

No: 24-064
Date: September 4, 2024

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: 2024-2027 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2319

WHEREAS: The City's negotiation team, comprised of representatives from the City of Sandpoint and contracted legal services, met with the IAFF Local 2319 negotiation team on Monday, May 13, 2024, to begin contract negotiations, which concluded on Wednesday, July 10, 2024, upon tentative agreements having been reached on all articles of the 2024-2027 Collective Bargaining Agreement with the International Association of Firefighters Local 2319;

WHEREAS: Significant items with actual or potential financial impact include Article 16, Wages/Compensation, which provides for a longevity step salary schedule similar to City's general salary schedule, with firefighter pay aligned with the general City bi-weekly pay schedule;

WHEREAS: Cost of living adjustments (COLA) will be in accordance with the approval of the annual adopted City budget;

WHEREAS: Under Article 18, the firefighters will participate and enroll in the same medical, dental, and vision insurance coverage offered to all other City employees; and

WHEREAS: Upon ratification by all parties, the new CBA will be effective October 1, 2024, through September 30, 2027.

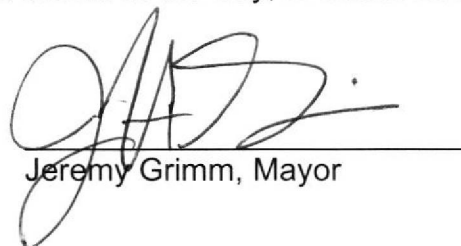
NOW, THEREFORE, BE IT RESOLVED THAT: The 2024-2027 Collective Bargaining Agreement with the IAFF Local 2319, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into this Agreement.

ATTEST:



Melissa Ward, City Clerk



Jeremy Grimm, Mayor

2024–2027 COLLECTIVE BARGAINING AGREEMENT

Between the City of Sandpoint,
, and the International Association of Fire Fighters Local 2319

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AGREEMENT

The City of Sandpoint, , hereinafter referred to as the City, and the International Association of Fire Fighters Local 2319, hereinafter referred to as the Union, to increase general efficiency, to maintain the existing harmonious relationship between the Union and City, and to promote the morale, rights, and the well-being of the members of the Union, the parties hereby agree as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be effective as of the first day of October 2024 and shall remain in full force and effect until the thirtieth day of September 2027. If a new agreement has not been reached between the City and the Union upon expiration of the Agreement, this Agreement will remain in effect and unchanged until a new agreement is reached.

ARTICLE 2. RECOGNITION

Pursuant to Title 44, Chapter 18 of the Idaho Code, the City recognizes the Union as the exclusive bargaining agent for all paid Firefighters of the City, except Fire Chief, administrative staff, Volunteer and Reserve Firefighters. The terms and conditions hereof are binding upon and govern and control the rights, benefits, and privileges of each party and their successors and assigns.

ARTICLE 3. DEFINITIONS

For this Agreement, the following terms, phrases, words, and derivations shall have the meaning given herein. The words "shall" and "will" are always mandatory and not merely directory. Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

AUTHORIZED WORK: Shall be work performed while on duty and shall not include time away from the work environment.

BUSINESS DAY: Days when the City is normally open, not including weekends or observed holidays.

CALLBACK: Any time a Firefighter is called back to the work environment for unscheduled duty, work, or training.

FIREFIGHTER: A Captain, Engineer, Firefighter and Probationary Firefighter.

HOURS OF WORK: All that time during which employees are on duty and for which they receive compensation.

MODIFIED DUTY WORK: Shall be defined as reporting to perform office, clerical, inspections, or other non-firefighting functions, within the restrictions and/or limitations of a medical provider where applicable, under the direction of the Fire Chief and approved by the HR Manager.

PROBATIONARY FIREFIGHTER: A firefighter in the first year of employment.

SHIFT: Twenty-four (24) consecutive hours of work for which a Firefighter is compensated.

ARTICLE 4. PREVAILING RIGHTS

The rights of the Union include, but are not limited to, the rights included in Idaho Code 44-1802 to bargain for wages, hours, and other working conditions and all other terms and conditions of employment.

The rights listed above are subject to the grievance procedure.

ARTICLE 5. MANAGEMENT RIGHTS

The City shall retain the exclusive right to exercise the regular and customary functions of management, including but not limited to directing the activities of the department; determining levels of budget authority, service, and methods of operation; introduction of new equipment; the right to hire; lay-off for lack of work or funds; transfer; promote, demote; discipline and discharge its employees for just cause; to determine work schedules and assign work.

ARTICLE 6. NO STRIKE

The Union and the Firefighters agree that during the term of this Agreement they will not cause, encourage, participate in, or support any slow-down or strike against the City or other interruption of or interference with the normal functions of the City. The Union and the Firefighters further agree that during the term of this Agreement, no Firefighter will recognize a picket line of any labor organization while in the performance of his official duties. Violation of this paragraph shall be grounds for disciplinary action.

ARTICLE 7. RULES, REGULATIONS, POLICIES AND PROCEDURES

The Union agrees that members shall comply with the following: Sandpoint Fire Department Rules and Regulations and City of Sandpoint Personnel Policy Handbook. In the event of a conflict or an inconsistency between the provisions of this Agreement and the above-stated Rules and Regulations or City of Sandpoint Personnel Policy Handbook provisions, the provisions of this Agreement shall prevail, and any such conflict or inconsistency shall be resolved in accordance with the following prevailing order of precedence:

1. Collective Bargaining Agreement.
2. Sandpoint Fire Department Rules and Regulations.
3. City of Sandpoint Personnel Policy Handbook.

