

RESOLUTION NO. 10-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN LOCAL NO. 710 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AND THE CITY OF COEUR D'ALENE.

WHEREAS, the parties entered into a labor agreement on August 19, 2008, adopted pursuant to Resolution No. 08-047; and

WHEREAS, the parties desire to amend the agreement; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such amended agreement; NOW, THEREFORE,

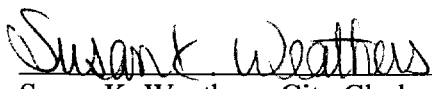
BE IT RESOLVED, that the City Council authorizes amendment no. 1 to the agreement with Local No. 710 International Association of Firefighters in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 19<sup>th</sup> day of January, 2010.

  
Sandi Bloem, Mayor

ATTEST:

  
Susan K. Weathers, City Clerk

Motion by Kennedy, Seconded by Edinger, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOODLANDER	Voted Aye
COUNCIL MEMBER HASSEL	Voted Aye
COUNCIL MEMBER BRUNING	Voted Aye
COUNCIL MEMBER KENNEDY	Voted Aye
COUNCIL MEMBER MCEVERS	Voted Aye
COUNCIL MEMBER EDINGER	Voted Aye

Motion carried.

**AGREEMENT  
AMENDMENT No. 1**

**THIS AGREEMENT ADMENDMENT** is made and entered into this 19th day of January , 2010 between the CITY OF COEUR D'ALENE, hereinafter referred to as the "CITY" and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereafter referred to as "Union", collectively referred to as the "Parties".

WHEREAS, The above parties entered into a labor agreement on August, 19, 2008, adopted pursuant to Resolution No. 08-047; and

WHEREAS, The parties desire to amend the agreement.

THEREFORE, Effective January 1, 2010 the parties mutually agree that the Agreement is amended as follows:

**ARTICLE III  
RECOGNITION**

The CITY recognizes the UNION as the exclusive bargaining agent for all of the employees of the fire department, except the fire chief, deputy fire chief, administrative support I/receptionist, administrative support II, and executive assistant. Classifications within the bargaining unit are recognized to be ~~Division Chief~~, Battalion Chief, Captain, ~~Lieutenant~~, Engineer, Firefighter, and Fire Inspector. If the following classifications are created, the position will be represented by the union: Division Chief, EMS Captain, EMS Lieutenant, ~~Battalion Chief~~, Shift Commander, Lieutenant, Lieutenant Fire Inspector, Captain Fire Inspector, Training Lieutenant, Training Captain, Maintenance Lieutenant, and Maintenance Captain.

~~Upon the hiring of three new firefighter positions, the CITY has the option to reclassify the existing Division Chief to a Deputy Chief position not represented by the UNION. If the City establishes a need to add a Division Chief position, duties will be determined; a job description will be created based upon department needs and the position will be leveled accordingly. The UNION shall represent any position created with the title of Division Chief.~~

Effective January 1, 2010, the position of Captain will be renamed Battalion Chief. This position will have no change in duties, job description or pay level.

Effective January 1, 2010, the position of Lieutenant will be renamed Captain. This position will have no change in duties, job description or pay level.

For the remainder of this contract use the title Battalion Chief when Captain is used and use Captain when Lieutenant is used.

**ARTICLE XXIII  
WAGES**

SECTION 1. Effective October 1, 2008 , the following minimum and maximum wages have been established including: three percent (3%) cost of living increase, the thirty-one cent (.31) per hour increase for Post Employment Health Insurance/MERP and forty-one cent (.41) per hour increase for food allowance.

FY 2008-2009			FY 2009-2010		
	Min	Max		Min	Max
Firefighter	\$ 14.17	\$ 19.65	Firefighter	\$ 14.60	\$ 20.24
Engineer	\$ 15.54	\$ 21.58	Engineer	\$ 16.01	\$ 22.22
Lieutenant	\$ 17.06	\$ 23.71	Lieutenant	\$ 17.57	\$ 24.42
Captain	\$ 18.73	\$ 26.07	Captain	\$ 19.30	\$ 26.85
Inspector	\$ 23.58	\$ 32.88	Inspector	\$ 24.28	\$ 33.87
Div. Chief	\$ 28.47	\$ 39.77	Div. Chief	\$ 29.32	\$ 40.96

FY 2010-2011			FY 2011-2012		
	Min	Max		Min	Max
Firefighter	\$ 15.03	\$ 20.84	Firefighter	\$ 15.49	\$ 21.47
Engineer	\$ 16.49	\$ 22.89	Engineer	\$ 16.98	\$ 23.58
Lieutenant	\$ 18.09	\$ 25.15	Lieutenant	\$ 18.64	\$ 25.90
Captain	\$ 19.88	\$ 27.66	Captain	\$ 20.47	\$ 28.49
Inspector	\$ 25.01	\$ 34.88	Inspector	\$ 25.76	\$ 35.93
Div. Chief	\$ 30.20	\$ 42.19	Div. Chief	\$ 31.11	\$ 43.45

FY 2012-2013		
	Min	Max
Firefighter	\$ 15.95	\$ 22.11
Engineer	\$ 17.49	\$ 24.28
Lieutenant	\$ 19.20	\$ 26.68
Captain	\$ 21.09	\$ 29.34
Inspector	\$ 26.53	\$ 37.01
Div. Chief	\$ 32.04	\$ 44.76

Effective October 1, 2008, and for the duration of this contract, the city will provide an annual cost of living increase of three percent (3%). It is further understood and agreed that wages have been established based, in part, upon U.S. Department of Labor Regulations establishing maximum allowable work hours during varying work periods. The CITY and the UNION agree to meet and adjust wages should any substantive change to these regulations concerning the maximum allowable work hours be promulgated by the U.S. Department of Labor.

