



**Lewiston City Council
SPECIAL MEETING AGENDA
January 29, 2024 - 3:00 PM
City Hall – Back Conference Room –1134 F Street
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. DISCUSSION ITEMS

Please note that identifying an item as an "Action Item" does not require the City Council to vote on that item.

- A. COLLECTIVE LABOR AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #1773:** Review and discussion about the current Collective Labor Agreement between the City of Lewiston and the International Association of Firefighters Local #1773, which agreement expires on September 30, 2024
- B. UNITED AIRLINES MINIMUM REVENUE GUARANTEE :** Receiving an update regarding negotiations of a minimum revenue guarantee agreement with United Airlines for the 2024 fiscal year and discussion regarding the same - Action Item
- C. RESOLUTION 2024-1:** Considering approving the Air Services Agreement between United Airlines, Inc. and the City of Lewiston - Action Item

V. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the City Clerk's Office at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6202.

COLLECTIVE LABOR AGREEMENT

Between the City of Lewiston and the International
Association of Firefighters Local #1773



October 1, 2021 – September 30, 2024

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COLLECTIVE LABOR AGREEMENT

AGREEMENT made this 1st day of October 2021, between the CITY OF LEWISTON, and/ or its successors in interest or control of the Fire Department for said City, hereinafter referred to as the "City," and LEWISTON FIREFIGHTERS LOCAL 1773, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS Idaho Code 44-1802 authorized firefighters in any city to bargain collectively with their respective city and to be represented by a bargaining agent in such collective bargaining process as to wages, rates of pay, working conditions, and all other terms and conditions of employment; and

WHEREAS the majority of the firefighters of the city have selected the Union as their sole and exclusive bargaining agent for all members of the firefighters of the City; and

WHEREAS representatives of the Union timely presented to the City written notice for a meeting for collective bargaining purposes, pursuant to the provisions of Idaho Code 44-1808; and

WHEREAS the City and representatives of the Union have met and conferred in good faith to resolve and mutually agree upon wages, rates of pay, working conditions and all other terms and conditions of employment and, as a result thereof, the City and the Union desire to enter into a Collective Labor Agreement for the term commencing October 1, 2021 and terminating September 30, 2024.

NOW, THEREFORE, the parties agree:

ARTICLE 1. RECOGNITION

The organization selected by the majority of the firefighters for the City of Lewiston is hereby recognized as the sole and exclusive bargaining agent for all firefighters of the Fire Department with the following exclusions: Fire Chief, Deputy Fire Chief, Division Chiefs, Secretaries or other management positions hereafter created and exempted under the Fair Labor Standards Act, unless and until recognition of such bargaining agent is withdrawn by a vote of the majority of the firefighters of the CITY.

Firefighters Local 1773 International Association of Firefighters is hereby recognized as the bargaining agent for the firefighters of the City of Lewiston.

ARTICLE 2. UNION SECURITY

Section 1: Payroll Deduction

Payroll Deduction. On written authorization from the employees covered by this agreement, the CITY will deduct dues in equal amounts on the first and second pay-period of the month and shall submit the amount so collected to the UNION in a lump sum, together with an itemized statement of the amount collected.

Section 2: Union Membership as a Condition of Employment.

The parties agree that it is not a condition of employment to be a member of the UNION based upon the SCOTUS ruling Janus v. AFSCME in 2018. However, in order to preserve solidarity, employee benefits, and job security, the UNION encourages all eligible employees to become a UNION member and remain a UNION member in good standing.

The UNION believes that UNION membership is a means to ensure the acquisition and maintenance of excellent benefits and job security. The CITY, while having to remain neutral in regard to membership, recognizes the UNION as the sole bargaining unit representative relative to wages, hours, and working conditions for all firefighters and officers as enumerated in Idaho Code Title 44-1802 through 1804.

Employees desiring to become, and/ or remain, a member of the UNION shall advise the CITY with an "opt-in" letter provided by the UNION that authorizes the withholding of regular UNION dues. Conversely, those who choose to "opt out" of UNION membership, shall advise the CITY in the same manner.

Section 3: Hold Harmless

The UNION shall indemnify, defend, and hold the CITY harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the CITY in fulfilling the obligations imposed on the CITY under this Article.

Section 4: Right to Work

Idaho has adopted right to work as the policy of the State as found in Idaho Code, Section 44-2001 et seq. The parties hereto agree to comply with the provisions of right to work

Should, during the term of this agreement, right to work no longer be the law, the parties agree that there shall be an automatic reversion to the preceding language.

ARTICLE 3. Probationary Period

Section 1: Probation Time

All regular full-time and reserve employees who are covered by this agreement shall be in a probationary status for a period of twelve (12) months from the date of hire. Employees promoted to the rank of Engineer, Captain or Battalion Chief shall be on probation in the new rank for a period of twelve (12) months.

Section 2: Probation Evaluations

The probationary employee will be evaluated at six (6) months and prior to the end of his/her probationary period before the employee is assigned to a regular full-time position in that classification. The evaluation of a probationary employee at these intervals will be done by his/her immediate supervisor and reviewed by the Fire Chief. The Fire Chief will have the final authority to approve advancement, remand the probationary employee back to his/her previously held rank, or approve or deny extension of the probationary period. An extension may be granted on a one-time basis, up to a period of three (3) months.

Section 3: Reserve Probationary Evaluations

The Reserve Firefighter shall be subject to a performance evaluation at six (6) months and prior to completion of the first year of employment. After this term, those evaluations shall be provided on an annual basis. The evaluation shall be conducted by the Battalion Chief of the shift to which the Reserve Firefighter is assigned at the time of the evaluation.

Section 4: Grievability

Content of the evaluation shall not be grievable. The employee may timely attach comments or rebuttal to the evaluation form, which shall remain a part of the evaluation.

ARTICLE 4. UNION BUSINESS

Section 1: Union business leave

The Union President, Vice President, Secretary and Treasurer or other members approved by the president shall, with the consent of the Fire Chief or designee, obtained at least forty-eight (48) hours in advance, be granted time off with pay, not to exceed 288 hours per year collectively, while conducting business vital to the employees of the Department who are within the bargaining unit. Should an employee be elected or appointed to a position with State or International Union, the provisions of this Article shall not apply.

Section 2: Union Business on City Time

Union members or officers may conduct UNION business on CITY time. Daytime meetings shall be subject to the approval of the Fire Chief or designee. Fundraising and political activities shall not be conducted while on duty.

Section 3: During the period in which the two (2) parties enter into a negotiation session, the recognized negotiation team will be allowed to attend all negotiation sessions while on duty.

ARTICLE 5. PREVAILING RIGHTS

The usual and customary past practices which are rights and privileges held by the employees at the time of this agreement shall remain in force and effect provided however, that this clause shall not apply where the subject is covered by another Article of this agreement.

It is agreed by both parties that the provisions of the Personnel Policy do not apply to the employees covered by this agreement, unless otherwise indicated in the collective labor agreement.

ARTICLE 6. WORKING RULES

The Fire Chief may adopt Rules and Regulations for the operation of the Fire Department and the conduct of its employees, provided such Rules and Regulations are approved by the City Manager and do not conflict with any of the provisions of this agreement. The CITY agrees that the Fire Department Rules and Regulations shall be subject to the Grievance Committee procedure.

ARTICLE 7. NON-DISCRIMINATION

The CITY and the UNION pledge strong support and commitment to federal, state, and local Affirmative Action goals of equal employment opportunity without regard to race, color, national origin, ancestry, religion creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression. This commitment covers recruiting, selection, promotion, training and education, and the employee's work environment.

ARTICLE 8. MANAGEMENT RIGHTS

Section 1: Usual Rights

The CITY retains the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the CITY or any part of it.

Any subjects covered by the terms of this agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term thereof.

Section 2: Examples

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and

rights of the CITY shall include the following:

- To direct and supervise all operations, functions, and policies of the departments in which the employees in the bargaining unit are employed; additionally, to direct and implement operations, functions and policies in the remainder of the CITY as they may affect employees in the bargaining unit.
- To terminate, combine or reorganize any department or functions of the CITY for budgetary or any other reason.
- To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, and methods of procedures, except as specifically provided herein.
- To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- To assign shifts, workdays, hours of work and work locations, except as specifically provided herein.
- To designate and to assign all work duties.
- To introduce new duties and to revise job classifications and duties within the unit.
- To determine the need for and the qualifications of new employees.
- To discipline, suspend, demote, or discharge any employees for just cause.
- To determine the need for additional education courses, training programs, on-the-job training, and cross training, and to assign employees to such duties for periods to be determined by the CITY, except as specified herein.

Section 3: Unions Right to Negotiate

This provision is not intended as a waiver of the UNION'S right to negotiate the impact of management decisions where applicable.

ARTICLE 9. GRIEVANCE COMMITTEE

Section 1: Definition

A grievance is any dispute arising between an employee and a representative of the CITY involving compliance with interpretation of, or application of this agreement.

