

McCall Fire Protection District

&

McCall Professional Firefighters

Local 4564



CONTRACT

January 1, 2023 to December 31, 2023

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ARTICLE 1– SECTION 1 –**GENERAL**

The McCall Fire Protection District, hereinafter referred to as the “MFPD” and Local 4564 of the International Association of Firefighters (IAFF), hereinafter referred to as the “Union”, in order to increase the general efficiency in MFPD, to maintain the existing harmonious relationship between MFPD and its employees, and to promote the morale, rights and well-being of the career members of MFPD, hereby agree as follows:

ARTICLE 1 – SECTION 2- **TERM OF AGREEMENT**

This agreement shall be effective January 1, 2023 and shall remain in full force and effect until December 31, 2023 provided however, that this agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto. If a new contract is not signed by the expiration date, this contract shall remain in effect until a new contract is signed.

ARTICLE 2 – SECTION 1 – **RECOGNITION**

MFPD hereby recognizes the Union as the sole and exclusive representative of all the fulltime members of MFPD, except supervisors as defined in Article 44-1801 of the Idaho code for the purpose of bargaining with respect to wages, hours of work, and working conditions.

ARTICLE 2 – SECTION 2 – **AGENCY SHOP**

Employees are not required to join the Union as a condition of employment, although they are strongly encouraged to do so, as each member benefits from the Union’s bargaining efforts.

ARTICLE 2 – SECTION 3 – **PAYROLL DEDUCTION (UNION DUES)**

As a service to the employees, MFPD will, upon individual written request, deduct monthly Union dues or service charges from the employee’s salary and said dues will be remitted to the Secretary/Treasurer of the Union on a monthly basis in the form of a single check. It is understood that it will not be the responsibility of MFPD to remit Union dues, nor any portion thereof, to the Union’s International or State Offices. It is further understood that the deduction of Union dues is not mandatory for the employee and is not a condition of employment.

ARTICLE 2 – SECTION 4 – **DISCRIMINATION**

Both MFPD 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, disability, and membership or non-membership in the Union.

ARTICLE 2 – SECTION 5 – **UNION BUSINESS**

Firefighters elected to state or local Union office may be granted a minimum of 48 hours' time off per event to attend Professional Firefighters of Idaho (PFFI) or IAFF functions, conventions, conferences, and seminars, provided that MFPD is given seventy-two (72) hours' notice. In addition, as many as two (2) members of the negotiation committee shall be allowed time off for all negotiation meetings. Union Members will cover the vacancies at no charge to the district. Chief Officers may also cover, if willing and able, for any Union member during PFFI or IAFF functions. In addition, a MFPD Volunteer may also cover, if he or she is willing and able, with no charge to the District.

ARTICLE 3 – SECTION 1 – **SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision 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 3 – SECTION 2 – **BENEFITS AND PREVAILING RIGHTS**

All rights, privileges, and benefits held by the firefighters at the present time which are not included in this Contract shall remain in force unless a change is agreed to by both parties.

ARTICLE 4 – SECTION 1 – **PUBLIC EMPLOYEES**

The MFPD and the individual members are to regard themselves as public employees and are to be governed by MFPD Organizational Values and the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 4 – SECTION 2 – WORKING CONDITIONS

The Union recognizes that MFPD is engaged in a vital public service requiring continuous operations and hence recognizes the Union’s obligations, together with MFPD, to work toward continued service to MFPD.

ARTICLE 4 – SECTION 3 – WORKING RULES

The Union agrees that all employees shall comply in full with the MFPD’s Policy and Procedures Manual, including those relating to conduct and work performance.

ARTICLE 4 – SECTION 4 – NO STRIKE CLAUSE

The Union agrees not to strike or take part in a strike upon consummation and during the term of this Agreement. No members shall recognize a picket line of any labor organization in the performance of their official duties.

ARTICLE 5 – SECTION 1 – MANAGEMENT RIGHTS

MFPD and the Union recognize the right and authority of MFPD—in accordance with and subject to the terms of this agreement—to:

- 1) Maintain order, discipline, and efficiency.
- 2) Hire, direct, promote, discharge, suspend or otherwise discipline employees for just and proper causes.
- 3) Generally, to conduct and maintain the operation and undertakings of the agency.

Management shall select, install, and require the implementation of protocols, equipment, and machinery to provide for the efficient, economical, and efficacious service delivery. (“MFPD,” in the context of this article and section, shall include the Fire Chief, the Deputy Fire Chief and anyone authorized and delegated by the Fire Chief.)

