

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1

Minutes of Regular Meeting held August 10, 2023

The Bonneville County Fire Protection District No. 1 (“Fire District”) held its regular monthly meeting of Commissioners on Thursday the 10th day of August, 2023 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. 863 1776 5963, and Passcode 2023Fire.

The following were present:

Commissioners Ralph Isom, Derik Nielsen, Tyler Gebbs, and Dana Kirkham were present. Commissioner David Long was absent. The following were also present: Attorney Abigail French, Attorney Douglas Nelson, Accountant Terri Gazdik, District Operations Officer Dick Fowler, Ammon Area Fire Chief Stacy Hyde, City of Idaho Falls Fire Department Chief Jon Perry, Jason Howard, Andy Moldenhauer, Jimmie Hitch, Markus Hyde, BCFD Station (via Zoom), Steven Berg, Keith Banda, Jon Molbert, David Tracy, Kim Geba (via Zoom), Samsung SM-S (via Zoom), and Bonneville County Planning & Zoning Fire Marshall Ron Anderson. 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 12:05 p.m. by Derik Nielsen.
2. **Approval of Minutes.** Minutes of the regular meeting of Commissioners held on July 13, 2023 were reviewed. A motion to accept the minutes was made by Derik Nielsen and seconded by Tyler Gebbs. Said motion carried with the following vote: Aye- Derik Nielsen, Tyler Gebbs, and Ralph Isom. Nay- None. Dana Kirkham abstained from the vote citing her absence at the July 13, 2023 meeting.
3. **Monthly Financial Report and Bill Authorization.** The summary of accounts payable dated August 10, 2023, prepared and submitted by Accountant Terri Gazdik, was reviewed, with a total expenditure of \$30,213.51. Ms. Gazdik reviewed the expenditures and reported on related items. Following discussion and upon motion by Derik Nielsen and seconded by Tyler Gebbs, and unanimously accepted, the report was approved for a total expenditure of \$30,213.51.
4. **Discussion and Reports.** The following items were reviewed and discussed or actions were taken:
 - a. District Operations Officer Dick Fowler reported on the following items:
 1. Mr. Fowler reported on the status of the contract with Toyne.
 2. Mr. Fowler reported that the tank that was discussed at the last meeting had been purchased and was being stored while they searched for another truck.

3. Mr. Fowler reported on the status of the grange lease agreement. Specifically, Mr. Fowler reported that he had discussed with the tenants the need to maintain the property and that following that conversation, the tenants cleaned up the property. Mr. Fowler reminded the commissioners of the need to renegotiate the lease in December.
 4. Mr. Fowler reported on the south property. Specifically, Mr. Fowler explained that the brush and weeds on the property were a fire hazard that needed to be addressed. Mr. Fowler also discussed the future use of the property. Mr. Fowler relayed his conversation(s) with City of Ammon Councilman Scott Wessel and that Councilman Wessel had expressed his support of the location as a future fire station. Mr. Fowler also discussed the possibility of building a storage facility on the south property. Discussion was had on the need to take a holistic approach when determining the location of the future fire station. Derik Nielsen suggested that a work session be held in October to discuss the future use of the property with City of Ammon officials.
 5. Mr. Fowler reported on the proposed budget. Mr. Fowler noted a correction that had been made to incorporate the actual maximum allowable budget reported to the Fire District by Bonneville County. A motion to approve the posting and publication of the proposed budget was made by Derik Nielsen and seconded by Tyler Gebbs and unanimously approved¹. A copy of the proposed budget is attached to these minutes.
 6. Mr. Fowler reported on the Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF) Local # 5396. Discussion was had on the Collective Bargaining Agreement and its effective date. Attorney Doug Nelson explained that by the express terms of the Collective Bargaining Agreement, the agreement is effective upon signature by both parties, which had not occurred. Attorney Doug Nelson stated that based on that, the Collective Bargaining Agreement was not in effect. Discussion was had by the commissioners and members of IAFF Local # 5396. Ultimately a motion was made by Dana Kirkham and seconded by Derik Nielsen to 1) strike and revise Article 25.01 of the Collective Bargaining Agreement to read, "This Agreement, including Appendix A shall become effective *12:01 a.m. on October 1, 2023* and shall remain in full force and effect until 12:00 midnight, September 30, 2024, and thereafter, from year to year until terminated." and 2) authorize Chairman Ralph Isom to sign the Collective Bargaining Agreement as so revised. Following discussion initiated by Tyler Gebbs, the motion carried with the following vote: Aye- Derik Nielsen, Dana Kirkham, Tyler Gebbs, and Ralph Isom. Nay- None. A copy of the executed Collective Bargaining Agreement is attached to these minutes. The original Collective Bargaining Agreement was provided to IAFF Local # 5396 for its review and execution.
- b. City of Idaho Falls Fire Department Deputy Chief Jon Perry reported on a large vehicle fire and the total number of calls received. Deputy Chief Perry also reported on the anticipated return of the 4000c to the Fire District.
 - c. Ammon Area Fire Chief Stacy Hyde reported on proposed Resolution 2023-001R - Setting BCFD1 Fees. Chief Hyde explained the increased costs and the increase in overhead costs. Discussion was had on the proposed increase, but no action was taken. Chief Hyde reported on the LIV (Life Safety Inspection Vault) Master Services Agreement. Chief Hyde and Keith Banda reported that there was

