

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held September 11, 2025

The Bonneville County Fire Protection District No. 1 ("Fire District") held its regular monthly meeting of Commissioners on Thursday the 11th day of September, 2025 at the offices of Nelson Hall Parry Tucker, PLLC, at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 convening at 12:00 p.m. The meeting was broadcast via Zoom with the following Meeting ID No. 828 0482 6311, and Passcode Fire2025.

The following were present:

Commissioners Ralph Isom, Derik Nielsen, David Long, Dana Kirkham, and Tyler Gebbs were present. The following were also present: Attorney Abigail French, District Communications Officer Dick Fowler, Terri Gazdik CPA, Fire Chief Jon Molbert, Fire District Administration Assistant Ashlee Meyer, City of Idaho Falls Fire Department Fire Chief Duane Nelson, Brian Powell, Randy Virgil, Sherry Glick, Greg Foster, Paul Radford (via Zoom), and "iPhone" (via Zoom). Notice of the time, place and purpose was posted at premises of 490 Memorial Drive, Idaho Falls, Idaho, as well as the Fire District website. A copy of the notice and agenda is attached to these minutes.

It was declared that a Quorum of Commissioners were present and due notice of the meeting had been posted in accordance with law.

DISCUSSION AND ACTIONS

1. **Call to Order.** The meeting was called to order at 12:00 p.m. by Chairman Ralph Isom.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held August 14, 2025, were reviewed. A motion to accept the regular meeting minutes was made by Dana Kirkham seconded by David Long. Said motion carried unanimously.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated September 11, 2025, prepared and submitted by Terri Gazdik, was reviewed with a total expenditure of \$38,662.80. Ms. Gazdik reported on the financials and briefly reported on the need to amend the 2024-2025 budget. After discussion, a motion was made by Dana Kirkham and seconded by Derik Nielsen to approve the total expenditure of \$38,662.80 and unanimously accepted.¹

¹ Tyler Gebbs was not present for this vote and therefore did not participate in the vote.

4. **Executive Session.** At approximately 12:09 p.m., Dana Kirkham moved that the commissioners enter into Executive Session pursuant to Idaho Code Sections 74-206(1)(j) and 74-206A(1)(a) to consider labor contract matters and consider a labor contract offer or to formulate a counteroffer and pursuant to Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet litigated but imminently likely to be litigated. The motion was seconded by Derik Nielsen. The motion carried by the following roll call vote: Aye: David Long, Ralph Isom, Dana Kirkham, and Derik Nielsen. Nay- None.²

The Commissioner met in Executive Session on Thursday, September 11, 2025, at the law offices of Nelson Hall Parry Tucker, PLLC located at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402, at approximately 12:10 p.m.

There were present:

- Fire District Communications Officer Dick Fowler
- Attorney Abigail French
- Terri Gazdik, CPA
- Fire Chief Jon Molbert
- Chairman Ralph Ison
- Commissioner Tyler Gebs (at approximately 12:19 p.m.)
- Commissioner David Long
- Commissioner Derik Nielsen
- Commissioner Dana Kirkham

The Executive Session was called pursuant to Idaho Code Sections 74-206(1)(j) and 74-206A(1)(a) to consider labor contract matters and consider a labor contract offer or to formulate a counteroffer as well as pursuant to Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet litigated but imminently likely to be litigated.

At approximately 12:21 p.m., the Executive Session was closed.

5. **Discussion and Reports.** The following items were reviewed and discussed, or actions were taken:
- a) **Operations Report.** District Operations Officer Dick Fowler gave his monthly report, which included:
 - i. Discussion regarding status of E1 custom truck that had been returned from the City of Idaho Falls.

² Tyler Gebs was not present for this vote and therefore did not participate in the vote.

- ii. Brief discussion on the proposed 2025-2026 Collective Bargaining Agreement (“CBA”). Chief Molbert reported that Jason Howard had provided two (2) copies of the proposed CBA and that the Union already executed the CBA. Following discussion, Dana Kirkham moved to approve the proposed CBA and authorize Chairman Isom to execute it on behalf of the Fire District. Said motion was seconded by Derik Nielsen. The motion carried unanimously. A copy of the fully executed CBA is attached to these minutes.
- iii. Mr. Fowler reported that the Fire District’s final ISO evaluation score was 88.3% and commended staff on the score and noted that the result is expected to reduce insurance premiums for Fire District patrons.
- b) Report from City of Idaho Falls Fire Department. Fire Chief Duane Nelson of the City of Idaho Falls Fire Department reported a total of 257 calls, of which 158 were EMS calls, 30 were cancelled enroute, and 69 were all-hazard. Chief Nelson reported that it had been a steady month overall.
- c) Report from Ammon Area Fire Activity. Fire Chief Jon Molbert reported a total of 36 calls, of which 14 were field fires. Chief Molbert also reported that they had been involved with 3 different contract deployments as well as numerous public relations events, i.e. duck race, Ammon Days, and an event at Broulims. Finally, Chief Molbert reported that the Fire District had been assisting with school fire alarms and providing guidance to the schools to better their response.

6. **Public Comment.**

- 1. Greg Foster with CTEC explained his desire to get students into fire departments and desire for students to get some experience.
- 2. Brian Powell, a Bonneville County employee as well as Ammon resident, inquired as to the burn ban currently in place and the requisite procedure for a ban being put in place.
- 3. Randy Virgil briefly made comment on the open burn ban.

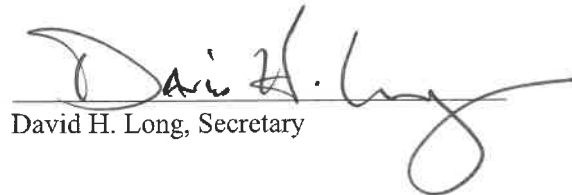
7. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn by Ralph Isom and seconded by Derik Nielsen with unanimous approval around 12:40 p.m.

Approved the 9th day of October, 2025.


Approved by Board Chairman

ATTEST:

The undersigned, as Secretary of the Bonneville County Fire Protection District No. 1, hereby attests that the foregoing minutes were approved by a proper vote of the Board of Commissioners of the Fire Protection District on the 9th day of October, 2025.



David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1
NOTICE AND AGENDA FOR MONTHLY MEETING
September 11, 2025

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID: 828 0482 6311 and Passcode: Fire2025. For those attending in person the number of persons permitted to attend may be limited for safety reasons. Priority for personal attendance shall be given to the five serving Fire District commissioners and other officers of the District.

Notice is hereby given that the Bonneville County Fire Protection District No. 1 ("Fire District") will hold its regularly scheduled monthly meeting on Thursday, September 11, 2025, at the hour of 12:00 o'clock p.m. to be held in the conference room at Nelson Hall Parry Tucker, PLLC., located at 490 Memorial Drive, Suite 200, Idaho Falls, Idaho 83402 and by Zoom, as above mentioned. The Commissioners of the Fire District will take up the following agenda during the meeting:

1. Call to Order and Roll Call by Chairman Ralph Isom.
2. Review and approval of minutes for regular meeting held on August 14, 2025.
Action: Approve minutes of regular meeting held on 8/14/2025.
3. Review and action on September 2025 monthly bills and financial statement for preceding month (Terri Gazdik).
Action: Approve monthly bills and financial report.
4. **EXECUTIVE SESSION:** An executive session will be held immediately following the agenda items above. The executive session will be closed to the public as permitted by law. The executive session has been called pursuant to the provisions of:
 - Idaho Code Section 74-206(1)(j) to consider labor contract matters and/or Idaho Code Section 74-206A(1)(a) to consider a labor contract offer or to formulate a counteroffer;
 - Idaho Code Section 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet litigated but imminently likely to be litigated.**Action: Enter into Executive Session by roll call vote.**
5. Discussion and Reports from District Operations Officer, Fire Chiefs, and legal counsel, including:
 - a. Richard Fowler, Operations Officer, general operations report.
 - (1) General operations report.
 - (2) Consideration of lease of 5590 S 45th W, Idaho Falls, ID 83402 (the "grange"), including possible discussion and action on whether to terminate or renew the lease with current tenant.
Possible Action: Decision regarding grange lease agreement with current tenant.
 - (3) Discussion regarding proposed bargaining agreement with International Association of Fire Fighters (IAFF) Local # 5396, status of negotiations, and possible approval of the proposed draft of the collective bargaining agreement with IAFF local #5396.
Possible Action: Approve proposed collective bargaining agreement with IAFF Local #5396.
 - b. Chief Duane Nelson, report regarding Idaho Falls Fire Department activity and needs.
 - c. Chief Jonathan Molbert, report regarding Ammon Area fire responses activity and needs.
6. Patron and community comments (limited to 5 minutes each)

7. **Summary of Action Items:**

- (a) Approval of August 14, 2025, regular meeting minutes.**
- (b) Approval of monthly bills and financial report.**
- (c) Enter into Executive Session by roll call vote.**
- (d) Decision regarding grange lease agreement with current tenant**
- (e) Approval of proposed collective bargaining agreement with IAFF Local #5396.**

8. **Recess/Adjournment**

Bonneville County Fire Protection District No. 1, Derik M. Nielsen, Dana Kirkham, David H. Long, Ralph Isom, and Tyler Gebbs,
Commissioners.