ARTICLE 6 – SECTION 1 – HOURS OF WORK AND DESIGNATED FLSA WORK PERIODS

The designated FLSA (Fair Labor Standards Act) work periods for all firefighters covered under this contract shall be a fourteen (14) day, one hundred six (106) hour-cycle. The 48/96 firefighter’s work schedule conforming to these hours of work are listed below with an **X** representing an on-duty shift and a **Y** representing an off-duty shift: **XXYYYYXXYYYY**

Nothing in this AGREEMENT shall be construed to prevent MFPD and the Union from entering a discussion for a trial period [not to exceed thirty (30) days] of an alternate work schedule. A 2/3 vote of the membership and approval of the Commissioners would have to take place before the trial was started. To permanently change the existing three (3) platoon (48/96) system, a second a 2/3 vote of the membership and approval by the Fire District Commissioners would be required.

Fire suppression personnel shall work a fifty-three (53) hour average work week with either one 24-hour Kelly day off every other 28 days or one 12-hour Kelly day off every 28 days. Kelly relief fire suppression personnel may be required to work a schedule differing from other full-time firefighters.

Furthermore, the regular work schedule for non-shift personnel shall be forty (40) hours per week or less.

ARTICLE 6 – SECTION 2 – OVERTIME – HOLDOVER TIME – CALL BACK TIME

Overtime shall be paid at a rate of time and one-half (1 ½) of either the employee's hourly wage or, upon individual request, as comp time to the next ¼ hour for actual hours worked. Overtime shall apply to hours worked in excess of a members regularly scheduled hours of work. Scheduled overtime for special events that are worked on a voluntary basis shall be paid at a rate of time and one-half (1½) of the employee's hourly wage to the next ¼ hour for actual hours worked.

Call back time for emergency events shall be paid at the rate of time and one-half (1½) of the employee's hourly wage for a minimum of two (2) hours pay if called in off duty. Special project work shall be paid at hours worked rounded up to the nearest ¼ hour, the 2-hour minimum shall not be applied

See MFPD Policies Manual Personnel Manual Section 1600.29

ARTICLE 6 – SECTION 3 – OVERTIME - WILDLAND DEPLOYMENT

MFPD will pay any employee who leaves the fire district under the auspices of the Idaho Department of Lands (IDL) as part of a Wildland firefighting or ambulance crew under the following guidelines:

MFPD employees will be paid straight time for their normally scheduled shifts and a minimum of sixteen (16) hours of overtime for those days not regularly scheduled (overtime rate will be two times the base hourly rate for each such overtime hours worked).

Any career employees assigned to backfill for another employee out on a wildland deployment shall be paid at a rate of time and one half their regular hourly wage. All career employees will be paid by MFPD and retain all benefits and insurance. MFPD will be reimbursed, through contract, by IDL. This will hold true if the employee leaves as part of an apparatus crew or as a single resource.

Career employees shall have first right of refusal for all shift backfilling for wildland deployments.

ARTICLE 6 – SECTION 4 – TRAINING RETURN TIME (OUT OF AREA CLASSES)

Any member who has traveled out of the area to attend MFPD approved training and has five or more hours of travel time back to the area will not be required to return to scheduled shift work for 12 (twelve) hours or the next logical shift interval (7p or 7a) closest to 12 hours. Any additional hours off requested by the member will be charged as PLT (Personal Leave Time) to cover the remainder of the shift.

Example: Member returns from a two-week class on the East Coast and returns back in the area on their scheduled shift day at 10:00 A.M. This member will be required to report for duty at 7:00 P.M. that day. Member may request the remainder of the shift off as PLT but must do so, and receive approval, prior to departing for the training.

ARTICLE 6 – SECTION 5 – TRAINING

MFPD and Local 4564 recognize the need for standards of training for all members of the department, to include standardization across shifts. The training standards shall be approved by the Fire Chief prior to being implemented.

ARTICLE 7 – SECTION 1 – PROBATIONARY PERIOD

Each new MFPD career-employee shall be considered on probation for three hundred and sixty-five (365) days, This time frame is not fixed and may be lengthened or shortened based on performance of the member and with mutual agreement of the bargaining unit.