The Union Grievance Committee shall consist of the principal officers and executive board of the UNION. Such list will be submitted to the Fire Chief yearly.

Section 2: First Step

When an employee feels he/ she has a grievance, he/ she shall, within ten (10) days of the occurrence or reasonable knowledge thereof, discuss the grievance with the Union Grievance Committee. The employee must then meet and discuss the grievance with the Fire Chief or designee within the same ten (10) day period. A member of the Union Grievance Committee shall be present unless the employee explicitly refuses union representation. All first step grievances will be reduced to writing.

Section 3: Second Step

If the employee feels the grievance is not settled satisfactorily at this step, he/ she shall,

within ten (10) days of the first step meeting, submit his/her grievance in writing to the Grievance Committee. If the Grievance Committee finds the grievance meritorious, it shall, within ten (10) days, present the grievance in writing to the Fire Chief or designee and a copy to the City Manager. The Fire Chief or designee shall, within ten (10) days of receipt thereof, submit his/her answer in writing to the Grievance Committee.

Section 4: Third Step

If the Grievance Committee feels the grievance is not settled satisfactorily at this step, the Grievance Committee shall, within ten (10) days, submit its appeal in writing to the City Manager or designee and provide a copy of said appeal to the Fire Chief. The City Manager or designee shall, within ten (10) days of receipt of the appeal, submit in writing his/her answer to the Grievance Committee.

Section 5: Mediation-Arbitration

If the grievance is not settled satisfactorily at the above step, the grievance may be submitted to expedited mediation-arbitration, provided written notice of this intent is furnished to the CITY within ten (10) days of the completion of the process in Section 4 above.

Section 6: Mediation Procedure

Both the UNION and the CITY agree to select a three (3) member panel of standing mediator-arbiters who shall serve until replaced in rotation alphabetically, as the single mediator-arbiter in all grievances as they may arise.

Either party may remove a mediator-arbiter from the panel at its pleasure by notifying the other party and the affected panel member in writing, provided however, a panel member shall not be removed if he/ she has been selected in a given grievance matter or if he/ she is actively hearing such a matter.

Panel members, including replacement members, may be selected by mutual agreement or from a list of nine (9) names obtained from the Federal Mediation and Conciliation Service. A coin toss shall determine the order of the selection; then each party shall eliminate a name in turn, until three (3) names remain. These shall comprise the panel. A single mediator-arbiter shall first mediate the applicable dispute in an effort to expedite resolution of the matter and thus provide a speedy answer to the grievant.

The mediator-arbiter shall meet with the parties together and separately, and endeavor to conciliate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, the settlement agreement shall be written and signed by both parties and by the grievant. This agreement shall be binding on all of the affected parties.

Should mediation not resolve the dispute after diligent effort, then the mediator shall, at the same mediation meeting, assume the role and duties of arbiter and shall, while the parties are together, convene an informal hearing to determine the facts, followed by a binding bench decision. In this informal hearing, by mutual agreement, briefs shall be waived, and testimony and exhibits shall be kept to an essential minimum. The binding bench decision shall be verbally rendered at the conclusion of the hearing and shall be summarized later at the party's request, in a written opinion and award, which shall be binding on the grievant, the UNION and upon the CITY.

The rights of the parties and the proceedings of the arbitration shall be in accordance with the Uniform Arbitration Act, the same being Sections 7-901 through 7-922, Idaho Code, except as provided herein. The determination of the arbiter shall be final and binding upon both parties as to questions of fact but not as to questions of law, provided that a determination of the arbiter involving a monetary award arising under any provisions of this agreement, other than working in a higher classification, shall not be binding upon the CITY if it exceeds the amount duly budgeted and appropriated for the Fire Department by the City Council for the current fiscal year for such purpose.

Any monetary award, including any retroactive amounts, will be included in the next proposed budget cycle, subject to approval by Council.

Section 7: Mediation Cost

The CITY and the UNION shall share equally the cost of the mediator- arbiter.

Section 8: Rights and Privileges

Upon receiving the grievance, the Fire Chief or designee shall maintain all rights and privileges of the protesting UNION member until the grievance is completed. The provisions of this paragraph will not apply to members who are under disciplinary action or to those members whose employment has been terminated.

Section 9: Time Limits

The time limits set forth in Article 9 of this agreement may be extended by written mutual consent by both parties. The term "days" shall mean working days. Working days shall mean the days of the week Monday through Friday, excluding Saturday, Sunday and holidays.

ARTICLE 10. WAGES

Section 1: Salary Schedule

Effective October 1, 2021 the appended salary schedule for the City of Lewiston will be in effect.

Section 2: Salary Steps

Advancement between salary steps will be determined by time in service (one year) and competent service determined through an evaluation process. The CITY and UNION shall jointly develop/maintain an evaluation process/model. Yearly salary steps shall be 3% above previous steps.

Upon promotion as defined in article 20, salary advancement between ranks shall be 9% above previous base rate as defined in the attached Salary Schedule.

Section 3: Cost of Living and Market Adjustment

The CITY shall provide salary adjustments based upon the U.S. Cities CPI-W, rolling average index for the quarter ended in March (January, February, and March) and according to the following guidelines:

- October 1, 2021, each step of the pay matrix shall be increased by a minimum of 1 % to maximum of 2.5% .
- October 1, 2022, each step of the pay matrix shall be increased by a minimum of 1% and a maximum of 2.5%.
- October 1, 2023, each step of the pay matrix shall be increased by a minimum of 1 % and a maximum of 2.5%.

In addition to the above cost of living adjustments, the CITY and UNION agree to the following one-time market adjustments

- October 1, 2021, each step of the pay matrix shall be increased by one percent (1%)
- October 1, 2022, each step of the pay matrix shall be increased by two percent (2%)
- October 1, 2023, each step of the pay matrix shall be increased by one percent (1%)

Section 4: Emergency Medical Tech Certification

All employees shall be required, as a condition of employment to maintain any and all basic certifications and reciprocity agreements required by the City of Lewiston without additional compensation.

Section 5: Paramedic Certification

Employees holding current Paramedic certifications for the State of Idaho and Washington shall be paid Paramedic premium pay. All Paramedics must meet and maintain the following requirements:

- Current licensure from the Idaho State Emergency Medical Service Bureau as Paramedic and current licensure from the State of Washington Department of Health, Office of EMS and Trauma Systems, as a Paramedic, certifying the employee may provide Advanced Life Support services in those states.
- Paramedics must maintain a current ACLS card by the American Heart Association or equivalency.

Section 6: Paramedic Premium

Paramedic premium pay shall be 10 percent of the step 10 firefighter pay grade.

Section 7: MERP

The City shall contribute \$75.00 per member per month into a Medical Expense Reimbursement Program (MERP) for the remaining years of this contract.

Section 8: Paramedic Preceptor Pay

Members of the bargaining group that are selected by fire administration to serve as a paramedic student preceptor shall receive one dollar (\$1.00) per hour for the time they have a non-LFD employee paramedic student riding along with them.

ARTICLE 11. HOURS

Section 1: Work Schedule

The working schedule shall be fifty-six (56) hours on a three (3) platoon system. The standard workday for 40-hour employees shall be eight (8), nine (9) or ten. hours, at the discretion of the Fire Chief, and the standard work period shall average forty (40) hours per week to be worked within fourteen (14) consecutive days. Any schedule change will be evaluated on a quarterly basis for a twelve (12) month trial period.

Section 2: Saturday Work Hours

The work and activity schedule for Saturday will not differ from normal weekday operations.

Section 3: Revitalization Time

The UNION and the CITY agree that the public interest requires the effective and uninterrupted performance of emergency services. To provide uninterrupted service, the CITY recognizes the necessity to provide periods of rest during an employee(s) shift; so that they can carry out emergency operations.

The CITY recognizes Revitalization Time as follows:

Those hours between 1700 hours and 0800 hours. Additional rest periods between the hours of 0800 and 1700 shall be permitted, based on necessity, as determined by the Chief Officer.

All hours on Holidays as recognized in Article 14 of this agreement.

All hours worked on Sundays.

It is the responsibility of the Chief Officer to ensure that all personnel assigned are receiving adequate rest periods to facilitate the safety and wellbeing of the employee.

Evening training and drill sessions may be scheduled by the Battalion Chief or Captain.

Drills are not to exceed two (2) hours in length and may not extend beyond 2100 p.m.

Work assignments during Revitalization Time may include:

- Emergency Response
- Servicing Emergency Equipment to a state of readiness
- Incident Reporting
- Physical Fitness

ARTICLE 12. LEAVE

Section 1: Sick Leave:

Firefighters assigned to EMS or Fire Suppression shall accumulate sick leave as defined in Section 4. The maximum number of hours that may be accumulated is 2160.

