

COLLECTIVE LABOR AGREEMENT

OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2018



CITY OF BOISE



IAFF LOCAL 149

COLLECTIVE LABOR AGREEMENT
BETWEEN CITY OF BOISE AND INTERNATIONAL FIRE FIGHTERS LOCAL 149

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1 **COLLECTIVE LABOR AGREEMENT**

2 AGREEMENT made this 1st day of October 2014 between the CITY OF BOISE,
3 a municipal corporation of Idaho, hereinafter referred to as BOISE CITY, and the
4 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 149, hereinafter
5 referred to as the UNION.

6 WITNESSETH:

7 **ARTICLE 1. PREAMBLE**

8 WHEREAS, pursuant to the provisions of Idaho Code, Chapter 18, Title 44
9 (Session laws 1970, Chapter 138 as amended), BOISE CITY and the UNION have
10 reached agreement with respect to wages, rates of pay, working conditions and all other
11 terms and conditions of employment pertaining to the members employed by BOISE
12 CITY in various capacities.

13 WHEREAS, BOISE CITY and the UNION agree that the establishment and
14 maintenance of trust, harmony, efficiency, and job effectiveness are in the best interests
15 of BOISE CITY, the UNION and the public. Furthermore, it is agreed by both BOISE
16 CITY and the UNION that the successful resolution of problems is an important element
17 of their working relationship, and BOISE CITY and the UNION commit themselves to
18 the equitable and peaceful adjustment of any differences which may arise.

19 WHEREAS, BOISE CITY agrees to recognize the Department's Fire Fighters as
20 professional Fire Fighters dedicated to serving the citizens of Boise City; the UNION
21 agrees to support BOISE CITY in improving the safety of citizens and Fire Fighters to
22 the fullest extent possible.

23 WHEREAS, representatives of the UNION timely presented to BOISE CITY
24 written notice for a meeting for collective bargaining purposes pursuant to the provisions
25 of said Chapter 18, Title 44, Idaho Code (Session Laws 1970, Chapter 138); and

26 WHEREAS, representatives of BOISE CITY and the UNION have met and
27 conferred in good faith regarding wages, rates of pay, working conditions and all terms
28 and conditions of employment, and, as a result thereof, BOISE CITY and the UNION
29 desire to enter into a Collective Labor Agreement resolving such matters in favor of the
30 UNION and BOISE CITY for the period of October 1, 2014 through September 30,
31 2018; and

1 NOW, THEREFORE, in consideration of the foregoing recitals and the covenants
2 and agreements hereinafter provided, BOISE CITY and the UNION mutually agree as
3 follows:

4 **ARTICLE 2. GENERAL PROVISIONS**

5 **Section A. Term.**

6 This Collective Labor Agreement, hereinafter referred to and called
7 AGREEMENT, shall become effective October 1, 2014 and shall remain in full force and
8 effect through September 30, 2018, however, on or before April 1, 2017 either party
9 may request that the contract reopen solely on the issue of wages for the fourth year of
10 the contract. In the event the parties are unable to arrive at consensus the sole issue of
11 wages shall be the proper subject of Binding Fact Finding.

12 In agreeing to this forty-eight (48) month AGREEMENT, the parties agree that
13 the statutory notice provisions of Idaho Code §44-1804 and §44-1808 are separate and
14 distinct and further, that for purposes of preparation for the negotiation of a successor
15 AGREEMENT, the UNION may give timely notice of request for bargaining on matters
16 requiring appropriation pursuant to Idaho Code §44-1808, and may thereafter give
17 separate timely notice of request for a meeting for collective bargaining purposes
18 pursuant to Idaho Code §44-1804.

19 BOISE CITY agrees to the following conditions with respect to the negotiation of
20 a successor labor agreement:

- 21 1. That the amount specifically designated for the Fire Department of BOISE CITY in
22 the BOISE CITY's approved Budget for the 2018 fiscal year shall not alone be a
23 limiting consideration in satisfying the fiscal needs of a successor agreement
24 addressing the remainder of that fiscal year after the expiration of this AGREEMENT
25 on September 30, 2018; and
- 26 2. That serious, good faith consideration will be given to the application of all surplus
27 funds, undesignated funds, reserves and fund equity in satisfying the fiscal needs of
28 a successor agreement addressing all fiscal periods covered by the successor
29 agreement.

1 **Section B. Scope.**

2 BOISE CITY hereby recognizes the UNION as the sole and exclusive bargaining
3 agent for all Fire Fighters in the Fire Department of BOISE CITY pursuant to Chapter
4 18, Title 44, Idaho Code. For purposes of this AGREEMENT, the Fire Fighters in the
5 Fire Department of BOISE CITY shall mean all the paid members whose positions,
6 because of the duties required, are defined as Fire Fighter positions in Chapter 18, Title
7 44, Idaho Code, and shall specifically exclude the Fire Chief, Deputy Chiefs, Division
8 Chiefs, Finance Manager, Communications Coordinator, Administrative Supervisor, Fire
9 Technical Analyst and the administrative support staff. In the event a new position not
10 referenced above is created within the Fire Department of BOISE CITY during the term
11 of this AGREEMENT, representatives of BOISE CITY and the UNION shall immediately
12 meet and discuss whether the new position is appropriately within or without the
13 bargaining unit represented by the UNION. If the parties are unable to reach agreement
14 as to whether the new position falls within the definition of "Fire Fighter", as defined in
15 Idaho Code §44-1801(a), the dispute shall be submitted by the parties to arbitration for
16 unit clarification purposes pursuant to the provisions of Article 6. SPECIAL
17 PROVISIONS; Section A. Grievances; Subsection 3. Grievance Procedure.

18 The UNION shall allow one (1) part-time position within the Logistics Division to
19 conduct Self Contained Breathing Apparatus (SCBA) maintenance and repair work only.
20 The SCBA Technician position falls within the definition of "Fire Fighter" as defined in
21 Idaho Code §44-1801(a). The part-time SCBA Technician shall be a retired BOISE
22 CITY Fire Fighter and will only perform work related to the maintenance and repair of
23 SCBA.

24 **Section C. Definitions.**

25 For the purposes of this AGREEMENT, as used herein:

26 **Base Pay (Monthly) & Base Rate (Hourly/Bi-weekly Equivalent)** - As set forth on
27 Appendix A. PAY SCHEDULES; Schedule 1. Base Pay (Monthly).

28 **Call Back** - Earned when a member is called to return to duty as a result of an
29 emergency situation.

30 **Certification Rate** - Fifty-five hundredths percent (.55%) multiplied by that member's
31 years of service with the Fire Department of BOISE CITY multiplied by that member's

1 current Base Rate. Years of service includes continuous service with no breaks in
2 service due to separation or a subsequent rehire. Military leave is not considered a
3 break in service and thus is part of continuous service.

4 **Compensatory Time** - Time which is earned and accrued in lieu of monetary payment
5 for overtime worked, and which may be used or sold in accordance with the provisions
6 of this AGREEMENT. This includes both the pay categories known as compensatory
7 time and constant staffing.

8 **Composite Pay** - Shall be the bi-weekly pay that includes Base Rate plus the
9 Certification Rate multiplied by one hundred eight and sixty-two one hundredths
10 (108.62) hours per bi-week for shift duty members or multiplied by eighty (80) hours per
11 bi-week for Forty (40) Hour Workweek Members plus all Remunerations.

12 **Composite Rate** - Shall be an hourly rate that includes Base Rate plus the Certification
13 Rate plus all Remunerations.

14 **Fire Chief** - Shall mean the Fire Chief of the Fire Department of BOISE CITY or his/her
15 designee.

16 **FLSA Overtime Rate (calculation method)** - Shall be an hourly rate for shift duty
17 members that includes: Base Rate; Certification Rate; and all Remunerations; multiplied
18 by one hundred ninety-two (192) hours plus pager standby pay plus working out of class
19 pay which shall be divided by one hundred ninety-two (192) hours and multiplied by
20 one-half (.5).

21 **Forty (40) Hour Workweek Members (Day Crew)** - Members assigned to work a forty
22 (40) hour workweek schedule in any of the following divisions: Fire Prevention,
23 Logistics, or Training.

24 **Members** - Shall be all Fire Fighters in the Fire Department of BOISE CITY, as the term
25 Fire Fighter is defined in Chapter 18, Title 44 of the Idaho Code, and as further defined
26 in Article 2. GENERAL PROVISIONS; Section B. Scope.

27 **Overtime** - All work in excess of the regularly scheduled hours of work with the
28 exception of pay for pager standby.

29 **Overtime Rate** - Shall be equal to one and one-half (1.5) multiplied by the Composite
30 Rate.

1 **Remunerations** - Shall include Career Development Program Rate, Educational
2 Incentive Program Pay Rate, Specialty Team Pay Rate, Specialty Team Longevity Pay
3 Rate, and Paramedic-Fire Fighter Certification Rate.

4 **Shift** - Shall mean the 24-hour period of time that shift duty members are scheduled to
5 be on duty.

6 **Shift Duty Members** - Members ordinarily working fifty-four and thirty-one one
7 hundredths (54.31) average hours per week or one hundred eight and sixty-two one
8 hundredths (108.62) average hours per bi-week, such hours per week/bi-week to be
9 performed and executed through the existing three-platoon system.

10 **Sick Leave** - Shall mean leave for reasons of (1) personal illness, (2) personal injury
11 not arising in the course of employment, (3) quarantine, (4) illness of the member's
12 family necessitating the member's absence from duty, or (5) doctor appointments.

13 **Standard Rate** - Shall be an hourly rate to include the Base Rate plus the Certification
14 Rate.

15 **Tour** - Shall mean the combination of two (2) consecutive shifts which makes up a shift
16 duty member's schedule of 48-96.

17 **Vacancy** - An open position resulting from voluntary or involuntary termination,
18 retirement, death, promotion or demotion. Vacancies do not result from a reduction in
19 force, temporary assignment or special detail. When a temporary assignment or special
20 detail is made, BOISE CITY shall notify the UNION in writing.

21 **Section D. Discrimination.**

22 1. BOISE CITY and the UNION shall not discriminate against any member with respect
23 to a member's compensation, terms, conditions or privileges of employment because
24 of:

- 25 a. Activity on behalf of, or membership in, the UNION; or,
26 b. BOISE CITY is committed to providing equal employment opportunity for
27 all persons without regard to race, color, religion, gender, age, national
28 origin, sexual orientation, gender identity, disability, veteran status, or any
29 other applicable legally protected status for which reasonable
30 accommodations can be made; or,

1 c. Other factors which do not constitute bonafide occupational requirements.
2 It is the exclusive responsibility of BOISE CITY to determine bonafide
3 occupational requirements.

4 2. Grievance settlements relative to this provision, or arbitration awards if any, shall be
5 reduced by any amounts obtained by the affected employee as a result of any
6 administrative action before a Local, State or Federal Agency concerning the same
7 complaint, but only to the extent of cumulative damages pertaining to the same
8 types of relief obtained.

9 **Section E. Residency.**

10 Residency within the corporate limits of Boise City shall not be a condition of
11 employment or continued employment. However, if non-residency creates
12 circumstances affecting the operating efficiency or response capabilities of the Fire
13 Department of BOISE CITY, residency shall be a subject of renegotiation between the
14 UNION and BOISE CITY. The domiciling of Fire Department of BOISE CITY vehicles
15 shall be within a 21-mile distance from BOISE CITY limits for all vehicle assignments.

16 **Section F. Union Business.**

17 Up to three (3) members of the UNION's Contract Negotiation Committee shall
18 be allowed time off for all meetings with BOISE CITY for contract negotiations which
19 shall be mutually set by BOISE CITY and the UNION. In addition, the UNION may bring
20 other requests for time off for UNION conventions, seminars, and workshops and other
21 meetings of a similar nature to the attention of the Fire Chief. Where it is demonstrated
22 that attendance at such meetings will benefit BOISE CITY, the Fire Chief may, in his
23 discretion, grant time off with Composite Pay. BOISE CITY agrees to grant time off to
24 UNION officials when necessary to conduct UNION business with Fire Department of
25 BOISE CITY management and BOISE CITY officials.

