



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

### Recommended Motion:

I MOVE TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT 24928 WITH IAFF LOCAL 3426, AND AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT.

### Reasons for Recommendation:

- This agreement was reached following negotiations with the Local and has been ratified by the Local.
- This agreement brings the wages paid to Ketchum Firefighters to parity with the firefighters of Wood River Fire Rescue.

### Policy Analysis and Background (non-consent items only):

City Administrator Jade Riley and Fire Chief Bill McLaughlin met with the IAFF Local 3426 over the last three weeks to negotiate a new labor agreement (Collective Bargaining Agreement or CBA). This agreement has the following significant changes from the previous 2022 agreement:

1. The agreement is for one year instead of three years in anticipation of a possible consolidation of fire service entities.
2. The wage scale has shifted significantly, bringing it to parity with Wood River Firefighters. This represents a minimum of 4.3% increase and a maximum of 27% increase. The previous minimum wage was \$19.00 per hour for entry level and the new entry level wage will be \$25.58 per hour.
3. Employees with clerical or administrative positions in the fire department that are also firefighter/EMT or firefighter/paramedic certified will now be covered by specified parts of the CBA.
4. The firefighters will move to a 48/96 work week, at their request.
5. The firefighters are assigned to 96 hours per twelve days. FLSA requires overtime for all hours over 91 hours in 12 days. In the past, firefighters could use this "FLSA overtime" as comp time for time-and-a-half hours off. Now, it is eligible only for overtime.
6. Firefighters filling in for an absent captain will now be paid a supervisory wage for periods of 24 hours or more. Previously that was 7 shifts.
7. Employees now need to demonstrate fitness for return to work from extended periods.
8. Pregnancy, parental leave and military leave are all now addressed.
9. Employees are no longer bound by a residency requirement.
10. Personnel who cannot pass their fitness testing may be terminated.
11. Personnel who are out on sick leave over 6 months can be terminated by the staff, instead of an automatic termination unless acted on by council.

12. Firefighters involved in traumatic events can be released from duty when appropriate.

Sustainability Impact:

None.

Financial Impact:

This will have an estimated financial impact of \$96,412.00.

Attachments:

1. Draft CBA Agreement 24928

# COLLECTIVE BARGAINING AGREEMENT 24928

## 2024-2025

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IAFF LOCAL #3426 KETCHUM PROFESSIONAL  
FIREFIGHTERS & THE CITY OF KETCHUM



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# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This agreement ("Agreement") entered into this by and between the City of Ketchum, ("City" or "Employer"), and Firefighters Local Union #3426, 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 firefighter, and who is a member of the Firefighters Local Union #3426. The term "Represented Administrative Employee" shall mean a full-time employee who is assigned to a regular 40 hour work week, and has firefighting duties and is a member of the Firefighters Local Union #3426. Administrative Employees who do not have firefighting duties shall not be represented by the union. The term "City Employee" shall mean any person employed by the City of Ketchum. The terms "Volunteer" and "Paid-on-Call Firefighter" shall mean a paid-on call firefighter. Seasonal or temporary firefighters and paid-on-call firefighters must work a full-time employee schedule for at least ninety (90) consecutive days before they may qualify as an "employee" or a "firefighter"

## **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 current City of Ketchum Employee Handbook 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**

**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 #4576, now the Firefighters Local Union #3426 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 full-time firefighters 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 member 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 members upon written authorization from the member. 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 9, twenty-four (24) hour shifts off will be allowed 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 for 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, gender identity or expression, 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 two consecutive 24 hour followed by 96 hours off every 6 days to equal four (4) twenty-four (24) hour twelve days consisting of 96 regular hours in twelve days. . This is referred to as a 48/96 assignment. Each employee is assigned to either A, B, or C shift and follows that shift schedule. Forty-Eight hour shifts are to start at 0730 and conclude at 0730 the morning of the third day, and be documented as a 48hr shift less any leave time used, regardless of daylight savings time changes. Regular Full Time employees not assigned to the regular platoon system will work 96 hours every 12 days to be assigned by the Fire Chief, Assistant Chief, or designee.