¹ Dana Kirkham did not participate in the vote for she briefly left the meeting to take a phone call.

no implementation fee and that they were not anticipating any fees from the service. They also reported that most jurisdictions were now using the service. Related discussion was had. No action was taken.

- d. Tyler Gebs stated that he had been contacted by an employee regarding a change in working conditions within the Ammon division of the Fire District. Specifically, Tyler Gebs reported that the Ammon division of the Fire District was not allowing employees to bring in their personal vehicle projects to work on during downtime, which was upsetting employees. Discussion was had on the liabilities and dangers associated with allowing employees to work on personal projects while on the clock. Dana Kirkham stated that working on personal projects was theft of company time and not appropriate. Attorney Doug Nelson advised that if such projects were taking place, ICRMP and State Insurance Fund/Worker's Compensation would need to be notified and that such agencies would likely not approve of allowing employees to work on personal projects during work hours. No action was taken on the matter.

5. **Public Comment.** No public comments were made.

6. **Adjournment.** There being no further business to come before the Board of Commissioners at the meeting a motion was made to adjourn by Derik Nielsen and seconded by Tyler Gebs with unanimous approval at 1:11 p.m.

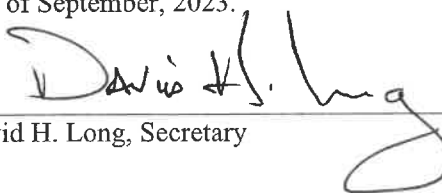
Approved the 14th day of September, 2023.



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 14th day of September, 2023.



David H. Long, Secretary

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT NO. 1
NOTICE AND AGENDA FOR MONTHLY MEETING
August 10, 2023