Bonneville County Fire Protection District #1
Summary of Accounts Payable
September 11, 2025

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Net Amt Due
Nelson Hall Parry Tucker PA	August statement	08/30/25	Upon receipt	6,924.67	6,924.67
Cooper Norman	Inv 186074	8/30/205	Upon receipt	4,565.00	4,565.00
Rocky Mountain Power	S 55th	08/22/25	pd online	104.20	104.20
	2137 S Ammon	09/08/25	pd online	107.59	107.59
	2137 S Ammon	09/08/25	pd online	777.91	777.91
Intermountain Gas	144 S 55th W	08/29/25	pd online	16.11	16.11
	2137 S Ammon	09/03/25	pd online	37.17	37.17
	3575 Brookfield Lane	09/03/25	pd online	16.71	16.71
Cardmember Services	#8581- Ammon	09/07/25	Upon receipt	124.09	124.09
	#4788 Berg	09/07/25	Upon receipt	1,214.06	1,214.06
	#0216 Fowler	09/07/25	Upon receipt	91.44	91.44
	#5644 - Jon	09/07/25	Upon receipt	2,950.64	2,950.64
	#8458 - Keith	09/07/25	Upon receipt	29.95	29.95
ALSCO	LBLA2610454	08/27/25	Upon receipt	211.34	211.34
Bearing & Industrial Sales	Inv 207206-1	08/28/25	Upon receipt	48.76	48.76
BPA Health	Inv 608398	09/01/25	Upon receipt	157.50	157.50
City of Ammon	2137 S Ammon	08/29/25	Upon receipt	187.07	187.07
	3575 Brookfield	08/29/25	Upon receipt	271.91	271.91
D & L Cleaners	August stmt	09/01/25	Upon receipt	182.70	182.70
ICRMP	Inv 08169-2026-1a	09/03/25	Upon receipt	18,059.50	18,059.50
Joe Cook	NREMT reimbursement	08/28/25	Upon receipt	104.00	104.00
O'Reilly	Inv 5592-300950	08/27/25	Upon receipt	62.08	62.08
Pristine Supply	PS19166, PS19340, PS19459	8/1,8/13,8/20	Upon receipt	320.46	320.46
Teton Communications	Inv 30516	08/25/25	Upon receipt	25.80	25.80
T Mobile	Inv 8/21/25	09/19/25	Upon receipt	459.62	459.62
Wex	August stmt	8/31/2025	Upon receipt	1612.52	1612.52
	Total			38,662.80	38,662.80

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	matures 4/14/2026	304,330.81 4.91%
Frontier Credit Union	matures 4/14/2026	270,844.32 4.18%
Mountain America Federal Credit Union	matures 9/20/2026	331,790.97 4.89%
Westmark	matures 10/2/25	304,147.95 1.50%
Citizens Community Bank/Glacier	matures 5/27/2026	298,768.91 3.50%
Lookout CU	matures 2/14/26	287,558.18 4.00%
Bank of Commerce CD #6216	matures 6/11/26	314,351.59 3.74%
Connections CU CD	matures 6/13/26	301,720.02 4.07%
DL Evans	matures 4/30/2026	289,513.49 4.18%
LGIP		4,947,444.09 4.34%
Stifel		554,440.47 3.85%
Connections savings		31.37
Frontier savings		8.50
Idaho Central Credit Union Savings		25.00
Mountain America Federal Credit Union		1.00
Westmark Savings		25.28
Lookout Credit Union savings		25.70
Lookout Credit Union savings		25.08
Bank of Commerce savings		50,593.64 0.50%
Bank of Commerce		248,334.90
TOTAL		8,503,981.27

Fiscal year	2024-2025
City of Idaho Falls payments	
Due	
October x	437,078.72
January x	437,078.27
April x	437,078.50
July x	437,078.50
Total	1,748,313.99

Authorization to pay bills



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BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

Profit & Loss Budget vs. Actual

09/10/25

October 2024 through August 2025

Accrual Basis

	Oct '24 - Aug 25	Budget	\$ Over Budget	% of Budget
Income				
400.00 · Tax Revenues	4,504,111.07	3,851,390.90	652,720.17	116.9%
4030.00 · Proceeds from Sale of Assets	0.00	0.00	0.00	0.0%
4040.00 · Gain/loss on investments	0.00	0.00	0.00	0.0%
410.00 · Interest Income	322,021.08	302,500.00	19,521.08	106.5%
420.00 · Miscellaneous Income	129,418.65	164,375.75	-34,957.10	78.7%
440.00 · Grant Proceeds	0.00	0.00	0.00	0.0%
Total Income	4,955,550.80	4,318,266.65	637,284.15	114.8%
Expense				
500.00 · Advertising				
501.02 · Public Relations - Ammon	6,196.67	0.00	6,196.67	100.0%
502.02 · Fire Prevention - Ammon	1,360.00	0.00	1,360.00	100.0%
503.02 · Notices & Publications - Ammon	0.00	0.00	0.00	0.0%
500.00 · Advertising - Other	2,650.00	9,166.67	-6,516.67	28.9%
Total 500.00 · Advertising	10,206.67	9,166.67	1,040.00	111.3%
505.00 · Auto - Fuel & Oil	19,018.15	18,333.33	684.82	103.7%
510.00 · Bank Charges	162.83	0.00	162.83	100.0%
520.00 · Capital Outlay	526,145.69	91,665.00	434,480.69	574.0%
530.00 · Travel	12,141.23	0.00	12,141.23	100.0%
535.00 · Dues & Subscriptions	1,816.75	4,580.00	-2,763.25	39.7%
542.00 · Equipment Rent	0.00	0.00	0.00	0.0%
550.00 · Ins - Fire, Auto & Liab.	15,650.50	12,500.00	3,150.50	125.2%
565.00 · Interest	0.00	0.00	0.00	0.0%
568.00 · Audit Fees	18,950.00	20,000.00	-1,050.00	94.8%
569.00 · Accounting Costs	56,307.00	57,750.00	-1,443.00	97.5%
570.00 · Legal Costs	61,308.52	66,000.00	-4,691.48	92.9%
571.00 · Consulting Services - Website	0.00	0.00	0.00	0.0%
572.00 · Contract Services - Fires	494.68	0.00	494.68	100.0%
574.00 · Contract Services-Machine Hire	0.00	0.00	0.00	0.0%
575.00 · Building Maintenance/Operation	13,201.98	18,340.00	-5,138.02	72.0%
576.00 · Ground Repair & Maint	18,366.82	0.00	18,366.82	100.0%
580.00 · Miscellaneous	2,337.76	0.00	2,337.76	100.0%
581.02 · Clothing & Uniforms - Ammon	10,083.55	0.00	10,083.55	100.0%
582.02 · Personal Protective Equip-Ammon	16,347.00	0.00	16,347.00	100.0%
583.02 · Postage - Ammon	408.80	0.00	408.80	100.0%
584.02 · Health & Safety - Ammon	0.00	0.00	0.00	0.0%
585.00 · Office Supplies/Expense	502.84	0.00	502.84	100.0%
586.00 · Training & Certification	13,794.18	6,875.00	6,919.18	200.6%
615.00 · Repairs & Maint - Equipment	15,343.04	44,917.00	-29,573.96	34.2%
616.00 · Vehicle Repair & Maintenance	27,808.99	0.00	27,808.99	100.0%
625.00 · Supplies	19,333.19	59,600.00	-40,266.81	32.4%
630.00 · Taxes & Licenses	1,247.50	0.00	1,247.50	100.0%
640.00 · Utilities	24,763.36	22,917.00	1,846.36	108.1%
644 · Payroll, Benefits, & Taxes				
645.00 · Wages & Salaries	1,345,274.42	1,541,429.00	-196,154.58	87.3%
647.00 · Employee Benefits				
648.00 · Insurances - Employee	275,936.32	225,500.00	50,436.32	122.4%
648.11 · HSA	26,736.39	26,400.00	336.39	101.3%
648.12 · PERSI	176,022.97	165,000.00	11,022.97	106.7%
648.13 · HRA	8,978.81	22,000.00	-13,021.19	40.8%
648.14 · Phone Reim	0.00	0.00	0.00	0.0%
647.00 · Employee Benefits - Other	862.50	0.00	862.50	100.0%
Total 647.00 · Employee Benefits	488,536.99	438,900.00	49,636.99	111.3%
650.00 · Wages - Tax Employer	100,632.85	114,400.00	-13,767.15	88.0%
644 · Payroll, Benefits, & Taxes - Other	0.00	0.00	0.00	0.0%
Total 644 · Payroll, Benefits, & Taxes	1,934,444.26	2,094,729.00	-160,284.74	92.3%

