

**CITY OF NAMPA AND NAMPA FIRE
FIGHTERS LOCAL 804**

CONTRACT

October 1, 2018

**TABLE OF
CONTENTS**

ARTICLE	1	-	SECTION	1	-
GENERAL	..... 4				
SECTION 2 - TERM OF AGREEMENT	..... 4				
ARTICLE	2	-	SECTION	1	-
RECOGNITION	..... 4				
SECTION 2 - OPEN SHOP	..... 4				
ARTICLE	2	-	SECTION	3	-
PAYROLL DEDUCTION (UNION DUES)	..... 4				
ARTICLE	2	-	SECTION	4	-
DISCRIMINATION	..... 5				
SECTION 5 - UNION BUSINESS	..... 5				
ARTICLE	3	-	SECTION	1	-
SAVINGS CLAUSE	..... 5				
- BENEFITS AND PREVAILING RIGHTS	..... 5				
- SECTION 1 - PUBLIC EMPLOYEES	..... 5				
ARTICLE	4	-	SECTION	2	-
WORKING CONDITIONS	..... 5				
ARTICLE	4	-	SECTION	3	-
WORKING RULES	..... 6				
SECTION 4 - NO STRIKE CLAUSE	..... 6				
ARTICLE	5	-	SECTION	1	-
MANAGEMENT RIGHTS	..... 6				
LIVING BOUNDARIES	..... 7				
SECTION 3 - STATION EQUIPMENT	..... 7				
ARTICLE	6	-	SECTION	1	-
HOURS OF WORK AND DESIGNATED WORK PERIODS	..... 7				
ARTICLE	6	-	SECTION	2	-
CALL BACK – SCHEDULED SPECIAL EVENTS - HOLDOVER - FLSA CYCLES	..... 8				
ARTICLE	6	-	SECTION	3	-
COMPENSATORY TIME	..... 9				
ARTICLE	6	-	SECTION	4	-
PERSONAL LEAVE / COMP TIME BANK	..... 10				
ARTICLE	6	-	SECTION	5	-
TRAINING RETURN TIME (OUT OF AREA CLASSES)	..... 10				
ARTICLE	7	-	SECTION	1	-
PROMOTION PROCEDURES	..... 11				
ARTICLE	7	-	SECTION	2	-
WORKING OUT OF CLASSIFICATION	..... 15				
ARTICLE	7	-	SECTION	3	-
PERSONNEL REDUCTION	..... 15				
ARTICLE	7	-	SECTION	4	-
VACANCY	..... 15				
SECTION 5 - SENIORITY	..... 16				
ARTICLE	8	-	SECTION	1	-
ON DUTY INJURY LEAVE	..... 16				
ARTICLE	8	-	SECTION	2	-

METHOD OF PAYMENT 16 ARTICLE 8 -
SECTION 3 - RETIREMENT BECAUSE OF INJURY 17
ARTICLE 8 - SECTION 4 - OFF DUTY INJURY, ILLNESS, OR PERSONAL
CONDITION 17 ARTICLE 9 - SECTION 1 - PERSONAL LEAVE POLICY
STATEMENT 18 ARTICLE 9 - SECTION 2 - PERSONAL
LEAVE ACCRUAL 19 ARTICLE 10 - SECTION 1
- EMERGENCY TIME OFF (IN THE HOME) 24 ARTICLE 10 -
SECTION 2 - EMERGENCY TIME OFF (NEAR DEATH IN FAMILY) 24
ARTICLE 11 - SECTION 1 - DAY
UNIFORM 25 ARTICLE 11 -
SECTION 2 - BADGES 25
ARTICLE 11 - SECTION 3 - UNIFORM
ALLOWANCE 25 ARTICLE 12 - SECTION 1 -
GRIEVANCE PROCEDURE 26 ARTICLE 13 -
SECTION 1 - SAFETY COMMITTEE 26
ARTICLE 13 - SECTION 2 - SAFETY
EQUIPMENT 27 ARTICLE 13 - SECTION 3
- SHIFT MINIMUM STAFFING 27 ARTICLE 13 -
SECTION 4 - PHYSICAL FITNESS EQUIPMENT 28
ARTICLE 14 - SECTION 1 -
SALARIES 28 ARTICLE 14 -
SECTION 2 - INSURANCE 28
ARTICLE 14 - SECTION 3 - LONGEVITY
PAY 30 ARTICLE 15 - SECTION 1 -
EXTRA DUTY 30 ARTICLE 15 -
SECTION 2 - HAZARDOUS MATERIALS TEAM PAY 31
ARTICLE 15 - SECTION 3 - PORTAL TO
PORTAL 31 ARTICLE 16 - SECTION 1 -
EDUCATION MATERIAL 31 ARTICLE 17 -
SECTION 1 - DRUG FREE WORKPLACE POLICY 31

ARTICLE 17 - SECTION 2 - RANDOM DRUG
TESTING 32 ARTICLE 18 - SECTION 1 -
ACTIVE MILITARY, PART-TIME FIREFIGHTER 32 ARTICLE 18 -
SECTION 2 - PAY DURING MILITARY LEAVE 33
SIGNATURE
PAGE 34
EXHIBIT A:
SALARIES 35

ARTICLE 1 - SECTION 1 - GENERAL

The City of Nampa, hereinafter referred to as the "City" and Local 804 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union", in order to increase the general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employer, and to promote the morale, rights and well-being of the members of the Fire Department, hereby agree as follows:

ARTICLE 1 - SECTION 2 - TERM OF AGREEMENT

This agreement shall be effective October 1, 2018 and shall remain in full force and effect until September 30, 2019 provided however, that this agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto.

ARTICLE 2 - SECTION 1 - RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of all the firefighters of the Fire Department, except supervisors as defined in Article 44-1801, 1812 of the Idaho code for the purpose of bargaining with respect to wages, hours of work, and working conditions and all other terms and conditions of employment.

Members - Shall be all firefighters employed by the City, in accordance with the term firefighter, as defined in Idaho Code, Title 44, Chapter 18.

40-hour member - Members assigned to work a forty (40) hour workweek schedule.

56-hour member - Members assigned to work a fifty-six (56) hour average hour per week schedule.

ARTICLE 2 - SECTION 2 - OPEN SHOP

Employees are not required to join the Union as a condition of employment.

ARTICLE 2 - SECTION 3 - PAYROLL DEDUCTION (UNION DUES)

As a service to the members, the City will, upon individual written request, deduct monthly Union dues or service charges from the member's salary. It is understood that it will not be the responsibility of

the City to remit Union dues, nor any portion thereof, to the Union's International Office. It is further understood that the deduction of Union dues is not mandatory for the member and is not a condition of employment.

4

ARTICLE 2 - SECTION 4 - DISCRIMINATION

The City agrees not to discriminate against any member for his/her activity on behalf of, or member in, the Union. The City and Union agree that there shall be no discrimination against any member because of sex, race, creed, national origin, age or religion.