26 Members of the UNION involved in lobbying during Legislative sessions shall be
27 granted reasonable time off for such activity that is beneficial to BOISE CITY and the
28 fire service whenever staffing is such that there will be no additional cost to BOISE
29 CITY.

1 **Section G. Semi-Monthly Service Charge.**

2 The UNION shall request present or future bargaining unit members to pay to the
3 UNION a semi-monthly service charge. For UNION members that service charge will
4 constitute that member's UNION dues, fees and assessments. The UNION shall
5 request each bargaining unit employee to sign and file with BOISE CITY a written
6 authorization approving this deduction, and remittance, from wages.

7 BOISE CITY agrees to deduct authorized semi-monthly service charges in
8 amounts specified by the authorized officer of the UNION, from the pay of bargaining
9 unit employees upon receipt of the written authorization from the employee. BOISE
10 CITY further agrees to transmit those amounts monthly to the UNION on or about the
11 first day of the month following such semi-monthly service charges are withheld from
12 the wage of each employee. The authorization from the employee shall remain in effect
13 until the employee gives written notice to BOISE CITY of revocation of the employee's
14 authorization.

15 The UNION agrees to give BOISE CITY a minimum of thirty (30) days written
16 notification prior to the payroll input date of any change in the semi-monthly service
17 charge.

18 **Section H. Strikes.**

19 Upon the consummation and during the term of this AGREEMENT, no member
20 covered by this AGREEMENT shall strike or recognize a picket line of any labor
21 organization while in the performance of the member's official duty.

22 **Section I. Management Rights.**

23 BOISE CITY shall retain the exclusive right to exercise the regular and
24 customary functions of management, including but not limited to directing the activities
25 of the Fire Department of BOISE CITY, determining levels of service and methods of
26 operation, including contracting of Fire Department of BOISE CITY services to other
27 agencies; the introduction of new equipment; the right to hire, lay-off, transfer and
28 promote; to discipline and to discharge its members for cause; to determine work
29 schedules and assign work; to determine the amount of apparatus in the main and
30 reserve fleet. Provided, that nothing in this Article shall nullify: (1) Any provisions

1 elsewhere in this AGREEMENT, or, (2) BOISE CITY's statutory obligation to negotiate
2 with the UNION pursuant to Chapter 18, Title 44, Idaho Code.

3 **Section J. Prevailing Rights.**

4 All rights, benefits and privileges held by members which are not included in this
5 AGREEMENT shall remain in force, unchanged and unaffected in any manner.

6 **Section K. Construction.**

7 This AGREEMENT has been negotiated and executed in compliance with the
8 provisions of Chapter 18, Title 44, Idaho Code. The terms and conditions hereof are
9 binding upon and govern and control the rights, benefits and privileges of each party,
10 and their successors and assigns, and inure to the benefit of the UNION and its officers
11 and constituents thereof.

12 **Section L. Saving Clause.**

13 If any provisions of this AGREEMENT or the application of such provision shall
14 be rendered or declared invalid by any court action or by reason of any existing or
15 subsequently enacted legislation, the remaining parts or portions of this AGREEMENT
16 shall remain in full force and effect. In such event, the parties agree to meet as soon as
17 is practicable to renegotiate the provision or provisions declared invalid.

18 **ARTICLE 3. WAGES**

19 **Section A. Base Rate.**

20 Base Rate of the members of the Fire Department of BOISE CITY shall be fixed
21 and paid as set forth in Appendix A. PAY SCHEDULES, attached hereto and
22 incorporated herein by attachment, and shall include an across the board increase of
23 two and one-half percent (2.5%) for a Base Rate adjustment retroactive to October 1,
24 2014. In addition, members shall receive annual across-the-board increases of three
25 percent (3.0%) effective October 4, 2015, and three and one-half percent (3.5%)
26 effective October 2, 2016. In exchange for moving the pay date from October 1 to the
27 biweekly pay date in 2015 and 2016, each member shall receive a one-time payment of
28 twenty dollars (\$20) in their October paychecks for the years 2015 and 2016.

29 **Section B. Career Development Program.**

30 Members are encouraged to seek opportunities to enhance their careers and
31 their professional development through a variety of educational and training

1 opportunities. Unless otherwise pre-approved by the Department Head, members are
2 responsible to pay the cost of the course work and complete the course work off duty.

3 1. Senior Fire Fighter. The Senior Fire Fighter will obtain a Step 1 increase upon
4 reaching one (1) year time in grade and upon successful completion of forty-eight
5 (48) hours course work in the Career Development Fire Officer Program. The Senior
6 Fire Fighter will receive Step 2 upon reaching three (3) years time in grade and upon
7 successful completion of an additional forty-eight (48) hours, (for a total of ninety-six
8 (96) hours) course work in the Career Development Fire Officer Program.

9 2. Captain. The Captain will obtain a Step 1 increase upon reaching one (1) year time
10 in grade and upon successful completion of six (6) credits of the course work in the
11 Career Development Chief Officer Program. The Captain will receive Step 2 upon
12 reaching three (3) years time in grade and upon successful completion of six (6)
13 additional credits (for a total of twelve (12) credits) of the course work in the Career
14 Development Chief Officer Program.

15 3. Battalion Chief. The Battalion Chief will obtain a Step 1 increase upon reaching one
16 (1) year time in grade and upon successful completion of sixty (60) hours continuing
17 education provided at least eight (8) hours is dedicated to each of the following
18 areas: management/leadership, communication, finance and human resources. The
19 Battalion Chief will obtain a Step 2 increase upon reaching three (3) years time in
20 grade and upon successful completion of one hundred (100) hours of continuous
21 education provided at least sixteen (16) hours is dedicated to each of the following
22 areas: management/leadership, communication, finance and human resources. As
23 an alternative to minimum hour's requirement in multiple areas, Battalion Chiefs may
24 attend the Executive Fire Officer program at the National Fire Academy and have
25 those hours credited towards the step raise hours.

26 Continuing education credit shall be provided on an hour-for-hour basis for
27 classes which have a target audience of mid-managers and/or executive managers,
28 which the member has paid for and taken on his/her own time.

29 <u>Rank</u>	<u>Step 1</u>	<u>Step 2 (additional 2%)</u>
30 Senior Fire Fighter	One percent (1%) of Base Rate	Three percent (3%) of Base Rate
31 Captain	One percent (1%) of Base Rate	Three percent (3%) of Base Rate

1 Battalion Chief One percent (1%) of Base Rate Three percent (3%) of Base Rate

2 Step 1 Carryover: A Senior Fire Fighter or Captain who has fulfilled the
3 requirements of Step 1:

4 1. When promoted, will receive one percent (1%) of their Base Rate; which will begin
5 the first day of the bi-week following promotion and,

6 2. Upon completion of the Step 1 requirements for Captain or Battalion Chief, will begin
7 receiving an additional one percent (1%) of their Base Rate; which will begin the first
8 day of the bi-week following promotion and,

9 3. Upon completion of the Step 2 requirements for Captain or Battalion Chief, will begin
10 receiving an additional two percent (2%) of their Base Rate which will begin the first
11 day of the bi-week following promotion.

12 Step 2 Carryover: A Senior Fire Fighter or Captain who has fulfilled the
13 requirements of Step 2:

14 1. When promoted, will receive three percent (3%) of their Base Rate; which will begin
15 the first day of the bi-week following promotion and,

16 2. Upon completion of the Step 1 requirements for Captain or Battalion Chief, will begin
17 receiving an additional one percent (1%) of their Base Rate; which will begin the first
18 day of the bi-week following promotion and,

19 3. Upon completion of the Step 2 requirements for Captain or Battalion Chief, will begin
20 receiving an additional two percent (2%) of their Base Rate. which will begin the first
21 day of the bi-week following promotion.

22 Step raises may not be attained for a previously held rank.

23 **Section C. Certification Rate.**

24 The Certification Rate shall include Emergency Medical Technician, Emergency
25 Vehicle Technician, and Idaho State Fire Inspector.

26 Members are qualified to receive the Certification Rate upon receipt and
27 maintenance of job related certification. Members assigned to Operations and Training
28 will be qualified for the Certification Rate upon certification as an Idaho Emergency
29 Medical Technician (EMT). Members assigned to Logistics will qualify upon certification
30 as an Emergency Vehicle Technician (EVT). Members assigned to Fire Prevention will
31 qualify upon certification as an Idaho State Fire Inspector (ISFI). Members transferring

1 to an assignment without the required certification will be allowed two (2) years to earn
2 the necessary certification without loss of the Certification Rate. Day crew members
3 who are also members of a Specialty Team may elect to maintain their EMT certification
4 but will be compensated for only one (1) certification. Any day crew member whose
5 EMT certification has lapsed shall not be permitted to recertify as an EMT until assigned
6 to the Operations or Training Division.

7 Upon a member's loss of certification, that member shall lose the entitlement to
8 further Certification Rate increases until such time that valid recertification is obtained.
9 Should a member fail to obtain recertification after taking the recertification exam for the
10 second time, that member will forfeit ten percent (10%) of that member's earned
11 Certification Rate due, and shall continue to forfeit an additional ten percent (10%) of
12 that member's Certification Rate due for each subsequent time the recertification exam
13 is failed. Upon gaining recertification, the member shall receive the Certification Rate at
14 the rate in effect when certification was lost, including any anniversary increases which
15 occurred during loss of certification.

16 The first payroll period following the qualified member's anniversary date with the
17 Fire Department of BOISE CITY shall be the effective date for receiving a fifty-five
18 hundredths percent (.55%) Certification Rate increase of the member's Base Rate for
19 each subsequent qualifying year of service in the Fire Department of BOISE CITY,
20 recognizing the increasing proficiency which accrues with increased years of service.

21 BOISE CITY and the UNION agree that job-related certification is a condition of
22 employment and a continuing program. BOISE CITY will provide all the training classes
23 necessary for certification or recertification during the member's regular working hours.

24 **Section D. Overtime.**

25 1. Overtime is defined as all work in excess of the regularly scheduled hours of work
26 and shall be compensated at the Overtime Rate.

27 a. Up to thirty (30) minutes shall be deemed to be one-half (½) hour over-
28 time.

29 b. Over thirty (30) minutes in each hour shall be deemed one (1) hour
30 overtime.

- 1 2. At the request of the member, the Fire Chief may provide that, in lieu of monetary
2 payment for overtime, the member will earn compensatory time at one and one-half
3 (1.5) times hours worked. Otherwise, all overtime earned by a member will be paid
4 as part of their regular paycheck at the Overtime Rate. A member, may receive
5 payment of some or all accumulated compensatory time as part of the annual
6 selldown outlined in Article 4. MEMBER BENEFITS; Section A. Vacations;
7 Subsection 8. Annual Selldown.
- 8 3. The maximum total accrual for compensatory time shall at no time exceed four
9 hundred (400) hours.
- 10 4. A member ordered to remain on duty pending the arrival of the member's relief shall
11 be paid at the Overtime Rate from the regular shift change time until properly
12 relieved.
- 13 5. Overtime shall be distributed as follows:
- 14 a. Overtime, in the Operations Division, shall be distributed as equally as
15 practicable, except:
- 16 i. To fill a position in an emergency situation.
- 17 ii. For staffing requirements for Paramedic Engines, the Dive
18 Company, the Technical Rescue Company, the Hazardous
19 Materials Company, and the ARFF Company when a sufficient
20 number of certified members are not available.
- 21 iii. For three (3) hour blocks of leave.
- 22 b. Overtime for all other Divisions shall be first distributed to those members
23 within the same rank and Division as equally as practicable. For all
24 Divisions except Operations, a list of qualified members shall be
25 established for overtime consideration. The distribution of overtime shall
26 be based upon the need of the department.
- 27 6. FLSA Overtime. For calculation of FLSA Overtime, the hours paid will be calculated
28 at the FLSA Overtime Rate. The Standard FLSA period is 182 hours (in a 24-day
29 cycle). Sick Leave, Kelly Days, Court and Jury Leave, Military Leave, Service Sick,
30 Extended Sick Leave, Leave Without Pay, and/or Bereavement Leave used by a

1 member during the FLSA period shall not count as hours worked when making the
2 calculation.