The City of Sandpoint shall review and recommend updates to the existing Selkirk Rules and Regulations. Any new and subsequent recommended changes to the City of Sandpoint Personnel

Policy Handbook and Sandpoint Fire Department Rules and Regulations shall be adopted by the legislative body of the .City.

Any changes in or updating of rules and regulations which affect employee rights or terms, and conditions of employment shall be accomplished through mutual written consent of the City and Union during the term of this Agreement.

ARTICLE 8. UNION BUSINESS

The employer agrees to deduct authorized Union dues, fees, and assessment in the amounts specified by the authorized officer of the Union, from the pay of bargaining unit employees upon written authorization by the impacted employee. The employer further agrees to transmit those amounts monthly to the Union. The Union agrees to certify to the employer the dollar amount of authorized dues, fees, and assessments.

1. The City shall provide a maximum of five (5) shifts with pay annually to the Union membership (collectively, not individually) to conduct business deemed necessary to the International Association of Firefighters Local 2319.
 - a. Up to one (1) member per shift of the negotiating team if on duty shall be allowed time off with pay for all negotiation meetings which shall be mutually set by the City and the Union.
 - b. On-duty members serving on a negotiations committee shall respond to all calls received during negotiations meetings.
 - c. Such hours spent conducting Union business shall be accounted for by being recorded on individual timecards.
2. Office supplies, copier paper and use of the City's copy machines are not available to the Union for Union business purposes.

ARTICLE 9. SAVINGS CLAUSE

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

ARTICLE 10. NON-DISCRIMINATION

The City and Union agree not to discriminate against any employee for his/her activity on behalf of, or membership/non-membership in, the Union. The City and Union agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, ancestry, age, marital status, sex, sexual orientation, or gender identity/expression.

It shall be the policy of the City to hire Firefighters based upon the applicant's education, training, experience, demonstrated skills and abilities, and physical fitness needed for adequate performance in each position.

ARTICLE 11. JOB DESCRIPTIONS

It is the purpose of this article to keep the duties of Firefighters covered under the terms of this Agreement in accordance with duties recognized by the City as those of professional Firefighters.

Where changes occur in job descriptions or duties that fall outside those recognized by the City as those of professional Firefighters, the City recognizes the Union's right to file a grievance. The City agrees that a majority decision of the arbitrators is binding and should that decision direct the City and the Union to bargain for the hours, wages and working conditions prior to implementation of the change in the job description, both parties will immediately enter the negotiating process.

ARTICLE 12. RESIDENCY

The City and Union agree that there shall be no residency requirements.

ARTICLE 13. CONSOLIDATION OR MERGER

This Agreement shall be binding upon the successors of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger or annexation or transfer of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto.

ARTICLE 14. STAFFING LEVELS

The purpose of this article is to provide sufficient on-duty personnel to provide for safe fire suppression/emergency operations and to staff the fire system to provide the services determined appropriate by the City.

The City shall require no less than two (2) Firefighters covered by the terms of this Agreement to be always on-duty and available for initial response. Minimum staffing shall be as follows:

- Sandpoint Station #1: Two (2) Firefighters consisting of one (1) Captain or acting Captain and one (1) Engineer or acting Engineer.

It is the intent of the City to budget the funds necessary to maintain the minimum staffing program. However, nothing in this article shall limit the City's right to layoff for lack of funds.

A Firefighter must be properly relieved prior to leaving.

ARTICLE 15. PERSONNEL REDUCTION

Personnel reduction is defined as an involuntary separation from employment not involving delinquency, misconduct, inefficiency, or disciplinary action. Whenever such personnel reduction occurs and it becomes necessary to reduce the number of employees within the City, the following regulations shall apply:

1. The person last hired shall be "laid off" first. Not including Temporary, Seasonal, or Part-Time positions.
2. If multiple persons were hired on the same day, the person with the lowest cumulative testing score shall be laid off first.
3. The names of those laid off shall be entered into a recall register in inverse order of their layoff. The recall register shall be signed and dated by the Fire Chief and Agency Administrator at the time of any personnel reductions. The printed copy and a digital backup copy shall be kept in the City's HR and Union records.
4. When it is desired to again increase the number of personnel, the City shall verify all of those laid off correctly appear on the recall register. Any mailed notifications of recall shall be overnight registered mailed to the individual. Any person who declines to return for employment with the City, or who after ten (10) business days of receipt of mailed recall notice has failed to accept recall of employment, shall be considered permanently separated from the City. It is the responsibility of the employee to keep the City up to date with his/her current contact information.
5. In the event that a previously promoted employee returns to duty, or the number of officers holding that rank is reduced, the last employee promoted shall be returned to the rank he/she held before.
6. Employees who are laid off prior to completion of their probationary period must complete the remainder of their probationary period upon recall.
7. The City must honor the list for a minimum of two (2) years from the time of lay-off.

PART TIME HIRE POLICY

In the event there is a need for short duration hire, the persons on the inverse laid-off list shall have the option to decline the short duration hire without forfeiting their seniority to be hired for full time positions, when one becomes available. Persons laid off shall have first right of refusal to part-time openings.