ARTICLE 2 - SECTION 5 - UNION BUSINESS

Members elected to state or local Union office may be granted time off to attend state functions, conventions, conferences, and seminars within the State of Idaho, provided that the City is given seventy-two (72) hour notice and approves such leave. In addition, as many as three members of the negotiation committee shall be allowed time off for all negotiation meetings which shall be mutually agreed upon by the City and the Union provided that such leave be approved by the City.

ARTICLE 3 - SECTION 1 - SAVINGS CLAUSE

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

ARTICLE 3 - SECTION 2 - BENEFITS AND PREVAILING RIGHTS

All rights, privileges, and benefits held by the members, at the present time, which are not included in this contract, shall remain in force unless a change is agreed to by both parties.

ARTICLE 4 - SECTION 1 - 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 may merit the respect and confidence of the general public. Conduct unbecoming of a public employee shall constitute grounds for disciplinary action.

ARTICLE 4 - SECTION 2 - WORKING CONDITIONS

- A.) The Union recognizes that the City is engaged in a vital public service requiring continuous operations and hence recognizes the Union's obligations together with the City to work toward continued service to the City.
- B.) A minimum of 1 hour per weekday shift between 8:00 a.m. and 5:00 p.m. will be allotted for study

5

in work related subjects including regular department training. Time is to be allowed in a consistent manner among shifts but shall not interfere with emergency operations.

ARTICLE 4 - SECTION 3 - WORKING RULES

The Union agrees that its members shall comply, in full, with the Fire Department Rules and Regulations, including those relating to conduct and work performance.

ARTICLE 4 - SECTION 4 - NO STRIKE CLAUSE

The Union agrees not to strike or take part in a strike upon consummation and during the term of this Agreement. No members shall recognize a picket line of any labor organization in the performance of their official duties.

ARTICLE 5 - SECTION 1 - MANAGEMENT RIGHTS

Except as provided in the Agreement, the Union recognizes the right of the employer to operate and manage its affairs. The Union recognizes the right of the City to establish departmental rules and

procedures provided the City notifies the Executive Board of the Union no less than 30-days prior to the implementation of new, changed or deleted rules and/or procedures for input. Nothing in this Article shall be a waiver to bargain.

New, or changes to current Rules and Procedures that are brought forward either by the Union Safety Committee or the City that address a specific safety concern will not be subject to the 30-day waiting period. The City agrees to meet with the Safety Committee following such adoption to ensure proper implementation of the new or changed Rules and/or Procedures.

The City has the right to schedule overtime work as required in the manner most advantageous to the City. The City reserves the right to discipline or discharge for just cause. The City reserves the right to lay off members of the Fire Department. The City shall determine work schedules consistent with this agreement and establish methods and processes by which such work is performed. Shift trading shall be subject to the City's approval. The "City," in the context of this agreement shall include the Chief, the Deputy Chiefs and anyone authorized and delegated by the Chief.

6

ARTICLE 5 - SECTION 2 - LIVING BOUNDARIES

There is no current living boundary restriction for members of the Union. If having adequate Call Back personnel ever becomes a concern, both parties to this contract mutually agree to meet to renegotiate this section.

ARTICLE 5 - SECTION 3 - STATION EQUIPMENT

The City shall furnish each station with the following equipment essential to good working and living conditions: cooking and eating utensils, dish soap, Physical Fitness equipment and any other items mutually agreed upon by the Chief and the members of the Fire Department and the City.

ARTICLE 6 - SECTION 1 - HOURS OF WORK AND DESIGNATED WORK PERIODS

A.) The designated work periods for all 56-hour members shall be a twenty-four (24) day cycle.

The regular work schedule for 56-hour members shall be two (2) twenty-four (24) hour shifts on duty worked consecutively and then four (4) twenty-four (24) hour days off. A shift is defined as twenty- four (24) hours of duty starting at eight o' clock a.m. and ending at eight o' clock a.m. the following day. For illustration purposes, the regular work schedule for 56-hour members is listed below with an X representing an on-duty shift and O representing a shift off:

XXOOOO

The FLSA work period for the 48/96 work schedule, beginning midnight 10/06/2012, will be conducted on a 24-day cycle.

For purposes of personal leave, the two shifts will be considered as two separate 24-hour shifts beginning at 08:00 on one day and ending at 08:00 on the next day.

B.) The designated work periods for all prevention bureau and training division members shall be forty (40) hours per week or less. The final decision on the allowed schedule will be at the determination of the supervising Chief, and will consider the needs of the member, division, city, and community.

40-hour members have two possible work schedules:

- 1) Five 8-hour days Monday through Friday 8am – 5pm with a one-hour lunch break between the hours 11am - 1pm.
- 2) Four 10-hour days
 - a) Monday – Thursday 7am – 6pm with a one-hour lunch break between the hours 11am - 1pm.

7

- b) Tuesday – Friday 7am – 6pm with a one-hour lunch break between the hours 11am - 1pm.

Working through lunch will only be allowed with prior permission from a direct supervisor.

Physical Fitness work schedule for 40-hour members:

Working out on duty:

- Work out locations will be within Nampa City limits i.e. Fire Stations, Parks, Recreation

Center, walking path, licensed Gym.

- The designated scheduled work out time will be consistent for each member and meet the demands and needs of the department. Major variations of work out times and locations shall be approved by a supervisor.

Holiday work schedule for 40-hour members:

- Members who work the four 10-hour day schedule:
During a work week with a holiday which occurs on the members normal day off, the member shall be given 8 hours of the following day as their holiday. The member will either work the remaining 2 hours of their scheduled time or take 2 hours of compensatory time.
- Holidays that fall on the weekends shall follow city policy. Additional time off will be counted as PL used.
- During times the City and/or fire department administration declare the office closed, 40-hour members shall be granted time off with pay.

ARTICLE 6 - SECTION 2 - CALL BACK – SCHEDULED SPECIAL EVENTS - HOLDOVER - FLSA CYCLES

CALL BACK

Callback time shall be paid at the rate of time and one-half (1 1/2) of the member's hourly wage rounded to the next 1/4 hour for actual hours worked in excess of a minimum of four (4) hours pay if called in off duty.

SCHEDULED SPECIAL EVENTS

Scheduled overtime for special events that are worked on a voluntary basis shall be paid at a rate of time and one-half (1 1/2) of the member's hourly wage rounded to the next 1/4 hour for actual hours worked. Special events include: event standby, proctoring/assisting testing events, mandatory meetings, and other mutually agreed upon events.

HOLDOVER

Holdover time shall be paid at a rate of time and one-half (1 1/2) of the member's hourly wage rounded to the next 1/4 hour for actual hours worked.

56-HOUR WORK PERIOD - FLSA 24 DAY CYCLE

In accordance with the Fair Labor Standards Act (FLSA), overtime shall be paid at a rate of one-half of the 56-hour members hourly wage to the next 1/4 hour for actual hours worked in excess of 182 hours in each 24-day FLSA work period.

40-HOUR WORK PERIOD - FLSA 14 DAY CYCLE

In accordance with the Fair Labor Standards Act (FLSA), overtime shall be paid at a rate of one-half of the 40-hour members hourly wage to the next 1/4 hour for actual hours worked in excess of 80 hours in each 14-day FLSA work period.