3 **Section E. Call Back.**

4 Call back shall be paid at the Overtime Rate and shall start once the member has
5 received the call to report to work, so long as the member leaves his or her present
6 location to proceed to the emergency call back location. A member called to work at a
7 time other than that member's scheduled work shift shall be credited with a minimum of
8 three (3) hours at the Overtime Rate unless such time is continuous with his or her
9 scheduled work day. In that case, the member shall be paid for the actual call back
10 worked to the nearest one-half ($\frac{1}{2}$) hour at the Overtime Rate. On-Call Safety Officers
11 that are paged, respond to an emergency location, or are cancelled en-route, shall be
12 paid for the actual call back worked to the nearest one-half ($\frac{1}{2}$) hour at the Overtime
13 Rate.

14 **Section F. Working Out of Classification (WOC).**

15 A member covered by this AGREEMENT shall, when authorized to carry out the
16 duties of a position of a higher rank, receive the difference in pay between the average
17 Standard Rate of all members in the rank that member fills and the average Standard
18 Rate of all members in the rank of the member's current rank. For members in the Fire
19 Fighter rank the additional pay shall be the difference between the average Standard
20 Rate of all members in the rank that the member fills and the average Standard Rate of
21 all members in the Fire Fighter I, II, and III rank. This Rate will be re-calculated and
22 applied annually in conjunction with the first month in the new fiscal year. Working out of
23 class is included in the FLSA Overtime Rate. Battalion Chiefs may not work out of rank
24 as Senior Fire Fighter or Fire Fighter.

25 In the absence of the Deputy Chief Fire Marshal, the Assistant Fire Marshal or
26 the Fire Chief will assume the duties of the Deputy Chief Fire Marshal. In the absence of
27 both the Deputy Chief Fire Marshal and the Assistant Fire Marshal, a Captain Fire
28 Prevention, when authorized to carry out the duties of the Deputy Chief Fire Marshal,
29 shall receive the difference in pay between the average Standard Rate of all the
30 members in the Captain Fire Prevention rank and the Deputy Chief Fire Marshal. A

1 Captain Fire Prevention shall not be compensated at the above rate for pager stand-by
2 or for overtime spent performing their Captain Fire Prevention duties.

3 **Section G. Mileage for Station Changes.**

4 If any member is required to use a personal vehicle to change that member's
5 working place from that to which the member reported for duty, the member shall be
6 entitled to mileage at the prevailing BOISE CITY rate for the distance traveled. Payment
7 for travel mileage shall be included on the member's regular paycheck.

8 **Section H. Court and Jury Leave.**

9 Any member who is directed by proper authority to serve on jury duty, or to
10 appear as a witness in any judicial or administrative proceeding involving job-related
11 matters while on duty, shall not be considered absent from duty, and shall be
12 considered to be on Court/Jury leave with Composite Pay, so long as that member shall
13 have provided his superior with prior notice of such obligation. A member who is on
14 scheduled leave and who is required to serve on jury duty or as a witness may elect to
15 return to shift duty for that period during which the member is serving on jury duty or as
16 a witness.

17 Whenever a member has been directed by the Fire Chief to appear as a witness,
18 or has been subpoenaed as a witness in connection with a matter arising out of the
19 course of that member's employment with BOISE CITY, and is required to respond to
20 such subpoena on a scheduled day off, the member shall receive pay at the Overtime
21 Rate.

22 Members serving on jury duty or as witnesses who physically report for such duty
23 and who are released in the first half of their work shift shall contact their supervisors for
24 instructions to return to work; however, members so released, who will be required to
25 continue court/jury duty the morning following their evening shifts will be granted the
26 evening off so as to be ready for jury duty the next morning.

27 Members who are involved in suits against the BOISE CITY as plaintiffs, or who
28 are parties to such suits, shall pursue such suits off-duty.

29 **Section I. Separation.**

30 When a non-probationary member terminates employment for any reason, the
31 member will receive pay in accordance with that member's wage schedule, together

1 with any and all final compensation due. Payment will occur on that member's next
2 regular bi-weekly paycheck in which the separation date coincides with the payday, or
3 within ten (10) days (excluding weekends/holidays), whichever is sooner. Final
4 compensation is calculated as follows: the member's number of regular scheduled shifts
5 worked (includes leave time) in the separation bi-week will be divided by the number of
6 regular scheduled shifts in the separation bi-week then multiplied by the average hours
7 per bi-week, as outlined in Article 5. HOURS OF WORK; Section A. Shift Duty Members
8 or Section B. Forty (40) Hour Workweek Members, then multiplied by the Composite
9 Rate. Sick and vacation accruals that are earned during the month of separation will be
10 calculated as follows: the member's number of regular scheduled shifts worked
11 (includes leave time) in the separation month will be divided by the number of regular
12 scheduled shifts in the separation month then multiplied by the monthly accrual as
13 outlined in Article 4. MEMBER BENEFITS; Section A. Vacations and
14 Section C. Sick Leave. Other final settlements will occur in accordance with this
15 AGREEMENT.

16 **Section J. Vacancies.**

- 17 1. A vacancy shall be filled within thirty (30) calendar days following the date the
18 position is vacated. The filling of the position shall be from the list of eligible
19 applicants/candidates. Filling of a vacant position may be delayed by mutual
20 agreement of BOISE CITY and the UNION because of reorganization or other
21 reasons where the position may not be maintained.
- 22 2. When hiring probationary Fire Fighters for replacement, BOISE CITY will be allowed
23 a forty-five (45) calendar day grace period to allow for qualification examinations and
24 the possibility that additional probationary Fire Fighters may be hired to provide a
25 training class of more than one (1) Fire Fighter. During this forty-five (45) calendar
26 day grace period, if additional replacements appear imminent, the grace period may
27 be extended upon mutual consent of BOISE CITY and the UNION.

28 **Section K. Pager Standby.**

29 When assigned by the Fire Chief, one (1) Captain Training Officer qualified as a
30 Safety Officer, one (1) Captain Fire Prevention assigned to the Fire Investigation Unit,
31 and one (1) Captain Logistics may be assigned to carry a pager when off duty for the

1 purpose of responding when called. Pager Standby is paid at the Standard Rate. Pager
2 Standby compensable time shall be as follows:
3 1. Monday through Friday: Two (2) hours.
4 2. Saturday, Sunday and Holidays: Four (4) hours.

5 **ARTICLE 4. MEMBER BENEFITS**

6 **Section A. Vacations.**

7 Members shall be entitled to vacation at the Composite Pay in accordance with
8 the following schedule and requirements:

9 1. Members Assigned to Shift Duty:

10 <u>Years of Employment</u>	<u>Monthly Accrual</u>	<u>Maximum Accumulation</u>
11 Less than 5 years	18 hours	280 hours
12 5 years but less than 10 years	21 hours	312 hours
13 10 years but less than 15 years	23 hours	336 hours
14 15 years but less than 19 years	27 hours	360 hours
15 19 years and over	27 hours	520 hours

16 There shall be a sufficient amount of hours available before usage occurs.
17 Balances may not go into the negative. Shift duty members will use vacation leave in
18 thirty (30) minute increments. All other members will use vacation leave at the rate of
19 actual hours used.

20 A conversion factor of .736 shall be used for shift duty members transferring to a
21 forty (40) hour workweek schedule in any of the following divisions: Fire Prevention,
22 Logistics, or Training.

23 2. Members Assigned to Forty (40) Hour Workweek schedule:

24 <u>Years of Employment</u>	<u>Monthly Accrual</u>	<u>Maximum Accumulation</u>
25 Less than 5 years	9 hours	206 hours
26 5 years but less than 10 years	11 hours	230 hours
27 10 years but less than 15 years	13 hours	247 hours
28 15 years but less than 19 years	16 hours	265 hours
29 19 years and over	16 hours	383 hours

30 A conversion factor of 1.36 shall be used for Forty (40) Hour Workweek Members
31 transferring to a Shift Duty schedule.

1 3. Probationary members must have completed six (6) months of continuous service to
2 BOISE CITY in order to use vacation leave. Probationary members begin accruing
3 vacation leave upon date of hire and will be credited their accumulated vacation
4 accrual balance upon completion of six (6) months of service. An accrual amount
5 equivalent to six (6) months plus one bi-weekly accrual will be credited to the
6 member and shall be effective from the date of hire.

7 Probationary members may use sick leave immediately. Probationary members
8 begin accruing sick leave upon date of hire. An accrual amount equivalent to one bi-
9 weekly accrual will be credited to the member and shall be effective from the date of
10 hire.

11 If probationary members do not complete six (6) months of continuous service
12 with BOISE CITY, vacation and sick balances will not be paid out.

13 4. Vacation/Compensatory time shall be used in blocks of time as follows: 0800-2200
14 (any three (3) hour block within this period); 2200-0800; or a twenty-four (24) hour
15 block.

16 5. For Shift Duty Members, a formula shall be utilized to calculate the number of
17 members that are allowed vacation, Kelly Day, Union Pool or compensatory time.
18 The formula is the average number of authorized Fire Fighter positions per shift
19 (averaged between shifts) divided by a factor of seven and one-half (7.5). There will
20 be no rounding up of numbers from the formula. The product must reach a whole
21 number to allow the next increase in the number of members allowed time off. In the
22 event of an increase in authorized Fire Fighter positions (such as hiring for a new
23 company, increasing staffing levels, etc.), the number of members allowed time off
24 will be adjusted effective on the date of hire. Early hiring for a pending recruit
25 academy/carrying extra positions will not require an adjustment. Likewise, in the
26 event of a decrease in authorized Fire Fighter positions (such as a reduction in
27 force, discontinuation of the Boise-Whitney or Boise-North Ada County Fire and
28 Rescue (NACFR) service Agreements, etc.), the number of members allowed off will
29 be adjusted effective on the day of the reduction.

30 Example: As of September 1, 2014 there are two hundred forty-eight (248)
31 authorized Fire Fighter positions assigned to suppression, divided by three (3) platoons,

1 equals eighty-two and two-thirds (82.66) members per shift. Eighty-two and two-thirds
2 (82.66) divided by seven and one-half (7.5) equals eleven and two hundredths (11.02).
3 The Fire Chief may, at his sole discretion, allow additional members time off subject to
4 the conditions: 1) that no additional cost to BOISE CITY through minimum staffing or
5 call back of non-scheduled members is realized, and 2) that the Fire Chief may wait
6 until the day requested to approve the time off.

7 6. Members assigned to Training and Logistics shall be limited to two (2) members off
8 duty for vacation, Kelly Day or compensatory time in each respective division at any
9 one time. Three (3) members assigned to Training and Logistics shall be allowed
10 vacation, Kelly Day or compensatory time off for the following: Christmas Eve, the
11 day after Christmas (if a regular work day), the day prior to and the day after
12 Thanksgiving, the Friday before and the Tuesday after Memorial Day, and the Friday
13 before and the Tuesday after Labor Day. Members assigned to Fire Prevention shall
14 be limited to three (3) members off duty for vacation, Kelly Day or compensatory
15 time at any one time. Scheduled vacation leave, Kelly Day, compensatory time off or
16 Holiday Leave on the 3rd and 4th of July shall be limited to two (2) members off. The
17 Fire Chief may, at his sole discretion, allow additional members time off.

18 7. Members who initiate a request for reassignment from one fire duty shift to another
19 will not be assigned the same scheduled vacation, Kelly Day or compensatory time
20 days unless the previously scheduled dates are available without any additional cost
21 to BOISE CITY through minimum staffing or call back of non-scheduled members. In
22 the event that the reassigned member so requests, the member shall be allowed to
23 select, based upon the seniority of the member transferred and any other Fire
24 Department of BOISE CITY vacation selection guidelines, from the dates made
25 available for vacation, Kelly Day or compensatory time off as a result of the
26 reassignment. Members promoted, voluntarily responding to a Fire Department of
27 BOISE CITY request, or involuntarily reassigned from one shift to another shall not
28 be denied the opportunity to take vacation, Kelly Day or compensatory time off on
29 the scheduled dates approved prior to the date of the reassignment.