**Section D.** Employees may be placed on alternate work schedules for light duty, training or temporary details. Schedules for light duty shall be in accordance with Article 21. For training or other details except light or limited duty, schedule and wages shall be adjusted to ensure the employee does not receive less than the wages he or she would have earned on a regular work week over that period.

## **ARTICLE 9-WAGES**

### **Section 9.1**– Wages

The regular full-time base salary for the term of this CBA shall be \$66,500 in FY 2025.

Additional compensation shall be calculated from *AND* added to the base with the following percentages:

- 10% of base for paramedic certification *OR* 3% for EMT with IV / IO certification
- 15% for Captain assignment / promotion *OR* 5% for Lieutenant assignment / promotion
- 1% for each year of regular full-time service to Ketchum Fire Department or equivalent full-time/combination structure fire department
- 1% for an Associate's Degree *OR* 3% for a Bachelor's Degree *OR* 5% for a Master's Degree

## **NEW ARTICLE 10 – REPRESENTED ADMINISTRATIVE EMPLOYEES**

Represented Administrative Employees are those employees who are permanently assigned to a 40-hour work week, have firefighting duties, and are members of Firefighters Local 3426. The terms of this agreement apply to these employees, except as follows:

**Section A.** Regular Work Week: REPRESENTED ADMINISTRATIVE EMPLOYEE are assigned to a work week of 40 hours per 7 day work week.

**Section B.** Vacation: Vacation is accrued as for other city employees per the current city handbook.

**Section C.** Sick leave: Sick leave is accrued as for other city employees per the current city handbook.

**Section D.** Base Pay: Employee's base pay shall be in accordance with Schedule B of this Agreement.

**Section E.** Represented Administrative Employees shall have all holidays listed in Article 11 off with pay. If the employee is required by the City to work on a recognized holiday, the employee shall receive regular hourly wages in addition to the holiday pay.

**Section F.** Represented Administrative Employees shall receive time and a half for any hours worked in excess of forty hours in a seven day pay period. Represented Administrative Employees may receive comp time at time and a half in lieu of overtime for up to 40 hours as allowed in the city handbook. Represented Administrative Employees called back to work from off duty shall be paid a minimum of one hour at overtime rate. This does not apply to times when a Represented Administrative Employees voluntarily chooses to adjust times worked to suit their own schedule.

**Section G** Represented Administrative Employees may not be used to calculate minimum daily staffing per Article 19, except that The City may request a Represented Administrative Employee to fill a regular shift in the event that a shift has fallen below minimum daily staffing, and has not been filled by full-time or paid-on-call members as per article 19, at management's discretion. Represented Administrative Employees may

respond to calls for service as workload allows.

**Section H.** Represented Administrative Employees are eligible for the annual wellness examination described in Article 27, Section A. Represented Administrative Employees are not automatically eligible for one hour fitness activity as described in Article 27, Section B, but may be permitted time for fitness at the sole discretion of their supervisor, at the approval of the fire chief. Article 27, Section C shall apply for any Represented Administrative Employee who responds to emergency incidents.



## **ARTICLE 11 – HOLIDAY**

The City shall recognize the following twelve holidays:

New Year's Day

Martin Luther King Day

Presidents Day

Memorial Day

Labor Day

Juneteenth National Independence Day

Independence 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. A holiday shall be calculated based on the shift that starts at 0730 on the holiday, ending on 0730 on the following day. Employees working the shift prior to the holiday will not receive holiday pay for hours between midnight and 0730 of the holiday. Compensation will be in the form of pay, and employees are not permitted to use holiday pay incentive as comp time.

## **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.

**Section B.** In each 12 day FLSA work period, the employee is regularly scheduled to work 96 hours. All hours over 91 hours are considered extra duty. Each employee shall be paid overtime for all hours more than 91 hours per work period.

**Section C.** 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 more than the 96 scheduled work hours. Comp time shall be taken as a one (1) hour minimum, provided staffing levels as defined in Article 19 are maintained. Leave requests of, or greater than, twenty-four (24) hours shall be made according to Article 16. A comp time request of less than 24 hours duration may be granted by a shift officer, if minimum staffing requirements as provided herein are met, and the time off is to occur during the same shift in which the request is received by the shift officer. Employees may accrue up to one-hundred-twelve (112) hours and may carry over one-hundred-twelve (112) hours of comp time into the following year pursuant to Article 16, Section C. Any comp time request that would place the Employee above the accrual limit shall be void as overtime.

