



City of Ketchum

July 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract 20671, the Collective Bargaining Agreement with IAFF Local #4758

Recommendation and Summary

Staff is recommending the council Adopt the following motion:

"I move to approve Contract 20671, the Collective Bargaining Agreement with the International Association of Firefighters Local #4758."

The reasons for the recommendation are as follows:

- IAFF Local #4758 represents the professional firefighters working for the City of Ketchum.
- This agreement was reached with the firefighters during negotiations in May and June of this year.
- This Collective Bargaining Agreement will replace the one expiring on September 30 of this year, and will run through September 30, 2024.
- This Agreement will bring wages for Ketchum Firefighters closer to comparable fire departments in Blaine County.

Sustainability Impact

No impact.

Financial Impact

This Agreement will increase wages paid to the firefighters. The estimated impact to the City is \$149,000 in the first year.

Attachments

- Draft CBA, contract #

Acceptance

Neil Bradshaw, Mayor
City of Ketchum

COLLECTIVE BARGAINING AGREEMENT

2021-2024

IAFFLOCAL#4758KETCHUM PROFESSIONAL
FIREFIGHTERS & THE CITY OF KETCHUM



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COLLECTIVE BARGAINING AGREEMENT

This agreement ("Agreement") entered into this June XX 2020 by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #4758, an affiliate of the International Association of Firefighters AFL-CIO ("Union").

. The term "Employee " or "Firefighter" shall mean a full-time firefighter that is employed by the City as a is firefighter, and who [A1]a member of the Firefighters Local Union #4758. The term "City Employee" shall mean any person employed by the City of Ketchum. The term "Volunteer" shall mean a paid-on call firefighter. Seasonal or temporary fire fighter employees and paid on call employees "volunteers" must work a full-time employee schedule for at least ninety (90) consecutive days before they may qualify as an "employee" or "firefighter" as defined herein.

ARTICLE 1- PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this Agreement are to establish a formal understanding relative to all conditions of employment; and to provide the means of equitable adjustment of any and all differences or grievances which may arise. Both parties hereto believe and affirm that they are acting in the best interest of the citizens and visitors of Ketchum.

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code § 44-1801 *et seq.*, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

Section C. It is also agreed that where there are clear differences in the wording and the text of this Agreement, the Ketchum Fire Department Standard Operating Guidelines, and/or the City of Ketchum Employee Handbook dated September 10, 2010, this Agreement shall supersede. However, all parties at the time of negotiations should make every effort to point out differences so that the Agreement, the Fire Department Standard Operating Guidelines, and the City of Ketchum Employee Handbook are not in conflict.

ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE^[A2]

Section A. The City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of the Fire Department, determining levels of service and methods of operation, including introduction of new equipment, the right to hire, lay-off, promote, to discipline and to discharge its Employees; to determine work schedules; assign shifts and assign work. Provided, that nothing in this Article shall nullify: (1) any provisions elsewhere in this Agreement, or (2) the City's statutory obligation to negotiate with the Union pursuant to Chapter 18, Title 44, Idaho Code.

Section B. All supervisory and policy decisions regarding the Fire Department shall follow the recognized policy and procedures outlined in the City of Ketchum Employee Handbook and the Fire Department Operational Chain of Command as set forth in Schedule A.

Section C. One of the primary missions of the Employees shall be to train, support, promote, and enhance the Volunteers.

ARTICLE 3- UNION RECOGNITION

The City recognizes, after a fully conducted election held on June 22, 2009, the Firefighters Local Union #4758 as being designated and selected by a majority of the full-time professional Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment. The Union represents all other full-time firefighters [A3] from firefighter through Captain. All ranks above Captain are not represented by this agreement.

ARTICLE 4-UNION UNIFORM MONTHLY SERVICE CHARGE

Section A. The Union shall request present and future Union members to pay to the Union a uniform monthly service charge. For Union members, that service charge will constitute that member's Union dues, fees, and assessments. The Union shall request each Union Employee to sign and submit to the City a written authorization authorizing the deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any such authorization shall remain in effect until and unless revoked by the Employee by giving written notice of such revocation to the City.

Section B. The City agrees to deduct the amount legally deductible for uniform monthly service charges, in amounts specified by the authorized officer of the Union, from the pay of Union Employees upon written authorization from the Employee. The City further agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the following month.

ARTICLE 5 - UNION BUSINESS

Section A. Three members of the negotiating team, if on duty, shall be allowed time off with pay for all joint negotiating meetings which shall be mutually set by the Employer and the Union.

Section B. Union functions may be held at an appropriate station house, provided that such meetings shall occur outside of standard business hours. Standard business hours shall be defined as Monday through Sunday, 8:00-12:00p.m. and 1:00-5:00p.m.