30 8. Annual Selldown. Members may annually elect to receive payment, during the
31 following year, for accrued vacation or compensatory time.

1 The election for accrued vacation and compensatory time shall be stated as a
2 percentage of the accrual hour balance(s) for each accrual category. If this
3 percentage calculation does not result in a decimal place to at least the one-half (.5)
4 hour, then hours sold shall be rounded up to the nearest on-half (.5) hour. Accrued
5 vacation time may be elected up to a maximum of two hundred four (204) hours for
6 Shift Duty Members and up to a maximum of seventy (70) hours for Forty (40) Hour
7 Workweek Members. All accumulated compensatory time in excess of a total of forty
8 (40) hours for overtime and in excess of a total of forty (40) hours for constant
9 staffing will automatically be paid. Selldown will be paid at the current Standard Rate
10 for vacation hours and at the current Composite Rate for compensatory hours in
11 effect at the time of selldown, in a regular payroll check prior to November 30th of
12 each year. Whenever a member reaches between eighty percent (80%) and one
13 hundred percent (100%) of their maximum vacation accrual, BOISE CITY shall send
14 an email to the member notifying the member of such accumulation. The
15 notifications shall occur on the day of the accrual and shall continue until the
16 member's vacation accrual drops below eighty percent (80%) or equals one hundred
17 percent (100%).

18 The above requirements regarding compensatory time have been
19 instituted to avoid the tax implications of constructive receipt which would require
20 that the member be taxed immediately upon earning the compensatory time. It is
21 the parties' belief that the above agreement will allow members to accumulate
22 compensatory hours with taxes only being assessed when the compensatory
23 hours are paid.

24 **Section B. Holidays.**

25 1. Members shall be entitled to ten (10) holidays as follows:

- 26 1) New Year's Day
- 27 2) Martin Luther King Jr.'s Birthday
- 28 3) President's Day
- 29 4) Memorial Day
- 30 5) Independence Day
- 31 6) Labor Day

- 1 7) Columbus Day (Floating Holiday for Day Crew)
- 2 8) Veteran's Day
- 3 9) Thanksgiving Day
- 4 10) Christmas Day

5 The Forty (40) Hour Workweek Member will receive holiday pay for the number
6 of hours the member is regularly scheduled. The Floating holiday for a Forty (40) Hour
7 Workweek Member is earned and taken based on the number of hours the member is
8 regularly scheduled.

9 In addition, members shall be entitled to a holiday (designated as such) approved
10 by Congress. If a new holiday is designated by Congress, then during the next fiscal
11 year and all subsequent years, each shift duty member will be entitled to eight (8) hours
12 of vacation leave, to be added to their vacation accrual balance in the bi-weekly pay
13 period in which the new holiday falls and all subsequent pay period accruals will be
14 adjusted to accrue an additional eight (8) hours of vacation leave annually.

15 2. When a Forty (40) Hour Workweek Member is required to work on a holiday all such
16 hours worked shall be Overtime. Members assigned to a Forty (40) Hour Workweek
17 schedule will use the floating holiday at any time prior to December 31st in the year
18 in which it is accrued. A floating holiday shall not be considered overtime and those
19 members who take time off for the floating holiday during the calendar year in which
20 it is accrued shall do so in conformity with the requirements of Article 4. MEMBER
21 BENEFITS; Section A. Vacations; Subsection 6.

22 **Section C. Sick Leave.**

23 1. A member shall be entitled to sick leave at the Composite Rate. All members shall
24 be allowed to accumulate eight (8) hours of sick leave for each month of service,
25 commencing with their first day of the bi-weekly pay period following their first day of
26 employment with the Fire Department of BOISE CITY. There shall be a sufficient
27 number of hours available before usage occurs. Balances may not go into the
28 negative.

29 2. In the event of extreme cases of illness or injury, the Fire Chief, upon investigation,
30 may grant extended sick leave benefits for cause, provided the member has
31 enrolled, applied, and been approved for Long-Term Disability Insurance (Article 4.

1 MEMBER BENEFITS; Section F. Insurance. Subsection 5. Long-Term Disability
2 Insurance). Members who apply for Long-Term Disability, but are denied enrollment,
3 will not be considered ineligible for the extended sick leave benefit solely for that
4 reason. Extended sick leave benefits shall only be available once the member has
5 exhausted all of his/her BOISE CITY provided paid leave (includes without limitation
6 sick, vacation, compensatory time, and Kelly Days), and will continue to be
7 exhausted as accrued on extended sick leave. In the event retroactive pay for Long-
8 Term Disability Insurance covers a period during which extended sick leave was
9 received, the member shall reimburse BOISE CITY for the value of the extended
10 sick leave pay made by BOISE CITY for which payment was received. The
11 reimbursement shall occur through a payroll deduction or as otherwise agreed to in
12 writing between BOISE CITY and the member.

13 Extended sick leave is granted at the sole discretion of the Fire Chief. The Fire
14 Chief may consider numerous factors in making the decision to grant extended sick
15 leave including, but not limited to: the member's past patterns and usage of sick leave,
16 economic factors, Long-Term Disability Insurance, length of time the member will be off,
17 and the willingness of the membership to assist with coverage.

18 Members who are granted extended sick leave shall receive Composite Pay,
19 which specifically excludes overtime. Under long-term disability, the employee receives
20 sixty-six and two-thirds percent (66.66%) of their Base Rate, before applicable FICA
21 taxes. The extended sick leave benefit extended to a Member will be thirty-three and
22 one-third percent (33.33%) of the employee's Composite Pay, which specifically
23 excludes overtime. At no time will the member receive more than one hundred percent
24 (100%) of their Composite Pay, excluding overtime, when long-term disability and
25 extended sick leave benefits are combined. BOISE CITY granting of extended sick
26 leave will be done within the confines of applicable laws, including, but not limited to the
27 Americans with Disabilities Act, Family and Medical Leave Act, and Idaho's Workers
28 Compensation law.

29 3. Shift Duty Members will use sick leave at the rate of one-half (.5) of the actual hours
30 used (i.e. twelve (12) hours sick leave per twenty-four (24) hour shift) or any portion of

- 1 a shift, in thirty (30) minute increments. All other members will use sick leave at the
2 rate of actual hours used.
- 3 4. BOISE CITY and the UNION agree that sick leave utilization shall be allowed only in
4 cases of sickness or injury of a member or authorized family members or disability of
5 the member. Improper use of sick leave is just cause for disciplinary action, and
6 improper use of sick leave will be charged as leave without the Composite Rate.
7 Members shall fully cooperate with person(s) designated by the Fire Chief to review
8 sick leave utilization.
- 9 5. Shift Duty Members are required to provide the Fire Chief with a written statement
10 certifying that the absence from work was due to sickness or injury of a member or
11 authorized family member after three (3) consecutive shifts. Forty (40) Hour
12 Workweek Members are required to provide the Fire Chief with a written statement
13 certifying that the absence from work was due to sickness or injury of a member or
14 authorized family member after five (5) consecutive days. Members may also be
15 required to provide the Fire Chief with a written statement certifying that the absence
16 from work was due to sickness or injury of a member or authorized family member
17 under any of the following conditions:
- 18 a. Sick leave utilization on a holiday or within forty-eight (48) hours prior to or
19 after a holiday for Shift Duty Members or the work day prior to or after a
20 holiday for Forty (40) Hour Workweek Members.
 - 21 b. Sick leave utilization the shift prior to or after vacation, Kelly Day,
22 compensatory time or union pool time for Shift Duty Members or the work
23 day prior to or after vacation, Kelly Day, compensatory time or union pool
24 time for Forty (40) Hour Workweek Members.
 - 25 c. Sick leave utilization on Regular Duty Trades (RDTs) days by the member
26 covering a RDT.
 - 27 d. When the Fire Department of BOISE CITY has reason to believe there is
28 abuse of sick leave.
- 29 6. BOISE CITY will, in the event of an injury to a member incurred in the course of duty
30 or employment, pay the injured member the difference between that member's
31 Composite Pay in effect at the date of injury and compensation awarded to the

1 injured member pursuant to the provisions of §72-401 et. seq. Idaho Code. The
2 obligation of BOISE CITY to pay the foregoing difference shall cease when any of
3 the following first occur:

- 4 a. Release by a physician for return to duty as approved by the Industrial
5 Commission; or
- 6 b. The time fixed by the Industrial Commission for receipt of permanent
7 disability benefits, whether such be for partial disability or total disability; or
- 8 c. Retirement pursuant to the provisions of the Idaho Code.

9 It is acknowledged that benefits received by an injured member pursuant to the
10 Workers' Compensation Law of Idaho are computed on a seven (7) day week without
11 regard to Sundays, holidays and working days, and it will therefore be necessary to
12 relate such benefits to a bi-weekly basis as required by the Ordinances of Boise City.
13 Employees will continue to accrue sick leave and vacation while on workers
14 compensation.

15 7. Members shall also be entitled to the benefits provided in the Family Medical Leave
16 Act (FMLA).

17 **Section D. Accumulated Sick Leave (ASL).**

18 A member who has accumulated sick leave at the time of his/her retirement shall
19 receive fifty-five percent (55%) of ASL at the Standard Rate to be transferred or
20 available for transfer in accordance with the applicable provisions of the HRA-VEBA
21 (Article 4. MEMBER BENEFITS; Section G. HRA-VEBA).

22 A member who has accumulated sick leave at the time of his/her death shall
23 receive payment at fifty-five percent (55%) of ASL at the Standard Rate. For those who
24 die in the line of duty, payment will be made to the beneficiary at one hundred percent
25 (100%) of accumulated hours at the Composite Rate.

26 **Section E. Bereavement.**

27 BOISE CITY will permit two (2) full shifts off at the Composite Rate for Shift Duty
28 Members and three (3) eight (8) hour days off at the Composite Rate for Forty (40) Hour
29 Workweek Members, or more if determined to be appropriate by the Fire Chief, for
30 deaths occurring in the member's family. "Family" shall include:

- 31 1. Spouse; or

- 1 2. Children, stepchildren, grandchildren, guardian children; or
- 2 3. Member's or spouse's parents; or
- 3 4. Member's or spouse's siblings and spouses; or
- 4 5. Member's or spouse's grandparents.

5 **Section F. Insurance.**

6 Terms regarding health care coverage provided by the Health Care Trust is
7 memorialized in a Memorandum of Agreement between BOISE CITY, the UNION and
8 the International Brotherhood of Police Officers Local 486.

- 9 1. Definition of Coverage. As used in this Section, the term coverage shall refer to any
10 and all plan provisions affecting either the amount of or availability of benefits,
11 including, without limitation, any and all plan provisions relating to the percentage of
12 coverage available, deductibles, co-insurance, eligibility requirements and
13 exclusions.
- 14 2. Benefit Eligibility. Benefit eligibility begins on the first day of the month following the
15 date of hire.
- 16 3. Medical and Dental Insurance. BOISE CITY agrees to provide medical and dental
17 insurance coverage pursuant to the plans set forth in the UNION's Health Care
18 Trust. Members agree to pay the employee share as set forth in the UNION's Health
19 Care Trust.
- 20 4. Life Insurance. BOISE CITY agrees to provide life insurance coverage and pay one
21 hundred percent (100%) of the premiums as follows:
 - 22 a. Member's life insured at one (1) times the member's annualized Base
23 Rate;
 - 24 b. Member's spouse's life insured at five-thousand dollars (\$5,000);
 - 25 c. Member's dependent children's lives insured at twenty-five hundred
26 dollars (\$2,500) each.

27 Members who desire to purchase supplemental coverage for themselves, up to a
28 maximum of four (4) times their annualized Base Rate, may do so by paying the age-
29 rated premium in effect at the time of purchase.

1 5. Long-Term Disability Insurance. BOISE CITY shall make available to members a
2 long-term disability plan. Enrollment in this plan shall be voluntary, and premiums for
3 this coverage shall be paid entirely by participating members.