ARTICLE 16: WAGES/COMPENSATION

Wages and Compensation shall be paid in accordance with this Article.

A. GENERAL

1. Wages for each calendar year covering the term of this agreement shall be as set forth in Appendix "B" and shall be paid on a biweekly basis.
2. Direct deposit is required.

B. TIMECARDS

1. A timecard, approved by the Firefighter and the designated Officer, is required to calculate and process pay checks for fire personnel. The timecard will consist of a fourteen (14) day pay period.
2. Overtime will be paid each fourteen (14) day pay period.

ARTICLE 17. HOURS OF DUTY AND OVERTIME

Work schedules for 56-hour shift personnel covered by this agreement shall be in accordance with this Article.

A. WORK SCHEDULES

1. Throughout the term of this agreement the forty-eight/ninety-six (48/96) hour work schedule shall be used, which consists of the following recognized shifts: Green(G), Red(R), Blue(B) – Example: GGRRBBGGRRBB. Each employee will work two (2) consecutive twenty-four (24) hour work periods or two (2) "shifts" for a total of forty-eight (48) hours or one (1) "set", followed by ninety-six (96) hours off duty:
 - a. 24 hours on duty
 - b. 24 hours on duty
 - c. 96 hours off duty
2. This schedule averages fifty-six (56) hours in a seven (7) day work week. All hours worked outside of the normal work schedule shall be considered unscheduled overtime hours.
3. 56-hour employees shall normally not work more than seventy-two (72) consecutive hours unless authorized by the Fire Chief, except for emergency call back or extenuating circumstances.
4. Both the City and the Union understand that occasionally staffing may need to be changed temporarily to accommodate any safety issues.

B. DUTY SHIFT

Duty shifts for 56-hour employees shall begin at 0800 hours of the duty day and end at 0800 hours the following day.

C. OVERTIME PAY FOR 56-HOUR EMPLOYEES

1. Except as provided below, all overtime shall be administered in accordance with the Fair Labor and Standards Act (FLSA).
2. Hours worked in excess of the normal work schedule shall be compensated at one and one half (1-1/2) times the regular hourly rate. For example, in a pay period in which the

normal work scheduled is 96 hours, the employee will be compensated at the overtime rate for all hours worked in excess of 96 hours during that pay period.

3. Time off, for any reason, shall be subtracted from the sum of hours worked for the purpose of calculating scheduled overtime.

D. CALL BACK

All employees called in for overtime work on an emergent basis shall be paid at least a two (2) hour minimum at the overtime rate of pay. However, the two (2) hour minimum shall not apply to employees required to attend departmental meetings on their off-duty time and shall be paid only hours worked computed to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then comes in for an emergency call back, the employee shall be compensated at the overtime rate for the call back.

E. HOLDOVER/FORCE HIRE

All employees required to work beyond the end of their regular shift shall be paid at the overtime rate in increments of one-quarter (1/4) hour, to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then gets force hired, the employee shall be compensated at the overtime rate for the force hire.

ARTICLE 18. MEDICAL INSURANCE

Employees will be covered by the City's medical, dental, and vision plans, which will include multiple plan options, at the same premium contribution rates as all City employees.

ARTICLE 19. MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)

The focus of the medical expense reimbursement plan (MERP) is to provide help for retirees with medical costs. The City agrees to make pre-tax contributions to the plan on behalf of all employees in the bargaining unit. The contribution shall be a City paid expense. The current amount is \$75 per month, or \$900 per person.

ARTICLE 20. DEFERRED COMPENSATION PLAN

The City agrees to administer the 457 deferred compensation program for the fire department members. The employee agrees to cover any direct fees associated with this program.

ARTICLE 21. SOCIAL SECURITY WITHDRAWAL

As a result of the Sandpoint Firefighters vote to withdraw from coverage under the Social Security system, the City and Union agree as follows:

1. The City agrees to match the members' percentage of base salary wages, up to a six percent (6%) cap per member in lieu of the Social Security tax. These percentages of wages shall be placed in the PERSI Choice Plan. In the event the Social Security obligation for general City employees is reduced, the matching contributions to the Firefighters shall reflect the mandated employer Social Security contribution then in effect. In case of a refund from Social Security, both employee and City shall place monies in PERSI Choice and/or 457 Deferred Compensation Plan.

ARTICLE 22. PAID TIME OFF (PTO)

A. PTO PLAN DEFINITION

The PTO plan is designed to offer employees flexibility and self-management with their paid time off. Employees will be able to use time in their PTO bank in any way they choose when approved by the Officer. This allows the employee to plan and can help reduce unscheduled absences. The program is simple and easy to administer.

B. PTO USES

PTO may be used for any approved absence. A Chief Officer must approve scheduled or unscheduled absences before PTO can be utilized.

C. REQUESTING PTO TIME

1. PTO time can be taken in no less than one (1) hour increments. Coverage for PTO of less than two (2) hours is not subject to the two-hour minimum call back overtime pay.
2. Scheduled absences (for example, medical appointments, trips, family functions, recreational activities) require prior approval. Scheduled absence requests should be submitted for approval at least two (2) weeks prior to the date requested whenever possible. Approvals for scheduled absences are at the Officer's discretion based on the business needs of the City but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis.
3. Unscheduled absence (for example, emergencies or calling in before shift with illness/injury), approval must be requested as soon as possible but no later than one (1) hour before the start of the employee's shift.