Newly hired employees will have their sick leave accrual "front loaded" with 168 hours of accumulated sick leave at their time of hire. New employees will not begin accruing sick leave until the 8th month of employment. If the new employee separates within the first 7 months of hire, any sick leave taken that has not been accrued will be repaid to the city.

For purposes of this Article, a shift for 40-hour employees (Fire Inspectors) shall mean regularly scheduled hours as described herein. They shall accrue eight (8) hours of sick leave for each month of continuous service. The maximum sick leave accrual shall not exceed nine hundred and sixty (960) hours.

Any employee incurring a non-duty sickness or disability, which renders the employee unable to perform his/her duties, shall receive sick leave with full pay within accumulated sick leave time.

Sick leave will be charged on an hour for hour basis.

Employees may use sick leave for the employee's immediate family for sudden illness or injury requiring immediate care for which preplanning was not possible and requiring inpatient or outpatient hospital treatment or a physician's visit.

Employees may be allowed to use additional family sick leave in the event of a catastrophic illness or injury in the employee's immediate family administered on a case-by-case basis by the Fire Chief or designee.

The immediate family shall be defined for the purpose of this article as the spouse or domestic partner; children of either spouse; parents of either spouse;;; legal guardians and legal wards; whether living in the same household of the employee or not.

The employee's accumulated sick leave shall be reduced when utilizing family sick leave. Sick leave shall be requested only in cases of actual personal illness or disability or that of family members, as indicated above.

If an employee is absent for two (2) or more consecutive shifts, the Fire Chief or designee may require a written statement from the attending physician or dentist that the employee is or was incapacitated and unable to perform his/her duties. It is understood that, if such a request is made, the cost of the office visit will be paid by the CITY.

Any employee who is absent on sick leave shall not engage in other work or activities which would conflict with his/her ability to report to work and perform assigned duties. If the employee is unable to perform all regularly assigned duties, consideration shall be given to the employee for utilization in a light duty assignment.

Any use of sick leave for purposes other than those described above, engagement in activities that would delay recovery and prompt return to work or activities that violate the public trust may be considered, on a case-by-case basis, as sick leave abuse. The abuse of sick leave privileges may be considered as a cause for disciplinary action.

Section 2: Sick Leave Upon Resignation.

Employees who resign from the CITY in good standing, after ten (10) years of service, will be eligible for payment of 11.6% of their accumulated sick leave into their tax-free medical reimbursement account (MERP). Payment will be based on the following calculations: Unused sick leave hours times 11.6% times the member's hourly rate. Annual salary divided by 2,080 hours equals hourly rate. Hourly rate times unused sick

leave equals amount due upon retirement.

Example:

- $2160 \text{ hours unused sick leave} \times 11.6\% = 250.56 \text{ hours}$. $\$40,000 \text{ annual salary} \div 2080 \text{ hours} = \$19.23 \text{ hourly rate} \times 250.56 \text{ hours}$

Section 3: Sick Leave Upon Retirement.

Conversely, an employee who retires from the CITY after ten (10) years of service is eligible for payment of 16.2% of their accumulated sick leave into their tax-free Medical Expense Reimbursement Account, unless a cash payment of 11.6% of their accrued sick leave is required by law.

Example:

- $\$50,000 \text{ annual salary} \div 2,080 \text{ hours} = \24.04 .

Beginning October 1, 2019 employees hired to full-time employment on or after October 1, 2009 who retire from the CITY after ten (10) years of service are eligible for payment of 11.6% of their accumulated sick leave into their tax-free Medical Expense Reimbursement Account, unless a cash payment of accrued sick leave is required by law.

Section 4: Sick Leave Accrual and Non-Use Incentive.

The employees will accrue 1 shift (24 hours) per month, or 12 shifts a year, with any unused hours going into the employee's sick leave accrual.

When the employee reaches 60 shifts (1440 hours) of accrued sick leave, the employee's ability to accumulate sick leave will be limited to 6 shifts (144 hours) a year over and above the 1440 hours. At the end of each year, employees can elect to "sell back" any unused hours, over 144. These hours will be multiplied by 16.7% then rounded to the lowest whole hour, multiplied by the hourly wage of yearly salary divided by 2080 to be paid into a tax free Medical Expense Reimbursement Account.

Examples:

- Employee "A" uses no sick leave for the entire year; employee accrues 288 hours, 24 hours may be used to contribute to a tax free Medical Expense Reimbursement Acct by multiplying $144 \text{ hours} \times 16.7\% = 24 \text{ hours} \times \text{hourly wage}$. Employee "A" still has the minimum 144 hours of sick leave accrual.
- Employee "B" uses 3 shifts of sick leave during the year, leaving a balance of 216 hours, employee leaves a minimum balance of 144 hours and uses $72 \text{ hours} \times 16.7\% = 12 \text{ hours}$ for buy back

Any sick leave accrued above 90 shifts (2160 hours) will be automatically cashed out at the end of the year at a rate of 12.5%, rounded to the lowest whole hour, multiplied by salary divided by 2080 to be paid yearly to a tax-free Medical Expense Reimbursement Account (i.e MERP.)

Examples:

- Employee "A" uses no sick leave for the entire year, employee accrues 288 hours multiplied by $12.5\% = 36 \text{ hours}$ buy back
- Employee "B" uses 1 set of sick leave for the entire year, employee accrues 168

hours multiplied by 12.5% = 21 hours buy back

- Employee "C" uses 1 month of sick leave in the year, employee accrues same number of hours as hours used and receives no buy back

For 40-hour employees who have reached the maximum 960 hours of sick leave and maintain the maximum, the CITY will contribute 25% of the amount of annual accrued hours (96 hours) above the 960 hours max into their MERP. . For 40-hour employees who use 30 hours or less of sick during the fiscal year, the CITY will contribute \$200 to their MERP.

All payments will default to employees MERP account unless employee requests the payment to be sent to their VEBA account.

Section 5: Off-the-Job Injury / Illness - Modified Duty

Modified Duty assignment for off-the-job injuries or illness is at the discretion of the Fire Chief. Modified duty may be offered at the time employees treating physician certifies employees will be returning to full duty within 60 days. Modified Duty assignment is for those personnel who are unable to perform their duties due to an off the job situation/ injury/ illness. During the period of modified duty assignment, the members shall work as assigned by the Fire Chief in accordance with the physician's parameters for that member. If modified duty is denied by the Fire Chief, the Union if requested by the employee, may request the City Manager to review the denial decision of the Chief.

Any member of the bargaining unit who is approved for Modified Duty and assigned to a less strenuous position due to health/injury or illness, shall receive all compensation, including fringe benefits and seniority attached to his/her permanent rank, during the period of Modified Duty assignment.

Compensation shall be converted to a 40-hour week format to include hourly rate, vacation, and sick leave accruals/usage. If the member seeking the modified duty assignment is a firefighter, the firefighter will not be eligible for fire threshold pay (FLSA Standards for Firefighter Pay). Upon clearance to return to full duty, the firefighter's vacation and sick leave accrual time will be converted back to the field accruals matrix.

Section 6: On the Job Injury / Illness:

In the event of an injury/illness incurred on the job and covered by Worker's Compensation, the following procedures will apply:

The employee shall utilize accrued sick leave after twelve (12) months (120 shifts) to supplement Worker's Compensation benefits to maintain his/her regular salary insofar as the combined total of Worker's Compensation and sick leave benefit does not exceed 100% of the salary to which he/ she would otherwise be entitled.

To accomplish the above, there is an initial waiting period of five (5) days before workers compensation time loss becomes applicable; days not worked will be charged against the employee's accumulated sick leave and later will be credited when the

employee returns to work. From then on, the employee will be paid the difference between the Worker's Compensation payment and his/her regular pay with the worker retaining the Worker's Compensation check.

If at the end of twelve (12) months (120 shifts) the employee is unable to return to work, shifts missed will be charged to accrued sick leave.

The CITY will continue to pay any health, life, and weekly indemnity premiums on the injured/ill employee. For each month, the employee is receiving pay from the CITY, the employee will receive a month of service credit with PERSI.

Any employee who is on injury/illness leave shall not engage in work or other activities at any time which would conflict with his/her ability to report for work and to perform his/her duties. In no case shall an employee engage in any activity, which would be detrimental to his/her ability to return to work.

The abuse of injury/illness leave privileges may be considered as cause for disciplinary action. The employee must notify the Fire Chief as to the status of his/her injury/illness at least monthly and after visits with his/her physicians.

Employees who have not accumulated adequate sick leave for on-the-job injury/illness shall be given leave without pay but shall receive and retain any Worker's Compensation time loss payment.

During the period of injury/illness assignment, the member shall work as assigned by the Fire Chief or designee in accordance with the physician's parameters for that member (Modified Duty).

Section 7: Bereavement Leave.

In the event of a death, or the imminent death, in the immediate family of the employee, the employee will be granted 72 hours off with pay. The 72 hours shall be taken within 6 months of the death. Hardship cases for death in the family due to unusual circumstances may be approved by the Fire Chief.