Section C. A total of nine 24 hour shifts off will be allowed for Union business to be used by the officially elected Union Principal Officers for IAFF, PFFI, or AFL-CIO sanctioned UNION functions, with (7) seven days' notice, so long as minimum staffing as set forth in Article 19, Section A is not affected. The Union shall decide how the 9 shifts are allocated among the Union Officers. Management reserves the right to request documentation of the function and Employees' attendance. Documentation shall not be withheld when requested.

Section D. No mileage or expenses will be paid for attendance at Union functions.

ARTICLE 6-DISCRIMINATION

Section A. The City agrees not to discriminate against any Employee for his/her activities on behalf of, or membership in, the Union.

Section B. The City and the Union agree that there shall be no discrimination against any Employee because of race, creed, color, religion, sex, sexual orientation, or physical handicap.

ARTICLE 7 - NO STRIKE

During the term of this Agreement, no Employee shall strike or recognize a picket line of any labor organization while in the performance of his/ her official duties. The parties agree to abide by Idaho Code Section 44-1811.

ARTICLE 8 - REGULAR WORK WEEK

Section A. The regular work week for each employee is defined as three (3) twenty-four (24) hour shifts every nine (9) days consisting of 72 hours actually worked as outlined in schedule B. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Twenty-four hour shifts are to start at 0730 and conclude at 0730 the following morning, and be documented as a 24hr shift less any leave time used, regardless of daylight savings time.

Section B. The parties agree to meet in November and May of each year to evaluate the shift schedule and collectively develop adjustments to said schedule if the parties deem change is necessary. Effective and efficient operations of the department will be the main, but not the only factor in determining if a change is needed.

Section C. Agreed upon changes made under Section B will be reflected in Section A of Article 8.

Section D. At the Fire Chief's discretion, employees may be placed on alternate work schedules for light duty, training or temporary details[A4]. Schedules for light duty shall be in accordance with Article 21. For training or other details, schedule and wages shall be adjusted to ensure the employee does not receive less than the wages he or she would have earned had the employee worked a normal, regular work schedule over that the same period. [A5]

ARTICLE 9-WAGES

Section A. Employee's base pay shall be in accordance with Schedule C of this Agreement. In the event of a promotion to another position there shall be a minimum increase which shall be equal to at least 5% over the Employee's current base rate, absent incentives.

Section B. Employees shall be eligible to participate in direct paycheck deposit programs with local banks and credit unions. This plan shall make the Employee's deposit available no later than the normal pay date.

Section C. After completion of 3 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 3% over the base rate of pay depicted in Schedule C for a given position. After completion of 5 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 6% over the base rate of pay depicted in Schedule C for a given position. After completion of 10 years in grade in the positions of lieutenant, senior lieutenant and captain, the employee shall receive a longevity pay increase of 9% over the base rate of pay depicted in Schedule C for a given position. The longevity pay increases described herein are calculated off of base rates of pay and are not cumulative.

ARTICLE 10 - INCENTIVE PAY

Any Employee who is certified and licensed by the State of Idaho as an EMT-PARAMEDIC shall receive \$200.00 per pay period as incentive pay.

ARTICLE 11 – HOLIDAY

The City shall recognize the following twelve holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth National Independence Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Employees shall be compensated at time and a half for all holidays worked.

ARTICLE 12 - EXTRA DUTY

Section A. Any Employee may be required by the City to work beyond his/her normal shift. The City shall pay for overtime work at the rate of one and one-half the normal rate of pay. The Employee shall accrue FLSA Comp Time for all actual hours worked in excess of sixty-eight (68) hours, up to seventy-two (72) hours, in a nine (9) day period for Employees assigned to the three platoon system, at one and one half (1 ½) times the excess hours worked. At the employee's discretion, FLSA Comp Time accrued in a pay period may either be compensated as cash or credited to the FLSA Comp time bank for future use. Up to 12 hours of FLSA Comp Time accrued in the last two 9 day pay periods of each fiscal year may be carried over to be used by October 30th of the following fiscal year. Thereafter, overtime may be paid or accumulated as compensatory time in accordance with Section B of this Article. Vacation, Comp Time, and Sick Leave hours are not considered actual hours worked.

Section B. As an alternative to paid overtime, Employees may receive compensation with time off equal to overtime at one and a half times the number of actual hours worked in excess of the limitations set forth in section A. Comp time can be accumulated up to 112 [A6] hours in a Fiscal year. Comp time hours shall be taken as a one (1) hour minimum with approval of the Chief in accordance with Article 19, Section A and B. Leave requests for Comp Time of twenty-four (24) hours or less, must be made to the Chief or his designee with twenty-four (24) hours' notice. Leave requests for periods greater than twenty-four (24) hours shall be made according to Article 16. [A7] Employees may carry over up to one hundred (40) hours of [A8] Comp Time combined into the following year pursuant to Article 16, Section C.

