



Twin Falls City Council Agenda

Monday, September 28, 2020, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for September 17-23, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve the September 14, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the September 21, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law for the following items:
 - Zoning District Change & Zoning Map Amendment for Lot 5, Block 1 for Fieldwood Subdivision (PZ20-0087)
 - Vacation of utility easements for blocks 2, 3, & 4 of the Perrine Pointe Subdivision (PZ20-0051)By: Jonathan Spendlove, Planning & Zoning Director
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.
By: Travis Rothweiler, City Manager
 - b) **PRESENTATION:** The Twin Falls Fire Department would like to recognize their newly promoted Captain Justin James, and newest Driver/Operator Kyle Eldridge, take their oath of office, and pin their new rank badges.
By: Les Kenworthy, Fire Chief
 - c) **ACTION ITEM:** Request from the Pickleball Association of Twin Falls to help purchase and install lights for the pickleball courts at Frontier Field.
By: Mitch Humble, Deputy City Manager
 - d) **ACTION ITEM:** Request approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

By: Gretchen Scott, Human Resources Director, Les Kenworthy, Fire Chief

- e) **INFORMATIONAL:** Presentation of Annual Report for Code Enforcement and Animal Control.

By: Sean Standley, Code Enforcement Coordinator

- f) **INFORMATIONAL:** Presentation of the Annual Report for the Twin Falls Communications Center.

By: Tami Lauda, Dispatch Communications Center Manager

- 6) GENERAL PUBLIC INPUT

- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

- 8) PUBLIC HEARINGS: None

- 9) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

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 14, 2020, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar, Craig Hawkins, Greg Lanting, Christopher Reid & Nikki Boyd (byPhone).

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, CFO Breanna Howard, Chief of Police Craig Kingsbury, Police Captain Matt Hicks, Fire Chief Les Kenworthy, Planning & Zoning Director Jonathan Spendlove, City Engineer Mark Holtzen, Public Works Director Jon Caton, Parks & Recreation Director Wendy Davis, Help Desk Technician Kim Hafer Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

a) Constitution Week - Melinda Anderson, Daughters of the American Revolution

Mayor Hawkins read the "Constitution Week" Proclamation and presented it to Melinda Anderson, Daughters of the American Revolution.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- a) Request to approve the Accounts Payable for August 27 thru September 10, 2020.
- b) Request to approve August 31, 2020, City Council Minutes.
- c) Request to approve the Wells Fargo Credit Commercial Card for July 2020.
- d) Request to accept the quitclaim of Tract A and Tract B for required park dedications in the Grandview Estates Subdivision.

5) ITEMS OF CONSIDERATION

a) Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

Mayor Hawkins introduced Dr. Kern, Vice President of Medical Affairs, St. Luke's Health System.

Discussion ensued on the following:

Council Member Lanting: Asked about the symptoms taking a long time to get over being called a "long hauler".

Mayor Hawkins thanked Dr. Kern for his information.

- b) Request to confirm the Mayor's appointment of four new members to the Impact Fee Advisory Committee.

Mayor Hawkins requested to confirm the appointment of four new members to the Impact Fee Advisory Committee.

Deputy City Manager Humble explained the system used for these appointments and introduced the appointees.

Appointees: Tom Frank-Kevin Grey-Tato Munoz-Josh Wallin

Discussion ensued on the following:

Mayor Hawkins: Stated that Josh Wallin is her son.

Council Member Barigar: Spoke in favor of the appointees and would like to look at the future appointees.

Council Member Reid: Thanked the appointees for their service.

MOTION: **Council Member Reid** moved to approve the appointment of four new members to the Impact Fee Advisory Committee. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Request to approve the purchase of a replacement motorcycle to replace one damaged last month.

Captain Hicks requested to purchase a replacement motorcycle to replace one damaged last month in the amount of \$19,700.00.

Discussion ensued on the following:

Mayor Hawkins: Asked about the insurance for the wrecked motorcycle.

Council Member Hawkins: Spoke about replacing the Honda with a Harley and the price that it will be obtained for.