4 6. Retiree's Life Insurance. BOISE CITY shall provide life insurance for all retirees and
5 pay one hundred percent (100%) of the premiums for ten-thousand dollars
6 (\$10,000). For the purposes of this paragraph, retirees are defined as those
7 receiving retirement benefits from the Public Employee Retirement System of Idaho
8 (PERSI).

9 7. Flexible Spending Account. Members shall be eligible to participate, at their option,
10 in BOISE CITY's flexible spending account program. Members participating in the
11 traditional health insurance option, set forth in the UNION's
12 Health Care Trust, shall receive twenty-five dollars (\$25.00) per month into their
13 Flexible Spending Account paid for by the UNION's Health Care Trust.

14 **Section G. HRA-VEBA.**

15 BOISE CITY and UNION agree to participate in an Internal Revenue Code
16 501(c)(9) HRA-VEBA. The plan shall provide each member with an individual account to
17 provide for post-employment health benefits.

18 1. Provisions applicable to both PERSI and FRF Fire Fighters: A monthly payment of
19 four and one-half percent (4.5%) of the member's Standard Rate multiplied by two
20 thousand eight hundred twenty-four annual hours (2,824) divided by twelve (12)
21 months for Shift Duty Members or two thousand eighty annual hours (2,080) divided
22 by twelve (12) months for Forty Hour (40) Workweek Members, shall be made into
23 the UNION's Health Care Trust. The UNION agrees that the two and one-half
24 percent (2.5%) increase will be used in calculating Standard Rate in future
25 negotiations for purposes of total wage compensation analysis only and shall not
26 change the amount of Standard Rate for any other purpose.

27 2. Provisions applicable to PERSI Fire Fighters only: Each Fire Fighter shall contribute
28 accrued sick leave, in excess of six hundred (600) hours, into their HRA-VEBA
29 account in January of each year. Value of the excess hours used for the HRA-VEBA
30 will be determined using the sick leave balances from the last day of the bi-weekly
31 pay period of the calendar year. Payment shall be made in the second (2nd) bi-

1 weekly pay period of January at the rate of seventy percent (70%) of each member's
2 Standard Rate on the last day of the last bi-weekly pay period of the calendar year.
3 The hours and value transferred to the HRA-VEBA will be removed from the ASL for
4 each participant.

5 **Section H. Deferred Compensation.**

6 Acknowledging that a referendum was held resulting in the loss of Social Security
7 coverage for member(s), BOISE CITY shall, in lieu of paying Social Security employer
8 contributions, pay up to six and two-tenths percent (6.2%) of bi-weekly wages, that
9 would have been subject to Social Security taxes prior to Social Security withdrawal, up
10 to the maximum Social Security taxable earnings amount, into the following account:
11 PERSI choice 401(k) plan provided the member establishes an account and makes a
12 one percent (1%) contribution into such account.

13 Should the Social Security obligation for general employees be reduced, the
14 employer contribution to members shall also be reduced to the new contribution. In the
15 event that UNION members become part of mandatory inclusion in Social Security in
16 the future, the mandated employer Social Security contribution then in effect shall be
17 paid by BOISE CITY.

18 **Section I. Survivor's Benefits.**

- 19 1. Life Insurance. If a member dies while employed with the Fire Department of BOISE
20 CITY, BOISE CITY agrees to pay to the spouse or dependent children of the
21 deceased member three (3) months pay at the member's Composite Pay as
22 survivor's benefits in addition to any other insurance benefits provided by BOISE
23 CITY.
- 24 2. Health Insurance. Survivor's Coverage. In the event a member dies in the line of
25 duty, BOISE CITY will provide dependent(s) identified on the insurance records of
26 BOISE CITY with thirty-six (36) months of the member's Per Employee Per Month
27 (PEPM) health insurance premium to the UNION's Health Care Trust.

28 **Section J. FRF Contributions**

29 In the event BOISE CITY is informed by PERSI of a reduction or cessation,
30 during the term of this AGREEMENT, of BOISE CITY's financial obligations under Idaho
31 Code §59-1394, BOISE CITY shall promptly provide the UNION with a copy of such

1 notice. Upon request by the UNION, the parties shall meet and confer in good faith
2 concerning the possible disposition of those previously budgeted funds to bring the
3 department closer to NFPA 1710 compliance. This AGREEMENT is not intended to
4 bind BOISE CITY to expend the excess funds in any manner.

5 **ARTICLE 5. HOURS OF WORK**

6 **Section A. Shift Duty Members.**

7 The hours of work for Shift Duty Members shall be fifty-four and thirty-one one
8 hundredths (54.31) hours per week or one hundred eight and sixty-two one hundredths
9 (108.62) hours per bi-week. Such hours per week/bi-week shall be performed and
10 executed through the existing three (3) platoon (48/96) system. Nothing in this
11 AGREEMENT shall be construed to prevent BOISE CITY and UNION from entering into
12 an MOU for a trial period of an alternate work schedule. To permanently change the
13 existing three (3) platoon (48/96) system, a vote of the UNION membership and
14 approval by the City Council would be required.

15 **Section B. Forty (40) Hour Workweek Members.**

16 Forty (40) Hour Workweek Members will be assigned Monday through Friday,
17 8:00 a.m. to 5:00 p.m., unless flex-time schedules are approved by the Fire Chief. Flex-
18 time may be scheduled in Divisions provided that the office core hours (Monday through
19 Friday, 8:00 a.m. to 5:00 p.m.) are covered; and will not begin before 7:00 a.m. nor
20 extend beyond 6:00 p.m. unless mutually agreed upon by the affected employees(s),
21 the UNION and BOISE CITY. Flex-time schedules may be suspended by the Fire Chief
22 upon thirty (30) days written notice. A member may request to flex hours within a
23 workweek, subject to the approval of their Deputy Chief. When a designated holiday
24 falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the
25 employee may receive one (1) day straight compensatory time for the number of hours
26 regularly scheduled. If the supervisor has knowledge that an employee will be
27 separated from BOISE CITY on or before the actual or observed holiday, a rescheduled
28 holiday, or compensatory time shall not be granted. Forty (40) Hour Workweek
29 Members, assigned to the Training Division, may work shift duty hours. Their pay
30 remains the same in accordance with their current rank as further defined in Appendix

1 A. Their FLSA workweek remains the same in accordance with a Forty (40) Hour
2 Workweek Member and overtime is earned in accordance with Article 3, WAGES;
3 Section D. Overtime.

4 Nothing in this AGREEMENT shall be construed to prevent BOISE CITY and
5 UNION from entering into an MOU for a trial period of an alternate work schedule.

6 **Section C. Hourly Rate Conversion to Bi-weekly Equivalent.**

7 The bi-weekly equivalent (Base, Standard, Composite Rates) for members will
8 be calculated as follows:

9 1. Shift Duty Members: Hourly rate multiplied by one hundred eight and sixty-two one
10 hundredths (108.62) average hours per bi-week.

11 2. Forty (40) Hour Workweek Members: Hourly rate multiplied by eighty (80) average
12 hours per bi-week.

13 **Section D. Kelly Day.**

14 Each member shall earn one (1) Kelly Day per quarter of each calendar year.
15 Shift Duty Members shall earn twenty-four (24) hours for each Kelly Day and Forty (40)
16 Hour Workweek Members shall earn eight (8) hours for each Kelly Day. Each member
17 will be compensated at the Composite Rate for Kelly Days earned but not taken, or
18 charged at the Composite Rate for Kelly Days taken but not earned, in the event of
19 termination, layoff or reduction in force. Kelly Days not used during the calendar year in
20 which earned shall not carry over to the following year. Kelly Days must be taken as an
21 entire Shift for Shift Duty Members or eight (8) hours for Forty (40) Hour Workweek
22 Members.

23 A conversion of twenty-four (24) hours to eight (8) hours for the current balance
24 shall be used for Shift Duty Members transferring to an assigned forty (40) hour
25 workweek schedule; or, if on modified duty, upon usage. A conversion of eight (8) hours
26 to twenty-four (24) hours for the current balance shall be used for Forty (40) Hour
27 Workweek Members transferring to an assigned shift duty schedule, or if the hours were
28 converted while on modified duty.

29 **Section E. Minimum Staffing.**

30 All in-service companies shall have the following minimum staffing levels of
31 non-probationary Fire Fighters:

1 Battalion Chief Command Vehicles: One (1) Battalion Chief - There shall be a
2 minimum of three (3) Battalion Chief Command Vehicles per shift.

3 Engine Companies: One (1) Captain, One (1) Senior Fire Fighter and One (1)
4 Fire Fighter.

5 Truck Companies (Non-Tillered): One (1) Captain, One (1) Senior Fire Fighter
6 and Two (2) Fire Fighters.

7 Truck Companies (Tillered): One (1) Captain, Two (2) Senior Fire Fighters and
8 One (1) Fire Fighter.

9 Water Tenders: One (1) Senior Fire Fighter.

10 ARFF Command Vehicles: One (1) Captain, unless FAA requirements or safety
11 conditions warrant more personnel.

12 ARFF Crash Trucks: One (1) Senior Fire Fighter and one (1) Fire Fighter, unless
13 FAA requirements or safety conditions warrant more personnel.

14 BLS Medical Aid Cars: One (1) Captain and one (1) Senior Fire Fighter.

15 ALS Medical Aid Cars: One (1) Captain and one (1) Paramedic-Fire Fighter.

16 In case of an incapacitating injury or illness or other uncontrollable
17 circumstances, a company may drop below minimum staffing levels while remaining in
18 service, however, immediate steps must be taken to bring the company back to
19 minimum levels. In no case will a company remain in service with less than minimum
20 staffing for longer than one (1) hour. If attempts to bring staffing up to minimum levels
21 fail or prove unfeasible, the Fire Chief or other commanding officers retain the right to
22 remove the company from service until staffing levels can be attained.

23 For the purpose of this Section, a Fire Fighter is an employee of the Fire
24 Department of BOISE CITY who the Division Chief of Training and the Deputy Chief of
25 Operations concur is competent to efficiently and safely perform the duties of a Fire
26 Fighter within the Operations Division, provided, however, that in no case shall an
27 employee be considered a Fire Fighter for purposes of this Section until that employee
28 has served at least four (4) months continuous service from the date of hire and has
29 completed the Fire Department of BOISE CITY Recruit Academy.

1 **Section F. Work Duties.**

2 Except as otherwise provided by this AGREEMENT, each and every day of the
3 week shall be a standard work day with the duties and training to be performed by
4 members as assigned by the Fire Chief.

5 Saturday work duties shall ordinarily include only apparatus, equipment, and
6 station maintenance, individual study, company briefings, physical fitness, scheduled
7 meetings/training/performance standards and response to all emergency and
8 non-emergency calls. Sunday work duties shall ordinarily include only apparatus,
9 equipment, and station maintenance, individual study, company briefings, physical
10 fitness and response to all emergency and non-emergency calls. Provided, however,
11 that in the event that company's routine work or training assignments are behind
12 schedule, the Deputy Chief may assign make-up duties and/or make-up training on
13 Sundays. Also in the event an individual member is behind schedule for special teams
14 training and/or certification, the Deputy Chief may assign make-up training on Sundays.
15 Nothing in this Section shall be construed to limit a company officer from training his/her
16 company on a Sunday to attain proficiency as a company.

17 On holidays, work duties shall include only apparatus, equipment, and station
18 maintenance, individual study, and response to all emergency and non-emergency
19 calls.

20 **ARTICLE 6. SPECIAL PROVISIONS**

21 **Section A. Grievances.**

22 1. Intent. It is the declared objective of the parties to encourage prompt and informal
23 resolution of member complaints as they arise and to provide recourse to orderly
24 procedures for the satisfactory adjustment of complaints. With regard to the
25 Grievance Section only, working days means the days of the week, Monday through
26 Friday, excluding Saturdays, Sundays and Holidays.

