leave hours per year to another firefighter or City of Jerome employee(s). All requests for a sick leave donation shall be administered by Human Resources or the City Administrator.

19.2.2. Firefighters may only receive donated sick leave hours from other firefighters/employees once they have exceeded three (3) consecutive shifts off of work due to an illness, FMLA leave, or other leave that would require the use of sick leave hours. They must provide documentation from a doctor that they were unable to perform their duties, or demonstrate a need for the sick leave donation.

19.2.3. Effective on the first day of employment, firefighters/employees are eligible to receive donated sick leave hours.

19.2.4. Once a firefighter/employee has exhausted all of his or her leave time, he or she will have the ability to use as many hours as they have donated to them.

19.2.5. To request a sick leave donation, the firefighter/employee needing the time shall contact Human Resources to make a request. Human Resources will send an email out to all firefighters and employees outlining the need for sick leave hours to be donated once he/she



has confirmed that the firefighter/employee in need has met all the requirements to receive such a donation. Then, all firefighter/employees who do wish to donate time will email Human Resources back informing them of how many hours they would like to donate. This information is passed along confidentially to Payroll and the deductions are made accordingly. Only one request for sick leave donations can be made per each event.

- 19.2.6. Sick leave hours cannot be donated to a firefighter/employee that is absent due to a work-related injury.
- 19.2.7. Donations of sick leave can only be received for time off that is medically necessary for recovery or as designated by FMLA leave. Documentation of the recovery time (either for the firefighter/employee or their department) must be provided to Human Resources in order to receive credit for any donated sick leave.

### 19.3. **Retirement Compensation**

- 19.3.1. Upon a qualifying PERSI retirement including early, disability or full-service retirement, employees shall receive compensation for accrued sick leave hours per the following schedule:
  - 19.3.1.1. Employees will be paid twenty-five (25%) of any remaining accrued sick leave, **OR**
  - 19.3.1.2. In lieu of a cash payment, Employees can have 50% of any remaining accrued sick leave transferred to a city retirement Health Reimbursement Account for their use until the balance is depleted.
  - 19.3.1.3. A Firefighter who voluntarily resigns or is terminated will forfeit all accrued Sick Leave.

### 19.4. **Sick Leave Procedure & Line of Duty Death**

- 19.4.1. In the event of a line of duty death, one hundred percent (100%) of the employee's sick leave shall be paid to the employee's dependent survivors or estate.

- 19.5. **Bereavement Leave** – Day-shift employees shall receive five (5) calendar days off and shift employees shall receive two (2) shifts (48 hours) off with pay in the event of death or serious illness in the immediate family, defined as spouse, child, stepchild, mother, father, siblings, grandparents, current stepmother, current stepfather or in-laws (mother, father, siblings, grandparents), or domestic partner. If, due to travel, an employee must be gone longer than five (5) calendar days or forty-eight (48) hours, the employee must use accrued sick leave.

- 19.6. **Emergency Leave** - Employees whose presence is required due to an emergency situation, illness or injury of a member of the immediate family, as defined in Bereavement Leave, shall be granted leave with pay, with the approval of the Chief or designee. Time allowed shall be deducted from the employee's sick leave account. Emergency Leave shall not exceed twenty-four (24) hours per occurrence.

### 19.7. **Duty-Related Injury/Illness Leave**

- 19.7.1. A firefighter who is injured on the job is required to immediately report injuries to their supervisor by the end of their shift. When a firefighter is injured on the job the firefighter shall be entitled to injury leave without reduction of salary or benefits during the time period in which the firefighter is unable to perform their duties or until such time the firefighter is accepted for retirement. Any Workers' Compensation benefits received by the firefighter for total or partial temporary disability during their injury leave shall be turned over to the City.
- 19.7.2. Whenever a firefighter is unable to perform their full duties as a result of a duty-related injury or illness, the firefighter may be required to report to work in a light duty status if



management determines that light duty work exists or is available at that time. Light Duty will be within the Fire Department first or if none is available, then to any other City Department. The City has the right to reassess the light duty position every thirty (30) days.

- 19.7.3. Assigned light duty shall be strictly limited to instructions, restrictions, or limitations provided by the sick or injured employee's medical doctor regarding their physical or mental status. The firefighter must provide a doctor's release to Fire Chief or designee stating what limitations or functions the firefighter is able to perform and how long

#### 19.8. **Court Leave and Jury Duty**

- 19.8.1. Employees are permitted and encouraged to participate in the court process.
- 19.8.2. **Official Fire Department Duty:** When an employee is subpoenaed or required to appear as a witness in any judicial or administrative proceeding in any capacity connected with official fire department duty, he/she shall not be considered absent from duty. The employee shall not be entitled to receive compensation from the court. For shift personnel, such authorized time outside of the employee's normally assigned shift shall be compensated at the standard overtime rate for the actual hours requiring presence in court. The employee shall have the responsibility to communicate with the court system to determine the actual time requiring their presence. Expenses (mileage, lodging, meals, and miscellaneous expenses) incurred by the employee shall be reimbursed by their respective department in accordance with department travel regulations.
- 19.8.3. **Private Proceedings:** When an employee is required to appear as a witness or a party in any proceeding not connected with official city duty, the employee shall be permitted to attend. The employee may use accrued vacation or compensatory time or leave without pay.
- 19.8.4. **Jury Duty:** Jury duty is allowed to permit any employee to serve as a member of a jury. Each employee who is granted such leave, and who receives any compensation for service, shall be paid by the Employer only that normal pay above what is not compensated. The employee is entitled to all benefits earned while off-duty. If an employee receives a summons for jury duty, the employee shall immediately advise the Fire Chief or designee.

