

COLLECTIVE LABOR AGREEMENT

EAGLE FIRE DISTRICT

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 4553

January 1, 2023 to December 31, 2024



TABLE OF CONTENTS

ARTICLE 1. PREAMBLE.....	1
ARTICLE 2. GENERAL PROVISIONS.....	2
Section A. Term.....	2
Section B. Scope.....	2
Section C. Definitions.....	3
Section D. Nondiscrimination and Equal Employment Opportunity.....	4
Section E. Residency.....	5
Section F. Union Business.....	5
Section G. Monthly Service Charge.....	6
Section H. Strikes.....	7
Section I. Management Rights.....	7
Section J. Prevailing Rights.....	9
Section K. Construction.....	9
Section L. Saving Clause.....	10
ARTICLE 3. NEW EMPLOYEES.....	10
ARTICLE 4. PROMOTIONS.....	10
ARTICLE 5. WAGES.....	10
Section A. Pay Dates.....	10
ARTICLE 6. OVERTIME.....	11
Section A. Purpose.....	11
Section B. Definitions.....	11
Section C. Work Periods.....	12

Article 7. SEPARATION..... 12

 Section A. Buy down..... 12

 Section B. Personal Leave buydown retirement option..... 13

 Section C. Reduction in Force 13

ARTICLE 8. TIME OFF..... 14

 Section A. Paid Leave (PL) Vacation..... 14

 Section B. Work Schedules 14

 Members Assigned to Shift work schedule. 14

 Section C. Probationary Members..... 15

 Section D. PL Request (Sick Leave). 15

 Section E. Extended Sick Leave 15

 Section F. PL Requests (Vacation) See Appendix “B” 16

 Section G. Minimum Staffing..... 16

 Section H. Working Out of Class. 17

 Section I: Holidays..... 21

 Section J: Family Medical Leave..... 21

 Section K: Bereavement. 21

 Section L. Leave of Absence. 22

 Section M. Military Leave..... 22

ARTICLE 9. SHIFT TRADES 23

ARTICLE 10. BENEFITS 23

 Section A. Health Insurance. 23

ARTICLE 7. 23

Section B. Dental Insurance.....	23
Section C. Disability and Life Insurance.....	24
Section D. Retirement Benefits.....	24
Section E. PERSI 401K.....	24
Section F. Vision Insurance.....	25
Section G. Medical Opt-Out.....	25
Section H. HRA-VEBA Contribution.....	25
ARTICLE 11. DISCIPLINE AND GRIEVANCES.....	25
Section A. Progressive Discipline.....	25
Section B. Grievances.....	26
ARTICLE 12. PHYSICAL FITNESS.....	29
Section A. Time.....	29
Section B. Annual Medical Examination Procedure.....	29
ARTICLE 13. UNIFORMS.....	29
ARTICLE 14. VOLUNTARY DEMOTION.....	29
ARTICLE 15. WORKERS COMPENSATION.....	30
APPENDIX “A”.....	30
APPENDIX “B”.....	31
Section A. PL Requests (Vacation).....	32
Section B. Cancellation of Vacation Picks:.....	32
Section C. Number of Vacation Picks:.....	32
Section D. Vacation Pick Order 2023-2024.....	33
APPENDIX “C”.....	35

Section A. Dozer Operator Program..... 35

Section B. Assignments and Travel..... 36

Signature Page 38

1 **COLLECTIVE LABOR AGREEMENT**

2 AGREEMENT made this 1st day of January 2023 between the EAGLE FIRE DISTRICT,
3 a Fire District of Idaho, hereinafter referred to as the DISTRICT, and the INTERNATIONAL
4 ASSOCIATION OF FIRE FIGHTERS, LOCAL 4553, hereinafter referred to as the UNION.

5 WITNESSETH:

6 **ARTICLE 1. PREAMBLE**

7 WHEREAS, pursuant to the provisions of Idaho Code, Chapter 18, Title 44 (Session laws
8 1970, Chapter 138 as amended), the DISTRICT and the UNION have reached agreement with
9 respect to wages, rates of pay, working conditions and all other terms and conditions of
10 employment.

11 WHEREAS, the DISTRICT and the UNION agree that the establishment and maintenance
12 of trust, harmony, efficiency, and job effectiveness are in the best interests of the DISTRICT, the
13 UNION, and the public. Furthermore, it is agreed by both the DISTRICT and the UNION that the
14 successful resolution of problems is an important element of their working relationship, and the
15 DISTRICT and the UNION commit themselves to the equitable and peaceful adjustment of any
16 differences that may arise.

17 WHEREAS, the DISTRICT agrees to recognize the DISTRICT'S fire fighters as
18 professional fire fighters dedicated to serving the citizens of Eagle; the UNION agrees to recognize
19 the DISTRICT'S Chief Officers as professional fire administrators dedicated to serving the
20 citizens of the DISTRICT; the UNION agrees to support the DISTRICT in improving the safety
21 of citizens and fire fighters to the fullest extent possible.

1 WHEREAS, representatives of the UNION timely presented to the DISTRICT written
2 notice for a meeting for collective bargaining purposes pursuant to the provisions of said Chapter
3 18, Title 44, Idaho Code (Session Laws 1970, Chapter 138); and

4 WHEREAS, representatives of the DISTRICT and the UNION have met and conferred in
5 good faith regarding wages, rates of pay, working conditions and all terms and conditions of
6 employment, and, as a result thereof, the DISTRICT and the UNION desire to enter into a
7 Collective Labor Agreement resolving such matters in favor of the fire fighters and the DISTRICT
8 for the period of January 1, 2023 through December 31, 2024; and

9 NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and
10 agreements hereinafter provided, the DISTRICT and the UNION mutually agree as follows:

11 **ARTICLE 2. GENERAL PROVISIONS**

12 **Section A. Term.** This Collective Labor Agreement, hereinafter referred to and called
13 AGREEMENT, shall become effective January 1, 2023; and shall remain in full force and effect
14 through December 31, 2024

15 In agreeing to this twenty-four (24) month AGREEMENT, the parties agree that the
16 statutory notice provisions of Idaho Code §§44-1804 and 44-1808 are separate and distinct and
17 further, that for purposes of preparation for the negotiation of a successor AGREEMENT, the
18 UNION may give timely notice of request for bargaining on matters requiring appropriation
19 pursuant to Idaho Code §44-1808, and may thereafter give separate timely notice of request for a
20 meeting for collective bargaining purposes pursuant to Idaho Code §44-1804.

21 **Section B. Scope**

22 The DISTRICT hereby recognizes the UNION as the sole and exclusive bargaining agent
23 for all paid fire fighters in the DISTRICT pursuant to Chapter 18, Title 44, Idaho Code. For

1 purposes of this AGREEMENT, the fire fighters in the Eagle Fire District shall mean all the full-
2 time paid members of the Fire District whose positions, because of the duties required, are defined
3 as fire fighter positions in Chapter 18, Title 44, Idaho Code, and specifically include only the
4 Firefighter, Driver/Engineer, Captain, and Battalion Chief. The Fire Chief, Deputy and Division
5 Chiefs, Fire Marshal, Deputy Fire Marshal, Fire Chief's Administrative Staff, and anyone subject
6 to the PERSI Rule of 90 are specifically excluded. In the event a new position not referenced
7 above is created within the Eagle Fire District during the term of this AGREEMENT,
8 representatives of the DISTRICT and the UNION shall immediately meet and discuss whether the
9 new position is appropriately within or outside the bargaining unit represented by the UNION. If
10 the parties are unable to reach agreement as to whether this new position falls within the definition
11 of "fire fighter," as defined by Idaho Code § 44-1801(a), the position shall be excluded from the
12 bargaining unit until the current Collective Labor Agreement expires, at which time the parties
13 shall resolve the dispute unless the position is created sooner than twelve (12) months prior to the
14 expiration of the current Collective Labor Agreement, in which event the dispute shall be
15 submitted by the parties for unit clarification purposes pursuant to the provisions of Article 12.