D. UNAUTHORIZED ABSENCES

All employees are important to the efficient operation of the department. Our workforce is made up of skilled professionals, who put their talents together to make the department the best it can be. Unauthorized absences by any employee create disruption and hardship for all members of the department.

Unauthorized absences include two types and will be without pay:

1. Excessive Use: When PTO and CAT accounts are depleted (CAT account considered depleted for this unauthorized absence if CAT account is not accessible because of short absence) or after three (3) prior unauthorized absences (fourth occurrence not number of days) in the prior twelve (12) months. For these types of unauthorized absences, the

Chief Officer will follow progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each occurrence (one occurrence can be a few consecutive days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless the employee is on worker's compensation leave, approved for FMLA, using other benefits/programs as identified in Section J or other mitigating circumstances exist.

2. Abandonment: When employee fails to notify Chief Officer of an absence (for example: leaving work during assigned shift without notice/approval, failure to report to work without notice/approval, failure to follow-up/update Chief Officer of ongoing absence). These types of unauthorized absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).

E. ACCRUAL RATES

1. PTO accrual rates for any gaps in service for employees with at least five (5) years of service will be treated as follows:
 - a. If the employee is recalled from a layoff within two (2) years, the employee's prior years of service will be credited.
 - b. If separation was not because of layoff, the employee's prior years of service will be credited only if the employee is rehired within thirty (30) calendar days of separation.
2. Employees separating from service after the start of the second pay period of the month will receive full accrual credit for the pay period.
3. Employees must be in paid status for more than one-half (1/2) of their scheduled workdays during the month in to earn credit for PTO time.
4. Accrual of hours will occur biweekly in the first two (2) pay periods of the month. In months where three (3) pay periods occur, no accruals will be credited in the third pay period.

Years of Service	Per Pay Period	Per Month	Per Year	Maximum
Less than 1 year	14.40	28.80	345.60	691.20
1 year but less than 2 years	14.60	29.20	350.40	700.80
2 years but less than 3 years	14.80	29.60	355.20	710.40
3 years but less than 4 years	15.00	30.00	360.00	720.00
4 years but less than 5 years	15.20	30.40	364.80	729.60
5 years but less than 10 years	16.00	32.00	384.00	768.00
10 years but less than 15 years	17.60	35.20	422.40	844.80
15 years but less than 20 years	19.20	38.40	460.80	921.60
20 years or more	20.80	41.60	499.20	998.40

F. CAP/MAXIMUM ACCRUAL

1. PTO account balance cannot exceed two (2) times the annual accrual rate.
2. If the cap is reached, and no PTO is used or cashed out (see Section H - Annual PTO Cash Out/Incentives), additional PTO hours will not be accrued for that pay period.

G. CATASTROPHIC (CAT) ACCOUNT

1. The CAT account may be used in the event of a covered serious health condition as defined by the Family Medical Leave Act (FMLA) or worker's compensation injury.
2. Employees who have a covered serious health condition or worker's compensation injury that will require them to be absent for longer than three (3) shifts per condition, are required to notify their Officer and contact Human Resources for approval of CAT leave usage and to apply for FMLA or other benefits/conditions that may apply because of their time off.
3. Employees must first use a minimum of two (2) shifts, or 48 hours, of PTO per condition before CAT leave usage is approved; after which the employee may continue to use available CAT leave hours in lieu of PTO as approved by Human Resources.
4. Employees with a recurring or intermittent condition may use CAT hours in lieu of PTO hours upon approval of Human Resources.
5. CAT leave hours are non-renewable and will be established at conversion only. Additional hours/days shall not be added once the CAT leave bank is exhausted.

H. ANNUAL PTO CASH OUT / INCENTIVES

Employees have the option once per calendar year to cash out up to seventy-two (72) hours of PTO. Requests for cash out must be submitted in writing to Payroll by January 31st of each year for a cash out to occur in the second pay period of March.

1. Eligibility Requirements

- a. Must have five (5) years of continuous service as of January 31st in the current calendar year; and
- b. Must have used a minimum of seventy-two (72) hours of PTO in the previous calendar year; and
- c. Must have a minimum balance of four hundred eighty (480) hours PTO remaining as of January 31st after the cash out is submitted; and
- d. Must have direct compensation less than the current Social Security Old Age Survivors and Disability (OASDI) benefit base.

2. Cash-Out Distributions

- a. Employees may select distribution as additional cash compensation or direct payment to 457 Deferred Compensation retirement account.
- b. If an employee's PTO balance drops below four hundred eighty (480) hours when it is processed, then the cash-out hours and corresponding distribution will be reduced accordingly.

- c. Employees will receive distributions on the last paycheck in March of the current calendar year.

I. SEPARATION FROM SERVICE

1. PTO Payout

- a. Employees will be paid out for all accrued PTO hours, as outlined below and subject to authorized deductions, when they separate from service.
- b. Upon separation from service for any reason other than retirement, PTO payouts may be made in the form of direct compensation to the employee or contribution as an elective deferral into the employee's 457 Deferred Compensation or PERSI Choice account.
- c. Upon separation from service due to retirement, i.e., the employee has reached 55 years of age or PERSI Rule of 80, PTO payouts shall be made in the form of employer contribution to an HRA/VEBA account.