#### 19.9. **Military Leave**

- 19.9.1. Military Leave shall be allowed to any employee attached to any military branch in accordance with Idaho Code §§ 46-224, 46-225, 46-407.

#### 19.10. **Limited Duty**

- 19.10.1. Full-time firefighters will be eligible for light duty work at the Fire Chief's or designee's discretion.

#### 19.11. **Union Leave**

- 19.11.1. All members of the bargaining unit agree to donate eight (8) hours of vacation or compensatory time, on the first of January each calendar year for the purpose of a Union Leave bank. The Union executive board shall determine the members in the bargaining unit that shall be entitled to use this bank of vacation for purposes relating directly to union business. Reasons for use shall include but not be limited to union meetings, seminars, labor management meetings, conferences, commissioner meetings, and other business deemed pertinent by the Union President or designee.
- 19.11.2. Union leave shall be taken in blocks of four hours or greater. It is recognized that on occasion Union Officers may be called away for business that requires little or no notification. Examples of such times may include but not be limited to Firefighter death or serious injury or disciplinary action requiring immediate action. In these instances, union officers shall be able to utilize the short notice vacation policy guidelines for time off.

19.11.3. The Union agrees that only two (2) members per shift per day will be authorized to utilize the union leave bank.

19.11.4. Union Leave shall be deducted from the union leave bank hour for hour as utilized. When union leave causes an overtime situation, union leave shall be deducted at one-and-one-half (1 1/2) hours per hour utilized.

**19.12. Family Medical and Leave Act (FMLA)**

19.12.1. Family Medical Leave Act (FMLA) will be administered according to Resolution 19-13 FMLA-Administrative Policy.

**20. Article 20 Leave Of Absence**

20.1. A leave of absence, without pay or benefits, may be granted to an employee for a period not to exceed six (6) months in any year. Such requests shall be submitted in writing, at least thirty (30) days in advance of the projected leave and shall be approved or denied at the sole discretion of the Fire Chief.

**21. Article 21 Shift Exchanges & Shift Donations**

21.1. Employees are given permission to exchange shifts, with a minimum of fifteen (15) minute increments, when the exchange does not interfere with either their duties and responsibilities or the operation of the Fire Department. Members agree to cover all shift exchanges with an appropriate member at no cost to the City. Discretion to authorize shift exchanges shall be vested with the Fire Chief or designee.

21.1.1. The fire department shift exchange form must be completed and submitted to the Chief or designee forty-eight (48) hours prior to the exchange, or as soon as possible in extenuating circumstances

21.2. The option for a full-time firefighter to work for another full-time firefighter with no expectation of compensation shall be allowed upon proper notification to and approval being given by the Fire Chief or designee.

**22. Article 22 Disciplinary Procedures**

22.1. The administration of discipline shall be accomplished through the provisions of the Jerome City Fire Department Disciplinary Manual, which is a collective and collaborative document between the City, the Union, and the Fire Department.

**23. Article 23 Drug & Alcohol Free Workplace**

23.1. The UNION and its members agree to the City of Jerome's Drug Free Workplace Policy. The policy in effect at the time of the execution of this contract is included in this agreement as Appendix B. It is agreed that changes made to this policy, shall not apply to the UNION without written consent of its members.

**24. Article 24 Physical Fitness/Health & Wellness Program**

24.1. All employees are required to participate in the Jerome City Fire Department's Physical Fitness Program.

24.1.1. While participation in this program is mandatory and it is expected that all employees put forth honest and sincere effort, disciplinary action WILL NOT be used for unsatisfactory physical fitness performance, however, it is the expectation of the City and the Union that employees will recognize the value of increased health and wellness.

24.2. The Union and the City will continue to develop and refine the health and wellness program for the Jerome City Fire Department. All parties will work toward full implementation of the IAFF/IAFC Wellness and Fitness Initiative.