Section C. Any Employee who is called back to work from off duty shall be paid at least one-hour minimum at the Employee's overtime rate. This shall also include schooling and training if an Employee is directed to attend. If the Employee is called within one (1) hour of a regularly scheduled shift, Comp time shall accrue at a one (1) hour minimum.

Section D. Off duty, Employees will receive extra duty compensation for attending court proceedings if the Employee receives a subpoena. The reason for the subpoena must be directly related to on-duty actions or observations.

[A9]

Section E. Employees shall be paid overtime and not accumulate comp time if the requested comp time would exceed the maximum accrual. Comp time in excess of the annual carryover will be paid out at the employee's rate as of September 30.

Section E. The foregoing notwithstanding, the Fire Chief, City Administrator, or Mayor may declare an emergency and require an immediate and mandatory call to duty for all fire department employees.

ARTICLE 13-WORKING OUT OF CLASSIFICATION ("WOOC")

Section A. Compensation for WOOC is provided as monetary recognition to an Employee for the assumption and performance of duties normally performed by an Employee of higher classification. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities and duties of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the Employee and his/her immediate supervisor for the purpose of providing a training opportunity to the Employee, for a mutually agreed upon period of time.

Section B. In the hierarchy of the fire service, the highest-ranking Employee working a shift is acknowledged as the "Shift Officer." Normally that person is the shift Captain; however, when a Captain is not working, the next highest-ranking Officer automatically moves into that classification and assumes all of their duties. If an Employee works out of class for six (6) consecutive twenty-four (24) hour shifts, that Employee is entitled to a WOOC pay incentive. The pay incentive will be paid retroactively to the start of the coverage at the rate of the starting salary of the higher classification in which the Employee is substituting, or five percent, whichever is higher.

Section C. When the temporary assignment is completed, the Employee's salary will be readjusted to its previous level, or the level where it would have attained, including general salary adjustments, if the WOOC pay had not been made. The Employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

ARTICLE 14 - UNIFORMS

Uniform standards are established by management as noted in the Fire Department Rules and Regulations Section 21. Uniforms required by the City shall be provided by the City and replaced as needed. All protective clothing or protective devices required of any Employee in the performance of his/her duties shall be furnished to him/her by the City. Employees shall use reasonable care and maintenance of all City provided uniform items, protective clothing, and devices. Replacement for station uniform items may be limited by the Fire Department Management. Station uniform items shall consist of duty boots, dress shirts, shorts, winter coats, hats, sweatshirts, t• shirts, and pants..

ARTICLE 15-MILEAGE ALLOWANCE

Any Employee who is required to use his/her private automobile for Fire Department business shall be compensated at the City established rate.

ARTICLE 16 - VACATION LEAVE

Section A. The rate at which vacation leave is accrued shall be as outlined in Section B.

Section B. Maximum accrual shall be as follows:

Monthly Accrual (Hours)		Maximum Accrual (Hours)
10	0-4 years	300
14	5-9 years	325
16	10-14 years	350
20	15-19 years	375
22	20-24 years	400
26	25+years	425

[A10]

Section C. Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. At the Chief's discretion, the ten-day notification period and the 12 hour minimum may be waived.

ARTICLE 17-ACCUMULATION OF SICK LEAVE

Section A. Sick leave will accumulate at the rate of 13 hours per month. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work at the discretion of the Fire Chief. Verification of illness by a physician or other compelling evidence may be required for any illness involving more than three (3) consecutive shifts of work for 40 hour Employees assigned to Light Duty, at the discretion of the Fire Chief.

Section B. Any Employee, upon retirement from employment with the City, shall receive pay for accumulated sick leave as set forth in the City of Ketchum Employee Handbook. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account, purchasing additional unit multipliers at the age appropriate rate.

ARTICLE 18 - MEDICAL COVERAGE PROGRAM

Section A. The City will provide medical and dental coverage as well as a vision program to the employees at the same level and cost as is currently provided to all other City employees.

Section B. The City will contribute maximum of \$37.50 per month per union member to a Medical Expense Reimbursement Plan (MERP) selected by the City Council beginning January 1, 2018. The City is authorized to deduct \$37.50 from each union member's pre-tax compensation and direct those funds to the selected MERP. If the City selects a MERP other than the MERP administrated by the Washington State Council of Firefighters and is identical to the Washington State Council of Firefighters MERP, then this section shall be re-opened for negotiations.

