



Twin Falls City Council Agenda

Monday, September 30, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

Members: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Christopher Reid, Grayson Stone, Cherie Vollmer

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve City Council 2024 September 23, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for September 19-25, 2024.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve 2024 August Wells Fargo Credit Card Summary.
By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request for approval of Finding of Facts and Conclusions of Law for the following Final Plats: Ellis Subdivision (PZ24-0088), Grand Finale (PZ24-0092)
By: William Klaver, Senior City Planner
- 4) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.
By: Kristen Kohntopp, HR Director
 - b) **ACTION ITEM:** Consider a recommendation from the Public Arts Commission to approve the selected artwork, artists, and placement of art for the Downtown Commons Mural Project.
By: Wendy Davis, Parks and Recreation Director
 - c) **ACTION ITEM:** Request to enter into negotiations with Wright Brothers Construction for CM/GC services associated with the Canyon Trail Junction and Chobani Wellness Park project.
By: Wendy Davis, Parks and Recreation Director
 - d) **ACTION ITEM:** Consideration of an independent contractor agreement with Bruce Castleton of Castleton Law, PLLC for City Attorney services as defined in Idaho Code Section 50-208A.
By: Travis Rothweiler, City Manager
- 5) GENERAL PUBLIC INPUT
- 6) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 7) EXECUTIVE SESSION
 - a) **DISCUSSION:** EXECUTIVE SESSION §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency; and (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.
- 8) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman



Twin Falls City Council Minutes

Monday, September 23, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Christopher Reid, Spencer Cutler, Cherie Vollmer & Grayson Stone.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton (via Teams) Planning & Zoning Director Jonathon Spendlove, Senior Planner Will Klaver, Kelli Ebersole, Help Desk Technician Brettrick Barker, Deputy City Clerk Amy Luna.

Mayor Pierce called the meeting to order at 5:00 PM. A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Pierce invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- a) Request to approve City Council 2024 September 16, Minutes.
- b) Request to approve Accounts Payable for September 12-18, 2024.
- c) Request to approve Findings of Facts and Conclusions of Law and Special Use Permit for PZ24- 0085.
- d) Request for approval of Finding of Facts and Conclusions of Law for the following Final Plat: Easternsun Subdivision No. 3.
- e) Request for approval of a Final Plat for Ellis Subdivision, consisting of .84 acres on property located at 1288 Eastland Drive N. c/o Rex Harding on behalf of Mark Ellis. (PZ24-0088).
- f) Request for approval of a Final Plat for Grand Finale, consisting of 3.93 acres on property located at 1900 Block Washington Street N. c/o Gerald Martens. (PZ24-0092)

4) GENERAL PUBLIC INPUT: None.

5) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins spoke about operation red file information for veterans that you can get at the Office on Aging at CSI.

Deputy City Manager Humble reported that next week there will be a full agenda for the 2024 September 30 meeting.

6) WORK SESSION

- a) Joint work session with Council and P&Z Commission regarding Title 10 update content
Mayor Pierce called both meetings back to order and asked all present to introduce themselves.

P&Z Director Spendlove led a joint work session with the Council and P&Z Commission regarding Title 10 update content.

A schedule was presented for additional meetings and upcoming Public Hearings of the proposed changes.

****For additional details, please see the meeting recording.**

7) ADJOURNMENT

The meeting adjourned at 07:27 pm.

Amy Luna, Deputy City Clerk

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)
)
Final Plat Application,) FINDINGS OF FACT,
)
Ellis Subdivision) CONCLUSIONS OF LAW,
Applicant(s).)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 23, 2024, for consideration of the final plat of the Ellis Subdivision, approximately 1 (+/-) acres located at 1288 Eastland Dr N, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Ellis Subdivision, approximately 1 (+/-) acres.
2. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Twon Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Residential (R-1 Variable); to the south, Residential (R-2); to the east, Residential (R-2);; to the west, Residential (R-2);.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Ellis Subdivision, approximately 1 (+/-) acres located at 1288 Eastland Dr N is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4.

Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Ellis Subdivision, approximately 1 (+/-) acres located at 1288 Eastland Dr N is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and Standards; and
2. Subject to submittal of a final plat, submitted prior to the signing of the final plat, showing compliance with all conditions and comments in the Engineering Memorandum dated August 16, 2024.

DRAFT



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat</u> Application,	)	FINDINGS OF FACT,
	)	
<u>Grand Finale Subdivision</u>	)	CONCLUSIONS OF LAW,
Applicant(s)	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 23, 2024, for consideration of the final plat of the Grand Finale Subdivision, 3.93 acres located at 1900 Block Washington Street N, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Grand Finale Subdivision, 3.93 acres located at 1900 Block Washington Street N.
2. The property in question is zoned C-1 PUD (Northbridge No 2) pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Residential (C-1 PUD); to the south, Residential (C-1 PUD); to the east, Residential (C-1 PUD); to the west, Residential (R-2).
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the Grand Finale Subdivision, 3.93 acres located at 1900 Block Washington Street N is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12- 2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the Grand Finale Subdivision, 3.93 acres located at 1900 Block Washington Street N is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.



Date: Monday, September 30, 2024
To: Honorable Mayor and City Council
From: Kristen Kohntopp, HR Director

ACTION ITEM

Request:

Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Time Estimate:

10 minutes to review changes and respond to any questions.

Background:

City Administration and the Executive Board of Local 1556 began meeting in April to discuss a range of important topics. Over the past five months, we have held numerous productive discussions regarding health insurance, company staffing, physical fitness standards, and wages.

The following changes have been agreed upon by both negotiating parties and are presented for Council consideration:

- Section 14 - Medical Leave: Updated language to align with the Employee Handbook.
- Section 16 - Medical Expense Retirement Plan: Clarified language regarding MERP and VEBA benefits for employees promoted into positions outside of the Association.
- Section 19 - Bereavement Leave: Updated to match the Employee Handbook.
- Section 24 - Manning of Companies: Revised to incorporate the previous Memorandum of Understanding (MOU) regarding Manning of Companies and Shift Assignments.
- Section 33 - Health and Wellness & Section 34 - Physical Fitness Evaluation: Revised to reflect updates previously covered under the MOU related to these areas.

Additionally, the agreement includes a 6% wage increase, which aligns with our competitive market adjustments. We remain mindful of the effects of inflation and labor shortages on our employees.

Approval Process:

A simple majority will approve this item.

Budget Impact:

All the changes to the agreement have been included in the FY 2024-2025 budget.

