

COLLECTIVE LABOR AGREEMENT

between

CITY OF MERIDIAN

and

**MERIDIAN FIREFIGHTERS
I.A.F.F. LOCAL 4627**



Effective

February 23, 2021 – September 30, 2023

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1 **AGREEMENT PREAMBLE**

2 The City of Meridian, hereinafter referred to as the CITY, and the Local #4627
3 International Association of Firefighters, hereinafter referred to as UNION, with the
4 Management of the Fire Department, empowered by the CITY, to the Fire Chief, hereinafter
5 referred to as DEPARTMENT; in order to increase the general efficiency within the Fire
6 Department, to maintain existing harmonious relationship between the DEPARTMENT and its
7 employees, and to promote the morale, rights, and well-being of the employees of the Fire
8 Department, hereby agree as follows:

9 **ARTICLE 1 – RECOGNITION**

10 Pursuant to Title 44, Chapter 18, Section 1, Sub-section 1 (44-1801(1)) of the Idaho
11 Code the CITY recognizes the UNION as the exclusive bargaining agent for all firefighters as
12 defined by said code excluding any clerical support staff, Fire Chief, Deputy Chief or Division
13 Chief. The bargaining unit specifically includes and this Agreement shall apply to, but not
14 be limited to, the following positions:

15 **1.1 Twenty-Four (24) hour per shift Suppression Firefighters of the Meridian Fire**
16 **Department**

17 These employees work shifts defined by Article 19.1. The positions incorporated by
18 this Agreement are for Probationary Firefighter, Firefighter (I, II, and Senior Firefighter)
19 Engineer, Captain-Suppression, and Battalion Chief.

20 **1.2 Forty (40) Hour per week Firefighting Personnel of the Meridian Fire Department**

21 These employees currently work a shift as defined in Article 19.2. The positions
22 incorporated by this Agreement are Recruit Firefighter, Captain-Fire Inspector, Captain-
23 Training, and may include Suppression Firefighter personnel that are assigned on a temporary
24 basis for training, administrative assignment, or light duty. Temporarily assigned personnel
25 will not be required to flex their forty (40) hour per week schedule, as defined in Article 19.2,
26 without mutual consent by the individual and the DEPARTMENT. Temporarily assigned
27 personnel shall not have their vacation or sick leave converted pursuant to Article 12.1, but
28 will only accrue vacation and sick leave at the forty (40) hour per week employee rate during
29 the temporary assignment, in accordance with Article 11.2.

30 **1.3 New Positions**

31 In the event the DEPARTMENT intends to create a new position not referenced above,
32 the DEPARTMENT will provide advance notice to the UNION and meet upon request to

1 discuss whether the new position is appropriate to be included in the bargaining unit. The
2 Parties will also meet and confer regarding testing for any newly created bargaining unit
3 positions.

4 **ARTICLE 2 - DISCRIMINATION**

5 There shall be no discrimination against, intimidation, or harassment of any employee
6 by either the CITY, DEPARTMENT, or UNION or any employee acting on behalf of the
7 UNION, because of the employee's membership or non-membership in the UNION or by
8 virtue of his/her holding office or not holding office in the UNION.

9 The CITY and the UNION agree that neither shall discriminate against or harass any
10 employee or prospective employee with respect to his/her compensation, terms, conditions, or
11 privileges of employment because of such employee's race, color, religion, sex, national
12 origin, age, gender identity, gender expression, sexual orientation, or other factors which do
13 not constitute a bona fide occupational requirements. It shall be the exclusive responsibility of
14 the DEPARTMENT to determine bona fide occupational requirements within the meaning of
15 this Article.

16 **ARTICLE 3 – PREVAILING RIGHTS**

17 All rights, privileges and benefits held by the firefighters at this time which are not
18 included in this contract shall remain in force, unchanged and unaffected in any manner unless
19 agreed to and memorialized in writing by both parties to the Agreement, provided that the
20 DEPARTMENT may change or cancel any such right, privilege or benefit 1) temporarily to
21 accommodate an emergency situation; or 2) when shown to be a necessity for the best interest
22 of the CITY or the DEPARTMENT, provided further that any change, cancellation or
23 alteration of any such right, privilege or benefit cannot be done arbitrarily, for retaliation, for
24 the purposes of harassment, or in a manner resulting in disparate treatment, and must be with
25 just cause by the CITY or DEPARTMENT. Any change shall be subject to the Grievance
26 Procedure. Nothing in this Article is intended to supersede the CITY's obligation to negotiate
27 pursuant to the provisions of Section 18, Title 44, Idaho Code, or to supersede any other terms
28 or conditions of this Agreement.

29 **ARTICLE 4 – MANAGEMENT RIGHTS**

30 The DEPARTMENT shall have the exclusive right to exercise the regular and
31 customary functions of management, subject to the provisions of this Agreement and
32 consistent with applicable law and regulations, including, but not limited to: Determining the

1 DEPARTMENT'S financial, budgetary, accounting and procurement policies and procedures;
2 Directing the activities and operations of the DEPARTMENT; Determining the levels of
3 service and methods of operations; To create and oversee Department policies, Standard
4 Operating Guidelines (SOG's), and Emergency Operating Guidelines (EOG's) not inconsistent
5 with any other terms of this Agreement. The introduction of new equipment; The right to hire,
6 lay-off, transfer and promote; To discipline and discharge employees for cause; To determine
7 work schedules and assign work; To determine job qualifications and training requirements; To
8 take whatever action may be necessary to carry out its mission. Provided that nothing in this
9 Article shall nullify: (1) Any provisions elsewhere in this agreement, or (2) The CITY's
10 statutory obligation to negotiate with the UNION Pursuant to Chapter 18, Title 44, Idaho Code.
11 Any change or cancellation of any such right or privilege that is provided within Idaho Code
12 shall be subject to the grievance procedure.

13 The terms hereof are intended to cover only minimums in wages, hours, working
14 conditions, benefits, and other terms and conditions of employment. The CITY may place
15 temporary superior wages, hours, working conditions, benefits and other terms and conditions
16 of employment in effect and may reduce the same to the minimums herein prescribed.
17 This Article shall not preclude the UNION and the CITY from meeting during the period of the
18 contract to either (1) discuss procedures for avoiding grievances and other problems, or (2)
19 generally improving relations between the parties.

20 **ARTICLE 5 – UNION DUES, FEES and ASSESSMENT CHECK OFF**

21 The CITY agrees to deduct authorized union dues, fees and assessments in amounts
22 specified by the authorized officer of the UNION, from the pay of the UNION employees upon
23 written authorization. The CITY further agrees to transmit those amounts monthly to the
24 UNION. The UNION agrees to certify to the CITY the amount of authorized dues, fees and
25 assessments. The CITY will show deductions of dues, fees and assessments on the employee's
26 monthly check stubs.

27 **ARTICLE 6 – UNION BUSINESS**

28 Firefighters elected to UNION office shall be granted time off to attend functions,
29 conventions and seminars within the State of Idaho, provided that the Deputy Chief of
30 Operations, or the Fire Chief in his/her absence is given seventy-two (72) hours' notice and
31 approves such leave and the request does not incur overtime upon the Department. This can be
32 accomplished by the employee utilizing trades with other employees, or utilizing vacation time

1 pursuant to Article 12. UNION shall be allowed to hold meetings within CITY Fire Stations.
2 By mutual consent a meeting may be held at one station as schedule and workload allows. The
3 CITY shall always maintain authority over the use of its stations.

4 **ARTICLE 7 – REDUCTIONS IN FORCE**

5 Reductions in force shall be established by a resolution of the City Council. If a
6 reduction in force is directed then it shall be done based upon seniority within each section
7 Twenty-Four (24) or Forty (40) hour that is to be reduced.

8 Seniority in the Meridian Fire Department is established at the time of hiring and is
9 determined by date of hire, if the same then by cumulative test scores, and if still tied then by a
10 coin toss.

11 No new employees, in either twenty-four (24) or forty (40) hour per week positions as
12 covered by this Agreement will be hired until the released employees have been given the
13 opportunity to return to work. When positions become available then released personnel shall
14 be re-hired in the inverse order they were released.

15 **ARTICLE 8 – CITY AND DEPARTMENT POLICIES AND PROCEDURES**

16 The policies and procedures of the CITY and DEPARTMENT relating in any way to
17 wages, hours and/or conditions of employment pursuant to Chapter 18, Title 44, Idaho Code
18 shall be made a part of this Agreement. When considering the prevailing order of preference
19 of applicable laws and policies the parties shall all be bound by the following hierarchy:

- 20 1) All laws; Federal, State, and City;
- 21 2) The Collective Bargaining Agreement between the parties;
- 22 3) DEPARTMENT policy;
- 23 4) CITY Policy.

24 It shall be the responsibility of the UNION to notify the CITY, through the Fire Chief,
25 regarding any CITY or DEPARTMENT policy or procedure that in the opinion of the UNION
26 requires bargaining as defined in Chapter 18, Title 44. If the CITY or DEPARTMENT is
27 considering revising an existing policy or procedure or creating a new policy or procedure,
28 then the following shall occur:

- 29 1) The CITY, through the City Attorney or Human Resources Director, or the
30 DEPARTMENT, through the Fire Chief or the Deputy Chief, will notify the UNION in writing
31 of the addition and/or change that is being considered to a policy or procedure;

1 2) The UNION may provide written comment for consideration prior to the policy or
2 procedure being adopted;

3 3) The CITY or DEPARTMENT may consider and accept or reject the UNION's
4 recommendation;

5 4) The CITY or DEPARTMENT will notify the UNION with the final proposed policy
6 or procedure;

7 5) From the date of the notice the UNION has 30 calendar days to file a written
8 objection with the CITY or DEPARTMENT and request negotiation of the policy or
9 procedure;

10 6) The parties may negotiate and any conclusion that is reached shall be memorialized
11 in a memorandum of understanding (MOU) with the UNION; or

12 7) If the UNION determines that the proposed change does not fall under Section 6,
13 above, the CITY or DEPARTMENT shall meet and discuss upon request to collaborate on the
14 policy or procedure.

15 8) If no objection is filed the policy or procedure shall be effective for the UNION.

16 **ARTICLE 9 – INSURANCE**

17 The CITY shall pay the equivalent cost of medical/dental/vision coverage for bargaining
18 unit members as it does for all other City employees. This amount may be applied to medical,
19 dental, vision, or post-employment health benefits by the UNION through their own provider.
20 For 2020 and 2021, it shall be pursuant to APPENDIX “D” as attached to this Agreement. The
21 rates for future years will be amended by reference with a new schedule in APPENDIX D after
22 rates are established. The UNION shall be responsible to provide all the necessary information
23 to the CITY to transmit the payments to the UNION's provider(s). Employees with a NWWFT
24 VEBA account will be able to access those VEBA funds while actively employed and after
25 separation from employment in accordance with IRS rules. Should an employee's eligible
26 dependent status change mid-year, the CITY will increase or decrease the employer's
27 contribution per the tier that the employee transitions to based upon a qualifying event.

28 In addition, the CITY shall also pay 100% of the employee premiums for EAP, life and
29 short & long-term disability insurance.

30 **9.1 Line of Duty Death Benefit**

31 If a Firefighter dies in the line of duty as determined by the United States Department
32 of Justice, in addition to other benefits that are available for a firefighter who dies in the line of

1 duty, including but not limited to the Federal Firefighter Death Relief Act, Social Security,
2 State Worker's Compensation, or the Public Employees Retirement System, the CITY agrees
3 to pay the following benefits:

4 1) Cash value of 100% of the accumulated sick leave up to a maximum of 720 hours
5 remaining to the survivor of the firefighter; either to the spouse, or dependent children at the
6 survivor's choice; paid in one lump sum to the party or their designated trustee or
7 representative.

8 2) A CITY provided life insurance policy, at no cost to the firefighter, for both \$50,000
9 term life and \$50,000 accidental death benefit.

10 **9.2 - Post Employment Benefit**

11 When a firefighter retires from active duty, by qualifying under the rules existing under
12 the Public Employee Retirement System (PERSI); by points, age, medical disability, or by any
13 method in existence at the time of retirement allowed by PERSI, the CITY agrees to pay the
14 cash value equivalent of twenty-five percent (25%) of the accumulated sick leave remaining
15 for that firefighter to them at the time of their retirement.