NOTE: This meeting will be conducted in person and by Zoom. Those joining by Zoom may connect with the following Meeting ID: 863 1776 5936 and Passcode: 2023Fire. For those attending in person the number of persons permitted to attend may be limited for health 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, August 10, 2023, 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 the regular meeting held July 13, 2023.
Action: Approve minutes of regular meeting held 07/13/2023.
3. Review and action on August 2023 monthly bills and financial statement for preceding month. (Terri Gazdik).
Action: Approve monthly bills and financial report.
4. Discussion and Reports from District Operations Officer, Fire Chiefs and legal counsel, including:
 - a. Richard Fowler, Operations Officer:
 - (1) Operations report.
 - (2) Update and discussion on the grange lease.
 - (3) Discussion regarding proposed collective bargaining agreement with International Association of Fire Fighters (IAFF) Local #5396, status of negotiations with International Association of Fire Fighters (IAFF) Local #5396, and possible approval of the final draft of said agreement.
Possible Action: Approve final draft of collective bargaining agreement with IAFF Local #5396.
 - (4) Discussion on south property.
 - (5) Discussion regarding proposed budget and authorization to post and publish the notice of annual budget hearing (August 29, 2023 at 12:00 p.m.) and proposed budget for the 2023/2024 fiscal year.
Possible Action: Approve the posting and publication of proposed budget and annual budget hearing notice for final action at annual budget meeting to be held on August 29, 2023 at 12:00 p.m.
 - b. Chief Duane Nelson, report regarding Idaho Falls Fire Department activity and needs.
 - c. Chief Stacy Hyde, report regarding Ammon Area fire responses activity and needs.
 - (1) Discussion regarding proposed Resolution 2023-001R - Setting BCFD1 Fees and authorization to post and publish the proposed resolution and notice of the public hearing on the proposed resolution.

Possible Action: Approve the posting and publication of proposed Resolution 2023-001R Resolution Setting BCFD1 Fees and approve the posting and publication of the hearing notice on the proposed resolution for final action at meeting to be held on August 29, 2023 at 12:00 p.m.

- (2) Discussion regarding LIV (Life Safety Inspection Vault) Master Services Agreement

Possible Action: Approve execution of the LIV (Life Safety Inspection Valt) Master Services Agreement.

5. Patron and community comments (limited to 5 minutes each)
6. **Summary of Action Items:**
 - (a) **Approval of July 13, 2023 meeting minutes.**
 - (b) **Approval of monthly bills and financial report.**
 - (c) **Possible approval of finalized collective bargaining agreement with IAFF Local #5396.**
 - (d) **Possible action to approve the posting and publication of the proposed budget and annual budget hearing notice for final action at annual budget meeting to be held on August 29, 2023 at 12:00 p.m.**
 - (e) **Possible action to approve the posting and publication of proposed Resolution 2023-00R-Setting BCFD1 Fees and hearing notice for final action at meeting to be held on August 29, 2023 at 12:00 p.m.**
 - (f) **Possible approval to execute LIV (Life Safety Inspection Valt) Master Services Agreement.**
7. 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
August 10, 2023

Vendor	Purchase	Invoice Date	Due Date	Invoice Amount	Net Amt Due
Nelson Hall Parry Tucker PA	Inv 7.31.23	07/31/23	Upon receipt	3,788.00	3,788.00
Cooper Norman	Inv 122705	07/31/23	Upon receipt	3,771.00	3,771.00
Century Link	208-524-9124	07/10/23	pd online	35.02	35.02
	208-525-4800	07/28/23	pd online	23.28	23.28
Rocky Mountain Power	S 55th, S 45th	07/25/23	pd online	90.24	90.24
	2137 S Ammon	08/08/23	pd online	834.83	834.83
	2137 S Ammon	08/08/23	pd online	307.02	307.02
Intermountain Gas	S 55th W	08/02/23	pd online	15.00	15.00
	2137 S Ammon	07/03/23	pd online	46.98	46.98
	3575 Brookfield Lane	08/03/23	pd online	42.85	42.85
Cardmember Services	Ammon	07/07/23	Upon receipt	5,385.86	5,385.86
	BCFD	07/07/23	Upon receipt	91.44	91.44
All Things Automotive	Inv 53753	07/24/23	Upon receipt	104.89	104.89
ALSCO	LBLA2403947,2407804,2411661	7/3,17,31	Upon receipt	328.26	328.26
BPA Health	0033206-IN	08/02/23	Upon receipt	75.00	75.00
City of Ammon	2137 S Ammon	07/21/23	Upon receipt	130.80	130.80
	3575 Brookfield	07/21/23	Upon receipt	505.39	505.39
Delta Fabrication	Inv 935140	07/03/23	Upon receipt	600.00	600.00
Fleetpride	Inv 1057	08/03/23	Upon receipt	8,146.12	8,146.12
LN Curtis & Sons	Inv 728128, 728723	7/20,21	Upon receipt	996.33	996.33
Prevent Fire	Inv 18752	07/28/23	Upon receipt	377.32	377.32
T-Mobile	Inv 8/13/2023	07/22/23	Upon receipt	218.65	218.65
Western States	Inv IN002392702, 002459757	5/12, 7/14	Upom Receipt	2,018.30	2,018.30
Wex Fuel	July Billing	07/31/23	Upon receipt	2,280.93	2,280.93
Total				30,213.51	30,213.51

