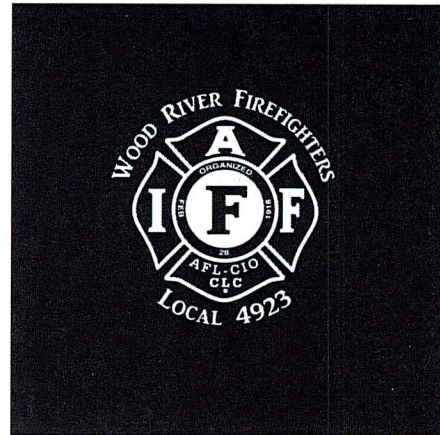


COLLECTIVE BARGAINING AGREEMENT
2023-2025



IAFF Local 4923 Wood River Fire Fighters
And
Wood River Fire and Rescue

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Article 1 – Purpose and Warranty of Authority

Section A – Introduction

The purposes of this agreement are to define the working relationship between the District and the Union, to establish a formal understanding relative to all terms and conditions of employment, and to provide for equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will serve the best interests of the citizens of the Wood River Fire Protection District.

Section B – Authority

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

Section C – Collective Bargaining Agreement

The parties recognize that many topics will continue to be addressed through the existing and/or subsequent District guidance, including but not limited to the District's standard operating guidelines, policy and procedure manual(s), and related materials as more fully described in Article 10 hereto. It is agreed that where there are clear differences in the wording and text of this Collective Bargaining Agreement and any aforementioned District guidance, this Collective Bargaining Agreement shall supersede. The parties at the same time of contracting

Article 2 – General, Recognition, Construction, Saving Clause

Section A - General

This Agreement entered into this ___ day of _____ 2022, by and between the Wood River Fire Protection District, hereinafter referred to as the “District,” and Wood River Firefighters Local Union #4923, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the “Union.”

Section B – Recognition

The District recognizes, after a fully conducted election held on February 26, 2014, the above-named Firefighters Local Union 4923 as being designated and selected by a majority of the full-time professional firefighters of the Wood River Fire District for the purpose of negotiating wages, rates of pay, working conditions and all other terms and conditions of employment.

Section C – Construction

This Agreement has been negotiated and executed in compliance with the provisions of Chapter 18, Title 44, Idaho Code. 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, and inure to the benefit of the Union and its officers and constituents thereof.

Section D – Saving Clause

If any provision of this Agreement or the application of such provision should be rendered invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain

in question in the specific setting in which the question arises. No application or interpretation of these definitions shall be construed as causing the District to violate the anti-discrimination provisions of this agreement, specifically including discrimination based on membership or non-membership in the Union.

Article 3 – Term of Agreement

This Agreement shall be effective on September 30, 2022 and shall remain in full force and effect through September 30, 2025, pursuant to Idaho Code section 44-1804, provided that the Union or the District may each select one (1) article, other than Article 27 Wages, per contract year to reopen for negotiations. The parties can, by mutual written consent, agree to open any article or topic of negotiations at any time.

Article 4 – No Strike

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

Article 5 – Subsequent Contracts

Section A – Opening Negotiations

Between ninety (90) and one-hundred eighty (180) days before expiration of this Agreement, the Union President shall advise the District in writing of any intent to negotiate a new Collective Bargaining Agreement and supply a roster of the bargaining unit's negotiating team. The District shall acknowledge receipt of the

Section C – Memorandum of Understanding (MOU)

In the life of this contract, if the District and Union come to agreement and formalize a MOU with District Commissioner approval, it is the intent of the parties that the language of the MOU will be added, where appropriate, to the contract language in the next contract cycle. The exception would be if the MOU was date sensitive where the MOU would not be relevant past a certain date.

Article 6 – Events Triggering Renewed Negotiations

The parties acknowledge that there exist budgetary and operational factors substantially outside the District's control. Specifically, if there are structural changes to the Union or to the District, including but not limited to consolidation, merger, territory annexation or disposal; or if the existing Emergency Medical Services Agreement between the District and Blaine County Ambulance District is modified or not renewed; the parties agree to meet as soon as is reasonably practicable and renegotiate affected portions of this Agreement. The parties can, by mutual written consent, agree to open any article or topic of negotiations at any time.