**Section D.** An Employee who is called back to work from off duty for incident response shall be paid at least a one-hour minimum at the Employee's overtime rate, regardless of hours actually worked in the pay period. Any employee who is called back to work for backfill for incidents as approved by the fire chief shall be paid at least one-hour minimum at the Employee's overtime rate, regardless of hours in the pay period. However, such hours shall not be used to calculate "hours worked" toward additional overtime if the employee has not met the 91 hour threshold. This shall include schooling and training if an Employee is approved to attend. ~~Such hours paid at overtime, however shall not be used to calculate "hours worked" toward additional overtime if the employee has not met the 91 hour threshold~~

**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 twenty-four (24) or more consecutive hours, 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 ten (10) percent above the employee's current salary, 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**

**Section A.** 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. 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 management. Station uniform items shall consist of duty boots, dress shirts, shorts, winter coats, hats, sweatshirts, t- shirts, and pants. If the employee chooses to purchase their own duty boots, the City will reimburse up to \$150 toward those boots, at a limit of one pair every two years.

**Section B.** 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. This shall include structural PPE and wildland PPE. In the event an employee opts to purchase wildland fire boots other than those issued, the City agrees to reimburse \$150 toward those boots, at a limit of one pair every two years

## **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

**Section C.** On September 30th, Employees who have accrued vacation or comp hours in excess of their allowed annual accrual limit will be paid in cash or paid into a qualified deferred compensation program for those hours at the rate of pay plus incentives in effect on September 30th

**Section D.** Vacation, and compensatory time may accumulate to the maximum amount set forth in Article 16, Section B and Article 12, Section B of this Agreement except if an Employee is unable to use vacation or compensatory time due to illness, injuries, training schools, or similar situations whether on sick leave or worker's compensation and unable to reschedule the same. If an Employee is at maximum accumulation and illness, injury, training school, or similar situations occur, preventing the employee from taking vacation or compensatory time, the vacation or compensatory time will be carried over to be used the following year or will be cashed out at the established rate. If the Employee does not return to work after this injury or illness, or is otherwise separated from employment at the City of Ketchum, all accumulated vacation, and comp hours will be paid at the established rate as set forth in Article 12, Section A, Article 16, Section C and Article 17, Section B of this Agreement.

**Section E.** Vacation time hours shall be taken as a twelve (12) hour minimum with a minimum of ten (10) days of written or electronic notification. Vacation time may, however, be granted with a minimum of one (1) hour increments subject to the discretion of the Chief and his/her designee.

## **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 48 hours 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 administered 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 from the Ketchum Fire Department and is eligible for sick leave cash out, such cash out shall be in accordance with the current 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) administered by the Benefit Plan Administration Services from Washington State.

**Section C.** In the event the City terminates medical insurance coverage through the III-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.** If a regularly assigned shift consists of five (5) full-time employees, the minimum shift staffing shall be three (3) Employees on duty at all times including at least one paramedic. If a regularly assigned shift consists of four (4) full-time employees, the minimum shift staffing shall be two (2) Employees on duty at all times including at least one paramedic. 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 assign 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 the minimum staffing of full-time Employees on regular duty, as defined in Section A of this Article.

**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.

**Section E.** A regularly assigned shift is defined as a consistent shift assignment of more than 3 calendar months.

## **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 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:** All on-the-job injuries shall be reported to the Department Head within 24 hours of the injury to allow filing of worker's compensation claims in the proper manner. If an Employee is disabled temporarily by an on-the-job accident, that Employee may be eligible for worker's compensation benefits upon submission to the State Insurance Fund. The City Treasurer must make sure the proper forms are filed with the State of Idaho for worker's compensation benefits eligibility. Return to employment will be authorized on a case-by-case basis upon consultation with the supervising official and State Insurance Fund. Concerns associated the injured worker status may be brought before the supervisor and the City Administrator for review.