Financial Institution	Amount	Current Interest Rate
Idaho Central Credit Union	matures 1/13/2024	277,584.64 4.43%
East Idaho Credit Union	matures 9/3/2023	254,568.60 2.00%
East Idaho Credit Union checking		5.00
Mountain America Federal Credit Union	matures 3/19/25	303,039.20 4.56%
Westmark	matures 4/24/2024	280,596.02 5.25%
Citizens Community Bank/Glacier	matures 5/27/2024	275,042.42 4.00%
Lookout CU	matures 10/22/23	266,038.05 0.25%
Bank of Commerce CD #6216	matures 6/24/2024	288,970.47 4.25%
Connections CU CD	matures 6/1/2024	277,809.37 3.35%
DL Evans	matures 3/27/2024	263,858.04 3.05%
LGIP		4,380,898.24 4.92%
Stifel		503,219.81 4.50%
Connections savings		31.37
Idaho Central Credit Union Savings		25.00
Mountain America Federal Credit Union		5.00
Westmark Savings		25.28
Lookout Credit Union savings		25.00
Lookout Credit Union savings		25.70
Bank of Commerce savings		50,112.38 0.41%
Bank of Commerce		139,305.30
Bank of Commerce MM		5,325.29 1.50%
TOTAL		7,566,510.18

Fiscal year	2022/2023	
City of Idaho Falls payments		
<u>Due</u>		
October	x	420,268.00
January	x	420,268.00
April	x	420,268.00
July	x	420,268.00
Total		1,681,072.00