- 24.3. The City will provide and all employees will submit to annual physicals, fitness assessments, respirator screenings, and Fitness testing.
- 24.3.1. All assessments, except the fitness assessments will be conducted by an approved healthcare agency.
- 24.3.2. The fitness assessments shall be administered by an outside agency until such time that the fitness assessments can be conducted in house by the Peer Fitness Trainer.
- 24.4. In trying to work towards implementation of the Wellness and Fitness Initiative, the City will provide for the continuing education of Peer Fitness Trainers. The City will also work towards certifying one (1) Peer Fitness Trainer. The City and Union will mutually agree on the selection of a Peer Fitness Trainer. In the event parties do not agree, the City Administrator will make the final decision.
- 24.5. Employees shall normally be granted one-and-one-quarter (1 1/4) hours to participate in their physical fitness program while on duty. It is the goal of the City and the Union that employees will participate in a physical fitness program while not on duty to ensure a safe and healthy lifestyle.
- 24.6. Employees will observe a strict compliance with appropriate safety policies concerning physical fitness activities. In addition, all members will conduct physical fitness with a minimum of two people to ensure that a notification for help can be made in case of injury or incident.
- 24.7. The City agrees to provide for physical fitness equipment which meets the guidelines of the Wellness and Fitness Initiative in the Fire Department budget as allowed by council.
- 24.8. The City agrees to explore options for membership with the Jerome Recreation District in a corporate membership program.

**25. Article 25 Training and Educational Reimbursements**

- 25.1. It shall be a condition of employment that all bargaining unit employees are certified at an EMT-2011 level in the State of Idaho per the Jerome City Fire Department job description(s).
- 25.1.1. In an effort to assist the employee, the City would strongly recommend that the employee maintain their National Registry EMT certification in addition to the State of Idaho certification.
- 25.2. The City agrees to provide all required training and/or continuing education to on-duty personnel whenever possible to facilitate recertification requirements of City personnel.
- 25.2.1. Employees attending approved training off-duty necessary to maintain or complete job required certifications shall be compensated at the standard overtime rate for approved classes.
- 25.2.2. Registration and mileage (for out of town classes and when City vehicle is not available) shall be paid by the City for approved classes.
- 25.3. The Union agrees to complete all ICRMP training on the City policy manual. It is mutually agreed that the portions of the training program do not pertain to Union members. It is also mutually agreed that completing the training does not bind Union members to any part of the City Policy Manual that has not been negotiated between the City and the Union.
- 25.4. To encourage employees to continue to advance their knowledge, skill, and ability, the City agrees to reimburse the cost of tuition and textbooks for approved college courses.
- 25.4.1. Said college courses must contribute to an approved A.A.S. or Bachelor's degree program in a fire service or emergency medical related field.
- 25.4.2. Successful completion for the purposes of this article will be defined as final grade of 75% or a G.P.A. of 2.5 or better for EACH course.

- 25.4.3. Coursework and degree program must be pre-approved by the Fire Chief.
- 25.4.4. The City and the Union agree that if an employee does not complete a course, or fails to receive a passing grade of 2.5 or higher, the employee is not entitled to receive said reimbursement.

**26. Article 26 Probationary Period**

- 26.1. The entry-level probationary period shall start on the first day of employment and continue for a period of twelve (12) months.
  - 26.1.1. Employees may be discharged at any time during the probationary period for just cause, and such discharge shall not be subject to the grievance procedure.
  - 26.1.2. The discharged employee may, however, request a review of the termination by the City Administrator or Mayor.
- 26.2. There shall be a twelve (12) month probationary period for all promotions made within the bargaining unit.
  - 26.2.1. The follow position/classifications are considered promotions:
    - 26.2.1.1. 1<sup>st</sup> Class Fire Fighter with Engineer
    - 26.2.1.2. 2<sup>nd</sup> Class Fire Fighter with Engineer
    - 26.2.1.3. Lieutenant
    - 26.2.1.4. Captain
  - 26.2.2. Should an employee be unable to successfully complete a promotional probationary program, said employee will be returned to their position prior to the promotion.

**27. Article 27 Working Out Of Classification**

- 27.1. Any member assuming the duties of a position or rank above that which is normally held shall be paid their wage plus the difference between their rank and the rank they are filling. This rate will be paid on an hour for hour basis, in quarter hour increments.
- 27.2. For the purpose of this Agreement, the term “Company Officer” shall mean Lieutenants and Station Captains and shall include Step-Up Officers. The term “Engineer” shall mean personnel with Engineer Specialty and shall include Step-Up Engineers.
- 27.3. When an officer vacancy occurs, said vacancy may be filled with call back or acting officers.
- 27.4. For the purposes of this Agreement, “promotional list” shall mean the promotional eligibility list for the next higher rank accepted by the Fire Chief and the City for a period of two (2) years or until the list is depleted, whichever shall occur first.
- 27.5. In the event a temporary appointment occurs for a period exceeding one hundred twenty (120) days, the City shall promote an individual from the eligibility list to fill the vacancy.