When a bargaining unit member retires form the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the September 2010 Employee Handbook eligibility and payment formula. Upon retirement, each bargaining unit member shall direct 100% of the bargaining unit member sick leave cash out (pre-taxed) directly into their MERP account,· purchasing additional unit multipliers at the age appropriate rate.

The City will contribute \$300/ month per union member to a Voluntary Employees' Benefit Association (VEBA) administrated by the Benefit Plan Administration Services from Washington State.

Section C. In the event the City terminates medical insurance coverage through the Ill-A, this Article 18 will be eligible for renegotiation prior to the expiration of this Agreement.

ARTICLE 19-STAFFING POLICY

The Chief of the Fire Department, as an administrative procedure, shall establish staffing requirements.

Section A. The minimum shift staffing is set at two (2) Employees on duty at all times with at least one being a paramedic, and the other a qualified driver/EMT. If shift staffing falls below minimum staffing as defined in this section, the chief may offer the shift to full-time employees, and if necessary, may make a mandatory assignment of a full time employee to that shift for the time the chief deems necessary.

Section B. When staffing levels fall below the needed staffing as determined by the fire chief, paid on call members may be assigned to augment staffing at management's discretion.

Section C. Leave requests (Comp Time, Vacation, etc.) will normally only be denied if the leave request would place the shift below two full time members on regular duty.

Section D. In the event the shift staffing level set forth in Section A of this Article cannot be met, or if circumstances require staffing above the minimum, the Fire Chief or designee reserves the right to exercise mandatory call back.

ARTICLE 20 - SHIFT EXCHANGE

Any Employee will have the right to exchange shifts or trade with any other Employee, provided minimum staffing levels are maintained. The practice of exchanging shifts or trading time will be a voluntary program by the Employees.

When an Employee is absent from work under the exchange of shifts policy, no other Employee will be paid for working out of classification or overtime pay as a result of the exchange of shifts.

When a change takes place, the Employee who agrees to accept the exchange of shifts will assume the responsibility for working that day, except as provided for in regular sick leave.

ARTICLE 21- LIMITED DUTY

Section A: When, according to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty, an Employee is rendered physically unable to perform his or her job duties, the Employee shall be entitled to injury leave utilizing sick leave, vacation leave or comp time with the full pay he or she receives at the time of the injury. Such injury leave pay shall continue while the Employee is unable to perform his or her duties or until such time as the Employee is accepted for retirement by the then-applicable retirement system, provided that any such injury leave is limited to a maximum of 180 days from the date of injury, unless a longer period of time is approved by the Mayor and City Council.

Section B. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by worker's compensation shall be equal to the difference between the worker's compensation for lost time and the Employee's regular salary rate.

Any Employee seeking, continuing, or asking to be reinstated from injury leave may be subject to an examination by the Emergency Responder Health Center located in Boise, Idaho at the expense of the City. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. If the Employee does not agree with the City physician's assessment, he or she may, at his or her own expense, seek a second opinion from a physician of his or her choice. Such opinion shall be considered by the City in determining reinstatement.

Whenever an Employee is rendered physically unable to perform his or her job duties, the City may elect to assign the Employee to limited duty status if management determines that limited duty work exists at that time. Limited duty work consists of any of the following at management's discretion:

1. Preparation of materials for inspection and training.
2. Limited duty equipment and station maintenance.
3. Fire prevention work.
4. Other Fire Department related duties as assigned.

Any limited duty work shall be limited to conditions, instructions, restrictions or limitations imposed by the physician(s) or specialist(s) evaluating the Employee's condition and fitness for duty. Limited duty shall not be assigned or defined in a manner that will endanger, aggravate or prolong the full recovery of the injured Employee to full recovery or fitness for duty.

Limited duty assignment may be limited to one (1) person on each shift. The designated limited duty shift for said individuals shall be 8a-5p Mon-Fri unless mutually agreed upon by management and the Employee. After 45 days of limited duty, Employees shall be evaluated by the Emergency Responder Health Center located in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center no longer be an option than another occupational health physician may be used to

evaluation the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, unless a longer period of time is approved by the Mayor and City Council.

Section C: If an Employee is rendered physically unable to perform his or her job duties, the Firefighter may use sick leave, vacation, and compensatory time to cover scheduled shifts. After 45 days of limited duty due too other than on-the-job injuries, Employees may be evaluated by the Emergency Responder Health Center in Boise, Idaho to evaluate the individual's ability to return to work. Should the Emergency Responder Health Center in Boise, Idaho no longer be an option than another occupational health physician may be used to evaluate the Employee's duty status. Individuals that are not able to return to regular duty after 180 days may be terminated, with consent of the Mayor and City Council.