Authorization to pay bills

BONNEVILLE COUNTY FIRE PROTECTION DISTRICT #1

08/09/23

Profit & Loss Budget vs. Actual

Accrual Basis

October 2022 through July 2023

	Oct '22 - Jul 23	Budget	\$ Over Budget	% of Budget
Income				
400.00 · Tax Revenues	3,917,597.43	3,547,298.90	370,298.53	110.4%
4040.00 · Gain/loss on investments	25,000.00	0.00	25,000.00	100.0%
410.00 · Interest Income	143,020.46	10,416.66	132,603.80	1,373.0%
420.00 · Miscellaneous Income	22,989.59	20,250.00	2,739.59	113.5%
440.00 · Grant Proceeds	0.00	400,000.00	-400,000.00	0.0%
Total Income	4,108,607.48	3,977,965.56	130,641.92	103.3%
Expense				
500.00 · Advertising	5,079.28	4,166.66	912.62	121.9%
505.00 · Auto - Fuel & Oil	13,330.06	20,832.00	-7,501.94	64.0%
520.00 · Capital Outlay	268,030.41	54,166.68	213,863.73	494.8%
530.00 · Travel	31.04	0.00	31.04	100.0%
535.00 · Dues & Subscriptions	3,179.20	4,166.68	-987.48	76.3%
542.00 · Equipment Rent	1,872.00	0.00	1,872.00	100.0%
550.00 · Ins - Fire, Auto & Liab.	9,646.50	25,000.00	-15,353.50	38.6%
568.00 · Audit Fees	14,000.00	8,333.34	5,666.66	168.0%
569.00 · Accounting Costs	45,966.55	37,500.00	8,466.55	122.6%
570.00 · Legal Costs	57,664.80	52,500.00	5,164.80	109.8%
574.00 · Contract Services-Machine Hire	0.00	1,250.00	-1,250.00	0.0%
575.00 · Building Maintenance/Operation	31,315.78	25,833.34	5,482.44	121.2%
576.00 · Ground Repair & Maint	865.39	0.00	865.39	100.0%
580.00 · Miscellaneous	99.15	0.00	99.15	100.0%
581.02 · Clothing & Uniforms - Ammon	4,227.30	0.00	4,227.30	100.0%
582.02 · Personal Protective Equip-Ammon	2,011.22	0.00	2,011.22	100.0%
583.02 · Postage - Ammon	86.29	0.00	86.29	100.0%
584.02 · Health & Safety - Ammon	1,524.20	0.00	1,524.20	100.0%
585.00 · Office Supplies/Expense	773.14	0.00	773.14	100.0%
586.00 · Training & Certification	498.33	4,166.68	-3,668.35	12.0%
615.00 · Repairs & Maint - Equipment	14,324.21	42,500.00	-28,175.79	33.7%
616.00 · Vehicle Repair & Maintenance	26,557.71	0.00	26,557.71	100.0%
625.00 · Supplies	15,464.30	54,166.68	-38,702.38	28.5%
630.00 · Taxes & Licenses	304.42	0.00	304.42	100.0%
640.00 · Utilities	14,082.41	21,666.68	-7,584.27	65.0%
644 · Payroll, Benefits, & Taxes				
645.00 · Wages & Salaries	807,813.84	1,291,033.34	-483,219.50	62.6%
647.00 · Employee Benefits				
648.00 · Insurances - Employee	115,158.44	0.00	115,158.44	100.0%
648.11 · HSA	36,164.84	0.00	36,164.84	100.0%
648.12 · PERSI	94,603.36	0.00	94,603.36	100.0%
648.13 · HRA	8,119.95	0.00	8,119.95	100.0%
648.14 · Phone Reim	610.50	0.00	610.50	100.0%
647.00 · Employee Benefits - Other	600.00	0.00	600.00	100.0%
Total 647.00 · Employee Benefits	255,257.09	0.00	255,257.09	100.0%
650.00 · Wages - Tax Employer	65,127.27	0.00	65,127.27	100.0%
644 · Payroll, Benefits, & Taxes - Other	311.62			
Total 644 · Payroll, Benefits, & Taxes	1,128,509.82	1,291,033.34	-162,523.52	87.4%
655.00 · Workmens Compensation	43,843.00	16,666.68	27,176.32	263.1%
660.00 · IT	13,413.59	25,000.00	-11,586.41	53.7%
675.00 · Fire Dept Grant Expend	0.00	400,000.00	-400,000.00	0.0%
700.00 · Payments - City of Idaho Falls	1,681,072.00	1,681,072.00	0.00	100.0%
Total Expense	3,397,772.10	3,770,020.76	-372,248.66	90.1%
Net Income	710,835.38	207,944.80	502,890.58	341.8%

**Bonneville County Fire
Protection District #1
Proposed Budget for Year Ended 9/30/2024**



**BONNEVILLE COUNTY
FIRE DISTRICT #1**

Revenues	Budgeted 2023-2024
Taxes-limited to 3% increase	3,906,919
Contract fire revenue	150,000
Grant proceeds - Pumper etc	427,500
Interest on investments (estimated)	315,000
Miscellaneous - net fees collected by Ammon	25,403
	<u>4,824,822</u>
Expenditures	
Advertising and Public Relations	10,000
Audit	15,000
Vehicle and travel	20,000
Building and Grounds Maintenance	35,000
Equipment Maintenance	45,000
Capital Outlay	230,000
Capital Outlay - Grant Expended	475,000
Commissioner's Expense(includes pr taxes, wc, PERSI)	80,000
Computer Support and Equipment	22,500
Property insurance	25,000
Training and Safety	7,500
Workmens Compensation Insurance	45,000
Dues and Subscriptions	5,000
Legal	68,000
Accounting	60,000
Supplies and Miscellaneous	65,000
Utilities	25,000
Employee Payroll, Retirement, Benefits	1,910,750
City of Idaho Falls Contract	1,681,072
Total	<u>4,824,822</u>
Excess (Deficit)	<u>(0)</u>