16 **Section C. Definitions.**

17 For the purposes of this AGREEMENT, as used herein:

18 "Fire Chief" – The term "Fire Chief" shall mean the Fire Chief of the Eagle Fire District.

19 "Fire Chief" shall also include the Fire Chief's designated representative.

20 "Members" – shall be all full-time paid fire fighters in the Eagle Fire District, as the term
21 fire fighter is defined in Chapter 18, Title 44 of the Idaho Code, and as further defined in ARTICLE
22 2, Section B of this AGREEMENT.

1 “Shift Duty Members” – shall mean members assigned by the Fire Chief to a fifty-six (56)
2 hour week, such hours to be performed through the existing three-platoon system.

3 “Day Shift Members” – Shall mean members assigned by the Fire Chief to a forty (40)
4 hour week.

5 “Vacancy” - An open position resulting from voluntary or involuntary termination,
6 retirement, death, promotion or demotion. Vacancies do not result from a reduction in force,
7 temporary assignment or temporary appointment.

8 “Shift” – A 24-hour period a member is on duty. A shift is one-half of a regularly assigned
9 tour of duty.

10 “Tour” – A 48-hour period a member is on duty. A tour is the equivalent of two shifts that
11 constitutes the 48 hours work in a shift duty member’s 48/96-work schedule.

12 “Policy Manual” – The Eagle Fire Protection District policy manual is a statement of the
13 current policies, rules and guidelines of this department. An electronic version is available to all
14 members for viewing.

15 **Section D. Nondiscrimination and Equal Employment Opportunity.**

16 1. The DISTRICT and the UNION shall not discriminate against any member with
17 respect to a member’s compensation, terms, conditions or privileges of employment because of
18 activity in an official capacity, on behalf of the UNION. The DISTRICT and the UNION shall
19 not discriminate against any employee, full-time or part-time, of the DISTRICT who chooses not
20 to belong to the UNION.

21 2. The DISTRICT and the UNION agree to provide equal employment opportunity
22 and employment practices to all employees without regard to race, color, religion, national origin,
23 disability, veteran’s status, sex or age, as required by law.

1 **Section E. Residency.**

2 Residency within the corporate limits of the Eagle Fire District shall not be a condition of
3 employment or continued employment. However, if non-residency creates circumstances
4 affecting the operating efficiency or response capabilities of the DISTRICT, residency shall
5 become a subject of renegotiation between the UNION and the DISTRICT. The domiciling of
6 DISTRICT vehicles shall be within a 21-mile distance from Eagle Fire District Limits for all
7 vehicle assignments.

8 **Section F. Union Business.**

9 Up to three (3) members of the UNION's Contract Negotiation Committee shall be allowed
10 to use personal time off for all meetings with the DISTRICT for contract negotiations, which shall
11 be mutually set by the DISTRICT and the UNION. In addition, the UNION may from time to
12 time bring other requests to use personal time off for UNION conventions, seminars, and
13 workshops and other meetings of a similar nature to the attention of the Fire Chief. The DISTRICT
14 agrees to grant paid time off to UNION official(s), at the sole discretion of the Fire Chief, to
15 conduct UNION business with Fire District management and DISTRICT officials, such as
16 grievance-related matters.

17 UNION members may exchange time in the form of a "Union Duty Trade" (UDT) to cover
18 on duty UNION members who are participating in PFFI or State Legislative activities. All UDT
19 requests shall follow the Regular Duty Trade procedures as outlined in Article 10 of this
20 agreement.

21 The DISTRICT will allow the UNION to put up one bulletin board, approximately 24
22 inches by 36 inches in size, at each Eagle Fire Station to post UNION Business Information, signed
23 by the President, Vice-President or the Secretary of the UNION only. The DISTRICT shall retain

1 sole discretion as to the appropriateness of such information and the UNION shall indemnify the
2 DISTRICT for any and all legal fees, expenses, and liability arising from any materials the UNION
3 posts. The UNION agrees to comply with all relevant provisions of the Eagle Fire Department
4 Policy Manual. The DISTRICT agrees to allow UNION monthly meetings to occur at any fire
5 station at a date and time that has been placed on the operations calendar at a minimum of ten (10)
6 days in advance as to not conflict with any scheduled daily operational needs. All Company
7 members will be expected to respond to calls, unless they have made arrangements for and received
8 approval of unpaid time off and arranged coverage. On-duty members will remain in quarters and
9 conference call into the meetings unless otherwise approved by the Fire Chief.

10 **Section G. Monthly Service Charge.**

11 The UNION shall request present or future bargaining unit members to pay to the UNION
12 a monthly service charge. For UNION members that service charge will constitute that member's
13 UNION dues, fees and assessments. The UNION shall request each bargaining unit employee to
14 sign and file with the DISTRICT a written authorization approving this deduction, and remittance,
15 from wages/salary.

16 The DISTRICT agrees to deduct the authorized monthly service charge in the amount
17 specified by the authorized officer of the UNION, from the pay of bargaining unit employees upon
18 receipt of the written authorization from the employee. The DISTRICT further agrees to transmit
19 those amounts monthly to the UNION following such monthly service charges are withheld from
20 the wage/salary of each employee and following the monthly Board of Commissioners meeting.
21 The UNION agrees to give the DISTRICT a minimum of sixty (60) days written notification prior
22 to the payroll input date of any change in the monthly service charge.

23

1 **Section H. Strikes.**

2 Upon the consummation and during the term of this AGREEMENT, no member of the Fire
3 Department of the DISTRICT covered by this AGREEMENT shall strike or recognize a picket
4 line of any labor organization while in the performance of the member's official duty.

5 **Section I. Management Rights.**

6 The DISTRICT has and will continue to retain, whether exercised or not, all of the rights,
7 powers and authority heretofore had by it and, except where such rights, powers and authority are
8 specifically relinquished, abridged or limited by the provisions of this AGREEMENT, it shall have
9 the sole and unquestioned right, responsibility and prerogative of management of the affairs of the
10 DISTRICT and direction of the working forces, including but not limited to the following:

- 11 • To determine the care, maintenance, operation, amount and introduction of
12 equipment/apparatus used for and on behalf of the purpose of the DISTRICT, in its
13 main or reserve fleet;
- 14 • To determine the financial policies of the DISTRICT, including its budget;
- 15 • To determine the administrative organization of the DISTRICT and its mission;
- 16 • To maintain the efficiency of the operation of the DISTRICT;
- 17 • To determine the structure and organization of the DISTRICT, including the right to
18 supervise, subcontract non-bargaining unit work, expand, consolidate or merge any
19 division thereof;
- 20 • To determine the organization of the DISTRICT to set the standards of services to be
21 offered to the public;

- 1 • To utilize personnel, methods, procedures, and means in the most appropriate and
2 efficient manner possible, and to determine the standards of performance of
3 employees, including the standards of quality and quantity of work to be done;
- 4 • To determine the qualifications for employment, and the nature and content of
5 personnel examinations;
- 6 • To hire, examine, classify, promote, train, transfer, assign, reassign, schedule, and
7 retain employees in positions within the DISTRICT;
- 8 • To determine shift and station assignments;
- 9 • To manage, direct, supervise, and evaluate the employees of the DISTRICT;
- 10 • To establish and enforce reasonable work rules and rules of conduct, provided such
11 rules are made known in a reasonable manner to employees affected by them and to
12 suspend, demote, discharge, or take other disciplinary action against non-
13 probationary employees for just cause, as defined in Eagle Fire Department Policy;
- 14 • To ensure that incidental duties connected with DISTRICT operations, whether
15 enumerated in job descriptions or not, shall be performed by employees;
- 16 • To alter the composition and size of the workforce because of lack of funds or other
17 lawful reasons;
- 18 • To take actions as may be necessary to carry out the mission of the DISTRICT in
19 emergencies;
- 20 • Any dispute with respect to Management Rights shall not in any way be subject to
21 arbitration, but any grievance with respect to the reasonableness of the application of
22 said Management Rights may be subject to the grievance procedures contained
23 herein.