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BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1**Profit & Loss Budget vs. Actual**

09/10/25

October 2024 through August 2025

Accrual Basis

	Oct '24 - Aug 25	Budget	\$ Over Budget	% of Budget
655.00 · Workmens Compensation	77,127.00	53,167.00	23,960.00	145.1%
660.00 · IT	40,780.50	69,667.00	-28,886.50	58.5%
675.00 · Fire Dept Grant Expend	0.00	0.00	0.00	0.0%
676 · Powers Fire Contract	1,308.36			
700.00 · Payments - City of Idaho Falls	1,748,314.00	1,748,315.00	-1.00	100.0%
800.00 · Depreciation	0.00	0.00	0.00	0.0%
999.10 · Pension Asset	0.00	0.00	0.00	0.0%
999.11 · Deferred Outflows Assumptions	0.00	0.00	0.00	0.0%
999.21 · Deferred inflows investments	0.00	0.00	0.00	0.0%
999.50 · Contribution Expense	0.00	0.00	0.00	0.0%
Total Expense	4,687,715.15	4,398,522.00	289,193.15	106.6%
Net Income	267,835.65	-80,255.35	348,091.00	-333.7%

ORIGINAL

Collective Bargaining Agreement

**Bonneville County Fire
Protection District #1
and
Bonneville County
Firefighters Local #5396**

October 2025 through September 2026

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**AGREEMENT BETWEEN BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1 AND
BONNEVILLE COUNTY FIREFIGHTERS LOCAL Number 5396**

This Agreement is between the BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1, IDAHO (hereinafter referred to as "DISTRICT") and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 5396 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

Article 1. PURPOSE

Section 1.1 General Purpose

The purpose of this Agreement is to increase the general efficiency in the DISTRICT and maintain harmonious relations between DISTRICT and its personnel, promote staff morale, and protect the rights, well-being, and security of DISTRICT's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 1.2 Public Employees

DISTRICT and the individual members of the UNION are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the public.

Section 1.3 Equal Employment

There shall be no discrimination between employees of this bargaining unit and DISTRICT and neither shall a non-union member be discriminated against by UNION or DISTRICT with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, rank, sexual orientation, gender identity/expression, and any other basis protected by law.

Article 2. RECOGNITION

DISTRICT recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and all other terms and conditions of employment for DISTRICT's full-time firefighters as presently defined in Idaho Code § 44-1801 as currently codified. This recognition excludes the positions of Fire Chief and Deputy Chiefs, and does not include part-time or volunteer paid-on-call firefighters, or other employees, including but not limited to administrative staff.

Article 3. MANAGEMENT RIGHTS

DISTRICT shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, the authority to adopt policies for the operation of DISTRICT and conduct of its firefighters; the right to hire, transfer, promote, discipline and/or discharge for just cause; to assign work; to schedule hours of work; to determine, establish and/or revise the objectives, method, processes and means of providing services; to reduce the workforce in the event revenue decreases and cannot support the established budget; to educate and train employees within reason; and to determine the facilities, type of apparatus and location of such apparatus; and to take necessary actions to carry out objectives in situations of emergency. Nothing in this Article shall nullify the adopted rules and regulations of DISTRICT, or applicable law(s). Management rights shall not be exercised with malice or ill will toward any employee of DISTRICT.

Article 4. TIME OFF FOR UNION BUSINESS

- Section 4.1 UNION may request for employees to have time off for UNION functions. Employees will have to use PTO, compensatory time, or a shift trade for this time off.
- Section 4.2 When a shift trade with another qualified individual (as determined by the Fire Chief) is utilized for UNION business, it shall not be denied.

Article 5. CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, DISTRICT agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify DISTRICT in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold DISTRICT harmless against any and all claims, suits, orders, or judgments brought or issued against DISTRICT as a result of any action taken or not taken by DISTRICT under the provisions of this article.

Article 6. SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with DISTRICT, dating from last date of hire. DISTRICT shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on DISTRICT's common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of UNION, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Lieutenant, and Firefighter.

Article 7. WORKING OUT OF CLASSIFICATION

- Section 7.1 In the event that a lieutenant or firefighter is asked to assume the role of the shift Captain for more than 4 consecutive shifts in a row, they shall then be considered a "Step-Up Captain."
- Section 7.2 During the duration of their service as a Step-Up Captain, they shall be paid according to the step in the pay chart, see Appendix A, as if they had been promoted according to Article 10, Section 10.5. They shall not receive back pay for the first shifts they serve as a Step-Up Captain.
- Section 7.3 Once a permanent captain returns to shift, the Step-Up Captain shall return to their original role and pay step. If during their time as a Step-Up Captain they received their annual raise, their pay shall reflect the annual raise even when they return to their original rank.

Article 8. PERSONNEL REDUCTION

- Section 8.1 In case DISTRICT decides to reduce DISTRICT personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.
- Section 8.2 An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who

- have been reduced in rank have been promoted as they were demoted.
- Section 8.3 Seniority will be lost whenever an employee fails to return to work within fifteen (15) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing DISTRICT with an address and phone number where the employee can be contacted and meeting all department physical standards. When DISTRICT recalls an employee under this provision, that employee is not required to retest.
- Article 9. HOURS OF WORK**
- Section 9.1 The hours of work shall be so established by DISTRICT that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours.
- Section 9.2 Shift firefighters shall be compensated upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) total hours; If all hours are actual hours worked, the biweekly total will be 106 straight time hours plus 6 FLSA overtime hours; FLSA Overtime compensation shall be six (6) hours of Compensatory Time (four hours of overtime equates to six compensatory hours) and two hours of paid overtime. In pay periods that an employee utilizes any combination of benefit hours, straight time shall be paid for all hours and overtime shall only be paid for actual hours worked.
- Section 9.3 Each shift will be twenty-four (24) hours, from 7:00 am to 6:59:59 am the following day. The work week accordance with the following rotation: Week 1: Monday, Wednesday, Friday; Week 2: Tuesday, Thursday, Saturday; Week 3: Sunday. Each Firefighter will be compensated overtime for actual hours worked that exceed 159 in all future 21-day FLSA periods. Platoons shall adhere to the rotation schedule that is established; for the purpose of this contract that rotation is:
- (a) A Platoon shall work shifts in Week 3 starting October 1, 2023
 - (b) B Platoon shall work shifts in Week 1 starting October 2, 2023
 - (c) C Platoon shall work shifts in Week 2 starting October 3, 2023
- Section 9.4 There shall be a minimum compensation of one and a half (1.5) hours for call-back time. Holdover time of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Call back time shall be earned for all time an employee works that is requested by a Chief Officer, outside the employee's regular work schedule.
- Section 9.5 The Fair Labor Standards Act shall be followed for all straight time and overtime calculations. Callback and holdover time shall be compensated one (1) hour for each hour worked up to the FLSA maximum and one-and-a-half (1.5) hours for all actual hours worked exceeding the FLSA maximum.
- Section 9.6 Accumulated overtime hours shall be available upon request. The request must be in writing to the Fire Chief. The Fire Chief will have ten (10) days to provide their response.
- Section 9.7 Compensatory Time shall be accrued in lieu of FLSA Overtime. Compensatory Time may be accrued in lieu of any overtime worked provided the employee notifies the Fire Chief no later than the Sunday following the close of the pay period. Compensatory time may be used in lieu of Personal Time Off with at least seven days written notice.
- Section 9.8 Compensatory time may be accumulated up to two hundred four (204) hours. Any

firefighter that has met the maximum compensatory bank of 204 hours shall be assigned a mandatory day off in the bi-weekly pay period that would cause the firefighter to exceed the maximum compensatory time allowed and twenty-four hours of the employee's compensatory time bank shall be utilized to cover the assigned day off.