Section D – Compensation

The parties will exercise reasonable best efforts to schedule negotiating sessions on days when negotiating team members are not on duty. For sessions that the parties mutually determine are necessary and only after exhausting the aforementioned options any on-duty members of the negotiating teams (both for the District and for the Union) agreed to herein shall be allowed to participate in mutually scheduled negotiating sessions without loss of pay or benefits due to such participation. Off-duty personnel will receive no compensation for negotiating sessions.

Section E – Bargaining Team Membership

The Labor & Management Committee (Union Members representatives) shall be charged with collective bargaining unless the District receives notification of a change prior to the start of contract negotiations. The negotiating team members shall, to the extent reasonably practical, remain constant on each side throughout the negotiating process and all negotiating team members shall participate in all sessions, provided that where it will advance the mutual best interests of the parties (a) the parties may agree to schedule a session in the unavoidable absence of a specified team member(s); and (b) a party may permanently remove and/or replace a team member(s) during the negotiating process.

Section F – Privacy and Confidentiality

All negotiating sessions shall be held in open session in accordance with Idaho Code 74-206A. Discussion of deliberations properly occurring outside open sessions about negotiation issues with members of the respective bargaining units shall include such notice of a requirement of confidentiality of such discussions as the affected bargaining team deems appropriate.

nothing shall be considered conclusively agreed upon until agreement has been reached on all matters and issue between the parties and the contract has been duly executed as provided in Section K. The parties agree that neither individual tentatively agreed to articles nor any combination of tentatively agreed to articles shall be considered a “contract” under Idaho Code §§ 44-1804 and 1807, and that any “contract” under the aforementioned statutes or other applicable law shall solely refer to the parties’ agreement on all matters and issues between the parties as has been duly executed as provided in Section K.

Section K – Authority

Each party’s negotiating team has authority to reach a tentative agreement, but for any agreement to be executed and binding, it must be formally approved in compliance with the Idaho Open Meeting Law and other applicable Idaho law by the District Board of Fire Protection Commissioners and ratified by the membership of the Union.

Section L – Bargaining Process

In the course of the bargaining process, negotiators for each party shall attempt to resolve non-economic issues as defined by both parties before considering economic issues.

Section M – Deadline for New Issues

The parties mutually agree that each party will make new contract demands and offer proposals on new bargaining subjects or issues for consideration in contract negotiations before or during the fourth negotiating session except by mutual agreement and unless limited by the contract. In the absence of any mutual

the parties from continuing negotiations before, during, and after any fact-finding hearing or any other aspect of the fact-finding process.

Section P – Exception by Mutual Agreement

The contents of this agreement shall serve to guide contract negotiations between the signatory parties unless mutual consent is given to deviate from its terms.

Article 8 – Discrimination

Both the District and the Union accept the responsibility to ensure that no discrimination takes place in all aspects of employment regarding race, religion, creed, national origin, age, color, political orientation, gender, sexual orientation, and membership or non-membership in the Union.

- To hire, examine, classify, promote, train, transfer, assign, reassign, schedule, and retain Employees in positions within the District;
- To determine shift and station assignments;
- To manage, direct, supervise, and evaluate the Employees of the District;
- To establish and enforce reasonable work rules and rules of conduct, provided such rules are made known in a reasonable manner to Employees affected by them and to suspend, demote, discharge, or take other disciplinary action against non-probationary Employees for “just cause”;
- To ensure that incidental duties connected with District operations, whether enumerated in job descriptions or not, shall be performed by Employees;
- To alter the composition and size of the workforce because of lack of funds or other lawful reasons;
- To take actions as may be necessary to carry out the mission of the District in emergencies;

Any dispute with respect to Management Rights shall not in any way be subject to arbitration, but any grievance with respect to the reasonableness of the application of said Management Rights may be subject to the grievance procedures contained herein.

The above rights by the District are not all-inclusive but indicate the type of matters or rights which belong to or are inherent to the District. The District shall retain the exclusive right to exercise the statutory authority of Chapter 14, Title 31, Idaho Code. It is further agreed that any of the aforementioned management rights do not in any way waive the rights of Employees and the Union per the Collective Bargaining Statute in Idaho law contained in Title 44, Chapter 18, Idaho Code.