Such additional time off is to be charged in the following order:

- a. Accumulated sick leave.
- b. Accumulated vacation time.
- c. Compensatory Time.
- d. Leave of absence without pay.

The immediate family shall be defined as the spouse or domestic partner; spouses of children, children of either spouse; parents of either spouse; grandparents and grandchildren of either spouse; brothers, sisters (including stepbrothers and sisters and half brothers and sisters) and spouses thereof; legal guardians and legal wards; whether living in the same household of the employee or not.

Section 8: Military Leave.

Employees who are members of a reserve component of the Armed Services shall be allowed to be absent from work to attend military training in accordance with the

provisions of Federal and State law. Absent employees will be considered for additional hours during the same work period if hours are available. The employee shall provide advance notice and a copy of orders and/ or published training schedule.

Section 9: Authorized Leave of Absence with Pay.

The temporary separation of an employee from his/her position without loss of pay, benefits and/ or accrual of same due to critical incident exposure. This leave is granted by the Fire Chief when it is in the best interest of the Department that such separation occurs.

Section 10: Family Medical Leave Act.

Refer to administrative policy 1994-01

ARTICLE 13. VACATIONS

Vacations shall be provided for firefighters as follows:

1 through 4 years	120 Hours
5 through 9 years	216 Hours
10 through 14 years	240 Hours
15 through 19 years	264 Hours
20 through 24 years	288 Hours
25 through 29 years	312 Hours
30 or more years	336 Hours

Scheduling of vacation in 12-hour blocks shall occur from 0800 to 2000 or 2000 to 0800.

Vacations shall be provided for 40-hour employees as follows:

1 through 4 years	96 hours
5 through 9 years	120 hours
10 through 14 years	160 hours
15 through 19 years	176 hours
20 through 24 years	200 hours
25 through 29 years	208 hours
30 or more years	216 hours

Employees shall not be allowed to accumulate more than two (2) years of vacation accrual. Upon retirement or separation of employment employees shall only be eligible to receive up to one (1) year of accrual as cash out.

Any covered employee who is terminated from the Department or gives at least two weeks' notice of retirement or separation shall be paid at his/her regular rate of pay for the accrued and accumulated but unused vacation leave.

ARTICLE 14. HOLIDAYS

All members of the Lewiston Fire Department covered by this agreement shall be entitled to payment for twelve (12) holidays: Ninety-six (96) hours per calendar year prorated at the rate of one (1) holiday per month. Holiday pay shall be calculated by dividing the employee's annual salary, including specialty pay by 2,080. It does not include working in a higher classification pay. This holiday amount will be a separate paycheck, received with the employee's second paycheck in October.

40-hour employees shall not receive holiday pay. When a holiday occurs on a day, which is not a regular workday, a 40-hour employee is entitled to a day off as a holiday benefit. 40-hour employees shall be entitled to twelve (12) holidays.

Eleven Holidays shall be as follows:

New Year's Day	Veteran's Day	Idaho Human Rights Day
President's Day	Memorial Day	July 4th
Labor Day	Thanksgiving Day	The day after Thanksgiving
Christmas Eve	Christmas Day	

One (1) holiday will be a personal holiday to be used by the 40-hour employee upon approval of the Fire Chief.

ARTICLE 15. OVERTIME

Section 1. Threshold

Threshold. Threshold will be paid only for hours actually worked in excess of 114 hours in a 15-day work cycle. The threshold overtime rate shall be determined by dividing the employee's annual salary plus specialty premium pay by 2,756 and dividing the results by two (2).

Time compensated by sick leave or vacation shall be counted towards hours worked. Twice during the calendar year threshold does not fall within the CITY determined pay periods.

No threshold will be paid to any personnel during these two periods. Fire Administration will publish a calendar at the beginning of each year showing which two pay periods threshold will not be paid.

Section 2: Overtime

Overtime for 40-hour employees shall be defined as any time worked over eighty (80) hours in a work period as defined in Article 11 as applied to Inspectors. Authorized overtime shall be compensated at a rate of one and one-half times the straight hourly rate.

The overtime rate for all non-40-hour employees shall be one and one-half (1 ½) times their current regular hourly rate for time worked outside of their regularly assigned shifts (120 per year).

Time compensated by sick leave or vacation shall be counted towards hours worked.

Overtime shall be computed as follows:

- Less than one-half ($\frac{1}{2}$) hour- regular overtime rate at one-half($\frac{1}{2}$) hours
- One-half ($\frac{1}{2}$) hour or more shall be computed to a full hour.

Overtime pursuant to this section shall be compensated for at the rate of one and one-half ($1\frac{1}{2}$) times an hourly rate determined by dividing the employee's annual salary plus specialty premium rate by 2,756.

Section 3: Compensatory Time:

If an employee elects to receive compensatory time instead of overtime, that employee shall receive one and one-half hour's compensatory time for each overtime hour worked, with the exception of out of area transports as defined in Article 30. It is understood that the offering of compensatory time is in lieu of overtime for any hours worked outside of regular assigned shifts.

It is understood that an employee may not accrue more than 80 hours of compensatory time for administrative workers (40-hour employees) and 240 hours for 56-hour employees. No employee shall carry more than 120 hours of accrued compensatory time past the quarterly payment dates as indicated in this section. If an employee has accrued compensatory hours in excess of 120 hours at the time of quarterly payout, the CITY shall automatically make a payment for the excess hours to bring the employees accrual down to the 120-hour threshold.

Requests for payment of compensatory time, in lieu of time off, shall only be made 4 times per year: the 2nd pay date in December, the 2nd pay date in March, the 2nd pay date in June, and the 2nd pay date in September. Requests for payments of compensatory time must be received by Finance no later than 10 calendar days prior to the pay dates listed. Requests must be for a minimum of 12 hours. Payments will not be processed for requests less than 12 hours. Payments for compensatory time, in lieu of time off, will be paid at the employees' current hourly rate as indicated in appendix A "salary schedule".

All compensatory time shall be taken at a time of the employee's choosing upon the prior approval of the Fire Chief for as long as such time does not interfere in the efficient operation of the CITY. Absences compensated through use of sick leave, vacation or compensatory time shall be included in hours worked for purposes of paying for hours worked.

Section 4. Callback

An off-shift employee covered by the terms of this agreement shall be subject to callback for emergency duty and shall be paid a minimum of two (2) hours for all calls at one and one-half ($1\frac{1}{2}$) times an hourly rate determined by dividing the employee's annual salary plus specialty premium pay by 2,756.

- Less than one-half ($\frac{1}{2}$) hour shall be computed at the time of one and one-half ($1\frac{1}{2}$) his/her regular rate of pay for one-half($\frac{1}{2}$) hour.

- One-half (½) hour or more shall be computed to that full hour and paid at the rate of one and one-half (1½) of his/her regular rate of pay.

The employee may be required to work the minimum amount of paid time. In case of fire, ambulance call or other emergency, callback pay shall be computed from the time that the employee is contacted by the alarm operator or an authorized Fire Department representative.

Off-shift 40-hour employees called back to work shall be paid a minimum of two hours for each call at one and one-half (1½) times their hourly rate. Compensatory time may be taken as provided above.

Section 5. Holdover

An on-duty employee who is held over beyond the expiration of his/her regular shift which includes on-duty out of area transports shall receive overtime pay. Overtime shall be computed as follows:

- Less than one-half (½) hour - regular overtime rate at one-half (½) hours
- One-half (½) hour or more shall be computed to that full hour.

Overtime pursuant to this section shall be compensated for at the rate of one and one-half (1½) times an hourly rate determined by dividing the employee's annual salary plus specialty premium pay by 2,756.

Section 6. Distribution of Overtime/Callback

Overtime and callback duty assignment shall be equitably distributed whenever possible.

Section 7. North Central Idaho Emergency Response Team Callback

An off-shift employee covered by the terms of this agreement, certified as a Hazardous Materials Technician, who is called back and staffs a response of the North Central Idaho Emergency Response Team on a call approved for cost-recovery reimbursement, at the time of dispatch shall be paid fifty-five dollars (\$55) per hour during the response. The Team Leader who shall direct the activities of the Team during the response and complete the cost-recovery package shall be paid sixty-five dollars (\$65) per hour during the response.

The phrase "during the response" includes the time spent preparing for response, the actual response, and returning vehicles and equipment to service upon return to the Fire Station.

Completion of the cost-recovery package by the off-duty Team Leader shall be compensated at his/her regular overtime rate (one and one-half [1½] times the hourly rate). These rates will be applicable once the rates have been approved through the appropriate state process for the Regional Response Team reimbursement process. If the state were to decide to reduce reimbursement amounts, those amounts will be implemented as the approved reimbursable and payable amounts to response team members.

Section 8. Attendance at NCIERT Training/Meetings:

Attendance at Team training/ meetings approved by the Department shall be compensated at the one and one-half (1½) rate as described in Section 2 of Article 15.