**28. Article 28 Promotions**

- 28.1. All promotions within the bargaining unit shall be by competitive examination, shall be impartial, and shall relate to those matters which test the candidate’s ability to perform the tasks listed in the job description for the position. Promotional positions include Engineer Specialty, Lieutenant, and Captain.
- 28.2. All eligible employees shall be notified in writing at least sixty (60) days before the date of testing. Said notification will include the following information:
  - 28.2.1. Opportunity to make application for promotional opening
  - 28.2.2. Qualifications

- 28.2.3. Requirements
  - 28.2.4. Study References
  - 28.2.5. Testing Process
  - 28.2.6. Application Due Date
  - 28.2.7. Testing Date
- 28.3. Shorter notice may be given if mutually agreed upon between the City and the Union.
  - 28.4. Examination eligibility for promotions within the bargaining unit will be per Fire Department job descriptions. The job descriptions will be reviewed prior to the each exam announcement to ensure applicability and current standards.
  - 28.5. It is the intent that promotional opportunities for bargaining unit positions will ONLY be filled by bargaining unit members. In the event that no, or insufficient, applications (less than 2) are received from within the Union, outside applications may be requested and considered to fill vacant positions. If there are more promotional positions available than the number of bargaining unit applicants, the City will provide special consideration to the current Union employees first.
  - 28.6. All candidates will be notified of their final score and relative standing on the promotional list within ten (10) business days (Monday through Friday) from the end of testing, or the test appeals process, whichever is longer.
  - 28.7. In the event of a test appeal, it shall be submitted within five (5) business days (Monday through Friday) from the end of testing to Human Resources.
  - 28.8. Promotional eligibility lists shall remain valid for twenty-four (24) months from the date of the end of the test, or until depleted, whichever shall occur first.
    - 28.8.1. In the event of depletion, or the expiration of an eligibility test, notification of testing to establish a new eligibility list as noted in 28.2 shall occur within sixty (60) days.

**29. Article 29                      Uniforms**

- 29.1. Any safety equipment required by the City or by OSHA regulations shall be provided and replaced by the City; an employee will be responsible for replacement of equipment damaged through abuse. All uniforms will be maintained and worn in accordance with Department Guidelines.
- 29.2. Personal Protective Ensembles (PPE) for Structural Fire Fighting, Wild land Firefighting and Station/Work Uniforms for Emergency Services will be in compliance with the following guidelines associated in NFPA Standards:
  - 29.2.1. NFPA 1971 (2007 Edition) for Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.
  - 29.2.2. NFPA 1975 (2009 Edition) for Station/Work Uniforms for Emergency Services.
  - 29.2.3. NFPA 1977 (2005 Edition) for Protective Clothing and Equipment for Wild land Fire Fighting.
- 29.3. The City and the Union agree all PPE, Station/Work Uniforms, and Wildland Safety Gear are the property of the City of Jerome. Any firefighter, upon retirement, separation, or termination from the City of Jerome Fire Department must return all equipment or be responsible for the costs incurred for lost or damaged equipment.
- 29.4. Commencing October 1, 2010, the City shall contribute fifty percent (50%) or \$300, whichever is less, to the cost of furnishing one (1) Class "A" uniform to each Firefighter who has been employed for a period of one year from the date of successfully completing their probationary period. The employee will be required to show proof of order & payment of the Class "A" uniform to receive the City contribution.

- 29.5. The City and the Union agree that a Standard Operating Guideline on uniforms will be created to address the guidelines of uniform usage.

**30. Article 30 Shift & Minimum Staffing**

- 30.1. The City and the Union agree that maximizing the number of personnel on duty contributes to improved readiness and the ability to quickly mitigate most emergencies; however, all parties recognize that current economics and infrastructure will directly limit staffing.
- 30.2. The City and the Union will utilize NFPA 1710 and NFPA 1720 as a guideline to assist the Fire Department in providing an effective, all-hazards ready fire department.
- 30.3. Each shift will be staffed with a minimum of three (3) firefighters from the bargaining unit. All three shall remain within the city limits of Jerome ready to respond to emergency calls. Each firefighter must possess the qualifications to fill one the following positions:
- 30.3.1. Company Officer (Captain, Lieutenant, or Acting Officer)
  - 30.3.2. Engineer (2nd and 1st Class Firefighter w/ Engineer Specialty or Acting Engineer)
  - 30.3.3. Firefighter
    - 30.3.3.1. A Probationary Firefighter will not meet this requirement until they have successfully completed their first six (6) months of probation.
- 30.4. Whenever the number of firefighters falls below the minimum staffing requirement, the Fire Chief shall have the authority to callback and order off-duty firefighters to fill the vacant position.
- 30.4.1. Only firefighters possessing the minimum requirements for the position needed will be contacted for overtime.
- 30.5. A part-time/paid-on-call/volunteer member can be utilized to meet minimum staffing requirement once the over-time list has been exhausted.
- 30.5.1. Only part-time/paid-on-call/volunteer member possessing Fire Fighter 1 and EMT-2011 will be utilized for minimum staffing.
  - 30.5.2. Part-time/paid-on-call/volunteer member will only be utilized to fill fire fighter and engineer positions.

**31. Article 31 Insurance Benefits**

**31.1. Medical, Dental, and Vision Insurance**

- 31.1.1. The CITY agrees to pay 100% of the premiums for Health, Dental and Vision Insurance for each firefighter. The Union is entitled to appoint one (1) of its members to the City's Benefits committee. To the extent, during the term of this Agreement, additional benefits are afforded to other City employees by the Mayor and City Council for health, dental and vision insurance, the Firefighter shall be entitled to those benefits.

**31.2. City Health Reimbursement Arrangement**

- 31.2.1. To the extent that a health reimbursement arrangement (HRA) is available to City employees, the Firefighters shall be included in the program and agree to follow all requirements of the program.