Article 11 – Union Business

Section A – Negotiating Team

The parties will exercise reasonable best efforts to schedule negotiating sessions on days when negotiating team members are not on duty.-For sessions that the parties mutually determine are necessary and only after exhausting the aforementioned options any on-duty members of the negotiating teams (both for the District and for the Union) shall be allowed to participate in mutually scheduled negotiating sessions without loss of pay or benefits due to such participation. Off-duty personnel will receive no compensation for negotiating sessions.

Section B – Union Functions

Local 4923 may request to conduct functions involving firefighters at an appropriate station house, consent for which shall not be unreasonably withheld, provided that such functions shall occur outside of standard business hours, shall not interfere with duly scheduled District training or other activities, and shall conform with all procedures and District facility requirements. Local 4923 special functions shall not be conducted in District facilities except upon suitable request to the Fire Chief or his designee not less than 48 hours in advance of the applicable function(s). Personnel elected or duly appointed to Union office shall be granted reasonable time in which to perform Union functions, including attendance at state, regional or national conventions, conferences, seminars, pension meetings and in-district Union meetings. The District shall allow, with reasonable advanced notice to the District, up to two (2) Union representatives to utilize time off at Employee discretion, for out-of-district union business.

Article 13 – Staffing Policy

Section A – Staffing Requirements

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

The minimum total staffing level shall be based on the needs of the District, contractual agreements with other private or public entities, and in consideration of budgetary limitations or curtailments.

For scheduling purposes, the minimum staffing level shall include three (3) firefighters on duty at all times, at least one of which must be a regular full-time Employee. Through a combination of these three (3) positions, the following minimum qualifications shall be ensured:

- Lieutenant/Firefighter signed off to Act as Shift Officer
- Engineer
- Idaho Paramedic
- EMT

(Shift officer qualification is based upon willingness of the employee to operate in such capacity, a recommendation from that employee's Shift Officer and a recommendation from the Fire Chief or Fire Chief's designee)

Vacancies due to vacation, comp time, sick, training/education or any other type of leave shall be filled as determined by the Fire Chief, or the Fire Chief's designee.

Additionally, the District agrees to conduct a hiring process when it is determined by the District that qualified applicants meeting the needs of the District are readily available. A list of candidates who have successfully completed the process shall be maintained for one year for the purpose of filling vacancies by District.

Section C – Hiring of New Chief Officers

When it is determined that the position of a Chief Officer needs to be filled, the Fire District Commissioners will reserve the sole right to make all decisions and recommendations to recruit, test, and select for the position. Recruitment shall be conducted first among current Fire District Employees to extend promotional opportunities to them, whenever feasible, and if qualified candidates exist.

One (1) representative from the Union will be offered the opportunity to participate in the process of hiring new chief officers. Such Union representative will be offered the ability to participate in the interviews, any post-interview discussions and will have the right to express their opinions about the applicant(s). The Union representative recognizes and will adhere to all conditions binding upon the Commissioners during any hiring process, specifically including any duty of confidentiality.

The Union agrees to indemnify the District against any and all claims or liabilities attributable to or arising out of the Union representative's participation in any hiring process. The Union recognizes that the Fire District Commissioners are solely vested with the authority to make all hiring decisions.

Captain:

1. Minimum of five (5) years in Regular Full-time employment.
2. Completion of Lieutenant Task-Book.
3. Completion of Captain Task-Book.
4. Completion of assessment/examination process.
5. Paramedic licensure will be given additional consideration.

Section B – Preparatory and Structure

A description of the Assessment Process, along with any and all necessary materials shall be provided 20 (twenty) working days prior to assessment.

Section C – Assessment/Examination process

The assessment/examination process shall be given by a three (3) member panel consisting of:

- One (1) full time firefighter at or above the rank of the position to be filled;
- One (1) management representative, either the Fire Chief or Assistant Fire Chief;
- One (1) firefighter who is not a full-time district Employee.
OR One (1) person mutually agreed upon.

