

RESOLUTION NO. 22-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH THE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) TO ALLOW FOR THE IMPLEMENTATION OF A BI-WEEKLY PAYROLL.

WHEREAS, the Human Resources Director of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve Amendment No. 1 to the Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to allow for the implementations of a bi-weekly payroll, pursuant to terms and conditions set forth in the Amendment, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

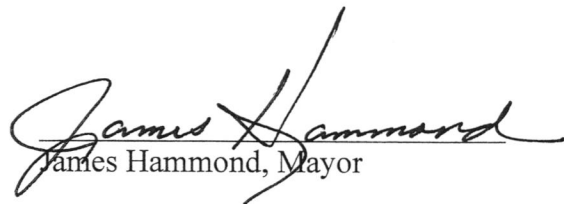
WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City approve Amendment No. 1 to the Agreement with the Firefighters Local No. 710, International Association of Firefighters (IAFF) to allow for the implementation of a bi-weekly payroll, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 6th day of December, 2022.


James Hammond, Mayor

ATTEST:


Renata McLeod, City Clerk

Motion by Miller, Seconded by McEvers, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER	Voted	Aye
COUNCIL MEMBER WOOD	Voted	Aye
COUNCIL MEMBER GOOKIN	Voted	Aye
COUNCIL MEMBER EVANS	Voted	
COUNCIL MEMBER MCEVERS	Voted	Aye
COUNCIL MEMBER ENGLISH	Voted	Aye

Councilmember Evans was absent.
Motion Carried.

AGREEMENT
AMENDMENT NO. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this 6th day of December, 2022, by and between the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "UNION."

WITNESSETH,

WHEREAS, the City and the Union entered into a labor agreement on September 6, 2022, adopted by the City Council pursuant to Resolution No. 22-040; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, effective January 1, 2023, the parties hereby mutually agree that the Agreement is amended as provided herein.

SECTION 1. *Sections 3 and 6 of Article 16 are hereby amended as follows:*

ARTICLE 16
SICK LEAVE

SECTION 3. Sick leave accruals will be earned over twenty-four (24) pay periods rather than twenty-six (26) pay periods. This means in the two months when employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Sick leave shall be earned at twelve (12) hours per pay period for a fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for a forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 6, sick leave shall be calculated as unlimited accrual.

SECTION 6. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated one thousand four hundred forty (1440) hours of sick leave ~~as of~~ at the beginning of the pay period that includes October 1, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited on October 1 of each year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two

(72) hours of such additional vacation credits. Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or seven hundred twenty (720) hours for 40-hour employees, ~~as of~~ at the beginning of the pay period that includes October 1, shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code shall be compensated for thirty-three and one third percent (33 $\frac{1}{3}$ %) of his/her accumulated sick leave at the time of retirement.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code or the death of the employee, he/she or their beneficiary shall be compensated for forty-one percent (41%) of the employee's accrued sick leave hours.

Once an employee has selected one of the above options upon reaching eligibility, that selection may not be changed.

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

SECTION 2. *Section 1 of Article 21 is hereby amended as follows:*

ARTICLE 21

WORK SCHEDULE/OVERTIME

SECTION 1. Work Schedule

A. Designated work period and workday: The agreed upon work period for line staff is an average of fifty-six (56) hours a week, including meal periods. The agreed upon work period for administrative staff is forty (40) hours a week, excluding meal periods, Monday through Friday.

The work schedule for fifty-six (56) hour employees is a 48/96, twenty-four (24) hours on, twenty-four (24) hours on, ninety-six (96) hours off. The 48/96 shift schedule is a three-platoon system in which each employee will work two consecutive twenty-four hour shifts for a total of forty-eight hours (48) and have ninety-six (96) consecutive hours off duty (XXOOOOXXOOOO).

B. A shift for line staff will consist of a 24-hour work period. A set will consist of two consecutive 24-hour work periods.

C. No member shall work more than 72 consecutive hours without the Fire Chief's or designee's approval. Likewise, no member shall be required to work more than 72

consecutive hours, unless there is a mutually agreed upon (between FD Administration and UNION) fire department emergency.