Section 9.9 An employee who retires or separates from DISTRICT that has unused Compensatory Time shall be paid out at 100% of their total net hours at the employee's current rate of pay. This payout shall be either direct deposited into the account on file or issued on a paper check.

Article 10. SALARIES

Section 10.1 Appendix A shall be the schedule of base wage salaries payable to the members of the DISTRICT.

Section 10.2 Upon completion of a service year in grade AND a performance review of at least satisfactory, all employees covered under this agreement shall be moved forward 1 step in Appendix A.

Section 10.3 An employee receiving a performance review of less than satisfactory shall not be advanced until a satisfactory performance review is attained. Employees receiving a less than satisfactory review shall be given additional performance reviews every three months in an effort to aid them in achieving a satisfactory review.

Section 10.4 Overtime pay shall only be paid for actual hours worked: holiday hours, compensatory time hours, personal time off (PTO) hours and/or bereavement time hours will not contribute to total hours for the purpose of figuring and paying overtime.

Section 10.5 Upon promotion all employees shall be placed into the step chart within their new pay grade that does not exceed their current pay rate plus two additional steps.

Article 11. HOLIDAY PAY

EMPLOYEES shall observe twelve holidays per year as follows:

- (a) NEW YEAR'S DAY
- (b) PRESIDENT'S DAY
- (c) CIVIL RIGHTS DAY (Martin Luther King Day)
- (d) VETERAN'S DAY
- (e) MEMORIAL DAY
- (f) JUNETEENTH
- (g) INDEPENDENCE DAY
- (h) LABOR DAY
- (i) NATIVE AMERICANS HERITAGE DAY
(Previously known as COLUMBUS DAY)
- (j) THANKSGIVING DAY
- (k) FRIDAY AFTER THANKSGIVING
- (l) CHRISTMAS DAY

Employees shall be compensated eight (8) hours for each holiday; the eight extra hours will be added to the employee's biweekly paycheck in which the holiday falls.

Article 12. CLOTHING ALLOWANCE

DISTRICT shall provide uniforms to employees including station footwear. Upon initial hire employees shall be provided 3 pairs of pants, one Class B uniform shirt, 5 uniform t-shirts, 1

ball cap, a hoodie or a job shirt, a pair of boots, a beanie, and a jacket. Annually thereafter all uniform items shall be replaced when worn out or damaged.

Article 13. PROTECTIVE CLOTHING

In addition to the above uniform allowance, DISTRICT agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with DISTRICT.

Article 14. EMPLOYEE BENEFITS

Section 14.1 Medical benefits

- (a) DISTRICT offers a comprehensive medical benefits plan. The Gold 500 plan shall be considered the base plan and all premiums for this plan for employees and dependents shall be paid for by DISTRICT.
- (b) Employees choosing an alternate plan shall pay any increase in premium above the actual cost of the Gold 500 plan at their own expense through payroll withdrawal.
- (c) Employees choosing any alternate HSA plan that is less expensive than the Gold 500 plan shall have any premium savings placed in a qualifying HSA account bi-weekly up to federal allowed maximum.
- (d) Any material changes to insurance plans shall qualify as a change in working conditions and shall automatically open this agreement for bargaining of this article only.
- (e) DISTRICT shall contribute to each full-time employee's Health Reimbursement Account (HRA). After an employee has been employed for sixty days, the employee shall receive \$100.00 per month that will be credited to the employee's HRA up to a maximum limit of \$2,000.00. Once the maximum limit has been reached, the employee will receive no further contributions until they bring their account below the maximum limit with a qualifying reimbursement. The HRA shall only be utilized for dental and vision expenses. All reimbursement requests shall be on an HRA form and have a valid qualifying receipt attached. Reimbursements will be direct deposited to the employee's bank account on-file. HRA reimbursement requests shall not be for any service and/or item paid for by a Health Savings Account (HSA). Upon separation from DISTRICT, any remaining credit in an employee's HRA and/or any remaining outstanding reimbursements shall have no cash value and any remaining credit in the HRA will be returned to DISTRICT.

Section 14.2 Time Off

- (a) **Non-Work-Related Injury or Illness**

An employee who suffers a non-work-related injury or illness may request a light-duty assignment pursuant to Section 14.05 of this Agreement.
- (b) **Unpaid Medical Considerations and Procedures**
 - i. While DISTRICT is considered a covered employer under the Family Medical Leave Act ("FMLA") due to its status as a public agency, at the time of execution of this document, none of DISTRICT's employees qualify as an "Eligible Employee" under the FMLA because DISTRICT is an employer with less than fifty (50) employees within seventy-five (75) miles of the worksite. Therefore, until the time in which a DISTRICT employee qualifies as an eligible employee under the FMLA, the procedure for requesting unpaid time off shall be as follows:

Should an employee desire to take Unpaid Medical Leave to care a spouse, child, or parent who has a serious health condition, or if the employee themselves is unable to work due to their own serious health condition, or if the employee desires to take Unpaid Medical Leave to bond with their newborn or adopted child, or for the placement of a child for adoption, said employee can submit a written request for Unpaid Medical Leave the Fire Chief, which must include the following, as applicable:

- (1) when the serious medical condition began,
- (2) how long the condition is expected to last,
- (3) whether the employee is unable to work due to their condition or whether the employee's family members is in need of care, and
- (4) where the leave is needed to bond with a newborn, adopted, or foster child, the employee must provide reasonable documentation establishing birth, adoption, or other placement status (reasonable documentation means a signed written statement from the employee or a copy of an official legal document verifying the relationship between the employee and person in need of care).

- ii. **Eligibility:** In order to qualify to received Unpaid Medical Leave, an Employee must meet the following criteria:
 - (1) Have been employed with DISTRICT as a full-time firefighter as presently defined in Idaho Code Section 44-1801 as currently codified (does not include part time or volunteer-paid-on-call-firefighters) for at least twelve (12) consecutive months preceding the Unpaid Medical Leave request/offer request;
 - (2) Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the request/offer for Unpaid Medical Leave; AND
 - (3) Have utilized all other forms of leave benefits (e.g. PTO) available to the Employee.
- iii. The availability of Unpaid Medical Leave will be determined on a case-by-case basis. The operational needs of DISTRICT will be the primary consideration of DISTRICT when reviewing an Unpaid Medical Leave request. Within a reasonable amount of time of receiving the request for Unpaid Medical Leave, the Fire Chief will provide written notice to the employee of whether Unpaid Medical Leave is available and the duration of the Unpaid Medical Leave. The Fire Chief's authority to authorize Unpaid Medical Leave is limited. An Unpaid Medical Leave approved by the Fire Chief may continue for a maximum of twenty-one (21) shifts.
- iv. An Employee placed on Unpaid Medical Leave as provided in this section will have job protected status for the period of leave granted.
- v. If at some point the Employees of DISTRICT become "Eligible Employees" as the term is defined in the FMLA, this Unpaid Medical Leave benefit shall terminate and no longer be available.
- vi. Unpaid Medical Leave cannot be donated to another Employee.
- vii. An Employee cannot receive more than twenty-one (21) shifts of Unpaid Medical Leave in a rolling twelve (12) month period.