Assessment and examination may include any or all of the following: written test, assessment center, oral interview or additional applicable assessments pertaining to the position evaluation. The assessment and examination process shall be prepared by the panel and shall be in keeping with the knowledge and requirements for the rank considered. If there are more applicants than promotional vacancies available, a point system shall be developed by the panel for scoring. The assessment and examination process and point system shall be presented and subject to approval by the Fire Chief prior to conducting any assessment/examination-

Section I – Probationary Period

A member shall serve a probationary period of one hundred eighty (180) days following hiring or any promotion. If, during that period, the member fails to perform satisfactorily the duties of the new position, they will be permitted to return to their original position without loss of seniority.

Section J – Task-Books

The Task-Books, for use in determining eligibility for promotion of Lieutenant and Captain, will be developed by committee and signed off by the Fire Chief or Designee, and the Labor Management Committee

Article 16 – Residency

Residency within the limits of the Wood River Fire District shall not be a condition of employment or continued employment. However, if non-residency creates circumstances affecting the operating efficiency or response capabilities of the District, residency shall become a subject of renegotiation between the Union and the District. Residency within 75 driving miles of a Wood River Fire Protection District fire station, shall be a condition of employment or continued employment with the District.

Article 17 – Secondary Employment

Members shall be allowed to maintain employment in addition to the Fire District provided the additional employment or position does not present a conflict of interest or interfere with the member's job performance with the District.

Section B – Method of Payment

Any member on leave as described in Section A shall have the choice of:

- (1) receive his/her regular paycheck and sign over all “Worker’s Compensation” to the fire district clerk, or
- (2) keep his/her “Worker’s Compensation” check and receive a paycheck equal to his/her regular salary less the “Worker’s Compensation” amount.

Section C – Off Duty Injury Leave

If a firefighter is rendered physically unable to perform his/her job duties as a result of something other than an on the job injury, the firefighter may use accrued sick leave, vacation, and/or compensatory time to be relieved from scheduled shifts.

Article 20 – Discipline and Discharge

The District and Union agree that employment with the District is “for cause” subject to progressive discipline provisions set forth below. Disciplinary matters shall be subject to the grievance procedure, including binding arbitration. Employees who believe that a basis exists for disciplinary action shall submit a report in writing in accordance with District policy.

Section A – Progressive Discipline

Discipline shall be accomplished in a constructive, progressive manner so as to rehabilitate and correct the Employee if at all possible.

Section B – Disciplinary Actions

The types of disciplinary actions taken may include, but are not necessarily limited to:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension without Pay
- 4) Salary Reduction
- 5) Demotion
- 6) Dismissal or Termination

The type of disciplinary action taken shall be consistent with the severity of conduct and if it is a repeat offense.

Article 21 – Joint Labor Management Committee

A standing committee shall be formed to jointly discuss and make recommendations on issues related to this agreement.

The committee shall be comprised of a union member serving as chair, one (1) additional union member and the Fire Chief or the Fire Chief's designee.

Additional ad hoc members may be included as needed to be jointly determined by standing committee members.

Meetings shall be scheduled at mutually agreed upon times with the intent being to meet at least quarterly. Meetings shall be scheduled when committee members are on duty when feasible, with agenda items to be jointly determined by standing committee members. The committee will not create or publish formal minutes, meeting notes or any report(s), but may, upon unanimous agreement of committee members, submit a written report to the Fire Chief on any suitable topic. Notice of any meeting shall be distributed to all committee members, including ad hoc members. To the extent that any meeting is conducted outside of the scheduled duty of a committee member or ad hoc member, attendance at said meeting(s) is encouraged but not required.

The committee's authority shall be limited solely to providing non-binding feedback to the District, through the Fire Chief. The District retains complete discretion to consider, implement, and/or disregard, in whole or in part, any feedback from the committee.

The committee or its recommendations shall not replace the Union's right to collectively bargain with respect to wages, rates of pay, working conditions and all other terms and conditions of employment.

Section C – Fire Chief Notification

If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief, in writing, within ten (10) calendar days. If the Union and the Fire Chief fail to reach an agreement which fully resolves the grievance within thirty (30) calendar days, they shall notify the District in writing. The Chief may call upon his staff officers at any time in the course of his efforts to reach an agreement.