2. CAT Leave Payout

- a. Employees will be paid out for twenty-five percent (25%) of their accrued CAT Leave hours, subject to authorized deductions, when they separate from service for any reason.
- b. CAT Leave payouts are capped at \$5,000 and made in the form of employer contribution to an HRA/VEBA account.

J. OTHER BENEFITS / PROGRAMS

1. Long-Term Disability (LTD)

The City provides long-term disability coverage at no cost to employees. In general, the benefits for a payable claim are 60% of the employee's monthly earnings, not to exceed \$5,000.

2. Short-Term Disability (STD)

The City offers voluntary, short-term disability coverage to employees through Aflac. Premium costs for this coverage are paid by the employee.

ARTICLE 23. HOLIDAYS

All members of the City covered under this Agreement shall be entitled to eleven(11) holidays per year.

New Year's Day
Human Rights Day
President's Day
Memorial Day

Independence Day
Labor Day
Columbus Day
Juneteenth

Veterans Day
Thanksgiving Day
Christmas Day

ARTICLE 24. SHIFT TRADES

The City and Union agree that an employee shall be allowed to exchange a shift with another employee only of the same rank and/or qualifications, when it does not create overtime for the City or interfere with the best interests of the City.

A. REQUESTS

1. A shift trade must be approved in writing by the designated Officer before the trade occurs.
2. The denial of a shift trade by either an Officer or the employee who is requested to trade shall be final and is not subject to appeal for any reason.
3. .

B. DOUBLE SHIFTS

For the safety of the public and personnel employed by the City, no Firefighter shall be permitted to work a continuous shift greater than seventy-two (72) hours, except for emergency call back as authorized by the Fire Chief.

C. RESPONSIBILITY

1. The employee who accepts the shift trade establishes a work obligation and assumes the responsibility for that shift. If the employee cannot work the shift, it will be the employee's responsibility to find a replacement.
2. If it becomes necessary for the City to fill the shift, the person who was scheduled to work pursuant to the approved and agreed upon shift trade shall be responsible for the shift exchange hours. If the City should have to fill a shift exchange due to an employee who agreed to work the exchange being unavailable, that employee will have deducted that number of hours, time-and-a-half if applicable, from their accumulated PTO that the City had to fill the shift.

ARTICLE 25. LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE

1. Employees shall be granted up to two (2) shifts off with pay for a death in the employee's family. For the purposes of this section, family shall be defined as:
 - a. Spouse/domestic partner
 - b. Children, stepchildren, grandchildren, guardian children
 - c. Employee or spouse/domestic partner's:
 - i. Parents or stepparents
 - ii. Siblings or stepsiblings
 - iii. Spouse/domestic partner of sibling
 - iv. Grandparents

- d. With approval from the Fire Chief, any individuals whose close association to the employee is equivalent of a family relationship.
2. Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave.

B. PREGNANCY AND PARENTAL LEAVE

1. Pregnancy Leave and Accommodations

- a. The City will reasonably accommodate pregnant employees, regardless of disability. Such accommodation will include an offer of light-duty assignment upon receipt of a physician's certification verifying the pregnancy.
- b. Pregnancy disability leave will be granted to pregnant employees upon receipt of a physician's certification stating that they are unable to work, even in a light-duty capacity, due to pregnancy. Pregnancy disability leave is unpaid, though an employee may use accrued PTO or CAT leave during such leave. The employee will continue to receive full benefits from the City for the duration of the pregnancy disability leave, as certified by the employee's physician. At the conclusion of pregnancy disability leave, and any additional parental leave as provided below, the employee shall be returned to the previously held position, including all benefits, seniority, and pay. The employee must have a written physician's release prior to returning to work.
- c. The City will provide nursing employees with reasonable break time from work and a private space to express breast milk during the work day.

2. Parental Leave

- a. Regardless of eligibility for FMLA, new parents will be allowed up to twelve weeks of unpaid parental leave for the birth of a child or placement of a child with the employee for adoption or foster care. For employees who are eligible for FMLA, this parental leave will be designated as FMLA leave.
- b. Parental leave is for bonding with the new child for either parent. For a birth parent, this parental bonding leave is in addition to the pregnancy disability leave referenced above.
- c. Parental leave must be taken as one consecutive leave period within one year of the child's birth or placement. It may not be taken on an intermittent or reduced schedule basis, unless approved by the Fire Chief.
- d. Parental leave is unpaid, though an employee may use accrued PTO or CAT leave during such leave. The employee will continue to receive full benefits from the City for the duration of the parental leave. At the conclusion of parental leave, the employee shall be returned to the previously held position, including all benefits, seniority, and pay.

C. LIMITED DUTY

1. Any Firefighter who is temporarily incapacitated and who has a limited duty statement from his medical doctor may be allowed to return to work to perform any activity agreeable with his medical doctor. The limited duty statement must be in writing and must dictate the activities the firefighter is able to perform and signed by the firefighters' medical doctor.
2. If the sick/injured firefighter reports for modified duty work, he/she must first provide a doctor's release statement, with the necessary information, to the Chief accompanied by a written request asking for permission to report for such duty.
3. If the Chief grants the request, the Chief and the Firefighter will mutually agree to a work schedule, which may be up to a 56-hour schedule if limited duty is provided as a result of an on-the-job injury.. The firefighter shall agree to a schedule, a reasonable time in advance so that Management may plan his/her activities. If the limited duty schedule is less than a 56-hour week, the employee may use accrued PTO or CAT leave to make up the difference between their limited-duty schedule and regular schedule.
4. When a mutual work schedule is agreed to by the Firefighter and Chief, the Firefighter must fulfill that obligation to report and perform assigned duties for that period. Failure to do so may result in disciplinary action.