16 **9.3 Voluntary Health Insurance and Benefits**

17 There shall be established a Firefighter Only Retirement Health Plan between the
18 UNION and a vendor of their choosing; Washington State Council of Firefighters Medical
19 Expense Plan for Retirees (WSCFFMERP). The CITY shall require that all bargaining unit
20 members be required to be a member of WSCFFMERP.

21 At no cost to the CITY, the CITY agrees to deduct the specified amount authorized by
22 the firefighters and transmit those amounts to WSCFFMERP monthly. The UNION will be
23 required to submit plan documents to the CITY with all the necessary information to allow the
24 CITY to accomplish the payroll deduction. The amounts will be reflected in the individual
25 UNION members monthly pay stubs.

26 The deductions by the CITY have to align with the beginning of the CITY's pay
27 periods and payrolling system.

28 **ARTICLE 10 – SICK LEAVE**

29 Any twenty-four (24) hour shift employee of the bargaining unit incurring a non-duty
30 sickness or disability which renders them unable to perform their duties shall receive sick leave
31 with full pay within his/her accumulated sick leave time. All twenty-four (24) hour shift
32 employees shall accrue twenty-four (24) hours per month. The maximum time accumulated

1 shall be 1152 hours. The accumulated sick leave shall carry over from one contract to the
2 succeeding contract.

3 Any forty (40) hour per week employee of the bargaining unit shall accrue eight (8)
4 hours per month with a maximum accumulation of 720 hours. The accumulated sick leave
5 shall carry over from one contract to the succeeding contract.

6 Any bargaining unit employee that transfers from a twenty-four (24) hour shift position
7 to a forty (40) hour per week position or vice versa shall have their accumulated leave adjusted
8 by the following conversion factor.

- 9 • Twenty-four (24) hour shift transfer to forty (40) hour per week shift – Multiply
10 accumulated leave by .625
- 11 • Forty (40) hour per week shift transfer to twenty-four (24) hour shift – Multiply
12 accumulated leave by 1.60

13 Any bargaining unit employee, whose employment with the CITY is voluntarily
14 separated from employment, but not by PERSI retirement, shall be paid, at their regular wage
15 rate, for 10% of their accrued sick leave at the date of separation. If an employee is
16 involuntarily terminated by the CITY, excluding workforce reduction, no pay will be given.

17 Any bargaining unit employee unable to perform their duties for more than four (4)
18 consecutive shifts for twenty-four hour shift employees and three (3) consecutive days for forty
19 hour per week employees due to non-duty sickness or disability may be required to provide
20 medical documentation from their attending physician that states that the employee is unable to
21 perform their regular duties.

22 If the Family Medical Leave Act (FMLA) is going to be needed/or invoked for an
23 employee, they must follow all regulatory requirements. The employee should contact the City
24 Human Resources Department to assure compliance.

25 An employee on unpaid personal leave will not accrue any sick leave benefits for leave
26 that exceeds six (6) or more consecutive work shifts for twenty-four hour shift employees or
27 ten (10) consecutive days for forty hour per week employees, except where otherwise required
28 by law.

29 If the CITY offers a Buy Back or any other incentive program related to accrued sick
30 leave to any City employee, the same terms will be offered to the UNION.

1 **10.1 Donating of vacation leave and receiving paid time off for catastrophic illness or**
2 **injuries (FMLA Qualifying) of Firefighters or Family employees**

3 Bargaining unit members that suffer a catastrophic illness or injury to themselves or an
4 immediate family member shall be eligible to receive leave time from another employee to
5 cover any loss of income for the employee’s absence from their regularly scheduled duty
6 assignment.

7 The illness and/or injury as well as the qualifying individual must all comply with the
8 requirements of the Family Medical Leave Act and the City Policy to be able to receive this
9 paid time off.

10 Bargaining unit members may donate all of their accrued vacation hours per calendar
11 year. The receiving employee may not receive more than 480 hours for forty (40) hour per
12 week employees or 720 hours for 24 hour shift employees of donated time per calendar year
13 except as allowed by City Policy 4.3.1. Pursuant to the City of Meridian Standard
14 Operating Policy and Procedure No. 4.3.1 employees are eligible to donate accumulated
15 vacation leave to another employee that has an FMLA qualifying event. Additionally, the
16 CITY provides Short Term and Long Term disability benefits to employees. The paid time off
17 that is necessary for an employee to maintain their pay during this period shall be coordinated
18 with that benefit so that the employee does not receive an excess of their regular pay. All IRS
19 regulations must be followed by any participant in this program.

20 **10.2 Paid Parental Leave**

21 The CITY will provide a maximum of two-hundred and forty (240) consecutive
22 scheduled work hours of paid parental leave, regardless of gender of the bargaining unit
23 member, upon meeting the following eligibility conditions: the bargaining unit member is
24 classified as Regular Full Time and the bargaining unit member is eligible for Family and
25 Medical Leave (FMLA) by being in a pay status for least 1,250 hours in the previous 12
26 months. This benefit is available to bargaining unit members who become parents via birth or
27 adoption. Eligibility begins the date the child is born or placed via adoption

28 **ARTICLE 11 – INJURY LEAVE/WORKERS’ COMPENSATION LEAVE**

29 **11.1 Workers’ Compensation Leave**

30 When a firefighter is injured or becomes ill on the job, the firefighter shall be entitled to
31 injury leave with full monthly pay without reduction which includes the wage scale in
32 APPENDIX “A”, during the time period in which the firefighter is unable to perform their

1 duties as defined within his/her job description, limited to a maximum of twelve (12) months
2 or until such time as the firefighter is accepted for retirement by the current retirement system,
3 whichever comes first. If a claim is denied for workers' compensation coverage by the State
4 Insurance Fund, the time previously coded as workers' compensation from the date of the
5 injury or illness will be converted to sick leave, other available leave accruals, or leave without
6 pay. After twelve (12) consecutive months a firefighter is on workers' compensation leave the
7 DEPARTMENT and the employee shall address each situation on a case by case basis
8 considering all factors involved i.e. the State Insurance Fund, the employee's physician's
9 diagnosis for recovery, the employee's active participation in healing, and any other relevant
10 factor. During the period of injury leave any workers' compensation benefits received by the
11 employee for total or partial temporary disability during the employee's injury leave with full
12 pay shall be turned over to the CITY. All employees on injury leave shall be subject to an
13 examination by a Doctor acceptable to the CITY. The CITY may require recertification by a
14 physician every thirty (30) days at the CITY's expense.

15 **11.2 Light Duty**

16 The DEPARTMENT has the right to determine if light duty exists. Light duty will be
17 made available on an equitable basis. The DEPARTMENT has the right to reassess the light
18 duty position every thirty (30) days.

19 The DEPARTMENT reserves the right to re-assign work schedules as necessary when
20 assigning light duty. This right shall include, but not be limited to changing days of work,
21 hours of work, and type of work to be performed. If light duty is scheduled to be thirty (30)
22 days or less, leave accruals will remain at the twenty-four (24) hour shift firefighter rate. If
23 light duty extends beyond thirty (30) days and past the first day of the next calendar month, the
24 firefighter will begin accumulating leave benefits at same accrual rate of a bargaining unit forty
25 (40) hour per week employee until light duty ends. When the firefighter returns to regular duty
26 assignment or light duty otherwise ends the normal leave benefits will begin to accrue
27 immediately. When the return to duty or end of light duty occurs, the bargaining unit member
28 will accrue at their normal accrual rate, retroactive to the first day of the calendar month.

29 Assigned light duty shall in no way endanger, aggravate or prolong the full physical
30 and/or mental recovery of the employee.

1 Light duty shall in no way affect the existing vacation, holiday, sick leave or other
2 benefit accrual as previously agreed to or provided for by this agreement or by past practice of
3 the management except for the exceptions as provided within this Article.

4 **11.2.1** Whenever a firefighter is unable to perform their full duties as a result of a work
5 related injury or illness, the firefighter may be required to report to work in a light duty
6 status if the DEPARTMENT determines that light duty work exists or is available at
7 that time. Assigned light duty for a work related injury or illness shall be strictly
8 limited to instructions, restrictions, or limitations provided by the DEPARTMENT's
9 contracted physician, the Emergency Responders Health Clinic.

10 **11.2.2** Light duty may be available for non work-related injury or illness. Bargaining
11 unit members may request temporary light duty as a result of their inability to perform
12 the essential functions of their job, including due to pregnancy or off-the-job illness,
13 injury or medical condition. Assigned light duty instructions, restrictions, or limitations
14 and return to work for non-work related reasons, including pregnancy or off-the-job
15 illness, injury, or medical condition will be determined by the bargaining unit
16 member's health care provider.

17 **ARTICLE 12 – VACATION–EMERGENCY–WELLNESS & HOLIDAY LEAVE**

18 **12.1 Vacation Leave**

19 All twenty-four (24) hour shift employees shall accrue paid vacation leave on a
20 monthly basis according to the table below. Maximum hours accrued shall be 614 hours.
21 Once the employee reaches the maximum accrued hours they will no longer accumulate any
22 leave until the hours fall below the maximum accrual.

Vacation (24 Hour Shift)				
Min. Years	Max. Years	Hours per Month	Max. Accrual	Conversion Factor
0	2	24.00	614.00	0.625
3	4	26.00	614.00	0.625
5	6	28.00	614.00	0.625
7	8	30.00	614.00	0.625
9	10	32.00	614.00	0.625

11	12	34.00	614.00	0.625
13	14	36.00	614.00	0.625
15	16	38.00	614.00	0.625
17	18	40.00	614.00	0.625
19	20	42.00	614.00	0.625
21	22	44.00	614.00	0.625
23	24	46.00	614.00	0.625
25+		48.00	614.00	0.625

1 All forty (40) hour per week employees shall accrue paid vacation leave on a monthly
2 basis according to the table below. Maximum hours accrued shall be 432 hours. Once the
3 employee reaches the maximum accrued hours they will no longer accumulate any leave until
4 the hours fall below the maximum accrual.

Vacation (40 Hour Shift)		
Min. Years	Max. Years	Hours per Month
0	2	12.00
3	4	12.50
5	6	13.00
7	8	13.50
9	10	14.00
11	12	14.50
13	14	15.00
15	16	15.50
17	18	16.00
19	20	16.50
21	22	17.00
23	24	17.50
25+		18.00

5 Any bargaining unit employee that transfers from a 24 hour shift position to a 40 hour
6 per week position or vice versa shall have their accumulated leave adjusted by the following
7 conversion factor.

- 1 • Twenty-four (24) hour shift transfer to forty (40) hour per week shift – Multiply
2 accumulated leave by .625
- 3 • Forty (40) hour per week shift transfer to twenty-four (24) hour shift – Multiply
4 accumulated leave by 1.60

5 Any firefighter, whose employment with the DEPARTMENT is discontinued, for any
6 reason, shall be paid at their wage rate, at time of separation, for all accrued and accumulated
7 vacation.

8 Vacation Leave usage shall be governed by departmental policy. Vacation leave may
9 be granted at any time, up to and including the day requested, as long as no more than three
10 firefighters have been granted vacation leave on the requested day. If the formula listed below
11 changes the number of allowed firefighters to be take vacation on a given day then the higher
12 number shall control. Vacation leave will be granted for a minimum four (4) hours.

13 The number of 24-hour shift personnel that shall be permitted to use vacation leave per
14 shift shall be determined by the following formula:

15 The number of budgeted positions per shift (to include firefighters, engineers, captains,
16 and battalion chiefs) divided by 6.5. (Example: (20 ff's on a shift divided by 6.5 =
17 3.07).

18 The minimum number of firefighters permitted to use vacation leave shall not be lower
19 than 3 per shift. The increase of an additional firefighter utilizing vacation leave on a shift
20 shall not change until the quotient of the formula meets or exceeds the next whole number.

21 Additional personnel may be permitted to use vacation leave if it will not cause
22 additional overtime to the DEPARTMENT and is approved by the Battalion Chief.

23 NOTE: Firefighters who are promoted to any non-represented position shall have their
24 existing vacation and sick leave balances converted using the formula above. The employee
25 shall then be subject to the accrual rates pursuant to City policy of eight (8) hours of sick leave
26 monthly and vacation accruals based upon years of service with the City of Meridian.

27 **12.2 Emergency Leave**

28 In the event of an emergency, a firefighter shall be granted leave for a minimum of four
29 (4) hours and until the emergency no longer exists and the firefighter can return and perform
30 their job as required. The employee's Station Captain shall have the authority to grant the

1 immediate leave and will contact the Battalion Chief as soon as practical to acquire a
2 replacement pursuant to this Agreement and Departmental policy.