1 The above rights by the DISTRICT are not all-inclusive, but indicate the type of matters
2 or rights which belong to or are inherent to the DISTRICT. The DISTRICT shall retain the
3 exclusive right to exercise the statutory authority of Chapter 14, Title 31, Idaho Code. It is further
4 agreed that any of the aforementioned management rights do not in any way waive the rights of
5 Employees and the UNION per the Collective Bargaining Statute in Idaho law contained in Title
6 44, Chapter 18, Idaho Code.

7 **Section J. Prevailing Rights.**

8 All rights, privileges and working conditions, enjoyed by unit employees at the present
9 time and authorized by resolutions of the Board of Commissioners or formally established by the
10 Fire Chief, which are not specifically referred to in this AGREEMENT, shall not be changed unless
11 said rights and working conditions interfere with the reasonable operational needs of the
12 DISTRICT, such as, for example, to address changes or concerns in the areas of safety, risk
13 management, technology, legal compliance, or negative financial impact on the DISTRICT.
14 Should such a need for change be identified, the DISTRICT and UNION shall negotiate over the
15 impact of such change.

16 **Section K. Construction.**

17 This AGREEMENT has been negotiated and executed in compliance with the provisions
18 of Chapter 18, Title 44, Idaho Code. The terms and conditions hereof are binding upon and govern
19 and control the rights, benefits and privileges of each party, and their successors and assigns.

20

21

22

23

1 **Section L. Saving Clause.**

2 If any provisions of this AGREEMENT or the application of such provisions shall be
3 rendered or declared invalid by any court action or by reason of any existing or subsequently
4 enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force
5 and effect. In such event, the parties agree to meet as soon as is practicable to renegotiate the
6 provision or provisions declared invalid.

7 **ARTICLE 3. NEW EMPLOYEES**

8 The UNION shall have a maximum of three (3) hours to meet with any new bargaining
9 unit employee/employees within the first thirty (30) days of their employment to discuss UNION
10 matters and membership. This will be paid time for the new employee(s). The Union
11 Representative meeting with the employee(s) will be off-duty.

12 **ARTICLE 4. PROMOTIONS**

13 The Fire Chief will maintain a promotional list, ranking the candidates by test score. If any
14 member on the list has been involved in corrective or other disciplinary action within the last
15 twelve (12) months the member may be passed over at the discretion of the Fire Chief. The
16 promotional procedure, including paper promotions, are outlined within the Eagle Fire
17 Department's Policy manual.

18 **ARTICLE 5. WAGES**

19 Wages for all UNION members shall be as fixed and set forth in APPENDIX "A", attached
20 hereto.

21 **Section A. Pay Dates.**

22 The DISTRICT agrees to pay the employees on a bi-weekly basis; 26 pay periods a year.
23
24

1 **ARTICLE 6. OVERTIME**

2 **Section A. Purpose.**

3 The following provisions shall govern compensation for overtime to employees covered
4 by the terms of the AGREEMENT.

5 **Section B. Definitions.**

6 A. Firefighter: The work period for purposes of computing overtime as required by
7 Section 207K of the Fair Labor Standards Act and applicable U.S. Department of Labor
8 Regulations shall be twenty-four (24) days.

9 B. Overtime shall be all hours worked outside of regularly scheduled and completed
10 hours of work, and shall be paid at 1.5 times the regular hourly rate of pay.

11 C. Overtime shall be approved by the Division Manager, or designee, by either
12 department rule or by individual basis, based on the purpose for which overtime compensation is
13 required.

14 D. Call Back: Call back pay is provided to firefighters covered by the terms of this
15 AGREEMENT who are called back to the working environment due to fire district emergencies.
16 Only those hours actually worked during a call back are considered for purposes of calculating
17 overtime. Fire district emergencies are defined as follows:

- 18 1 Supplement and back up the on-duty forces on all structure fire alarms or
19 on other serious emergencies;
- 20 2 To replace personnel responding to mutual aid requests as authorized by the
21 DISTRICT through prior agreements;
- 22 3 When emergency personnel are required due to a natural disaster; and
- 23 4 To replace sick or injured firefighters.

1 E. A member called back to work pursuant to Bullet D, above, at a time other than that
2 member's scheduled work shift shall be credited with a minimum of three (3) hours of overtime.

3 **Section C. Work Periods.**

4 Designated work period and workday for Shift Personnel: Regular full-time employees
5 who are assigned as a shift duty member, will work forty-eight (48) hours on with ninety-
6 six (96) hours off. A work period shall not exceed seventy-two (72) hours without approval
7 of Deputy Chief of Operations, or designee.

8 Designated work period and workday for 40-hour personnel: Regular full-time employees
9 shall work either a Monday thru Friday eight (8) hour a day work week excluding meal
10 periods, or a four (4) ten (10) hour shifts including meal periods. Personnel working either
11 40hr schedule will be given all State Holidays that the district recognizes off with pay.

12 Special Duty Status: Employees who are moved to "Special Duty Status" for the purpose
13 of multi-week training classes, temporary Department assigned position Details,
14 Department authorized multi-week fire assignments, or light duty as a result of an on-the-
15 job injury, will work a forty (40) hour work week. The forty (40) hour work week will
16 either be set as a Monday thru Friday eight (8) hour day excluding meal period, or a four
17 (4) ten (10) hour shifts including meal period.

18
19
20
21 **ARTICLE 7. SEPARATION**

22 **Section A. Buy down**

23 When a member terminates employment for any reason, the member will be paid for all
24 accrued PL at their base hourly rate, and all regularly scheduled work hours up to their separation
25 date. The separating employee will have the option to distribute up to one hundred percent (100%)

1 of the funds into a combination of: Cash, HRA VEBA, PERSI 401(k), and/or 457(b). This
2 payment will be made to the separated member on the payday following the separation date.

3 **Section B. Personal Leave buydown retirement option**

4 When a member is three (3) years from their retirement date they may elect to participate
5 in a retirement buy down plan. In order to participate the member must provide a benefits estimate
6 from PERSI stating that the time frame is within their retirement date and follow the instructions
7 found in Eagle Fire Department Policy Manual. If this option is chosen the member must remain
8 on the plan. If this option is chosen and the member does not retire the new cap totals will remain
9 in place for the member for the duration of their career.

10 The member has the option for buydown to be calculated into their base wage or be put
11 into their HRA VEBA, 401(k) or 457(b). Current PL cap is 900 hours.