Prior to coming on as a full-time shift member, a probationary firefighter will attend a third party endorsed fire academy, or an agreed upon local academy that meets the National and State standards. If there is not an adequate academy opportunity, the new member may complete on-the-job training that meets the minimum standards in NFPA 1001, in this case the member will not be considered as part of the 3-person minimum. If the new probationary firefighter has completed a fire academy within the last three (3) years or holds a certification, this requirement may be waved on a case-by-case basis. This waiver must include the support from both MFPD and the Union.

From the date of employment until the probationary career firefighter's promotion to Firefighter, MFPD shall be considered at-will in as much as allowed under statutes governing civil servant employment. A probationary Union employee may grieve under Article 12 of this Agreement on any matter covered by this contract.

Any promoted career employee shall be on probation for a period of 180 days. If the employee is demoted during the probationary period, they shall be returned to their former position even if it displaces the employee holding that position.

An evaluation program agreed upon between the Union and the Fire Chief shall be used during the probationary periods.

ARTICLE 7 – SECTION 2 – WORKING OUT OF CLASSIFICATION

Any firefighter who is required by the MFPD to accept the responsibilities and carry out the duties of the rank above that which they normally hold shall be paid the rate of pay for that position or rank while so acting. Any member assigned to a lower rank shall be paid at the same rate as their regular pay or rank. To be eligible to work as a step-up Officer the individual must have the approval of the Fire Chief or Designee.

ARTICLE 7 – SECTION 3 – **PERSONNEL REDUCTION**

In the case of personnel reduction, the Fire Chief will determine which personnel shall be released first with seniority acting as a tiebreaker. No new employees will be hired until the furloughed members have been given the opportunity to return to work.

ARTICLE 7 – SECTION 4 – **VACANCY**

A vacancy shall be filled within a timely manner following the date the position is vacated. The filling of the position shall follow the guidelines of the MFPD Policy Manual. Filling of a vacant position may be delayed by mutual agreement of MFPD and the Union because of reorganization or other reasons where the position may not be maintained.

ARTICLE 8 – SECTION 1 – **INJURY LEAVE**

Employees who are injured on the job are eligible for injury leave. Such injuries must be reported immediately to the officer in charge and the employee must be evaluated by a medical doctor. Whenever an employee is incapacitated on the job, they shall be entitled to injury leave with full pay during the period until which they are either released by a physician for return to full duty or at such time as the member is accepted for retirement or receives a partial or total disability rating. The employee will receive the difference between what Workers Compensation benefits are paid and their regular salary to make-up the employee's regular full salary for 12 months (1 year).

Whenever a full-time employee is unable to perform their full duties as a result of an on-the-job injury or illness, they may request or be required to report to work in a light-duty status if management determines that light-duty work exists or is available at that time. Light-duty assignments will be limited to instructions provided by the sick/injured employee's medical doctor regarding their physical status. The employees must provide a doctor release to the Fire Chief stating what the employee's physical limitations are. The employee must notify the Fire Chief as to their status at least monthly and after visits with their physicians.

Any employee who is on injury leave shall not engage in work or any activity which would be detrimental to their ability to return to work. The abuse of injury leave privileges may be considered as cause for disciplinary action up to and including termination.

ARTICLE 8 – SECTION 2 – **METHOD OF PAYMENT**

Any member on injury leave as described in Article 8, Section 1, shall have the choice of (1) receiving their regular paycheck and signing over all workman’s compensation to MFPD, or (2) keeping their workman’s compensation check and receiving a paycheck equal to their regular salary less the workman’s compensation amount.

ARTICLE 9 – SECTION 1 – PERSONAL LEAVE POLICY STATEMENT

Absence from work, except those involving disciplinary proceedings or jury duty will be deducted from leave accumulations. PLT shall not accrue to any employee on leave without pay, or to suspension without pay or layoff. No employee shall receive pay in lieu of personal leave except as may be herein provided. Personal leave shall not be taken or compensated in advance of being earned. Personal leave shall not be reduced for members on injury leave, as provided in Article 8, Section 1.

All PLT must be approved prior to usage. (See Article 9 Section 2-C). In lieu of personal leave usage, shift members can trade shifts.