D. In the event that a shift is scheduled to work both December 24th and December 25th the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work on December 23rd.

E. The FLSA work cycle shall be a ~~1424~~-day cycle. Beginning January 1st, 20~~23~~~~11~~.

SECTION 3. *Section 4 of Article 22 is hereby amended as follows:*

ARTICLE 22
VACATION

SECTION 4. Vacation accruals will be earned over twenty-four (24) pay periods rather than twenty-six pay periods. This means in the two months in which employees receive three wage disbursements, employees will not receive accruals on the third wage disbursement. Accumulation of vacation time shall be computed monthly. A forty (40) hour employee who has accumulated vacation time in excess of three hundred twenty (320) hours or three hundred sixty (360) hours for fifty-six (56) hour employees, as of the first day of the CITY's fiscal year, shall forfeit such excess accumulation at that time, unless otherwise specifically approved by the city administrator. Vacation leave shall be earned in accordance with the following schedule and shall be credited in arrears.

Employees working a fifty-six (56) hour designated work period will accrue the following vacation hours ~~each pay period~~:

1. 1st through 5th year of service: 9 hours
2. 6th through 10th year of service: 10 hours
3. 11th through 15th year of service: 11 hours
4. 16th through 20th year of service: 12 hours
5. More than 20 years of service: 14 hours

Employees working a forty (40) hour designated work period will accrue the following vacation hours ~~each pay period~~:

1. 1st through 10th year of service: 6 hours
2. 11th through 15th year of service: 8 hours
3. 16 or more years of service: 10 hours

SECTION 4. *Section 1 of Article 23 is hereby amended as follows:*

**ARTICLE 23
WAGES**

SECTION 1. Effective October 1, 2022, the minimum and maximum base wage compensation schedule for each year of the Agreement is attached hereto as Appendix A.

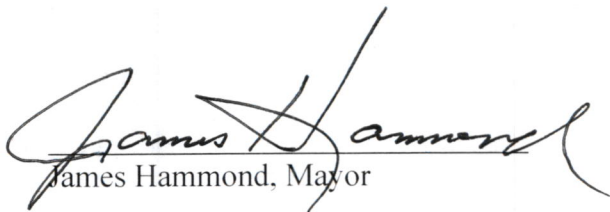
For the first year of the two (2) year contract, the CITY will provide a market adjustment increase of six percent (6%). For the second year of the two (2) year contract, the CITY will provide a market adjustment increase, at the beginning of the pay period that includes October 1, of three percent (3%). In addition, the CITY shall make to each person represented by the UNION at the time of payment, a one-time payment of Five Thousand and no/100 Dollars (\$5,000.00). Said payment shall occur in January 2023 no later than January 15.

It is further understood and agreed that wages have been established based, in part, upon U.S. Department of Labor Regulations establishing maximum allowable work hours during varying work periods. The CITY and the UNION agree to meet and adjust wages should any substantive change to these regulations concerning the maximum allowable work hours be promulgated by the U.S. Department of Labor.

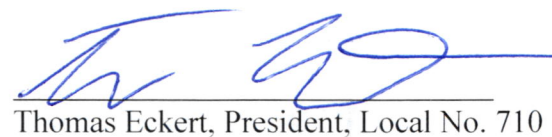
SECTION 5. Except for the amendments contained herein, the Parties agree that the current contract between the Parties shall remain in full force and effect, and that the amendments to the contract contained herein do not amend or alter any other right or obligation of either party under the contract.

DATED this 6th day of December, 2022.

CITY OF COEUR D'ALENE

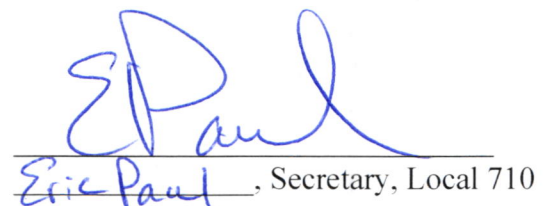

James Hammond, Mayor

**COEUR D'ALENE FIREFIGHTERS
LOCAL NO. 710, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**


Thomas Eckert, President, Local No. 710

ATTEST:


Renata McLeod, City Clerk


Eric Paul, Secretary, Local 710