12	Year	Max Buy Down	New Cap Total
13	1	252	648
14	2	252	396
15	3	252	144

16 The member must retain a minimum cap of one hundred forty-four hours (144)/ six (6)
17 days of PL.

18 **Section C. Reduction in Force**

19 In the event a reduction in force is needed it will be established by a resolution of the Board
20 of Commissioners. A reduction in force shall then be based upon a member's seniority, based upon
21 their date of hire, or seniority number. No new members, either shift duty members or day shift
22 members covered under this agreement, will be hired until the released members, in seniority
23 order, have been given the opportunity to return to work. Those members who are eligible to be

1 re-hired shall be re-hired in the inverse order in which they were released. The last in will be the
2 first out starting at the firefighter rank.

3

4 **ARTICLE 8. TIME OFF**

5 **Section A. Paid Leave (PL) Vacation.**

6 Bargaining Unit members shall be entitled to paid time off in accordance with the following
7 schedule and requirements:

8 **Section B. Work Schedules**

9 **Members Assigned to Shift work schedule.**

10	<u>Years of Employment</u>	<u>Monthly Accrual</u>	<u>Maximum Accumulation</u>
11	Less than 5 years	24 hours	900 hours
12	5 years but less than 10 years	27 hours	900 hours
13	10 years but less than 15 years	32 hours	900 hours
14	15 or more years	35 hours	900 hours

15 A conversion factor of .736 shall be used for 24hr shift personnel moving to a forty (40)
16 hour workweek schedule.

17 **Members assigned to forty (40) hour work week.**

18	<u>Years of Employment</u>	<u>Monthly Accrual</u>	<u>Maximum Accumulation</u>
19	Less than 5 years	20 hours	900 hours
20	5 years but less than 10 years	25 hours	900 hours
21	10 years but less than 15 years	30 hours	900 hours
22	15 or more years	35 hours	900 hours
23			

1 A conversion factor of 1.36 shall be used for 40-hour work week members moving to
2 twenty-four (24 hour) shift duty.

3 **Section C. Probationary Members.**

4 Probationary members of the Fire District must have completed six (6) months of
5 continuous service to the DISTRICT in order to begin using accrued PL.

6 **Section D. PL Request (Sick Leave).**

7 If member requests time off due to sickness or injury, the member shall call the Battalion
8 Chief or Station #1 Officer prior to 07:30 of the scheduled shift to notify the Department that the
9 member will be unable to work due to illness or injury of the employee or the employee's
10 immediate family, i.e., child, spouse, or parent in accordance with Department Policy. The
11 Battalion Chief or Station #1 Officer will follow Department procedures for filling the employee's
12 vacancy.

13 Members are required to provide the Fire Chief with a doctor's statement certifying that
14 the absence from work was due to sickness or injury to the member or the member's immediate
15 family after being absent for four (4) consecutive shifts, two (2) tours, or when a sick request is
16 made prior to or immediately following a scheduled vacation shift.

17 **Section E. Extended Sick Leave**

18 Extended Sick Leave (ESL) hours will be capped at twelve-hundred (1200) hours.
19 Employee(s) above twelve-hundred (1200) hours will stop accruing new hours until their hours
20 bank drops below the cap. If a member is below the twelve-hundred (1200) hour cap, the member
21 will accrue twelve (12) hours per month until reaching the cap. An employee may use time from
22 their ESL hours for medical issues related to the employee or that of a family member. Once the
23 employee has been off for more than two (2) consecutive shifts, or one (1) tour of PL, the absence

1 shall be supported by a doctor's note. If the department is notified at least two (2) weeks in
2 advance of a planned medical event, (i.e., planned surgery or birth of a child, the employee can
3 use their ESL hours on the first day the leave begins).

4 All full-time employees who have been employed by the district for twelve (12)
5 consecutive months (non-probationary) shall have the option to utilize their accrued Paid Leave
6 (PL) or Extended Sick Leave (ESL) while on eligible FMLA leave. Members who have not been
7 with the district for twelve (12) months (probationary) shall have the option to utilize any accrued
8 Paid Leave (PL) or Extended Sick Leave (ESL) while on eligible FMLA leave, per the Fire Chief's
9 discretion.

10 If a member has been off work on ESL for longer than thirty (30) days, no PL accrual will
11 be added to the member's account.

12 **Section F. PL Requests (Vacation) See Appendix "B"**

13 **Section G. Minimum Staffing.**

14 Personnel assigned to suppression activities for the DISTRICT will operate under a 48/96-
15 work schedule. To ensure effective and timely response to calls for service within the DISTRICT's
16 geographical boundary, the maximum number of employees who can take leave per shift is two
17 (2). In the event a suppression-staffing draw down meets or exceeds two (2) employees on a shift.

18 The DISTRICT reserves the right to do the following:

- 19 • Cancel or deny leave request for employees
- 20 • Re-call/Order an off-duty employee to fill vacancies

21 Daily Staffing will consist of: one (1) Battalion Chief; Three (3) members per engine
22 company station and four (4) members per truck/rescue company station.

23

1 **Section H. Working Out of Class.**

2 Staffing draw down occurs through planned employee vacation leave, extended sick leave,
3 injury leave, and education leave. In the event the district cannot fill all vacant positions through
4 the minimum staffing process as administered through Telestaff the district reserves the right to
5 fill a vacant position through working out of class, or combining station crews to meet a minimum
6 shift staffing level.

7 In order to receive working out of class pay, the employee must be formally assigned to the higher
8 classification and such employee must be on a current promotional/eligibility list for the higher
9 class with the following exception:

- 10 • When a person is not available on the appropriate promotional/eligibility list or if no list
11 exists, the appointment is from employees who meet the minimum qualifications for the
12 assignment and have passed a department qualifying process
- 13 • Employees cannot work out of class without a minimum of twelve (12) months continuous
14 service in their assigned position

15 Employees are required to work at least one (1) hour in the higher class to receive working out
16 of class pay differential. This does not apply to department position mentoring situations.

17 Employees assigned to work out of class shall be compensated for actual number of hours worked
18 in the higher classification. Employees will be compensated at the non-probationary rate of the
19 position they are acting in. Hours worked out of class will not apply towards time-in-class
20 seniority.

21 Short Term (10 consecutive shifts or less):

22
23 **Battalion Chief:**

- 24 1. Rank for Rank **OFF** DUTY (up to 72 hours)
 - 25 a. Sign up available
 - 26 b. Opportunity hours

- 1 2. Battalion Chief promotional list **ON** DUTY
- 2 a. Opportunity hours
- 3 3. Rank for Rank **OFF** DUTY (up to 96 hours)
- 4 a. Sign up available
- 5 b. Opportunity hours
- 6 4. Battalion Chief promotional list **OFF** DUTY (up to 72 hours)
- 7 a. Opportunity hours
- 8 5. Battalion Chief promotional list **OFF** DUTY (up to 96 hours)
- 9 a. Opportunity hours
- 10 6. WOC qualified **ON** DUTY
- 11 a. Opportunity hours
- 12 7. WOC qualified **OFF** DUTY (up to 72 hours)
- 13 a. Opportunity hours
- 14 8. WOC qualified **OFF** Duty (up to 96 hours)
- 15 a. Opportunity hours
- 16 (Administrative consideration will be given prior to the following steps. Contact the Deputy
- 17 Chief or his/her designee.)
- 18 9. Cancel or deny leave request
- 19 a. Education leave
- 20 10. Re-call/Order/Hold-Over Rank for Rank **OFF** DUTY
- 21 a. Hold over list
- 22 11. Cancel or deny leave request
- 23 a. Floating Vacation
- 24 b. Vacation pick
- 25 12. Re-call/Order/Hold-Over Battalion Chief promotional list **OFF** DUTY
- 26 a. Hold over list
- 27 13. Re-call/Order/Hold-Over WOC qualified list **OFF** DUTY
- 28 a. Hold over list
- 29 14. Administratively determined