3 An “Emergency” for the purposes of this clause shall be a matter that could not have
4 been anticipated or known prior to the beginning of the employee’s shift and should in the
5 discretion of the Station Captain be a matter of concern of great bodily harm to the employee
6 or their immediate family; a matter of great property loss or damage to the employee and
7 should only be granted in the most extraordinary of circumstances.

8 **12.3 Wellness Leave**

9 Wellness Leave is an incentive offered by the City of Meridian to all of its employees.
10 An employee receiving a wellness leave incentive, pursuant to City policy shall be allowed to
11 submit for the day off under the DEPARTMENT’S Vacation Leave policy.

12 **12.4 Holiday Leave**

13 All twenty-four (24) hour shift employees shall accrue and receive eight (8) hours paid
14 leave for each of the holidays listed below and any additional days recognized by the State of
15 Idaho on the pay period that coincides with the holiday. All holiday time shall be in addition
16 to the employee’s accumulated vacation leave, and shall accrue as each holiday occurs. All
17 twenty-four (24) hour shift employees shall have the holiday leave added to their vacation
18 leave. All employees shall be entitled to ten (10) holidays per calendar year as listed below:

- | | | |
|----|------------------|------------------|
| 19 | NEW YEAR’S DAY | LABOR DAY |
| 20 | CIVIL RIGHTS DAY | COLUMBUS DAY |
| 21 | PRESIDENT’S DAY | VETERAN’S DAY |
| 22 | MEMORIAL DAY | THANKSGIVING DAY |
| 23 | INDEPENDENCE DAY | CHRISTMAS DAY |

24
25 All forty (40) hour per week employees shall NOT receive Columbus Day as a holiday,
26 but shall receive the day after Thanksgiving as a holiday. The forty (40) hour per week
27 employees will not be scheduled to work on all the remaining holidays as listed above. If the
28 designated holiday falls on a weekend then the employee shall take the CITY designated day
29 as the holiday. In the event the holiday falls on a weekday in which the employee is not
30 normally scheduled to work as a result of a 4-10 schedule, the employee shall receive ten (10)
31 hours of holiday leave added to their vacation leave.

32 **12.5 Vacation Incentive Program**

33 Each year, beginning FY21, and on an annual basis thereafter, a bargaining unit
34 member who has vacation leave accrued in excess of fifty percent (50%) of the maximum

1 vacation accrual based off their March 31 balance, may elect to rollover accrued vacation
2 hours and transfer the converted amount to deferred compensation in accordance with this
3 Section. For 24-hour shift employees, any amount in excess of 307 hours may be transferred;
4 for 40-hour employees, any amount in excess of 216 hours may be transferred. Following the
5 process as established by the CITY, the converted amounts can be directed into a deferred
6 compensation account: PERSI Choice 401(k) or State 457 (b). Hours will be compensated on
7 a 1:1 basis at the bargaining unit member's regular rate as of the date of payment.

8 **ARTICLE 13 – RELIEF PERSONNEL**

9 The DEPARTMENT will provide qualified relief personnel with full-time employees.
10 Sufficient relief personnel shall be used to maintain normal coverage of each shift period of
11 vacation, holidays, sick leave, and fire related education. Relief personnel may include current
12 department personnel working out of classification in a higher ranked position, pursuant to this
13 Agreement.

14 **ARTICLE 14 - VACANCIES**

15 **14.1 – Entry Level Vacancies**

16 Entry level or lateral firefighters shall be determined by a generally accepted standard
17 testing method within the fire service profession. The purpose of the test shall be to establish a
18 hiring list of applicants for firefighter vacancies that may occur. This test shall not limit the
19 DEPARTMENT's ability to set the requirements necessary for hiring for vacancies.

20 Any unfilled firefighter position caused by termination, retirement, promotion or
21 otherwise, except for personnel reduction as provided elsewhere in this Agreement, shall be
22 filled as soon as possible from a hiring list of eligible applicants on file for that position. When
23 a list exists, offers will be made within thirty (30) days of the vacancy and filled within thirty
24 (30) days of acceptance of a job offer. If there is no existing list, then entry level positions will
25 be filled after the next available testing. Vacancies must be filled no later than one (1) year
26 from the opening. The final decision regarding the hiring of entry level or lateral firefighter
27 candidates shall be at the discretion of the Fire Chief.

28 **14.2 Vacancies above Entry Level**

29 Any unfilled firefighter position caused by termination, retirement, promotion or
30 otherwise, except for personnel reduction as provided elsewhere in this Agreement, shall be
31 filled from a hiring list of eligible applicants. The DEPARTMENT shall make every effort to
32 fill vacancies for the position of Engineer, Captain (Suppression, Training, and Inspector),

1 Battalion Chief and any newly created bargaining unit position from the current ranks of full-
2 time personnel of the Meridian Fire Department. In the event a vacancy occurs and a list
3 exists, the vacancy will be filled within thirty (30) calendar days. In the event a vacancy
4 occurs six (6) or more months prior to the next annual promotional test and no list exists,
5 within thirty (30) calendar days the DEPARTMENT will begin a mid-cycle promotional
6 testing process. A promotional list will be created from which the vacancy/vacancies will be
7 filled within thirty (30) days. If a mid-cycle test is given and there are not enough successful
8 candidate(s) to fill the vacancy/vacancies, a second mid-cycle test will be given within thirty
9 (30) calendar days of completion of the first test for those candidates unsuccessful on the first
10 test who had passing scores on the interview(s) and failed no more than one (1) component.
11 Unsuccessful candidates eligible for retesting will be tested only on the component(s) failed in
12 the first mid-cycle test. If a second test is given and there are still not enough successful
13 candidate(s) to fill the vacancy/vacancies, or in the event there are no applicants for the first
14 test, the DEPARTMENT has the right to hire outside of the Meridian Fire Department to fill
15 the vacant position(s). The DEPARTMENT will give notice to the UNION prior to posting a
16 lateral position for vacancies above entry and meet and confer upon request to address the
17 testing process for the position(s). Successful candidates on the primary mid-cycle test will be
18 placed on the promotional list in order of test scores. Those candidates who are successful on a
19 mid-cycle retest, if necessary, will be added to the bottom of any existing list in order of
20 test scores.

21 It shall be the exclusive responsibility of the DEPARTMENT to determine bona fide
22 occupational requirements within the meaning of this Article.

23 **ARTICLE 15 – PROMOTIONAL TESTING**

24 Eligibility tests for promotion shall be given at least on an annual basis. To be
25 considered for promotion to Engineer the employee must have advanced to at least the rank of
26 Firefighter Step 3, to be considered for promotion to Captain the employee must hold the rank
27 of Engineer, and to be considered for promotion to Battalion Chief the employee must hold the
28 rank of Captain for a minimum of three (3) years. The employee must complete a Department
29 sponsored development program for the position being tested for (Engineer Development
30 Program, Officer Development Program, or Chief Officer Development Program).

31 All promotional lists will become effective no later than the 21st of the month following
32 the completion of the test being given and will not have an expiration date. Subsequent lists,

1 including those resulting from mid-cycle tests, will be added in order of test scores below the
2 existing list. Any bargaining unit member on a promotional list may turn down a promotion
3 and remain on the list without losing position on the list.

4 Examinations will be given a minimum of every year for Engineers, Captain-
5 Suppression and Battalion Chief. For all other promotional positions identified in this
6 Agreement, testing will be done on an as needed basis. A notice of impending promotional
7 exam with a designated bibliography and defined scoring criteria for the position(s) being
8 tested shall be provided to all personnel for a minimum of ninety (90) days prior to the test
9 date. Notice shall be provided by a department wide email to all employees of the department
10 and by the posting of notices in each Fire Station and the Administrative office of the Fire
11 Department.

12 All examinations shall be impartial and shall relate to those matters which will test
13 fairly the candidate's ability to discharge the duties of the position to be filled. It shall be the
14 exclusive responsibility of the DEPARTMENT to determine bona fide occupational
15 requirements within the meaning of this Article. The DEPARTMENT shall be the sole judge
16 of skills, qualifications and ability. Seniority for promotions will be one (1) point per year of
17 service in the department, up to the maximum of ten (10) points. Seniority points will be added
18 after successful completion of the examination. Promotional examinations shall consist of a
19 written test, assessment center, and oral board(s). In the event of a tie after seniority points are
20 added and scoring to the hundredth decimal place is not determinative, the bargaining unit
21 member higher on the DEPARTMENT seniority list will be ranked higher on the promotional
22 list. The components of the assessment center shall be identified at the time of the
23 announcement of the test. The following formulas will be used to determine the candidate's
24 final score on promotional examinations for Engineer, Captain and Battalion Chief
25 respectively:

26 **Engineer's Exam Scoring Criteria:**

27 Written test: 20% of overall score; 75% minimum passing score

28 Assessment Center: 50% of overall score; 70% minimum passing score on every component

29 Operational Oral Board: 30% of overall score; 70% minimum passing score

30 **Captain's Exam (Suppression, Training, and Inspector) Scoring Criteria:**

31 Written test: 20% of overall score; 75% minimum passing score

32 Assessment Center: 50% of overall score; 70% minimum passing score on every component

1 Operational Oral Board: 15% of overall score; 70% minimum passing score

2 Chief's Oral Board: 15% of overall score; 70% minimum passing score

3 **Battalion Chief's Exam Scoring Criteria:**

4 Written test: 20% of overall score; 75% minimum passing score

5 Assessment Center: 50% of overall score; 70% minimum passing score on every component

6 Operational Oral Board: 15% of overall score; 70% minimum passing score

7 Chief's Oral Board: 15% of overall score; 70% minimum passing score

8 Within thirty (30) calendar days after an annual test is given, those candidates
9 unsuccessful on the annual test who had passing scores on the interview(s) and failed no more
10 than one (1) component will be eligible to retest. Unsuccessful candidates eligible for retesting
11 will be tested only on the component(s) failed in the annual test and, if successful, will be
12 added to the bottom on the existing list in order of test score.

13 The DEPARTMENT shall offer position specific development programs (Engineer
14 Development Program, Officer Development Program, and Chief Officer Development
15 Program) annually. It shall be the employee's responsibility to attend when the opportunity is
16 offered.

17 **ARTICLE 16 – GRIEVANCE PROCEDURE**

18 **16.1 – Grievances and Arbitration Process**

19 **Intent**

20 It is the declared objective of the parties to encourage prompt and informal resolution
21 of bargaining unit member and UNION complaints as they arise and to provide recourse to
22 orderly procedures for the satisfactory adjustments of complaints. With regard to the Grievance
23 Article only, working days will mean the days of the week, Monday through Friday, excluding
24 Saturdays, Sundays and Holidays.

25 **Election of Procedure**

26 Nothing in this grievance procedure prevents any bargaining unit member or the
27 UNION and their Supervisor and/or Chief Officer from resolving any grievable incident prior
28 to the filing of a grievance. The bargaining unit member or the UNION may select this
29 grievance procedure as evidenced by the filing of written notice of intent to grieve.

30 **Grievance Procedure**

31 The following procedures will apply to grievances filed under this procedure

- 1 A. A grievance is defined as a complaint by one (1) or more members of the UNION,
2 involving the interpretation or application of this AGREEMENT or written policies and
3 rules of the DEPARTMENT and/or CITY, or disciplinary action.
- 4 B. Written grievances shall contain the following information:
- 5 i. A written statement of the specific provisions of this AGREEMENT or other
6 policies or rules alleged to have been violated, misapplied or misinterpreted.
- 7 ii. A statement of facts as to the manner in which the provision is purported to have
8 been violated, misapplied or misinterpreted.
- 9 iii. The date or dates on which the violation(s) occurred.
- 10 iv. The date the grievance was filed.
- 11 v. The specific remedy or adjustment sought.
- 12 Strict technical compliance with the terms of this Section is not required to preserve the
13 arbitrability or grievability of the grievance.
- 14 C. The written response by the DEPARTMENT and/or CITY shall contain the following:
- 15 i. Affirmation or denial of the facts upon which the grievance is based.
- 16 ii. An analysis of the alleged violation, misinterpretation or misapplication of the
17 AGREEMENT.
- 18 iii. The remedy or adjustment, if any, proposed by the DEPARTMENT and/or CITY.
- 19 Strict technical compliance with the terms of this Section is not required to
20 preserve the arbitrability or grievability of the grievance.
- 21 D. Grievances must be filed with the UNION within fourteen (14) working days after the
22 event giving rise to the grievance. To comply, a Grievance Fact Sheet must be filled
23 out by the grievant and turned into a member of the Grievance Committee. Within five
24 (5) working days after receiving the grievance, the UNION shall notify the Fire Chief
25 of the grievance and provide general information of the grievance to allow the CITY
26 to investigate the grievance for the purposes of providing a timely response should the
27 grievance be found meritorious and pursued by the UNION.
- 28 E. The UNION shall file its written findings for any grievance it supports with the Fire
29 Chief no later than fourteen (14) working days after receiving the Grievance Fact
30 Sheet with the exception of grievances arising from terminations, demotions or
31 suspensions without pay which are referenced in Article 16.2, Section B. Termination,
32 Demotion and Suspension without Pay.