**31.3. City Wellness Program**

- 31.3.1. To the extent that a "wellness program," is available to City employees, Firefighters will have the opportunity to participate in the program provided The Firefighters agree to follow all requirements of the program.

**31.4. Life Insurance**

- 31.4.1. The City shall pay one hundred percent (100%) of the premium for a twenty-five thousand dollar (\$25,000) dollar term life insurance for each eligible employee under the City's existing plan.
- 31.4.2. Employees will have the option of paying (at the employee's cost) for additional coverage on themselves.
- 31.4.3. Employees will have the option of paying (at the employee's cost) for coverage on their dependent family members.

**31.5. Employee Assistance Program**

- 31.5.1. The City shall pay one hundred percent (100%) of the premium to provide an Employee Assistance Program as selected by the Employer, for each eligible employee and their dependents, and domestic partner, as set forth Federal, State, and Local Law or Statute and shall not be part of the insurance cap.

**31.6. Voluntary Retirement Benefits**

- 31.6.1. At no cost to the City, the City agrees to deduct seventy-five dollars (\$75) and transmit those amounts to the Washington State Council of Fire Fighter (WSCFF) Medical Expense Reimbursement Plan (MERP) for Post-Employment Health Benefits. The union will be required to submit plan documents to the City with all the necessary information to allow the City to accomplish the payroll deduction. The amounts will be reflected in the individual Union member's monthly pay stub.
- 31.6.2. Employees who retire from the City through normal service retirement or disability retirement shall be eligible to purchase employee and dependent medical insurance coverage at the City's group rate for retirees, provided the insurance carrier provides such an option to the City.

**32. Article 32 Social Security Option**

- 32.1. In lieu of contributing to Social Security, the City agrees to match the member's percentage of wages, up to the maximum of the City's Social Security tax obligation per member, into the allowable funds as set forth in Section 32.2.
- 32.2. The City's maximum obligation shall be the City's current tax percentage obligation paid to the Social Security Administration, adjusting with the rate percentages set by the Social Security Administration. These percentages of wages shall be placed in the allowable funds: (i.e. 457 plans, PERSI Choice plan) currently selected Principal 401k plan.

**33. Article 33 Salaries**

- 33.1. The wages paid to employees in the bargaining unit shall be in accordance with the salary schedules in Appendix A.
  - 33.1.1. Upon successful completion of a twelve (12) month probationary period and one "Meets Expectations" performance evaluation, Entry Firefighter will receive a step increase to 3rd Class Firefighter.
  - 33.1.2. Upon successful completion of twenty-four (24) months of employment and two performance evaluations that "Meets Expectations", 3rd Class Firefighter will receive a step increase to 2nd Class Firefighter.



- 33.1.3. Upon successful completion of thirty-six (36) months of employment and at least two performance evaluations that “Meets Expectations”, 2nd Class Firefighter will receive a step increase to 1st Class Firefighter.
- 33.1.4. If a firefighter does not meet expectations, they will be put on a performance action plan with clear and specific improvement area(s) for a minimum of three (3) months to a maximum of six (6) months. At the end of the specified improvement timeframe, the firefighter will receive another performance evaluation. If they “Meet Expectations” at that time, they will qualify for a step increase.
- 33.2. Employees assigned to a forty (40) hour work week shall receive premium pay in the amount of five percent (5%) of their respective wage rate. The premium pay shall be contingent upon maintenance of a forty (40) hour work week as defined in Article 16.4 and shall be considered as part of base pay. This does not apply to entry level probationary personnel, light duty, temporary assignments 30 days or less, or on return to duty training.
- 33.3. Employees shall receive one paycheck per month (direct deposit) on the last working day of the month. A mid-month draw is authorized by the Fire Chief or designee up to a maximum of forty percent (40%) of gross pay. Draw requests or changes may be made upon thirty (30) days written notice and turned into the Finance Services Manager.
- 33.4. Bargaining unit members will receive an average of other city employee’s merit raises based on performance evaluations, conducted annually, this does not include raises given for compression.
- 33.5. Bargaining unit members that are certified as an EMT-2011 level shall receive EMT pay in the amount of \$80 per month.
- 33.6. Bargaining unit members shall be entitled to longevity pay based on the following table:
  - 33.6.1. Longevity percentages are based off an employee’s rank/classification.

<b>Longevity</b>	
<b>Months of Service</b>	<b>Percentage</b>
61-120 months	1%
121-180 months	2%
181-240 months	3%
241-300 months	4%
301-360 months	6%
361 + months	10%



**34. Article 34                      Effective Date**

34.1. The Collective Bargaining Agreement shall become effective October 1, 2015 and remain in full force and effect through September 30, 2018.

Dated this 18<sup>th</sup> day of August, 2015.

City of Jerome

I.A.F.F. Local #4589

By: David M. Davis  
David Davis, Mayor

By: Mike Harrison  
Mike Harrison, President

Approved by City Council this 18<sup>th</sup> day of August, 2015.