31 Short Term (10 consecutive shifts or less):

32

33 **Captain:**

- 34 1. Rank for Rank **OFF** DUTY (up to 72 hours)
- 35 a. Sign up available
- 36 b. Opportunity hours
- 37 2. Captain promotional list **ON** DUTY
- 38 a. In station
- 39 b. On shift
- 40 3. Rank for Rank **OFF** DUTY (up to 96 hours)
- 41 a. Sign up available
- 42 b. Opportunity hours
- 43 4. Captain promotional list **OFF** DUTY (up to 72 hours)
- 44 a. Opportunity hours
- 45 5. Captain promotional list **OFF** DUTY (up to 96 hours)
- 46 a. Opportunity hours

- 1 6. WOC qualified **ON** DUTY
- 2 a. In station
- 3 b. On shift
- 4 7. WOC qualified **OFF** DUTY (up to 72 hours)
- 5 a. Opportunity hours
- 6 8. WOC qualified **OFF** DUTY (up to 96 hours)
- 7 a. Opportunity hours
- 8 (Administrative consideration will be given prior to the following steps. Contact the Deputy
- 9 Chief or his/her designee.)

- 10
- 11 9. Cancel or deny leave request
- 12 a. Education leave
- 13 10. Re-call/Order/Hold-Over Rank for Rank **OFF** DUTY
- 14 a. Hold over list
- 15 11. Cancel or deny leave request
- 16 a. Floating Vacation
- 17 b. Vacation pick
- 18 12. Re-call/Order/Hold-Over Captain promotional list **OFF** DUTY
- 19 a. Hold over list
- 20 13. Re-call/Order/Hold-Over WOC qualified list **OFF** DUTY
- 21 a. Hold over list
- 22 14. Administratively determined
- 23

24 Short Term (10 consecutive shifts or less):

25

26 **Driver/Engineer:**

- 27 1. Floater Engineer **ON** Duty
- 28 2. Rank for Rank **OFF** DUTY (up to 72 hours)
- 29 a. Sign up available
- 30 b. Opportunity hours
- 31 3. Engineer promotional list **ON** DUTY
- 32 a. In station
- 33 b. On shift
- 34 4. Rank for Rank **OFF** DUTY (up to 96 hours)
- 35 a. Sign up available
- 36 b. Opportunity hours
- 37 5. Engineer promotional list **OFF** DUTY (up to 72 hours)
- 38 a. Opportunity hours
- 39 6. Engineer promotional list **OFF** DUTY (up to 96 hours)
- 40 a. Opportunity hours
- 41 7. WOC qualified **ON** DUTY
- 42 a. In station
- 43 b. On shift
- 44 8. WOC qualified **OFF** DUTY (up to 72 hours)
- 45 a. Opportunity hours
- 46 9. WOC qualified **OFF** DUTY (96 hours)

1 a. Opportunity hours
2 (Administrative consideration will be given prior to the following steps. Contact the Deputy
3 Chief or his/her designee.)
4 -----

- 5 10. Cancel or deny leave request
- 6 a. Education leave
- 7 11. Re-call/Order/Hold-Over Rank for Rank **OFF** DUTY
- 8 a. Hold over list
- 9 12. Cancel or deny leave request
- 10 a. Floating Vacation
- 11 b. Vacation pick
- 12 13. Re-call/Order/Hold-Over Engineer promotional list **OFF** DUTY
- 13 a. Hold over list
- 14 14. Re-call/Order/Hold-Over WOC qualified list **OFF** DUTY
- 15 a. Hold over list
- 16 15. Administratively determined

17
18
19 Short Term (10 consecutive shifts or less):

20
21 **Firefighter:**

- 22 1. Floater Firefighter or Floater Engineer
- 23 2. Rank for Rank **OFF** DUTY (up to 72 hours)
- 24 a. Sign up available
- 25 b. Opportunity hours
- 26 3. Rank for Rank **OFF** DUTY (up to 96 hours)
- 27 a. Sign up available
- 28 b. Opportunity hours

29 (Administrative consideration will be given prior to the following steps. Contact the Deputy
30 Chief or his/her designee.)
31 -----

- 32 4. Cancel or deny leave request
- 33 a. Education leave
- 34 5. Re-call/Order/Hold-Over Rank for Rank **OFF** DUTY
- 35 a. Hold over list
- 36 6. Cancel or deny leave request
- 37 a. Floating Vacation
- 38 b. Vacation pick
- 39 7. Administratively determined

1 **Long Term (greater than 10 consecutive shifts)** long term vacancies will give priority to the
2 promotional list Ranking

3
4 Whenever reasonably possible the admin/district will request and use Volunteers to fill long term
5 Vacancies.

6 1. Promotional list SAME SHIFT-IN STATION

7 2. Promotional list: SAME SHIFT

8 3. Promotional list OFF SHIFT

9 4. WOC qualified ON SHIFT

10 5. WOC qualified OFF SHIFT

11 Once a member is moved into a vacant long term position the member will be temporarily assigned
12 to that position until the vacating member returns. Floater positions (swing pool) will not be back-
13 filled under short-or long-term vacancies.

14 **Section I: Holidays.**

15 Twenty-four (24) hour shift personnel will accrue twelve (12) hours of PL per State
16 Holiday recognized by the district only if the employee is working on the holiday. September 11
17 will also be recognized as day of remembering our Fallen Brothers & Sisters and the Department
18 members will stand down. In the event a state holiday falls on a forty (40-hour member(s)
19 scheduled day off, the member will be allowed a day off prior to, or following, the holiday.

20 **Section J: Family Medical Leave.**

21 The Family and Medical Leave Act of 1993 (FMLA) applies to the district, and the policy
22 and procedures related to this leave are set forth in the Eagle Fire Department Policy Manual.

23 **Section K: Bereavement.**

24 The district will permit one (1) full tour forty-eight (48 hours) with pay for members, or
25 more if determined to be appropriate by the Fire Chief, for deaths occurring in the member's
26 family. Family shall include: (1) spouse; (2) children, stepchildren, grandchildren, or guardian

1 children; (3) parent or parent-in-law; (4) siblings or siblings-in-law; (5) grandparent or
2 grandparent-in-law, or (6) Aunts or Uncles of first relations.

3 **Section L. Leave of Absence.**

4 The Fire Chief may authorize unpaid leaves of absence, up to a maximum duration of (1)
5 year, except in the case of a leave necessitated by service in the Armed Forces of the United
6 States, in which case current State or Federal law will apply. Upon expiration of such regularly
7 approved leave, the employee shall be reinstated in the position held at time leave was granted.
8 Failure on the part of the employee to report for duty, promptly at the expiration of such leave
9 shall be regarded as voluntary resignation.

10 Only the employees advanced to fill the temporary vacancies created by the leave of
11 absence shall be affected, and in each case shall return to the jobs they left. Employees who are
12 granted leave of absence shall not lose their established seniority.