ARTICLE 22 - PERSONNEL REDUCTIONS

An Employee may be separated without prejudice because of lack of funds or curtailment of work. Layoffs will be made by management based on the critical needs of the Fire Department, the certifications held by an Employee, and the seniority of the Employee. Certifications to be considered are:

- NREMT-P;
- Rope Rescue Tech III;
- Senior Engineer;
- Idaho State Certified EMS Instructor;
- Idaho State Certified Fire Instructor; and
- IFSAC Fire Fighter – 1 Certification.

This personnel reduction article shall not apply to temporary Employees.

An Employee separated due to a personnel reduction shall be eligible for reinstatement, without testing, to their prior position and rank within (2) two years of the date of their separation if the position is restored.

ARTICLE 23 - SETTLEMENT OF DISPUTES AND DISCIPLINE

For the purpose of this Agreement, a dispute is defined as a circumstance involving the interpretation of the terms of this Agreement. Disputes that arise pursuant to the interpretation of state or federal law or on issues not addressed by the Agreement are not subject to this Article.

Section A. Labor disputes or differences arising between the City and the Union and the Employee, including differences or disputes as to the meaning, application or operation of any provision of This Agreement, shall be settled in the manner herein provided. For the purposes of this Article, such a dispute or difference shall be referred to as a grievance.

Section B. First year Employees are entitled to grievance procedures concerning wages and working conditions only.

Section C. Any Employee who has a grievance concerning interpretation of this Agreement shall notify in writing the Union leadership within thirty (30) calendar days from the date of the grievance. The Union leadership will either resolve the grievance or notify the Union Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the grievance, and the Union shall determine if a grievance exists. If in the Union's opinion no grievance exists, no further action is necessary.

Section D. If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an agreement within thirty (30) calendar days, each shall notify the Mayor and City Council in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

Section E. If the City has a grievance with the Union, the City shall notify, in writing, the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F of this Article.

Section F. In the event the grievance is not resolved within thirty (30) calendar days, after being referred to the Mayor and the City Council, the Union and the City may mutually agree to non-binding mediation, and the costs shall be shared equally. If in the event both sides fail to reach an agreement through mediation, it may be submitted to arbitration in accordance with Section G of this Article.

Unresolved issues concerning discipline are mandatory subjects of arbitration.

Section G. The issue may be submitted to arbitration in accordance with the following procedures:

- The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the Mayor. The failure to file the demand for arbitration within the sixty (60) calendar day period shall be deemed a waiver of the right of such party to demand arbitration of the issue indispute.
- Within ten (10) days of demanding arbitration the party requesting arbitration

will request from the American Association of Arbitrators ("A.A.A."), a panel of 5 arbitrators who are members of the National Academy of Arbitrators and the demanding party shall pay all fees and costs associated with initiating the arbitration panel subject to reimbursement by decision of the arbitrator. Both parties shall prepare and agree on written questions outlining the issues to be addressed by the arbitrator.

- Either party may reject the entire panel of arbitrators and request a new panel from the A.A.A., to be selected in accordance with the paragraph above. No more than two panels may be so rejected from each party.
- A flip of the coin will determine the right to strike the first two names from the five-person panel. The other party will then have the right to strike an additional two names. The fifth remaining person will then be the arbitrator ("Arbitrator"). This selection process must be accomplished within 5 days of receipt of the panel from the A.A.A.
The decisions of the Arbitrator shall be final and binding on both parties in all matters pertaining discipline, subject only to the parties' right to seek vacation or modification to the Arbitrator's award pursuant to the provisions of Title 7, Chapter 9, Idaho Code.
- The Arbitrator shall have only such jurisdiction on and authority to interpret and apply the provisions of the Agreement as shall be necessary to the determination of the issue at hand. The Arbitrator shall not have any power to add or subtract from, modify or alter in any way, the provisions of this Agreement.
- The expenses of the Arbitrator shall be borne by the non-prevailing party. In the event that both parties prevail in part, the expenses of the Arbitrator shall be equally shared between the parties.

Section H. Where a complaint alleges discrimination based on race, creed, color, religion, sex, sexual orientation, or physical handicap, the City's affirmative action complaint procedure will be utilized. In matters dealing with sexual harassment, the City's sexual harassment complaint procedure will be used.

ARTICLE 24-DISCIPLINE AND DISCHARGE

Section A: Employment with the City of Ketchum is "AT WILL," subject to the progressive discipline provisions set forth below.

The City may discipline or discharge Employees subject to the provisions of this Agreement. Such discipline or discharge shall be fair and impartial, and progressive discipline, including a written warning followed by a suspension, shall be implemented prior to the discharge of any Employee.