(c) Paid Parental Leave

- i. Employees may qualify for four (4) shifts (96) hours) of Paid Parental Leave due to the birth or adoption of a child, or other legal placement of a child with the Employee (e.g. foster care, permanent guardianship, etc.).
- ii. Eligibility: In order to be eligible for Paid Parental Leave, Employees must meet the following criteria:
 - (1) Have been employed with DISTRICT as a full-time firefighter as presently defined in Idaho Code Section 44-1801 as currently codified (does not include part time or volunteer-paid-on-call firefighters) for at least twelve (12) consecutive months preceding the Paid Parental Leave request; AND
 - (2) Have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the request to utilize Paid Parental Leave; AND
 - (3) Meet one (1) of the following criteria:
 1. Be a new parent by childbirth (However, for purposes of Paid Parental Leave, surrogate mothers and sperm donors are specifically excluded from eligibility.); OR
 2. Be the new adoptive parent of a child under the age of 18 (However, for purposes of Paid Parental Leave, the adoption of a spouse's child is excluded from eligibility.); OR
 3. Be the parent of a child born by surrogate mother; OR
 4. Be the new legal caregiver for a child, such as being named a foster parent or a permanent legal guardian; OR
 5. Be an individual seeking to adopt a child after the birth of that child, but the adoption has not yet been finalized.
- iii. Use and Compensation of Paid Parental Leave
 - (1) Employees will receive a maximum of four (4) shifts (96 hours) of Paid Parental Leave for the birth, adoption, or other legal placement of a child that must be used within twelve (12) weeks after the birth, adoption, or other legal placement.
 - (2) An Employee shall not receive more than four (4) shifts (96 hours) of Paid Parental Leave in a rolling 12-month period. Multiple births, adoptions, or placements within twelve (12) months shall not increase the available amount of Paid Parental Leave.
 - (3) An Employee may not use Paid Parental Leave intermittently. Each shift of Paid Parental Leave is compensated pursuant to Section 9.2 of this Agreement.
 - (4) Paid Parental Leave will be paid on regularly scheduled pay dates.
 - (5) DISTRICT will maintain all benefits for Employees during the Paid Parental Leave period.
 - (6) Paid Parental Leave may not be donated to another DISTRICT employee.
- iv. Request and Approval to Use Paid Parental Leave
 - (1) Employees must provide reasonable notice to DISTRICT prior to taking Paid Parental Leave, which in no event shall be less than seven (7) days' notice. The written notice must include the

anticipated start date and expected duration of the Paid Parental Leave. In situations where advance notice is not feasible (e.g. premature birth, emergency foster placement, etc.), the Employee must provide notice as soon as possible before the commencement of their next scheduled shift.

- (2) After taking Paid Parental Leave, Employees shall provide a signed written statement or other legal documentation to DISTRICT verifying the birth, adoption, or placement of a child within thirty (30) days of the birth, adoption, or placement. In the event the Employee fails to provide such documentation, the Paid Parental Leave request will be deemed denied, and the leave previously taken will be deducted from other leave available to the Employee (e.g. PTO, comp. time, etc.) If the Employee does not have any leave available for deduction, then the leave taken will be deducted from new accruals.
- (3) The DISTRICT shall provide a written determination to the Employee regarding their request to use Paid Parental Leave within five (5) business days.
- (4) Paid Parental Leave may not be utilized if it will result in excess of the Employee's normally scheduled shift. For example, if an Employee plans to work a reduced work schedule but then works in excess of what was planned, the Employee is required to reduce the number of Paid Parental Leave hours coded during that period.

v. Miscellaneous Provisions

- (1) If a holiday occurs while an Employee is on Paid Parental Leave, such day will be coded to holiday pay and will not count towards the Employee's Paid Parental Leave time.
- (2) If an Employee taking Paid Parental Leave is on a probationary status, the Employee's probation shall be extended by a period of time equal to their Paid Parental Leave period.
- (3) Upon separation of an Employee's employment from DISTRICT, said employee will not be paid of any unused Paid Parental Leave for which the Employee was eligible.

Section 14.3 Active Employee Death Benefit

Upon the death of a full-time firefighter, as defined by Section 2.01 of this Agreement, who was actively employed by DISTRICT at the time of death, all employee benefit hours, except as otherwise provided in subsections (1) and (2) below, shall be paid at 100% value to the employee's estate by a printed check.

(1) The HRA bank and any outstanding reimbursements shall not be included in the paid benefits.

(2) The extended leave bank of hours granted to the six firefighters that were employed full-time by the City of Ammon in September of 2020 and hired by DISTRICT on October 1, 2020 shall not be included in the paid benefits.

Section 14.4 On the Job Injuries

DISTRICT agrees to maintain Workers' Compensation coverage as required by law.

Section 14.5 Light-Duty Assignments

- (a) General Considerations and Eligibility

- 1) Employees with work-related injuries or illness will be given priority consideration for light-duty assignments over employees with non-work-related injuries or illness.
 - 2) Light-duty assignments are intended to be temporary. Therefore, no permanent position shall be created or maintained as a result of a light-duty assignment.
 - 3) Employees do not have a right to light-duty assignments. The availability of a light-duty assignment will be determined by the Fire Chief or Board of Commissioners on a case-by-case basis. The operational needs of DISTRICT, skills and qualifications of the employee and medical restrictions placed on the employee by their treating medical professional will be the primary considerations of DISTRICT when reviewing a light-duty request. Further, light-duty assignments are subject to continuous reassessment by DISTRICT. Changes in DISTRICT'S operational needs, the employee's ability to perform the tasks of the light-duty assignment, or other factors may result in termination of the light-duty assignment.
- (b) Procedures for Light-Duty Assignments

1) Initiating a Light-Duty Assignment: Light-duty assignments may come as a result of a request of an employee or an offer from DISTRICT as follows:

- i) Request by Employee: An injured or ill employee can submit a written request for a temporary modified light-duty assignment to the Fire Chief. Such requests must include a statement from the employee's medical provider which identifies that the particular medical restriction placed on the employee. Upon receipt of a complete request, DISTRICT, will evaluate the operational needs of DISTRICT, the particular skills and qualifications of the employee, and the medical restrictions placed upon the employee to determine whether a light-duty assignment is available. The Fire Chief shall have authority to make such determinations for employees within the Fire Chief's respective chain of command.
 1. Within a reasonable amount of time of receiving a light-duty request, DISTRICT will provide written notice to the employee of its determination on the availability, or unavailability, of a light-duty assignment. In the event a light-duty assignment is available, the employee shall work with the Fire Chief to establish the particular details of their work schedule and responsibilities.
- ii) Offer by DISTRICT: Without a request by an employee, DISTRICT may evaluate its operational needs and the skills and qualifications of a particular ill or injured employee and determine to extend a written offer for a light-duty assignment. It is not mandatory for the employee to accept such an offer. If accepted, such offers must be accepted by written notice by the employee. The written acceptance must include a statement from the employee's medical provider that the employee is medically fit to perform the offered light-duty assignment. Upon acceptance, the employee shall work with the Fire Chief to establish the particular details of their work schedule and responsibilities.