Section D – District Grievance

If the District has a grievance with the Union, the District shall notify, in writing, the Union Grievance Committee within ten (10) calendar days. If the parties fail to reach an agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions of Section F.

Section E - Arbitration

In the event the grievance is not resolved within thirty (30) calendar days after being referred to the applicable party, the District and the Union may mutually determine the manner in which the grievance and/or circumstances giving rise to the grievance will be resolved, which may include but is not necessarily limited to allowing the issue to be resolved through litigation. In the absence of any such agreement, the issue may be submitted to arbitration in accordance with the following procedures:

1. The party demanding arbitration shall file their demand and copy the opposing party within sixty (60) calendar days from the date the grievance was referred to the District. The failure to file the demand for arbitration within the sixty (60) calendar-day period shall be deemed a waiver of the right of such party to demand arbitration of the issues in dispute.

Article 23 – Uniform

The District shall provide, at no expense to the Union or the Employee, any and all uniforms, protective equipment or other equipment or clothing required by the District. It is further agreed that all replacement of said uniforms and protective equipment shall be made on an as-needed basis.

Each fiscal year all members will be credited with \$300 to be used for:

- Duty pants
- Station boots
- Belts
- Collared shirts
- Anything else related to duty service
- Wildland boots shall be provided on an as needed basis (model approved by the Fire Chief). If a member desires a different style with the Fire Chief approval may elect to use their uniform credit allowance to offset cost (if any) of different style boot.

Credited uniform funds do not roll over year to year.

All PPE and items such as T-Shirts, Sweatshirts & ballcaps shall be provided or replaced on an as needed basis.

The department will establish vendors where uniform ensemble pieces can/will be ordered.

All issued department uniforms and PPE shall only be utilized for department related business.

*No department PPE shall be altered and must conform to department standards. Department apparel should conform to department standards.

Any change in apparel shall be approved by the Fire Chief.

portal to portal through contract by IDL, the USFS, or BLM. This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

Any Union employee assigned to backfill for another employee out on a wildland assignment will be paid at a rate of 1.5 times their regular hourly wage. Union employees shall have first right of refusal for all shift backfilling for wildland deployments.

Section B – Sick Leave

Sick leave shall accrue at the rate of twelve (12) hours per month.

Sick leave shall be used only in cases of actual illness or disability or other medical and health reasons necessitating the Employee's absence from work, or in situations where the Employee's personal attendance is required or desirable because of illness, disability or death in the immediate family. Immediate family is defined but not limited to a domestic partner, child, parent, parent-in-law, brother or sister.

An Employee shall be allowed up to two (2) hours of time per appointment without charge to sick leave for medical, optical or dental examination and treatment. It is the Employee's responsibility to notify the Fire Chief or designee of any such appointments not less than seventy-two (72) hours in advance of the appointment or as soon as the appointment is made, whichever is closer to the time of the appointment. If an Employee fails to provide the aforementioned 72-hour notice, the Fire Chief or designee may charge the Employee's sick leave for actual time missed due to the appointment.

For reoccurring appointments, including mental health appointments, reasonable attempts shall be made by the Employee to schedule those appointments outside of work hours.

In cases where absences for sick leave exceed three (3) consecutive 24-hr shifts, the Fire Chief or designee may require verification of the illness/injury to the member. Verification may be done by the member's physician/practitioner if Employee chooses, otherwise verification will be done by authorized physician/practitioner selected by the District at the District's expense. Employee time for any physician visits required by Fire Chief or designee shall be compensated at Employee's current hourly rate. If

Designee shall have the ability to allow more than one (1) slot if minimum staffing requirements are met and provided the requests are made prior to the 10th of the previous month. The Fire Chief of Designee shall consider in good faith, requests received after the 10th of the previous month on a case-by-case basis. The parties agree to consider modification or refinement of leave scheduling through the Joint Labor Management Committee.

Section D – Military Leave

Employees who are members of the National Guard or who are reservists in the armed forces of the United States who are directed by proper military authority to participate in orders and authorized field training under the National Defense Act, shall receive military leave without pay for a maximum period of fifteen (15) calendar days in any one (1) calendar year period. Such leave does not affect normal vacation leave in any way.