No such prior warning or suspension shall be necessary if the cause for suspension or discharge is related to employment and consists of:

- a) Conviction of the violation of any state or federal felony involving moral turpitude;
- b) Theft from the Employer of property with a value in excess of \$10;
- c) Insubordination
- d) Unlawful action that results in substantial risk of serious bodily injury or death to any person;
- e) Reckless conduct which results in serious personal injury or property loss in excess of \$2,500;
- f) Conviction of any felony or misdemeanor which prevents the Employee from performing the duties of the job;
- g) Inability to return to full duty per Article 21.

Section B: The City may suspend an Employee with pay or without pay for a period up to 10 business days when necessary to protect the health, safety or welfare of Employees or the public. The decision to suspend an Employee without pay will be made on a case-by-case basis taking into consideration the severity of the alleged misconduct. If the City finds no misconduct occurred, the suspended Employee will receive all wages and benefits for the number of days suspended upon his/her return to work.

Section C: The Union shall be entitled to challenge any discipline or discharge through the grievance procedure established in this Agreement. If a termination is challenged, the Employee is not entitled to compensation during the challenge. In the event that the Union prevails in its challenge, the Employee will be made whole.

Section D: Discipline shall consist of verbal warnings (which may be documented by an informal writing provided to the Employee), written warnings (which shall be documented by a formal writing provided to the Employee), suspension without pay, and discharge. All discipline other than verbal warnings shall be in writing with copies to the affected Employee.

ARTICLE 25 - RESIDENCY REQUIREMENT

Employees are required to maintain a primary residence within 60 road miles of Ketchum Fire Station 1, 107 Saddle Road, Ketchum Idaho. It is the responsibility of the employee to report for assigned shifts and scheduled duties on time. Failure to report on time due to weather, road conditions, traffic or other reason may subject the employee to disciplinary action.

ARTICLE 26 - NEPOTISM

Section A. No relative related within the first degree of an Employee can be hired by the City to work within the Fire Department. Any Employees that are married as of the date of adoption of this Agreement shall be grandfathered and can continue to hold employment with the City.

Section B. No two department heads within the City may be related within the first degree.

Section C. No supervisor shall supervise another Employee if the supervisor and Employee are engaged in a romantic or sexual relationship.

Section D. Relationships between Employees and Volunteers shall not interfere with work duties.

ARTICLE 27 - PHYSICAL FITNESS PROGRAM

Section A. The City of Ketchum and the members of Local #4758 recognize the importance of physical fitness. Maintaining physical fitness is vital for firefighter readiness and is a major step towards living a healthy life. The City agrees to provide for Annual Firefighter Wellness Examinations as soon as such examinations become available through III-A. The Wellness Examinations shall be comparable to; and offer the same level of screening; as the program offered through the Emergency Responders Health

Center in Boise. This will be administered as a non-punitive program with the focus on member health and welfare as its' primary objective.

Section B. Employees will be provided time to perform physical fitness activities together while on shift. Approximately one hour will be used for this purpose during any portion of the 24-hour shift, with the exception of 10 am to 5 pm. It is preferable that all members on shift work out together; however different periods will be accepted if group activity time cannot be scheduled. Employees must maintain their primary responsibility of readiness at all times and scheduled work assignments will take precedence.

Section C. Employees shall complete and annually pass a U.S. Forest Service Arduous Work Capacity Test (Pack Test) in time to meet the Idaho Department of Land's contractual deadline. Employees that fail the Pack Test are entitled to re-take the pack test two (2) additional times within thirty (30) days. Employees failing the Pack Test after three attempts shall be placed on limited-duty and shall undergo a fitness for duty physical within thirty (30) days of the third attempt by a physician or specialist selected and paid for by the City.

Employees undergoing a fitness for duty examination and declared fit for duty shall pass the Pack Test within 60 days of the fitness for duty examination unless restricted by the examining physician or specialist, in which case, management reserves the right to modify the employee's status and work assignment. See Article 21 regarding Limited Duty.

ARTICLE 28 - SUBSEQUENT CONTRACTS

Section A. Not later than April 1st of the year in which an agreement is to be opened for negotiation, the Union President shall advise the Mayor in writing of intent to negotiate and supply a roster of the Union's negotiating team. The Mayor shall acknowledge receipt of the Union proposals within ten (10) weekdays and shall provide to the Union President in writing a roster of the negotiating team representing the City.

Section B. In the event any items in negotiation remain unresolved thirty (30) days after the initial bargaining session, upon request by the City or the Union, a fact finding commission shall be appointed in accordance with Title 44, Chapter 18 of the Idaho Code. The fact finding commission shall hold hearings and make recommendations in accordance with Idaho law.