ARTICLE 6 - SECTION 3 - COMPENSATORY TIME

Compensatory Time (Comp Time) shall be administered as outlined in the Comp Time policy approved between the Union and the City. The purpose of Comp Time is to compensate members of the bargaining unit for time spent off-duty to attend training classes in accordance with comp time policy and approved classes. Comp Time may also be accrued by members for any unreimbursed travel time they may incur for contracted services, i.e. State or Federal requested responses to wildland fires for structural protection. The comp time rate is one and one-half hours (1 1/2) for each hour attending classes, meetings, and travel to and from contracted services approved by the City.

40-hour members may elect to accrue comp time in lieu of overtime pay. 40-hour members may accrue up to a maximum of 120 hours. Any time over 120 hours shall be paid as overtime

40-hour members may elect to use Flex Time in lieu of overtime for work related duties outside of regularly scheduled work hours. Both the 40-hour member and supervisor must agree upon the election and use of Flex Time. Flex Time must be used within the pay period in which the hours were worked.

56-hour members may elect to accrue Comp Time in lieu of overtime pay. 56-hour members may accrue up to a maximum of 360 hours of Comp Time. Any time over 360 hours shall be paid as overtime.

9

ARTICLE 6 - SECTION 4 – PERSONAL LEAVE / COMP TIME BANK

To ensure the good morale and wellbeing of the members of the bargaining unit, the City agrees to establish a Personal Leave/Comp Time Bank not to exceed two thousand (2,000) hours total accumulation at any one time, utilizing voluntarily donated hours of Personal Leave or Comp Time from members of the bargaining unit. The use of such hours will be subject to the discretion of the duly elected Executive Board of the Union for the application as they see fit to better the lives of the members of the bargaining unit. The hours donated will carry no cash or any other value except to grant time off to another member of the bargaining unit when requested in a manner to be set by the Executive Board of the Union. The Union agrees to indemnify and hold harmless the City for acting as an agent of the Union to administer the transfer of Personal Leave and Comp Time hours into the bank. This indemnity shall extend to any action brought against the City regarding the administration of the bank, including any action alleging impropriety of members to receive hours from the bank.

ARTICLE 6 - SECTION 5 - TRAINING RETURN TIME (OUT OF AREA CLASSES)

Any member who has traveled out of area (more than 70 miles from Nampa) for 4 days or more to attend a department approved class, will not be required to return to shift for 12 (twelve) hours after arriving back into area. Any additional hours requested by the member will be charged personal leave to cover remainder of shift. Approval of additional leave will be at the discretion of the City.

Example: Member returns from two-week class and arrives back in area on his/her scheduled shift day at 10:00 A.M. This member will be required to report for duty at 10:00 P.M. that day. He/she may request remainder of shift as Personal Leave at the discretion of the City.

ARTICLE 7 - SECTION 1 - PROMOTION PROCEDURES

The following procedures shall govern all promotions for positions within the established bargaining unit:

A.) Examination shall be impartial and shall relate to those subjects which will fairly test the candidate's ability to discharge the duties of the position to be filled.

B.) Eligibility for promotion to all positions shall be as follows:

Probationary Firefighter New Hire

Firefighter I NFPA Standard

Firefighter II NFPA Standard & NFD FFII requirements

Senior Firefighter Firefighter II and Driver/Operator Qualified

Driver/Operator Senior Firefighter

Deputy Fire Marshal Officer Qualified

Training Captain Officer Qualified Senior Firefighter

Captain 7 years' experience with the Nampa Fire Department in

fire suppression; Officer Qualified, or Officer Qualified Senior Firefighter. A member shall be able to test for Captain in the testing cycle in which they will complete their 7th year in fire suppression. That member will not be able to accept a promotion until they have completed their 7th year in fire suppression with the Nampa Fire Department.

Battalion Chief Captain with 3 years' experience as a Captain in

Suppression or Training at Nampa Fire Department and who has not been on disciplinary probation in the 3 years preceding the promotional test.

C.) As a condition of continued employment and before being assigned to shift and firefighting duties,

probationary firefighters shall pass the department Firefighter Academy written test with at least 75% proficiency. Probationary firefighters will be given two opportunities to pass the Firefighter Academy written test. All probationary firefighters will achieve Firefighter I state certification within a period of 12 months from his/her date of hire. Any firefighter who fails the state certification test shall have the opportunity to request an additional test, provided the request is made within the original 12-month period.

11

If a probationary firefighter is unable to obtain state certification within the designated time period due to extenuating circumstances, additional time may be requested. Decisions regarding the allowance of extra time will be made by a review committee consisting of the Fire Chief, Firefighter's shift officer, and a designated union representative. All review committee decisions are final.

Quarterly evaluations of probationary firefighters will be completed by shift officers in a timely manner. Evaluations are to be placed in that employee's personnel file. This will ensure that each probationary firefighter is progressing through the required program.

- D.) Tests for Firefighter I and Firefighter II will be International Fire Service Accreditation Congress (IFSAC) certified. The Firefighter II course may not be challenged.
- E.) Members who are Firefighter II and who successfully complete and maintain proficiency with the department driver operator qualification requirements will be promoted to Senior Firefighter and will be eligible to step up to Driver Operator positions.
- F.) Members who are Senior FF and who have successfully completed the department officer qualification requirements will be eligible to step-up to Captain positions.
- G.) Promotional lists for driver operators, training captains, suppression captains, and battalion chiefs shall be maintained for 2 years, or as need arises as determined by the City.
- H.) Promotional procedures for Deputy Fire Marshal, Captain and Battalion Chief shall consist of a written test, assessment center, and a peer evaluation each constituting one-third (1/3) of the

total score plus seniority points. A minimum score of 70% will be required to pass the written and each portion of the assessment center, except for the FireTEAM Ergometric test. A minimum score of 65% will be required to pass the FireTEAM Ergometric test. One-half (1/2) point will be given for each completed year of service with the Nampa Fire Department. Resource material used for the written test will be identified and available at least 120 days prior to the written test.

Example: (81% Written Test)

+ 75.0% (assessment center)

+ 72.28 (peer evaluation

/3= 76.09

12

+ 10 years 1/2 = 5 (years of service points)

81.09 (final grade)

The successful candidate will be selected by the Chief from among the top three scoring candidates. Prior to making the final decision, the Chief shall consult with senior staff for their input regarding the top three candidates. Any member passed over for promotion in favor of another member who achieved a lower score shall be entitled to discuss with the Chief the reasons why that member was not promoted. After the discussion the Chief will send the member a letter summarizing the discussion.