- (c) **Terminating or Modifying Light-Duty**
- 1) **Employee Prompted Change:** An employee that accepts a light-duty assignment shall have an on-going obligation to notify DISTRICT of changes in their medical fitness. The employee shall promptly provide notice to DISTRICT after they become aware of a change in their condition that impacts their ability to perform work-related tasks. This obligation includes a requirement to notify DISTRICT of health improvements that will enable them to return to their ordinary work responsibilities or expand their light-duty responsibilities, as well as a responsibility to notify DISTRICT of any regression in their condition that may negatively impact their ability to continue the light-duty assignment. Upon receipt of notice from an employee of change in their medical fitness, DISTRICT shall evaluate their continued eligibility for light-duty assignments and provide written notice to the employee regarding its determination, which may include modification of the light-duty responsibilities, or complete termination of the light-duty assignment.
 - 2) **Employer Prompted Change:** As noted elsewhere in this policy, the operation needs of DISTRICT are a primary consideration for extending and continuing light-duty assignments to employees. Stated more plainly, there needs to be actual work for an employee to do for a light-duty assignment to be made or continue. Thus, in the event DISTRICT'S operational needs change during the course of a light-duty assignment (e.g. the employee completes the light-duty tasks assigned), those changes can result in modification or termination of a light-duty assignment. There is no guarantee that a light-duty assignment will continue for the duration of an employee's injury or illness.
- (d) **Medical Examinations.** An employee that accepts a light-duty assignment will be required to provide certification from their treating medical professional stating that they have been medically cleared to perform the essential functions of their jobs without limitations or restrictions. DISTRICT may also, in its sole discretion, require firefighters to have a fit-for-duty examination from DISTRICT identified medical professional prior to returning the employee to full-duty status. If this determination is made, the Fire Chief or Board of Commissioners shall coordinate with the employee to be evaluated by DISTRICT approved provider. DISTRICT will pay the cost of the fit-for-duty examination completed by DISTRICT identified medical professional.
- (e) **Probationary Employees.** Probationary employees who are assigned to a light-duty assignment shall have their probation extended by a period of time equal to their time spent on light-duty.
- (f) **Work Schedule and Compensation.** Light-duty assignments will be up to 40-hours per week, depending on availability of work. The schedule will be flexible and determined on a case-by-case basis to accommodate DISTRICT'S needs and the employee's medical needs. Medical appointments should be scheduled at the beginning or end of the workday. The employee can use paid time off or compensatory time to make up any hours not equaling 40-hours per week. Compensation will be paid at the employee's 40 hour a week hourly rate and leave will accrue on the basis of a 40-hour-a-week employee. The employee will not

work on legal holidays recognized by DISTRICT and will be given eight (8) hours of paid time off for such holidays.

- (g) **Duration.** As stated elsewhere in this provision, the Fire Chief shall have the authority to provide light-duty assignments to employees within their respective chain of command. However, this authority is limited. A light-duty assignment approved by the Fire Chief may only continue for a 60-day period. This period shall start on the first day the employee reports for light duty, and every day (not merely working days) shall be counted thereafter. After the expiration of the 60-day period, the employee or Fire Chief may submit a request to the Board of Commissioners to extend the light-duty assignment for an additional period of time. The Board of Commissioners may decide to extend the duration of the light-duty assignment in its discretion. In the event the Board of Commissioners approves an extension, it shall specify the duration of the extension. Upon expiration of the period of extension, a new request for extension would need to be submitted to, and approved by, the Board of Commissioners for a period of light-duty assignment to continue.

Section 14.6 Bereavement

Employees may be granted leave with pay at their base rate for a period not exceeding forty-eight (48) shift hours, when authorized by the Fire Chief, for deaths in immediate family. The Fire Chief may authorize additional time when they deem it necessary for the employee to reach their destination and return. Such additional travel time will be deducted from accumulated Personal Time Off.

Section 14.7 Physical Training

- (a) Employees shall be allowed 1 hour of exercise time per shift at the discretion of the shift officer or as scheduling allows, however this exercise period shall be before 0900 OR 1600 to 1700 while on shift. If the exercise period will be in the morning; the daily changeover meeting, rig checks & exercise time shall all be completed by 0900.
- (b) DISTRICT shall provide access to an exercise facility for all on duty personnel.

Article 15. GRIEVANCE PROCEDURE.

Section 15.1 Disputes or differences arising between DISTRICT and UNION and/or individual firefighters as to the meaning or application of any provision of this Agreement or of the Rules and Regulations of DISTRICT shall be settled in the manner provided herein. For the purpose of this provision, such a dispute or difference shall be referred to as a "Grievance".

(a) **Step One** - Any firefighter who has a grievance shall notify the Person(s) which the firefighter has a dispute or difference with to resolve the dispute or difference. The Firefighter with the dispute or difference may have UNION representation. Both parties have 10 days to resolve this difference or dispute. If no solution can be met the Firefighter will proceed with the Grievance procedure.

(b) **Step Two** - Any firefighter who has a grievance shall notify the UNION Grievance Committee in writing within ten (10) business days from the date of the incident giving rise to the grievance, or ten (10) business days from the time the EMPLOYEE, through reasonable diligence, should have been aware of it. The UNION Grievance Committee, herein after referred to as UNION, shall within ten (10) business days determine if the grievance has merit. If, in its opinion, the

grievance does not have merit, no further action shall be necessary.

(c) Step Three - If it is the opinion of UNION that a valid grievance exists, the UNION shall present the grievance in writing to the Fire Chief within ten (10) business days after its decision. All parties to such discussions will make a good faith effort to resolve the grievance. The Fire Chief there after shall give his/her reply in writing within ten (10) business days.

(d) Step Four- If the grievance has not been resolved in Step Three, UNION shall present the grievance in writing to DISTRICT within ten (10) business days from the receipt of the Fire Chief's written reply. All parties to such discussions will make a good faith effort to resolve the grievance. DISTRICT thereafter, shall give its reply in writing within ten (10) business days.

(e) Step Five - If the grievance has not been resolved at the appropriate lower Step(s), either UNION or DISTRICT may within ten (10) business days refer the grievance to an Arbitrator by serving written notice upon the other.

(f) Within ten (10) business days after receipt of this notice UNION and DISTRICT shall attempt to agree upon an Arbitrator to hear and determine the grievance.

(g) If an Arbitrator cannot be agreed upon within ten (10) business days, UNION and DISTRICT shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) proposed arbitrators. Within five (5) business days after receipt of this list, UNION and DISTRICT shall select an Arbitrator by alternately striking one name at a time until only one (1) Arbitrator remains. The party determining the order of striking shall be determined by a coin toss. Both parties shall accept the last name remaining on the list as the Arbitrator.

(h) The Arbitrator shall conduct a hearing and shall render a decision in writing, which shall be binding on both parties.

(i) The award of the Arbitrator may be entered upon the records of any court having jurisdiction, except that each party shall retain the right to appeal as provided in the provisions of Chapter 9, Title 7, Idaho Code.

(j) The Arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of this agreement as shall be necessary to the determination as to the arbitration issue. The Arbitrator shall not have any power to add to or subtract from, modify or alter in any way, the provisions of this agreement. The Arbitrator's fees and costs shall be borne equally by DISTRICT and UNION.

(k) Failure to meet a deadline will result in prompt initiation of the next Step.

Article 16. PREVAILING RIGHTS

All rights, privileges, and obligations enjoyed by the personnel of DISTRICT at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief after mutual consent of UNION and the Fire Chief.

Article 17. NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, recognition of a picket line by any labor organization or any interference with the efficient management of DISTRICT.

Article 18. PERSONAL TIME OFF

Section 18.1 Personal Time Off (PTO) for EMPLOYEES will accrue on a biweekly basis as follows, except as provided in Section 18.2 below.

PTO Hours per Year		
Years of Service	24 Hr Shift Workers	Max PTO Accrual
First 12 months	56	56
13 to 24 months	112	168
25 to 48 months	224	336
5 to 9 years	280	420
10 to 14 years	336	504
15+ years	392	588

PTO Hours per Year		
Years of Service	40 Hr Shift Workers	Max PTO Accrual
First 12 months	40	40
13 to 24 months	80	120
25 to 48 months	120	240
5 to 9 years	200	300
10 to 14 years	240	360
15+ years	280	420

Section 18.2 For new hires, a lump sum payment equal to the total amount of Paid Time Off (PTO) hours the employee would accrue during their first twelve months employment shall be awarded to an employee after completion of their first sixty (60) days of continuous service with DISTRICT. However, no additional PTO hours shall accrue for the remainder of the first twelve months beyond this lump sum award. Beginning on the employee's first work anniversary, PTO shall accrue in accordance with DISTRICT's standard accrual schedule, as set forth above in Article 18, Section 18.1. However, if an employee separates from employment with DISTRICT prior to their twelve month one-year anniversary they shall be required to repay any PTO hours used in excess of the amount they would have accrued under DISTRICT's normal accrual schedule during that time period.

Section 18.3 Each employee shall have a maximum PTO accrual limit equal to 1.5 times the number of hours they are entitled to receive for the year. Once the maximum limit has been met, no hours will be contributed to the employee's account until the employee utilizes PTO hours that brings their account balance below the allowed maximum limit. Newly achieved

service accrual rates will start on the paycheck immediately following the anniversary of the employee's hire date.