D. ON-THE-JOB INJURY

1. Employees are covered by worker's compensation insurance for on-the-job injuries. All on the-job injuries must be reported to the employee's Officer who will submit an Injury Report Form to Human Resources so that a worker's compensation claim can be filed.
2. Return to full and/or limited duty employment will be authorized on a case-by-case basis in consultation with the Fire Chief and the State Insurance Fund and/or the Idaho Industrial Commission and may require a fitness for duty medical review. An employee who is authorized to perform limited duty work while recovering from an on-the-job injury shall be required to accept the City's offer of any limited duty assignments that are within the employee's physical limitations.
3. State Insurance Fund (SIF) Income Benefits
 - a. To receive income benefits, the time lost from work (disability) must be authorized by an employee's treating physician. Income benefits are payable if an employee is disabled from work more than five (5) calendar days. Benefits are payable from the sixth day after disability unless the employee is hospitalized overnight, or a disability exceeds fourteen (14) days. Under these conditions, benefits are payable from the date of disability. The income benefit received depends on an employee's average weekly wage. Most injured workers will be 67% of their gross wage.
 - b. For an on-the-job injury, the City will supplement the difference between the benefits paid by SIF and the employee's gross pay for up to 10 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first. This supplemental payment will be made after the employee provides the payroll accountant with a photocopy of the check received by SIF. If an employee remains unable to return to duty after 10 months, the employee must use accrued CAT leave, if available, or PTO to make up the difference between the benefits paid by SIF and the employee's gross pay.

4. The City will continue to pay the employer portion of the medical benefits, provided the employee continues to pay the employee portion, and the employee's job will be protected as follows:
 - a. For an on-the-job-injury sustained while outside of an incident (such as in training or at the station), the City y will protect the employee's right to return to their position for up to 10 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first.
 - b. For an on-the-job injury sustained while enroute to or on-scene of an incident, the City will protect an employee's right to return to their position for up to 12 months from the date of injury or until the employee is determined to be permanently partially or totally disabled, whichever is first.

ARTICLE 26. JURY DUTY

Any Firefighter who is directed by proper authority to appear as a witness for the Federal Government, the State of Idaho, or a political subdivision thereof, or to attend court or other hearings in connection with his official duties, or to serve as a member of a jury, is not to be considered absent from duty. The wages of the Firefighter will be continued during such court or jury duty and the payment for such duty, earned only on a normal duty day, will be endorsed over to the City.

ARTICLE 27. PROMOTIONS

The City shall first seek to promote Firefighters from within. All Firefighters covered by the terms of this Agreement will be considered for promotion to vacant positions for which they apply and are qualified. The Union and Fire Chief will review promotional qualifications for each position established and recognized in the Agreement and must agree upon any recommended changes.

A. PROMOTIONAL PROCESS

1. All promotions to positions within the bargaining unit shall be made using a competitive promotional process, which provides notice and opportunity for qualified employees to apply for the position.
2. A candidate will not be eligible for promotion if on probation because of any disciplinary action.
3. Promoted employees shall receive a performance review by the Fire Chief at least twice during their first six (6) months of probation. Following such reviews, if the Fire Chief determines the employee's performance is unsatisfactory, the employee shall be returned to their former position and pay without prejudice nor loss of seniority.

B. TESTING SCHEDULE AND INTERVIEW PROCESS

1. Testing for entry-level Firefighter eligibility shall be at the discretion of the City. The process for hiring an entry-level Firefighter will begin immediately after receiving notice that a vacancy will occur.
2. Testing for Captain and Engineer eligibility shall be at the discretion of the City, but the promotional process will begin immediately when a vacancy occurs. The examination shall be announced sixty (60) days before testing.
3. It is expected that each member of the Department becomes qualified to operate in a swing-up status for the rank above the one currently held. If no promotional test is needed, the Department will offer a task book (with test) or a swing-up test to ensure the staffing needs for service delivery can be met. The swing-up list will remain indefinitely. Members on the list will be required to maintain benchmarks through training and the position readiness task book. The swing-up list is not a promotional list.
4. The testing process for all promotional exams will be determined by the Fire Chief and Union.. The Union President will be consulted when changes to the testing process are necessary due to extenuating circumstances.
5. Promotional lists will normally be maintained for two (2) years. There will be no provision to maintain a score from a previous promotional exam.

ARTICLE 28. WORKING OUT OF CLASSIFICATION

A Firefighter who has successfully passed a qualifying examination for a position above which he normally holds shall be paid the rate assigned to that position for the total hours worked at that classification.

Qualifying examinations will be offered whenever a promotional position is available, or a Firefighter possesses the certifications, training, and experience necessary to carry out the duties of that position.

No Firefighter will be assigned the responsibilities or the duties of a position above which he normally holds without that Firefighter possessing the certifications, training, and/or the experience necessary to carry out the duties of that position.