- I.) Promotional procedures for Training Captain shall consist of a canned course instruction (30 minutes of instruction), a self-created course instruction (30 minutes of instruction), an oral interview, and a peer review. In addition to these test components, the candidate must have passed the most recent Suppression Captain's promotional exam, pass a Captains exam provided for the purpose of promoting to Training Captain, or be a promoted Suppression Captain. Results of the Captains test conducted for the purpose of promotion to Training Captain will have no impact on the current promotional list for Suppression Captain. The requirements to pass the Captains test for the Training Captain position will be the same as the requirements to

pass the Suppression Captain exam, listed in Article 7 - Section 1 - Paragraph H. One half (1/2) point will be given for each completed year of service with the Nampa Fire Department. Resource material will be provided 120 days prior to the written test. Scoring for the Training Captain specific requirements will be as follows:

- 25% - Canned Course Instruction
- 25% - Self Created Course Instruction
- 25% - Oral Interview
- 25% - Peer Review

Example:

Canned Course Score: 82
+ Self-Created Course Instruction: 86
+ Oral Interview: 90
+ Peer Review: 89
/ 4 = 86.75
+ Years of Service (10/2) 5
Total Score: 91.75

13

A tested and promoted Training Captain can return to Suppression as a Suppression Captain when there is an opening in a Suppression Captains position, and he/she has completed two years in the Training division as a promoted Training Captain. A tested and promoted Training Captain can return to the Suppression before the two-year commitment is completed, but they will return to the position they held before promoting to Training Captain.

J.) Promotional examinations for Driver/Operator shall consist of 50% written and 50% practical tests. A minimum score of 70% is required on all written and practical sections with the exception of the address portion, which requires a score of 90% to pass. Candidates who pass all sections of the test will be placed on an eligibility roster according to their combined test scores. Driver/Operators will be promoted to fill vacancies from the top of the eligibility roster in the order they placed on the roster.

K.) All firefighters who receive a promotion will have a one-year probationary period. During said probationary period, the firefighter will receive quarterly written performance evaluations completed by his/her Officer.

L.) If in the event of promotion or advancement, a member is disqualified or voluntarily turns down such promotion or advancement, he/she shall remain in the seniority position he/she held prior to the offer of advancement. The opportunity to qualify for the advancement or promotion shall pass to the member immediately below him/her in seniority and so on down the ranks. The advancing member will receive the additional pay and allowances appropriate to the advancement in rank. All members will maintain the same seniority position without regard to advancement or disqualification, voluntary or involuntary. Members passed over in promotion shall not be discriminated against nor penalized in any way and shall have the option of applying for promotion at the next opportunity. This section does not exempt any member from the requirements set forth in subsection C of this article.

M.) Any member who has been absent for a period greater than six (6) months, for any reason, from a position previously held may, at the discretion of the Chief, be required to complete refresher training to demonstrate competence before being allowed to perform the duties of the position.

N.) Members hired as paramedic/firefighters shall maintain their paramedic certification at all times unless they are promoted to a position that no longer requires such certification or a vacancy for a non-paramedic position occurs.

ARTICLE 7 - SECTION 2 – WORKING OUT OF CLASSIFICATION

Any member qualified to accept the responsibilities and carry out the duties of a rank above that which he/she normally holds shall do so to meet the needs of the Fire Department. The member will not receive extra compensation for working above their normal rank. Any member assigned to a lower rank shall be paid at the same rate as his/her regular pay or rank. To be eligible to work as a step-up Driver, Captain, or Battalion Chief the member must satisfy the requirements as outlined in the department's policy for promotional procedures in Article 7 - Section 1 - Promotional Procedures.

ARTICLE 7 - SECTION 3 - PERSONNEL REDUCTION

In the case of personnel reduction, the member with the least seniority shall be released first. No new employees will be hired until the furloughed members have been given the opportunity to return to work.

ARTICLE 7 - SECTION 4 - VACANCY

The City and the Union agree that vacancies occur in bargaining unit positions for various reasons. The City agrees that when vacancies occur in a bargaining unit position for any reason other than layoffs as outlined in Article 7 Section 3, the bargaining unit position(s) must be filled within 30 days of vacancy for the positions for which an eligibility roster is maintained, or those positions which do not require a testing procedure. The City will give first consideration to members on applicable eligibility lists. When a vacancy occurs that requires the hiring of a new member, and additional vacancies within the next 12 months are anticipated, the 30 days may be extended if mutually agreed by the City and the Union.

In the case of a vacancy for a bargaining unit position that will be filled by a promotion and requires a testing procedure, the date of the promotional test must be posted within 10 days of the vacancy and provided there are no changes in testing reference materials, the test will be given 90 days (+/- 5 days) thereafter. (If the reference materials for the various promotional tests applicable to the vacancy have been changed, the test will be given 120 days (+/- 5 days) following the announcement as per the Contract, Article 7 - Section 11). An offer of promotion will then be tendered in a timely manner.

The City shall notify the Union, in writing, fourteen (14) days prior to any recommendation to vacate any bargaining unit position. When mutually agreed upon by the City and the Union, the time parameters outlined in this clause can be adjusted as needed.

ARTICLE 7 - SECTION 5 - SENIORITY

Seniority shall be determined by continuous service in the Nampa Fire Department calculated

from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. Members with the same employment date shall be assigned to the seniority list in order of their ranking on the New Hire Eligibility List.

ARTICLE 8 - SECTION 1 - ON DUTY INJURY LEAVE

Members who are injured on the job are eligible for injury leave. Such injuries must be reported immediately to the officer in charge and the member must be evaluated by a medical doctor. Whenever a member is incapacitated on the job, he/she shall be entitled to injury leave with full pay and benefits in accordance with the Collective Bargaining Agreement during the period until which he/she is either: Released by a physician for return to full duty or such time as the member is accepted for retirement or receives a partial or total disability rating. The period of injury leave is limited to maximum of (12) months. The member will receive their regular salary. If at the end of (12) months the member is unable to return to work, accumulated personal leave time may be used until depleted.

Whenever a full-time member is unable to perform his/her full duties, as a result of an on the job injury or illness, he/she 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 assignments will be limited to instructions provided by the sick/injured member's medical doctor regarding his/her physical status. The member must provide a doctor release to the Chief stating what the member's physical limitations are. The member must notify the Chief as to their status at least monthly and after visits with his/her physicians.

Any member who is on injury leave shall not engage in work or any activity which would be detrimental to his/her ability to return to work. The abuse of injury leave privileges may be considered as cause for disciplinary action up to and including termination.

ARTICLE 8 - SECTION 2 - METHOD OF PAYMENT

Any member on injury leave as described in Article 8, Section 1, shall receive his/her regular paycheck and benefits in accordance with the Collective Bargaining Agreement.

ARTICLE 8 - SECTION 3 - RETIREMENT BECAUSE OF INJURY

If a member is retired due to an on-duty injury or illness and then is taken off retirement at any future date, he/she shall be reinstated immediately at no lower rank than the rank at which he/she left the Fire Department.

- To be reinstated, the member shall meet the requirements for medical and behavioral release and be fit for duty as per policy prior to being eligible for reinstatement.
- If demotion is necessary to accommodate the reinstatement: the demoted member shall be immediately promoted to fill the next available opening at their previous rank.
- If a reduction in personnel is necessary, to accommodate the reinstatement, it shall be done in accordance with ARTICLE 7 – SECTION 3 – PERSONAL REDUCTION.