SECTION 2. Effective October 1, 2008 the city agrees to increase base pay by forty-one cents (.41) for food allowance. Additionally the City agrees to provide a payroll deduction for the collection of the food allowance payable per Article IV, Union Security and Checkoff.

SECTION 3. Effective October 1, 2008 the City agrees to increase base wages by thirty-one cents (.31) related to Article XXX, Post Employment Health Insurance/MERP.

SECTION 4. All fire department promotions will receive an immediate ten (10%) percent increase based on their current base wage and are eligible for a five (5%) percent increase or to the maximum wage of the classification, after twelve months with a standard or above evaluation. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for service time increase as outlined in SECTION 5 until compensation equals service time.

SECTION 5. Service Time: Service time increases will occur as follows with standard or above performance: five (5%) percent increase at 6 months; five (5%) percent increase at one and one-half years; five (5%) percent increase at two and one-half years; five (5%) percent increase at three and one-half years; five (5%) percent increase at five and one-half years; five (5%) percent increase at seven and one-half years; five (5%) percent increase at nine and one-half years.

										Max.
	6 Months	1 1/2 years	2 1/2 years	3 1/2 years	4 1/2 Years	5 1/2 Years	6 1/2 Years	7 1/2 Years	8 1/2 Years	9 1/2 Years
Min.	5% Increase	5% Increase	5% Increase	5% Increase	No Increase	5% Increase	No Increase	5% Increase	No Increase	5% Increase

Other than the six month increase following an original firefighter appointment, increases must be at least twelve (12) months apart

SECTION 6. It is agreed that department employees who have earned Idaho State Emergency Medical Technician Intermediate or Paramedic , or degrees reasonably related to their job function from accredited colleges, or have obtained certification either prior to being employed with the City or after date of hire, shall be paid an additional amount based upon the following schedule.

- Associate degree \$ .19/hour
- OR
- Bachelor's degree \$ .37/hour
- OR
- Master's degree \$ .47/hour
- AND
- EMT – I 3% OF Firefighter maximum hourly wage
- OR
- EMT – P 13% of firefighter maximum hourly wage for fifty-six (56) hour employees.  
18.2% of firefighter maximum hourly wage for forty (40) hour employees.

EMT – P School Reimbursement \$300.00/month (paid to personnel assigned to paramedic course by the department and after successful completion and certification, this is a one-time lump sum not to exceed \$4,200 per student.) This sum shall be awarded upon successfully passing the National Registry of Emergency Medical Technicians Paramedic test.

It is agreed that members hired prior to the start of this Agreement, who have not achieved Senior Status, who have earned the Certification of Firefighter Level I, II, or III, either prior to being hired by the CITY or after date of hire shall be paid an additional amount based on the following schedule. Members who receive compensation for an educational degree shall not receive this increase.

Firefighter I	\$ .08/hour
Firefighter II	\$ .10/hour
Firefighter III or other	\$ .12/hour

Members, who receive compensation for their Certifications of Firefighter I, II, or III, shall no longer receive that benefit once achieving Senior Status. They instead shall receive credit for their certifications toward Senior Status.

SECTION 7. Senior Status: Beginning Fiscal Year 08-09, all members who meet the following requirements shall be awarded Senior Status. Members achieving Senior Status shall receive a 5% increase in base wage.

**Mandatory Requirements:**

1. Time in service with the Coeur d’Alene Fire Department
  - a. Senior Firefighter – 5 years
  - b. Senior Engineer – 6 years total, 3 in rank
  - c. Senior Lieutenant – 8 years total, 3 in rank
  - d. Senior Fire Inspector – 8 years total, 3 in rank
  - e. Senior Captain – 10 years total, 3 in rank
  - f. Senior Division Chief – 12 years total, 3 in rank
  
2. The member requesting Senior Status will provide necessary documentation on the Senior Status form to the Fire Chief or his/her designee for review to determine eligibility. The Fire Chief or his/her designee shall within 10 business days of receiving Senior Status form forward approval to Human Resources for wage increase implementation using the first day of the pay period that the [REDACTED] or submittal date to the Chief falls within as the effective date. The Peer Fitness Trainers shall record and provide the Physical Fitness test results to the Fire Chief or his/her designee. Human Resources shall be notified if a member is no longer eligible by the Fire Chief or his/her designee.