13 **Section M. Military Leave.**

14 When a member is actively serving as a military member, the member will have the
15 option to utilize PL time, shift trades, or unpaid time off for military obligations. Member must
16 acknowledge which option when inputting military leave in Telestaff. For the purposes of
17 PERSI, members may take up to ninety (90) days of unpaid leave for military duties. If the
18 member is gone ninety (90) days or greater upon returning to work, the member must provide the
19 district with a DD214 Form to provide to PERSI for credit on the non-contributing time frame.
20 Members are responsible for any payroll deductions incurred by the district while on unpaid
21 military leave and be responsible for payment of any other deductions that cannot be incurred by
22 the district. Re-payment may be made up to three (3) pay periods.

23

1 **ARTICLE 9. SHIFT TRADES**

2 All duty exchanges shall be entered into Telestaff twelve (12) hours prior to the start of the
3 shift that the trade will occur on. Exchange of duty shall be authorized only when such exchange
4 will not impair or impede fire department operations. If there is an issue with entering the trade
5 into Telestaff, an email will be sent to the Battalion Chief or his designee twelve (12) hours prior
6 to the start of the shift that the trade will occur on.

7 Members exchanging duties must be of equal rank. Members who voluntarily exchange
8 duty with another member shall complete the duty exchange within twelve (12) months from the
9 date of the duty exchange.

10 **ARTICLE 10. BENEFITS**

11 **Section A. Health Insurance.**

12 The district agrees to offer a medical insurance program for the member and dependents.
13 One hundred (100%) percent of the employee's and one hundred percent (100%) of the employee's
14 dependents' health insurance premium will be paid by the district, provided the premium increase
15 is not more than seven percent (7%) over the prior year. Any increase above seven percent (7%)
16 will be paid by the employee. For the fiscal year 2022/2023 the district will cover the health
17 insurance premiums at 100%.

18 **Section B. Dental Insurance.**

19 The district agrees to pay one hundred percent (100%) of the premium costs for the
20 employee and dependent dental coverage, provided the premium increase is not more than six
21 percent (6%) over the prior year. Any increase above six percent (6%) will be paid by the
22 employee.

23

1 **Section C. Disability and Life Insurance.**

2 The district shall provide Life, Short-Term Disability, and Long-Term Disability
3 coverage. The district will pay one hundred percent (100%) of the premium up to \$750 per year.
4 Any increase in premiums above this amount will be paid by the employee. This benefit is
5 intended to replace all other injury and disability benefits previously offered by the district.

6 **Section D. Retirement Benefits.**

7 PERSI is the district's retirement system. Member benefits and contribution rates will be
8 determined and managed by PERSI.

9 **Section E. PERSI 401K**

10 The district agrees to contribute \$350.00 per month into each currently employed,
11 eligible, and enrolled, member employee's PERSI Choice Plan 401K account, unless any
12 of the following exceptions apply:
13
14

- 15 1 The member is subject to a disciplinary suspension without pay for two (2)
16 or more previously scheduled shifts in the applicable month; and
- 17 2. The member takes an unpaid, non-disciplinary leave of absence under the
18 district's Leave of Absence Policy and misses four (4) or more previously
19 scheduled shifts in the applicable month; and
- 20 3. The member takes an unpaid leave of absence for any other reason and
21 misses four (4) or more previously scheduled shifts in the applicable
22 month; and
- 23 4. Any other circumstances in which the member is absent without pay for
24 four (4) or more previously scheduled shift in the applicable month.
25
26
27
28
29
30

31 In the event a member is involuntarily separated or placed on unpaid disciplinary leave
32

1 and is thereafter reinstated with full back pay, the grievance resolution must also address
2 the issue of retroactive contributions by the district to the member's 401K account.

3
4 To receive the contribution, the member must be employed by the district for the
5 entire month for which the contribution applies. The contribution will be made to
6 member accounts monthly. All Plan requirements, rules and vesting schedules, and all
7 statutes, rules, and regulations applicable to the PERSI Choice Plan 401K apply to the
8 Parties.
9

10 **Section F. Vision Insurance**

11 The district shall pay the premium, up to \$115.00 per year, for employees and dependents
12 that enroll in the district Vision Plan.
13

14 **Section G. Medical Opt-Out**

15 Members who are covered by other health plans (medical, dental and vision) and decline
16 all health insurance provided by the district, shall present proof of such coverage in order to
17 receive twenty-five percent (25%) of the district's health plan cost that would have been paid on
18 that employees' behalf for the health plans (medical, dental, and vision), based off of the cost of
19 the employee/spouse rate, deposited into the employee's HRA -VEBA monthly.
20

21 **Section H. HRA-VEBA Contribution**

22 The district agrees to contribute six hundred ten dollars and forty-two (\$610.42) per
23 month into each member's HRA VEBA account.
24

25 **ARTICLE 11. DISCIPLINE AND GRIEVANCES**

26 **Section A. Progressive Discipline**

27 The parties agree to employ the progressive discipline system in accordance with the
28 district's: Rules and Regulations, Policy and Procedures and Department SOG's. The progressive
29

1 discipline system is intended to give employees notice, whenever possible, of problems with their
2 conduct or performance. Normally, such discipline progresses from verbal counseling, to a
3 documented oral reprimand, to written reprimand, to suspension without pay, to demotion, to
4 termination. It is understood that each situation that warrants discipline results from a unique set
5 of circumstances.

6 There are instances when cases of severe violation of clearly defined district policy, rules,
7 regulations, and/or SOG's occur. In those instances, exceptions or deviations from the normal
8 progressive discipline procedure may occur, up to and including immediate termination.

9 In all cases of termination where clear progressive discipline is not followed, specifically
10 where suspension and/or demotion do(es) not occur, a burden of proof shall be placed on the
11 district to substantiate in writing the specific cause for such action.

12 Discipline and termination shall be based on just cause and shall be subject to the grievance
13 procedure.

14 Rules outlining the appropriate conduct and behavior of employees are found in the Eagle
15 Fire Department Policies and Procedures, and in the Standard Operating Guidelines of the district.

16 Any changes made to the District's Progressive Discipline Policy shall be subject to the
17 Collective Bargaining process with the Union.

18 **Section B. Grievances**

19 It is the declared objective of the district to encourage prompt and informal resolution of
20 all employee complaints as they arise and to provide recourse and bring satisfactory conclusion to
21 complaints.

22 A "grievance" is defined as a dispute/complaint initiated by one (1) or more members or the
23 UNION involving the:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

1. Interpretation or application of the CLA

2. Disciplinary action(s).

If a grievance is filed on behalf of the union then the Grievance Committee may meet with the Fire Chief or his designee prior to filing said grievance. Nothing in this grievance procedure prevents the employee and his immediate supervisor, Deputy Chief, or Fire Chief, from resolving any grievance prior to filing of said grievance. If the Grievant is satisfied through this informal process, then the grievance is considered resolved.

Grievance(s) shall be settled in the manner provided herein.

Step One: Grievances must be filed in writing with the Union Grievance Committee within thirty (30) business days from the event giving rise to the grievance, or within fifteen (15) business days from the time the grievant, through reasonable diligence, should have been aware of it. The Union Grievance Committee, hereinafter referred to as Grievance Committee, shall within fifteen (15) business days following receipt of the grievance, determine if the grievance has merit. If in its opinion, the grievance does not have merit, no further action shall be necessary.