**Proposed payment to the City of Idaho
Falls for the year ended 9-30-2024**

1,681,072.27/4 payments	October 10, 2023	420,268.07
	January 10, 2024	420,268.07
\$1,681,072.27 represents the contract agreed upon with The City of Idaho Falls	April 10, 2024	420,268.07
	July 10, 2024	420,268.07
	TOTAL	1,681,072.27

Proposed Budget:

General Fund (3%)	3,853,566
New Construction	133,614
Less: Property Tax Replacement	(80,261)
Maximum non-exempt property tax budget	<u>3,906,919</u>

Capital Outlays:

Tinder	90,000
Plow truck, inspector car, equipment replacement	140,000
Grant expended on Truck	475,000
	<u>705,000</u>

Appropriated Funds

Satellite Station	1,050,000
South Station	2,165,000
	<u>3,215,000</u>

COPY

Collective Bargaining Agreement

Bonneville County Fire
Protection District #1

and

Bonneville County Firefighters
Local #5396

October 2023 through September 2024

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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 I. PURPOSE

Section 1.01 General Purpose

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

Section 1.02 Public Employees

- (a) The Fire Department 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 1.03 Equal Employment

- (a) 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 II. RECOGNITION

Section 2.01 The DISTRICT recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, and all other terms and conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief and Deputy Chiefs. Nothing in this article shall be construed as prohibiting the Fire Chief, and Deputy Chiefs from voluntarily maintaining UNION membership.

Article III. MANAGEMENT RIGHTS

Section 3.01 The 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 the Fire 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 the DISTRICT, or applicable law(s). Management rights shall not be exercised with malice or ill will toward any employee of the DISTRICT

Article IV. TIME OFF FOR UNION BUSINESS

Section 4.01 The 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 4.02 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 V. CHECK OFF

Section 5.01 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 VI. SENIORITY LIST

Section 6.01 Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department 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 the 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 VII. PERSONNEL REDUCTION

Section 7.01 In case Fire District decides to reduce the Fire Department 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 7.02 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 7.03 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 VIII. HOURS OF WORK

Section 8.01 The hours of work shall be so established by the Fire Department 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 8.02 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 8.03 Each shift will be twenty-four (24) hours, from 7:00 am to 6:59:59 am the following day. The work week starts on Sunday at 12:00 am and ends on the following Saturday at 11:59:59 pm.

Section 8.04 The regular 21-day schedule shall consist of three (3) platoons (A, B, and C) each working shifts in 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 8.05 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 8.06 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 8.07 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 8.08 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 8.09 Compensatory time may be accumulated up to one-hundred-fifty-six (156) hours. Any firefighter that has met the maximum compensatory bank of 156 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 8.10 An employee who retires or separates from the 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 IX. SALARIES

Section 9.01 Appendix A shall be the schedule of base wage salaries payable to the members of the Fire Department.

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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 X. HOLIDAY PAY

Section 10.01 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

Section 10.02 Employees shall be compensated eight hours for each holiday; the eight extra hours will be added to the employee's biweekly paycheck in which the holiday falls.

Article XI. CLOTHING ALLOWANCE

Section 11.01 The DISTRICT shall provide uniforms to all 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 XII. PROTECTIVE CLOTHING

Section 12.01 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 XIII. EMPLOYEE BENEFITS

Section 13.01 Medical benefits

- (a) The 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 the 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) The 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 the 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 the DISTRICT.