- 1 F. The DEPARTMENT shall provide a written response to be filed no later than ten (10)
2 working days after receiving the filed grievance. Within ten (10) working days after
3 the UNION's receipt of the DEPARTMENT'S written response, representatives of the
4 UNION Grievance Committee and the DEPARTMENT, shall meet and attempt to
5 resolve the grievance.
- 6 G. If the grievance is not resolved as outlined in Article 16.1, Subsection F, and the
7 UNION, with or without the complaining employee, wishes to continue the grievance,
8 the UNION may file a notice of arbitration with the Meridian City Attorney, within
9 thirty (30) working days after receipt of the Fire Chief's written response as outlined
10 in this section, or, if the Fire Chief failed to respond, within forty (40) working days of
11 the UNION's filing of its written findings with the DEPARTMENT.

12 **Arbitration Procedure**

- 13 A. At the time of filing the notice of arbitration, an Arbitration Panel shall be selected no
14 later than thirty (30) calendar days from the notice of filing. The Arbitration Panel
15 members shall not be a current or past elected official or employee of the CITY. The
16 CITY and the UNION shall each select an arbitrator to represent their interests in the
17 arbitration. The Arbitration Panel shall consist of 3 total members.
- 18 B. If a third member of the Arbitration Panel cannot be agreed upon, the parties shall,
19 within twenty (20) calendar days after the notice of arbitration is filed, the UNION or
20 CITY may request a list of nine (9) arbitrators located in Region 1 (Pacific Northwest)
21 with public safety industry specialization from the Federal Mediation and Conciliation
22 Service (FMCS) from which one will be selected. The method of selection shall be by
23 alternate striking of names on the list until only one (1) name remains. Striking shall be
24 conducted no later than ten (10) calendar days after receipt of the list. The one (1)
25 remaining shall be the selected third member, and Lead Arbitrator. The party who
26 strikes the first name shall be determined by the flip of a coin. Written notice of the
27 appointment of the selected Lead Arbitrator shall be signed by both parties and mailed
28 to said arbitrator within five (5) working days after the selection.
- 29 C. Upon the appointment of the Lead Arbitrator, as provided above, said Arbitration Panel
30 shall hold an arbitration hearing as soon as practicable at the time and place mutually
31 selected by the parties. The parties will make every effort to schedule the hearing as
32 soon as practicable based on the availability of the Lead Arbitrator. If the Lead

1 Arbitrator is not available for the hearing within sixty (60) calendar days after
2 accepting the appointment, the parties may mutually agree to select a new Lead
3 Arbitrator with earlier availability. The hearing shall be conducted pursuant to the
4 provisions of Chapter 9, Title 7, Idaho Code and the terms and conditions of this
5 AGREEMENT.

6 D. The Arbitration Panel shall conduct a hearing and shall render a decision in writing,
7 which shall be final and binding on both parties, subject only to the parties' right to
8 seek vacation or modification to the Arbitration Panel award pursuant to the
9 provisions of Chapter 9, Title 7 Idaho Code. The Arbitration Panel shall have only
10 such jurisdiction and authority to interpret and apply the provisions of the Agreement
11 as shall be necessary to the determination of the arbitration issue. The Arbitration
12 Panel shall not have any power to add or subtract from, modify or alter in any way,
13 the provisions of this Agreement.

14 E. The cost of the Lead Arbitrator shall be borne equally between the UNION and the
15 CITY. Each party shall bear the costs of their Arbitration Panel member and the costs
16 of presenting their own case.

17 **16.2 - Termination, Demotion and Suspension without Pay**

18 A. The CITY and UNION agree it is in the best interests of all parties to expedite
19 grievances arising from disciplinary action which results in termination of employment,
20 demotion, or suspension without pay. Therefore, grievances that the UNION finds
21 meritorious shall be filed in writing with the DEPARTMENT within thirty (30)
22 calendar days after discipline is issued. The DEPARTMENT will respond in writing
23 within ten (10) calendar days of the date the grievance is filed.

24 B. When the DEPARTMENT terminates an employee, such termination shall be effective
25 upon the date the termination is issued. All other provisions of Section A shall apply to
26 these grievances in regards to due process and the procedure for contesting the action.

27 **ARTICLE 17 - NO STRIKES – NO LOCKOUT**

28 Upon the consummation and during the term of this Agreement, no employee of the
29 Fire Department covered by this Agreement shall strike or recognize a picket line of any labor
30 organization while in the performance of his/her official duties, in accordance with Idaho Code
31 Section 44-1811.

1 It is mutually agreed that there shall be no strike authorized by the UNION and no
2 lockout authorized by the CITY, except for the refusal of either party to submit to or abide by
3 the grievance procedure set forth herein. No picket line, at or around the City's property,
4 established by any other person or organization shall be sanctioned or honored during the term
5 of this Agreement.

6 The UNION agrees that as part of the consideration for this Agreement, it will, within
7 twenty-four (24) hours take steps to end any unauthorized work stoppages, strikes, slow-downs
8 or suspensions of work, instructing their members to work immediately. The UNION agrees
9 that it will not assist employees participating in unauthorized work stoppages, strikes, slow-
10 downs or suspensions of work. For purposes of this section, the term "strike" shall include a
11 cessation or stoppage of work, slow-down, sit-in and picketing of the City's premises.

12 **ARTICLE 18 - UNIFORM ALLOWANCE AND ISSUED EQUIPMENT**

13 The CITY and the UNION believe that professionalism and pride in the City and the
14 Fire Department are a significant part of a superior fire service. Both the CITY and the UNION
15 believe that the attire of the firefighter and their conformance with professional appearance
16 helps achieve the goals of a superior organization. All uniform and work attire shall be clean
17 and appropriately pressed or maintained. It shall be within the discretion of the Fire Chief or
18 his designee to determine if an article of clothing is no longer serviceable for wear on duty.
19 The DEPARTMENT shall maintain an inventory of clothing suitable for replacement of worn
20 items.

21 All employee uniforms shall meet National Fire Protection Association (N.F.P.A.) 1975
22 minimum requirements for station uniform wear. The brand, style, materials and color of
23 uniforms shall be reviewed annually by the Uniform Committee. The Committee shall be
24 comprised of two (2) UNION employees and one (1) employee of management designated by
25 the Fire Chief. The Committee may recommend changes, but the final decision shall be at the
26 discretion of the Fire Chief.

27 All of the Uniform and Personal Appearance standards shall be governed by mutually
28 agreed DEPARTMENT Policy.

29 **18.1 Issued Equipment**

30 The CITY agrees to provide the necessary equipment for bargaining unit members to
31 perform their duties. The DEPARTMENT and the UNION will meet upon request and discuss
32 what tools may be needed for each position covered by this Agreement. For the term of this

1 Agreement the equipment is listed in APPENDIX “C”. Once equipment is issued, the
2 employee shall be responsible to maintain and keep the issued equipment. All items may be
3 required to be produced as part of an inspection. If equipment is lost or damaged, beyond use,
4 in the course of duty it may be returned, if practical, to the department for replacement. If
5 unable to be returned it can still be replaced. If lost or damaged outside of duty use then the
6 firefighter will be required to replace the item at the employee’s expense.

7 **ARTICLE 19 - HOURS OF WORK AND DESIGNATED WORK PERIODS**

8 **19.1 Twenty Four (24) hour per shift Suppression Firefighters of the Meridian Fire**
9 **Department**

10 The designated work period for all twenty-four (24) hour shift employees covered
11 under this Agreement shall be on a twenty-four (24) day cycle with coverage at 192 hours.
12 Under the Fair Labor Standards Act (FLSA) 182 actual hours worked (as defined by FLSA)
13 will be paid at the regular hourly rate and at least ten (10) hours paid at the overtime rate of one
14 and one-half of the employee’s regular rate if no excluded hours under the Act have been
15 taken, other than a “shift trade.” An employee will receive overtime when they exceed the
16 “hours worked,” as defined by FLSA in the 24-day work cycle of 182 hours.

17 The regular work schedule for twenty-four (24) hour shift employees shall be two
18 consecutive twenty-four (24) hour shifts on duty and ninety-six (96) hours off consecutively.
19 No suppression firefighter may be required to work more than ninety-six (96) hours
20 consecutively. A suppression firefighter may not work more than ninety-six (96) hours
21 consecutively without requesting and receiving specific authorization by the Shift Battalion
22 Chief (or the Deputy Chief of Operations or their designee if the Shift Battalion Chief is the
23 member requesting). A shift shall be twenty-four (24) hours of duty, starting at 0700 and
24 ending at 0700. For illustrative purposes, the regular work schedule for suppression personnel
25 is listed below with an X representing an on-duty shift and an O representing and off-duty
26 shift.

27 **XXOOOOXXOOOO**

28 **19.2 Forty (40) Hour per week Firefighting Personnel of the Meridian Fire Department**

29 The regular work week shall be forty hours (40) per week and shall be Monday through
30 Friday, 8:00 a.m. to 5:00 p.m. with a one (1) hour lunch break included **or** as four (4) days per
31 week for a ten (10) hour a day shift at the DEPARTMENT’s discretion. Any time worked over
32 forty (40) hours per week shall be paid at an overtime rate of one and one-half of the

1 employee's regular rate to the next ½ hour for the actual hours worked. When circumstances
2 dictate, the Chief reserves the right to flex this schedule to meet the DEPARTMENT's needs.
3 As a courtesy, the affected employee will be given one (1) weeks' notice of the schedule
4 change, unless the change is unforeseen. In an unforeseen circumstance the Chief has the right
5 to change the schedule to meet the need, but once the circumstance is over, the schedule will
6 be returned to normal.

7 **19.3 On Call Pay for Forty (40) per week Firefighting Personnel of the Meridian Fire**
8 **Department**

9 The City recognizes these positions may require the employee to be "on call" for a
10 period of time as determined by the DEPARTMENT, or voluntarily be "on call" based on the
11 employee's availability for after-hours response. Examples include, but may not be limited to,
12 filling the roles of Fire Investigator or Safety Officer. If the employee is "on call" in either
13 circumstance, the CITY agrees to compensate the employee, consistent with City Policy 3.4.5,
14 in the following manner:

- 15 • Regularly scheduled work day- 1 hour per day
- 16 • Regularly scheduled day off- 2 hours per day
- 17 • Holidays- 4 hours per recognized holiday per Article 12.4

18 Forty (40) hour employees called back to work during a required "on call" period by
19 the DEPARTMENT shall be paid at one and one-half their regular rate for all hours worked.
20 For all other voluntary "on call", the employee shall be paid consistent with Article 19.2.

21 **ARTICLE 20 – BEREAVEMENT LEAVE**

22 In the event of a death in the twenty-four (24) hour shift employee's immediate family,
23 they shall be entitled to forty-eight (48) consecutive shift hours off for bereavement leave.
24 Additional leave may be granted from sick leave, accrued vacation leave or unpaid leave of
25 absence at the discretion of the Fire Chief or Deputy Chief of Operations in his/her absence.

26 In the event of a death in the forty (40) hour per week employee's immediate family,
27 they shall be entitled to three (3) consecutive workdays off for bereavement leave. Additional
28 leave may be granted from sick leave, accrued vacation leave or unpaid leave of absence at the
29 discretion of the Fire Chief or Deputy Chief of Operations in his/her absence.

30 For purposes of this article, immediate family shall be defined as current spouse,
31 children, parents, in-laws, brother, sister, grandparents, or grandchild of the employee or a

1 member of the employee's household residing there at the time of their death whether related
2 to the employee or not. In-laws are defined as a father, mother, or grandparents of current
3 spouse, or sister and brother in-law of the employee. Adopted, foster or "step" relationships
4 will be considered same as any other family relationship.