ARTICLE 9 – SECTION 2 – PERSONAL LEAVE ACCRUAL

Personal leave accrues at a rate according to the following schedule:

Members 56 hour/week Personal Leave Rate

Less than 5 years	17 hours/month	204 hours max/year
5 years but less than 10 years	20 hours/month	240 hours max/year
10 years but less than 15 years	22 hours/month	264 hours max/year
15 years and over	25 hours/month	300 hours max/year

40 Hour/Week Personal Leave Rate

Less than 5 years	11 hours/month	132 hours max/year
5 years but less than 10 years	13 hours/month	156 hours max/year
10 years but less than 15 years	14 hours/month	168 hours max/year
15 years and over	16 hours/month	192 hours max/year

A) ANNUAL CARRY OVER OF PERSONAL LEAVE AND MAXIMUM ACCUMULATION

Maximum accumulation of personal leave shall be five hundred (500) hours for members (56 hours per week) and three hundred (300) hours for members working daytime hours (40 hours per week). Hours in excess of a member's personal leave limit will be paid to the member as it accrued. Those members that transfer to a forty (40) hour position shall carry the PLT hours into that position and accumulate at the rate described in this contract. If they should fall below three hundred (300) hours, they can't go above that amount unless they transfer back to a fifty-six (56) hour per week job.

B) PERSONAL LEAVE SCHEDULING

Members may designate additional blocks of accrued personal leave time on a first come, first served basis subject to the minimum staffing requirements enumerated in Article 13, Section 3 of this contract.

C) VACATION SCHEDULING

On or about November 1st of each Year, a vacation bidding process shall be conducted in accordance with MFPD procedures manual, as agreed upon by the bargaining unit, in order to provide that each member be allotted fair opportunity to bid vacation dates. Once selected, this time will be guaranteed as vacation time.

The members with the most seniority with MFPD shall have the first opportunity to select one block between one (1) and four (4) consecutive 24-hour work shifts as their vacation time. The shift member with the second most seniority shall next designate their first selection of vacation time, and so on throughout each shift by order of seniority. No more than one person will be allowed to select the same day as vacation unless granted permission from the Fire Chief or designee.

After the vacation sign-up sheet has been circulated, additional vacation days will be available on a first come, first served basis if requested a minimum of thirty (30) days prior to usage or with permission from the Fire Chief within (30) days prior to usage.

When fulfilling any PLT requests after the initial November 1st sign-up, MFPD may have to consider staffing and/or budgetary constraints prior to granting any PLT requests.

- i) MFPD will observe the following days regarding vacation scheduling as mandatory full assigned shift staffing, four (4) members: Memorial Day, July 4th, Labor Day, and abutting Saturdays and Sundays as related to the actual date of the holiday. however, members may request PLT or find their own coverage from the employee group.
- ii) MFPD will observe the 11 federal holidays (Labor Day, Memorial Day, Independence Day, Thanksgiving Day, Columbus Day, Veterans Day, Christmas Day, New Year's Day, Juneteenth, Washingtons Birthday, Martin Luther King Jr Day). All members working any of the recognized 11 federal holidays will accrue 8 hours of PLT.

D) CONSTANT STAFFING

There will be a maximum of one (1) twenty-four (24) hour shift available for personal leave each day. In the case of special circumstances, the Fire Chief or designee may grant more personal leave availability per day. To accommodate this leave, if necessary, the District will use constant staffing to maintain the required minimum staffing.

It is understood and mutually agreed that MFPD and career members will review the results of constant staffing prior to October 1 of each year of this contract. Said review will evaluate the efficiency and cost effectiveness of this policy as it is written. MFPD and members agree to negotiate the continuation of constant staffing if the results of this review indicate that it is not working as written or if the financial resources of MFPD are not available. It is agreed that the terms of constant staffing may be changed without nullifying the remainder of this contract.

E) PERSONAL LEAVE FOR INJURY OR FUNERAL BEREAVEMENT LEAVE

Accrued personal leave or sick leave may be utilized in the event of a member's injury (for which they are not entitled to injury leave pursuant to Article 8 Section 1 of this contract) or due to a death in a member's immediate family. "Immediate family" shall be defined as the spouse and children of the members, as well as the stepchildren, mother, father, stepparent, brothers, sisters, grandparents of the member and the member's spouse or approved by the Fire Chief. In the event of a death in the immediate family, Funeral Bereavement Leave may be granted, upon request, for up to three (3) calendar days with pay (not charged personal leave or sick leave). Personal leave shifts requested for the reasons enumerated in this subsection shall be granted upon request and it shall be the responsibility of the

Deputy Chief to arrange for replacement personnel where necessary to meet minimum staffing requirements.