Regulatory Impact:

None.

History:

Analysis:

Conclusion:

The City and Local 1556 have enjoyed an excellent relationship for many years. The agreement has been reviewed and approved by both negotiating teams. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the Council to ratify the agreement.

Attachments:

1. 2024-2026 CBA Final
2. 2024-2026 CBA Final Red Line Copy



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2024 to September 30, 2026

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AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Deputy Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings. With the approval of the City Manager if an association member is conducting association business that is deemed mutually beneficial then he/she may be compensated by the Employer at a regular compensation rate for the duration of said business.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

										OFF	ADD			
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as medical leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Early Relief. If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. Pre-Shift Briefing. Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. Temporary Assignment. In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. Out of Area Training. The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. Court Time. Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is schedule within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown below. The monthly accrual rate shall be determined according to the tenure of each fire fighter. Fire fighters working a 40-hour work week shall earn and use vacation leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

VACATION TABLE				
Tenure by Years	Annual Vacation Rate		Monthly Equivalent	
Years	Shifts	Hours	Shifts	Hours
0 – 9.999	7.5	180	0.625	15
10 – 14.999	9	216	0.75	18
15 + years	10.5	252	0.875	21

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 12 shifts. Each employee's vacation accrual record shall be reviewed for compliance with this section on the employee's annual anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by the department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – MEDICAL LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn medical leave in the amount of 9.333 hours per pay period. Fire fighters working a 40-hour work week shall earn and use medical leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's medical leave

shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, medical leave shall be defined as the absence from work of an employee due to personal illness/injury, or the serious illness/injury of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse, parents of the employee's spouse, or any other family member that the employee provides care for, .

As a matter of policy, the medical leave benefit shall be considered a privilege rather than a right of employment. Medical leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the medical leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the medical leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of medical leave pay for time not worked, when the employee's medical leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Medical leave may be accumulated if not used during the year earned, subject to a maximum accrual of 37.3333 shifts or 896 hours.

Medical leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused medical leave.

Medical leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN

The parties have agreed, as of April 1, 2023, to a medical expense retirement plan (MERP) as follows:

1) Defined Class of Employees Receiving Contributions

For Section 16 of this Agreement, the "Defined Class" of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the "MERP") of the IAFF Health and Wellness Trust (hereafter, the "Trust"), as set forth below, consists of all employees of City of

Twin Falls (hereafter, the “Employer”) represented by IAFF Twin Falls Firefighters Local 1556 (hereafter, the “Association”).

2) Employer Contribution Amount

The Employer and the Association agree that the Employer shall pay a mandatory contribution of \$75.00 per month on a pre-tax basis of every employee in the Defined Class who is covered by this Agreement represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement. No Employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

3) Employee Contribution Amount

The Employer and the Association agree that the Employer shall withhold a mandatory contribution of \$75.00 per month on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

4) Retirement-Health Care Savings Plan (Retirement Bank)

The Employer sponsored retirement-health care savings plan, commonly referred to as retirement bank, shall freeze and no additional contributions shall be made as of October 1st, 2023. All existing retirement banks shall be converted to a monetary equivalent of the balance of the bank multiplied by the employee’s hourly rate on September 30th, 2023. The balances will then be contributed into the member’s MERP account as budgeted on an annual basis until paid in full or it will be paid in full when an employee PERSI retires. The annual distribution amount will depend on the funds budgeted for by the Employer with the stated goal of a (5) five-year payout.

5) Reporting to Trust Office

The Employer shall electronically submit to the Trust office a monthly report of contributing employees for each contribution set to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

6) Hold Harmless and Liability Agreement

The Association and the members agree to hold the City harmless and indemnify the City from all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust. The Association and members shall be one hundred percent (100%) liable for all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust. The Association and members shall be liable

for all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust.

Under no circumstances whatsoever will the city be liable for direct pay of any Trust benefit to the members and/or retired members and/or their beneficiaries.

7) Continuation of Benefit

Any member in the defined class who is currently enrolled in IAFF MERP and promotes into a position outside of the Association, as outlined in SECTION 1 of this agreement, shall carry their existing MERP benefit as outlined under SECTION 16 of this agreement. Members will not be eligible to carry MERP and the City's provided VEBA once promoted out of the bargaining unit.

SECTION 17 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 18 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 5.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's medical leave.

SECTION 19 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to four(4) shifts of bereavement leave, subject to the approval of the Chief or Deputy Chief. Paid bereavement leave is subject to the following limitations:

- The bereavement leave benefit shall be granted no more than twice in any 12-month period January 1 – December 31st not to exceed 96 hours in total. In extraordinary circumstances, the City Manager may approve additional leave requests.
- With prior approval by the Chief or Deputy Chief the employee may elect to delay and or split the use of bereavement leave until services for the deceased are arranged and scheduled.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to bereavement leave.

SECTION 20 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part-time employee's return to work. Non-war time military leave shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or medical leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 21 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 22 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 23 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 24 – MANNING OF COMPANIES

Each shift will be composed of twelve (12) full-time paid career personnel dedicated to emergency response. The staffing configuration is as follows:

Stations 1, 2, and 3 will maintain a minimum staffing level of a Captain, a Driver/Operator, and a firefighter.

Station 4 will be staffed with one Driver/Operator.

Additional firefighters on duty may be assigned to other stations per operational requirements. Engine Companies will be staffed with a minimum of a Captain, Driver, and Firefighter. Engine Companies may split staffing to accommodate changes deemed necessary by Fire Department Administration, or On-Duty Fire Officers. Splitting staffing will not be a permanent frontline response model.

If split staffing occurs as noted above, the Association and Fire Department Administration shall meet within ten (10) days to discuss a solution for the temporary staffing model, until the circumstances are mitigated or resolved.

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

SECTION 25 – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.

2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Medical Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter	Driver (Rover)
Firefighter Rover	Firefighter	Firefighter
	Firefighter	

SECTION 26 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the

Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 27 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 28 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.

- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain medical leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 29 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 30 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 31 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within forty (40) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION 32 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 33 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	
Other items may be ordered at the doctor's discretion.	

SECTION 34 – PHYSICAL FITNESS EVALUATION

A. Annual Fitness Evaluation – Cardio Sub-Maximal Fitness Exam (CSFE):

The parties agree that all employees subject to operations shall participate in an annual fitness evaluation and an annual health evaluation. Employees will be scheduled for the fitness evaluation first and the health evaluation second. The results of the fitness evaluation may be provided to the medical providers for the overall care of the employee.