27 2. Election of Procedure. Nothing in this grievance procedure prevents any member
28 and their chief officer from resolving any grievable incident prior to the filing of a
29 grievance. The member may select only one (1) of the following grievance
30 procedures:

31 a. The grievance procedure hereinafter; or,

BOISE CITY/IAFF LOCAL 149 COLLECTIVE LABOR AGREEMENT 2014-2018

ARTICLE 5. HOURS OF WORK; Section F.

ARTICLE 6. SPECIAL PROVISIONS; Section A.

1 b. The Boise City Employee Grievance Procedure.

2 Option b. would apply to grievances of an individual nature. Once an election is
3 made as evidenced by the filing of the written notice of intent to grieve, the member
4 waives the other procedure and shall be committed to use exclusively the procedure
5 elected for processing the grievance in question, and the member must comply with all
6 notice requirements and time limitations therein prescribed.

7 3. Grievance Procedure. The following procedures shall apply to grievances filed under
8 this procedure:

9 a. A grievance is defined as a complaint by one (1) or more members of the
10 UNION, involving the interpretation or application of this AGREEMENT or
11 written policies and rules of the Fire Department of BOISE CITY, or
12 disciplinary action.

13 b. Written grievances at each step shall contain the following information:
14 i. A written statement of the specific provisions of this AGREEMENT
15 or other policies alleged to have been violated, misapplied or
16 misinterpreted.
17 ii. A statement of facts as to the manner in which the provision is
18 purported to have been violated, misapplied or misinterpreted.
19 iii. The date or dates on which the alleged violation(s) occurred.
20 iv. The specific remedy or adjustment sought.

21 Strict technical compliance with the terms of this Section is not required to
22 preserve the arbitrability or grievability of the grievance.

23 c. The written response by BOISE CITY shall contain the following:
24 i. Affirmation or denial of the facts upon which the grievance is based.
25 ii. An analysis of the alleged violation, misinterpretation or
26 misapplication of the AGREEMENT.
27 iii. The remedy or adjustment, if any, proposed by BOISE CITY.

28 Strict technical compliance with the terms of this Section is not required to
29 preserve the arbitrability or grievability of the grievance.

30 d. Grievances must be filed with the UNION within twenty (20) working days
31 after the event giving rise to the grievance. To comply, a Grievance Fact

1 Sheet must be filled out by the grievant and turned into a Union Principle
2 Officer or a Grievance Committee Member. Within five (5) working days
3 after receiving the grievance, the UNION shall notify the Fire Chief of the
4 grievance and provides a Grievance Information Sheet to allow BOISE
5 CITY to investigate the grievance for purposes of providing a timely
6 response should the grievance be found meritorious and pursued by the
7 UNION.

8 e. UNION shall file its written findings for any grievance it supports with the
9 Fire Chief no later than thirty (30) working days after receiving the
10 Grievance Fact Sheet with the exception of grievances arising from
11 terminations or suspensions without pay which are referenced in Section
12 B. Termination, Demotion, and Suspension without Pay. The Fire Chief
13 shall provide a written response to filed grievances no later than ten (10)
14 working days after receiving the filed grievance. Within ten (10) working
15 days after the UNION's receipt of the Fire Chief's written response,
16 representatives of the UNION Grievance Committee and the Fire Chief
17 shall meet in an attempt to resolve the grievance.

18 f. If the grievance is not resolved as outlined in Subsection 3e. of this
19 Section, and the UNION, with or without the complaining member, wishes
20 to continue the grievance, the UNION may file a notice of arbitration with
21 the Human Resources Director within thirty (30) working days after receipt
22 of the Fire Chief's written response as outlined in Subsection 3e. of this
23 Section, or if the Fire Chief failed to respond, within forty (40) working
24 days of the UNION's filing of its written findings with the Fire Chief.

25 4. Arbitration Procedure

26 a. At the time of filing the notice of arbitration, an arbitrator may be selected
27 by mutual agreement by both BOISE CITY and the UNION. The arbitrator
28 shall not be a member of the bargaining unit or an elected official or
29 employee of BOISE CITY.

30 b. If an arbitrator cannot be agreed upon, the parties shall, within twenty (20)
31 working days of the filing of the notice of arbitration, send a joint written

1 request to the American Arbitration Association for a list of nine (9)
2 arbitrators from which the parties shall select an arbitrator to hear and
3 determine the grievance. The method of selection shall be by alternate
4 striking of names on the list until only one (1) name remains. The one (1)
5 remaining shall be the selected arbitrator. The party who strikes the first
6 name shall be determined by the flip of a coin. Written notice of the
7 appointment of the selected arbitrator shall be signed by both parties and
8 mailed to said arbitrator within five (5) working days after selection.

9 c. Upon the appointment of the selected arbitrator, as hereinabove provided,
10 said arbitrator shall hold an arbitration hearing at the time and place
11 selected by the arbitrator. The hearing shall be conducted pursuant to the
12 provisions of Chapter 9, Title 7, Idaho Code and the terms and conditions
13 of this AGREEMENT.

14 d. While a grievant may be "made whole" by the arbitrator, any punitive
15 award by the arbitrator shall be void and unenforceable. The award of the
16 arbitrator shall be binding upon the parties hereto and the order may be
17 entered upon the records of any court having jurisdiction, except that each
18 party shall retain the right to appeal as provided in the provisions of
19 Chapter 9, Title 7, Idaho Code.

20 e. The arbitrator's costs shall be borne totally by the losing party, provided
21 that in cases where the decision partially favors BOISE CITY and partially
22 favors the UNION, the arbitrator's costs shall be borne in such proportion
23 as shall be determined by the arbitrator.

24 5. Time Limits. The time limits set forth in Article 6. SPECIAL PROVISIONS; Section A.
25 Grievances and Section B. Terminations, Demotions, and Suspensions without Pay,
26 may be extended by written mutual consent of the Grievance Committee and BOISE
27 CITY.

28 **Section B. Termination, Demotion, and Suspension without Pay.**

29 1. BOISE CITY and the UNION agree it is in the best interest of all parties to expedite
30 grievances arising from disciplinary action which results in termination of
31 employment or suspension without Composite Rate. Therefore, grievances that the

1 UNION Grievance Committee finds meritorious shall be filed in writing with the Fire
2 Chief within thirty (30) calendar days after the date of the incident giving rise to the
3 grievance. The Fire Chief will respond in writing within ten (10) calendar days of the
4 date the grievance is filed.

- 5 2. Notwithstanding the Discipline General Order, when the Fire Chief terminates a
6 member, such termination shall be effective upon the date the termination is issued.
7 All other provisions of Section A. Grievances apply to these grievances.

8 **Section C. Management Grievances.**

- 9 1. Such grievances shall concern alleged violations of the AGREEMENT by the UNION
10 rather than acts of an employee arising out of his/her employment.
- 11 2. Written grievances at each step shall contain information as outlined in Article 6.
12 SPECIAL PROVISIONS; Section A. Grievances; Subsection 3b.
- 13 3. The written response by the UNION at each step shall contain the information as
14 outlined in Article 6. SPECIAL PROVISIONS; Section A. Grievances; Subsection 3b.
- 15 4. The procedure for adjudicating management grievances is as follows:
- 16 a. Such grievances shall be presented in writing to the Union President or
17 his/her designee by the Fire Chief within twenty (20) working days
18 following the incident giving rise to the grievance, in an attempt to resolve
19 the grievance. The Union President shall respond in writing to the Fire
20 Chief within ten (10) working days after receipt of the grievance. Within ten
21 (10) working days after the Fire Chief's receipt of the Union President's
22 written response, the Fire Chief shall meet with the Union President or his
23 designee in an attempt to resolve the grievance.
- 24 b. If the grievance is not resolved and the Fire Chief wishes to continue the
25 grievance, BOISE CITY may file a notice of arbitration with the Union
26 President or his/her designee within thirty (30) working days after receipt
27 of the Union President's written response in Article 6. SPECIAL
28 PROVISIONS; Section C. Management Grievances; Subsection 4a., or if
29 the Union President or his/her designee failed to respond, within forty (40)
30 working days of BOISE CITY's filing of its grievance with the Union
31 President. The arbitration procedure for management grievances shall be

1 the same as for UNION grievances, as set forth in Article 6. SPECIAL
2 PROVISIONS; Section A. Grievances; Subsection 4.

3 **Section D. Voluntary Mediation.**

4 Within ten (10) working days following either party's filing of a notice of
5 arbitration, the parties will discuss whether it would be beneficial to submit the grievance
6 to mediation. Mediation will be utilized only if both parties agree. The parties shall
7 mutually select a mediator, whose fees will borne equally by BOISE CITY and the
8 UNION. The arbitration process shall be temporarily suspended pending mediation. In
9 the event mediation does not result in a mutually agreeable resolution of the grievance,
10 the arbitration process shall be resumed the day after the filing by either party of a
11 written notice of intent to resume arbitration.

12 **Section E. Promotional Examinations.**

<u>Position</u>	<u>Month</u>	<u>Year</u>
Battalion Chief	February	Even numbered
Captain Fire Suppression	March	Even numbered
Captain Training	March	Even numbered
Captain Fire Prevention	January	Odd numbered
Captain Logistics	January	Odd numbered
Senior Fire Fighter	March	Odd numbered

20 The eligibility list as certified by the Fire Chief for all tested positions shall be
21 effective for two (2) years from the effective date of May 16 of the test year. For
22 positions that BOISE CITY and the UNION agree will probably not develop vacancies,
23 and thus do not require testing, the UNION may grant an exception allowing the waiver
24 of promotional exams for those positions.

25 When a vacancy occurs and no valid promotional list exists, promotional
26 examinations shall be conducted within ninety (90) days of such vacancy. The eligibility
27 list will be valid for the balance of the original test period.

28 To be eligible to be tested for any promotion, a member must meet experience
29 qualifications before the effective date of the eligibility list.

30 The Fire Chief shall make selection from the names certified. The Fire Chief shall
31 make selection by considering the top three (3) names from the list for each promotion.

1 Example: There are three (3) positions to fill. The eligible list will consist of five (5)
2 names. For the first position, candidates number one (#1), number two (#2), and
3 number three (#3) will be considered. Assuming that candidate number one (#1) is
4 selected for the first position, the Fire Chief will then consider candidates number two
5 (#2), number three (#3), and number four (#4) for the second position. Assuming
6 candidate number three (#3) is selected for the second position, the Fire Chief will then
7 consider candidates number two (#2), number four (#4), number five (#5) for the third
8 position.

9 **Section F. Personnel Reductions.**

10 A member may be separated without prejudice because of lack of funds or
11 curtailment of work. Layoffs shall be made in inverse order of seniority. Members who
12 have been separated due to a reduction in force have priority in re-employment if such
13 priority does not conflict with State or Federal law.

14 **Section G. Uniform and Other Equipment.**

15 BOISE CITY agrees to provide, maintain, and clean all uniforms required to
16 perform the duties of uniformed Fire Department of BOISE CITY personnel. BOISE
17 CITY will determine uniform standards, regulations, and safety equipment requirements
18 with the continued input from the Safety and Welfare Committee. All protective clothing
19 and items required by BOISE CITY in the performance of members' respective duties
20 shall be furnished by BOISE CITY. Bedding and towels will be provided and cleaned by
21 BOISE CITY. All items provided under this Section by BOISE CITY shall remain the
22 sole property of BOISE CITY. At any time the Fire Chief may discontinue the laundry
23 service at an individual facility and provide washers and dryers. Crews will be expected,
24 without additional compensation, to launder uniforms, bedding and towels. Laundering
25 of bio-hazard contaminated items shall remain the responsibility of BOISE CITY.

26 **Section H. Safety and Welfare Committee.**

27 There shall be established and maintained a Safety and Welfare Committee
28 whose recommendations shall be considered, discussed and answered at all times, in
29 writing, for improvement of tools, equipment, health and safety conditions. This
30 Committee shall consist of eight (8) members. Four (4) members will be appointed by
31 the Fire Chief and four (4) members will be appointed by the UNION. The Committee

1 Chairman, Vice Chairman and Secretary shall be elected from within the Committee.
2 Committee members shall be chosen every two (2) years. The Committee shall meet
3 monthly unless waived by mutual agreement of Committee members.