MOTION: **Vice Mayor Pierce** moved to approve the purchase of a replacement motorcycle in the amount of \$19,700 and amend the budget to reallocate capital funds. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) Request to accept the Blue Lakes Country Club (BLCC) Agreement.

City Manager Rothweiler made a request to accept the Blue Lakes Country Club Agreement.

Discussion ensued on the following:

Council Member Lanting: Commented on the water pumping rights. Will this agreement need to change in the future?

Mayor Hawkins: Thanked the group for their work on this agreement.

MOTION: **Council Member Barigar** moved to approve the Blue Lakes Country Club Agreement as presented, authorize the Mayor to sign the agreement and authorize the payment of the agreed reimbursement funds. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- e) Confirmation by the City Council to remain in Governor Little's proposal to use CARES funding for property tax relief.

City Manager Rothweiler requested confirmation to remain in Governor Little's proposal to use CARES funding for property tax relief.

Discussion ensued on the following:

Council Member Lanting: \$1.02M that would have gone to the URA, how is that not a \$1.02M windfall to the City?

Council Member Barigar: Spoke about the tax relationship involved in the CARES funds. URA receives its funds from various entities, so should the County opt out then the URA would still get their portion of the property tax allocation.

Council Member Lanting: Has the County of Twin Falls made their decision?

Vice Mayor Pierce: Thanked City Manager Rothweiler for the updated numbers and asked if the numbers could change at the end of the year.

Mayor Hawkins: Spoke about the City's values

Council Member Hawkins: Asked about the County not wanting to go forward with this program. Spoke about the information that has come in in the last week.

Council Member Lanting: Spoke about another entity that has opted out.

Vice Mayor Pierce: Did some entities opt out because they do not have any public safety expenses?

Mayor Hawkins: Spoke about the different entities that she has talked with and their opinions. Spoke in favor of the CARES funding.

Council Member Barigar: Spoke in favor of the CARES funding.

Council Member Lanting: Spoke in favor of the CARES funding.

Council Member Hawkins: Spoke in favor of the CARES funding.

Vice Mayor Pierce: Spoke in favor of the CARES funding.

Council Member Reid: Spoke in favor of the CARES funding.

Council Member Boyd: Spoke in favor of the CARES funding.

MOTION: **Council Member Barigar** moved to remain in Governor Little's proposal to use CARES funding for property tax relief, to not take the administration fee, and not share the funds with the Urban Renewal Agency. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Barigar announced that Monday, September 21, 2020, at 10:00 a.m., in the overflow room, there will be an informational meeting on the Community Transformation Grant.

Mayor Hawkins spoke about the B25 Bomber and the ceremony honoring the Veterans at the Airport on September 9, 2020. Announced that Dan Olmstead and Jim O'Donnell received the Wright Bother's Aviation Award on Saturday, September 12, 2020. This award was given in recognition of over 50 years in aviation. On Tuesday, September 22, 2020, at 1:00 p.m. at the City Park the City will hold a State of the City Address.

City Manager Rothweiler thanked the Police and Fire Departments for helping with the tribute to 9-11 that was held on September 11, 2020.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

a) REQUEST TO ADJOURN TO EXECUTIVE SESSION:

§ 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Canceled Executive Session:

The meeting adjourned at 06:36 PM



Twin Falls City Council Minutes

Monday, September 21, 2020, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar, Craig Hawkins, Greg Lanting & Nikki Boyd.

Absent: Council Member Christopher Reed

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, Assistant to the City Manager Mandi Thompson, Budget Coordinator Mat Farnes, City Engineer Mark Holtzen, Planning & Zoning Director Jonathan Spendlove, Network Administrator Mike Plane, Finance Administrative Assistant Amy Luna