Section 18.4 Time off may be granted at any time during the calendar year with at least seven days written notice; management has the right to deny time-off requests.

(a) There can only be one shift employee off per platoon.

(b) The Fire Chief shall approve all time off.

Section 18.5 Retirement/Separation Payout

An employee who retires or separates from DISTRICT that has unused Personal Time Off benefits shall be paid out at 85% of their total net hours at the employee's current rate of pay. This payout shall be either direct deposited into the account on file or issued on a paper check.

Article 19. DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

Section 19.1 DISTRICT shall pay any DISTRICT employee who leaves the DISTRICT under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.

(a) DISTRICT full-time shift employee will be paid straight time for their regularly scheduled 24-hour shifts and compensated overtime for all hours actually worked as recorded on the Crew Time Report(s) authorized by contract fire supervisors, on the employee's non-shift days for the duration of the deployment.

(b) Travel Days: Travel days are paid at the actual number of hours on the Crew Time Reports (CTR's) when not on the employee's regularly scheduled 24-hour shift. This includes any work performed on the incident on the travel day.

1. If travel to the incident falls on a regularly scheduled 24-hour shift, the employee is paid straight time for their regularly scheduled 24-hour shift from departure time until 0700 the next morning.
 - a. The employee shall be granted up to one (1) hour to leave work to gather needed items for the deployment. The employee shall use PTO hours to cover any additional time away from the station to prepare for a deployment.
2. If travel back from the incident falls on a regularly scheduled 24-hour shift, the employee is paid straight time hours for what is recorded on the CTR for that travel day.
 - a. If the shift employee gets back prior to the end of their regular shift, they have the option to resume their shift and get their regular scheduled pay for the remainder of that shift.
 - b. The employee can choose to not go back on their regular scheduled shift and forfeit their regular scheduled pay for the remainder of the shift unless they use PTO or Compensatory Time.
3. The employee needs to ensure the times that are recorded on the CTR by fire operations and finance personnel are accurate. The employee needs to account for travel as well as getting their vehicle back in service, and that all the documentation from their deployment is organized and turned in.

a. To complete a deployment assignment, it is the responsibility of the employee to follow through on all processes when they return to jurisdiction. All equipment must be put back in service, this includes cleaning and fueling the vehicle(s), cleaning all equipment used, sharpening tools, restocking needed items, organizing all paperwork to be submitted, and scheduling a time to present your organized paperwork to the Chief.

(c) DISTRICT shift employee will be paid by DISTRICT and will retain all benefits and insurance during the deployment.

(d) DISTRICT shall be reimbursed through a separate contract by requesting agency.

(e) This agreement for reimbursement shall apply even where DISTRICT employee is deployed as part of an apparatus crew or as a single resource.

(f) DISTRICT employee shall assist DISTRICT by providing DISTRICT with all required documentation, statements and/or other evidence related to deployment in support of DISTRICT's attempt to receive reimbursement by the requesting agency.

(g) The Fire Chief shall determine who is eligible for deployments.

(h) Hourly pay shall be the Federal AD rate or the employee regular hourly rate, whichever is greater.

Section 19.2 Military Leave

(a) Any regular employee who is inducted into the Armed Forces of the United States and the Military Selective Service Act shall be granted a leave of absence without pay and shall be entitled to return to their former position or to an equivalent position, providing:

1. They shall make notification to resume their employment within ninety (90) days after such person is relieved from training and service; or from hospitalization continuing after discharge for a period of not more than one year, provided he/she is still qualified to perform the duties of such position with reasonable efforts by DISTRICT.

2. Seniority and service credit shall continue during military leave, but a returning veteran will not displace another employee with greater service.

3. All provisions of this section shall be interpreted in a manner consistent with the Soldiers and Sailors Civil Relief Act.

(b) Any regular employee who is a member of an organized Reserve or National Guard Unit who is ordered to participate in field training shall receive, for a period of no greater than 15 working days, that portion of his/her regular salary which will, together with his/her lesser military pay (including pay received for weekends that fall within or at the end of the leave period), equal his/her regular salary. For this purpose, military pay does not include allowances received for rent, subsistence, travel, and uniforms.

(c) Regular, full-time employees who are members of the National Guard and who are called for emergency duty in their state will be granted up to 160 hours of paid Military Leave per calendar year.

Article 20. HIRING AND PROMOTIONS

Initial hiring and promotional processes shall be in adherence with BCFD1 Operation's manual. The Fire Chief shall have the final decision in all hiring and promotions. UNION shall be allowed to be present at all interview panels and UNION representative shall only provide the Fire Chief with a written

evaluation for each candidate interviewed if requested.

Article 21. PROGRESSIVE DISCIPLINE

Section 21.1 Purpose

The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers. It is agreed that supervisors have the right to discipline members for just cause.

Section 21.2 Scope

This policy applies to all members of DISTRICT.

Section 21.3 Responsibilities

It is the responsibility of supervising officers in DISTRICT to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of step 4 or above, the Chief of Department shall administrate the discipline. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal from Work Improvement Plan when and if appropriate.

Section 21.4 Procedures

Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides DISTRICT with performance related documentation. It is generally recommended that the progressive discipline process include:

- (i) Step 1 - Informal verbal coaching and counseling
- (ii) Step 2 - Formal verbal reprimand (Fire Chief must be notified including and after this step by the company officer giving the reprimand.)
- (iii) Step 3 - Formal written reprimand
- (iv) Step 4 - Time off without pay with accompanying Work Improvement Plan
- (v) Step 5 - Demotion (temporary or permanent) with accompanying Work Improvement Plan
- (vi) Step 6 -- Termination

Section 21.5 Documentation

- (a) Upon notification the Chief shall review the discipline and place documentation in the employee's personnel file.
- (b) Following one year of good behavior, documentation for Steps 1-3 shall be removed from the employee's personnel file.
- (c) After five years of good behavior and satisfactory completion of a work improvement plan, an employee may request the removal of documentation for Steps 4 and 5 from their personnel file. The decision to remove said documentation shall be in the sole discretion of the Fire Chief.

Article 22. SHIFT TRADE

An employee may submit a written request to the Fire Chief or his designee to exchange shifts or trade shifts with another employee. The decision whether to authorize the shift exchange or trade is up to the sole discretion of the Fire Chief or his designee. The practice of exchanging shifts or trading time will be a voluntary program by the employees in order to permit an employee to absent himself/herself from work to attend to purely personal pursuits.

- (a) When an employee is absent from work under the exchange of shifts, no other employee will be paid for working out of classification and/or overtime paid as a result of the change of shifts. FLSA overtime shall not be affected by shift trades, it shall be treated as if the employee who is off is working.
- (b) When a change is desired, a Shift Trade Form must be filled out and given to the Fire Chief/Deputy Chief, no less than twenty-four (24) hours prior to the trade under normal conditions, or as soon as possible in extenuating circumstances as determined by the Fire Chief or his designee. The person who agrees to the exchange of shifts will assume the responsibility for working that day.
- (c) When a Shift Trade is requested, the person working the shift shall not work in excess of 72 consecutive hours without the consent of the Fire/Deputy Chief.

Article 23. MINIMUM STAFFING

The purpose of the Article is to provide sufficient on duty personnel to provide for safe fire suppression to the staff as well as the public. Minimum safe staffing shall be 4 qualified firefighters for the entirety of each 24-shift.

All four qualified firefighters shall remain within one and a half miles of the city limits of Ammon, ready to respond to emergency calls. Each firefighter must possess the qualifications to fill one the following positions:

1. Company Officer (Captain, Lieutenant, or Acting Officer)
2. Engineer (Firefighter I with D/O certifications)
3. Firefighter (A Paid Call Firefighter may fill one of the two firefighter positions with sign off from the Chief and Company officer.)

Whenever the number of firefighters falls below the minimum staffing requirement, the Fire Chief shall have the authority to callback and order off-duty firefighters to fill the vacant position. Both DISTRICT and UNION recognize that with expanded growth this minimum staffing number may need to be reduced to three per station.

Article 24. TRAINING & RISK REDUCTION

Section 24.1 In an effort to maximize safety and minimize liability, all full-time shift personnel shall possess a Class B Driver's License (CDL) within one year of hire. Current employees at the time of this agreement shall be given one year from the implementation of this agreement to comply.