Step Two: If it is the opinion of the Grievance Committee that a valid grievance exists, the Grievance Committee shall present a Letter of Intent to Proceed (“Letter of Intent”) to the Fire Chief within fifteen (15) business days after the Grievance Committee’s decision. The Fire Chief and the Grievance Committee shall meet within fifteen (15) business days following receipt of the “Letter of Intent”. At the conclusion of this meeting, the Fire Chief will provide a written response to the Letter of Intent within fifteen (15) business days.

1 *Step Three:* If the grievance has not been resolved in Step Two, the Grievance Committee
2 may within fifteen (15) business days following receipt of the Fire Chief's reply, refer the
3 grievance to arbitration by serving written notice to the Fire Chief and the Secretary of the Board
4 of Fire Commissioners. Within five (5) business days upon service of this notice the Grievance
5 Committee and the Fire Chief shall attempt to agree upon an Arbitrator to hear and determine the
6 grievance.

7 If an Arbitrator cannot be agreed upon within fifteen (15) business days, the Grievance
8 Committee and the Fire Chief shall request the American Arbitration Association to supply a list
9 of seven (7) proposed arbitrators. Within fifteen (15) business days after receipt of this list the
10 Grievance Committee and the Fire Chief shall select an Arbitrator by alternately striking one (1)
11 name at a time from the list until only one (1) name remains. Both parties shall accept the
12 remaining name on the list as the Arbitrator (The party striking the first name shall be determined
13 by a coin toss).

14 The Arbitrator shall conduct an informal hearing and shall render a decision in writing. The
15 award of the Arbitrator shall be final and binding on both parties and may be confirmed and
16 enforced by any court having jurisdiction, provided that each party shall retain the right to appeal
17 as provided in the provisions of Chapter 9, Title 7, Idaho Code.

18 The Arbitrator shall have such jurisdiction and authority as necessary to determine the
19 arbitration issue, provided that the Arbitrator shall not have power to add to, subtract from or
20 modify any of the provisions of this Agreement. The losing party shall pay for the Arbitrator.
21 However, if the Arbitrator renders a decision that is not entirely averse to one party, then the cost
22 of arbitration shall be borne equally by the district and union.

1 For purposes of this Article, the term “working days” means the days of the week, Monday
2 through Friday, excluding Saturdays, Sundays and Federal holidays.

3 **ARTICLE 12. PHYSICAL FITNESS**

4 **Section A. Time**

5 The DISTRICT shall permit employees a minimum of one (1) hour physical fitness training
6 time every day in compliance with the Physical Fitness Policy. Response to emergency calls and
7 apparatus needing immediate attention to ensure response readiness will take precedence over
8 physical fitness time in the morning.

9 **Section B. Annual Medical Examination Procedure.**

10 All bargaining unit members will have an annual medical examination with a physician
11 licensed in the state of Idaho. Medical examinations conducted under this section shall be
12 performed at the district’s expense by Dr. Hilvers or a mutually agreed physician.

13 **ARTICLE 13. UNIFORMS**

14 The district shall provide, at no expense to the union or the employee any and all
15 uniforms, protective equipment or other equipment or clothing required by the district. It is
16 further agreed that all replacement of said uniforms and protective equipment shall be made on
17 an as-needed basis as determined by the district.

18 **ARTICLE 14. VOLUNTARY DEMOTION**

19 Any member that wishes to take a voluntary demotion will have the opportunity upon a
20 vacancy in a lower or previously held position. If there is no current vacancy the member may
21 vacate their current position to create a vacancy for the next qualified individual on the
22 promotional list. When a member is promoted to fill the vacancy the voluntarily demoted
23 member will then fill the newly created vacancy.

1 **ARTICLE 15. WORKERS COMPENSATION**

2 Local members and Administration will establish a working group to develop the
3 department policy over the next eighteen (18) months.

4 **APPENDIX “A”**

5 In the event of an unforeseen, or the district’s inability to financially meet the future pay
6 increases as of January 1, 2023 listed below, the union and the district agree to meet and renegotiate
7 wages prior to January 1, 2023.

8
9 **Pay Rates as of January 1, 2023 through December 31, 2023**

10	<u>Position</u>	<u>Annual Salary</u>	<u>Base Hourly Rate</u>	<u>Base OT Hourly Rate</u>
11	Battalion Chief	\$101,813.00	\$34.86	\$52.30
12				
13	Captain (40 Hour)	\$94,527.16	\$45.45	\$68.16
14				
15	Captain (56 Hour)	\$92,368.00	\$31.63	\$47.45
16				
17	Driver / Engineer	\$83,022.00	\$28.43	\$42.65
18				
19	Firefighter	\$74,273.00	\$25.44	\$38.15
20				
21	<u>Prob Firefighter</u>	<u>\$65,312.00</u>	<u>\$22.37</u>	<u>\$33.55</u>

22 *Salary includes 10 hours of FLSA

23
24
25 **Pay Rates as of January 1, 2024 through December 31, 2024**

26	<u>Position</u>	<u>Annual Salary</u>	<u>Base Hourly Rate</u>	<u>Base OT Hourly Rate</u>
27	Battalion Chief	\$105,813.00	\$36.24	\$54.36
28				
29	Captain (40 Hour)	\$98,527.16	\$47.37	\$71.05
30				
31	Captain (56 Hour)	\$96,368.00	\$33.00	\$49.50
32				
33	Driver / Engineer	\$87,022.00	\$29.80	\$44.70
34				

1	Firefighter	\$78,273.00	\$26.81	\$40.21
2				
3	<u>Prob Firefighter</u>	<u>\$69,312.00</u>	<u>\$23.74</u>	<u>\$35.61</u>

4 *Salary includes 10 hours of FLSA

5				
6				
7				
8				
9	Base Hourly Rate (Shift Personnel)		=(annual salary / 2920)	
10	Base OT Hourly Rate (Shift Personnel)		=(annual salary / 2920)*1.5	
11				
12	Base Hourly Rate (40 Hour)		= (annual salary / 2080)	
13	Base OT Hourly Rate (40 Hour)		= (annual salary / 2080)*1.5	

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

APPENDIX "B"

1 **Section A. PL Requests (Vacation)**

2 Vacation picks will be made three (3) times a year. A “Pick” refers to a twelve (12) or
3 twenty-four (24) hour increment.

- 4 • The first round will take place in the month of **November**, and be input into Telestaff no
5 later than **November 30th**, to take affect January 1 through April 30.
- 6 • The second round will take place in the month of **March**, and be input into Telestaff no
7 later than **March 31st**, to take affect May 1 through August 31.
- 8 • The third round will take place in the month of **July**, and be input into Telestaff no later
9 than **July 31st**, to take affect September 1 through December 31.

10 **Section B. Cancellation of Vacation Picks:**

11 Cancellations must be done 48 hours prior the start of that scheduled shift.

12 **Section C. Number of Vacation Picks:**

13 Each member will have a total of twenty (20) vacation days to use throughout the year,
14 either as a vacation “pick” day or as a “floating” vacation day. Floating vacation days will only be
15 allowed during the current vacation cycle. Example-If shift picks are made for January-April, a
16 member cannot add floating vacation days to September. Floating vacation picks may be added
17 after the bid process is complete and the vacation picks have been input into Tele-Staff. All
18 floating vacation days must be entered forty-eight (48) hours prior to the assigned shift and will
19 be used in twelve (12) or twenty-four (24) hour increments.

20 At no time may floating vacation days be input into Telestaff if two (2) or more vacancies
21 already exist due to education leave, extended sick leave, injury leave, or vacation, with the
22 following exceptions:

1 • Injury Leave related to a Worker’s Compensation injury will not count against the
2 minimum staffing draw down of two (2) after an employee has been off for thirty (30)
3 consecutive days from date of injury.