ARTICLE 16. CLOTHING***Section 1: New Employees***

The CITY shall issue a new employee at the time of appointment to CITY employment the following clothing items:

Two (2) pairs of pants

One (1) Class B with appropriate patches

One (1) modified class B w/ LFD embroidery

One (1) pair of boots

One (1) coat with appropriate patches

Two (2) badges, two (2) name plates, two (2) "Serving Since" plates

Exercise apparel

Badges shall be returned upon termination of employment with the CITY.

When a promotion occurs, employee will return previous rank badges and will be issued two (2) badges representing the newly appointed rank.

Section 2: Clothing Allowance

The City shall pay a clothing allowance, which will be paid in the separate Holiday Paycheck during the month of October.

- \$800 to each Full-Time Employee
- \$500 to each Reserve Firefighter

Section 3: Uniform Use and Replacement

The uniform worn by a firefighter shall be as provided by Departmental SOP "Uniform Standards", and SOP "Physical Fitness Standards".

When an employee's uniform becomes damaged or contaminated beyond serviceable use while on duty, with approval of the Fire Chief, the CITY shall be responsible for the replacement of said articles of clothing.

Once Fire Department-provided exercise apparel has been initially issued, members will provide for maintenance and replacement out of their annual clothing allowance.

ARTICLE 17. Travel

Employees will follow CITY Travel Policy 2015-09.

ARTICLE 18. TIME TRADES

With the approval of the Fire Chief or designee, employees shall have the right to trade time on a temporary basis when such change does not interfere with the efficient operation of the Department, provided that the privilege is not abused.

A time trade form is to be sent via email and approved by the duty officer if the request is for more than three (3) hours. Time Trades shall be compensated as provided for in the Fair Labor Standard Act.

An employee assigned to the Prevention Division may trade time on a temporary basis with another employee assigned to the Prevention Division when such change does not interfere with the efficient operation of the Department. A 40-hour employee shall not be permitted to trade time with an employee assigned to the EMS and Suppression Divisions.

ARTICLE 19. EMPLOYEE MEDICAL COVERAGE AND INSURANCE PROGRAM

Section 1: Maintenance of benefits

The employer agrees to maintain the current level, as of January 1, 2019, of medical insurance benefits and to pay one hundred percent (100%) of covered employees medical insurance premiums unless adjustments are made as agreed below.

Section 2: Employee Premium

The employee shall be responsible for paying twenty percent (20%) of the premium for dependent coverage unless adjustments are made as agreed below.

The parties agree to re-open this article should the CITY of Lewiston need to change employee or dependent coverage or increase contributions.

Section 3: Group Life Insurance

The employer agrees to provide group life insurance in the amount of twenty thousand dollars (\$20,000) with an indemnity clause for accidental death of forty thousand dollars (\$40,000) for each covered employee.

Section 4: Agreement to Re-open

Both parties to this contract agree to reopen negotiations in the event the reserve falls below the equivalent of six (6) months premium, or the premium increase is more than ten percent (10%).

Section 5: Medical Benefits Advisory Committee

The CITY convenes the Medical Benefits Advisory Committee, to meet with our health insurance consultants to go over rate increases and/or modifications to coverage. Committee members include non-represented city employees and representatives from the city's three collective bargaining units.

It is understood that changes to health benefits may occur from time to time in the form of rate increases and/or plan modifications in order to keep health insurance costs low while maintaining a high level of health insurance benefits. The employer will ensure that any

contemplated changes to health insurance benefits are reviewed by the UNION prior to acceptance and subsequent implementation.

Section 6: Reserve Firefighters Medical Coverage

All reserve firefighters who meet the following hourly requirements will be eligible for health coverage under Article 19. Pursuant to the Affordable Care Act (ACA), reserve firefighters who work 1,560 hours in twelve (12) consecutive calendar months from January through December (the measurement period) will be eligible for medical coverage for the next twelve (12) consecutive calendar months (the stability period). Reserve firefighters who do not work a minimum 1,560 hours during the stability period will not be eligible to receive medical coverage for the next twelve consecutive calendar months; however, each twelve-month period will constitute a new measurement period to determine eligibility for the following twelve (12) months.

Reserve firefighters must maintain eligible-participant status by working a minimum of twenty-four (24) hours each month. Hours worked by reserve firefighters will be managed by the Lewiston Fire Department and continued participation will be contingent on meeting minimum hours worked requirements. Medical premiums for reserve firefighters will be taken out of the second pay period that an employee receives pay during each calendar month.

Section 7. Post Retirement Insurance:

The CITY will continue its post-retirement healthcare program, per the plan document, for the duration of this agreement.

Section 8. Continuation of Health Coverage (COBRA)

The CITY recognizes that the Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees specific rights of continuation of health coverage. The premium charged for COBRA participation in the group health program shall be 102% of the rates paid by the rest of the City employees.

ARTICLE 20. VACANCIES AND PROMOTIONS

Section 1: Promotional List

When a vacancy occurs in a position, and a promotional list is available it shall be filled within sixty (60) days of the time of official severance of the member from the Fire Department, unless management has decided to reduce the work force or to reorganize. If a list is not available, the Fire Chief and the UNION will meet to determine an appropriate timeline.

Section 2: Vacancies

All vacancies in Battalion Chief, Captain and Engineer positions within the Fire Department shall be filled from promotional lists established by examination scores. Placement on a promotional list shall be determined by the Testing Committee based on examination scores. The term examination refers to a combination of one or more individual selection techniques. The promotional list shall be valid for twenty-four (24) months from the date of the last examination for that position.

The names of the top three candidates on the promotional list will be submitted to the fire chief to fill the vacancy, including tie scores. For each additional vacant position, one additional name from the promotion list will be added for consideration. The Fire Chief may conduct interviews of the top three candidates to fill the vacant position.

Section 3: Promotional Examinations

Examinations will be given on a cyclic basis every two years with the examinations alternating to have Captains and Firefighters on even years and the Battalion Chiefs and Engineers on odd years. The examinations will be given to those eligible for promotion consistent with the following:

Battalion Chief - Any individual holding the non-probationary rank of Captain in the Lewiston Fire Department. The selected candidate must complete ICS 400 or equivalency during their probationary period.

Captain- Engineer with no less than six (6) years full-time experience or a, Firefighter with no less than eight (8) years full-time experience in the Lewiston Fire Department. The selected candidate must complete ICS 300 or equivalency during their probationary period.

Engineer - Firefighter with no less than three (3) years full-time experience in the Lewiston Fire Department.

Those members who will become eligible during the life of the promotional list (24 months) will be allowed to take the test. Those members who test and haven't met eligibility will not be placed on the promotional list until they reach their eligibility date or there are no other eligible candidates on the list. When added to the list, members will be placed in the proper ranking order based on their test scores. The CITY and UNION agree to meet and adjust examination eligibility requirements for positions when sufficient qualified candidates are not available. The Testing Committee shall determine whether sufficient qualified candidates are available.

Employees reduced in rank as a result of reorganization or reduction in force will not be subject to this procedure if they have previously held the higher ranks, unless demoted through the disciplinary procedures.

Section 4: Hiring of Firefighter Rank

Hiring of personnel in Firefighter positions will be at the discretion of the CITY.

Section 5: Promotional Examination Committee

Promotional examinations shall be established by a Committee consisting of two (2) Union and two (2) management members. Decisions made by this Committee shall be binding on both parties except in the event of an impasse. In this case, the Fire Chief shall cast the tie-breaking vote. The Committee shall be responsible for administering the examinations. Examinations will be consistent with the following:

- The examination shall not include any material or equipment not available to Department members.

- A bibliography of material, which may be the subject of the examination, shall be distributed via Directional Memo and posted on appropriate bulletin boards at least thirty (30) days prior to the examination.
- Notice of examination shall be distributed via Directional Memo and posted on appropriate bulletin boards forty (40) days prior to the examination.

The testing committee will determine the method of examination and the composition of the selection boards essential to the process. In the event the testing committee deems the assessment center technique to be a valid method of examination, candidates may be examined by people not employed by the CITY.

Section 6: Promotion Pay Step Level

When an employee is promoted to a position in a higher rank, such employee shall be assigned to the same step level in the higher rank providing for direct vertical movement within the matrix. Upon said promotion, a new anniversary date shall be established for the purpose of future step increases within the new rank.

ARTICLE 21. PERSONNEL REDUCTION

Section 1: Line of Progression

In the event of a reduction in the Fire Department work force, the employee with the least departmental seniority shall be released first. An employee released from his/her regular classification will move back down the line of progression to the classification below his/her, thereby releasing the least senior employee in that classification, who in turn shall move to the classification below him/her until such time as the least senior employee in the Department is laid off.

Section 2: Reduction Below Firefighter

No Firefighter in the bargaining unit shall be reduced to a classification below Firefighter once he/she has attained that rank or higher.

Section 3: Notification of Layoff

In following the above procedure, the employee who is laid off shall be given fourteen (14) calendar days notice.