ARTICLE 29 - SAVING CLAUSE

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

ARTICLE 30 -TERMS OF AGREEMENT

Pursuant to Idaho Code Title 44, Chapter 18, this Agreement shall be in effect as of October 1, 2021 and continue through September 30, 2024.

ARTICLE 31- PREVAILING RIGHTS

All wages, rates of pay, working conditions and all other terms and conditions of employment held by the Employee at the time of execution of this Agreement, which are not included in this Agreement but are mandatory subjects of bargaining under Idaho Code 44-1802, shall remain in force unless changed by mutual agreement evidenced by writing.

ARTICLE 32 - COURT AND JURY LEAVE

Employees who are required to appear in court as a juror or witness shall receive full compensation at the member's normal rate of pay. The employee shall report any fee to which the employee may be entitled by reason of such appearance and pay the same over to the City with the exception of allowances for mileage, when applicable.

If employees are dismissed from court before the end of the shift, the employee must report to their supervisor for instruction on whether to return to work for the remainder of the shift. The employee must present checks from the court to the City Clerk/Treasurer to substantiate the claim for compensating pay.

ARTICLE 33 - LEAVE DONATION

Employees may donate leave time to any City of Ketchum Employee who has exhausted their sick, vacation, and compensatory leave time and who requires absence from work due to illness or injury in accordance with the FMLA.

- Donations may be made in a minimum of 1 hour increments. For every one hour of sick, vacation or compensatory time donated by the donor, the recipient will be credited with one hour of sick leave. The pay levels of the two employees shall not affect the transaction.
- A donating member must retain a minimum of 144 hours of sick time for their own use.
- A recipient can receive a combined maximum to the equivalent of the maximum allowable leave time in accordance with the FLMA.
- An employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
- The donated time will not count as the donor's hours worked in any pay period.
- Participation as a donor is voluntary. A donor cannot be directly or indirectly intimidated, threatened or coerced, or promised any benefit by any employee for the purpose of donating or using leave.
- Unused donated time will be returned to the donor or donors in the event the time is no longer needed.
- An employee can be a donation recipient should the City of Ketchum expand the donor program to the rest of its employees.

ARTICLE 34-PORTAL TO PORTAL

Section A. Portal to Portal Pay covers those instances when a member is deployed or responds to emergencies regardless of the proximity to their jurisdiction.

Section B. Paid time will accrue from the time the Employee responds to an emergency (as authorized, either directly or via a station) to the time the Employee is released from the emergency and returns to service within the Employee's jurisdiction.

ARTICLE 35 - PROMOTION AND RECRUITMENT PROCESS

Section A. The city will conduct a recruitment for promotion to Captain every odd year. The process [A11] will be used to establish a promotional list that will be used to select new captains in the event of a vacancy for a period of two years from the date of posting. Engagement in the process of recruitment as provided herein does not obligate the city to promotion or hiring of a firefighter to a caption position.

Notice of the promotional process will be posted not less than 30 days in advance. The posting will include a current job description and minimum requirements for the position. Applicants for the position shall meet the minimum requirements in the City of Ketchum job description for the position of Captain as a prerequisite for participation in the promotion or recruitment process.

All testing shall be impartial and shall relate to the duties of the position. The fire chief has the right to final choice from the top three scoring candidates to best suit the needs of the department.

Section B. All promotions shall be subject to a one year probationary period. In the event of removal of an employee from the Captain position during this period, the employee shall be reinstated at their former rank and pay with no loss of longevity. This does not preclude disciplinary action or discharge for cause in accordance with Article 24.

ARTICLE 36 - RECRUITMENT

A representative from the Union will have a seat in the process of hiring new Employees who are covered by this Agreement. Such Union representative will participate in the interviews, the post interview discussions, and will have the right to express his/her opinions about the applicants. The Union recognizes that the Fire Chief or designee is solely vested with the authority to make the final hiring choice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective this _____ day of _____, 20____.