Attest:

By: Shonna Fraser  
Shonna Fraser, City Clerk

**Appendix “A” Salary Schedule**

**October 1, 2015 – September 30, 2016 Salaries**

<b>Rank</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annual</b>	<b>EMT Monthly</b>
Entry Firefighter	\$12.5546	\$2,720.16	\$32,642.00	\$80
3 <sup>rd</sup> Class Firefighter	\$13.1823	\$2,856.17	\$34,274.10	\$80
2 <sup>nd</sup> Class Firefighter	\$13.8101	\$2,992.18	\$35,906.20	\$80
2 <sup>nd</sup> Class Firefighter with Engineer Specialty	\$14.4378	\$3,128.19	\$37,538.30	\$80
1 <sup>st</sup> Class Firefighter	\$15.0655	\$3,264.20	\$39,170.40	\$80
1 <sup>st</sup> Class Firefighter with Engineer Specialty	\$15.6933	\$3,400.20	\$40,802.50	\$80
Lieutenant	\$17.7998	\$3,726.62	\$44,719.54	\$80
Captain	\$18.7064	\$4,053.04	\$48,636.58	\$80

**Working Out of Classification (WOOC)**

Step Up Engineer	=	2nd Class Firefighter with Engineer Specialty
Step Up Lieutenant	=	Lieutenant
Step Up Captain	=	Captain

## **Appendix “B” Drug Free Workplace Policy**

### **Purpose**

This policy is to establish a drug free workplace for the safety and health of City of Jerome employees, customers and the general public; aid employee’s to increase their productivity and quality of work; meet the Department of Transportation (DOT) 49 CFR part 40 and 382; and support the objectives of the Idaho Employer Alcohol and Drug Free Workplace Act, Idaho Code section 72-1701, et. seq.

This policy will follow all applicable federal and state law.

All current City employees, prospective employees and contract personnel are subject to the conditions and terms of this policy. In addition, covered employees include all individual who operate commercial motor vehicles and who are required to obtain a commercial driver’s license (CDL) as part of their job duties.

### **Safety Sensitive Positions**

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement. Safety Sensitive positions are those:

- Law Enforcement personnel who carry firearms
- Have custodial responsibility for illegal drugs
- Perform emergency medical, lifesaving, peace keeping and/or fire suppression activities
- Handle hazardous materials that if mishandled, place City employees and/or the general public at risk of serious injury
- Work in irrigation and wastewater systems and their operations
- Be required to maintain a Commercial Driver’s License (CDL)
- Operate heavy machinery

### **Policy**

This policy is designed to prevent alcohol and prohibited drug use and to encourage employees who need to seek help.

1. The possession, sale, transfer (unless part of a manifest of transport), attempt to sell or use of illegal drugs while on the job, on company times (such as customer premises), on company property or in any other circumstance which might adversely affect the City of Jerome’s operation or safety is strictly prohibited. Any illegal substance that is found in the possession of an employee or on the premises will be turned over to appropriate law enforcement agencies and may result in criminal prosecution.
2. Employees will not be permitted to work with a detectable level of prohibited drugs in their system. The basis for determining ‘under the influence’ and /or ‘detectable level, is for the purpose of this policy, a positive test result for drugs and /or alcohol. A positive test for alcohol shall be a result of .02 alcohol concentration or more. Prohibited drugs include both illegal and legal substances, including alcohol or prescription drugs that has not been specifically prescribed by a licensed physician for specific treatment purposes of the employee at that time.
3. Off-duty conduct of any employee which results in a criminal conviction for the possession, use, sale, manufacture or distribution of illegal drugs will be subject to discipline up to and including termination. If an employee is acquitted, they will be returned to work. Any employee who is convicted (including guilty pleas and nolo contendere) of violating a criminal drug statute on or away from the workplace must inform their direct Supervisor or Human Resources of such conviction within five (5) days of the charge. Failure to inform the City subjects the employee to disciplinary action up to and including termination. The employee may be suspended from work pending outcome of the legal process. If an employee is convicted of a crime, whether misdemeanor or felony, that impacts their ability to meet the essential functions of their position or creates a conflict of interest or compromises the best interests of the City, all of which will be determined solely by the Department Head, the City Administrator and the Mayor, the employee may be subject to disciplinary action up to and including termination.

4. All employees must report any criminal drug citations for traffic occurring on or off the City's premises while conducting company business. A report of a citation must be made to the City of Jerome within the same work period of having received the citation.
5. The use of medicine prescribed by a licensed medical practitioner will be permitted at work provided it will not and does not affect work performance, nor will it impair the employee's ability to safely operate equipment or machinery. The City's reserves the right to request a medical release to ensure the safety of the employee and coworkers. Any employee who has been informed by their physician that the prescription drug could cause adverse effects while working must inform their supervisor prior to beginning work.
6. Employees must not allow any other employees to consume their prescribed drug.
7. If a supervisor determines there is reasonable suspicion that an employee is at work and under the influence of alcohol and/or drugs, the supervisor should notify Human Resources to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be under the influence of drugs and/or alcohol. When the supervisor and Human Resources determines there are at least two symptoms present the City may;
  - a) Search any of the employees or City's property. Such a search can include the employee's purse, bag, outer garments (hat, coat sweater, etc.), locker, desk, office, vehicle or any other property located on the company premises.
  - b) Require that the employee submit to appropriate tests to determine the existence of prohibited substances within their system.