ARTICLE 8 - SECTION 4 - OFF DUTY INJURY, ILLNESS, OR PERSONAL CONDITION

Restricted Duty for off duty related injury, illness or personal condition shall be 100% voluntary on the part of the member; however restricted duty shall be made available upon written request to Fire Administration by the member.

Restricted Duty assignments shall be strictly limited to instructions, restrictions, or limitations provided by the injured member's medical doctor regarding their physical or mental status. The member must provide a Doctor's release to Fire Administration stating what limitations or functions the member is able to perform and for how long. (hours per day, per shift, days or shifts per month, etc.)

Restricted Duty is not limited to work at the fire department; assignments may be made throughout the City as determined by Fire Administration. Prior to making any work assignments Fire Administration will take into consideration the member's physical condition and their ability to complete the assignment.

Restricted Duty members assigned to a less strenuous position due to an injury shall receive all compensation, including benefits and seniority attached to his/her permanent rank, during the period of their Restricted Duty assignment. His/her compensation shall be converted to a 40-hour week to include

hourly rate and leave accruals/usage. Upon full clearance to return to unrestricted duty, the members leave accrual time will be converted back to that of a 56-hour a week member. Restricted Duty will be available for a period of six consecutive months, at which time additional and/or alternative options shall be discussed with the affected member, his/her physician and the fire department physician.

17

Restricted Duty shall in no way affect the member's existing leave which was previously approved by the department. Restricted Duty shall in no way endanger, aggravate or prolong the full physical and/or mental recovery of the injured member. The member shall provide Fire Administration an updated report from their attending physician after each visit, this report needs to include the member's current restrictions.

Restricted Duty members shall have the option of working out for an hour each work day and attending scheduled physical therapy. The Union recognizes the City's need for productive and efficient work days. Members should schedule doctor appointments, physical therapy and workouts either the first hour or last hour of the scheduled work day, or the hour prior to or immediately after their scheduled lunch period.

ARTICLE 9 - SECTION 1 - PERSONAL LEAVE POLICY STATEMENT

Absence from work, except absence without pay imposed as a means of discipline, will be deducted from leave accumulations; provided, however, that members absent from work to participate in disciplinary proceedings, jury duty, bereavement leave, or Union business as specified in Article 2 - Section 5, shall be paid as though they were not absent from work and accumulated leave shall not be deducted. Personal leave shall not accrue to any member on military leave without pay, termination or layoff. No member shall receive pay in lieu of personal leave except as may be here-in provided. Personal leave shall not be taken or compensated in advance of being earned. Personal leave shall not be reduced for members on injury leave, as provided in Article 8 - Section 1.

All personal leave must be approved prior to usage.

ARTICLE 9 - SECTION 2 - PERSONAL LEAVE ACCRUAL

A.) PERSONAL LEAVE ACCRUAL RATE (FY 2019)

Personal leave is accrued according to the following schedule:

HOURS OF PERSONAL LEAVE EARNED PER PAY PERIOD

Work Schedule Years of Continuous Employment

Up to 5th On 5th On 10th On 15th

Anniversary Anniversary Anniversary Anniversary

8 Hour day 8.24 9.39 10.54 11.65

24 Hour day Average

56-hour Week 16.23 17.61 19.00 20.84

Holiday pay, equal to the 10 recognized City holidays times 24 hours, is included in the 56-hour member accrual rate.

The following chart is an annual shifts equivalent of hours earned per month:

YEARS OF SERVICE ANNUAL PERSONAL LEAVE

Up to 5th Anniversary 17.6 Personal Leave Shifts

On 5th Anniversary 19.1 Personal Leave Shifts

On 10th Anniversary 20.6 Personal Leave Shifts

On 15th Anniversary 22.6 Personal Leave Shifts

For the purpose of the preceding tables, a member's years of service with the Department shall be that number of years he/she will have continuously served the Department as of his/her anniversary date. For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

B.) ANNUAL CARRY OVER OF PERSONAL LEAVE AND MAXIMUM ACCUMULATION

Maximum accumulation of personal leave shall be 1250 hours for shift personnel (56 hours per week) and 700 hours for bargaining unit members working 40 hours per week. Those members that transfer to a 40-hour position shall carry the PL hours into that position and accumulate at the rate described in this contract. If they should fall below 700 hours they can't go above that amount unless they transfer back to a 56 hour per week position.

C.) PERSONAL LEAVE AND COMPENSATORY TIME USE SCHEDULING

Members may designate additional blocks of accrued personal leave time and/or compensatory time on a first come, first served basis subject to the minimum staffing requirements enumerated in Article 13 – Section 3 of this contract.

D.) VACATION SCHEDULING

On or about August 1 of each year, vacation bidding will begin in order that each member of each shift may designate his/her selections of utilization of vacation during the following contract year. Once selected, this time will be guaranteed as vacation time. The shift member with the most seniority with the Department shall have the first opportunity to select one block between 1 (one) to 6 (six) work shifts as his/her vacation time. The block of 1 (one) to 6 (six) shifts shall be consecutive shifts or may be separated by one 48-hour block of the selecting members scheduled work time. (see example below) The shift member with the second most seniority shall next designate his/her first selection of vacation time, and so on throughout each shift by order of seniority. No more than two persons will be allowed to select the same day as vacation.

After each shift member has had the opportunity to designate his/her first block of work shifts for vacation time, the second round of vacation bidding will be conducted in order that each shift member may designate his/her second choice of work shifts.

After the second round of bidding is completed, vacation scheduling shall be closed for the year.

EXAMPLE:

- X – On duty days
- O – Off duty days
- V – Vacation days
- T – Shift Trades
- PL – Personal Leave
- CT – Comp. Time

20

Member's scheduled work shift: XX – 0000 – XX – 0000 – XX

Member's scheduled Vacation Shifts: VV – 0000 – VV – 0000 – VV

VV – 0000 – TT – 0000 – VV

VV – 0000 – PLPL – 0000 – VV

VV – 0000 – CTCT – 0000 – VV

E.) CONSTANT STAFFING

There will be a minimum of one 24 hour shift available for every six (6) firefighters assigned to shift work each day. To accommodate this leave, if necessary, the department will use constant staffing to maintain the required minimum staffing. Events that will necessitate constant staffing only apply to vacancies in the duty roster, sick or injured members, and other approved FMLA leave, members attending approved classes or department business and up to and including the first 8 shifts per activation for military leave. It is agreed that the Nampa Fire Department will allow more than the minimum number of shifts available each day under the following conditions:

- 1) The person requesting the additional PL agrees that such PL may be cancelled up to 24 hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off.
- 2) The person requesting the additional PL will call in within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off to ensure the time is still available.

3) Any circumstances that reduces staffing below "shift/minimum staffing" (Article 13 - Section 3) that occurs within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested PL will be covered by constant staffing and the PL request shall not be cancelled.