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0

- a) Request to approve the Accounts Payable for September 10-16, 2020.
- b) Request to approve the Alcohol License for Twin Beans Coffee LLC.
- c) Recommendation on a Parks In-Lieu application for the Andrea Subdivision located on the 300 Block of Harrison St S. (Application PZ20-0099). On September 8, 2020, the Parks and Recreation Commission voted unanimously to recommend approval to City Council.
- d) Request to approve a Parks In-Lieu application for the Ensign Subdivision located at 1751 3rd Avenue East. (PZ20-0114). On September 8, 2020, the Parks and Recreation Commission voted unanimously to recommend approval to City Council.
- e) Request from Bridget Posson, on behalf of Girls on the Run. Girls on the Run is a 5K running event. This event will begin near the Visitor's Center on the Canyon Rim trail on Saturday, November 14, 2020.
- f) Request to hold the Trick or Treat on Main Street event.
- g) Request to accept the Improvement Agreement for the purpose of developing Northern Passage Subdivision 3, 4, and 5 - Phase 3C & 4.
- h) Request from the Twin Fall School District to waive permit fees for construction and placement of a freestanding message board sign at the Robert Stewart Middle School.

5) ITEMS OF CONSIDERATION

- a) Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System. **Mayor Hawkins** introduced Dr. Kern, Vice President of Medical Affairs, St. Luke's Health System.

Discussion ensued on the following:

Mayor Hawkins: If someone has had the virus, why do they still need to wear a mask?

Council Member Barigar: Approaching the normal flu season, what are the recommendations for the flu shots?

Mayor Hawkins thanked Dr. Kern for his presentation.

- b) Request to approve a Resolution to amend the bylaws of the Twin Falls Youth Council.

Mayor Hawkins made a request to approve a resolution to amend the bylaws of the Twin Falls Youth Council.

Discussion ensued on the following: None

MOTION: Council Member Lanting moved to approve resolution **#R-2020-015** to amend the bylaws of the Twin Falls Youth Council as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Update to Council on the Community Transformation Grant from the Blue Cross of Idaho Foundation for Health.

Assistant to the City Manager Thompson updated the Council on the Community Transformation Grant from the Blue Cross of Idaho Foundation for Health.

Discussion ensued on the following:

Council Member Barigar: Spoke in favor of this grant and the strong partnerships that are involved.

- d) Request to accept an offer to purchase the City's half ownership share in the realproperty located at 303 4th Avenue East.

Deputy City Manager Humble made a request to accept an offer to purchase the City's half ownership share in the real property located at 303 4th Avenue East.

Discussion ensued on the following:

Council Member Barigar: Would it be possible to make a counteroffer?

MOTION: Council Member Hawkins moved to approve the offer to purchase the City's half ownership share in the real property located at 303 4th Avenue East, for \$5,000.00. **Vice Mayor Pierce** seconded the motion.

Discussion ensued on the following:

Council Member Barigar: Would it be possible to make a counteroffer?

MOTION: Council Member Barigar moved to amend the motion and have Staff make a counteroffer of \$10,000.00 for the sale of the City's half ownership share in the real property located at 303 4th Avenue East. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

Roll call vote showed all members present voted in favor of the amended motion. Amended motion passed 6 to 0.

6) GENERAL PUBLIC INPUT: None

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins spoke on the Historic Preservation Council Members.

City Manager Rothweiler spoke about the ***State of the City***, being held on Tuesday, September 22, 2020, at the City Park at 11:30 a.m.

REQUEST TO ADJOURN TO EXECUTIVE SESSION:

§ 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Barigar moved to adjourn to executive session: § 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

Resumed meeting at 6:01 p.m.

8) PUBLIC HEARINGS

- a) Public Hearing to amend the Fiscal Year 2019-2020 Budget.
Budget Coordinator Farnes presented an amendment to the Fiscal Year 2019-2020 Budget.

Public Hearing Opened: 6:04 pm

Public Hearing Closed: 6:05 pm

Discussion ensued on the following: None

MOTION: Council Member Barigar made a motion to suspend the rules and place Ordinance on third and final reading by title only under suspension of the rules. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Mayor Hawkins read Ordinance #2020-014 by title only.