#### **Violations of this Policy**

Any of the following scenarios shall be considered work-related misconduct and grounds for disciplinary action up to and including termination.

1. Any confirmed positive test for drugs or alcohol. For the purpose of the alcohol test a positive result shall be .02 alcohol concentration or more.
2. An employee who possesses, distributes, sells, attempts to sell or transfers illegal drugs on the City of Jerome's premises or while on City business.
3. An employee found to be in possession of drug paraphernalia.
4. An employee's refusal to provide a sample or submit for testing.
5. An employee adulterates or substitutes a sample
6. A participating employee in an after care follow up drug testing program or an employee who is required to participate in the City's Employee Assistance Program (EAP):
  - a. Failure to contact the EAP within five (5) working days after notification of a positive test result.
  - b. Refusal or unexcused failure to participate in a program.
  - c. Abandonment of a treatment program prior to completion.
  - d. Tests positive for drugs and/or alcohol, as directed by a Substance Abuse Professional (SAP) in accordance with the provisions of 49 CFR Part 382.605 will be terminated.

#### **Employee Assistance Program (EAP) and Self-Referral**

The City recognizes alcohol and chemical dependency are highly complex problems that can be successfully treated. Any employee needing help in dealing with alcohol or chemical dependency is encouraged to use the City's (EAP) program and any benefits offered through the City's medical insurance plan.

#### **Self-Referral**

A voluntary, conscious effort to seek such assistance is encouraged. Employees are encouraged to learn more about the dangers of drug and alcohol abuse and may obtain more detailed information about available treatment and counseling options. For additional information contact Human Resources or EAP. A request for self-referral may not be made in order to avoid the consequences of a positive alcohol or drug test result or to avoid taking an alcohol or drug test when requested to do so under the terms of this policy.

#### **Testing Procedures:**

##### **Pre-employment Testing**

All applicants shall be given a conditional offer of employment and will be required to submit to testing for the presence of illegal drugs. The offer of employment for Safety Sensitive Positions is contingent upon a negative drug test result. A conditional offer of employment will be rescinded for any applicant who tests positive for the presence of illegal drugs. All applicants will be provided written notice of this policy including whether they will be in a safety sensitive position or not. Applicants will be required to acknowledge via signature for receipt and understanding of this policy.

### **Reasonable Belief Testing**

An employee will be tested for illegal drugs, or the abuse of prescription medication, when the employee manifests "reasonable belief" behavior that would endanger their well-being, as well as the safety of fellow employees or the general public. The basis of suspicion of alcohol or drug abuse may be a specific, contemporaneous event, or conduct-evidencing impairment observed over a period of time.

"Reasonable belief" means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to suspected drug or alcohol impairment. Behavior and/or symptoms may include slurred speech, impaired mental functions, extremely dilated pupils, smell of alcohol, evidence of drugs and/or alcohol on the employee's person, negative performance patterns, excessive or unexplained absenteeism or tardiness.

An employee who is tested in a "reasonable belief" situation will be put on administrative leave with pay pending receipt of written test results and whatever inquiries may be required. For those testing positive for illegal drugs or abuse of prescription medication or alcohol, further disciplinary action up to and including termination may apply.

### **Post-accident Testing**

Any employee involved in a work-related accident will be tested for the use of illegal drugs, as soon as possible after the accident, preferably within four (4) hours. Examples of conditions that will require an employee to take a drug test include, but are not limited to, accidents, that result in;

- A fatality, personal injury, or injury to another person requiring transport for medical treatment away from the site of the accident.
- Damage to equipment or property owned by the City, or by a third party amounting to \$500.00 or more in cost to repair.

If any damage perceived to be less than \$500.00 occurs the employee may or may not be required to have a post-accident test done. This decision will be made by their Department Head and Human Resources.

If an employee is seriously injured and cannot provide a specimen for testing he/she will be required to authorize the release of relevant hospital reports, or other documentation, that would indicate whether there were alcohol or drugs in his/her system at the time of the accident. Any employee required to be tested under this section must remain readily available for such testing and the employee may not consume any alcohol or illegal drugs.

If it is determined by management that an employee's accident was caused by the actions of another, and that there were no unsafe acts on the part of the employee, the City reserves the right to waive post-accident testing of the employee. Employees who are involved in a work-related accident requiring medical treatment are to immediately inform their supervisor of the accident, so that any needed alcohol or drug testing may be promptly conducted in conjunction with their medical treatment.

### **Random Drug Testing For Non-CDL Employees**

Employees in safety sensitive positions will be subject to random alcohol and drug testing. Random tests will be unannounced and occur throughout the calendar year. Random selections will be made by a scientifically valid method that will result in each employee having an equal chance of being tested each time selections are made. Human Resources will notify the individual's supervisor and the individual selected for random testing on the same day the test is to take place. The supervisor will be notified and the employee will be notified immediately. Upon notification, the employee shall proceed immediately to the testing site and at the City's discretion; employees may be transported or escorted to the testing site.