1. The parties agree that an annual fitness evaluation for all employees subject to operations shall be mandatory.

2. The parties agree that the standards required for the fitness evaluation shall be consistent with the IAFF/IAFC and NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, as it pertains to metabolic output standards currently or as it may be amended in the future. The parties will confer should the IAFF/IAFC and/or NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, change or cause to be changed the metabolic output standards.
3. The parties agree that failing to pass the metabolic output standards during the fitness evaluation will subject an employee to the procedures and standards outlined in the section titled Annual Fitness Evaluation Matrix.
4. The parties agree that the annual fitness evaluation will be administered by health professionals agreed to by both parties and that representatives of the selected health professional(s) shall be considered equal in authority for the purposes of administering the CSFE.
5. The parties agree that the evaluation shall take into consideration that there may be temporary nondebilitating conditions that may not represent a liability to an employee, a crew, or the department but that otherwise affect performance on the evaluation. Participation in these components shall continue to be non-punitive. The department retains the authority to address this circumstance by requiring a medical evaluation of the employee by a health care professional when recommended.

B. Annual Fitness Evaluation Matrix

This matrix assumes the development process if employees meet under the 12 Mets standards as defined in NFPA 1582 Sections 8.2 through 8.2.2.1.4, 2018 edition. Counseling to members regarding fitness development shall be done by the health professionals providing the CSFE until we have employees complete and become Peer-Fitness Trainer (PFT) certified, then members will be counseled by both health care professionals and PFT's. Once PFT's are in place then they will develop prescribed aerobic fitness program as required by NFPA 1582 Sections 8.2.2.1.3, 2018 edition.

8.2.1 A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program.

8.2.1.1 All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessment.

8.2.2 The mandatory fitness evaluation shall include a mandatory pre-evaluation procedure and the components in 8.2.2.1 through 8.2.2.4.

8.2.2.1 An evaluation of aerobic capacity shall be performed after the pre-evaluation procedure or an appropriate medical evaluation if deemed necessary.

8.2.2.1.1 Testing shall be conducted using an appropriate maximal or submaximal protocol. (*See NFPA 1582 C.2.1 and C.2.1.1*) "Bicycle ergometry is not appropriate because it underestimates true aerobic capacity and is not work-task specific.

8.2.2.1.2 At levels below 12 METs, a firefighter shall be counseled to improve his/her fitness.

8.2.2.1.3 At levels below 10 METs, participation in prescribed aerobic fitness program shall be required. A retest of all individuals at or below the 10 MET marker shall occur within 6 months following the initial test. The intent of the follow up test is to aid in evaluating following the initial test progress made by the individual and the need of any changes to the fitness program.

8.2.2.1.4 At levels at or below 8 METs, a prescribed aerobic fitness program shall be required, a cardiac stress test may be required, and the AHJ shall be advised to consider restriction from essential job tasks, as listed in *NFPA 1582 Section 9.1.3 (1,2,4,5,6,7,8,9 and 13)*, if the employer's contracted physician recommends unfit for duty.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks due to fitness, the employee is expected to continue in the prescribed aerobic fitness program, until cleared to return to full duty by a qualified medical professional. If the employee is not assigned to light duty he or she may use accrued sick and vacation leave until he or she is cleared by a medical professional.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks, due to an injury, illness, or disability, then he or she will not be allowed to return to duty until cleared to do so by a medical profession. Documentation of such injury or illness, the use, and consequences of sick, or vacation usage, shall occur per the department's procedures.

A retest of all individuals at or below the 8 MET marker shall occur on a schedule and program developed by the qualified medical professional, and their personal fitness advisor (CPT Certified personal trainer, CSCS certified strength and conditioning specialist, Peer Fitness Advisor) with regards to the needs of the individual. The intent of the follow up test(s) is to aid in evaluating the progress made by the individual and the need of any changes to the fitness program.

If an employee has a blatant unwillingness to participate in this mandatory fitness program, then he or she may be subjected to disciplinary actions, up to and including termination.

In addition, an hour of physical fitness per 24-hour shift for all operational personnel shall be required, if all operational and fatigue management needs are met.

SECTION 35 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 35 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees

only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 37 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 38 – SAVING CLAUSE

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

SECTION 39 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 40 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2024 and shall remain in full force and effect until the 30th day of September 2026. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED October 1, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2024

The pay table below reflects a 6% increase in the monthly salaries from the previous CBA.

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 4,352
FIREFIGHTER 1	1 year in position - TFFD Firefighter 1 Certification	\$ 4,700
FIREFIGHTER 1 + 3 years	3 years in position - Firefighter 1 Certification	\$ 4,933
FIREFIGHTER II	2 years with TFFD - TFFD Firefighter 1 - TFFD Firefighter 2 - Swing Up Driver	\$ 5,353
SENIOR FIREFIGHTER	8 years with TFFD - Fire Instructor 1	\$ 5,581
DRIVER	3 years with TFFD - TFFD Firefighter 2 - Driver's Academy Certificate	\$ 6,084
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 6,523
CAPTAIN	5 years with TFFD - TFFD Fire Officer 1 certification 2 years as Swing Up Driver	\$ 7,293
SENIOR CAPTAIN	5 years in position - TFFD Swing Up Battalion Chief	\$ 7,657

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payments provided that the minimum training and participation requirements have been met. Failure to meet the minimum training and participation requirements will result in the removal of Extra Duty Pay. This will be measured by the Training Captain and reported to the Chief every 6-months.

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing with the start of the sixth consecutive year of service. For the purposes of longevity pay, an employee's anniversary date is determined by his or her completed years of service as of December 31st of each calendar year. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 5) All TFFD certifications (ex. Firefighter 1, Firefighter 2, etc.) will refer back to the respective departmental policy regarding that certification process.
- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and medical leave banks shall be converted from Fire to General banks using the following multipliers:

Fire Vacation accruals multiplied by 0.6666

Fire Medical accruals multiplied by 0.3335

Leave accruals for medical and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and medical banks shall be converted from general to fire banks using the following divisors:

General vacation accruals divided by 0.6666

General medical accruals divided by 0.3335

DATED October 1, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED October 1, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED October 1, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, ~~2023-2024~~ to September 30, ~~2024~~2026

Style Definition: TOC 1

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AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Deputy Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings. With the approval of the City Manager if an association member is conducting association business that is deemed mutually beneficial then he/she may be compensated by the Employer at a regular compensation rate for the duration of said business.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