Section 4: Recall of Laid off employees

Employees will be recalled in inverse order of seniority in which they were laid off. The CITY shall not be required to recall to work any particular number of employees, but no new employees will be hired until all laid-off employees have been given the opportunity to return to work. Laid-off employees shall have thirty (30) calendar days within which to return to work after official notification. Laid-off employees who are recalled to work shall be notified to return to work by the City Manager or designee by registered or certified mail.

Section 5: Recall Progression

If employees are recalled to work after lay-off, they shall be moved back up the line of progression in the inverse order of the reduction until such time as each recalled Firefighter has attained the classification, he/ she held at the time of lay-off.

Section 6: Prevention Reduction in Force

In the event of a reduction in the Fire Department work force, employees in the Prevention Division may be laid off separately from employees assigned to the EMS and Suppression Divisions. Lay-offs shall occur pursuant to position or classification seniority.

ARTICLE 22. SUBPOENA LEAVE

UNION employees who are subpoenaed to appear as a witness, in any case involving their CITY employment, shall be granted a leave of absence with pay upon presentation of the subpoena to the Fire Chief. Said employee shall receive in accordance with provisions of this agreement, pay at his/her regular hourly rate for the time served, provided the employee remits to the CITY, as soon as possible, all fees received by the employee for such duties. Compensation for mileage or subsistence allowance shall not be considered as a fee and shall be retained by the employee.

ARTICLE 23. JURY DUTY

UNION employees required to report for jury duty shall be granted leave for such purpose, upon presentation of Jury Notice to the Fire Chief. Said employee shall receive full pay at his/her regular salary schedule for the time served on jury, provided the employee remits to the CITY, as soon as possible, all fees received by the employee for such duties. Compensation for mileage or subsistence allowances shall be considered as a fee and shall be retained by the employee. This provision will not apply to off-duty personnel.

ARTICLE 24. NEGOTIATION FOR RENEWAL

Negotiations for renewal of this agreement shall commence on or about February 1, 2024. A written notification by either party shall start the procedure. Either the UNION or the CITY may request negotiations for a succeeding term by notifying the other party in writing by 30 days prior to February 1, 2024. The party receiving such notice shall acknowledge receipt of the notice in writing. After notification is given, the CITY and the UNION shall schedule an initial negotiation session at a mutually convenient time.

Negotiations shall be carried on between a committee from the UNION and the CITY. The CITY and the UNION shall each prepare an update to the compensation plan prior to starting negotiations.

If the collective bargaining process is not completed by the expiration of this agreement, an impasse will be declared where any, and all, unresolved issues shall be presented to a fact-finding commission. The parties may mutually agree to a one (1) time extension of the bargaining process so long as both parties are negotiating in good faith toward another agreement. The procedures for fact finding shall be in strict accordance with Idaho Code sections 44-1805 to 44-1810. Pursuant to statute, the recommendations of the fact-finding commission shall be binding on the CITY and the UNION. So long as the parties are negotiating in good faith toward another agreement, management shall make no change in wages, hours or working conditions for a period of sixty (60) days following expiration of

this agreement.

ARTICLE 25. WORKING IN A HIGHER CLASSIFICATION

Section 1: Out of Classification Pay

When a regular employee covered by this agreement is required to accept the responsibilities of and carry out the duties of a position/rank immediately above that which he/ she normally holds, the employee shall be paid out of classification based on the hourly rate. Out of classification pay hourly rates shall be 9% above their current pay rate.

Vacancies of four (4) hours or less may be filled by those personnel in the station where the vacancy exists by those eligible for working in a higher classification.

In the event an employee is assigned to two (2) pay grades or position/rank above that which he/she normally holds, such employee shall receive 18% above their current pay rate. .

Section 2: Prevention

Any employee assigned to the Prevention Division shall not be entitled to working in a higher classification pay.

Section 3: Temporary vacancies

When there is a temporary vacancy in the positions of Battalion Chief, Captain or Engineer, the Fire Chief determines if the vacancy needs to be filled on a temporary basis. The Fire Chief or designee may appoint, on a temporary basis, the most senior employee who has completed the tasks identified by SOP for working out of classification for that position .

Section 4: Break in time

Vacation or sick leave is considered a break in time for purposes of working in a higher classification.

ARTICLE 26. SENIORITY

Section 1: Definition- City Seniority

CITY Seniority. CITY seniority shall mean the length of service with the CITY, irrespective of departmental jurisdiction.

Section 2: Definition- Departmental Seniority

Departmental Seniority. Departmental seniority shall mean the length of an employee's service in one particular department.

Section 3: Definition- Position or Classification Seniority

Position or Classification Seniority. Position or classification seniority shall mean the length of service when an employee is permanently assigned to a position or classification within a department.

Section 4: *Transfer seniority*

In the event an employee voluntarily transfers from one department to another, said employee shall acquire a new seniority date under departmental seniority as provided in Section 2 above. This applies to CITY seniority, departmental seniority, and position and classification seniority only, and shall not affect the computation for vacation benefits or any other computation of benefits where the total number of years with the CITY is used.

ARTICLE 27. MISCELLANEOUS

Section 1: *Regular and Customary work*

Employees may be required to perform daily routine work in connection with maintaining the buildings in which they are stationed and the grounds on which such buildings are located. For the purposes of this section, such work shall not include the kind of work which is normally performed by building tradesmen or that requires a building permit. However, this shall not prevent an employee from participating in this kind of work on an individual basis if he/she so desires.

Section 2: *Personnel Files*

Employee Personnel Files: Employees shall have only one official personnel file which is maintained by Human Resources (HR). Files are scanned in HR and stored electronically with most documents available to the employee through Employee Self-Serve (ESS) in Munis. Employees may request a copy of any document from their own personnel file at any time via email from the employee's CITY provided email or they may pick up, in person, an electronic storage device from HR containing their entire personnel file. HR cannot email documents to an unverified personal email. Departmental satellite files must not contain any documents (not in the official personnel file) for a period of more than one year or until the next evaluation is completed.

Section 3. *Tuition Reimbursement:*

Refer to City policy section 1504

Section 4 *Long Term Disability Plan:*

The CITY will process a monthly payroll deduction for all Lewiston Fire Department employees enrolled in the Washington State Council of Firefighters Long Term Disability Plan. The payment will be deducted from the first pay period of each month for the current month's coverage for as long as the UNION remains in the plan.

ARTICLE 28. JOINT SAFETY PROGRAM

Section 1: *Joint Safety Committee*

It is the desire of the CITY and the UNION to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as many accidents, deaths, injury and illness as possible in the fire service.

Protective devices, wearing apparel and other equipment necessary for the safety of employees shall be provided by the CITY at no cost to the employee, and shall be worn by the employee when required by Department rules or policies.

A Joint Safety Committee comprised of two (2) members from the UNION and two (2) members appointed by the CITY will be responsible for continuing the Department Safety Program. Safety Committee members who are on duty at the time of the meetings shall be granted time to attend such meetings without loss of pay.

The Committee shall have the right to inspect Fire Department facilities at reasonable times. Three (3) members of the Committee shall constitute a quorum, and reports and recommendations may be adopted by a majority vote of those present at a regular or specially called meeting. No proxy voting shall be permitted. The Committee may adopt further bylaws and rules of conduct of its meetings.

Section 2: Safety Committee Duties

The Joint Safety Committee shall have the following duties:

Investigate accidents involving Fire Department personnel or equipment and to make findings and adopt reports as to the cause thereof.

Inspect Fire Department facilities and equipment to detect hazardous conditions and to make reports and recommendations thereon.

Recommend changes or additions to the firefighters' protective equipment and apparel.

Section 3: Safety Committee Recommendations

All recommendations of the Joint Safety Committee shall be submitted to the Fire Chief or designee, in writing. The Fire Chief or designee shall respond to the Committee in writing within fifteen (15) working days outlining the action to be taken, if any, and the reasons thereof.

Section 4: Written Statement of rejection

In the event that a recommendation is rejected by management, a written statement of the reasons for such rejection shall be delivered by management to the Joint Safety Committee within thirty (30) days after Committee recommendation.

Section 5: Accident and injury records

A record shall be maintained by the Fire Department of all accidents, injuries and job-related illnesses arising out of the Department. Copies of such records, and any accident reports made by the CITY to any State agency, shall be available to the Joint Safety Committee upon request, excluding infection control/ exposure reports.

Infection control exposures are only seen by the dedicated infection control officer or alternate.

ARTICLE 29. CONTINUATION OF WORK

Section 1: No Strikes

The UNION agrees that there shall be no strikes during the term of this agreement, as provided by Idaho Code 44-1811.

Section 2: No Lockouts

There shall be no lockout of employees within the bargaining unit by the CITY during the term of this agreement.

Section 3: Picket Lines during City Business

Employees within the bargaining unit, while acting in the scope of their employment, shall not honor any picket line established by any other labor organization when called upon to cross such picket line for CITY business in emergency situations.