Employees serving in a full-time position who receives bona fide orders to perform active military duty and who is relieved or discharged from duty under conditions other than “dishonorable,” shall be, upon application, re-employed without loss of seniority, status or pay. The re-employment application shall be made within ninety (90) days after separation from military. The District retains discretion to administer any such re-employment, which may include but is not necessarily limited to the possibility of a force reduction involving other Employees including a bargaining unit member(s).

Section H – Election Leave

When requested by the Employee, the Fire Chief may grant an appropriate amount of time without charge against leave time for voting in primary, general, municipal, school or special elections in those instances where the Employee's assigned duties would interfere with the ability to vote.

Section I – Religious Leave

Special religious observations that require leave may be arranged by the Employee. Reasonable effort will be made to accommodate the Employee's needs for such observations.

Section J – Holidays

Holidays do not result in additional time off but are included in the above-described rate of vacation accrual.

- Hours performing Education during an already scheduled 24 hour shift will be compensated as normal for an Employee's regular 24 hour shift work, and Employee will return to complete their shift after Education is complete.
- When Education is performed outside of already scheduled 24 hour shift(s), each hour of Education will be considered the equivalent of 1.5 hours of regularly scheduled 24 hour shift work. Each 16 hours of Education while not on shift will result in reduction of one 24 hour shift from Employee's schedule. Each substitution of 16 hours of Education for one 24 hour shift will result in a reduction of overtime threshold hours by 8 hours for the work period, for both Non-Kelly and Kelly work periods.
 - o Selection of 24 hour shift(s) to be reduced will be agreed upon between Fire Chief or designee and Employee, with the goal of maintaining both adequate staffing for department and adequate work / rest balance for Employee.
- In acknowledgement of the fact that most Education will result in a portion of hours (whether the whole Education time or final portion) that is not exactly 16 hours, smaller portions of Education will be compensated as follows:
 - o Portions of Education time 8 hours or less will be treated as normal overtime.
 - o Portions of Education time that are greater than 8 hours and less than 16 hours may either:
 - Be made up with combination of station work and use of comp/vacation time to bring Education hour portion to 16 hours and therefore result in reduction of a 24 hr shift.
 - Be treated as normal overtime.

Section N – District Related Travel Expenses (Per Diem)

The District shall utilize current “Per Diem Rates” published through GSA. Members shall be given a check in advance when possible for meals* and incidental expenses.

*First & last day of travel meal amounts adjusted.

Section O – Leave Time Donation

Purpose

Transfer of accrued time, under specified and approved circumstances, to an Employee who has, or family has, suffered an injury or illness rendering the Employee unable to work at capacity for the Wood River Fire Protection District.

Process

Employees may donate accrued time to another Employee(s) of the Wood River Fire Protection District who requires leave of work due to illness, or injury for themselves or family members in accordance with FMLA and approved by the Fire Chief or his designee.

1. Donations may be made in hourly increments on a 1:1 basis. Pay levels shall not affect the transaction.
2. A donor must retain a minimum of 144 hours in their sick leave bank.
3. An Employee who returns to work either on limited duty or on a part time basis may continue to use donated time up to the maximum allotment.
4. Participation is voluntary, and the Fire Chief may register donated time on a confidential basis.

Section C – Extended Health Benefits -- COBRA

The District will offer continuing medical care coverage on a self-pay basis to Employees and/or their dependents following termination, retirement, death, divorce, separation or when a child ceases to be a dependent child under the provisions of the health plan up to eighteen (18) months. The continued health care coverage will be the same as the current level provided to the Employee and/or other Employees purchasing that level of coverage and shall be paid to the District monthly in advance by the covered Employee or otherwise in accordance with applicable law.

Section D – Disability and Life Insurance

The District shall make available to firefighters Short-Term Disability and Long-Term Disability coverage, as well as life insurance through National Conference on Public Employee Retirement System. These programs shall be paid for by the Employee as a payroll deduction, although the District will exercise reasonable best efforts to characterize and administer these as pre-tax contributions.