The annual number of random tests will be no more than fifteen percent (15%) of the average number of employees subject to random testing for alcohol and illegal drugs.

### **CDL Testing**

In compliance with the Department of Transportation (DOT) ruling 49 CFR parts 40 and 382, pre-employment, random, reasonable belief and post-accident drug and alcohol testing shall be required for employees in positions that require a Commercial Driver's License.

### **Right Not To Be Tested**

An employee does have the right to refuse to be tested or have personal property searched. However, refusal to submit to a search or a physical test is grounds for disciplinary action up to and including termination.

### **Testing Procedures**

St. Luke's Occupational Health is the third party administrator for the City of Jerome's Drug Free Workplace program. They will designate a medical review officer (MRO) to interpret, evaluate and monitor the drug testing program and results.

- The analysis of all samples will be conducted to St. Luke's and/or Associated Regional and University Pathologists (ARUP).
- All specimens tested for illegal drugs will be done by urine analysis. Alcohol testing will be done by a Breath Alcohol Technician (BAT).
- All sample collection active and drug/alcohol cutoff levels, and to ensure validity and confidentiality, will be consistent with requirements established by the Department of Health and Human Services and the Substance Abuse and Mental Health Services Administration.
- All individuals who are required to be tested under the conditions of this policy will report to St. Luke's collection site at the requested time.
- If any test is positive for drugs or alcohol, the City of Jerome shall receive a confirmatory test before using the test results as a basis for disciplinary action or termination.

### **Employee Rights and Obligations**

1. The City of Jerome will pay for the cost of the initial drug and/or alcohol test pursuant to this policy.
2. Any time spent for drug testing shall be considered work time and the present employee will be paid for such time. Pre-employment testing will not be paid time for the prospective employee.
3. Employees and prospective employees will receive written notice of test results from the City of Jerome upon request.
4. The City of Jerome shall receive a confirmatory test on all positive results before any type of disciplinary action or termination occurs.
5. If an employee or prospective employee tests positive for drugs or alcohol;
  - a) Prior to notification of the City of Jerome, the employee shall be contact by the MRO so that he/she may determine whether a legally prescribed medication resulted in the positive drug test. It is the employees' obligation to be available to the physician so the situation can be discussed.
  - b) The City of Jerome will inform the employee, in writing, of the positive test and the substance for which the employee tested positive.
  - c) The employee may request additional testing of the same sample at a mutually agreed upon laboratory. The employee shall bear the cost of any additional testing. The employee must request, in writing, such a re-testing within seven (7) working days from the date of the positive test notification or within 72 hours of notification for a DOT retest.
6. If the retest is negative, the City of Jerome shall;
  - a) Reimburse the employee for the cost of the retest.
  - b) Compensate the employee for any time suspended without pay.
  - c) Reinstate the employee with back pay if the employee was terminated solely for the positive test result that is later determined to be negative.

### **Return To Work**

The City of Jerome has the option of disciplinary action up to and including termination for a positive test. When disciplinary action has been chosen as an option, the employee may return to duty when the following conditions (which may be at the employee's expense) are met;

- a) The employee must have a negative return-to-duty test for drugs and alcohol. The sample collection and analysis of the specimen must be conducted at the City's designated site. The sample must have been collected no more than 24 hours prior to the employees return to work.
- b) The employee must submit to an evaluation by the City's designated substance abuse professional (SAP)/Employee Assistance Program (EAP) identifying;
  - i. Recommendations for treatment (if any);
  - ii. A plan for random/follow up drug/alcohol testing to be completed for a period of time; not more than 60 days;
  - iii. For covered employees, an evaluation by an SAP does not have to be performed when an alcohol test is .039 or less. After a negative alcohol test, the employee may return to work 24 hours after the initial test.

**City of Jerome Rights and Obligations**

- 1. Upon a confirmed positive test for drugs and/or alcohol or refusal, the City of Jerome may use such test or conduct as a basis for disciplinary action, up to an including termination; or the City of Jerome may refuse to hire a prospective employee.
- 2. Upon receipt of a confirmed positive test for drugs and/or alcohol, the City of Jerome;
  - a) may suspend an employee with or without pay,
  - b) will not permit an employee to operate a motor vehicle or to perform a safety sensitive job function upon receipt of a confirmed positive drug and/or alcohol test.
  - c) may require that the current employee utilize the return-to-work procedures as outlined above as a condition of continued employment
- 3. All test results will be maintained by the City of Jerome in a manner which assures their confidentiality and will be available to other parties only upon written consent of the individual tested.
- 4. This policy shall not in any way create a physician/patient relationship with the City of Jerome and prospective or current employees.
- 5. If an employee tests positive for drugs or alcohol, such employee shall not be considered disabled by virtue of the test results alone.

All current employees will be informed of the City's Drug Free Workplace testing policy and will be required to acknowledge via signature for receipt and understanding of this policy.