

CONTRACT AMENDMENT No. 3

This CONTRACT AMENDMENT is made and entered into this 16th day of November, 2010 between the CITY OF COEUR D ALENE, hereafter referred to as “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 state of the economy (decreased revenues with no projection of an increase during FY 2010—2011) has presented a challenge in balancing the City budget for fiscal year (FY) 2010-2011.

Whereas, the City has again reduced expenses for FY 2009-2011 by, among other reductions, reducing travel and training line items, reducing overall operation and supplies costs, a hiring freeze on certain vacant positions, a reduction in capital expenditures, separation incentives, and a reduction in merit increases for department heads.

Whereas, the City has requested that all employees of the City who are entitled to a three percent (3%) cost of living increase on October 1, 2010, forego the 3% increase and accept a 1% cost of living increase.

Whereas, the City has agreed that it will not layoff employees during FY 2010-2011 for budget reasons if all employees agree to forego the 3% cost of living increase and accept a 1% cost of living increase.

Whereas, if all employees do not agree to the reduced cost of living increase, the City will have to explore layoffs in order to balance the FY 2010-2011 budget.

Whereas, the Department Heads and the City Council have agreed to accept the 1% cost of living.

Now therefore, the Parties agree to amend the contract between the City and the Union commencing October 1, 2008 (Resolution 08-047) and ending September 30, 2013, as amended on July 7, 2009 (Resolution No. 09-028) as follows:

ARTICLE II, SECTION 1

The parties agree to extend the term of the contract for two (2) years through FY 2014-2015.

ARTICLE XIII – PERSONNEL REDUCTION

The City agrees not to layoff union members in FY 2010-2011 for budget reasons.

ARTICLE XIV – SHIFT TRADES/CHANGES, SECTION 3 (New)

Assuming no additional cost to the City, the parties agree to undergo a trial period changeover to a 96 hour schedule from the current 48 hour schedule as follows:

- a. Effective January 1, 2011, the Coeur D’Alene Fire Department and CDAFF Local 710 will implement, on a trial basis, the 48/96 work schedule. The trial period shall be in effect until January 1, 2012. The trial period will allow both the Fire Department Administration and the Union Line staff the opportunity to evaluate the merits of the work schedule.
- b. If both the Fire Department Administration and the Union wish to continue the schedule past December 31, 2011, a membership vote to permanently change the schedule shall be conducted during the Union’s regularly scheduled union meeting in September.
- c. During the trial period, if the new schedule has a negative fiscal impact the Fire Chief may choose to revert back to the previous schedule.
- d. During the trial period, if the Union feels this schedule has a negative impact on its members, the Union may revert back to the previous schedule.
- e. If one of the parties elects to revert back, they shall give written 30 days notice to the other party.
- f. No member shall work more than 72 consecutive hours without the Fire Chief’s or his designee’s approval. Likewise, no member shall be mandatorily required to work more than 72 consecutive hours, unless in the event of a mutually agreed upon (between FD Administration and Union) fire department emergency.
- g. The 48/96 shift schedule is a three platoon system in which each employee will work two consecutive twenty-four hour shifts for a total of forty-eight hours (48), and have ninety-six (96) consecutive hours off duty (XXOOOOXXOOOO).
- h. A shift will consist of a 24 hour work period. A set will consist of two consecutive 24 hour work periods.
- i. Overtime will be in accordance with the current Collective Labor Agreement.
- j. In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work December 24th will be reassigned to work on December 23rd.
- k. The FLSA work cycle shall be changed from a 27day cycle to a 24 day cycle. If the 48/96 schedule is discontinued, the 24 day cycle shall return to a 27 day cycle.

ARTICLE XIX – INSURANCE COVERAGE, SECTION 1

The City will pay any medical insurance premium increase up to a maximum of 12% over the previous year, for FY 2010-2011 only, instead of the 7.5% maximum reflected in the current contract.

ARTICLE XIX – INSURANCE COVERAGE, SECTION 5

It is agreed that the City will provide Life Insurance for union members and dependents as follows:

| | |
|---------------------------------|----------|
| Employee Life Insurance | \$50,000 |
| Dependent Life Insurance | \$ 1,000 |
| Accidental Death, Employee Only | \$50,000 |

ARTICLE XXIII – WAGES, SECTION 1

Cost of Living Adjustment (COLA) for the union members for FY 2010-2011 only will be 1% instead of 3% as reflected in the current contract.

Effective October 1, 2013, the City will provide a Cost of Living Adjustments (COLA) increase based upon the July “Consumer Price Index (CPI)” for “all Urban Consumers” based upon the U.S. City average for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum. The City will pay an additional one-half percent (.5%) COLA if building permit fees for general building, plumbing, and mechanical permits as of July 1st of the preceding Fiscal Year equal or exceed \$1.3 million. For example, if general building, plumbing, and mechanical permit fees collected between July 1, 2012 and July 1, 2013 equal or exceed \$1.3 million, the City will provide a one-half percent (.5%) increase on October 1, 2013. Said permit fees are not dedicated for the purpose of providing these wage increases, but used only as an economic indicator that the economy is improving.

Effective October 1, 2014, the City will provide a Cost of Living Adjustments (COLA) increase based upon the July “Consumer Price Index (CPI)” for “all Urban Consumers” based upon the U.S. City average for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum. The City will pay an additional one-half percent (.5%) COLA if building permit fees for general building, plumbing, and mechanical permits as of July 1st of the preceding Fiscal Year equal or exceed \$1.3 million. For example, if general building, plumbing, and mechanical permit fees collected between July 1, 2013 and July 1, 2014 equal or exceed \$1.3 million, the City will provide a one-half percent (.5%) increase on October 1, 2014. Said permit fees are not dedicated for the purpose of providing these wage increases, but used only as an economic indicator that the economy is improving.

ARTICLE XXVII – TUITION REIMBURSEMENT

The City’s dedicated tuition reimbursement for IAFF employees will be increased from \$3,000 to \$5,000 annually.

NO FURTHER MODIFICATION:

The parties agree that the current contract between the parties, as herein amended, remains in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 16th day of November, 2010

CITY OF COEUR D’ALENE:

**COEUR D’ALENE FIREFIGHTERS LOCAL
NO.710, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS:**

Sandi Bloem, Mayor

Jake Bieker, President, Local 710

ATTEST:

Susan Weathers, City Clerk

Josh Sutherland, Secretary, Local 710