It is agreed that the department will constant staff for one member of a shift attending the National Fire Academy (NFA). When more than one member, from the same shift, is attending a NFA class at the same time, it is agreed that PI may be locked up, for the purpose of maintaining minimum staffing requirements and sending additional members, from the same shift, to the NFA at the same time.

It is understood and mutually agreed that the City and members of Union will review the results of constant staffing when requested by either party for the duration of the contract. Said review will evaluate the efficiency and cost effectiveness of this policy as it is written. The City and members of the Union agree to negotiate the continuation of constant staffing if the results of this review indicate that it is not working as written or if the financial resources of the City are not available. It

21

is agreed that the terms of constant staffing may be changed without nullifying the remainder of this contract.

F.) PERSONAL LEAVE FOR INJURY OR FUNERALS

Accrued personal leave shifts may be utilized in the event of a member's injury (for which he/she is not entitled to injury leave pursuant to Article 8 - Section 1. of this contract).

Time off in the form of bereavement leave shall be granted in the event the member experiences a death in his or her immediate family. "Immediate family" shall be defined as the spouse and children of the members, as well as the step-children, mother, father, step-parent, brothers, sisters, and grandparents of the member and the member's spouse.

Members working 56 hours shall be granted no more than 48 hours (two shift days) of Bereavement Leave with pay, reported on the member's time sheet. Members working 40 hours shall be granted no more than five (5) days of Bereavement Leave with pay, reported on the member's timesheet. Any additional days, with the approval of the Battalion Chief or supervisor,

will be allowed using the employee's personal leave.

Personal leave shifts requested for the reasons enumerated in this subsection shall be granted upon demand and it shall be the responsibility of the shift Battalion Chief to arrange for replacement personnel where necessary to meet minimum staffing requirements.

G.) UTILIZATION OF ACCRUED PERSONAL LEAVE UPON DEPARTURE

Upon departure, members may choose to utilize any accrued personal leave according to either of the following options:

- 1) **PERSONAL LEAVE BUY DOWN:** When a member is four (4) years from their desired retirement date they may elect to participate in the following buy down plan offered by the City. Once elected, the member must remain on this plan. Election of this option shall be in addition to and in conjunction with the personal leave buy down allowed under Article 9 - Section 2, Paragraph J. The election declaration shall coincide with the timing terms in Article 9 - Section 2, Paragraph J. Year one cap referenced below shall begin September 30 of the next fiscal year following the fiscal year of declaration. The member shall coordinate the payment timing (monthly, or quarterly) and complete necessary forms to affect the desired payment. The member is responsible for all declaration notice, timing matters, proper forms, etc.

22

56-hour members - Current cap of 1250 hours

Year New Cap Maximum hours the City will buy to get members to new cap

1 1050 225

2 850 225

3 625 225

4 425 225

40-hour members - Current cap of 700 hours

Year New Cap Maximum hours the City will buy to get members to new cap

1 525 161

2 400 161

3 300 161

4 200 161

2) **CASH PAYMENT:** A member may receive a lump sum payment upon departure from service representing full payment for his/her accrued personal leave shifts and based upon his/her current salary at the time of departure. A member working in a 40-hour position and who has more than 700 hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of departure will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

H.) **PAYMENT OF PERSONAL LEAVE UPON DISCHARGE**

When a member is discharged for any reason, he/she will receive pay at his/her current rate of pay any and all personal leave shifts he/she has accrued prior to the date of discharge. A 40-hour member who has more than 700 hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of discharge will be paid for any hours in excess of 700 at the 56 hours per week pay rate based on his/her current salary.

I.) **PERSONAL LEAVE AND COMP TIME SELL-BACK**

The City offers Personal Leave (PL) and Comp Time sellback, members may sellback accrued PL and/or Comp Time for payment in the next fiscal year. After a notification date is determined for the following fiscal year sell-back period, Fire Administration will notify members via email or other necessary methods, that it is accepting PL and Comp Time sellback requests, members will then have 30 calendar days to submit their completed form(s) to Fire Administration. Member's selling less than 100 hours will receive their payment in a November paycheck. Members selling more than 100 hours or more may choose to sell back hours in equal quarterly installments, to be paid in their regular paycheck on or after Nov. 1, Feb. 1, May 1, and Aug. 1. The member wishing

23

to sell-back PL and/or Comp time must submit a completed form provided by Fire Department administration indicating the number of hours of each type of leave he or she wishes to sell back, subject to the maximums below:

Personnel Leave

56-Hour Member

Accumulated (in hours) Maximum annual sell-back (in hours)

500-800 56

801-1000 100

1001-1250 150

40-Hour Member

Accumulated (in hours) Maximum annual sell-back (in hours)

250-450 40

451-550 71

551-700 107

Comp Time Maximum annual sell-back (in hours)

50-100 40

101-200 60

201-300 80

301-360 100

ARTICLE 10 - SECTION 1 - EMERGENCY TIME OFF (IN THE HOME)

If an emergency occurs in the home while the member is on duty or immediately prior to the member's scheduled shift, the member shall use personal leave with the approval of the senior officer on duty. This is meant to allow the member sufficient time to take care of the situation and is not intended for long duration. (See emergency time off SOP)

ARTICLE 10 - SECTION 2 - EMERGENCY TIME OFF (NEAR DEATH IN FAMILY)

In the event of near death emergency in the immediate family of a member (defined person in critical condition), the member shall be granted personal leave upon approval from the City. If in the City's opinion a doctor's statement of critical condition is necessary, the member will furnish such statement. The immediate family is defined in Article 9 - Section 2. Subsection G.

ARTICLE 11 - SECTION 1 - DAY UNIFORM

The day uniform shall consist of the uniform currently in effect and approved by the members of the Union and the City. New members will be required to be in day uniform after completion of the Fire Academy. Members in the Fire Academy will wear the uniform provided.

ARTICLE 11 - SECTION 2 - BADGES

The City will furnish each member of the department (1) Class A Uniform badge, (1) hat badge, Class B Uniform Badge, and one (1) set of collar brass (Class A and B) for that member's position.

ARTICLE 11 - SECTION 3 - UNIFORM ALLOWANCE

The uniform allowance, in addition to salary, shall be \$850.00 per budget year. Each member of the department will be issued a prepaid card in the amount specified in this article that can be used at various merchants for the purchase of goods and services towards the purpose of uniform allowance. It will be the responsibility of each member of the bargaining unit to use their uniform allowance for the purpose intended. Statement balances shall be mailed from issuing bank to the city and to the employee.

The city will not deposit funds into an account, which would cause the account to exceed a \$1500.00 credit. (If an October 1 credit balance on a card were \$950, then an additional credit of \$550 would be made on that specific account).

New Hires

The department will supply all new employees uniforms up until September 30th, of their first year. October 1st of their first year ARTICLE 11 – SECTION 3 – UNIFORM ALLOWANCE will go into effect.