									OFF	ADD				
Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as medical leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. **Hold-over Pay.** Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. **Early Relief.** If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. **Pre-Shift Briefing.** Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. **Temporary Assignment.** In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. **Portal to Portal.** Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. **Out of Area Training.** The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. **Court Time.** Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is scheduled within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown below. The monthly accrual rate shall be determined according to the tenure of each fire fighter. Fire fighters working a 40-hour work week shall earn and use vacation leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

VACATION TABLE				
Tenure by Years	Annual Vacation Rate		Monthly Equivalent	
Years	Shifts	Hours	Shifts	Hours
0 – 9.999	7.5	180	0.625	15
10 – 14.999	9	216	0.75	18
15 + years	10.5	252	0.875	21

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 12 shifts. Each employee's vacation accrual record shall be reviewed for compliance with this section on the employee's annual anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by the department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – MEDICAL LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn medical leave in the amount of 9.333 hours per pay period. Fire fighters working a 40-hour work week shall earn and use medical leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's medical leave shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, medical leave shall be defined as the absence from work of an employee due to personal illness/injury, or the serious illness/injury of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse, parents of the employee's spouse, or any other family member that the employee provides care for.

As a matter of policy, the medical leave benefit shall be considered a privilege rather than a right of employment. Medical leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the medical leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the medical leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of medical leave pay for time not worked, when the employee's medical leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Medical leave may be accumulated if not used during the year earned, subject to a maximum accrual of 37.3333 shifts or 896 hours.

Medical leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused medical leave.

Medical leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN

The parties have agreed, as of April 1, 2023, to a medical expense retirement plan (MERP) as follows:

1) Defined Class of Employees Receiving Contributions

For Section 16 of this Agreement, the “Defined Class” of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the “MERP”) of the IAFF Health and Wellness Trust (hereafter, the “Trust”), as set forth below, consists of all employees of City of Twin Falls (hereafter, the “Employer”) represented by IAFF Twin Falls Firefighters Local 1556 (hereafter, the “Association”).

2) Employer Contribution Amount

The Employer and the Association agree that the Employer shall pay a mandatory contribution of \$75.00 per month on a pre-tax basis of every employee in the Defined Class who is covered by this Agreement represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement. No Employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

3) Employee Contribution Amount

The Employer and the Association agree that the Employer shall withhold a mandatory contribution of \$75.00 per month on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

4) Retirement-Health Care Savings Plan (Retirement Bank) -

The Employer sponsored retirement-health care savings plan, commonly referred to as retirement bank, shall freeze and no additional contributions shall be made as of October 1st, 2023. All existing retirement banks shall be converted to a monetary equivalent of the balance of the bank multiplied by the employee’s hourly rate on September 30th, 2023. The balances will then be contributed into the member’s MERP account as budgeted on an annual basis until paid in full or it will be paid in full when an employee PERSI retires. The annual distribution amount will depend on the funds budgeted for by the Employer with the stated goal of a (5) five-year payout.

5) Reporting to Trust Office

The Employer shall electronically submit to the Trust office a monthly report of contributing employees for each contribution set to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

6) Hold Harmless and Liability Agreement

The Association and the members agree to hold the City harmless and indemnify the City from all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property,

of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust. The Association and members shall be one hundred percent (100%) liable for all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust. The Association and members shall be liable for all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust.

Under no circumstances whatsoever will the city be liable for direct pay of any Trust benefit to the members and/or retired members and/or their beneficiaries.

7) Continuation of Benefit

Any member in the defined class who is currently enrolled in IAFF MERP and promotes into a position outside of the Association, as outlined in SECTION 1 of this agreement, shall carry their existing MERP benefit as outlined under SECTION 16 of this agreement. Members will not be eligible to carry MERP and the City's provided VEBA once promoted out of the bargaining unit.

SECTION 17 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 18 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 5.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's medical leave.

SECTION 19 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to ~~three-four~~(34) shifts of bereavement leave, ~~off with pay~~, subject to the approval of the Chief or Deputy Chief. ~~The immediate family shall be defined as spouse, children of the member, grandparents, mother, father, brother, sister of the member and those of the member's spouse. Paid bereavement leave is subject to the following limitations:~~

- The bereavement leave benefit shall be granted no more than twice in any 12-month period January 1 – December 31st not to exceed 96 hours in total. In extraordinary circumstances, the City Manager may approve additional leave requests.
- With prior approval by the Chief or Deputy Chief the employee may elect to delay and or split the use of bereavement leave until services for the deceased are arranged and scheduled.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to bereavement leave.

SECTION 20 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part-time employee's return to work. Non-war time military leave shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or medical leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 21 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 22 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 23 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 24 – MANNING OF COMPANIES

~~Each shift will staff twelve (12) full-time paid career personnel for emergency response. Staffing will include:~~

~~Command: One (1) Battalion Chief~~

~~Station One: One (1) Captain
One (1) Driver Operator
One (1) Firefighters~~

~~Station Two: One (1) Captain
One (1) Driver Operator
Two (2) Firefighters~~

~~Station Three: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver~~

~~Station Four: One (1) Driver Operator~~

Each shift will be composed of twelve (12) full-time paid career personnel dedicated to emergency response. The staffing configuration is as follows:

Stations 1, 2, and 3 will maintain a minimum staffing level of a Captain, a Driver/Operator, and a firefighter.

Station 4 will be staffed with one Driver/Operator.

Additional firefighters on duty may be assigned to other stations per operational requirements. Engine Companies will be staffed with a minimum of a Captain, Driver, and Firefighter. Engine Companies may split staffing to accommodate changes deemed necessary by Fire Department Administration, or On-Duty Fire Officers. Splitting staffing will not be a permanent frontline response model.

If split staffing occurs as noted above, the Association and Fire Department Administration shall meet within ten (10) days to discuss a solution for the temporary staffing model, until the circumstances are mitigated or resolved.

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

~~*For the duration of trial period outlined in the Memorandum of Understanding (MOU) regarding Sections 24 and 25 of this AGREEMENT, the MOU will supersede what is stated in this AGREEMENT. At the conclusion of the trial period, the respective sections in the AGREEMENT will take effect, unless a mutual agreement between the Employer and the Association to extend the MOU takes place.~~

SECTION 25 – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.
2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.