F) MATERNITY AND PATERNITY LEAVE

After members' probationary period, members are entitled to paid parental leave. For females, maternity leave may be taken and for males, paternity leave may be taken. (Adoption leave may be taken in the case of adoption.)

For a mother working either a fifty-six (56) or a forty (40) hour per week work schedule, maternity leave shall consist of: light duty work, or based on recommendations from her physician, from the time of the learned pregnancy; two (2) consecutive weeks of time off with pay beginning two (2) weeks prior to the date of the baby's anticipated due date; then, coinciding with the baby's birth (or date of commencement of adoption), the mother will have an additional six (6) weeks of paid maternity leave. The mother may then take additional time off out of her personal leave time and/or sick leave. The mother may then continue to take six (6) consecutive weeks off without pay, for maternity leave, with the option to return to her position (in a light or regular duty capacity). If a medical condition exists (of mother, baby, or adopted child) beyond the six (6) weeks of unpaid time off and the mother provides proof of a birth induced injury or illness she may request—of MFPD—an extension of her unpaid time off in order to maintain her ability to return to her position. MFPD will consider this request and, provided the request is genuinely placed on the mother's parental responsibilities or her personal health and the giving of the request does not affect MFPD's business (e.g., cost, lack of staffing, loss of efficiency, or poor impact on customer service), the request will be granted for a duration agreed upon by the mother and MFPD.

A father working the fifty-six (56) hour per week work schedule shall be given three (3) 24 hour shifts off coinciding with the baby's birth (or date of commencement of adoption), with pay, for paternity leave. A father working the forty (40) hour per week work schedule shall be given ten (10) work (business) days off coinciding with the baby's birth. The father may take additional time off out of his personal leave time and/or sick leave upon the consent of MFPD.

Any employee must provide to MFPD at least ten (10) weeks notice of the expected date of birth (or date of commencement of adoption).

G) UTILIZATION OF ACCRUED PERSONAL LEAVE UPON DEPARTURE

Upon departure, members may choose to utilize any accrued personal leave according to either of the following options:

- i. **EARLY DEPARTURE:** A member may choose to retire from MFPD by utilizing their accrued personal leave just prior to their normal retirement date. A member choosing the “early departure” option shall continue to be paid their current salary on the regular department pay schedule, shall not be subject to regular scheduling, and shall be entitled to have their accrued personal leave shifts run consecutively.
- ii. **CASH PAYMENT:** A member may receive a lump sum payment upon departure from service representing full payment for their accrued personal leave shifts and based upon their current salary at the time of departure. A member working in a forty (40) hour position and who has more than two hundred (200) hours of accumulated personal leave (due to transferring from a fifty-six (56) hour position) at the time of departure will be paid for any hours in excess of two hundred (200) at the fifty-six (56) hour per week pay rate based on their current salary.

H) PAYMENT OF PERSONAL LEAVE UPON DISCHARGE

When a member is discharged for any reason, they will receive pay at their current rate of pay any and all personal leave shifts they have accrued prior to the date of discharge. A member working in a forty (40) hour position and who has more than two hundred (200) hours of accumulated personal leave (due to transferring from a 56-hour position) at the time of discharge will be paid for any hours in excess of two hundred (200) at the fifty-six (56) hour per week pay rate based on their current salary.

ARTICLE 10 – SECTION 1 – **EMERGENCY TIME OFF (IN THE HOME)**

If an emergency occurs in the home while the member is on duty or immediately prior to the member’s scheduled shift, the member shall use personal leave with the approval of the shift officer on duty. This is meant to allow the member sufficient time to take care of the situation and is not intended for long duration. (See emergency time off section in MFPD Policy Manual.)

ARTICLE 10 – SECTION 2 – **EMERGENCY TIME OFF (NEAR DEATH IN FAMILY)**

In the event of a near death emergency in the immediate family of a member (defined person in critical condition), the member shall be granted personal leave and/or sick leave upon approval from MFPD. If in MFPD's opinion a doctor's statement of critical condition is necessary, the member will furnish such statement. The immediate family is defined in Article 9, Section 2 Subsection E

ARTICLE 10 – SECTION 3 – **SICK TIME**

MFPD employees accrue ten (10) hours of sick time per month. There is no limit to sick time accrual and no payment for accrued sick time upon an employee's departure from MFPD. Upon the request of MFPD the employee may be required to furnish MFPD with a doctor's statement of illness or injury when taking more than four (4) consecutive 24 hour shifts off.