MOTION: Council Member Barigar moved to approve Ordinance #2020-014, the amendment to the Fiscal Year 2019-2020 Budget. Vice Mayor Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Request for a Zoning District Change from R-4 PUD to R-2 for Lot 5, Block 1, Fieldwood Subdivision, located at 1075 Cheney Drive West c/o EHM engineers, Inc on behalf of Wills, Inc. On August 25, 2020, the Planning and Zoning Commission recommended approval to City Council by a vote of 5-0. (PZ20-0087)
P&Z Director Spendlove made a request for a Zoning District change from R-4 PUD to R-2 for Lot 5, Block1, Fieldwood Subdivision, located at 1075 Cheney Drive West c/o EHM Engineers, Inc. on behalf of Wills, Inc.

Applicant's representative spoke on the request.

Public Hearing Opened: 6:12 pm

Public Hearing Closed: 6:13 pm

Discussion ensued on the following: None

MOTION: Council Member Lanting moved to approve the request for a Zoning District changes from R-4 PUD to R-2 for Lot 5, Block1, Fieldwood Subdivision, located at 1075 Cheney Drive West c/o EHM Engineers, Inc. on behalf of Wills, Inc. **Council Member Barigar** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Request to vacate portions of platted utility easements for Blocks 2, 3, and 4 of the Perrine Pointe Subdivision c/o Tres Gringos. On June 23, 2020, the Planning and Zoning Commission recommended approval to City Council by a vote of 5-0. (PZ20-0051)

P&Z Director Spendlove made a request to vacate portions of platted utility easements for Blocks 2, 3, and 4 of the Perrine Pointe Subdivision c/o Tres Gringos.

Applicant's representative spoke about the request.

Public Hearing Opened: 6:17 pm

Public Hearing Closed: 6:18 pm

Discussion ensued on the following: None

MOTION: Council Member Barigar moved to approve the request to vacate portions of platted utility easements for Blocks 2, 3, and 4 of the Perrine Pointe Subdivision c/o Tres Gringos.

Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:19 PM



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)
)
Zoning District Change & Zoning Map Amendment,) FINDINGS OF FACT,
Application,)
) CONCLUSIONS OF LAW,
EHM Engineers, Inc.)
On behalf of Brad Wills) AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on **September 21, 2020** for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from **R4 PRO** to **R2** for **Lot 5, Block 1** of the Fieldwood Subdivision and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from **R4 PRO** to **R2** for **Lot 5, Block 1** of the Fieldwood Subdivision.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: **August 6, 2020 & September 3, 2020.**
3. The property in question is zoned **R-4 PRO** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, **Cheney Drive West**; to the south, **Residential**; to the east, **Residential**; to the west, **Fieldstream Way/Residential**.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from from **R4 PRO** to **R2** for **Lot 5, Block 1** of the Fieldwood Subdivision is consistent with the purpose of the **R2** Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, **10-4-4, 10-12-2-3** of the Twin Falls City Code.

3. The proposed use is proper use in the **R2** Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. 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. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from **R4 PRO** to **R2** for **Lot 5, Block 1** of the Fieldwood Subdivision should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls, and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from **R4 PRO** to **R2** for **Lot 5, Block 1** of the Fieldwood Subdivision.

2. 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 and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Tres Gringos, LLC

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **September 21, 2020** for public hearing pursuant to public notice as required by law for Vacation of **public utilities, cross access, drainage, landscape, and irrigation easement located on property at Perrine Pointe Subdivision, blocks 2, 3, and 4** and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of **public utilities, cross access, drainage, landscape, and irrigation easement located on property at Perrine Pointe Subdivision, blocks 2, 3, and 4.**
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: **September 3, 2020 and September 10, 2020**
3. The property in question is zoned **R-6 PUD** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood and Neighborhood Commercial** in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, **Residential**; to the south, **Residential**; to the east, **Residential** to the west, **Transit Center**.

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of **public utilities, cross access, drainage, landscape, and irrigation easement located on property at Perrine Pointe Subdivision, blocks 2, 3, and 4** is consistent with the purpose of the **R-6 PUD Zone**, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1, Twin Falls City Code.

3. The proposed use is proper use in the **R-6 PUD Zone**, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of **public utilities, cross access, drainage, landscape, and irrigation easement located on property at Perrine Pointe Subdivision, blocks 2, 3, and 4** should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of **public utilities, cross access, drainage, landscape, and irrigation easement located on property at Perrine Pointe Subdivision, blocks 2, 3, and 4** is hereby granted.