5. Short term coverage required by members on the same shift and same rank for Vacations, Medical Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter TD	Driver (Rover)
Firefighter	Firefigther	Firefighter TD
Firefighter Rover	Firefighter	

SECTION 26 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to

receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 27 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 28 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain medical leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 29 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 30 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 31 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within forty (40) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION 32 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 33 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	

Other items may be ordered at the doctor's discretion.

~~*For the duration of trial period outlined in the Memorandum of Understanding (MOU) regarding Section 33 of this AGREEMENT, the MOU will supersede what is stated in this AGREEMENT. At the conclusion of the trial period, the respective section in the AGREEMENT will take effect, unless a mutual agreement between the Employer and the Association to extend the MOU takes place.~~

SECTION 34 – PHYSICAL FITNESS EVALUATION

A. Annual Fitness Evaluation – Cardio Sub-Maximal Fitness Exam (CSFE):

The parties agree that all employees subject to operations shall participate in an annual fitness evaluation and an annual health evaluation. Employees will be scheduled for the fitness evaluation first and the health evaluation second. The results of the fitness evaluation may be provided to the medical providers for the overall care of the employee.

1. The parties agree that an annual fitness evaluation for all employees subject to operations shall be mandatory.

2. The parties agree that the standards required for the fitness evaluation shall be consistent with the IAFF/IAFC and NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, as it pertains to metabolic output standards currently or as it may be amended in the future. The parties will confer should the IAFF/IAFC and/or NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, change or cause to be changed the metabolic output standards.
3. The parties agree that failing to pass the metabolic output standards during the fitness evaluation will subject an employee to the procedures and standards outlined in the section titled Annual Fitness Evaluation Matrix.
4. The parties agree that the annual fitness evaluation will be administered by health professionals agreed to by both parties and that representatives of the selected health professional(s) shall be considered equal in authority for the purposes of administering the CSFE.
5. The parties agree that the evaluation shall take into consideration that there may be temporary nondebilitating conditions that may not represent a liability to an employee, a crew, or the department but that otherwise affect performance on the evaluation. Participation in these components shall continue to be non-punitive. The department retains the authority to address this circumstance by requiring a medical evaluation of the employee by a health care professional when recommended.

B. Annual Fitness Evaluation Matrix

This matrix assumes the development process if employees meet under the 12 Mets standards as defined in NFPA 1582 Sections 8.2 through 8.2.2.1.4, 2018 edition. Counseling to members regarding fitness development shall be done by the health professionals providing the CSFE until we have employees complete and become Peer-Fitness Trainer (PFT) certified, then members will be counseled by both health care professionals and PFT's. Once PFT's are in place then they will develop prescribed aerobic fitness program as required by NFPA 1582 Sections 8.2.2.1.3, 2018 edition.

8.2.1 A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program.

8.2.1.1 All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessment. ~~Test results shall not be measured against any other standards or norms except for the Kinetisense injury prediction testing.~~

8.2.2 The mandatory fitness evaluation shall include a mandatory pre-evaluation procedure and the components in 8.2.2.1 through 8.2.2.4.

8.2.2.1 An evaluation of aerobic capacity shall be performed after the pre-evaluation procedure or an appropriate medical evaluation if deemed necessary.

8.2.2.1.1 Testing shall be conducted using an appropriate maximal or submaximal protocol. (See NFPA 1582 C.2.1 and C.2.1.1) "Bicycle ergometry is not appropriate because it underestimates true aerobic capacity and is not work-task specific.

8.2.2.1.2 At levels below 12 METs, a firefighter shall be counseled to improve his/her fitness.

8.2.2.1.3 At levels below 10 METs, participation in prescribed aerobic fitness program shall be required. A retest of all individuals at or below the 10 MET marker shall occur within 6 months following the initial test. The intent of the follow up test is to aid in evaluating following the initial test progress made by the individual and the need of any changes to the fitness program.

8.2.2.1.4 At levels at or below 8 METs, a prescribed aerobic fitness program shall be required, a cardiac stress test may be required, and the AHJ shall be advised to consider restriction from essential job tasks, as listed in NFPA 1582 Section 9.1.3 (1,2,4,5,6,7,8,9 and 13), if the employer's contracted physician recommends unfit for duty.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks due to fitness, the employee is expected to continue in the prescribed aerobic fitness program, until cleared to return to full duty by a qualified medical professional. If the employee is not assigned to light duty he or she may use accrued sick and vacation leave until he or she is cleared by a medical professional.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks, due to an injury, illness, or disability, then he or she will not be allowed to return to duty until cleared to do so by a medical profession. Documentation of such injury or illness, the use, and consequences of sick, or vacation usage, shall occur per the department's procedures.

A retest of all individuals at or below the 8 MET marker shall occur on a schedule and program developed by the qualified medical professional, and their personal fitness advisor (CPT Certified personal trainer, CSCS certified strength and conditioning specialist, Peer Fitness Advisor) with regards to the needs of the individual. The intent of the follow up test(s) is to aid in evaluating the progress made by the individual and the need of any changes to the fitness program.

If an employee has a blatant unwillingness to participate in this mandatory fitness program, then he or she may be subjected to disciplinary actions, up to and including termination.

In addition, an hour of physical fitness per 24-hour shift for all operational personnel shall be required, if all operational and fatigue management needs are met.

SECTION 354 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 35 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 376 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 387 – SAVING CLAUSE

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

SECTION 398 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 4039 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2023~~4~~ and shall remain in full force and effect until the 30th day of September 2026~~4~~. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED October 21, 2024

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EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2024³

The pay table below reflects a 64% increase in the monthly salaries from the previous CBA.

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 4,106 <u>4,352</u>
FIREFIGHTER 1	1 year in position <u>TFFD</u> Firefighter 1 Certification	\$ 4,434 <u>4,700</u>
FIREFIGHTER 1 + 3 years	3 years in position - Firefighter 1 Certification	\$ 4,654 <u>4,933</u>
FIREFIGHTER II	2 years with TFFD <u>TFFD</u> Firefighter 1 <u>TFFD</u> Firefighter 2 - Swing Up Driver	\$ 5,050 <u>5,353</u>
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer <u>Instructor</u> 1	\$ 5,265 <u>5,581</u>
DRIVER	3 years with TFFD <u>TFFD</u> Firefighter 2 - Driver's Academy Certificate	\$ 5,740 <u>6,084</u>
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 6,154 <u>6,523</u>
CAPTAIN	5 years with TFFD <u>TFFD</u> Fire Officer 1 certification 2 years as Swing Up Driver	\$ 6,880 <u>7,293</u>
SENIOR CAPTAIN	5 years in position <u>TFFD</u> Swing Up Battalion Chief	\$ 7,224 <u>7,657</u>

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payments provided that the minimum training and participation requirements have been met. Failure to meet the minimum training and participation requirements will result in the removal of Extra Duty Pay. This will be measured by the Training Captain and reported to the Chief every 6-months.