ARTICLE 10 – SECTION 4 – **TRANSFER OF SICK OR PERSONAL LEAVE TIME**

In the event that a member has used up all of their personal leave and sick time because of injury, sickness, or leave which has been approved by the Fire Chief, members may donate personal and/or sick leave to the member in need of additional leave. Members may also choose to voluntarily work, without financial obligation to the District, for the member in need of additional leave.

ARTICLE 11 – SECTION 1 – **DAY UNIFORM**

The day uniform (shirt, pants, belt, boots, etc.) shall consist of the uniform currently in effect and approved by the members and MFPD and defined in the MFPD procedures manual. New members will be required to be in day uniform as soon as possible after the date of employment. Refer to MFPD Policy Manual.

ARTICLE 11 – SECTION 2 – **BADGES**

MFPD will furnish each member of the department one (1) Class A Uniform and badge, and one (1) Class B Uniform and Badge for each of the positions listed: Firefighter, Captain. These items are outlined in the MFPD procedures manual.

ARTICLE 11 – SECTION 3 – UNIFORM ALLOWANCE

MFPD agrees to provide all necessary or required uniforms and Personal Protective Equipment articles to its members. All uniforms and PPE shall meet National Fire Protection Association (NFPA) recommendations. Certain uniform items can either be ordered through the district or receipts for goods may be submitted for reimbursement. In addition, members will be allowed three hundred (300) dollars per year for personal gear items. (i.e., Personalized radio straps, backcountry gear, special items not provided by MFPD, Phone etc.). PPE items bought must meet NFPA or MFPD standards for operational use.

ARTICLE 12 – SECTION 1 – GRIEVANCE PROCEDURE

Grievances which arise from the interpretation or application of this agreement shall be settled in the following manner:

When the aggrieved employee becomes aware of the occurrence which gave rise to the grievance, the employee will have fifteen (15) days to file a written and signed petition with the Union Grievance Committee. The Elected Board shall determine if a grievance exists within fifteen (15) days after receiving the complaint. If in their opinion no grievance exists, no further action is necessary.

If a grievance does exist, the Union President shall (with or without the member) present this grievance to the Fire Chief for adjustment. If within fifteen (15) days the grievance has not been settled, it shall then be submitted to the MFPD Board of Commissioners for adjustment.

If within five (5) business days after it has been submitted to the Commissioners and still has not been settled, it shall be submitted to a grievance board consisting of a representative of MFPD, selected by the Board of Commissioners, and a representative of the Union, selected by the Executive Board, and these representatives in turn will choose a third member who will serve as chairperson.

If within five (5) Business days the two representatives cannot agree upon the third member, a list of five (5) names will be obtained from the State of Idaho Department of Labor, Labor Commissioner and within five (5) business days upon receipt of the list, the two representatives will alternately strike names from the list until one (1) name remains.

If in the case one representative refused to act upon the list of names, the other representative will choose a name from the list. The remaining or chosen shall be the third member and chairman of the board. Within five (5) business days after the arbitration is selected, they shall meet and hear all evidence.

The findings of this grievance board shall be binding and final upon all parties concerned.

ARTICLE 13 – SECTION 1 – HEALTH AND SAFETY

Recognizing the inherent dangers in firefighting, medical, and rescue operations, the MFPD and Union agree to cooperate in providing a reasonable and prudent level of safety for all employees in the Fire District.

To achieve this goal, a joint Health and Safety Committee shall be formed, composed of two representatives from the Union, and one Chief Officer, all of whom shall serve without compensation, members of the Committee shall receive their regular pay if "on duty" during committee meetings. The duties of this Committee shall be as follows:

1. To meet as needed to review and discuss the safety reports received from district members.
2. To correct or make recommendations to the Fire Chief for the correction of hazardous conditions or unsafe work methods which come to the attention of the Committee.
3. Prepare written minutes of all committee meetings for review and adoption at the next meetings.
4. Review reports of accidents, deaths, and injuries reported to Workman's Compensation and make recommendations, including implementation date. They will submit to the Fire Chief recommended operational changes, policies, or procedures to avoid or minimize similar incidents in the future.
 - a. In accordance with federal, state, and local medical laws, the Committee shall have access to confidential medical information only upon written authorization by the employee.

The on-duty shift officer and paramedic have the authority to evaluate and determine whether a crew will be sent on an interfacility transfer. An agreed upon safety go/no go matrix will assist in these decisions, that is created by MFPD and Local 4564's Safety Committee.