4 **Section I. Educational Incentive Program (EIP).**

5 1. EIP Applicability. The provisions of EIP shall apply to all qualifying full-time members
6 covered by this AGREEMENT.

7 a. Excluded Ranks. Any rank for which the job description requires the
8 attainment of a degree granted by an accredited educational institution as
9 part of the minimum qualifications, shall be specifically excluded from
10 eligibility for participation in the EIP. Should such requirements be duly
11 adopted hereafter, said adoption shall not alter any then-existing members
12 qualifying under the provisions of this EIP.

13 2. EIP - Qualifying Educational Program Areas:

14 a. A minimum of thirty-two (32) semester credits, from an accredited college
15 or university, applicable toward an Associates Degree in Fire Science, Fire
16 Service Technology, or Fire Protection Administration, or any degree that
17 is related to the fire service, with the approval of the Fire Chief as
18 described in Subsection 2d.

19 b. An Associate Degree in a Fire Science, Fire Service Technology, or Fire
20 Protection Administration, from an accredited college or university, forty
21 (40) semester credits of which shall be in Fire Science related courses,
22 with the approval of the Fire Chief as described in Subsection 2d.

23 c. A minimum of sixty-four (64) semester credits, from an accredited college
24 or university, applicable toward a Bachelor's or Master's Degree in Fire
25 Science, Fire Service Technology, or Fire Protection Administration, or
26 any degree that is related to the fire service, with the approval of the Fire
27 Chief as described in Subsection 2d.

28 d. A Bachelor's or Master's Degree from an accredited college or university
29 in one (1) of the program areas listed in Appendix B. APPROVED
30 EDUCATION INCENTIVE PROGRAM DEGREES. The Fire Chief may
31 approve any other education program resulting in a Bachelor's Degree,

1 after considering a request by an EIP applicant, which fulfills the intent of
2 the EIP and the interests of the Fire Department of BOISE CITY. Once an
3 unspecified degree is accepted by the Fire Chief for EIP, that degree shall
4 become a part of Appendix B. APPROVED EDUCATION INCENTIVE
5 PROGRAM DEGREES, provided the Fire Chief determines that the
6 degree is consistent with a plan of fire operations and is not limited to
7 specified duties which do not have department-wide application.

8 3. EIP. Incentive Pay Levels; Accreditation of Credits, and Required Grade Point
9 Average. There shall be granted to members fulfilling the requirements of the EIP
10 the following additional pay, upon attainment of the educational levels set forth
11 below, over and above the Base Rate set forth in Appendix A. PAY SCHEDULES of
12 this AGREEMENT.

- 13 a. Thirty-two (32) semester credits applicable toward any qualifying degree
14 as set forth hereinabove shall result in an EIP payment of eleven dollars
15 and fifty-four cents (\$11.54) per bi-weekly pay period.
- 16 b. Associates Degree or sixty-four (64) credits applicable toward any
17 qualifying degree as set forth hereinabove shall result in an EIP payment
18 of twenty-three dollars and eight cents (\$23.08) per bi-weekly pay period.
- 19 c. Bachelor's Degree as set forth hereinabove shall result in an EIP payment
20 of thirty-four dollars and sixty-two cents (\$34.62) per bi-weekly period.
- 21 d. Master's Degree as set forth hereinabove shall result in an EIP payment of
22 forty-six dollars and sixteen cents (\$46.16) per bi-weekly pay period.

23 Subject to the exclusions set forth below, all said degrees or equivalent semester
24 credits shall be deemed qualifying if granted by an educational institution accredited by
25 any Regional Accreditation Association or Specialized Accreditation Agency. The Fire
26 Chief, however, in his sole discretion, may qualify equivalent semester credits granted
27 eligible by an educational institution not otherwise accredited by a Regional
28 Accreditation Association or a Specialized Accreditation Agency upon finding that the
29 credits so granted fulfill the intent of the EIP and are of significant benefit to the Fire
30 Department of BOISE CITY. In all cases, eligible members shall have attained a
31 minimum equivalent grade point average of "C" in any qualifying credits earned.

1 4. EIP - Administration. The following provisions shall govern the administration of the
2 EIP:

3 a. EIP Initial Eligibility Dates. Members qualifying for payment of EIP, as set
4 forth above, shall become initially eligible for said payments on the first
5 day of the bi-weekly pay period following the eligibility approval by the Fire
6 Chief. Such approval shall not be withheld by the Fire Chief if such
7 members have fulfilled all of the certification requirements set forth herein.

8 b. Certification. Certification for initial eligibility shall be submitted to the Fire
9 Chief on a form provided by the Fire Chief. Certification for initial eligibility
10 may be submitted at any time during the year. Each member shall be
11 solely responsible for fulfilling the certification requirements relating to
12 eligibility as set forth herein and BOISE CITY shall have no obligation or
13 responsibility with respect thereto.

14 5. City-Paid Training Courses. University, college, or other credits earned by a member
15 from a training or educational program, which are paid for by BOISE CITY, shall not
16 be eligible for use in the EIP.

17 **Section J. Mediation and Binding Fact Finding.**

18 On or after the 30th day following commencement of negotiations, either party
19 may initiate mediation. In the event the parties are unable to agree upon a mediator, the
20 mediator shall be assigned by the [Federal Mediation and Conciliation Service] or
21 another mutually agreeable agency. Except as explicitly provided herein, the mediation
22 option shall not alter, hinder or delay any rights or obligations of the parties pursuant to
23 the provisions of Chapter 18, Title 44, Idaho Code. On the 25th day following
24 commencement of negotiations, BOISE CITY and/or the UNION may request a list of
25 nine (9) arbitrators with experience in fact finding/interest arbitration from the American
26 Arbitration Association from which to select the third member of the fact finding
27 commission in the event fact finding is initiated pursuant to Idaho Code §44-1805. If,
28 after thirty (30) days or three (3) mediation sessions, whichever comes later, the parties
29 have not reached agreement on a successor Collective Labor Agreement, the parties
30 shall select a third fact finder from the list provided by the American Arbitration
31 Association and proceed with the fact finding process. The method of selection shall be

1 by alternate striking of names until only one (1) name remains. The one (1) remaining
2 name shall be the selected fact finder. The party who strikes the first name shall be
3 determined by the flip of a coin.

4 In the event that the parties participated in mediation, the unresolved issues
5 submitted to fact finding shall be those issues certified by the mediator as having been
6 mediated. In the absence of mediation, the issues submitted to fact finding shall be
7 those unresolved issues as of the completion of negotiations. No later than fourteen
8 (14) days prior to the fact finding hearing, each party will present to the fact finding
9 commission and to the other party, its proposal on each unresolved issue submitted to
10 the fact finding commission.

11 Except by mutual agreement, only issues relating to wages, rates of pay, working
12 conditions and all other terms and conditions of employment as prescribed by Idaho
13 Code §44-1802 may be submitted to the fact finding commission. The decision of the
14 commission will be binding with respect to all issues and the fact finders, by a majority
15 vote, shall select one (1) of the two (2) proposals on each issue. In making their
16 decision, the fact finders shall consider all relevant factors, including but not limited to:

- 17 1) Cost of living;
- 18 2) The parties' bargaining history;
- 19 3) Relevant market comparisons in the public sector, taking into account the cost of
20 living in the markets compared. Such comparison(s) shall include other Idaho
21 Fire Departments, and may also include other similarly sized jurisdictions from
22 the region;
- 23 4) Workload;
- 24 5) BOISE CITY's financial health/constraints;
- 25 6) Employer's past practice; and
- 26 7) Impact on personnel and issues, such as recruitment and retention that are
27 unique to the Fire Department of BOISE CITY.

28 BOISE CITY and the UNION agree that the written determination of the majority
29 of the fact finding commission regarding any and all unresolved issues submitted to
30 them pursuant to Idaho Code §44-1805 shall be binding upon BOISE CITY and the
31 UNION; provided that a determination with respect to work schedule, staffing proposals

1 that would require BOISE CITY to add additional members, and/or changes proposed
2 by the UNION to the management rights clause of the AGREEMENT, will be a
3 recommendation, as provided by Chapter 18, Title 44, Idaho Code. When making
4 recommendations as opposed to binding decisions, the fact finding commission shall be
5 encouraged to suggest possible compromises to the parties and are not limited to
6 selecting one (1) of the parties' proposals.

7 Each party shall pay for its own expenses and representatives in the mediation
8 and fact finding processes. Fees of the mediator and the third fact finder will be shared
9 equally by the parties.

10 **Section K. Rules and Regulations / Policies and Procedures.**

11 1. The UNION agrees that members shall comply with the following: Fire
12 Department of BOISE CITY General Orders, Policies, Procedures and Boise City
13 Employee Policy Handbook. In the event of a conflict or an inconsistency
14 between the provisions of this AGREEMENT and the above-stated General
15 Orders, Policies, Procedures or Boise City Employee Policy Handbook
16 provisions, the provisions of this AGREEMENT shall prevail, and any such
17 conflict or inconsistency shall be resolved in accordance with the following
18 prevailing order of precedence:

- 19 a. Collective Labor Agreement;
- 20 b. General Orders;
- 21 c. Policies and Procedures;
- 22 d. Boise City Employee Policy Handbook.

23 Recognizing that, pursuant to the parties' predecessor AGREEMENT, a joint committee
24 has presented the parties with proposed revisions of the provisions of the Boise City
25 Civil Service Rules and Regulations and the Boise City Employee Handbook, the
26 parties shall continue to negotiate such proposed revisions for inclusion into the General
27 Orders.

28 2. BOISE CITY and the UNION recognize illegal drug usage, including misuse of
29 legally prescribed prescription drugs and alcohol, as a threat to the public safety
30 and welfare and to the employees of the Fire Department of BOISE CITY.

31 Consistent with this recognition, BOISE CITY and the UNION agree to promote

1 the health, safety and welfare of its employees and the community by
2 maintaining an alcohol and drug free workplace. The Drug-Free Workplace
3 Policy shall be considered a Fire Department of BOISE CITY Rule and
4 Regulation, subject to the grievance procedure set forth in Article 6. SPECIAL
5 PROVISIONS; Section A. Grievances, Section B. Terminations, Demotions, and
6 Suspensions without Pay, and Section C. Management Grievances. BOISE CITY
7 and the UNION agree to meet and confer regarding any changes to the policy
8 during the term of this AGREEMENT.

9 **Section L. Physical Fitness Program.**

10 The UNION and BOISE CITY agree that a program of physical fitness and fitness
11 standards is important to the health and productivity of the members and to safety and
12 efficiency in performing Fire Fighter duties.

13 Both parties therefore agree to jointly develop and implement a validated
14 physical fitness program intended to enhance the health, fitness and safety of Fire
15 Fighters and to improve work efficiency in protecting the life and property of the citizens.
16 Any such program implemented shall be done through the General Orders Process.

17 **Section M. Bi-weekly Payroll.**

18 Composite Pay shall be converted to an hourly rate paid equally over twenty-six
19 (26) pay periods. All "deductions" will be taken over twenty-four (24) pay periods except
20 taxes, PERSI, deferred compensation, and in accordance with the garnishments and/or
21 levies.

22 **Section N. Union Pool.**

23 Union pool assessments are initiated by an Executive Officer of IAFF Local 149.
24 The Officer shall submit a request in writing for an assessment of two (2) vacation hours
25 for each member (non-union members excluded) in accordance with the bylaws of the
26 UNION. The assessment will be processed during one of the next two bi-weekly
27 payrolls, depending upon when the request is received in the payroll cycle. The
28 Executive Officer will notify the members of such assessment. Union pool assessments
29 will typically be processed for all members at the same time. Members with no available
30 vacation hours at the time of assessment will be assessed in the first payroll cycle
31 following their next accrual.