2. 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 continued compliance with all local, state, and federal code requirements and other standards as applicable.



Date: Monday, September 28, 2020
To: Honorable Mayor and City Council
From: Les Kenworthy

PRESENTATION

Request:

The Twin Falls Fire Department would like to recognize their newly promoted Captain Justin James, and newest Driver/Operator Kyle Eldridge, take their oath of office, and pin their new rank badges.

Time Estimate:

Approximately 15 minutes.

Background:

Fire Chief Les Kenworthy would like to take this opportunity to welcome and recognize each newly promoted Captain, and Driver/Operator.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have our newest Captain Justin James, and Driver/Operator Kyle Eldridge sworn in before the City Council, with Mayor Suzanne Hawkins administering the Oath of Office on September 28, 2020.

Attachments:

None



Date: Monday, September 28, 2020
To: Honorable Mayor and City Council
From: Mitch Humble

ACTION ITEM

Request:

Request from the Pickleball Association of Twin Falls to help purchase and install lights for the pickleball courts at Frontier Field.

Time Estimate:

The presentation for this item will take about five minutes. Additional time may be needed for questions and discussion.

Background:

Ryan Heider is the current president of the Pickleball Association of Twin Falls. Ryan approached the city a few months ago with a request to help install lights at the pickleball courts at Frontier Field. He indicated that the Association had raised some money to help pay for lights. In addition to helping pay for the lights, Ryan indicated that he has an electrical contractor who is willing to donate the labor to install the lights. Ryan's brother, Kirk Heider, owns and operates Heider Electric and has agreed to install the lights. Ryan and Kirk have been working with City staff to put together a proposal/request for the last couple of months. They completed that proposal and submitted it last week.

The proposal/request includes the following. Heider Electric will purchase and install eight light poles and 16 light heads at the pickleball courts. When the City constructed the courts originally, we included light pole bases and electrical conduit to those bases. The poles will be installed on those existing bases. The total value of the purchase and installation is \$35,800. Heider Electric will donate the labor for the installation of the lights, at a value of \$8,000, reducing the total cost to \$27,800. The Association will also donate \$10,000 that they have raised toward the purchase of the lights, reducing the total cost to \$17,800. The Association is requesting that the City then pay the remaining \$17,800 to complete the project.

City staff have reviewed the request and the lights that are being proposed are acceptable to both the City Parks Department and the City Electrician. Also, while the Fiscal Year 2020 budget does not include funding for this project, the FY2020 contingency budget does have enough money left to cover the requested \$17,800. Staff recommends that the City Council approve the request as presented.

Approval Process:

A simple majority vote is needed to approve this request.

Budget Impact:

Should the Council approve this request, the City will obligate \$17,800 from the FY2020 contingency budget to complete the project. The contingency budget has about \$140,000 available prior to this request.

Regulatory Impact:

Should the Council approve this request, staff will enter into a contract with Heider Electric to purchase and install lights for the pickleball courts at Frontier Field.

History:

Analysis:

Conclusion:

Staff recommends that the Council approve the request from the Pickleball Association of Twin Falls to help purchase and install lights for the pickleball courts at Frontier Field as presented.

Attachments:

None



Date: September 28, 2020

To: Honorable Mayor and City Council

From: Gretchen Scott, Human Resources Director
Les Kenworthy, Fire Chief

ACTION ITEM

Request: Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

Time Estimate: Approximately 20 minutes to review changes and respond to any questions.

Background: The Collective Bargaining Agreement was last adopted in September of 2019 and renews automatically thereafter unless either party makes a request to open the negotiation process.

City Administration and the Executive Board of Local 1556 have met on several occasions during the last few months to discuss salary and benefit changes for the upcoming fiscal year.

Attached are the individual sections in which the changes are noted by a line drawn through existing text, followed by the new recommended language, highlighted in yellow.