Section 4: Work Stoppages

The UNION shall not cause or condone any work stoppage, refusal to perform customarily assigned duties, or sick leave absences which are not bona fide during the term of this agreement, and if such occur, the Union agrees to take appropriate action to end such interference.

Section 5: City recognition of strike or work stoppage

Nothing herein shall be deemed as recognition by the CITY of any right to strike or to engage in work stoppage or slowdown at any time.

ARTICLE 30. OUT-OF-AREA AMBULANCE TRANSFER (OOAT) CALLS

Section 1: OOAT Compensation

Any employee who completes an ambulance transfer shall be paid for the time of the transfer at the overtime rate or double compensatory time, but not less than one hundred and sixty dollars (\$160) per transfer. In the event full-time employees are unable or unwilling to accept a transfer assignment, one (1) Reserve Firefighter, or any other member of the Suppression or EMS Division may be utilized.

A member of the Prevention Division shall not be assigned to out-of-area ambulance transfers.

Section 2: OOAT Not Completed

Members assigned to an out-of-area ambulance transfer that is not completed or has been cancelled shall be compensated at their overtime rate for the time spent in attempting to complete the out-of-area transfer.

Section 3: On Duty OOAT and Per-Diem

If on-duty personnel are assigned to an out-of-area ambulance transfer (the transfer originates during the regular assigned duty shift), personnel shall be provided cash per diem of \$10 (ten dollars) for breakfast or \$15 (fifteen dollars) for lunch or dinner. The breakfast time frames shall be from 0200 to 0800 hours for departures therein. All other times will be paid at the lunch or dinner rate of \$15 (fifteen dollars).

If on-duty personnel are assigned to an out-of-area ambulance transfer, the personnel hired back for replacement of the on-duty personnel shall be paid at the minimum contained in Section 1.

If on-duty personnel are unable to complete an out-of-area transfer, the personnel hired back for replacement shall be paid at the rate established under Section 2 of this Article.

ARTICLE 31. SOCIAL SECURITY REPLACEMENT

The CITY shall match the percentage of wages contributed to a 401(k) qualified retirement account as agreed upon by the CITY and the UNION, for all full-time personnel, by each such member up to a six and two-tenths percent (6.2%) of Composite Pay, as a replacement for the amount formerly contributed by the CITY for such member's Social Security coverage.

The six and two-tenths percent (6.2%) shall only be matched on Composite Pay up to the maximum Social Security taxable earnings amount.

The parties agree that the six and two-tenths percent (6.2%) matching by the CITY shall be a fixed amount and shall not ever be increased regardless of whether the CITY Social Security Obligation for general employees is increased.

The CITY shall match the percentage of wages contributed to a 401(a) qualified retirement account as agreed upon by the CITY and the UNION for all Reserve Firefighters at a 6.2% rate.

Once a Reserve Firefighter becomes PERSI eligible, they may opt to move their 6.2% from the 401 (a) qualified retirement account agreed upon by the CITY and the UNION to the 401 (k) qualified retirement account agreed upon by the CITY and the UNION.

If a Reserve Firefighter so chooses, they must notify fire administration to complete the necessary paperwork. The match into the 401(k) will not begin until the necessary paperwork has been received by human resources. In the event the Social Security obligation for general employees is reduced, the matching contribution to members shall reflect the mandated employer Social Security contribution then in effect.

ARTICLE 32. CITY BUDGET INFORMATION

The CITY shall furnish, at no expense to the UNION, one copy of the preliminary budget and one copy of the complete, recognized and approved operating City budget for each fiscal year.

ARTICLE 33. RESIDENCY REQUIREMENT

All covered employees are encouraged to live within the city limits. Those residing

outside the CITY shall be within thirty (30) minutes of the city limits. Reserve Firefighters are exempt from residency requirements.

ARTICLE 34. RESERVE FIREFIGHTERS

Section 1: Utilization

Reserve Firefighters (part-time employees) will fill only tailboard and ambulance attendance positions and will be utilized in the following manner:

Under normal conditions, Reservists will be hired to cover vacancies among full-time personnel created by vacation, illness, injury, training, UNION business, jury duty, subpoena leave, leaves of absence not in excess of sixty (60) days, public education, fill vacancies in permanent positions while awaiting new hiring, and/ or special assignments as agreed upon by both parties on a case-by-case basis.

In emergency conditions, additional Reserve Firefighters may be hired back at the discretion of the Fire Chief or designee when off-duty personnel are called to an emergency, to supplement coverage of stations and equipment, to perform salvage and overhaul operations, returning equipment and apparatus to service, to perform fire watch at a fire scene or when additional personnel are required because of the length of the fire response.

Section 2: Applicable CLA Provisions

The following provisions of this agreement shall apply to Reserve Firefighters:

Article 1	<i>Recognition</i>	Article 2	<i>Union Security</i>
Article 3, Section 3	<i>Probationary Period</i>	Article 5	<i>Prevailing Rights</i>
Article 6	<i>Working Rights</i>	Article 7	<i>Non-Discrimination</i>
Article 8	<i>Management Rights</i>	Article 9	<i>Grievance Committee</i>
Article 10	<i>Wages</i>	Article 11	<i>Hours (as PT employee)</i>
Article 12, Section 8	<i>Leave</i>	Article 15	<i>Overtime</i>
Article 16	<i>Clothing</i>	Article 17	<i>Mileage</i>
Article 19	<i>Medical Coverage</i>	Article 21	<i>Personnel Reduction</i>
Article 22	<i>Subpoena Leave</i>	Article 26	<i>Seniority</i>
Article 27	<i>Misc.</i>	Article 29	<i>Continuation of Work</i>
Article 30	<i>Out of Area Transport</i>	Article 33	<i>Residency Requirements</i>
Article 35	<i>Physical Fitness</i>	Article 37	<i>Savings Clause</i>
Article 38	<i>Term of Agreement</i>		

Section 3: Required Training

Reserve Firefighters are required to complete six (6) hours of training within thirty (30) days or twelve (12) hours of training within sixty (60) days prior to being utilized.

Section 4: Prevention

A Reserve Firefighter will not act as a Fire Inspector.

Section 5: Reserve Firefighter Wages

Reserve Firefighter Pay Plan (Wage is calculated per hour)			
Effective 10/01/2018	% of FF Step 1		
Reserve Firefighter Trainee*			
Year 1 - Probationary	80%		
Years 2-3	83%		
Years 4-5	87%		
Years 6+	90%		

*No certification pay will be paid until successful completion of the Fire Academy and/or EMS Class.

The CITY will pay all PERSI employer contributions. The Reserve Firefighter will be responsible for PERSI Employee contributions if applicable. The Reserve Firefighter must comply with all PERSI requirements.

The CITY will provide a \$20,000.00 life insurance policy for all Reserve Firefighters.

ARTICLE 35. PHYSICAL FITNESS

All employees covered by this agreement who are assigned to the Suppression and EMS Divisions shall participate in the mutually agreed upon program along with mandatory participation to include assessments. The parties shall establish standards for assessments with a plan of action to be drawn up for not meeting the standard. Physical examinations are to be provided by the CITY. Requirements for said exams will be established jointly by the Fire Chief and the UNION. Both parties agree that accommodations shall be made for individuals with qualifying disabilities or temporary health conditions, which limit the individual's ability to maintain fitness standards.

ARTICLE 36. ALCOHOL AND SUBSTANCE ABUSE POLICY

As provided in the City of Lewiston Alcohol and Substance Abuse Policy, Administrative Policy 2013-05. Where the policy references II drivers, it means those personnel who must carry a Commercial Drivers' License (CDL) for operation of commercial vehicles.

The CITY recognizes that Fire Department employees are exempt from having to possess a CDL and are not accountable to policy references for "drivers." Where the policy references "vehicle operators" it means all personnel, who operate a CITY-owned vehicle. All "vehicle operators" policy references are accountable as noted.

ARTICLE 37. SAVING CLAUSE

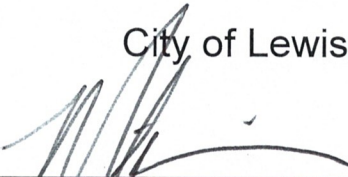
If any provision of this agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in force and effect.

ARTICLE 38. TERM OF AGREEMENT

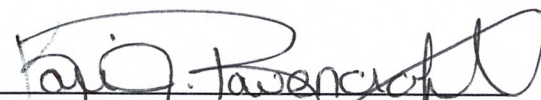
This agreement shall be effective as of October 1, 2021 until September 30, 2024
 So long as the parties are negotiating in good faith toward another agreement, management shall make no change in wages, hours or working conditions for a period of sixty (60) days following expiration of this agreement.

MOUs identified as still applicable under this contract include: NONE.