5 **ARTICLE 21 – ADDITIONAL DUTY AND COMPENSATION**

6 Any firefighter reporting for duty while off-duty shall have all of the benefits that
7 he/she would normally have while on his/her regular tour of duty. All additional compensation
8 accumulated by a firefighter shall be due and payable in their next pay period.

9 **21.1 Definition of Overtime, Scheduled Overtime and Compensation**

10 Overtime pay shall be paid as defined by Article 19 of this agreement. However, when
11 a bargaining unit member is required to return to work for any off-duty meetings, required off-
12 duty training, or any other reason deemed necessary and required by the DEPARTMENT that
13 is scheduled or planned, hours will be compensated at a rate of one and one-half times the
14 employee's regular rate of pay regardless of hours worked in the FLSA work period.

15 **21.2 Definition of Emergency Callback and Compensation**

16 Emergency Callback shall be when a firefighter is requested to return to work by the
17 DEPARTMENT at a time that the firefighter was not scheduled to work to address an
18 emergency as determined by the Fire Chief. The examples of this type of Emergency Callback
19 shall be for large scale structure fires, large scale range fires, unusual natural disasters causing
20 the complete extension of the City's resources, etc. Employees accepting an Emergency
21 Callback must be able to meet the response time guideline as per DEPARTMENT policy,
22 AP300 – Staffing and Overtime.

23 The firefighter shall receive a minimum of four (4) hours of pay, from the time they
24 accept the Emergency Callback. Any time worked after the first four (4) hours will be
25 compensated in one-half (1/2) hour increments, rounded up. Any firefighter reporting for duty
26 while off-duty shall have all of the benefits that he/she would normally have while on his/her
27 regular tour of duty.

28 Firefighters shall receive overtime pay at one and one-half times (1 1/2) his/her normal
29 rate of pay for all time worked in response to Emergency Callback.

30 **21.3 Definition of Mandatory Holdover or Mandatory Return to Duty to Fill Shift** 31 **Vacancy and Compensation**

1 Mandatory Holdover shall be when an employee regularly scheduled duty is extended
2 from the end of the shift by the DEPARTMENT as described in DEPARTMENT Policy, AP
3 300 – Staffing and Overtime.

4 Mandatory Return to Duty to Fill Shift Vacancy shall be when an employee is ordered
5 to return to duty to fill a shift vacancy as described in DEPARTMENT Policy, AP 300 –
6 Staffing and Overtime.

7 Any time worked in either circumstance will be compensated in one-half (1/2) hour
8 increments, rounded up to the next half-hour.

9 Employees will be compensated at a rate one and one-half times the employee’s regular
10 rate of pay for all instances even if the employee has not exceeded the 182 hours pursuant to
11 FLSA as described in Article 19 for that work cycle.

12 **21.4 Definition of Overtime for Training**

13 Training that is required by the DEPARTMENT off duty is compensable at a rate of
14 one and one-half times the employee’s regular rate of pay, in accordance with Article 21.1.
15 The DEPARTMENT’s Engineer, Officer, and Chief Officer Development Programs are not
16 considered required training under this Article. When requested training is approved by the
17 DEPARTMENT, such approval will outline whether requested training hours will be
18 compensable and, if so, hours will be paid at the appropriate rate in accordance with Article 19.
19 The DEPARTMENT retains the right to determine which personnel may attend training.

20 **ARTICLE 22 – WORKING OUT OF CLASSIFICATION**

21 Any bargaining unit member covered by this Agreement, who is placed on the
22 promotional list after successfully completing the promotional exam process, shall be required
23 to assume the duties of that higher ranked position when necessary on the bargaining unit
24 member’s shift. These employees are also eligible to work overtime on a different shift in the
25 higher ranked position.

26 If an employee were to work in a lower ranked position they would be paid at their
27 current rate, not the lower wage. The utilization of working out of class employees will be at
28 the discretion of the Battalion Chief.

29 Task books, as part of the promotional exam process, shall be requested through the
30 Deputy Chief of Operations. The employee must meet the pre-requisites before a task book
31 will be issued.

1 After successful completion of the promotional exam process, an employee will have
2 the appropriate certification pay added to their base wage as found in APPENDIX “A”.

3 At any time an employee may opt out, at their sole discretion, to have their name
4 removed from the promotional list.

5 **22.1 Working Out of Class Temporary Promotions**

6 In the event of a known absence at a suppression rank that will exist for a period of 90
7 calendar days or greater, a current working out of class eligible employee will be temporarily
8 promoted to the known vacant position. A temporary promotional opportunity will be offered
9 to eligible employees in order of the promotional list.

10 **22.2 Prior Working Out of Class Eligible Employees**

11 Bargaining unit members who, prior to ratification of this Agreement, were qualified
12 under the previous in-house Working Out of Class Program (“Legacy WOC employees”) may
13 choose to maintain their eligibility to work out of class until a new promotional list is
14 established for that WOC rank. If a Legacy WOC employee is on a protected leave during the
15 first opportunity to participate in a promotional test, the employee’s WOC status will continue
16 until their next opportunity to participate in the promotional process. Legacy WOC employees
17 shall be required to assume the duties of the higher ranked position only within their
18 permanently assigned fire station and shift. Float Firefighters, Float Engineers, Float Captains,
19 and Captains shall be required to assume the duties of the higher ranked position only within
20 their permanently assigned shift.

21 **ARTICLE 23– STAFFING**

22 The DEPARTMENT maintains the right to assignment and staffing of stations,
23 engines, and companies. Change in assignment may be based on the following criteria;
24 vacancy, seniority, stations available, and re-assignment, but is not limited to only these
25 specified. The method of declaring a vacancy, applicability of seniority, station bidding, and
26 re-assignment shall be determined by Department policy. The Vacancies and Shift Transfers
27 policy shall be negotiated between the UNION and the DEPARTMENT as mutually
28 determined to be needed. The DEPARTMENT retains the final authority for all staffing and
29 shift assignments.

30 Minimum Staffing at each station will be either three (3) or four (4) personnel
31 dependent on the assigned apparatus to the station. Personnel assigned to a station may be
32 used to cross-staff various types of apparatus. Brush trucks, water tenders and reserve

1 apparatus are not required to be staffed on a daily basis. Apparatus standards shall be the
2 following:

3	Engine Companies	Brush Truck Companies
4	1 Captain	1 Captain
5	1 Engineer	1 Engineer
6	1 Firefighter	1 Firefighter
7		
8	Water Tender Companies	Truck Companies
9	1 Captain	1 Captain
10	1 Engineer	1 Engineer
11		2 Firefighters
12	Command Vehicle	
13	1 Battalion Chief	

14 Any additional firefighters on staff above the minimum as listed above will be used to increase
15 the staffing of the engines/truck or staff extra apparatus as described above unless the
16 individual is participating in the DEPARTMENT promotional mentoring program.

17 In the limited circumstance where the Truck is temporarily out-of-service for
18 maintenance or repair, the DEPARTMENT may put an Engine in service which will be staffed
19 with the minimum staffing of a Truck Company. The apparatus may be referred to as a
20 “Rescue” for dispatch purposes.

21 Whenever circumstances exist that causes an apparatus to fall below that minimum, the
22 DEPARTMENT reserves the right to re-assign personnel, exercise “Callback”, exercise
23 “Holdover”, exercise “Working out of Classification”, or in extreme emergency circumstances,
24 take an apparatus out of service temporarily until appropriate personnel are available. Stations
25 or Apparatus will only be taken out of service long enough to return the necessary personnel to
26 staff them.

27 As of the effective date of this contract, the Meridian Fire Department operates six (6)
28 stations staffed by an Engine and/or Truck Company as described as above. As future stations
29 are opened, they will be staffed by at least an Engine and/or Truck Company, using this same
30 staffing configuration described above unless mutually agreed to a change by the UNION and
31 the CITY.

32 **Advanced Life Support (ALS) Engine or Truck Companies**

1 An Advanced Life Support (ALS) Engine or Truck company shall consist of a
2 minimum of one (1) licensed paramedic in the State of Idaho. The DEPARTMENT shall
3 establish the appropriate number of EMS positions within the DEPARTMENT. The licensed
4 paramedic shall be the person primarily responsible on that Engine or Truck company
5 apparatus to provide ALS response. The DEPARTMENT will attempt to maintain ALS
6 staffing with Firefighter/Paramedics and/or Engineer/Paramedics, however, the Captain may
7 temporarily be the Primary Paramedic on an Engine or Truck, if staffing or other situations
8 arise that have caused a shortage of Paramedics for the shift. For the purposes of this section,
9 “temporarily” shall be defined as a period of thirty (30) calendar days or less.

10 **ARTICLE 24 – COMPENSATION**

11 All Compensation for all UNION employees shall be as fixed and set forth in
12 APPENDIX “A”, attached hereto.

13 **ARTICLE 25 – ALCOHOL & DRUG POLICY**

14 The DEPARTMENT and its UNION members agree to abide by the City of Meridian’s
15 Alcohol and Drug Policy. The policy in effect at the time of the execution of this contract is
16 included in this agreement as APPENDIX “B”. It is agreed that changes made to this policy,
17 shall not apply to the UNION without written consent of its members.

18 **ARTICLE 26 – HEALTH AND WELLNESS**

19 **26.1 Health**

20 The overall health and wellness of a firefighting force is essential to safely and
21 effectively respond to and mitigate the various emergencies the Department is responsible for.
22 In that spirit, the CITY shall provide mandatory physicals to every Department employee that
23 has an obligation to respond to an incident. The City shall maintain a budget sufficient to
24 allow each employee required to respond to an incident a physical every two (2) years.
25 Employees will be placed on a rotational schedule to be determined and maintained by the
26 DEPARTMENT.

27 The physicals shall be done through the Department’s contracted physician, Emergency
28 Responders Health Clinic, that both CITY and the UNION agree upon or his/her designee.
29 The only medical information that the DEPARTMENT shall receive from the physician is a
30 proof of attendance and that the employee completed the required components of the exam.
31 All other documentation and personal medical information shall be directed to the employee
32 receiving the physical and no medical information shall be shared with the CITY by the

1 physician without the individual employee’s consent. The CITY agrees to pay for the
2 employee’s time for any off-duty appointments within the meaning of this Article, to include
3 the actual time spent at the Clinic for the physical and one (1) hour for lab testing prior to the
4 physical. An employee will submit hours under this Article to the Shift Battalion Chief. All
5 time paid under this Article will be treated as hours worked.

6 **26.2 Fitness/Exercise**

7 The DEPARTMENT and the UNION have developed and adopted a fitness and
8 exercise program for all firefighting personnel. Participation in the program shall be
9 mandatory for all employees that respond to emergency scenes.

10 **ARTICLE 27 – REQUEST FOR REDUCTION IN RANK**

11 **27.1.1** Subject to the following provisions and as set forth below, any fulltime suppression,
12 inspection, or Chief Officer Employee (Employee) of the Meridian Fire Department (“MFD”)
13 may request to return to a former fulltime suppression classification of a lower rank than their
14 current classification he/she previously held within MFD. Additionally, if necessitated as a
15 disciplinary measure, the Chief may demote an employee of the UNION to a former position
16 using the same process as outlined in this Article. For the purposes of this Article no current
17 employee may be involuntarily demoted for the purpose of providing an opening for a person
18 requesting a return to a former position held or being demoted.

19 **27.1.2 Eligibility**

20 An Employee may request to be returned to a prior fulltime suppression of a lower rank
21 than their current rank within the MFD from which he/she previously held.

22 **27.2 Process**

- 23 A. A vacancy must exist or be anticipated by promotion, retirement, or separation.
- 24 B. Any employee requesting a return to a lower rank than their current classification
25 must do so in writing to the Chief or his designee. The written request must:
 - 26 i. List the lower rank requested.
 - 27 ii. List the date served in the former rank.
 - 28 iii. List the preferred date to return to the lower rank.
- 29 C. The Chief, after consultation with Local 4627 President, shall approve or deny the
30 request to return to a former classification in writing.
- 31 D. The Chief or his designee may delay the return to a lower rank until there is a
32 vacancy in the requested classification.

1 E. The Chief or his designee may not lay off or demote personnel to create a vacancy
2 for a return to a former classification. But a promotion based upon an existing
3 promotional list will satisfy the creation of a vacancy.

4 F. If two (2) or more requests are made at the same time, preference will be given to
5 any Employee(s) who previously held the requested suppression classification and
6 has greater seniority in the Department.