The City has adopted a wage loss recovery benefit known as Kept on Salary (KOS). This benefit applies to full-time regular employees with a compensable work injury or illness under Idaho Worker's compensation laws. Under the KOS benefit, if an injured employee is unable to work due to a compensable injury or illness, the Employee will receive the difference between the employee's statutory worker's benefit amount and the Employee's regular net pay.

The KOS benefit begins after the worker's compensation statutory five (5) calendar waiting day period, unless specifically exempted as defined by Idaho Code 72-1104. A KOS eligible employee may receive the KOS benefit for a period of time not to exceed six (6) months. After six (6) months, the employee receives the statutory temporary disability benefit as defined and allowed under applicable Idaho laws.

All time off must be documented by the treating health care provider.

### **Section B.**

When an Employee is injured or ill from a condition occurring off duty, and is unable to perform the duties of the position, according to the conditions, instructions, restrictions or limitations imposed by the health care provider evaluating the Employee's conditions and fitness for duty, the Employee shall be entitled to injury leave; utilizing accrued sick leave, vacation time 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 City.

### **Section C.**

Any Employee seeking to be reinstated from injury leave of more than two calendar weeks shall be required to provide a "return to work" authorization from their treating health care provider. If the Employee is seeking to be reinstated from injury leave of one calendar month or longer, the employee 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.

When an Employee is seeking to return from any injury leave or work-related injury leave of 120 calendar days or more, the Employee may be required to demonstrate fitness for the job by completion of the work capacity test (pack test) at the arduous level, and/or the new recruit physical agility test as described in Appendix B. The City will also ensure compliance with any applicable laws, such as the Americans with Disabilities Act or the Family and Medical Leave Act.

Section D. Whenever an Employee is rendered physically unable to perform his or her job duties from an off duty injury or illness, the City may offer the Employee limited duty status 1.

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.

Employees choosing to use injury leave are not eligible for limited duty assignment in the same pay period.

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.

Section E. Individuals that are not able to return to regular duty after 180 days may be terminated by the City.

**Section F:**

The City and the Fire Department provide for modified duty assignments for female Employees who are pregnant. Once notification has been made to the City of their pregnancy, the employee may be moved from suppression duties at the Employee's request and permitted to work in accordance with her health care provider's recommendations. The Employee shall have the option of being assigned to modified duty or begin using leave time, if applicable under the FMLA, or other provided-for leave. The modified duty will be as a forty-hour week at no less than the Employee's regular salary.

## **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 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 #3426 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 while on shift. Approximately one hour will be used for this purpose during any portion of each 24-hour shift, with the preferred times being before 0900 or after 1700, however it is recognized that a shift, having worked the previous 24 hours with an insufficient time for rest may choose to alter this schedule to allow for sufficient rest, recovery and physical fitness training. Employees must maintain their primary responsibility of readiness at all times and call response 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) no later than April 30 of each year. Employees who 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.

Employees declared fit for duty following three failed attempts to pass the pack test shall have three additional attempts to pass the pack test within 30 days. Failure of the third attempt may result in termination.

## **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**

This Agreement shall be effective on the 1st day of October 2024, and shall remain in full force and effect until midnight on September 30, 2025, pursuant to Idaho Code §44-1804.

## **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 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.

Employees who are subpoenaed to testify for any incident or claim related to duties of the employee while off-duty will be paid overtime for time required for such testimony.



## **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 Lieutenant and to Captain every odd year. The process will be used to establish a promotional list that will be used to select new lieutenants and captains in the event of a vacancy for a period of two years from the date of posting.

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 Lieutenant or 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 Lieutenant or 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.

### **ARTICLE 37 CRITICAL CALL RELIEF**

When employees are exposed to incidents that cause critical incident stress, they shall be given the opportunity to leave during their shift after minimum coverage has been attained, without pay deduction for the remainder of that shift, at the discretion of the fire chief, assistant chief or shift officer. The fire chief and assistant chief shall be notified at the time of release of the employee.