Section 13.02 Time Off

- (a) Any employee incurring a non-duty sickness or disability, which renders them unable to perform their duties, shall receive Personal Time Off (PTO) for the use of covering any time off needed.
- (b) Employees are covered under the Family and Medical Leave Act as a government employee.
- (c) Any employee unable to perform their duties for more than three (3) consecutive shifts due to non-duty sick leave or disability shall be required to provide a statement from their Licensed Health Care Provider.
- (d) In cases of sickness or injury of the employee's immediate family necessitating the employee's absence from duty, employees shall be entitled to take up to two (2) shifts off. Additional leave may be granted for extenuating circumstances at the discretion of the Fire Chief or their designate. For purposes of this article, immediate families are those members who live in the same residence as the employee, or who depend upon the employee for regular medical care.

Section 13.03 Active Employee Death Benefit

- (a) Upon the death of an active employee, all hours remaining in the employees benefit hours banks will be paid at 100% to the employee's estate by a printed check to the employee's beneficiary.
 - (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 the DISTRICT on October 1, 2020 shall not be included in the paid benefits.

Section 13.04 On the job injuries

- (a) Whenever an employee is incapacitated on the job in their duty, they shall receive Worker's Compensation by the State Insurance Fund.

Section 13.05 Limited duty

- (a) Any employee who is temporarily incapacitated off duty, and who has a limited duty statement from their doctor, may be allowed to return to work if limited/light duty work is available. All limited/light duty work shall be assigned by the Fire Chief. All personnel on limited/light duty shall not respond to emergency calls on an apparatus. All personnel on limited/light duty shall be under the direct supervision of a chief officer.

Section 13.06 Bereavement

- (a) 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 13.07 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) The DISTRICT shall provide access to an exercise facility for all on duty personnel.

Article XIV. GRIEVANCE PROCEDURE

Section 14.01 Disputes or differences arising between the DISTRICT and the UNION and/or individual firefighters as to the meaning or application of any provision of this Agreement or of the Rules and Regulations of the 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 the 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, the UNION shall present the grievance in writing to the 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. The 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 the UNION or the 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 the UNION and the 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, the UNION and the 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, the UNION and the 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 the DISTRICT and the UNION.
- (k) Failure to meet a deadline will result in prompt initiation of the next Step.

Article XV. PREVAILING RIGHTS

Section 15.01 Rights Retained Unaffected

- (a) All rights, privileges, and obligations enjoyed by the personnel of the Fire Department 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 XVI. NO STRIKE CLAUSE

Section 16.01 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 the Fire Department.

Article XVII. PERSONAL TIME OFF

Section 17.01 Personal Time Off (PTO) for EMPLOYEES will accrue on a biweekly basis as follows:

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

Section 17.02 Accrual shall start on the employees first bi-weekly paycheck after satisfying sixty (60) days of employment. 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 17.03 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 17.04 Retirement/Separation Payout

- (a) An employee who retires or separates from the 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 XVIII. DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

Section 18.01 DISTRICT shall pay any DISTRICT Fire Department 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) The 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) The DISTRICT shift employee will be paid by the DISTRICT and will retain all benefits and insurance during the deployment.
- (d) The DISTRICT shall be reimbursed through a separate contract by requesting agency.
- (e) This agreement for reimbursement shall apply even where the DISTRICT Fire Department employee is deployed as part of an apparatus crew or as a single resource.
- (f) The DISTRICT Fire Department employee shall assist DISTRICT by providing the 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.

Section 18.02 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 his/her former position or to an equivalent position, providing:
 1. He/she 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 the 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 XIX. HIRING AND PROMOTIONS

Section 19.01 Initial hiring and promotional processes shall be in adherence with BCFD1 Operation’s manual.

- (a) The Fire Chief shall have the final Decision in all Hiring and promotions. The UNION shall be allowed to be present at all interview panels and the UNION representative shall only provide the Chief with a written evaluation for each candidate interviewed if requested.