ARTICLE 13 – SECTION 2 – SAFETY EQUIPMENT

MFPD shall furnish safety equipment deemed necessary in the performance of the member's duties according to nationally recognized standards.

ARTICLE 13 – SECTION 3 – SHIFT/MINIMUM STAFFING

Each shift shall consist of three (3) personnel, of which two (2) shall be full time personnel, one of which is a fire officer (or step-up fire officer as approved by the Fire Chief when a customary, full-time officer is not available). In addition, each shift will maintain one Paramedic on duty, in district, at all times. In the event of an unforeseen absence, the equivalent off-going personnel shall be requested to cover the absence until suitable coverage can be found. If no full-time personnel are available, the fire officer may fill the vacancy with the best available personnel from the current MFPD roster. Special consideration will be made to staff the shift with the best available personnel at any given time.

ARTICLE 13 – SECTION 4 – PHYSICAL FITNESS EQUIPMENT

MFPD agrees to purchase and maintain the physical fitness equipment used by the members of the MFPD. Approval of equipment will be a joint effort between MFPD and a designated member of the union.

ARTICLE 14 – SECTION 1 – SALARIES

The below exhibit shall be the schedule of wages to be paid to the members of the MFPD. Salaries will be computed as follows: Monthly salary times twelve (12) equals annual salary. Dates for the distribution of paychecks shall be set on a bi-weekly schedule unless a change is mutually agreed by both parties. **All pay increases will go into effect and be applied at the closest correlating pay period following the date of earned increase.**

The pay scale and certifications are correlated. To increase to the next higher pay scale within their classification, a firefighter or captain needs to complete the required training. If the individual does not meet qualification requirements within their classification for each step each year, that individual may face disciplinary action, up to, and including, demotion or termination.

Probationary Firefighter/Paramedics will not receive the 12% paramedic pay incentive until they have completed the EMS portion of their task book and have been signed off by a Paramedic FTO and shift Captain.

Classification	Step 1	Step 2	Step 3
Probationary FF	\$61,272		

Firefighter	\$63,635	\$70,635	\$76,285
Captain of Suppression	\$80,100	\$83,814	\$87,529
Captain of Code Enforcement/Prevention	\$84,105	\$88,004	\$91,905

	Hourly Step 1	Hourly Step 2	Hourly Step 3
Captain of Code Enforcement/Prevention	\$40.43	\$42.30	\$44.18

Qualification Requirements

Firefighter Step 1 (first year)- FF1, Haz-Mat Awareness and Operations, S-130, S-190 Wildland Firefighter 2, ICS 100, ICS 200, IS 700.

EMS Certifications- EMT-Basic/Advanced (Healthcare provider/CPR)

EMT- Paramedic ACLS, PALS, Healthcare Provider/CPR)

Firefighter Step 2 (2nd year)- FF2, Driver Operator

Firefighter Step 3 (3rd year Senior Firefighter)-, Fire Instructor 1, Blue Card Command.

Captains/officer Step 1(1st year)- Fire Officer 1, ICS 300

Captains/officer Step 2 (2nd year)- Fire Officer 2, ICS 400

Captains/officer Step 3 (3rd year)- Chief approved officer development related classes from accredited institution. IE (NFA, EMI, CDP), Begin Executive Officer Training.

College degree-

Associate degree- 1%

Bachelor's degree- 3%

Master's degree- 5%

Incentive pay for college education will be capped at 5 % of base salary. Degree %'s are not combined. The highest degree a member has will be the % added to their base.

*All certifications can be IFSAC or equivalent.

Any increase in salary shall only increase the base salary.

Note: Firefighter/Paramedics are paid a 12% incentive of their base pay per year. Captain/Paramedics will receive a 10% incentive of their base pay per year.

To promote long and faithful service, MFPD shall pay longevity pay which shall be added to the monthly salary and wages of each employee at a rate of .5% of the firefighters base pay per year worked. Longevity pay will not be capped. A firefighter may begin collecting longevity pay after their probationary period.

