

Local 804 Contract Labor Internal Negotiations Minutes
July 1, 2019
Baker Room, HNPSB

Call to Order 9:30 am

Present: Adam Swift, NFD Negotiator
Eric White, IAFF L804 Vice-President
Joel Baker, NFD Negotiator
Richard Davies, NPD Deputy Chief
Bruce Skaug, City Councilman
Nick Adams, IAFF L804 President
Kirk Carpenter, NFD Chief
Robert Hunt, NFD Negotiator
Chris King, NFD Advisor
Clay Long, Nampa Chief of Staff

Discussed:

- Review of last meeting, offer made by city to be discussed at the upcoming city council meeting
- NFD had requested some updated numbers, these were emailed by the city and received. These were discussed in-depth, Chief Davies worked on getting the proper calculations.
- NFD negotiators presented revisions, including grammatical corrections Article 2 section 4, revision Article 7 section 1, Article 9 section 2, Article 15 section 2, Article 4 section 5, Article 13 section 3, J.) Personal leave and comp time sell-back, Article 9 section 2
- NFD negotiators presented a counteroffer to the city, this can be presented to council.
- NFD negotiators have several non-monetary items that are not ready for presentation.

Break out for side discussions at 10:16 am
Back in at 11:36 pm

City representatives agreed and signed off on Article 15 section 2 and J.) Personal leave and comp time sell-back

Adjourn at 11:36 pm

Next meeting
Tuesday July 11, 2019 9:00 pm
Baker Room HNPSB

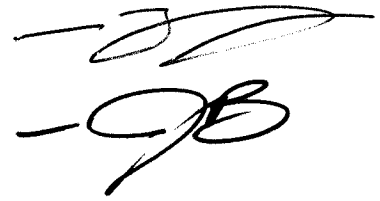
Proposal 2020 - 1

ARTICLE 2 - SECTION 4 - DISCRIMINATION

The City agrees not to discriminate against any member for his/her activity on behalf of, or ~~member~~ membership in, the Union. The City and Union agree that there shall be no discrimination against any member because of sex, race, creed, national origin, age or religion.

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Proposal 2020-2



Article 7 section 1

I.) Promotional procedures for Training Captain shall consist of a canned course instruction (30 minutes of instruction), a self-created course instruction (30 minutes of instruction), an oral interview, and a peer review. In addition to these test components, the candidate must have passed the most recent Suppression Captain's promotional exam, ~~pass a Captains exam provided for the purpose of promoting to Training Captain,~~ or be a promoted Suppression Captain. Results of the Captains test conducted for the purpose of promotion to Training Captain will have no impact on the current promotional list for Suppression Captain. The requirements to pass the Captains test for the Training Captain position will be the same as the requirements to pass the Suppression Captain exam, listed in Article 7 - Section 1 - Paragraph H. One half (1/2) point will be given for each completed year of service with the Nampa Fire Department. Resource material will be provided 120 days prior to the written test. Scoring for the Training Captain specific requirements will be as follows:

25% - Canned Course Instruction

25% - Self Created Course Instruction

25% - Oral Interview

25% - Peer Review

Example:

Canned Course Score: 82

+ Self-Created Course Instruction: 86

+ Oral Interview: 90

+ Peer Review: 89

/ 4 = 86.75

+ Years of Service (10/2) 5

Total Score: 91.75

A tested and promoted Training Captain can return to Suppression as a Suppression Captain when there is an opening in a Suppression Captains position, and he/she has completed two years in the Training division as a promoted Training Captain. A tested and promoted Training Captain can return to the Suppression before the two-year commitment is completed, but they will return to the position they held before promoting to Training Captain.

**ARTICLE 15 - SECTION 2 - HAZARDOUS MATERIALS TEAM
PAY**

It is hereby recognized that some members of the Nampa Fire Department are also members of the State of Idaho Hazardous Materials Response Team. During incidents in which these members respond as Team members for the State HazMat Team, the City agrees to compensate these members according to the customary amounts paid by area agencies and state officials. The City will then submit a cost recovery request to the State of Idaho for reimbursement. These fees only apply when members respond off-duty and are currently:

Team Leader: \$60.00/hour

Team Member: \$50.00/hour

Any member of the Nampa Fire Department that is qualified as a team leader will be paid the Team Leader rate (\$60.00/hour) anytime they respond as a team member for the State HazMat Team.

OKay

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J.) PERSONAL LEAVE AND COMP TIME SELL-BACK

The City offers Personal Leave (PL) and Comp Time sellback, members may sellback accrued PL and/or Comp Time for payment in the next fiscal year. After a notification date is determined for the following fiscal year sell-back period, Fire Administration will notify members via email or other necessary methods, that it is accepting PL and Comp Time sellback requests, members will then have 30 calendar days to submit their completed form(s) to Fire Administration. Member's selling less than 100 hours will receive their payment in a November paycheck. Members selling more than 100 hours or more may choose to sell back hours in equal quarterly installments, to be paid in their regular paycheck on or after Nov. 1, Feb. 1, May 1, and Aug. 1. The member wishing to sell-back PL and/or Comp time must submit a completed form provided by Fire Department administration indicating the number of hours of each type of leave he or she wishes to sell back, subject to the maximums below:

Personnel Leave

56-Hour Member

Accumulated (in hours)	Maximum annual sell-back (in hours)
500-800	56
801-1000	100
1001-1250	150

56-Hour Member (in Buydown)

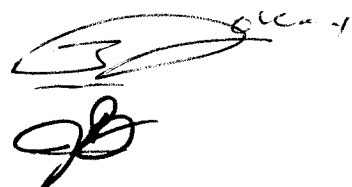
Accumulated (in hours)	Maximum annual sell-back (in hours)
400-1250	150

40-Hour Member

Accumulated (in hours)	Maximum annual sell-back (in hours)
250-450	40
451-550	71
551-700	107

40-Hour Member (in Buydown)

Accumulated (in hours)	Maximum annual sell-back (in hours)
267-700	107

Handwritten signature and initials, possibly "G. C. C. - 1" and "JB".

Proposal 2020-4

Article 9 Section 2

E.) CONSTANT STAFFING

There will be a minimum of one 24 hour shift available for every ~~six (6)~~ five (5) firefighters assigned to

shift work each day. To accommodate this leave, if necessary, the department will use constant staffing to maintain the required minimum staffing. Events that will necessitate constant staffing only apply to vacancies in the duty roster, sick or injured members, and other approved FMLA leave, members attending approved classes or department business and up to and including the first 8 shifts per activation for military leave. It is agreed that the Nampa Fire Department will allow more than the minimum number of shifts available each day under the following conditions:

- 1) The person requesting the additional PL agrees that such PL may be cancelled up to 24 hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off.
- 2) The person requesting the additional PL will call in within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested time off to ensure the time is still available.
- 3) Any circumstances that reduces staffing below "shift/minimum staffing" (Article 13 - Section 3) that occurs within 24-hours prior to shift 1 and/or 48 hours prior to shift 2 of the requested PL will be covered by constant staffing and the PL request shall not be cancelled.

It is agreed that the department will constant staff for one member of a shift attending the National Fire Academy (NFA). When more than one member, from the same shift, is attending a NFA class at the same time, it is agreed that PI may be locked up, for the purpose of maintaining minimum staffing requirements and sending additional members, from the same shift, to the NFA at the same time.

It is understood and mutually agreed that the City and members of Union will review the results of constant staffing when requested by either party for the duration of the contract. Said review will evaluate the efficiency and cost effectiveness of this policy as it is written. The City and members of the Union agree to negotiate the continuation of constant staffing if the results of this review indicate that it is not working as written or if the financial resources of the City are not available. It is agreed that the terms of constant staffing may be changed without nullifying the remainder of this contract.

2020 Mediation and Binding Fact Finding

Article 4 - Section 5 – Mediation and Binding Fact Finding

On or after the 30th day following commencement of negotiations, either party may initiate mediation. In the event the parties are unable to agree upon a mediator, the mediator shall be assigned by the Federal Mediation and Conciliation Service. Except as explicitly provided herein, the mediation option shall not alter, hinder or delay any rights or obligations of the parties pursuant to the provisions of Chapter 18, Title 44, Idaho Code. On the 25th day following commencement of negotiations, NAMPA CITY and/or the UNION may request a list of nine (9) arbitrators with experience in fact finding/interest arbitration from the Federal Mediation and Conciliation Service from which to select the third member of the fact finding commission in the event fact finding is initiated pursuant to Idaho Code Section 44-1805. If, after a minimum of thirty (30) days or a minimum of three (3) mediation sessions, whichever comes later, the parties have not reached agreement on a successor collective labor agreement, the parties shall select a third fact finder from the list provided by the Federal Mediation and Conciliation Service and proceed with the fact finding process. The method of selection shall be by alternate striking of names until only one (1) name remains. The one remaining name shall be the selected fact finder. The party who strikes the first name shall be determined by the flip of a coin.

In the event that the parties participated in mediation, the unresolved issues submitted to fact finding shall be those issues certified by the mediator as having been mediated. In the absence of mediation, the issues submitted to fact finding shall be those unresolved issues as of the completion of negotiations. No later than fourteen (14) days prior to the fact finding hearing, each party will present to the fact finding commission and to the other party, its proposal on each unresolved issue submitted to the fact finding commission.

Except by mutual agreement, only issues relating to wages, rates of pay, working conditions

and all other terms and conditions of employment as prescribed by Idaho Code 44-1802 may be submitted to the fact finding commission. The decision of the commission will be binding with respect to all issues and the fact finders, by a majority vote, shall select one (1) of the two (2) proposals on each issue. In making their decision, the fact finders shall consider all relevant factors, including but not limited to:

1. Cost of living;
2. The parties' bargaining history;
3. Relevant market comparisons in the public sector, taking into account the cost of living in the markets compared. Such comparison(s) shall include other Idaho Fire Departments, and may also include other similarly sized jurisdictions from the region;
4. Workload;
5. NAMPA CITY's financial health/constraints;
6. Employer's past practice; and
7. Impact on personnel and issues, such as recruitment and retention that are unique to the Fire Department of NAMPA CITY.