1 Union pool requests, for hours provided to a member, are initiated by the
2 Secretary-Treasurer of IAFF Local 149. The Secretary-Treasurer shall submit a request
3 in writing which includes the member's name, date(s) the hours were used, and the
4 number of hours to be provided to the member. The request will be processed during
5 one of the next two bi-weekly payrolls, depending upon when the request is received in
6 the payroll cycle.

7 Special assessments for benevolent purposes shall be approved by the
8 membership at a regularly scheduled UNION meeting in accordance with the bylaws of
9 the UNION. Following membership approval, an Executive Officer of IAFF Local 149
10 shall submit a request in writing for the hours to be assessed and a subsequent request
11 with the beneficiary member's name and the number of hours to be provided. In no
12 instance shall the Union pool be used to circumvent the utilization of a member's
13 benefits, including, but not limited to, vacation leave, sick leave, and authorized leave
14 without pay. The request will be processed during one of the next two bi-weekly
15 payrolls, depending upon when the request is received in the payroll cycle.

**COLLECTIVE LABOR AGREEMENT
BETWEEN CITY OF BOISE AND IAFF LOCAL 149
APPENDIX A. PAY SCHEDULES**

Schedule 1. Base Pay (Bi-Weekly)

Rank	10/1/2014 (Bi-Weekly Equiv.)	10/1/2015 (Bi-Weekly Equiv.)	10/1/2016 (Bi-Weekly Equiv.)
Battalion Chief	\$3,162.91	\$3,257.80	\$3,371.83
Sr. Captain (Logistics/Training/Prevention)	\$2,958.56	\$3,047.32	\$3,153.98
Captain – Logistics	\$2,861.21	\$2,947.05	\$3,050.20
Captain – Training	\$2,861.21	\$2,947.05	\$3,050.20
Captain – Prevention	\$2,861.21	\$2,947.05	\$3,050.20
Captain – Suppression	\$2,861.21	\$2,947.05	\$3,050.20
Senior Fire Fighter	\$2,562.84	\$2,639.73	\$2,732.12
Fire Fighter Class III	\$2,416.99	\$2,489.50	\$2,576.64
Fire Fighter Class II	\$2,202.12	\$2,268.19	\$2,347.58
Fire Fighter Class I	\$1,986.15	\$2,045.74	\$2,117.34
Fire Fighter Beginning	\$1,764.20	\$1,817.13	\$1,880.73

1. Increases in Base Rate: Upon hiring, a probationary Fire Fighter shall receive the Fire Fighter Beginning Base Rate. If the Fire Fighter successfully completes a one (1) year probationary period then the Fire Fighter shall receive the Fire Fighter Class I Base Rate as of the anniversary date of hire. The Fire Fighter Class II Base Rate shall be received effective as of the second anniversary date of hire. All Fire Fighters hired on or after October 1, 2004, must successfully complete the Working out of Class (WOC) Driver Program or the Driver Academy as a pre-requisite to receiving the Fire Fighter Class III Base Rate. BOISE CITY shall provide the Driver Academy and upon successful completion, the Fire Fighter Class III Base Rate will be effective as of the third anniversary date of hire.

- 1 2. Senior Captain (Logistics, Inspector, Training Officer) definition: A Captain Logistics
2 /Fire Prevention/Training Officer who has served for seven (7) years in their
3 respective Division or who has served for seven (7) years as a Captain of
4 Suppression or who has served for seven (7) years in a combination of Captain of
5 Suppression and current Division.
- 6 3. Specialty Teams. A Specialty Team performs a level of service beyond EMS and fire
7 suppression to the citizens of Boise. The determination to provide a level of service
8 is a management right. Should BOISE CITY determine it will eliminate a Specialty
9 Team, the Specialty Team members will not be required to perform on a Specialty
10 Team and Specialty Team Pay will terminate at the end of the bi-week that the
11 Specialty Team is eliminated. Eligibility to receive appointment to a Specialty Team
12 shall include:
- 13 a. Longevity – Completion of initial hire probationary period, and
 - 14 b. Request to Join – Written or email request to Division Chief of Special
15 Operations (waived if draft required), and
 - 16 c. May not exceed two (2) Specialty Teams, and
 - 17 d. Competitive test and/or minimum skills test at the discretion of the Fire
18 Chief.

19 Specialty Team Pay will begin the first day of the bi-week following appointment.
20 Specialty Team Longevity Pay will begin on the first day of the bi-week in which the
21 appointment anniversary date falls. Specialty Team Longevity Pay must be for
22 continuous service, and if there is a break in service, previous time will not count.
23 Members may be on a maximum of two (2) Specialty Teams, provided it is approved by
24 the Fire Chief.

25 When a member is promoted to Battalion Chief or is reassigned to a Forty (40)
26 Hour Workweek position, the Fire Chief shall determine whether that member is eligible
27 to remain on or join a Specialty Team(s).

28 Forty (40) Hour Workweek Members who are members of a Specialty Team shall
29 not count toward daily minimum staffing numbers. Battalion Chiefs may count toward
30 the daily minimum staffing numbers, at the discretion of the Fire Chief. Daily minimum
31 staffing is five (5) members per Team. The Fire Chief will determine the optimum

1 minimum and maximum membership number for each Specialty Team in consideration
2 of response, contracts, agreements and MOUs.

3 Members will receive appointment to a Specialty Team by the Fire Chief. All
4 appointed members must sign an agreement for a minimum of two (2) years of service.
5 Specialty Team members must meet and maintain certification/ training in the specialty
6 as determined by the Fire Chief.

7 In the event that a Specialty Team does not have adequate staffing as
8 determined by the Fire Chief or no eligible candidates have applied for the Specialty
9 Team, the Fire Chief will then "draft." The Fire Chief may go above the most junior
10 eligible member if that member has been involuntarily drafted previously in their current
11 rank.

12 In the event a Specialty Team member resigns or is removed from a Specialty
13 Team for failure to meet competencies, that member will not be allowed to re-apply for
14 that Specialty Team for one (1) year from the date of removal.

15 A member requesting resignation from a Specialty Team will be released when a
16 replacement member is appointed, or at the discretion of the Fire Chief.

17 Team members also must maintain levels of proficiency within their job
18 description.

19 1) Hazardous Materials Team. Operations shall be conducted only when applicable
20 Occupational Safety and Health Association (OSHA), Environmental Protection
21 Agency (EPA), and Code of Federal Regulations (CFR) requirements for
22 hazardous material response are met. In addition to all other wage
23 considerations, each member of the Hazardous Materials Team shall receive pay
24 in accordance with Appendix A. PAY SCHEDULES; Schedule 2. Specialty Team
25 Pay Categories. Member assignments for the Hazardous Materials Team shall
26 be as follows for each shift:

- 27 a. One (1) Captain assigned to the HazMat Station
- 28 b. One (1) SFF assigned to the HazMat Station
- 29 c. One (1) FF assigned to the HazMat Station
- 30 d. Additional members – Open assignment

- 1 2) Dive/Swift Water Rescue Team. In addition to all other wage considerations,
2 each member of the Dive/Swift Water Rescue Team shall receive pay in
3 accordance with Appendix A. PAY SCHEDULES; Schedule 2. Specialty Team
4 Pay Categories. Member assignments for the Dive/ Swift Water Rescue Team
5 shall be as follows for each shift:
6 a. One (1) Captain assigned to the Dive Station
7 b. One (1) SFF assigned to the Dive Station
8 c. One (1) FF assigned to the Dive Station
9 d. Additional members – Open assignment
10 3) Technical Rescue Team. In addition to all other wage considerations, each
11 member of the Technical Rescue Team shall receive pay in accordance with
12 Appendix A. PAY SCHEDULES; Schedule 2. Specialty Team Pay Categories.
13 There shall be a minimum of three (3) Technical Rescue Team members on duty
14 at the Technical Rescue station daily, and one (1) of the three (3) Technical
15 Rescue Team members shall be a Technical Rescue Team Captain. All
16 members assigned to the Technical Rescue Team engine shall be members of
17 the Technical Rescue Team.
18 4) Aircraft Rescue Fire Fighting (ARFF). In addition to all other wage
19 considerations, each member of the ARFF Team, shall receive pay in
20 accordance with Appendix A. PAY SCHEDULES; Schedule 2. Specialty Team
21 Pay Categories. Members assigned to the ARFF station may be allowed to
22 remain on a second Specialty Team or accept appointment to a second Specialty
23 Team. All members appointed to Specialty Teams who are assigned to the ARFF
24 station, will count towards daily minimum Team staffing for ARFF, Technical
25 Rescue and Hazardous Materials Teams, as applicable. Member assignments
26 for ARFF shall be as follows for each shift:
27 a. One (1) Captain assigned to the ARFF station
28 b. Two (2) SFF assigned to the ARFF station
29 c. Two (2) Fire Fighters assigned to the ARFF station
30 d. Additional members – open assignment
31 4. Paramedic-Fire Fighters.

- 1 a. Definition: Members who are certified by the State of Idaho as an EMT-
2 Paramedic; approved by the Fire Department of BOISE CITY Medical
3 Director to function as a Paramedic, and are assigned by the Fire Chief to
4 serve as a Paramedic-Fire Fighter.
- 5 b. Condition of Employment: Paramedic certification is a condition of
6 employment for those members hired as Paramedic-Fire Fighters after April
7 1, 2006. Candidates for Paramedic-Fire Fighter positions shall execute an
8 agreement with the Fire Department of BOISE CITY to serve as a Paramedic
9 for as long as the Fire Chief deems that it is in the best interest of the
10 organization. A Paramedic-Fire Fighter may submit a request to revert back to
11 EMT-B status. The Paramedic-Fire Fighter may be allowed to revert back to
12 EMT-B at the full discretion of the Fire Chief.
- 13 c. Training: BOISE CITY will provide or make available the training classes
14 necessary for re-certification. BOISE CITY shall not be restricted from
15 scheduling such training by any limitations of Article 5. HOURS OF WORK;
16 Section F. Work Duties. Regular Duty Trades by Paramedic-Fire Fighters that
17 will negatively impact the staffing of the designated engine company or will
18 cause a Paramedic-Fire Fighter to miss scheduled required paramedic
19 Continuing Education Units (CEUs) must be approved by the Battalion Chief.
- 20 d. Overtime: Staffing requirements for Paramedic Engine Companies shall take
21 precedence in the distribution of overtime over the contractual reference to
22 distributing overtime as equally as practicable among members of the same
23 rank.
- 24 e. Specialty Teams: Members assigned as Paramedic-Fire Fighters may only
25 participate on one (1) Specialty Team, unless otherwise approved by the Fire
26 Chief. Paramedic-Fire Fighters not participating on a Specialty Team will be
27 eligible to be drafted to a Specialty Team.
- 28 f. Paramedic-Fire Fighter Certification Pay: In addition to all other wage
29 considerations, each member so certified, shall receive a sum equal to ten
30 percent (10%) of their Base Rate per bi-weekly pay period.

1 5. SCBA Technician. The hourly rate for the part-time SCBA Technician shall be equal
2 to eighty percent (80%) of the hourly rate for Captain Logistics. The individual filling
3 the SCBA Technician position shall be a "member" for purposes of the CLA, no other
4 CLA Articles shall apply to this position.

5 **Schedule 2. Specialty Team Pay Categories.**

6 Specialty Team Pay: All Specialty Team Members shall receive ninety-two
7 dollars and thirty-one cents (\$92.31) per bi-weekly pay period.

8 Specialty Team Longevity Pay: In addition, years of service longevity increments
9 will be paid as follows:

10	<u>Years of Service in Specialty</u>	<u>Bi-weekly Longevity Pay</u>
11	5	\$ 11.54
12	10	\$ 23.08
13	15	\$ 34.62
14	20	\$ 46.16

- 1 History
- 2 History/Social Studies Education
- 3 Industrial Business
- 4 Information Science
- 5 Management & Computer Information Science
- 6 Management & Organization
- 7 Nursing
- 8 Photographic Science
- 9 Physical Education
- 10 Physics/Mathematics
- 11 Political Science
- 12 Pre Law/Real Estate
- 13 Pre Medical/Dental/Zoology
- 14 Psychology
- 15 Social Science/History
- 16 Theater Arts (Video Production