ARTICLE 14 – SECTION 3 – HEALTH – DENTAL – VISION INSURANCE

The District agrees to pay 100% of the premiums for Health, Dental and Vision Insurance for each member and 100% minus \$25 per month per individual for each member's spouse and dependents. The District agrees to pay 100% of the deductible for the employee. The MFPD agrees that the health deductible paid by the employee for each policy member will not exceed \$500.00 per year and the district will pay for the remaining deductible. The MFPD also agrees to maintain an air ambulance service membership for each member and their family members. This section shall be opened and reviewed before each budget year and coverage will be negotiated based on market fluctuations.

ARTICLE 14 – SECTION 4 – PEHP

MFPD agrees to make PEHP (Post Employment Health Plan) available to all full-time members of MFPD. Contribution opportunities into a current employee's PEHP account may be made in the following three (3) ways:

1. MFPD will deposit the value of any unused Kelly Days, semiannually, into the employee's PEHP account.
2. When an employee's PLT accrual reaches 500 hours, the member may either cash out their hours or elect to have MFPD deposit the equivalent value in the employee's PEHP account
3. When an employee's sick leave accrual reaches Fourteen Hundred (1400) hours, the member may deposit sick leave into PEHP at a rate of 1 hr sick leave = 75% of 1 hr employee pay.

ARTICLE 14 – SECTION 6 – MEDICAL PHYSICALS

MFPD will provide annual non-punitive medical physicals for each member during the month of the member's birthday. The confidential physicals will be conducted by ERHC (Emergency Responders Health Care, Boise, ID) according to the essential job tasks as outlined in NFPA (National Fire Protection Association) 1582. The Fire Chief Shall receive a letter from ERHC indicating member participation, including NFPA 1582 approval or non-approval. It is mandatory that a member reports any serious health condition/s to MFPD, that could interfere with their duties.

ARTICLE 15 – SECTION 1 – EDUCATION MATERIAL

It shall be the responsibility of MFPD to make available to each member of the MFPD all training resources required for mandatory or approved classes and testing events and as otherwise determined by the Fire Chief or their designee.

ARTICLE 16 - SECTION 1 - DRUG FREE WORKPLACE POLICY

Refer to MFPD Policy Manual Section **1600.8**

ARTICLE 16 - SECTION 2 - RANDOM DRUG TESTING

Refer to MFPD Policy Manual Section 1600.8

ARTICLE 17 – SECTION 1 – ACTIVE MILITARY, PART-TIME FIREFIGHTER

- A) The scheduling of an active military duty firefighter for part-time work with MFPD shall be at the discretion of the Fire Chief and only upon receipt by the Fire Chief of written approval from the firefighter's military commanding officer.
- B) The firefighter on active military duty shall provide to the Fire Chief a written request for reclassification to part-time status with a list of dates the firefighter is available to work. This request shall be delivered to the Fire Chief at least two weeks in advance of the first of such dates. The Fire Chief will, at least one week in advance, notify the firefighter in writing if the firefighter will be assigned to part-time status and the dates and locations where the firefighter should report. These written communications shall be dated and may be by email with each party acknowledging receipt of any email communications. The part-time work may be at any location and for any assignment for which the firefighter is qualified. The part-time work may be for any length of time within the hours that the firefighter has indicated availability.

- C) The firefighter will not earn overtime unless he is assigned to work hours that exceed 40 hours in any one-week period, which period shall begin at 0001 hours each Sunday and end of 2400 hours the following Saturday.
- D) The firefighter shall accumulate no McCall benefits and receive no McCall benefits during this period of reclassification, except for:
 - 1) specific benefits approved by MFPD Council for active duty military employees and their dependents,
 - 2) contributions to PERSI for hours worked, and
 - 3) if the firefighter is available, participation in the fitness test and vacation picks.

ARTICLE 18 – SECTION 1 –AGREEMENT TO BARGAIN

Nothing in this agreement is to be considered as a waiver by the Union of their rights to request and require bargaining on any changes initiated by the District which impact hours, wages, or working conditions.

ARTICLE 19 – SECTION 1 – BINDING ARBITRATION

MFPD and the Union agree that after submitting to a fact-finding commission, (per Idaho Code 44-1805) in regard to wages, rates of pay, working conditions and all other terms and conditions of employment, the written recommendation of the fact-finding commission shall be binding.

Date Signed _____

FOR MFPD

Sadie Noah, Board Member MFPD

Nicholas Ereksen, Board Member MFPD

Jeremy Olson, Board Member MFPD

FOR LOCAL 4564

Craig Peterson, President, Local 4564

Jason Beck, Vice President, Local 4564

Heather Thiry, Secretary/Treasurer, Local 4564