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing with the start of the sixth consecutive year of service. For the purposes of longevity pay, an employee's anniversary date is determined by his or her completed years of service as of December 31st of each calendar year. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 5) All TFFD certifications (ex. Firefighter 1, Firefighter 2, etc.) will refer back to the respective departmental policy regarding that certification process.

- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

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Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and medical leave banks shall be converted from Fire to General banks using the following multipliers:

- Fire Vacation accruals multiplied by 0.6666
- Fire Medical accruals multiplied by 0.3335

Leave accruals for medical and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

- Upon completion of the assignment to Training Officer, the vacation and medical banks shall be converted from general to fire banks using the following divisors:
- General vacation accruals divided by 0.6666
 - General medical accruals divided by 0.3335

DATED October 21, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense, and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED October 21, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge, but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED October 12, 2024

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Lane Barker, Secretary/Treasurer



Date: Monday, September 30, 2024
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a recommendation from the Public Arts Commission to approve the selected art work, artists, and placement of art for the Downtown Commons Mural Project.

Time Estimate:

Allow approximately 10 minutes for presentation, questions and deliberation.

Background:

On June 24, 2024, City Council approved the use of Public Art Reserve Funds up to \$15,000 for the replacement of the murals in the downtown commons. A Call-to-Artists was launched, and 12 artists submitted a total of 30 pieces of artwork for consideration. The Public Art Commission reviewed the submissions at scheduled public meetings. Commissioners selected artwork to be placed in six existing frames, specifying placement of artwork at each frame location at the Downtown Commons as part of a rotating artwork display.

City Code Title 2-13-5: defines the duties and responsibilities of the Art Commission as they apply to this project as follows:

- (A) To facilitate the placement of public art in public buildings and public spaces;
- (D) To make recommendations to the City Council regarding the selection of art and artists, the acquisition of works of art, and the acceptance of gifts and loans of art work;
- (E) To recommend sites and placement of public art projects;

Public Art Commission is recommending City Council approve the selected artists, art work, and placement of the murals in frames at the Downtown Commons. Please see the attached documentation.

Approval Process:

A simple majority will approve this request.

Budget Impact:

The City Council has allocated Public Art Reserve funds up to \$15,000 for this project.

Regulatory Impact:

Council approval will allow the Commission to move forward with this project.

History:

N/A

Analysis:

N/A

Conclusion:

Commissioners feel that they have selected appropriate artwork for display in the Downtown Commons and have curated an aesthetically pleasing display.

Attachments:

1. Artist Submissions Finalists-CC



Downtown Commons Mural Project

Finalists Selected



Emily Meidell

#2	Title: Revive
Type of work	oil painting on canvas
Materials Used	
Date Finished	March 2024
Additional Information or Comments	This is a painting of a rose

#3	Title: Smokin' Soul
Type of work	oil painting on canvas
Materials Used	
Date Finished	April 2023
Additional Information or Comments	This is a painting of a guitar





Emily Meidell



Emily Meidell

Monica D'Angelo

Work Submissions

For up to three (3) images

Existing work only. Submissions must be drawings or pictures (high resolution fill) vectorized artwork, an EPS or an AI file, photo or JPEG at least 600 DPI. Vectorized artwork preferred.

#1	Title:	Nighttime from Here, Snake River Canyon
Type of work	Painting	
Materials Used	Oil on Canvas	
Date Finished	2019	
Additional Information or Comments		

#2	Title:	This Western Town
Type of work	Painting	
Materials Used	Oil on Wood Panel	
Date Finished	2024	
Additional Information or Comments		

#3	Title:	Found Us Here, Snake River Canyon
Type of work	Painting	
Materials Used	Oil on Wood	
Date Finished	2019	
Additional Information or Comments		







Rod Essex

#2	Title: "THE FLOWER CART"	
Type of work	PAINT ON BOARD	
Materials Used	ACRYLICS	
Date Finished	JUNE 2024	
Additional Information or Comments		



Rick Kuhn

Work Submissions

For up to three (3) images

Existing work only. Submissions must be drawings or pictures (high resolution fill) vectorized artwork, an EPS or an AI file, photo or JPEG at least 600 DPI.

Vectorized artwork preferred.

#1	Title: Western Days Festival
Type of work	Landscape Painting
Materials Used	Acrylic paint on canvas
Date Finished	2022
Additional Information or Comments	18 X 24



Overlay Images

FINAL IMAGE OVERLAY





Date: Monday, September 30, 2024
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Request to enter into negotiations with Wright Brothers Construction for CM/GC services associated with the Canyon Trail Junction and Chobani Wellness Park project.

Time Estimate:

Allow approximately 5 minutes for presentation, questions and deliberation.

Background:

The Parks Department went through a formal bid process for the construction of Canyon Trail Junction. One bid was received and subsequently rejected due to insufficient funds. Upon gathering information from plan holders and the bidder, as well as the recent success the City has had, the Department chose to open a Request for Qualifications (RFQ) for a Construction Manager/General Contractor (CM/GC) for the project. The RFQ was released August 1, 2024. On August 30, 2024, six proposals were received and were scored against the criteria outlined in the RFQ. Four firms were invited to be interviewed to provide further insight into their ability to perform the work. All firms proved to be highly qualified, with expertise in different aspects of the project. The interview committee ranked the firms as follows 1-Wright Brothers, 2-Faber Construction, 3-Starr Corporation, 4-CORE Construction Management, Inc.

The committee recommends council approve this recommendation and authorize staff to enter into negotiations with Wright Brothers. If negotiations fail, staff will move to negotiate with the second firm on the list and so on.

Once a scope and fee have been agreed upon, staff will return to council with a contract.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Park Impact Fees have been allocated for this project and will be used for this service.

Regulatory Impact:

Approval will authorize staff to enter into negotiations with the top ranked firm, and proceed with others in order of ranking if necessary.

History:

N/A

Analysis:

N/A

Conclusion:

Staff followed the process for selection and recommends council approve this request.

Attachments:

None



Date: Monday, September 30, 2024
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

ACTION ITEM: Consideration of an independent contractor agreement with Bruce Castleton of Castleton Law, PLLC for City Attorney services as defined in Idaho Code Section 50-208A.