7 G. If the vacancy is caused by a demotion due to discipline the same process shall
8 apply.

9 **27.3 Seniority**

10 When an Employee returns to a former classification, the seniority accrued in the
11 position(s) held prior to the return to former classification shall be combined with the time in
12 grade that was accrued in the former classification. (Date of Hire + Time in Grade)

13 **Examples:**

14 1) A Captain of Suppression with 24 months of seniority since date of hire is promoted
15 to Division Chief of Logistics for 36 months' time in grade and then returns to Captain
16 of Suppression. For purposes of Captain of Suppression seniority, the employee now
17 has 60 months of accrued seniority;

18 2) An Engineer with 60 months of seniority since date of hire is promoted to a Captain
19 of suppression for 12 months' time in grade and then returns to Engineer. For purposes
20 of Engineer seniority, the employee now has 72 months of accrued seniority.

21 **ARTICLE 28 – DISCIPLINE AND DISCHARGE**

22 **28.1 Standard**

23 No bargaining unit member who has completed the initial employment
24 probationary period with the CITY shall be subject to discipline or discharge without just
25 cause. Unless otherwise warranted by circumstances, discipline normally shall be
26 progressive. Coaching and counseling may be utilized to assist bargaining unit members
27 in being successful. These documents are not discipline; however, the CITY reserves the
28 right to the use of such documentation to refute a claim that the bargaining unit member
29 did not have knowledge of a policy, rule, or procedure.

30 **28.2 Due Process**

31 Upon request of the bargaining unit member, the CITY shall allow the bargaining unit
32 member an opportunity to consult with a UNION representative prior to an investigatory

1 interview and to have a UNION representative present during interviews or other disciplinary
2 meetings with management representatives. This section shall not apply to any meeting with a
3 bargaining unit member in the normal course of business, coaching and counseling, instruction,
4 or other routine contact with a supervisor where discipline is not contemplated.

5 In the event the CITY believes a bargaining unit member may be subject to
6 discipline greater than a written reprimand, the following process shall be followed:

- 7 A. the employee shall be notified of the allegations that may subject the
8 employee to discipline;
- 9 B. the employee shall be notified of the maximum level of discipline being considered;
- 10 C. the employee will be given an opportunity to respond to the allegations in
11 person or in writing at an informal *Loudermill*/due process hearing;
- 12 D. the employee is entitled to be accompanied by a UNION representative(s)
13 at the hearing.

14 If the CITY determines there is just cause for discipline, the CITY shall provide
15 the bargaining unit member, with a copy to the UNION, with written notice of the
16 disciplinary action.

17 **28.3 Prior Discipline**

18 Documentation of discipline shall be placed in the bargaining unit member's
19 personnel file. After the timeframes indicated below, the discipline cannot be relied upon as
20 the basis for progressive disciplinary action should another separate dissimilar incident occur
21 warranting discipline:

- 22 • written warning: 1 year
- 23 • written reprimand: 2 years
- 24 • suspension: 3 years
- 25 • demotion: 5 years

26 No information that reflects critically upon a bargaining unit member shall be placed in
27 a personnel file without the review and signature of the bargaining unit member. The
28 bargaining unit member's signature confirms only discussion and presentation of the document
29 to the bargaining unit member and does not indicate agreement or disagreement.

1 No documentation regarding unfounded complaints shall be placed in a bargaining unit
2 member's personnel file, used in reviews for promotion, referred to in written performance
3 evaluations, nor relied upon as a basis for discipline or future disciplines.

4 **ARTICLE 29 – SAVINGS CLAUSE**

5 If any provisions of this Agreement or the application of such provision should be
6 rendered or declared invalid by any court having jurisdiction, or by reason of any existing or
7 subsequently enacted legislation, the remaining parts or portions of this Agreement shall
8 remain in full force and effect.

9 **ARTICLE 30 – EFFECTIVE DATE**

10 The Collective Labor Agreement shall be effective upon ratification by the UNION and
11 approval by the CITY and remain in full force and effect through September 30, 2023. During
12 the period of time the parties are negotiating a successor agreement, the parties may mutually
13 agree to extend negotiations beyond the statutorily contemplated time period and may mutually
14 agree to extend the terms of the Agreement beyond the expiration date.

15 Additionally, this Agreement may be re-opened at any time for negotiations on any
16 mutually agreed upon item(s), pursuant to the procedures set forth in Chapter 18, Title 44,
17 Idaho Code. This may include items contemplated within this Agreement that may require
18 amendment or change during the course of this Agreement.

DATED AND SIGNED this ____ day of _____, 2021.

CITY OF MERIDIAN

IAFF LOCAL #4627,
MERIDIAN CHAPTER

By: _____
Robert E. Simison
Mayor

By: _____
Tyler Rountree
President

APPROVED BY CITY COUNCIL this ____ day of _____, 2021.

ATTEST:

By: _____
Chris Johnson, City Clerk

APPENDIX “A” COMPENSATION SCHEDULE

This APPENDIX addresses the following positions within the Meridian Fire Department:

Recruit – Employee works 40 hour week while attending Fire Academy.

Probationary Firefighter – Employee works 24 hour shift. Employee has completed the Fire Academy or hired as an entry level lateral.

Firefighter – Employee works 24 hour shift. Employee has completed Probationary Firefighter status and is advanced to Firefighter Step 1 after one (1) year of service on the anniversary of completing the Fire Academy, or anniversary of hire as an entry level lateral, and each year annually thereafter based on that date, in accordance with the Step Plan Progression in Appendix E.

Engineer – Employee works 24 hour shift. Promotional position that requires testing.

Captain of Suppression – Employee works 24 hour shift. Promotional position that requires testing.

Captain Fire Inspector/Training Captain – Employee works 40 hour work week shift. Promotional position that requires testing.

Battalion Chief – Employee works 24 hour shift. Promotional position that requires testing.

Promotions shall take effect on the next pay period following the completion of the time of service

Wage Scale: The wages for the regular rate of pay for all positions except the Recruit, Captain Fire Inspector & Captain Training are based upon 2920 hours worked per year. The Recruit, Captain Fire Inspector & Captain Training wage is based upon 2080 hours worked per year.

The job classification and wage rates for employees covered by this Agreement shall be as follows:

UPON RATIFICATION

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Recruit/Probationary**	\$19.25					
Firefighter	\$21.18	\$22.87	\$24.70	\$25.93	\$26.45	\$26.98
Engineer	\$27.19	\$27.73	\$28.29	\$28.85	\$29.43	\$30.02
Captain of Suppression	\$31.10	\$31.72	\$32.36	\$33.01	\$33.67	\$34.34
Captain - Fire Inspector/Training Captain*	\$45.85	\$46.76	\$47.70	\$48.65	\$49.63	\$50.62
Battalion Chief	\$34.62	\$35.32	\$36.02	\$36.74	\$37.48	\$38.23

**Note: This position has an additional 5% increase more than Suppression Captain*

***Note: The wage listed for Probationary Firefighters will be converted for Recruit Firefighters based on a 2080 schedule.*

Initial Implementation of Step Plan

Effective the date of ratification, all current bargaining unit members will be moved onto their current classification on the wage schedule and will be placed into the wage steps in accordance with the following:

- Firefighter I placed on Firefighter Step 1
- Firefighter II placed on Firefighter Step 3
- Senior Firefighter placed on Firefighter Step 4
- Engineer placed on Step 2
- Captain of Suppression, and Battalion Chief placed on Step 1
- Captain – Fire Inspector and Training Captain (40-hour Captains) placed on Step 1

Firefighter Step Movement: Firefighters will advance to the next step annually based on their anniversary dates and the Step Plan Progression in Appendix E.

Other Rank Step Movement: Bargaining unit members in all other ranks (besides firefighter) will receive a one-step increase after twelve (12) months in their step and annually thereafter in accordance with the Step Plan Progression in Appendix E. However, current bargaining unit members (besides Firefighter I and II) will be treated as having moved onto their initial step as of October 1, 2020 and will be eligible for a step increase on October 1, 2021.

Step Placement and Step Movement Upon Promotion: Bargaining unit members who are promoted to any position within the bargaining unit will be moved to Step 1 of the higher classification, except Captain – Suppression (56-hour Captains promoting to Captain – Fire Inspector and Training Captain (40-hour Captains)), they will be placed in the same step in the new rank. The bargaining unit member shall be eligible for a one-step increase after twelve (12) months in their promoted classification and annually thereafter in accordance with the Step Plan Progression in Appendix E.

Lateral Hires: Lateral hires will be placed in Step 1 of the rank being hired into. Lateral hires will advance to the next step annually based on their hire date and the Step Plan Progression in Appendix E.

Longevity Pay: In addition to base pay, 40 hour and 56 hour bargaining unit members that have been continuously employed by the Meridian Fire Department shall receive longevity pay as follows. The longevity pay is effective the first full payroll period following the qualified anniversary from date of hire with the Meridian Fire Department.

	24 Hour FTE	40 Hour FTE
5 Years	\$0.65	\$0.91
10 Years	\$1.31	\$1.84
15 Years	\$1.96	\$2.75
20 Years	\$2.61	\$3.66

Years of service for longevity purposes will pause due to separation and will continue upon subsequent rehire.

Deferred Compensation: The CITY will continue to match a bargaining unit member's contributions to their PERSI Choice 401(k) or State 457(b) Plan account to a maximum of two (2%) of the bargaining unit member's gross wages for each pay period. Bargaining unit members will direct requests for deferred compensation to Human Resources in accordance with CITY policy.

Working Out of Class Pay: All members who have successfully completed the requirements under Article 22 will receive an additional:

\$1.00 per hour to their base rate of pay

The pay shall remain as long as the member maintains their eligibility under Article 22.

Education, Certification, and Other Incentive Pay: All bargaining unit employees that have furthered their education or expertise and have acquired the following degrees regardless of their major may apply for and receive an additional education incentive added to the bargaining unit member's base rate of pay. The additional hourly amount shall be based upon the table below.

The educational degree shall be from an accredited College or University. The additional hourly amount shall be added to the bargaining unit member's base rate of pay. A bargaining unit member shall only be entitled to one (1) education incentive pay. Pay shall be for the highest degree obtained.

Bargaining unit employees shall have the following incentives added to their base rate of pay in the amount provided in the table below:

- Field Training Officer (FTO) – there will be at least one (1) EMS FTO assigned per shift. All bargaining unit members assigned as an FTO, including on a temporary basis, will receive the differential below.

- EMT – Advanced – bargaining unit members who are not paramedics and are licensed by the State of Idaho as an EMT Advanced will receive the incentive below.

Paramedic Pay: All employees that are Licensed Paramedics by the State of Idaho and are operating in a paramedic role for the City of Meridian shall receive the additional hourly amount shall be based upon the table below.

This amount shall only be available from Recruit level up to and including Battalion Chief. The additional hourly amount shall be added to the firefighter’s base rate of pay.

All employees that were hired as paramedics may be required to maintain their license as a continuing job requirement until they reach the Battalion Chief position. At the time of promotion to Captain the employee shall be allowed to drop their Paramedic certification. After that choice, future opportunities to drop Paramedic certification may depend on hiring opportunities for the Department. Based upon the minimum required personnel at the paramedic level, as established by the Department Policy, any paramedic in excess of the number established is eligible to request to drop their paramedic’s certification. Anyone that is granted the ability to drop their certification may be reassigned subject to the needs of the Department. The Chief may consider seniority in granting the request. The Chief shall have the sole discretion to grant this request based upon the best needs of the Department.

Incentive Pay item	FTE Type	Rate
Associates Degree	24 Hr FTE	\$ 0.15
	40 Hr FTE	\$ 0.21
Bachelor's Degree	24 Hr FTE	\$ 0.25
	40 Hr FTE	\$ 0.35
Master's Degree	24 Hr FTE	\$ 0.40
	40 Hr FTE	\$ 0.56
EMT Advanced	24 Hr FTE	\$ 0.37
	40 Hr FTE	\$ 0.52
MFD Field Training Officer	24 Hr FTE	\$ 0.93
	40 Hr FTE	\$ 1.30
Paramedic Pay	24 Hr FTE	\$ 2.24
	40 Hr FTE	\$ 3.14

APPENDIX “B”

DRUG AND ALCOHOL POLICY

PURPOSE: To outline the goals and objectives of the City’s drug and alcohol testing program and to provide guidance to supervisors and employees concerning their responsibilities for carrying out the program. For the purpose of this policy volunteers are stated as employees. This policy applies to all regular full-time, part-time, introductory, temporary, seasonal or contract employees, volunteer firefighters, police reserve officers and all job applicants.