## ARTICLE 38 – PARENTAL LEAVE

Parental leave is available to regular full-time Employees, regardless of gender. Employees become eligible for parental leave on the first day of the month following six months of regular employment. The leave may be used for the birth of the employee's natural child or the adoption of a child (up to 18 years old) in order to promote bonding with the child. When an Employee is eligible for Family Medical Leave (FMLA), paid leave under this program will run concurrently with FMLA leave (please refer to the Family Medical Leave policy in the City Handbook for details).

Employees shall designate, at the time they request FMLA, when parental leave will be used during the FMLA period. FMLA eligibility does not dictate parental leave eligibility.

Parental leave refers to paid time off following the birth of an Employee's natural child or the legal placement of a child with an Employee for the purposes of adoption. The maximum paid parental leave is seven (7) Forty-eight hour shifts (six calendar weeks). However, Employees may be eligible for additional leave, such as FMLA, which may be paid or unpaid as outlined in the City's handbook. Parental Leave shall be taken in a single, continuous block of time. Employees are only eligible for parental leave one time following the birth/adoption date.

Parental leave shall be requested at least thirty days prior to the anticipated due date/adoption date, absent any unforeseen circumstances.

## **ARTICLE 39 MILITARY LEAVE**

Employees who perform service in the uniformed services are eligible to take military leave. "Service in the uniformed services" includes but is not limited to performance of duty on a voluntary or involuntary basis and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

### **Section A. MILITARY ACTIVATION NOTIFICATION REQUIREMENTS**

Employees shall provide 14-day advance notice of the need for military activation leave, along with a copy of their military orders or other government-issued proof of activation, to their supervisor in writing unless relevant circumstances make such notice unreasonable, impossible, or prevented by military necessity.

### **Section B. REINSTATEMENT ELIGIBILITY**

Employees who return to work for the city after military leave are eligible for reinstatement in accordance the processes and priorities outlined in applicable federal and state laws.

### **Section C. ACTIVE-DUTY LEAVE OF ABSENCE**

Although not required by law, an extension of benefits and pay differential will be provided to eligible employees who have completed one year of employment with the city. For any activation period exceeding thirty (30) days that is not for training [see below], an employee who is involuntarily called to active service by the United States Government will receive the following considerations for a period not to exceed one year from the date of activation:

If the military pay (total of base pay, housing allowance, special duty pay, etc. excluding combat pay) is less than the employee's regular rate of pay, the city will make up the difference, less applicable payroll deductions. Premium pay items such as overtime, bonus pay, shift differential, etc. are not included as a part of the regular rate of pay for salaried or hourly employees.

Employees who underreport their military wages or fail to immediately notify the city of an increase to their military wages, directly or through a family member, shall reimburse the city for all overpayments. Further, the employee shall be subject to discipline up to and including termination of employment.

An employee may use any and all hours of accrued leave including sick leave, in increments necessary to maintain current voluntary deductions, including but not limited to health, deferred comp, etc.

The city will continue to subsidize an employee's group health/dental care benefits for the first 30 days of active service. Employees who are on military leave for 31 days or longer are eligible for health benefit coverage from the military.

### **Section D. MILITARY TRAINING LEAVE**

The city provides paid leave for authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component.

Although not required by law, an extension of benefits and pay differential will be provided to eligible employees who have completed one year of employment with the city. Ketchum firefighters who normally work 48-hour shifts are eligible to receive composite pay not to exceed 144 hours per calendar year as follows:



If the military pay (total of base pay, housing allowance, special duty pay, etc. excluding combat pay) is less than the employee's regular rate of pay, the city will make up the difference, less applicable payroll deductions. Premium pay items such as overtime, bonus pay, shift differential, etc. are not included as a part of the regular rate of pay for salaried or hourly employees.

If military training requirements exceed 144 hours, employees shall choose one of the following options:

- A. Use accrued compensatory time for regularly scheduled hours.
- B. Use accrued vacation leave for regularly scheduled hours.
- C. Take leave without pay.

For any employee to be eligible to receive paid military training leave, they shall submit a written request for the military training leave to their supervisor at least fourteen (14) calendar days in advance, along with a copy of military orders or other government-issued proof that the leave is for military Reserve training.