Time Estimate:

The presentation will take approximately 5 minutes in addition to time needed for answering questions.

Background:

In the City of Twin Falls, the City Attorney is appointed by and works under the general direction of the City Council. In October 2023, the City appointed Bruce Castleton of Castleton Law to serve in the position of City Attorney. At this time, the City Council interviewed three interested firms. Bruce Castleton of Castleton Law, PLLC was selected. The City Manager was asked to develop and negotiate an agreement with Mr. Castleton for city attorney services that are in alignment with Idaho Code Section 50-208A.

The prosecutorial legal services will continue to be provided by the members of the City's legal department. Additionally, the specialized legal services for water and urban renewal activities will continue to be provided by contracted legal firms.

The term of the Agreement is for one year and will cover the months of the FY 2025 budget (October 1, 2024-October 1, 2025). The Agreement may be extended.

The effective compensation is based on a per-hour rate of \$200 for legal services performed by an attorney (an increase from \$175); \$90 (an increase from \$80) for services performed by a paralegal, and; \$50 per hour for travel. Mr. Castleton is in the process of hiring a part-time associate attorney to assist with his firm's case load. Should the associate attorney perform any work under this agreement the billing rate would be \$165 per hour. An amendment to the agreement will be modified to allow him to do any work for the City until there is an agreement with the City as to what that work will be.

The proposed Agreement is being presented to the City Council for its review and consideration.

Approval Process:

Approval of the Agreement is a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

The City Attorney Department's FY 2025 budget has funds available to cover the costs associated with this agreement.

Regulatory Impact:

Idaho Code §50-208A states: 50-208A. DUTIES OF CITY ATTORNEY. (1) The city attorney shall be the legal advisor of the municipal corporation, may represent the city in all suits or proceedings in which the city is interested, and shall perform such other duties as may be prescribed by ordinances and resolutions duly passed. Nothing herein, however, shall preclude any city from employing alternative

additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county prosecutor including, but not limited to, granting immunity to witnesses.

Conclusion:

Staff recommends that Council approval of the Agreement with Bruce Castleton of Castleton Law, PLLC and authorize the Mayor to sign the documents.

Attachments

Legal Services Agreement between the City of Twin Falls and Bruce Castleton of Castleton Law, PLLC



Date: Monday, September 30, 2024
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

ACTION ITEM: Consideration of an independent contractor agreement with Bruce Castleton of Castleton Law, PLLC for City Attorney services as defined in Idaho Code Section 50-208A.

Time Estimate:

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The prosecutorial legal services will continue to be provided by the members of the City's legal department. Additionally, the specialized legal services for water and urban renewal activities will continue to be provided by contracted legal firms.

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Regulatory Impact:

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additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county prosecutor including, but not limited to, granting immunity to witnesses.

Conclusion:

Staff recommends that Council approval of the Agreement with Bruce Castleton of Castleton Law, PLLC and authorize the Mayor to sign the documents.

Attachments

Legal Services Agreement between the City of Twin Falls and Bruce Castleton of Castleton Law, PLLC



LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract between you, as the client, and Bruce Castleton of the firm Castleton Law PLLC. This Agreement sets forth the terms of our representation of your legal interests, including information about our fees and billing procedures.

SCOPE OF REPRESENTATION: The firm shall provide all legal services necessary to perform the duties and functions of a City Attorney for the City of Twin Falls, Idaho, as specified for that office by Idaho Statute and the Twin Falls Municipal Code. The scope of legal services to be provided includes, but is not limited to, supervision of the City Attorney Office. This scope specifically excludes water disputes and work related to urban renewal matters.

DURATION OF AGREEMENT: This Agreement shall be in effect from the date of execution of this Agreement through October 1, 2025. This duration may be extended in writing by both parties. Moreover, termination of this agreement shall be valid as specified below.

FEES: Our fees for services are based upon a variety of factors. In assessing fees for legal services, the Idaho Rules of Professional Conduct require lawyers to consider several factors. These factors include the time and labor required, the novelty and difficulty of the issues involved, the skill needed to adequately perform the services, the amount of money at stake, the results obtained, the time limitations imposed by the client or by circumstances, the length and nature of the professional relationship with the client, and the experience, competence, and reputation of the lawyer(s) performing the services. In some cases, such as in the incorporation of a business or the preparation of some real estate contracts and other business matters, fees may be established on a flat-fee basis. In most situations, however, the fees for services are based primarily on the actual amount of time that an attorney is required to spend on your behalf, including telephone calls, office conferences, document preparation and review, research, court appearances, and travel time, etc. This Agreement will advise you of the initial hourly rate which you will be charged, as reflected on the attached Exhibit "A" to this Agreement. This rate may be increased by the firm, and you will be notified in your billing statement.

Where appropriate, this firm employs law clerks and paralegals to research legal issues, conduct factual investigations, organize documentation and other evidence, and for other matters. Your attorney may determine that it is in your best interest to utilize the law clerk and/or paralegal in your case. In most cases, legal fees will be reduced by using the law clerk and/or paralegal, because the hourly rate is less than the attorney's rate. Both the paralegal and the law clerk's current hourly rate will also be reflected on the attached Exhibit "A," which also may be adjusted in the future.

In some cases, your attorney may give you an estimate as to the amount of fees and costs which will be incurred in a particular matter. Please remember that this is only an estimate, and that the fee will depend primarily upon the time which the attorney is required to spend on your case, and the other factors as outlined above.

You may be requested to pay a retainer in advance. The retainer required in this case is:

X No Retainer.

☐ **Pay down retainer.** This money deposited in the firm's Trust Account will be used to pay monthly fees and costs incurred. If it is depleted, additional funds may be required before further legal representation can occur.

☐ **"Evergreen" Retainer.** Unless you and the firm have made other arrangements, we will deposit the retainer in the firm's Trust Account. Under this trust arrangement, the firm will not pay down your retainer as it earns fees. Rather, the firm will maintain the retainer as security for any monthly fees or costs that remain unpaid. You will be responsible to keep monthly fees paid. Interest on the Trust Account is paid to the Idaho State Bar Foundation to fund and support legal aid associations and programs to benefit the legal system. If, at the end of the representation there is a balance on your retainer, the firm will refund that money to you, even if someone else actually paid the retainer in the first place. If the firm cannot locate you, the firm will use up to 50 percent of the balance trying to find you. If the firm still cannot locate you, it will donate the money to the Idaho Law Foundation.