BARGAINING UNIT EMPLOYEE (FIRE)

The collective labor agreement shall govern the alcohol/drug program/policy for Fire department employees who are represented by the bargaining unit. Represented employees should refer to the labor agreement, APPENDIX “B”.

SAFETY SENSITIVE POSITIONS

The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

Safety Sensitive positions are those that require an employee to:

- Carry firearms
- Have custodial responsibility for illegal drugs
- Perform emergency medical, lifesaving, and/or fire suppression activities
- Have supervision over children in the absence of their parents or adult guardians
- Have access to homes and/or businesses in the City
- Handle hazardous materials that if mishandled, place City employees and/or the general public at risk of serious injury
- Work in the water and wastewater systems and their operations
- Be required to maintain a Commercial Driver’s License (CDL)
- Operate heavy machinery

Human Resources shall maintain a list of every safety sensitive position that is covered by this policy.

POLICY: In recognition of the harmful effects that the use of illegal drugs and the misuse of alcohol can have on employees in the workplace, the City of Meridian has a responsibility to provide and maintain a safe, secure, productive and efficient work environment free of the use, sale or possession of alcohol and controlled substances. The City of Meridian is committed to promoting and maintaining a drug free work environment for our employees, and members of the general

public. Furthermore, the City has an obligation to protect the City's property, equipment, operations and reputation.

Being under the influence of alcohol or an illegal drug or improper use of a prescription drug on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol in the workplace also poses unacceptable risks for safe, healthful, and efficient operations.

This Drug-Free Workplace Policy is not intended to replace or supersede testing, reporting, and procedures mandated by federal and state rules, regulations or laws that relate to the maintenance of a workplace free from alcohol and illegal drugs.

The City requires compliance with this policy as a condition of employment for qualified applicants or for continued employment for all City employees and volunteers.

AUTHORITY & RESPONSIBILITY: The Human Resources Director shall be charged with interpreting and administering this policy. Supervisors and department heads are responsible to ensure compliance to this policy within their areas of responsibility.

PROCEDURES AND RELATED INFORMATION

I. PROHIBITED ACTIVITIES

A. On-Duty

1. Employees are expected to work alcohol and drug free in order to enable safe and efficient job performance.
2. The use, sale, distribution, manufacture, purchase, transfer, storage, or possession of alcohol or illegal drugs, paraphernalia or the unauthorized use of prescription drugs or any combination thereof, while on City premises, in City vehicles, while operating City equipment, at a job site during work hours or in the scope and course of City employment is strictly prohibited. Any violation of this policy is grounds for disciplinary action, up to and including termination.
3. Employees who report to work and are suspected of being under the influence of alcohol or drugs will not be allowed to drive themselves home or elsewhere. Refusal to comply with this rule may result in immediate termination.
4. Department Heads will have authority to determine if the possession of alcohol, drugs or paraphernalia is within acceptable circumstances or guidelines.

B. Off-Duty

1. The off-duty conduct of any employee which results in a criminal conviction for the possession, use, sale, manufacture or distribution of illegal drugs will be subject to discipline up to and including termination.
2. Employees who are acquitted will be returned to work with back pay, if applicable.
3. Any employee convicted of violating a criminal drug statute on or away from the workplace must inform the City of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction. Notification must be made to the employee's supervisor or the Human Resources Director. Failure to inform the City subjects the employee to disciplinary action up to and including termination.

II. MEDICATION PRESCRIBED BY PHYSICIAN

- A. The use of drugs/medicine prescribed by a licensed medical practitioner will be permitted provided that it will not and in fact does not affect work performance, nor will it impair the employee's ability to safely operate equipment or machinery. The City reserves the right to have a licensed medical practitioner who is familiar with the employee's medical history and assigned duties determine if use of the prescription drug will produce effects which will increase the risk of injury to the employee or others while working. If such a finding is made, the City may limit or suspend the work activity of the employee during the period that the medical practitioner advises that the employee's ability to perform his or her job safely may be adversely affected by such medication. Any employee who has been informed by his/her physician that the prescription drug could cause adverse side effects while working must inform his/her supervisor prior to using the medication on the job.
- B. Employees must not consume prescribed drugs more often than as prescribed by the employee's physician and they must not allow any other person to consume the prescribed drug.

III. DISCIPLINE

- A. Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on the City of Meridian's premises or while on City business will be subject to discipline up to and including termination.
- B. Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be subject to discipline up to and including termination.
- C. Any employee who is found to be in possession of drug paraphernalia in violation of this policy will be subject to discipline up to and including termination.

- D. Any employee who is found through alcohol or drug testing to have in his or her body system a detectable amount of alcohol or an illegal drug as defined by this policy will be subject to discipline up to and including termination. Employees voluntarily participating in an alcohol/drug rehabilitation program recommended by the EAP will not be subject to discipline for participation in the program. If the employee is required to participate in an alcohol and/or drug program the Employee Assistance Program will notify Human Resources when an employee has completed the rehabilitation program. Prior to returning back to work an employee must have a negative test result and after an employee returns to work, he/she will be subject to unannounced drug and alcohol testing for a period of six (6) months. A single positive test result or failure to successfully complete the recommended rehabilitation program will be grounds for disciplinary action up to and including termination.
- E. Any employee who refuses to submit to an alcohol or drug test under the terms of this policy will be subject to discipline up to and including termination.
- F. Employees who are required to participate in the City's Employee Assistance Program (EAP) will be subject to termination for the following policy violations:
 - 1. Failure to contact the EAP within five (5) working days after notification of a positive test result.
 - 2. Refusal or unexcused failure to participate in counseling or the EAP program.
 - 3. Abandonment of a treatment program prior to completion and being released.

IV. EMPLOYEE ASSISTANCE PROGRAM & SELF REFERRAL

- A. The City recognizes that alcohol and chemical dependency are highly complex problems that can be successfully treated. Any employee needing help in dealing with these problems is encouraged to use the City's Employee Assistance Program (EAP) and the benefits available through the City's medical plan. The Human Resources Department has brochures and cards on the EAP program.
- B. Self- Referral
 - 1. Rehabilitation assistance in lieu of discharge may be offered:
 - 2. Any employee, who identifies him/herself to have an alcohol or drug problem, provided that the request is made prior to violation of the City's alcohol and drug policy. Employees who self-refer to the Employee Assistance Program (EAP) will not be subject to disciplinary action for voluntarily requesting help due to alcohol & drug problems. A request for rehabilitation may not be made in order to avoid the consequences of a positive alcohol or drug test result or to avoid taking an alcohol or drug test when requested to do so under the terms of this policy.

3. To an employee who obtains counseling, evaluation and rehabilitation treatment recommended through the City's Employee Assistance Program (EAP).
4. An employee who is in rehabilitation or who has completed rehabilitation will be allowed to return to work upon presentation of a written release signed by a licensed physician or recognized rehabilitation professional. An employee returning to work after treatment may return to work after taking and passing an alcohol and/or drug test. Employees who undergo a counseling or rehabilitation program will be subject to unannounced testing following completion of such a program for a period of six (6) months.
5. Employees who are referred to outpatient and/or in-patient alcohol or drug rehabilitation will be expected to do so at their own expense, (with the exception of those expenses covered by the City's health insurance program) on their own time or during a leave of absence, covered under the Family Medical Leave Act (FMLA) or during a non-paid leave of absence approved by the City.
6. Affected employees shall, whenever possible, schedule outpatient rehabilitation treatment during times that will not conflict with the employee's work schedule, provided however, employees will be allowed to use vacation or sick leave, or unpaid leave, if outpatient rehabilitation treatment cannot be scheduled other than during their regular work schedule.

C. Involuntary Referral

When an employee tests positive for alcohol or drug use (or is identified as being under the influence of alcohol or drugs at work) as identified in the City's Alcohol and Drug policy the employee will be sent to the City's EAP program for assessment, and treatment planning.

V. EDUCATION

A. Supervisors and other DEPARTMENT personnel will be trained in:

1. Overall City policy;
2. Detecting the signs and behavior of employees who may be using alcohol or drugs in violation of this policy;
3. Recognizing and intervening in situations that may involve violations of this policy;
4. EAP intervention, procedures and supervisor's role;
5. Documentation of employee performance and behavior.

B. Employees will be trained and informed of:

1. The health and safety dangers associated with alcohol and drug use;

2. The provisions of this policy through employee meetings and employee orientation.

VI. TESTING PROCEDURES

A. PRE-EMPLOYMENT TESTING

1. All applicants given a conditional offer of employment will be required to submit to testing for the presence of alcohol and illegal drugs. The offer of employment is contingent upon a negative alcohol and drug test result. A conditional offer of employment will be rescinded for any applicant who tests positive for the presence of alcohol and/or illegal drugs.
2. An applicant will be notified of the City of Meridian's alcohol and drug testing policy prior to being tested; will be informed in writing of his or her right to refuse to undergo such testing; and will be informed that the consequence of refusal is termination of the pre-employment process.
3. An applicant will be provided written notice of this policy, and by signature will be required to acknowledge receipt and understanding of the policy.

B. REASONABLE BELIEF TESTING

1. An employee will be tested for alcohol and illegal drugs, or the abuse of prescription medication, when the employee manifests "reasonable belief" behavior that would endanger their well-being, as well as the safety of fellow employees or the general public. The basis of suspicion of alcohol or drug abuse may be a specific, contemporaneous event, or conduct-evidencing impairment observed over a period of time.
2. An employee who is tested in a "reasonable belief" situation will be put on administrative leave with pay pending receipt of written tests results and whatever inquiries may be required.

C. POST- ACCIDENT TESTING

1. Any employee involved in a work-related accident will be tested for the use of alcohol and illegal drugs, as soon as possible after the accident, preferably within four (4) hours. Examples of conditions that will require an employee to take an alcohol and drug test include, but are not limited to, accidents, that result in:
 - a. A fatality, personal injury, or injury to another person requiring transport for medical treatment away from the site of the accident;
 - b. Damage to equipment or property owned by the City, or by a third party, that is estimated to exceed \$500.
 - c. Damage to a City vehicle that is estimated to exceed \$2000.

2. An employee who is seriously injured and cannot provide a specimen for testing will be required to authorize the release of relevant hospital reports, or other documentation, that would indicate whether there were alcohol or drugs in his/her system at the time of the accident. Any employee required to be tested under this section must remain readily available for such testing and the employee may not consume any alcohol or illegal drugs.
3. If it is determined by the DEPARTMENT that an employee's accident was caused by the actions of another, and that there were no unsafe acts on the part of the employee, the City reserves the right to waive post-accident testing of the employee. Employees who are involved in a work-related accident requiring medical treatment are to immediately inform their supervisor of the accident, so that any needed alcohol or drug testing may be promptly conducted in conjunction with their medical treatment.

D. RANDOM TESTING

1. Department Heads and employees in sensitive positions will be subject to random alcohol and drug testing. For purpose of this policy, a sensitive position will be defined as a position in which the duties that are performed as a regular part of the job could reasonably expect to affect health, safety and security of other City employees or the general public.
2. Sensitive positions are those that require an employee to:
 - a. Carry firearms;
 - b. Have custodial responsibility for illegal drugs;
 - c. Perform emergency medical, lifesaving, and/or fire suppression activities.
 - d. Have supervision over children in the absence of their parents or adult guardians;
 - e. Have access to homes and/or businesses in the City;
 - f. Handle hazardous materials that if mishandled, place City employees and/or the general public at risk of serious injury.
3. The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.
4. Random tests will be unannounced and occur throughout the calendar year. Random selections will be made by a scientifically valid method that will result in each employee having an equal chance of being tested each time selections are made. The Human Resources Director will notify the individual's supervisor and the individual selected for random testing on the same day the test is scheduled. The supervisor will be notified within two hours of the scheduled testing and the employee will be notified immediately preceding the scheduled testing. Upon notification, the employee shall proceed immediately to the

testing site and at the City's discretion; employees may be transported or escorted to the testing site.

5. The annual number of random tests will be no more than fifteen percent (15%) of the average number of employees subject to random testing for alcohol and illegal drugs.
6. In implementing the program of random testing the City shall evaluate periodically whether the numbers of employees tested and the frequency with which those tests will be administered satisfies the City goal of achieving a drug-free work force.

E. VOLUNTARY RANDOM TESTING

As part of the City's alcohol and drug free workplace program, employees not in designated sensitive positions may volunteer for random testing. Employees who are interested in participating in this program should contact Human Resources to obtain a volunteer random consent form. Participation in this program is not a condition of continued employment with the City and volunteers will be subject to all provisions, conditions and procedures of the random testing policy.