Uniform Items Supplied:

- 3 – Polo Uniform Shirts
- 5 – Academy Shirts
- 2 – Uniform Pants
- 1 – Duty/station Boots
- 5 – Duty T-Shirts (Defend)
- 2 – Work out shorts

- 1 – Belt
- 1 – Ball Cap
- 1 – Quarter Zip
- 1 – Class A Uniform
- 1 – Class B Shirt

ARTICLE 12 - SECTION 1 - GRIEVANCE PROCEDURE

Grievances which arise from the interpretation or application of this agreement shall be settled in the following manner:

When the aggrieved employee becomes aware of the occurrence which gave rise to the grievance, the employee will have 30 days to file a written and signed petition with the Union Grievance Committee. The Union Grievance Committee shall give notice to the Fire Chief within 30 days that an employee has filed a written and signed petition. The Union Grievance Committee shall determine within 60 days of the employee filing if a grievance exists. If in their opinion no grievance exists, no further action is necessary.

If a grievance does exist, they shall (with or without the member) present this grievance to the Fire Chief for adjustment. If within five (5) business days the grievance has not been settled, it shall then be submitted to the Mayor for adjustment.

If within five (5) business days after it has been submitted to the Mayor and still has not been settled, it shall be submitted to an arbitrator selected from a list of five (5) names provided by Federal Mediation and Conciliation Services, American Arbitration Association or JAMS Inc. A representative of the City and a representative of the Union will choose an arbitrator.

If within five (5) Business days the two representatives cannot agree upon the arbitrator, the two representatives will alternately strike names from the list until one (1) name remains.

If in the case one representative refused to act upon the list of names, the other representative

shall choose a name from the list. The remaining or chosen name shall be the arbitrator. Within five (5) business days after the arbitrator is selected, the parties shall meet and set a date to hear all evidence.

The findings of the arbitrator shall be binding and final upon all parties concerned. Each party shall pay for its' own expenses and representatives in the grievance process. Fees from the arbitrator and other relates costs will be shared equally by both parties.

ARTICLE 13 - SECTION 1 - SAFETY COMMITTEE

The City agrees to recognize the Union's safety committee as a functioning arm of the Union with the express purpose of providing for safety, health, and well-being of the member of the Fire Department. The City shall meet as often as necessary with the Union Safety Committee to investigate, study and

26

consider safety concerns and recommendations, accident reports, identify safe work practices, protective clothing, equipment, tools and other devices, and to develop and implement safe work policies and procedures that promote the safety, well-being and health of the members of the Fire Department.

ARTICLE 13 - SECTION 2 - SAFETY EQUIPMENT

The City shall furnish safety equipment deemed necessary in the performance of the member's duties according to nationally recognized standards.

ARTICLE 13 - SECTION 3 - SHIFT MINIMUM STAFFING

- A.) The City reserves the right to determine the number of Battalion Chiefs, Engine Companies, Truck Companies, and Squads to provide service and fire protection to the City.
- B.) Each Shift shall have a Battalion Chief.
- C.) Each Engine Company shall consist of a minimum of:
 - 1 Captain

1 Driver/Operator

1 Firefighter

The Driver/ Operator or Firefighter of the company shall be Paramedic qualified.

D.) Each Truck Company shall consist of a minimum of:

1 Captain

1 Driver/Operator

2 Firefighters

E.) Each Squad shall consist of a minimum of:

1 Captain

1 Firefighter Paramedic who is qualified to drive

F.) Whenever the number of 56-hour members falls below the minimum staffing requirement, the Battalion Chief shall have the authority to call in off-duty Nampa Fire Department personnel.

G.) Battalion Chiefs, Captains, and Driver/Operators specified in this Section shall mean either a person in that permanent position, or a qualified step-up to that position.

27

ARTICLE 13 - SECTION 4 - PHYSICAL FITNESS EQUIPMENT

The City agrees to purchase and maintain the physical fitness equipment used by the members of the Fire Department.

ARTICLE 14 - SECTION 1 - SALARIES

Exhibit A shall be the schedule of wages to be paid to the members of the Fire Department. Salaries will be computed as follows: Hourly wage times two thousand nine hundred twelve (2912) for 56-hour members, and hourly wage times two thousand eighty (2080) for 40-hour members equals annual salary. Annual salary divided by twenty-six equals the bi-weekly salary. Dates for distribution of paychecks shall be set on bi-weekly schedule unless a change is mutually agreed by both parties.

ARTICLE 14 - SECTION 2 - INSURANCE

A.) The Union has chosen to contract for health, dental and vision insurance for its members from a private insurance producer, instead of remaining as beneficiaries of the City sponsored Employee Benefit Trust Plan. Therefore, the City agrees to provide \$14,796.00 per member for plan year 2019.

It is further agreed that within the plan benefits selected and procured by the Union, any and all wellness plans and incentives shall be provided for within the plans schedule of benefits and the City has no further cost than that which is listed above. In the event, the Union chooses to use a portion of the cost above toward a medical flex account, the Union shall notify the City at least sixty days prior to the beginning of the plan year to coordinate any member deducts, offset or card plan details.

It is further agreed that should the Union determine that it would prefer for the members to return to the City sponsored Employee Benefit Trust Plan at some time in the future, the City and Union will meet and confer to determine the feasibility and timing of the return to the trust.

B.) The parties agree to medical expense reimbursement plan (MERP) as follows:

1) Effective October 1, 2018, through payroll deduction from each member City shall remit \$150.00 per month per bargaining unit member, who has successfully completed the new hire training academy, and associate union members to the Washington State Council of Firefighters Post-Retirement Medical Trust ("Trust Fund").

2) The Union and the members agree to hold the city harmless and indemnify the city from any and all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or

property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and members shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and members shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

3) Under no circumstances whatsoever will the city be liable for direct pay of any Trust Fund benefit to the members and/or retired members and/or their beneficiaries.

4) Each bargaining unit member will contribute 25% of his or her personal leave balance to the post-retirement medical trust at the end of his or her employment.

*Local 804 and the City of Nampa agree that effective October 1st of 2019 Article 14 – Section 2 – INSURANCE – B.4 will be stricken from the contract.

C.) The parties agree to a medical expense reimbursement plan (MERP) for members promoted into positions outside of the bargaining unit as follows:

1) Effective October 1, 2018, through payroll deduction from each member the City shall remit \$150.00 per month per bargaining unit member. who has successfully completed the new hire training academy, and associate union members, through payroll deduction to the Washington State Council of Firefighters Post-Retirement Medical Trust (“Trust Fund”).

2) The member agrees to hold the city harmless and indemnify the city from any and all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The Union and members shall be 100% liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust Fund. The Union and members shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.

3) Under no circumstances whatsoever will the city be liable for direct pay of any Trust Fund benefit to the employees and/or retired employees and/or their beneficiaries.

4) Each employee will contribute 25% of his or her personal leave balance to the post-retirement medical trust at the end of his or her employment.

*Local 804 and the City of Nampa agree that effective October 1st of 2019 Article 14 – Section 2 – INSURANCE – C.4 will be stricken from the contract.