COSTS: In addition to the fees, you will also be billed for out-of-pocket expenses, such as court filing fees, court reporter fees, long distance telephone charges, copy expenses, facsimile charges, research charges, mailing costs, travel expenses, investigation fees, expert fees, and similar charges that may be incurred in connection with our representation of your interests. These costs represent out-of-pocket expenses necessary to render the services requested. Unless otherwise agreed to, this firm will request the reimbursement of these expenses which have been incurred or paid on your behalf.

CLIENT BILLING: We will submit a monthly billing statement to you which sets forth the fees and costs in all cases except in contingent fee and flat rate cases. Statements will be mailed to you on the first day of each month for services performed and costs incurred during the previous month. These statements are due and payable in full upon receipt. Unless the firm's statements are paid within thirty (30) days of the statement date, this firm reserves the right, upon written notice to you, to suspend all activities on your behalf and obtain leave of the court to withdraw from further representation of your interests in any pending litigation. In the event that we are required to represent ourselves pro se, or are required to obtain outside legal counsel to assist us in the collection of any outstanding balances on your account, you agree to pay all attorney's fees, costs, and expenses which we may incur as a result of your nonpayment and breach of this Agreement. In addition, if the amount of the statement is not paid in full within thirty (30) days of the statement date, a finance charge will be assessed on the outstanding balance. The finance charge will be computed by applying a periodic rate of one and one-half percent (1-1/2%) per month (18% per annum) against the past due balance.

In some circumstances, the Court has the authority to order the opposing party to pay your legal fees and costs. Your attorney will seek to have the opposing party pay your legal fees and costs whenever possible. However, there is no assurance that the Court will order such payment or that a judgment against an opposing party will be collectible. You should also be aware that in some cases the Court may order you to pay the opposing party's legal fees. Therefore, the potential award of your attorney fees and costs against the opposing party will not relieve you from paying our attorney fees or costs in accordance with the terms of this Agreement. Of course, any legal fees we recover from the opposing party will be paid over to you if your account is current.

Your attorney will keep you advised of all major developments in your case and will provide you with copies of all relevant correspondence, court pleadings, etc., and will consult with you in regard to all major developments in your case. All communications between you and your attorney, including your file, are confidential. In order for us to effectively render our services, you must disclose fully and accurately all facts, and keep us apprised of all developments which relate to the matter under review. You must also agree to cooperate fully with us and to be available to attend meetings,

discovery proceedings, and conferences as circumstances may dictate. Our firm cannot give any warranty or guarantee of a particular outcome in connection with our representation. However, it is our sole purpose to represent you to the best of our ability and to serve your needs.

CONFLICTS: You have not advised us, nor are we presently aware of any actual or potential conflict of interest in representing you at this time. We do reserve the right, however, to withdraw from our representation on specific matters should any such conflict arise in the future.

WITHDRAWAL: Castleton Law reserves the right to withdraw from our legal representation of your interests if you fail to honor the terms of this Agreement, or if your conduct has made our representation unreasonably difficult, or if any other circumstance becomes apparent which necessitates our withdrawal from representing your interests. In such a circumstance, you agree to take all steps necessary to complete our withdrawal from your legal matter, and also agree to pay for all services rendered and costs which have been incurred on your behalf up to the date of our withdrawal.

Castleton Law will expect to represent your interests until the conclusion of the matter involved. If however, you wish to terminate our services, please advise us, and we will promptly take the necessary steps to conclude our representation in compliance with the Idaho Rules of Professional Conduct. In such event, you shall not be relieved of your obligation to pay for all services rendered or costs incurred on your behalf prior to the date of termination.

Castleton Law understands the burden that high legal fees can create. Therefore, we will attempt to expend only that amount of time required to properly represent your interests. Please feel free to discuss our fees with us at any time, or any other questions or concerns you may have about this Agreement or the fee arrangement in your case, particularly at the time of the first office consultation.

The Parties acknowledge here that this Agreement is terminable by either party at any time without prior notice except as required by the Idaho Rules of Professional Conduct and applicable Court rules. The City agrees to pay for any services rendered prior to the time of termination pursuant to the normal billing schedule.

Bruce J. Castleton Castleton Law PLLC Date	CLIENT: City of Twin Falls, Idaho Name of Officer & Title <i>(please print)</i> Officer's Signature Date
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EXHIBIT "A"

Attorney's Hourly Rate:

Attorney	\$200/hour BJC; \$165/hour Associate
Paralegal	\$90/hour
Law Clerk	N/A

Travel Costs:

Castleton Law agrees that for attorney travel between Boise and Twin Falls the attorney will charge \$85 per hour instead of the normal hourly rate and will not charge client for mileage costs.

Retainer Amount: None

Client's initials _____

Attorney's initials _____

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth-in Lending Act requires prompt correction of the billing mistakes.

1. If you want to preserve your rights under the Act, here is what to do if you think your bill is wrong or if you need more information about an item on your bill:
 - a. Do not write on the bill. On a separate sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
 - i. Your name.
 - ii. A description of the error and an explanation why you believe it is an error.
 - iii. The dollar amount of the suspected error.
 - iv. Any other information (such as your address) which you think will help the firm to identify you or the reason for your complaint or inquiry.
 - b. Send your billing error notice to: Castleton Law PLLC, 10400 Overland Road #238, Boise, ID 83709

Mail it as soon as you can, but in any case, early enough to reach the firm within 60 days after the bill was mailed to you.
2. Our firm must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the firm is able to correct your billing during that 30 days. Within 90 days after receiving your letter, our firm must either correct the error or explain why the firm believes the bill was correct. Once our firm has explained the bill, our firm has no further obligation to you even though you still believe that there is an error, except as provided in Paragraph 5 below.
3. Once you have notified us in writing of your objection to a bill, neither we nor an attorney or a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. **HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.**
4. If it is determined that our firm has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that our firm has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed or required payments on the disputed amount. Unless you have agreed that your bill was correct, the firm must send you a written notification of what you owe; and, if it is determined that our firm did not make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
5. If our firm's explanation regarding the disputed amount does not satisfy you, and if you notify our firm in writing within 10 days after you receive the explanation that you still refuse to pay the disputed amount, the firm may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the firm must

let you know to whom such reports were made. Once the matter has been settled between you and our firm, our firm must notify those to whom our firm reported you as delinquent of the subsequent resolution.

6. If our firm does not follow these rules, the firm is not allowed to collect the first \$50.00 of the disputed amount and finance charges, even if the bill turns out to be correct.