Article XX. PROGRESSIVE DISCIPLINE

Section 20.01 Purpose

- (a) 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 20.02 Scope

- (a) This policy applies to all members of the Bonneville County Fire District #1.

Section 20.03 Responsibilities

- (a) 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 20.04 Procedures

- (a) 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 (The 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 20.05 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) Following two years of good behavior and satisfactory completion of a Work Improvement Plan, documentation for Steps 4 and 5 may be removed from the employee’s personnel file.

Article XXI. SHIFT TRADE

Section 21.01 Upon approval of the Fire/Deputy Chief, any employee will have the right to exchange shifts or trade with any other employee. 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. The person who agrees to the exchange of shifts will assume the responsibility for working that day.

Article XXII. TRAINING & RISK REDUCTION

Section 22.01 In an effort to maximize safety and minimize liability, all full-time shift personnel shall possess a Class B Commercial 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) The 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. The DISTRICT shall pay the full cost of the initial CDL.
 2. The 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, the DISTRICT shall reimburse the employee the cost difference of their original driver's license and the CDL.

Article XXIII. PROCEDURAL AGREEMENT

Section 23.01 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 federal and Idaho statutes, rules and regulations.

Section 23.02 LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in either the BCFD1 fire station or the law offices of the 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 23.03 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. More than ten (10) sessions may be held if necessary and are to be set by mutual agreement of the chairperson of each bargaining team.

Section 23.04 BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be determined each year 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 being notified shall have ten (10) days in which to submit a list of its bargaining committee members.

Section 23.05 PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open meeting and all materials presented shall be considered public records.

Section 23.06 RECORDING RESTRICTIONS: Stenographic recording or audio recording of negotiations shall be allowed. Both parties shall be given copies of any recordings made. The dissemination of any minutes, notes, or recordings shall conform to section 22.08.

Section 23.07 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.

Section 23.08 TENTATIVE AGREEMENTS: Tentative agreements may be used to build the framework of the prospective contract throughout the negotiating process. Although issues tentatively agreed to may at any time be reopened for further negotiation, the parties agree that such issues shall not be reopened for the purpose, and in the context of bargaining and negotiation on other subsequent issues. Tentative agreements shall be recorded by a negotiator for each party initialing the contract language tentatively agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively agreed upon until an agreement has been reached on all matters and issues between the parties and the contract has been duly executed as provided in Section 22-10.

Section 23.09 AUTHORITY: Each party's negotiating team has authority to reach a tentative agreement, but for any agreement to be executed and binding, it must be approved by the Fire District Commissioners and ratified by the membership of the UNION.

Section 23.10 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 23.11 RATIFICATION EFFORT: Once 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 23.12 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. Upon dissemination of the Fact-Finding Commission's findings, the findings shall be binding on both parties.

Section 23.13 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 XXIV. SAVING CLAUSE

Section 24.01 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 XXV. EFFECTIVE DATES AND DURATION OF AGREEMENT

Section 25.01 This Agreement, including Appendix A shall become effective, *12:01 AM on October 1, 2023* upon the date that DISTRICT's representatives and UNION's representatives both sign this Agreement and shall remain in full force and effect until 12:00 midnight, September 30, 2024, and thereafter, from year to year until 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 25.02 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 DEPARTMENT PAY GRADE SCHEDULE (Hourly Rate)

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter	\$16.20	\$16.77	\$17.35	\$17.96	\$18.59	\$19.24
Lieutenant	\$19.44	\$20.12	\$20.82	\$21.55	\$22.31	\$23.09
Captain	\$22.89	\$23.69	\$24.52	\$25.38	\$26.27	\$27.19

Rank	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Firefighter	\$19.91	\$20.61	\$21.33	\$22.07	\$22.85	\$23.65
Lieutenant	\$23.90	\$24.74	\$25.60	\$26.50	\$27.43	\$28.39
Captain	\$28.14	\$29.12	\$30.14	\$31.20	\$32.29	\$33.42