The changes include:

- Section 12 – New language to describe a historical practice of Early Relief and new language describing the FLSA requirement for compensation for Pre-Shift Briefings;
- Section 25 – New language that designates any overtime worked that extends beyond the end of a scheduled time trade will be paid to the working employee not the scheduled employee;
- Appendix A –
 - Item 1 - Increase of 2% to the current Pay table,
 - Item 4 – An increase to the number of eligible extra duty payments from one to two.
- Appendix B (a) – New Language Progressive Counseling. The goal of coaching and developing employees as a first response to minor policy violations and performance issues has been incorporated through new language.
 - Addition – The employee may request for a progressive counseling to be removed from the department personnel file after one year. Removal is at the discretion of the Chief.

Approval Process: This has been reviewed and approved by both negotiating teams.
Formal adoption by the City Council is required to ratify the Agreement.

Budget Impact: No budgetary impact.

Regulatory Impact: None

Conclusion: The City and Local 1556 have enjoyed an excellent relationship for many years. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the City Council.

Attachments:

Collective Bargaining Agreement for October 1, 2020 – September 30, 2021

Tracked Changes document



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2020 to September 30, 2021

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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, 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.

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	
18	19	20	21	22	23	24	25	26	27	28	29	30	31	

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 sick 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 in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

TABLE II				
Accrued Sick Leave	Annual Vacation Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

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.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

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 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee's vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee's anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their 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, 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 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave		Annual Sick Leave Rate		Monthly Equivalent
Hours	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

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 sick 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, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness 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.

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

When an employee finds it necessary to use the sick 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 sick leave pay for time not worked, when the employee's sick 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.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick 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 sick leave.

Sick 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 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section V-6 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 sick leave.

SECTION 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the 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.

SECTION 19 – 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 leaves 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 sick 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 20 – 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 21 – 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 22 – 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 23 - 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

Two (2) Firefighters

Station Two: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

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

Station Four: One (1) Driver Operator

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.

SECTION 24 – SHIFT ASSIGNMENTS

Shift assignments are made at the discretion of the Fire Chief. 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.

SECTION 25 – 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 26 – 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 27 – 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 sick 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 28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within eighteen (18) 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 31 – 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 32 – 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 on or around the month of the employee's birth.

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 33 – 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 34 – 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 35 – 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 36 – 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 37 – 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 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2020, and shall remain in full force and effect until the 30th day of September 2021. 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 , 2020

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2020

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 3,595
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$ 3,857
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$ 4,425
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$ 4,612
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$ 4,912
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 5,392
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$ 5,875
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$ 6,233

- 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.

- 4) 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.

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)

- 5) Longevity Pay: Longevity shall be paid according the following table for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service. 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

DATED

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, 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 , 2020

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, 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 _____

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 202019 to September 30, 2021~~20~~

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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, 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.

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 sick 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.

d.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.

e.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.

f.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).

g.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 in Table II. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month. Fire fighters working a 40-hour work week shall earn and use sick leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

TABLE II				
Accrued Sick Leave	Annual Vacation Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 - 864	6	144	0.50	12
865 – 1,440	7	168	0.583	14
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	9	216	0.75	18
2,160	10	240	0.834	20

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.

No employee is entitled to use vacation until completion of the sixth month of employment unless otherwise approved by the Chief, or his designee.

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 10 shifts. Vacation accruals in excess of 10 shifts shall be converted to accumulated sick leave subject to the maximum accumulation provision. Once the maximum accumulation of sick leave is achieved, vacation balances in excess of the maximum shall expire. Emergency personnel regularly assigned holiday duty may accrue vacation and holiday time to a total of 12 shifts (288 hours). Each employee's vacation accrual record shall be reviewed for compliance with this section as of his/her annual anniversary date. Carry-over of excess vacation hours may be granted by the City Manager when work requirements do not allow vacation to be used prior to the employee's anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by their 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, 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 – SICK LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn sick leave based on monthly accrual rates shown in Table I. Fire fighters working a 40-hour work week shall earn and use sick leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended. The monthly accrual rate shall be determined according to the hours of accumulated sick leave held by each fire fighter on the first day of each calendar month.