4 • The floating vacation was input into Telestaff prior to exceeding the minimum staffing
5 draw down to two (2). This will be validated through the official time stamp in Telestaff.

6 • Unscheduled sick leave and bereavement leave does not count against the minimum
7 staffing draw down of (2).

8 The bid process will give preference to the member’s seniority in rank, as it pertains to the
9 “vacation pick order” as listed below. During the bid process, each member will have a minimum
10 of five (5) “rounds” in which a members may select a maximum of (4) “picks” per “round” for the
11 vacation period. This process will be administered at the direction of the Fire Chief.

12 Members assigned to a forty (40) hour work week covered by this agreement shall have the
13 opportunity to take up to Thirty-two (32) days off per year. Members shall provide twenty-four
14 (24) hours’ notice to their appropriate supervisor via email for all PL requests.

15 **Section D. Vacation Pick Order 2023-2024**

16 **January-April 2023**

- 17 1. Engineers
- 18 2. Captains
- 19 3. Battalion Chiefs
- 20 4. Firefighters

21 **May-August 2023**

- 22 1. Firefighters
- 23 2. Engineers
- 24 3. Captains
- 25 4. Battalion Chiefs

26 **September-December 2023**

- 27 1. Battalion Chiefs
- 28 2. Firefighters
- 29 3. Engineers
- 30 4. Captains
- 31

- 1 **January-April 2024**
- 2 1. Captains
- 3 2. Battalion Chiefs
- 4 3. Firefighters
- 5 4. Engineers

- 6
- 7 **May-August 2024**
- 8 1. Engineers
- 9 2. Captains
- 10 3. Battalion Chiefs
- 11 4. Firefighters

- 12
- 13 **September-December 2024**
- 14 1. Firefighters
- 15 2. Engineers
- 16 3. Captains
- 17 4. Battalion Chiefs

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

1 **APPENDIX "C"**

2 **Wildland and Dozer Deployment**

3
4 **Section A. Dozer Operator Program**

5
6 DZIA-Dozer Operator Initial Attack: A member who is qualified as both HEQB (Heavy
7 Equipment Boss) and DZOP (Dozer Operator)

8
9 DZOP-Dozer Operator: A member who is qualified DZOP (Dozer Operator)

10
11 Qualifications as outlined in NWCG PMS 310-1 Wildfire Qualification System Guide, And
12 Federal Wildland Fire Qualifications Supplement

13
14 The use of the DZIA position is at the sole discretion of the district and may be eliminated at any
15 time, for any reason, at the sole discretion of the district.

16 Compensation for members assigned to the DZIA program will be outlined within this appendix.

17
18 Trades for those assigned as DZIA operators shall be in compliance with Article 10 Shift Trades.

19
20 When a member assigned as a DZIA operator utilizes PL during Fire Season, the other members
21 assigned by the department as DZIA operators will be considered first to fill the vacancy.

22
23 When shift duty members maintain the qualifications of Dozer Operator Initial Attack (DZIA)
24 they will receive an additional \$1.50 into their base hourly wages. When shift duty members
25 maintain the position of Dozer Operator (DZOP) they will receive an additional \$0.75 into their
26 base hourly wages. Members with both qualifications will only receive one adjustment
27 whichever is greater. The number of members, between both programs, is capped at nine (9).

28
29 Compensation for members assigned to the DZIA program will be as outlined in Appendix C

1 **Section B. Assignments and Travel**

2 **Travel:** All travel, lodging, and per-diem; Meals, Incidentals, and Expenses (M&IE) will follow
3 the GSA Traveler breakdown ([https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-](https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown)
4 [breakdown](https://www.gsa.gov/travel/plan-book/per-diem-rates/mie-breakdown)) The per diem rates set by GSA per county will be used, if the area traveling to has
5 no set rate CONUS will be used. (<https://www.gsa.gov/travel/plan-book/per-diemrates>).

6 It is the responsibility of each individual traveling to maintain records and receipts to submit
7 with the travel invoice at the end of the assignment. (See ICMA IDL rate book travel form). See
8 Travel Expense Worksheet on the company drive under Administrative Company Forms.

9

10 **Pay:** All time will be recorded on either a crew time report (CTR), OF288, and/or equipment
11 shift tickets. A copy of all CTR's, OF288 and/or equipment shift ticket shall be turned in to EFD
12 Admin and time entered into Telestaff. Each member will receive an invoice breakdown for their
13 time, meals, travel and any reimbursable expenses at the end of their respective assignment when
14 the payroll has been completed.

15

16 Members that are deployed for resource ordered wildfire and/or all-hazard incident assignments
17 will be paid a minimum of sixteen (16) hours per day, or actual hours worked, whichever is
18 greater at the rate listed below. Travel will be paid as actual hours documented on the crew time
19 report (CTR, OF288, and/or equipment shift ticket while in travel status.

20

21 The pay rate each individual will receive is determined by the position that they are filling on the
22 assignment and will be documented on the crew time report and manifest. Rates will be invoiced
23 out at the following:

24

25 Positions:	25 Rate:
26 TFLD, STEN, DZIA, EMPF, SOFR, MEDL, DIVS, STPS, ICT3	26 \$69.72
27	
28 Any single resource boss, AEMF, DZOP, FOBS	28 \$63.26
29	
30 Engine Operator, Dozer Swamper	30 \$56.86
31	
32 Firefighter	32 \$50.88
33	

1 **Length of assignment:** When returning from a fourteen (14) day or greater assignment, each
2 member shall receive two (2) days off. These days off must occur on the two (2) days
3 immediately following the assignment and travel. If either of the two (2) days off fall on a
4 regularly scheduled day off, the member will not receive compensation and is also unavailable to
5 fill any shifts. If either of the two (2) days off fall on any normally scheduled workday(s) the
6 member shall receive Admin Leave for the day(s).

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

Signature Page

EXECUTED this 12th day of October, 2022.

EAGLE FIRE DISTRICT


LOCAL UNION #4553
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

BY:

BY:



Josh Tanner, Chairman



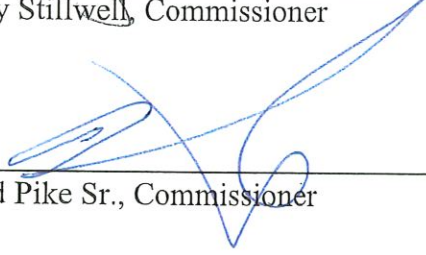
Brent Thompson, Union President



Gary Stillwell, Commissioner



Tavis Sorensen, Union Vice-President



Brad Pike Sr., Commissioner



Sam Hammond, Union Secretary

STATE OF IDAHO)

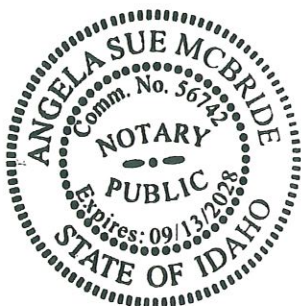



Andrew Oakes, Union Treasurer

County of Ada)

On this 12th day of October, 2022, before me, the undersigned Notary Public, personally appeared Josh Tanner, Gary Stillwell, and Brad Pike Sr., known to me to be the Chairman and Commissioners, respectively, of the EAGLE FIRE DISTRICT and Brent Thompson, Tavis Sorensen, Sam Hammond and Andrew Oakes respectively of the LOCAL #4553 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Idaho
My commission expires: 09/13/2028