F. CDL TESTING

In compliance with the Department of Transportation (DOT) ruling 49 CFR parts 40 and 382, pre-employment, random, reasonable belief and post-accident drug and alcohol testing shall be required for employees in positions that require a Commercial Driver's License.

VII. DRUG /ALCOHOL SPECIMEN COLLECTION/TESTING PROCEDURES

A. Specimen Collection Procedure

1. When a prospective or present employee is notified that he/she is to submit to alcohol and drug testing he/she will be given instructions regarding where and when to report for tests, or at the City's discretion an employee may be transported or escorted to the place of collection. A collection specialist who has been trained in collection procedures will conduct all specimen collections. Testing will be done in accordance with approved collection procedures.
2. All specimens will be tested for the presence of alcohol and illegal drugs. All specimens tested for illegal drugs will be done by urine analysis. Alcohol testing will be done by a Breath Alcohol Technician (BAT) employed by the collection facility that is trained in operation of an evidential breath-testing device (EBT). If an individual is unable to take a breath-test due to a medical condition then a blood test will be administered.

B. Adulteration Or Submission Of Concealed Specimen

1. If during the collection procedure, the collection monitor detects an effort by the prospective employee or an employee to adulterate or substitute a

specimen, a second specimen will be requested. If a second specimen is provided, both will be tested. If the second specimen is refused, the collection monitor will inform the Human Resources Director or his/her designee that the donor refused to submit a true specimen. Such substantiated conduct will be considered equivalent to testing positive and the prospective employee will not be offered employment or a present employee will be terminated from further employment with the City.

2. In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the prospective or current employee of that finding and request that he/she submit a second specimen. Such donors will be advised by the City not to drink any fluids prior to the test.

C. Testing and Confirmation

1. The cut-off levels for all Non-Dot testing is as follows:

<u>Drug Class</u>	<u>Screening</u>	<u>Confirmation</u>
Amphetamine Family	1000 ng/ml	500 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Marijuana	50 ng/ml	15 ng/ml
Opiates	2000 ng/ml	26 ng/ml

2. The cut-off for alcohol concentration will be on two levels. Any employee who tests above a level of 0.02 BAC and up to 0.039 BAC may be subject to discipline, and will not be allowed to work for at least 24 hours and must have a negative test result before returning to work. Any employee who tests at or above 0.04 BAC is considered to have tested positive and is considered to be under the influence of alcohol. Positive alcohol tests resulting from the breath test will include a confirmatory breath test conducted no later than fifteen (15) minutes after the initial test; or the use of any other confirmatory test can be used that demonstrates a higher degree of reliability.
3. Any specimen that screens positive for the presence of illegal drugs will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method. Any employee who tests positive for illegal drugs or prescription medication may request to obtain an independent test using the remaining portion of the urine specimen that yielded the positive result. The retest is at the applicants or employees own expense (unless those expenses are covered by the City insurance program). This request must be conveyed to the MRO within 48 hours of the employee being notified of the positive test result.
4. During the time the second test is being conducted, the pre-employment selection process for an applicant will be placed on hold. An employee already working for the City will not be allowed to work. If the retest reverses the positive result, the City shall reimburse the cost of the retest

and any loss of compensation and benefits that are incurred as a result of the initial positive test results. The City will have no liability to any employee for errors or inaccurate test results.

VIII. TEST RESULT NOTIFICATION

- A. All results received from the laboratory will be forwarded to the office of the accredited collection agency for the purpose of their providing medical review officer services. When a test shows a positive test result the employee or applicant will be contacted by the Medical Review Officer (MRO) and will be given the opportunity to provide an explanation for the positive result. The MRO may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. After the employee has been provided an opportunity to consult with the Medical review officer and the MRO determines that the test is positive the City will be notified. The collection agency will only report results to the Human Resource Director or his/her designee.
- B. Any employee who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If the MRO determines that the positive test result was due to authorized use of prescription medication, he/she will immediately report a negative finding to the Human Resource Director or his/her designee and no further action will be taken. However, if an employee cannot provide a reasonable explanation for his/her positive test result, and the Medical Review Officer (MRO) finds no reason to doubt the validity of the positive test, the Human Resources Director or his/her designee will be notified of the positive test result and disciplinary action will be taken consistent with the terms of this policy.

IX. REFUSAL

Any employee who refuses to be tested, or fails to provide a specimen or information as directed under the terms of this policy, will be subject to discipline up to and including termination.

X. EFFECT OF TESTING POSITIVE

- A. Any prospective employee who tests positive for alcohol or illegal drugs will not be offered employment. Any introductory, temporary or seasonal employee who tests positive for illegal drugs or alcohol will be terminated.
- B. Any classified employee (as defined under the City of Meridian's employment classifications) that tests positive for alcohol or illegal drugs, will be subject to disciplinary action consistent with the terms of this policy. (Refer to the disciplinary section of this policy).

XI. CONFIDENTIALITY

All information relating to drug or alcohol testing or the identification of persons as users of alcohol and drugs will be protected by the City as confidential and given out on a need to know basis, unless otherwise required by law, over-riding public health and safety concerns, or authorized in writing by the person in question.

XII. CONCLUSION

The terms of this alcohol/drug free workplace policy are intended to achieve a work environment where employees are free from the effects of alcohol and/or drugs. Employees should be aware that the provisions of this policy may be revised when necessary. The City anticipates that by implementing an alcohol and drug free workplace policy, its employees will enjoy the benefits of working in a safer, more secure, and more productive work environment. The City also anticipates that the provisions of this policy will help maintain and promote the health, welfare and safety of the general public.

BARGAINING UNIT EMPLOYEES (FIRE)

The collective labor agreement shall govern the alcohol/drug program/policy for the Fire department employees who are represented by the bargaining unit. Represented employees should refer to the labor agreement, APPENDIX "B".

XIII. DEFINITIONS

- A. Alcohol: means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.
- B. Applicant: Any individual tentatively selected for employment with the City.
- C. City premises or City facilities: for the purpose of this policy means all property of the City of Meridian including, but not limited to, the offices, facilities, land, and surrounding areas on the City's owned or leased property, parking lots, and storage areas. The term also includes the City's owned or leased vehicles and equipment wherever located.
- D. Drug Paraphernalia: Drug related paraphernalia is any unauthorized material or equipment or item used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing into the human body an unauthorized substance.
- E. Drug testing: means a urinalysis taken for the purpose of determining whether drugs are in the person's system or any other testing the City deems appropriate and reliable.
- F. Employee Assistance Program (EAP): A contract-based counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of alcohol, drug, and mental health problems and monitors the progress of employees while in treatment.

- G. Illegal drug: means any drug as defined by section 802 (6) of Title 21 of the United States Code which is not legally obtainable under chapter 13 of that title. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, opiates, phencyclidine (PCP), and so-called designer drugs and look-alike drugs or use of a legal drug not prescribed to the employee.
- H. Legal drug: means any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.
- I. Medical Review Officer: An independent licensed physician who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluated all positive test results together with an individual's medical history and any other biomedical information.
- J. Reasonable belief: means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to suspected drug or alcohol impairment.
- K. Under the influence: means a condition in which a person is affected by a drug or by alcohol in a detectable manner. A determination of being under the influence can be established by a scientifically valid test, such as a breath test or urinalysis.

APPENDIX “C”

ISSUED FIREFIGHTING EQUIPMENT

Flashlight

Streamlight Survivor LED AC Fast Charge

Wire/Cable cutters

Klein Tools 63050 Plier Shear Cutters, Mechanical Cutter (a “Forbey”)

TFT: Res-Q-Rench Folding Spanner Multi Tool

APPENDIX “D”

CITY’s Contribution for 2020 medical, dental, vision, and post-employment health

	Medical	Vision	Dental*	Total
Employee Only	\$ 556.37	\$ 7.84	\$ 44.95	\$ 609.16
Employee/Spouse	\$ 1,107.46	\$ 11.61	\$ 81.15	\$ 1,200.22
Employee/Child	\$ 777.70	\$ 11.61	\$ 66.15	\$ 855.46
Employee/Children	\$ 906.83	\$ 11.81	\$ 82.43	\$ 1,001.07
Employee/Spouse/Child	\$ 1,311.66	\$ 18.09	\$ 102.23	\$ 1,431.98
Employee/Family	\$ 1,311.66	\$ 18.09	\$ 118.35	\$ 1,448.10
Data reflects the City Costs associated to each benefit Data obtained from the 2020 Benefits rate sheet *Willamette Dental rates				

CITY’s Contribution for 2021 medical, dental, vision, and post-employment health

	Medical	Vision	Dental*	Total
Employee Only	\$ 621.90	\$ 10.00	\$ 44.95	\$ 676.85
Employee/Spouse	\$ 1,211.42	\$ 14.81	\$ 81.15	\$ 1,307.38
Employee/Child	\$ 858.66	\$ 14.81	\$ 66.15	\$ 939.62
Employee/Children	\$ 996.80	\$ 15.06	\$ 82.43	\$ 1,094.29
Employee/Spouse/Child	\$ 1,429.86	\$ 23.07	\$ 102.23	\$ 1,555.16
Employee/Family	\$ 1,429.86	\$ 23.07	\$ 118.35	\$ 1,571.28
Data reflects the City Costs associated to each benefit Data obtained from the 2021 Benefits rate sheet *Willamette Dental rates				

Appendix E

Step Plan Progression Details

A bargaining unit member that has completed one year of service in their prior step and the applicable requirements below will be advanced to the next step in their classification, unless pursuant to an exception or exemption, in accordance with this Appendix E. The City will provide quarterly documentation to each bargaining unit member providing the status of advancement toward step progression requirements.

ISO Tracker Training Hours

For the purposes of step plan progression, the ISO training hours requirement will be 163 hours of qualifying training. Any required Target Solutions-based ISO training hours will be made available on January 1 of each year. No bargaining unit members' ISO training hours requirement will be changed mid-year, including in circumstances of promotion, for the purposes of advancing within the step plan.

The ISO training hours requirements below will be effective beginning on January 1, 2022.

Firefighter:

Probationary to FF step 1 -

- For new hires, 1 year of service from graduation of fire academy, or
- For lateral hires, 1 year of service from date of hire; and
- Successful completion of probationary firefighter testing.

FF step 1 to FF step 2 -

- Completion of required components of prior bi-annual physical, if applicable.

FF step 2 to FF step 3 -

- Completion of required components of prior bi-annual physical, if applicable; and
- Completion of DEPARTMENT's current or prior Engineer Development Program.

FF Step 3 through 6 Step Advancement -

- Completion of required components of prior bi-annual physical, if applicable; and
- Completion of prior calendar year ISO tracker training hours.

Engineer:

Engineer Step Advancement -

- Completion of required components of prior bi-annual physical, if applicable;
- Completion of prior calendar year ISO tracker training hours; and
- Completion of annual Engineer driver recertification.

Captain:

Captain Step Advancement -

- Completion of required components of prior bi-annual physical, if applicable;
- Completion of prior calendar year ISO tracker training hours;
- Maintain Blue Card certification; and

- At least four (4) Fire Department performance feedback program, which in 2021 was the Tenzinga program, log entries distributed throughout the year, approximately every quarter, for assigned direct report personnel (if applicable).

Battalion Chief:

Battalion Chief Step Advancement -

- Completion of required components of prior bi-annual physical, if applicable;
- Maintain Blue Card certification; and
- At least four (4) Fire Department performance feedback program, which in 2021 was the Tenzinga program, log entries distributed throughout the year, approximately every quarter, for assigned direct report personnel (if applicable).

EXCEPTIONS/EXEMPTIONS

In case of Workers' Compensation leave, FMLA, military leave, any other statutory or protected leave, light duty, ADA accommodation(s), or any other reasonable scenario outside the bargaining unit members' control that may affect or has impacted completion of the requirements above, the following shall apply:

- If the CITY or the bargaining unit member believes that the bargaining unit member will not meet the requirements for step advancement, the CITY, UNION, and bargaining unit member will meet to seek agreement upon a plan (e.g. grace period, proration, etc.) for a reasonable opportunity for the bargaining unit member to meet the requirements.
- Exceptions/exemptions under this section will be equitably applied.
- Employees are eligible for step increases that would have been received if the employee did not have statutory or protected leave, light duty, and/or ADA accommodation(s) which impacted the completion of applicable requirements, effective on or retroactive to their anniversary date.