ARTICLE 14 - SECTION 3 - LONGEVITY PAY

In addition to base pay, those 56-hour members that have been employed by the Fire Department in excess of five (5) years shall be paid the following:

Upon 5th Anniversary \$0.83 per hour
Upon 10th Anniversary \$1.24 per hour
Upon 15th Anniversary \$1.65 per hour
Upon 20th Anniversary \$2.06 per hour
Upon 25th Anniversary \$2.47 per hour

In addition to base pay, those 40-hour members that have been employed by the Fire Department in excess of five (5) years shall be paid the following:

Upon 5th Anniversary \$1.16 per hour
Upon 10th Anniversary \$1.73 per hour
Upon 15th Anniversary \$2.31 per hour
Upon 20th Anniversary \$2.88 per hour
Upon 25th Anniversary \$3.46 per hour

For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.

ARTICLE 15 - SECTION 1 - EXTRA DUTY

If in the discretion of the City extra-duty positions are required and subsequently funded through the Department budget, the extra-duty positions will be filled by the member(s) most qualified for the position. Any member choosing to turn down this position shall not be penalized. If for any reason a position should become vacant, the opportunity to fill the position will be based on qualifications. Members are limited to no more than two Extra Duty assignments for which compensation is received; provided, however, for the purposes of computing the maximum Extra Duty assignments allowed by this Section, paramedic certification shall not be considered an Extra Duty assignment.

ARTICLE 15 - SECTION 2 - HAZARDOUS MATERIALS TEAM PAY

It is hereby recognized that some members of the Nampa Fire Department are also members of the State of Idaho Hazardous Materials Response Team. During incidents in which these members respond as Team members for the State HazMat Team, the City agrees to compensate these members according to the customary amounts paid by area agencies and state officials. The City will then submit a cost recovery request to the State of Idaho for reimbursement. These fees only apply when members respond off-duty and are currently:

Team Leader: \$60.00/hour

Team Member: \$50.00/hour

ARTICLE 15 - SECTION 3 - PORTAL TO PORTAL

Members shall be compensated portal to portal when they are detailed out on contracted work including but not limited to: Department of Lands, US Forest Service, Bureau of Land Management, State of Idaho.

ARTICLE 16 - SECTION 1 - EDUCATION MATERIAL

It shall be the responsibility of the City of Nampa to make available to each member of the Fire Department all books, fire journals, and training manuals required for classes and testing procedures and as otherwise determined by the Chief.

ARTICLE 17 - SECTION 1 - DRUG FREE WORKPLACE POLICY

Members of the Nampa Fire Department agree to abide by the City of Nampa Drug and Alcohol-Free Workplace Policy. The Drug and Alcohol-Free Workplace Policy in effect at the time of execution of this contract is attached to the contract as Exhibit B. The City shall provide advance written notice to the Union of any proposed changes to the policy and agrees to bargain with the Union over such changes if the Union makes a request to do so.

ARTICLE 17 - SECTION 2 - RANDOM DRUG TESTING

All references to "sensitive positions" in the above referenced Drug and Alcohol-Free Workplace Policy shall include all members of the Nampa Fire Department. It is further agreed that random drug testing, as outlined in the policy, will be unannounced and the selection of members shall be done by "shift". For purposes of this contract and to establish a fair random process, each shift will be placed into the random selection process two (2) times. Selection of members, including a shift of members, will be done through the approved random selection method in effect for the approved Drug and Alcohol-Free Workplace Policy.

ARTICLE 18 - SECTION 1 - ACTIVE MILITARY, PART-TIME FIREFIGHTER

- A.) The scheduling of an active duty military member, for part-time work with the Nampa Fire Department shall be at the discretion of the Fire Chief and only upon receipt, by the Fire Chief, of written approval from the member's military commanding officer.

- B.) The member on active duty military shall provide to the Fire Chief a written request for reclassification to part-time status with a list of dates the member is available to work. This request shall be delivered to the Fire Chief at least two weeks in advance of the first of such dates. The Fire Chief will, at least one week in advance, notify the member in writing if the member will be assigned to part-time status and the dates and locations where the member should report. These written communications shall be dated and may be by email with each party acknowledging receipt of any email communications. The part-time work may be at any location and for any assignment for which the member is qualified. The part-time work may be for any length of time within the hours that the member has indicated availability.

- C.) The member will not earn overtime unless member is assigned to work hours that exceed 40 hours in any one-week period, which period shall begin at 0001 hours each Sunday and end of 2400 hours the following Saturday.

- D.) The member shall accumulate no Nampa benefits and receive no Nampa benefits during this period of reclassification, except for: 1) specific benefits approved by City Council for active duty

military employees and their dependents, 2) contributions to PERSI for hours worked, and 3) if the member is available, participation in the fitness test and vacation picks.

ARTICLE 18 - SECTION 2 - PAY DURING MILITARY LEAVE

Members are entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Any member is entitled to military leave.

- A.) 40-hour members will accrue 120 hours of military leave in a fiscal year. 56-hour member will accrue 168 hours of military leave in a fiscal year.
- B.) Members may elect to use the military leave of absence with pay when certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces falls on their regularly scheduled work day.
- C.) Inactive Duty Training is authorized training performed by members of a Reserve or National Guard component not on Active Duty. It is performed in connection with the prescribed activities of the Reserve or National Guard. It consists of regularly scheduled unit training periods, additional training periods, and equivalent training.
- D.) Eligible member may use the allotted accrued hours per year for Active Duty, Active Duty Training, and Inactive Duty Training.
- E.) Up to 22 workdays of military leave may be granted per calendar year for emergency duty as ordered by the President or a State governor. This can be for law enforcement or the protection of life and property.
- F.) Members who request military leave for Inactive Duty Training (which generally is two, four, or six hours in length) will be charged only the amount of military leave necessary to cover the period of

training and necessary travel.

G.) When the member requests military leave, they must make an appropriate request and provide copies of their military orders.

H.) A member may elect to receive pay in the form of earned, accrued Personal Leave; however, the member is not obliged to do so.

EXHIBIT A: SALARIES**FY 2019**

Probationary Firefighters \$17.21 Firefighter I \$18.45
Firefighter II \$20.23 Senior Firefighter \$22.49
Driver/Operator \$23.98 Captain \$27.58 Training Captain
\$38.63 Deputy Fire Marshal \$38.63 Battalion Chief \$31.74

Note: Paramedics are paid an addition \$1.65 per hour in addition to their base pay. Paramedic Captains shall also continue to be paid the hourly amount; however, they shall not be the primary paramedics on the company as their role is that of Captain.

For the period acting, Paramedic Preceptors are paid an additional \$0.62 per hour in addition to their base pay and paramedic pay.

For the period acting, Peer Fitness Trainers are paid an additional \$0.62 per hour in addition to their base pay.

For the period acting, Quality Assurance Reviewers (QA/QI) are paid an additional \$0.62 per hour in addition to their base pay.

For the period acting, Shift Training Liaisons (STL) shall be paid an additional \$0.62 per hour in addition to their base pay.

For the period acting, Air-Pack Technicians are paid an additional \$0.62 per hour in addition to their base pay.

The number of Peer Fitness Trainers, Air-Pack Technicians and Qualified Rescue Technician Trainers shall be determined by the city.