TABLE I				
Accrued Sick Leave	Annual Sick Leave Rate		Monthly Equivalent	
Hours	Shifts	Hours	Shifts	Hours
0 – 864	12	288	1.0	24
865 – 1,440	10	240	0.834	20
1,441 – 1,800	8	192	0.667	16
1,801 – 2,159	6	144	0.5	12
2,160	*4	*96	*0.334	*8

*Once an employee has reached his/her maximum sick leave accrual, the excess hours will continue to accrue in a dedicated account. Upon retirement, the employee may use the time exclusively for the purchase of health care coverage until the account is depleted or the age of 65. Once the employee qualifies for Medicare, the benefit terminates.

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 sick 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, sick leave shall be defined as the absence from work of an employee due to personal illness, or the serious illness 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.

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

When an employee finds it necessary to use the sick 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 sick leave pay for time not worked, when the employee's sick 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.

Sick leave may be accumulated if not used during the year earned, subject to a maximum accrual of 90 shifts.

Sick 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 sick leave.

Sick 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 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 17 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section V-6 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 sick leave.

SECTION 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to three (3) shifts off with pay, subject to the approval of the 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.

SECTION 19 – 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 leaves 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 sick 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 20 – 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 21 – 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 22 – 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 23 - 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

Two (2) Firefighters

Station Two: One (1) Captain
One (1) Driver Operator
One (1) Tender Driver

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

Station Four: One (1) Driver Operator

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.

SECTION 24 – SHIFT ASSIGNMENTS

Shift assignments are made at the discretion of the Fire Chief. 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.

SECTION 25 – 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 26 – 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 27 – 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 sick 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 28 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 29 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 30 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within eighteen (18) 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 31 – 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 32 – 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 on or around the month of the employee's birth.

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 33 – 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 34 – 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 35 – 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 36 – 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 37 – 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 38 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 20~~2019~~, and shall remain in full force and effect until the 30th day of September 20~~21~~~~19~~. 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 , 20~~2019~~

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, ~~2019~~2020

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 3,525 <u>3,595</u>
FIREFIGHTER 1	1 year in position - Firefighter 1 Certification	\$ 3,781 <u>3,857</u>
FIREFIGHTER II	2 years with TFFD - Firefighter 1 - Firefighter 2 - Swing Up Driver	\$ 4,338 <u>4,425</u>
SENIOR FIREFIGHTER	8 years with TFFD - Fire Officer 1	\$ 4,522 <u>4,612</u>
DRIVER	3 years with TFFD - Firefighter 2 - Driver's Academy Certificate	\$ 4,816 <u>4,912</u>
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 5,286 <u>5,392</u>
CAPTAIN	5 years with TFFD - Fire Officer 1 certification 2 years as Swing Up Driver	\$ 5,760 <u>5,875</u>
SENIOR CAPTAIN	5 years in position - Swing Up Battalion Chief	\$ 6,111 <u>6,233</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.

- 4) 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 ~~only~~ eligible to collect a maximum of ~~two~~ ~~one~~ extra duty payments.

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)

- 5) Longevity Pay: Longevity shall be paid according the following table for each full year of service, commencing on the employee's anniversary date of the sixth consecutive year of service. 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

DATED September 16, 2019

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, 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 , 2020

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, 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 _____

EMPLOYER

ASSOCIATION

Mayor, Suzanne Hawkins

Josh Kliegl, President

City Manager, Travis P. Rothweiler

Gerald B. Dillman, Vice President

Andrew Stephenson, Secretary/Treasurer



Date: Monday, September 28, 2020
To: Honorable Mayor and City Council
From: Sean Standley

INFORMATIONAL

Request:

Presentation of Annual Report for Code Enforcement and Animal Control.

Time Estimate:

The estimated amount of time this item will take is 15 minutes and time to answer questions.

Background:

Code Enforcement Coordinator Sean Standley will introduce the department and present the annual report for Code Enforcement. Danielle Christensen and Jamie Henderson will present the annual report for Animal Control.

Approval Process:

This is an informational presentation.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None