Employees who participate in multiple trainings per calendar year shall submit military orders for each training.

Employees shall notify their supervisor as soon as they are aware of their training schedule and notify the supervisor of any conflicts with their work schedule.

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

For IAFF Local # 3426

\_\_\_\_\_  
Lara McLean, President

For the City of Ketchum, Idaho

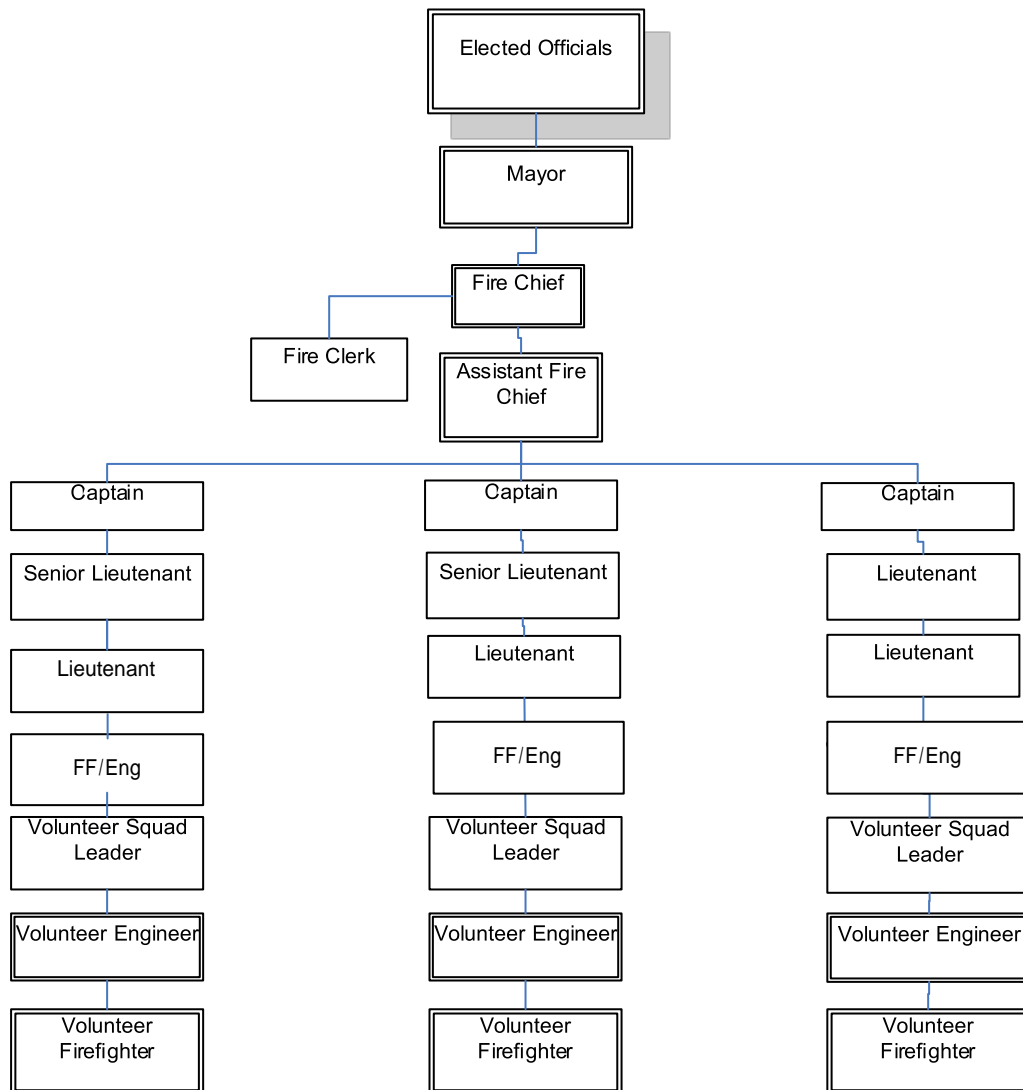
\_\_\_\_\_  
Neil Bradshaw, Mayor

Attest:

\_\_\_\_\_  
Trent Donat, City Clerk

SCHEDULE A-ORGANIZATIONAL CHART

<b>Ketchum Fire Department Operational Chain of Command</b>		
	10/01/2017	





## APPENDIX B

# Blaine County Physical Ability Test (BCPAT)

The BCPAT is the test of a candidate's fitness that mirrors actual tasks a firefighter would perform on the fireground. The candidate will wear a 45 pound weight vest which simulates the weight of a firefighter's personal protective equipment (PPE) and self-contained breathing apparatus (SCBA) throughout the test. The test consists of 8 separate tasks (see detail below) that are completed in sequence. This is a timed event and all successful candidates must complete the tasks within 10 minutes and 20 seconds to pass the test. A testing proctor will accompany the candidate throughout the test, directing the candidate as needed.

Before and after the test the candidate's pulse and blood pressure will be checked. The candidate's pulse should not exceed 100bpm at rest and the candidate's systolic blood pressure should be less than 150 mmhg.

Candidates will be required to wear a minimum of long pants, t-shirt, and closed-toed shoes. A weight vest, work gloves, and a helmet will be supplied for the candidates to wear during the test. The candidate may bring their own work glove if desired.

### BCPAT tasks

- 1. Stair Climb.** The candidate will ascend and descend the interior stairwells at a rate of 1 step per second for 3 minutes and 20 seconds. Upon completion the candidate will walk to the next station following the testing proctor's instructions.
- 2. Hose Drag.** The candidate will pick up a nozzle attached to 200 feet of 1 ¼ inch hose and proceed 75 feet to an obstacle, make a 90 degree turn around the obstacle and proceed another 25 feet to a marked area where the candidate will position with 1 knee on the ground. The candidate may drape the hose over their shoulder or across their chest if desired. The candidate must pull the hose hand over hand an additional 50 feet of hose into the marked area. The candidate is allowed to run during this event. Upon completion the candidate will walk to the next station following the testing proctor's instructions.
- 3. Equipment Carry.** The candidate will remove 2 saws one at a time from a simulated cabinet and place them on the ground. The candidate will then pick up both saws and proceed, walking, around an obstacle and return to the cabinet (75 feet total distance), place the saws on the ground and replace them one at a time to the simulated cabinet. The candidate may readjust their grip on the tools at any time. Upon completion the candidate will be directed to the next station following the testing proctor's instructions.

**4. Ladder Raise and Extension.** The candidate will raise a 24 foot extension ladder by starting at the tip and raising it hand over hand using the ladder rungs until the ladder is against the wall. The

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candidate will proceed to an adjacent ladder that is tied off to the wall and using the lanyard fully extend the ladder fly to the stop, then tower the fly back to the ground using a hand over hand technique. Upon completion the candidate will be directed to the next station by the testing proctor.

**5. Forcible Entry.** The candidate will strike a tire with a 10 pound sledge hammer 10 times. The candidate must strike the tire on the target on the tire. Upon completion the candidate will proceed to the next station by the testing proctor.

**6. Search.** The candidate will be required to crawl through a dark search tunnel with obstacles to simulate a search in low visibility conditions. Upon completion the candidate will be directed to the next station by the testing proctor.

**7. Rescue.** The candidate will drag a 165 pound mannekin 35 feet to an obstacle, proceed 180 degrees around the obstacle and return 35 feet to the starting point. Upon completion the candidate will be directed to the next station by the testing proctor.

**8. Ceiling Breach and Pull.** The candidate will be required to strike a designated point on an 8 foot ceiling with a 25 pound bar 3 times then pull an adjacent pike pole attached to a rope with a 50 pound weight. The weight must leave the ground 5 times. 5 sets of 3 pushes and 5 pulls will be completed. Upon completion the candidate will have completed the BCPAT.

The BCPAT will be held at the Ketchum/Sun Valley Fire Training Facility at 291 Lewis St. in Ketchum, ID. Candidates should be prepared for cool weather while waiting for their turn, however a heated office will be available for candidates to wait/recover.

The candidates will also be required to complete a ladder climb to ensure that the candidates are not acrophobic (afraid of heights). This is an untimed event separate from the BCPAT.