City of Lewiston


 Michael Collins, Mayor

ATTEST:

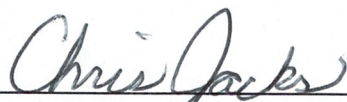

 Kari Ravencroft, City Clerk



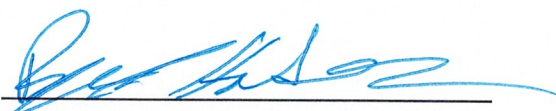


Alan Nygaard, City Manager

Lewiston Firefighters Local 1773
International Association of Firefighters



Chris Jacks, President



Ryan Rhodes, Secretary

CITY OF LEWISTON - Includes 2.2% COLA**FIRE SALARY SCHEDULE (Effective 10/1/21) - 1% Market Adjustment, 3% Step Increase, Promotional Rates of 9%, 9% and 9%****Inspectors are 16.5% Above Corresponding Firefighter Step****YEAR 1 - EFFECTIVE 10/1/21**

NO ALS											
	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
10	Battalion Chief ----- >	70,914.26	73,041.68	75,232.93	77,489.92	79,814.62	82,209.06	84,675.33	87,215.59	89,832.06	92,527.02
	Increase - Step		3%	3%	3%	3%	3%	3%	3%	3%	3%
	Increase - Promotional	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
	Bi-weekly	2,727.47	2,809.30	2,893.57	2,980.38	3,069.79	3,161.89	3,256.74	3,354.45	3,455.08	3,558.73
	Hourly rate	24.352	25.083	25.835	26.611	27.409	28.231	29.078	29.950	30.849	31.77
	OT Rate	38.596	39.754	40.947	42.175	43.440	44.744	46.086	47.469	48.893	50.36
9	Captain ----- >	65,058.95	67,010.72	69,021.04	71,091.67	73,224.42	75,421.15	77,683.79	80,014.30	82,414.73	84,887.17
	Increase - Step		3%	3%	3%	3%	3%	3%	3%	3%	3%
	Increase - Promotional	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
	Bi-weekly	2,502.27	2,577.34	2,654.66	2,734.30	2,816.32	2,900.81	2,987.84	3,077.47	3,169.80	3,264.89
	Hourly rate	22.342	23.012	23.702	24.413	25.146	25.900	26.677	27.477	28.302	29.15
	OT Rate	35.409	36.472	37.566	38.693	39.854	41.049	42.281	43.549	44.856	46.20
8	Engineer ----- >	59,687.11	61,477.72	63,322.06	65,221.72	67,178.37	69,193.72	71,269.53	73,407.62	75,609.85	77,878.14
	Increase - Step		3%	3%	3%	3%	3%	3%	3%	3%	3%
	Increase - Promotional	9%	9%	9%	9%	9%	9%	9%	9%	9%	9%
	Bi-weekly	2,295.66	2,364.53	2,435.46	2,508.53	2,583.78	2,661.30	2,741.14	2,823.37	2,908.07	2,995.31
	Hourly rate	20.497	21.112	21.745	22.398	23.069	23.762	24.474	25.209	25.965	26.74
	OT Rate	32.486	33.460	34.464	35.498	36.563	37.660	38.790	39.953	41.152	42.39
7	Firefighter ----- >	54,758.82	56,401.58	58,093.63	59,836.44	61,631.53	63,480.48	65,384.89	67,346.44	69,366.83	71,447.84
	Increase - Step		3%	3%	3%	3%	3%	3%	3%	3%	3%
	Bi-weekly	2,106.11	2,169.29	2,234.37	2,301.40	2,370.44	2,441.56	2,514.80	2,590.25	2,667.96	2,747.99
	Hourly rate	18.805	19.369	19.950	20.548	21.165	21.800	22.454	23.127	23.821	24.54
	OT Rate	29.803	30.698	31.618	32.567	33.544	34.550	35.587	36.654	37.754	38.89
6	Inspector -- > Not eligible for ALS	63,794.02	65,707.84	67,679.08	69,709.45	71,800.73	73,954.76	76,173.40	78,458.60	80,812.36	83,236.73
	Bi-weekly	2,453.616	2,527.22	2,603.04	2,681.13	2,761.57	2,844.41	2,929.75	3,017.64	3,108.17	3,201.41
	Hourly rate (40hrs/week)	30.670	31.590	32.538	33.514	34.520	35.555	36.622	37.720	38.852	40.02
WITH ALS ALS = 10% of Step 10 Firefighter rate											
	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
110	Battalion Chief ----- >	78,059.04	80,186.47	82,377.72	84,634.71	86,959.40	89,353.84	91,820.11	94,360.37	96,976.84	99,671.80
	Bi-weekly	3,002.27	3,084.09	3,168.37	3,255.18	3,344.59	3,436.69	3,531.54	3,629.25	3,729.88	3,833.53
	Hourly rate	26.806	27.537	28.289	29.064	29.862	30.685	31.532	32.404	33.302	34.23
	OT Rate	42.485	43.643	44.835	46.064	47.329	48.632	49.975	51.357	52.781	54.25
109	Captain ----- >	72,203.73	74,155.50	76,165.82	78,236.46	80,369.21	82,565.94	84,828.57	87,159.09	89,559.52	92,031.96
	Bi-weekly	2,777.07	2,852.13	2,929.45	3,009.09	3,091.12	3,175.61	3,262.64	3,352.27	3,444.60	3,539.69
	Hourly rate	24.795	25.465	26.156	26.867	27.599	28.354	29.131	29.931	30.755	31.60
	OT Rate	39.298	40.360	41.455	42.582	43.742	44.938	46.169	47.438	48.744	50.09
108	Engineer ----- >	66,831.89	68,622.51	70,466.84	72,366.50	74,323.15	76,338.50	78,414.31	80,552.40	82,754.63	85,022.92
	Bi-weekly	2,570.46	2,639.33	2,710.26	2,783.33	2,858.58	2,936.10	3,015.94	3,098.17	3,182.87	3,270.11
	Hourly rate	22.951	23.565	24.199	24.851	25.523	26.215	26.928	27.662	28.418	29.20
	OT Rate	36.374	37.349	38.353	39.387	40.452	41.549	42.678	43.842	45.041	46.28
107	Firefighter ----- >	61,903.60	63,546.36	65,238.41	66,981.22	68,776.31	70,625.26	72,529.67	74,491.22	76,511.61	78,592.62
	Bi-weekly	2,380.91	2,444.09	2,509.17	2,576.20	2,645.24	2,716.36	2,789.60	2,865.05	2,942.75	3,022.79
	Hourly rate	21.258	21.822	22.403	23.002	23.618	24.253	24.907	25.581	26.275	26.99
	OT Rate	33.692	34.586	35.507	36.456	37.433	38.439	39.476	40.543	41.643	42.78

***Payscale Model Requested by Fire Union

***Includes a 1% Market Adjustment

***Includes a 2.2% COLA Adjustment to the base pay grade (FF, Step 1)

***Sets Inspector pay at 16.5% higher than Firefighter

***ALS is 10% of Firefighter Step 10 - As Requested by Fire Union

RESOLUTION 2024-1

A RESOLUTION APPROVING THE AIR SERVICES AGREEMENT BETWEEN UNITED AIRLINES, INC. AND THE CITY OF LEWISTON

WHEREAS, the City of Lewiston (“City”) and Nez Perce County (“County”) jointly own the Lewiston-Nez Perce County Airport (“LWS”), which is managed and operated by a separate entity known as the Lewiston-Nez Perce County Airport Authority (“Airport Authority”);

WHEREAS, United Airlines, Inc. (“United”) is a certified air carrier performing air travel operations within the United States, and between the United States and a number of foreign locations;

WHEREAS, United has been providing non-stop air service between LWS and the Denver International Airport (“DEN”), the largest airport in North America, since October 2021;

WHEREAS, United is the only certified air carrier providing non-stop air service between LWS and DEN;

WHEREAS, the City recognizes the importance of maintaining diverse air service for the public’s ability to travel to and from a variety of destinations nationwide and the City’s economic development;

WHEREAS, the City recognizes that the continuation of non-stop air service between LWS and DEN benefits the general public and is an investment in the economic health and viability of LWS, the City, Nez Perce County, and its surrounding communities;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, the City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain peace, good government, and for the welfare of the City and its trade, commerce, and industry;

WHEREAS, United desires to continue to provide professional air service to LWS and has proposed a minimum revenue guarantee arrangement to ensure the sustainability and viability of its continued operation of non-stop air service between LWS and DEN; and

WHEREAS, the Lewiston City Council desires to enter into the Air Services Agreement between United and the City to memorialize the terms and conditions of the minimum revenue guarantee arrangement and believes that United’s provision of professional air services is in the best interest of the public and will foster economic growth.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The “Air Services Agreement between United Airlines, Inc. and the City of Lewiston” is hereby approved. A copy of said agreement is attached hereto as Exhibit A and incorporated herein.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said agreement.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
WILL BE SUPPLIED ONCE RECEIVED