Temporary assignment will be made upon the recommendation of the Fire Chief.

This article shall not apply when the Firefighter working out of classification is doing so because of having "traded" a day or when working down a Firefighter for training purposes.

ARTICLE 29. DEMOTION NOT RELATED TO PERFORMANCE

For any demotion that is not a punitive action for performance, the demoted person shall have the first right of refusal to promotion to the previously held position for a period of two (2) years following the demotion.

ARTICLE 30. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

The City shall provide to all suppression personnel, uniforms that meet NFPA 1975 minimum requirements for station wear. Under this agreement the City shall provide an annual budget for this purpose which will be managed by the Fire Chief.

The City shall furnish and thereafter maintain respiratory apparatus, gloves, helmets, protective clothing, and other items necessary to preserve and protect the safety and health of firefighters. All protective clothing shall meet the standard, whether existing or promulgated during the term of this agreement, that provides the highest level of protection.

ARTICLE 31. NATIONAL GUARD OR MILITARY RESERVE DUTY

Any firefighter who is a member of the National Guard or any military reserve component of the Armed Forces of the United States (hereinafter the "Reservist") shall upon request be granted leave to attend required military duty. Leave will be requested as far in advance as possible so the Fire Chief can plan accordingly.

Such request will be in writing and will include the approximate beginning and concluding dates of duty, as well as the approximate travel time involved. The City shall pay the regular wages and benefits for any regularly scheduled shifts that coincide with the time the Reservist attends training. The Reservist shall return to work at the start of the next regularly scheduled shift after expiration of the last calendar day necessary to travel home from training or after the Reservist has had reasonable time to rest, not to exceed twelve hours. Any extension of time for rest will be requested by the employee in writing.

If the Reservist is deployed, he/she is deemed to be on a leave of absence and USERRA provides that returning service members are reemployed in the job that they would have attained, had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. The City shall make the employee whole regarding wages and pay the Reservist the difference between military pay and what the Reservist would have received from their normal salary. For service of less than thirty-one (31) days, health care coverage is provided as if the Reservist member had remained employed. Reservists performing military duty of more than thirty (30) days may elect to continue employer-sponsored health care for up to twenty-four (24) months; however, they may be required to pay up to one hundred two percent (102%) of the full premium. All pension plans shall be protected.

ARTICLE 32. ORGANIZED MEALS

Payments by Firefighters to an organized mess that are required of a Firefighter by his immediate superiors at the fire station, irrespective of whether the Firefighter leaves his assigned duty station during the normal twenty-four (24) hour shift and participates in the mess, are expenses directly and proximately related to the active conduct of the Firefighters trade

or business and are deductible. The City does not participate financially in a Firefighters organized mess program.

ARTICLE 33. DRUG FREE WORK ENVIRONMENT

The City is an alcohol and drug free work environment. The misuse of alcohol and/or unlawful use of controlled substances or abuse of prescription drugs may result in workplace accidents, absenteeism, substandard work performance and loss of productivity. The City and Union are also concerned with the adverse effect on the well-being of employees, their families, coworkers, and the public. All employees shall be informed of this policy within Rules and Regulations. The City shall utilize random drug testing which shall be unannounced and scheduled throughout the calendar year as provided in the City's employee work policy.

ARTICLE 34. GRIEVANCE PROCEDURES

Disputes or differences arising between the City and the Union and/or individual members of the Union as to the meaning or application of any provision of this agreement shall be settled in the manner provided herein. For this provision, such a dispute or difference shall be referred to as a "Grievance".

A. GRIEVANCE PROCEDURES

1. Step One – Grievances must be filed with the Union within forty-five (45) calendar days after the event giving rise to the grievance; or having been made aware of the grievance. The Union Grievance Committee, hereinafter referred to as Union, shall within fourteen (14) business days determine if the grievance has merit. If, in their opinion, the grievance does not have merit, no further action shall be necessary. If the employee wishes, he/she may then submit the grievance in writing to the Union body in which case the Union body may override the decision of the grievance Committee regarding the merits of the grievance.
2. Step Two – If it is the opinion of the Union that a valid grievance exists, the Union shall present the grievance in writing to the Fire Chief within the fourteen (14) business day timeframe. All parties to such discussions will make a good faith effort to resolve the grievance. The Fire Chief shall give his reply in writing within fourteen (14) business days.
3. Step Three – If the grievance has not been resolved in Step One or Step Two, the Union shall present the grievance in writing to the Mayor or designee within fourteen (14) business days after receiving the Fire Chief's written notice. All parties to such discussions will make a good faith effort to resolve the grievance. The Mayor or designee, thereafter, shall give a reply in writing within twenty (20) business days.