For IAFF Local # 4758

John Rathfon, President

For the City of Ketchum, Idaho

Neil Bradshaw, Mayor

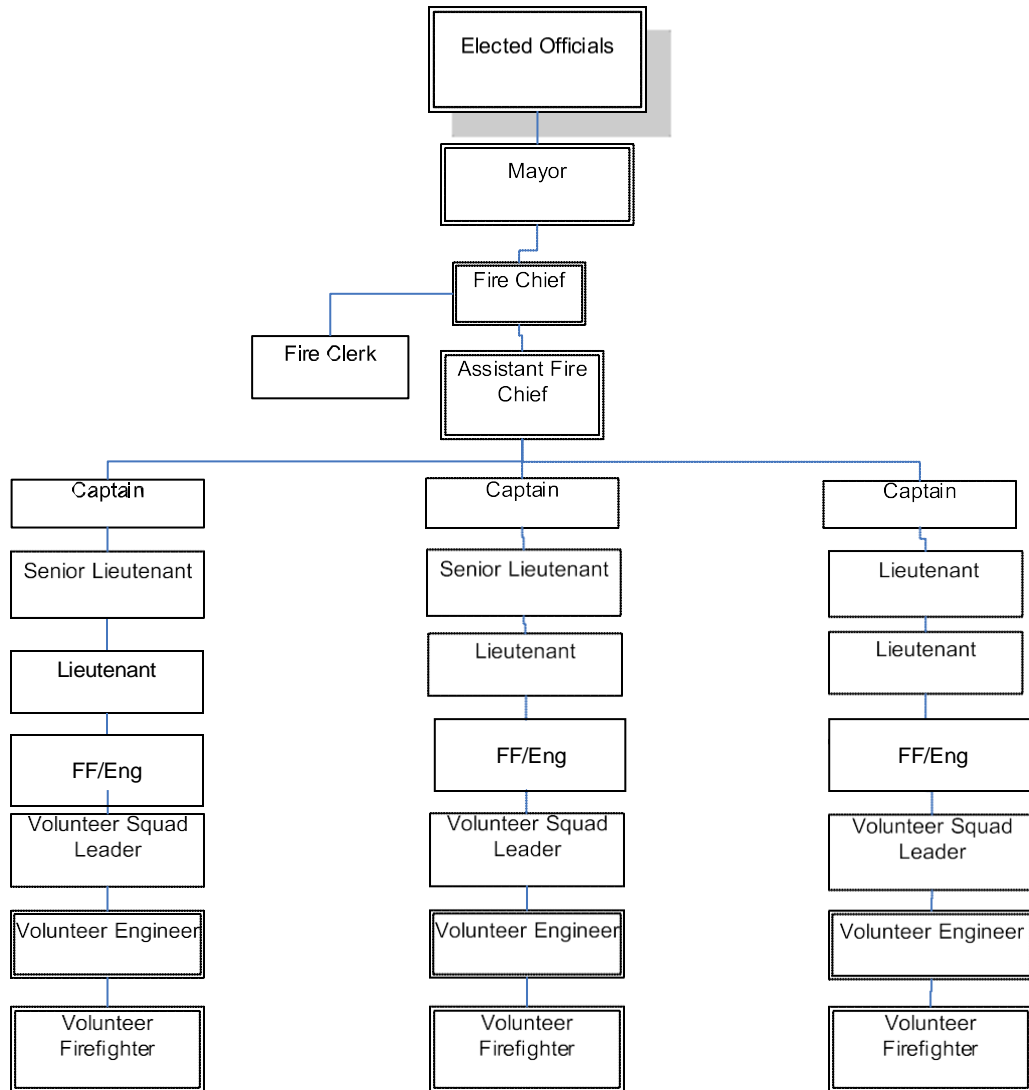
Attest:

Tara Fenwick, City Clerk

SCHEDULE A-ORGANIZATIONAL CHART

Ketchum Fire Department Operational Chain of Command

10/01/2017



SCHEDULE B - REGULAR WORK WEEK

Day of FLSA Cycle	1	2	3	4	5	6	7	8	9
A – SHIFT		X		X		X			
B – SHIFT	X		X					X	
C – SHIFT					X		X		X

X represents a twenty four hour shift

SCHEDULE C- SALARY RANGE

Salary range for each position without incentive or longevity pay.

Effective October 1, 2021:

Firefighter	(first year)	\$17.00 per hour	\$47,886 per year
Engineer	(second year)	\$18.00 per hour	\$49,644 per year
Lieutenant	(third year)	\$23.00 per hour	\$63,434 per year
Senior Lieutenant		\$25.00 per hour	\$68,950 per year
Captain		\$27.00 per hour	\$74,466 per year

Effective October 1, 2022:

Firefighter	(first year)	\$18.00 per hour	\$49,644 per year
Engineer	(second year)	\$19.00 per hour	\$52,402 per year
Lieutenant	(third year)	\$24.00 per hour	\$66,192 per year
Senior Lieutenant		\$26.00 per hour	\$71,708 per year
Captain		\$28.00 per hour	\$77,224 per year

Effective October 1, 2023:

Firefighter	(first year)	\$19.00 per hour	\$52,402 per year
Engineer	(second year)	\$20.00 per hour	\$55,160 per year
Lieutenant	(third year)	\$25.00 per hour	\$68,950 per year
Senior Lieutenant		\$27.00 per hour	\$74,466 per year
Captain		\$29.00 per hour	\$79,982 per year