3. Members receiving Senior Status must receive standard or above performance evaluations. Members who receive a below standard evaluation shall lose Senior Status. The 5% increase will be discontinued and only reinstated on the date the members' standard or above performance is re-established. Members who receive a below standard evaluation shall be re-evaluated quarterly, however, members shall not have their Senior Status reinstated until their next annual standard or above performance evaluation.
4. Members must pass the adopted Physical Fitness Standard in the initial year of eligibility. From the onset of Senior Status, the member must pass the Physical Fitness Standard three (3) out of every five (5) years. There must be a minimum of 12 months between passed tests. The Physical Fitness Standard shall be offered quarterly and may be taken multiple times in a single year. The Physical Fitness Standard shall be administered by the Coeur d'Alene Fire Department Peer Fitness Trainers and will be Combat Challenge in nature and consisting of the following:
  - a. Hose Drag (100' 1 3/4" ) Drag charged hose 100'
  - b. Hose Bundle (100' 2 1/2" ) Carry hose to the third story of the Training Tower
  - c. Hose Raise (50' 2 1/2" Donut roll) Raise hose with rope to the third floor
  - d. Forcible Entry prop – Use plastic sledge hammer to move sled 36"
  - e. Dummy Drag – Drag Adult Dummy 100'

Full personal protective equipment will be worn throughout the test.

The events must be completed consecutively and all events must be completed in no more than five (5) minutes and thirty (30) seconds.

**Elected Requirements:** Members must complete and maintain 4 out of 9 of the following requirements for their rank to receive Senior Status

#### **Firefighter**

- Firefighter I – must meet or exceed NFPA standards
  - \*(Members that have Firefighter I are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example - Quartermaster, GIS, Pre-plan-etc

#### **Engineer**

- Firefighter II – must meet or exceed NFPA standards
  - \*(Members that have Firefighter II are only required to have 2 of the following requirements)

- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example - Quartermaster, GIS, Pre-plan-etc

**Lieutenant**

- Fire Officer I - must meet or exceed NFPA standards
  - \*(Members that have Fire Officer I are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example - Quartermaster, GIS, Pre-plan-etc

**Fire Inspector**

- Fire Inspector I – must meet or exceed NFPA standards
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training Hours per year
- Certified Plan Reviewer
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years

**Captain**

- Fire Officer II – must meet or exceed NFPA standards
  - \*(Members that have Fire Officer II are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year

- Red Card Certified
- 250 Logged Training Hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example - Quartermaster, GIS, Pre-plan-etc

**Division Chief**

- Fire Officer III – must meet or exceed NFPA standards
  - \*(Members that have Fire Officer III are only required to have 2 of the following requirements)
- Haz/Mat Tech or Engine Boss or Ropes III or Ice Rescue Tech or Peer Fitness Trainer
- USAR Team Member
- 18 hours of Event time or 2 call backs per year
- Red Card Certified
- 150 Logged Training hours per year
- 18 hours of qualifying community service per year
- Completion of job related National Fire Academy class, on campus in Emmetsburg, Maryland, in the past 2 years
- Any pre-approved extra duties per Fire Chief or his designee; Example - Quartermaster, GIS, Pre-plan-etc

**Qualifying community service:**

- Mobile Santa
- MDA Fill the Boot, MDA Lock up, MDA Summer Camp
- Canned Food drive
- Any other Official Local 710 volunteer/community service activities
- Public Service Announcements
- Fire Prevention Week
- BMX helmet safety day
- Participation in Reading Programs – Library, Schools, etc.
- Career Day Presentations
- Community Service on Boards – School, NIC, KCPFMF, etc.
- Big Brothers/Big Sisters or Youth Mentor program
- Kootenai County Police and Fire Memorial Foundation Activities
- Member in Service Club – Kiwanis, Rotary, Toastmasters, etc.
- Roadside Clean up
- CDAFD Honor Guard Activities
- Member of Coeur d’Alene City Committee – CitiFit, Celebrations, etc.
- Any other Volunteer Activities Approved by the Fire Chief

**ARTICLE XXXII**  
**SOCIAL SECURITY OPTION**

When the UNION chooses to opt out of the Social Security tax, the CITY agrees to match the members percentage of wages, up to the maximum of the CITY's Social Security tax obligation per member. The CITY's maximum obligation shall be the CITY's tax percentage paid to the Social Security Administration when the UNION chooses to opt out of the Social Security system. These percentages of wages shall be placed in the allowable funds: (i.e. 457 plan, PERSI Choice plan, or yet to exist CITY offered retirement plan. The member shall choose the plan which he/she deems most appropriate.

If the Social Security tax is abolished, the CITY shall match the members percentage of wages, up to the maximum of the CITY's previous portion of the Social Security tax into the above allowable plans.

If the Union opts out of the Social Security tax, the Social Security Administration will refund the employee for an amount determined by the Social Security Administration. The City of Coeur d'Alene will also receive an identical refund. The City shall award each employee his/her portion of the City's (employer's) refund within 180 days, however these refunds should be dispersed without negative impact.

DATED this 19<sup>th</sup> day of January, 2010.

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Jake Bieker, President, Local 710

ATTEST:

\_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
Matt Tosi, Secretary, Local 710