

**MEMORANDUM OF UNDERSTANDING
CAPTAIN-EMERGENCY MEDICAL SERVICES (EMS) POSITION**

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2023, by and between Meridian Firefighters I.A.F.F Local 4627 (“UNION”) and the City of Meridian (“CITY”).

RECITALS

WHEREAS, the UNION and the CITY are parties to that certain Collective Labor Agreement between City of Meridian and Meridian Firefighters I.A.F.F. Local 4627 dated February 23, 2021 (“CLA”), which is incorporated herein by reference; and,

WHEREAS, the UNION and the CITY are negotiating a successor collective labor agreement (“Successor CLA”) to the CLA; and,

WHEREAS, the UNION and the CITY have reached a tentative agreement that the Successor CLA will include a new Captain-Emergency Medical Services (EMS) position; and,

WHEREAS, Corey Patocka (“Mr. Patocka”) is employed by the City as its Emergency Medical Services (EMS) Coordinator; and,

WHEREAS, the CITY intends to eliminate the Emergency Medical Services (EMS) Coordinator position; and,

WHEREAS, the CITY indicates Mr. Patocka is qualified to serve as a Captain-Emergency Medical Services (EMS) and has completed probation; and,

WHEREAS, the UNION and the CITY agree it is desirable to create the Captain-Emergency Medical Services (EMS) position prior to the expiration of the CLA and place Mr. Patocka in said position;

NOW THEREFORE, the CITY and UNION hereby agree as follows:

1. The position of Captain-Emergency Medical Services (EMS) shall be established on or about September 21, 2023, and said position shall be included in the bargaining unit.
2. The CITY shall place Mr. Patocka in the Captain-Emergency Medical Services (EMS) position on or about September 21, 2023.
3. Mr. Patocka shall be placed at Step 1 of the 40-hour Captain classification (currently identified as “Captain – Fire Inspector/Training Captain” in Appendix A of the CLA).
4. Mr. Patocka’s anniversary date for step plan progression and UNION seniority date shall be the date he was placed in the Captain-Emergency Medical Services (EMS) position.
5. The Captain-Emergency Medical Services (EMS) position shall be a Forty (40) Hour per week position as described in Article 1.2 of the CLA.

6. All other terms and conditions of the CLA shall apply to the Captain-Emergency Medical Services (EMS) position.
7. Upon implementation of this MOU, the CITY will sunset the EMS Coordinator position.
8. The provisions of this MOU are not intended to change any other provisions of the collective labor agreement. This MOU is also not intended to change any existing past practices of the parties other than as expressly provided by the MOU.
9. Any disputes about the application and interpretation of this MOU will be resolved through the parties' grievance procedure, including through binding arbitration.
10. This MOU shall not constitute a waiver of either party's rights, claims, or defenses with respect to mandatory subjects of bargaining.
11. This MOU shall not be considered precedential in any other matter.

The UNION and the CITY agree that this MOU is effective upon execution and shall be incorporated into the parties' Successor CLA and shall remain in effect for the duration of the Successor CLA..

APPROVED:

Derek Nelson, President
Meridian Firefighters I.A.F.F. Local 4627

Date

PASSED by the City Council of the City of Meridian, Idaho, this ____ day of _____, 2023.

APPROVED by the Mayor of the City of Meridian, Idaho, this ____ day of _____, 2023.

APPROVED:

ATTEST:

Mayor Robert E. Simison

Chris Johnson, City Clerk