- (a) DISTRICT shall pay the testing costs associated with acquiring a CDL and provide an appropriate vehicle for the road test.
- (b) For the initial license cost and ongoing renewal costs:
 1. DISTRICT shall pay the full cost of the initial CDL.
 2. DISTRICT shall pay the full cost of required medical physicals if necessary.
 3. For renewal costs; if a CDL will cost more than the employees original

license renewal, DISTRICT shall reimburse the employee the cost difference of their original driver's license and the CDL.

Section 24.2 All training that an employee attends shall be subject to approval by the Fire Chief or his designee. This article does not include in-house training while working the employees scheduled shift(s), that training is approved by the Training Chief. Upon approval, DISTRICT shall be responsible for any training fees, travel expenses, and/or per diem for the employee. Travel expenses shall be defined as: any airfare, hotel costs, car rental expense, and/or mileage as outlined in Section 4 of the Personnel Policy, subsection B-12. Travel Expense Reimbursement.

Section 24.3 If the training is approved by the Fire Chief and falls outside of the employee's regularly scheduled shifts, they shall be granted compensatory time for the actual training hours at time and a half. Actual training hours includes all time in class but does not include time away from class in excess of thirty minutes.

Section 24.4 In the event that the Fire Chief does not approve the training, the employee may choose to attend the training on their own. If approval to attend the training is not given by the Fire Chief, the employee can request time off, and if approved, the employee may use PTO or Comp Time in order to attend the training. If the training is not approved, the employee is responsible for all training fees and/or travel expenses and shall not be eligible for per diem. If the training is not approved, the Fire Chief shall decide if department PPE and/or other equipment shall be utilized during the training.

Article 25. PROCEDURAL AGREEMENT

Section 25.1 The parties hereby acknowledge and agree that the purpose of negotiations is the development of a labor agreement which recognizes the duties, rights and obligations, as well as the capabilities and needs of the respective parties with respect to the relationship between them as employer and employee. Each party agrees to bargain in good faith keeping in mind the resulting consequences of the bargaining process and recognizing the restrictions and duties imposed on the Parties by Idaho statutes.

Section 25.2 Location Of Negotiations: Negotiations shall be conducted in either the BCFD1 fire station or the law offices of DISTRICT's recognized legal counsel, unless otherwise agreed. Should either party require that negotiations be moved to a neutral site outside the aforementioned locations, concurrence by the other side shall be required and the cost of use of the alternate negotiating site shall be borne equally by both parties.

Section 25.3 Time Of Negotiations: The date and time of any subsequent meeting shall be agreed upon prior to the end of each meeting. The two chairpersons shall work out any problems with the proposed schedule.

Section 25.4 Bargaining Team Membership: Respective bargaining committees shall be determined at the beginning of each bargaining period with members listed in writing at the time of the first notification of either party to the other of a desire to negotiate a new contract. The party providing notification of its desire to negotiate a new contract shall also provide a list of its bargaining committee members as well as identify its committee's chairperson. Upon receipt of the above-mentioned information, the party being notified shall have ten (10) days in which to submit a list of its bargaining committee members as well as identify its committee's chairperson.

Section 25.5 Privacy and Confidentiality: All negotiating sessions shall be held in open meeting and all materials presented shall be considered public records. However, nothing in this provision shall be construed to require DISTRICT'S disclosure of discussions and/or documents

- exchanged while in caucus, executive session, or other similar proceedings, or as otherwise privileged, which shall include but not be limited to attorney-client privilege.
- Section 25.6 Recording: Stenographic recording or audio recording of negotiations shall be allowed by either party. Upon request, a recording party shall provide a copy of any recorded negotiation session to the requesting party within seventy-two (72) hours of the request. However, nothing in this section shall be construed to permit the recording of caucuses or other confidential meetings.
- Section 25.7 Caucuses: Caucuses shall be permitted at any time in the course of bargaining, and the meeting location chosen shall provide adequate accommodation for private caucuses for the negotiating teams. Caucuses are strictly confidential, and information and documents discussed or otherwise exchanged while in caucuses shall not be provided absent express waiver of the party holding the privilege.
- Section 25.8 Tentative Agreements: Tentative agreements may be used to build the framework of the prospective contract throughout the negotiating process. Tentative agreements may not be reopened absent express written agreement by both parties. Tentative agreements shall be recorded by a negotiator for each party initialing the contract language tentatively agreed to.
- Section 25.9 Authority: Each party's negotiating team has authority to reach tentative agreements and each party's negotiating team shall exercise its best efforts to obtain ratification by its respective governing body.
- Section 25.10 Deadline For New Issues: The parties mutually agree that each party will make new contract demands and offer proposals on new bargaining subjects or issues for consideration in contract negotiations before or during the third negotiating session except by mutual agreement and unless limited by the contract. In the absence of any mutual agreement to the contrary, no new issues may be presented by either party after termination of the third negotiating session.
- Section 25.11 Ratification Effort: If a comprehensive settlement has been reached by the negotiating teams, each negotiating team agrees to make a good faith effort to obtain ratification of the tentative agreement by the party it represents.
- Section 25.12 Stalemate Resolution: (Preliminary Impasse): The parties will comply with Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an agreement is not reached within thirty (30) days from the date of the initial bargaining session. Nothing shall prohibit the parties from continuing negotiations before, during, and after the Fact-Finding hearing.
- Section 25.13 Exception By Mutual Agreement: The contents of this Agreement shall serve to guide contract negotiations between the signatory parties unless mutual consent is given to deviate from its terms.

Article 26. SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

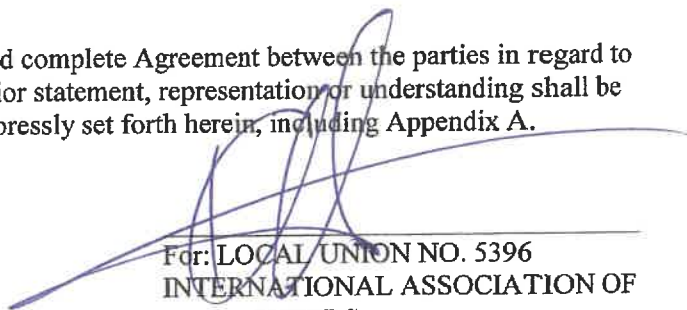
Article 27. EFFECTIVE DATES AND DURATION OF AGREEMENT

- Section 27.1 This Agreement, including Appendix A, shall become effective 12:00 a.m. on October 1, 2025, and shall remain in full force and effect through 11:59 p.m. on September 30, 2026, and thereafter shall automatically renew on a year-to-year basis unless terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party.

Section 27.2 This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix A.



For: THE BONNEVILLE COUNTY FIRE
PROTECTION DISTRICT #1



For: LOCAL UNION NO. 5396
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

APPENDIX A- FIRE DISTRICT'S PAY SCHEDULE (HOURLY RATE)

56-Hour Shift Employees

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$16.52	\$17.11	\$17.70	\$18.32	\$18.96	\$19.62
Lieutenant	\$19.83	\$20.52	\$21.24	\$21.98	\$22.76	\$23.55
Captain	\$23.35	\$24.16	\$25.01	\$25.89	\$26.80	\$27.73

Rank	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	\$20.31	\$21.02	\$21.76	\$22.51	\$23.31	\$24.02
Lieutenant	\$24.38	\$25.23	\$26.11	\$27.03	\$27.98	\$28.96
Captain	\$28.70	\$29.70	\$30.74	\$31.82	\$32.94	\$34.09

40-Hour Shift Employees

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter/ Inspector	\$23.13	\$23.94	\$24.78	\$25.64	\$26.54	\$27.47
Lieutenant	\$27.76	\$28.73	\$29.74	\$30.77	\$31.86	\$32.97
Captain	\$32.69	\$33.82	\$35.01	\$36.25	\$37.52	\$38.82

Rank	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter/ Inspector	\$28.43	\$29.43	\$30.46	\$31.52	\$32.63	\$33.77
Lieutenant	\$34.13	\$35.32	\$36.55	\$37.84	\$39.17	\$40.54
Captain	\$40.18	\$41.58	\$43.04	\$44.55	\$46.12	\$47.73