Section E – Retirement Benefits

The District shall contribute for all full-time Employees into the Public Employees Retirement System of Idaho (PERSI). Member benefits and contribution rates will be determined and managed by PERSI.

3) It is recognized and understood that for scheduling purposes each Employee will select a "Kelly Day" (unpaid day off) every Circuit (fifty-four [54] day period made up of three [3] work periods) that bundles those FLSA Hours.

a. Employee will have the right to choose which day they select as their Kelly day within the Circuit, however only one Kelly day per shift per day may be selected by Employees.

4) Every Circuit will be divided into one (1) "Kelly work period" and two (2) "Non-Kelly work periods" for each Employee.

a. Kelly work period is defined as eighteen (18) day period where Employee works five (5) 24 hour shifts and selects the sixth as their Kelly Day.

b. Non-Kelly work period is defined as eighteen (18) day period where Employee works six (6) 24 hour shifts and does not select a Kelly Day.

5) During any Kelly work period, hours exceeding 120 shall either be paid at 1.5 times the regular hourly rate of pay OR recognized as compensatory time at 1.5 hours per 1 hour worked as directed by Employee.

6) During any Non-Kelly work period, hours exceeding 144 shall either be paid at 1.5 times the regular hourly rate of pay OR recognized as compensatory time at 1.5 hours per 1 hour worked as directed by Employee.

7) Sick leave hours are not considered actual hours worked to reach the hours per 18 day work period overtime thresholds as noted in part 5 & part 6 above.

8) Vacation leave hours are not considered actual hours worked to reach the hours per 18 day work period overtime thresholds as noted in part 5 & part 6 above.

9) Compensatory leave hours are considered actual hours worked to reach the hours per 18 day work period overtime thresholds as noted in part 5 & part 6 above.

10) Hours worked performing the following duties shall either be paid at 1.5 times the regular hourly rate of pay OR recognized as compensatory time at 1.5 hours per 1 hour worked, as directed by Employee, without regard to number of actual hours worked in the eighteen (18) day pay period:

presence, and be reasonably available to answer questions shift officers, or other employees may have.

PLAN:

- a. The regular, full-time Captain who is on duty shall receive an additional 10% pay or 2.5 hours of straight time for their shift for this temporary step-up assignment.
- b. If no regular, full-time Captain is on duty, and an off-duty regular, full-time Captain make themselves available for the 24-hour period step-up assignment, they shall receive a \$200 stipend for this temporary assignment, and hourly pay, should they need to respond (Discretion in response is encouraged, with crew safety paramount).
- c. If no regular, full-time Captain is on duty and no regular, full-time off-duty Captain can make themselves available, a Lieutenant may serve in this capacity and shall receive 10% pay or 2.5 hours of straight time for this temporary step-up assignment separate from any other officer step-up pay.
- d. Item B shall apply, also, for Lieutenants.

Section E – Compensatory Time

Employees may, in lieu of cash payment for overtime, be allowed compensatory time off at the rate of one and one-half (1.5) times the hourly wage for each hour of overtime worked over the hours stated in Section B. Employees shall not be allowed to accumulate more than four hundred eighty (480) hours of compensatory time and may cash out accumulated hours according to current District procedure.

Appendix B – MOU Temporary Full Time

MEMORANDUM OF UNDERSTANDING
REGARDING TEMPORARY FULL TIME EMPLOYMENT

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2022, by and between **IAFF Local 4923, Wood River Firefighters**, a recognized bargaining agent for the regular full-time employees of the District, and **Wood River Fire Protection District**, a political subdivision of the State of Idaho.

RECITALS

WHEREAS, The District and Local agree that hiring Temporary Full Time Employees (TFT) is needed to keep staffing levels in the District robust and provide for a more timely response to Fire and EMS calls for service.

WHEREAS, Additional staffing provided through hiring TFT personnel provides for a safer work environment for members who regularly work scheduled shift work.

WHEREAS, The current Employee Manual does not provide language regarding Temporary Employment.

WHEREAS, This employment classification type best reflects and best adapts the ever changing Blaine County labor market.

WHEREAS, The District and Local agree that the TFT position be added to the Collective Bargaining Agreement to better address benefits, time worked, shift structure, grievance, and contractual agreements for the TFT position.