B. APPEAL PROCEDURES

1. The grievance committee may appeal the Mayor or designee's decision in writing to an arbitration board. Said appeal shall be filed in writing with the Clerk within five (5)

business days from the date the Mayor or designee's written decision is submitted to the Union. The arbitration board shall be appointed as follows:

- a. At the time of filing its notice of appeal, the grievance committee shall notify the City in writing of the appointment of its arbitrator who shall not be a member of the Union.
- b. The City shall, by written notice within five (5) business days after receipt of such written notice from the grievance committee, notify the grievance committee of the appointment of its arbitrator who shall not be an elected official or an employee of the City.
- c. The two arbitrators so appointed shall, by written notice within five (5) business days of the appointment of the second arbitrator, notify the grievance committee and the City of their appointment of the third arbitrator who shall serve as chairperson of the arbitration board. Notice of such appointment shall be signed by both arbitrators.
- d. If a third arbitrator cannot be agreed upon, appointment of arbitrators shall be made by requesting a list of 7 regional arbitrators (within 200 miles) from Federal Mediation and Conciliation Services (FMCS). The two appointed arbitrators shall attempt to agree on the third impartial arbitrator. If an agreement cannot be made, the names of the neutral arbitrators will be struck from the list with the City's representative striking first.

C. ARBITRATION HEARING

1. Upon the appointment of three (3) arbitrators as herein above provided, said arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing shall be held within ten (10) business days from the date of the selection of the third arbitrator. At the hearing, the laws of evidence of the State of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7 Chapter 9 of Idaho Code and the terms and conditions of this Agreement.
2. The award of the majority of the arbitrators shall be rendered in writing and written notice, signed by the majority, shall be mailed to both the Union and the City within five (5) business days following the completion of the hearing. The award shall be binding upon the parties hereto and an order so stating may be entered upon the records of any court having competent jurisdiction, provided, however, that each party hereto shall retain the right to appeal as provided in the provisions of Title 7 Chapter 9 of the Idaho Code.
3. Costs of arbitration shall be borne equally by the City and the Union; that is, each shall be responsible to pay for the expenses of the arbitrator selected by it, one-half (½) of the expenses of the third arbitrator, and one-half (½) of the expenses of each arbitration proceeding.

ARTICLE 35. IMPASSE

In the event of an impasse during negotiations, all parties to this Agreement do hereby agree to the appointment of a fact-finding commission as provided in Idaho Code 44-1806 and that

said commission may rule only on articles of the contract which are being arbitrated. In addition, all parties agree to accept the findings handed down by said fact finding commission as final and binding to all parties to this Agreement.

ARTICLE 36. POLITICAL ACTIVITY

All Firefighters have the freedom of choice and expression in politics and no inquiry will be made regarding political affiliations. Firefighters are encouraged to exercise their right to vote and, as citizens, have definite rights including:

1. Freedom to belong to a political organization.
2. Right to make voluntary contributions to political parties or individuals.
3. Right to attend political gatherings.

In each of the above rights, it must be understood that such participation by a Firefighter is strictly a personal participation, and no one is entitled to store political materials in City facilities or connect the City with any political activity or function.

No political picture, sticker, badge, or button may be displayed on City equipment or buildings. The display of political preference badges on one's person during work hours is prohibited.

Firefighters shall not use their employment with the City to further the cause of any political party or candidate for nomination or election to political office.

Firefighters shall not engage in any political activities during their hours of work.

ARTICLE 37. TRAINING

The City recognizes its employees' commitment and encourages all employees to attend training. All employees shall be provided appropriate training opportunities to promote career development through Fire, Rescue, and EMS training offered locally, regionally, or nationally. Employees attending training that is required by the Fire Chief will do so on paid time.

APPENDIX A. GRIEVANCE FORM

LOCAL 2319 FIREFIGHTERS
GRIEVANCE FORM

EMPLOYEE NAME: _____

GRIEVANCE PRESENTED TO: _____

STATEMENT OF GRIEVANCE (state facts, witnesses, etc.)

☐ See attachment for further information.

VIOLATION (policy, article, working condition, etc.)

☐ See attachment for further information.

REMEDY OR CORRECTIVE ACTION REQUESTED

☐ See attachment for further information.

Employee Signature	Date
--------------------	------

Union Representative Signature	Date
--------------------------------	------

Party Receiving Grievance Signature	Date
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APPENDIX B. SALARIES

The City and the Union agree that the attached Pay Scale for the Firefighters covered under this Agreement shall be the pay scale adopted, effective October 1, 2024.

The City will provide Cost of Living Adjustments (COLAs) in accordance with approval of the annual budget adoption process by the legislative body, effective January 1, 2026, and January 1, 2027.

For City of Sandpoint:



Date 9/4/24

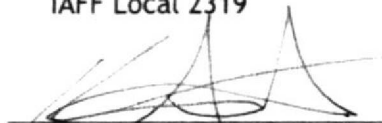
Jeremy Grimm
Mayor

For Local 2319:



Date 8/29/24

Lucas Bloxsom
Vice President
IAFF Local 2319



Date 8-29-24

Kevin Amorebieta
Lead Negotiator
IAFF Local 2319

**City of Sandpoint
Salary Schedule - Fire**

Rank/Title	Grade	STEP =									
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
Captain	3	\$26.55	\$27.08	\$27.62	\$28.17	\$28.74	\$29.31	\$29.90	\$30.50	\$31.11	\$31.73
Engineer	2	\$23.70	\$24.18	\$24.66	\$25.16	\$25.66	\$26.17	\$26.70	\$27.23	\$27.77	\$28.33
Firefighter/Probationary *	1	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.31	\$24.80	\$25.29

***Probationary Firefighter starts at Grade 1 Step 1. On completion of 1 year and probationary task manual a Probationary Firefighter will be promoted to a Firefighter Grade 1 Step 2**

12% Increase - Grade/Promotional

2% Increase - Steps

20% Full range width