The CITY and UNION agree that the written determination of the majority of the fact-finding commission regarding any and all unresolved issues submitted to them pursuant to Idaho Code Section 44-1805 shall be binding upon NAMPA CITY and the UNION; provided that a determination with respect to work schedule, staffing proposals that would require NAMPA CITY to add additional members, and/or changes proposed by the UNION to the management rights clause of the AGREEMENT, will be a recommendation, as provided by Chapter 18, Title 44, Idaho Code. When making recommendations as opposed to binding decisions, the fact finding commission shall be encouraged to suggest possible compromises to the parties and are not limited to selecting one of the parties' proposals.

Each party shall pay for their own expenses and representatives in the mediation and fact finding processes. Fees of the mediator and the third fact finder will be shared equally by the parties.

ARTICLE 13 - SECTION 3 - SHIFT MINIMUM STAFFING

A.) The City reserves the right to determine the number of Battalion Chiefs, Engine Companies, Truck Companies, and Squads to provide service and fire protection to the City.

B.) Each Shift shall have a Battalion Chief.

C.) Each Engine Company shall consist of a minimum of:

1

Captain

1

Driver/Operator

1

Firefighter

The Driver/ Operator or Firefighter of the company shall be Paramedic qualified.

D.) Each Truck Company shall consist of a minimum of:

1

Captain

1

Driver/Operator

2

Firefighters

E.) Each Squad shall consist of a minimum of:

1

Captain

1 Firefighter Paramedic who is qualified to drive

F.) Whenever the number of 56-hour members falls below the minimum staffing requirement, the Battalion Chief shall have the authority to call in off-duty Nampa Fire Department personnel.

G.) Battalion Chiefs, Captains, and Driver/Operators specified in this Section shall mean either a person in that permanent position, or a qualified step-up to that position.

Counter

Proposal Y-2019 L-804

For FY 2020 –

3.0% wage increase, Longevity, Medic Pay 10% of Base wage, Extra Duty pay 3% of Base and a 9% Health Insurance increase.

For FY 2021 –

3.0% wage increase and a 9% Health Insurance increase.

EXHIBIT A: SALARIES

	FY 2020(+3.0%)	FY2021(3.0%)
Probationary Firefighters	\$17.73	\$18.26
Firefighter I	\$19.00	\$19.57
Firefighter II	\$20.84	\$21.46
Senior Firefighter	\$23.16	\$23.86
Driver/Operator	\$24.70	\$25.44
Captain	\$28.41	\$29.26
Training Captain	\$39.79	\$40.98
Deputy Fire Marshal	\$39.79	\$40.98
Battalion Chief	\$32.69	\$33.67

Note: Paramedics are paid an additional ~~\$1.65 per hour~~ 10% of their base pay in addition to their base pay. Paramedic Captains shall also continue to be paid the hourly amount, however they shall not be the primary medic on the company as their role is that of Captain.

For the period acting as a preceptor, Paramedic preceptors are paid an additional ~~\$0.62 per hour~~ 3% of their base pay in addition to their base pay. ~~and paramedic pay.~~

Peer Fitness Trainers are paid an additional ~~\$0.62 per hour~~ 3% of their base wage in addition to their base pay.

Quality Assurance Reviewers (QA/QI) are paid an additional ~~\$0.62 per hour~~ 3% of their base wage in addition to their base pay.

Shift Training Liaisons (STL) shall be paid an additional ~~\$0.62 per hour~~ 3% of their base wage in addition to their base pay.

Air -Pack Technicians are paid an additional ~~\$0.62 per hour~~ 3% of their base wage in addition to their base pay.

The number of Peer Fitness Trainers, Air-Pack Technicians and Qualified Rescue Technician Trainers shall be determined by the City

ARTICLE 14 - SECTION 3 - LONGEVITY PAY

In addition to base pay, 40 hour and 56 hour, members that have been continuously employed by the Nampa Fire Department shall receive longevity pay. The first payroll period following the qualified member's anniversary of date of hire with the Nampa Fire Department shall be the effective date for receiving a fifty-five hundredths percent (.55%) Longevity pay increase. Longevity is calculated from the member's Base Hourly Rate for each subsequent qualifying year of service in the Fire Department, recognizing the increasing proficiency which accrues with increased years of service.

Longevity Pay = Base Salary x .0055% x Years of Service

Example for Negotiations: 10 Year Driver/Operator

$\$23.98 \times .0055 \times 10 = \1.31

Current Longevity = \$1.24

~~In addition to base pay, those 56 hour members that have been employed by the Fire Department in excess of five (5) years shall be paid the following:~~

~~Upon 5th Anniversary .83 per hour~~

~~upon 10th Anniversary 1.24 per hour~~

~~Upon 15th Anniversary 1.65 per hour~~

~~Upon 20th Anniversary 2.06 per hour~~

~~Upon 25th Anniversary 2.47 per hour~~

~~In addition to base pay, those 40 hour members that have been employed by the Fire Department in excess of five (5) years shall be paid the following:~~

~~Upon 5th Anniversary \$1.16 per hour~~

~~Upon 10th Anniversary \$1.73 per hour~~

~~Upon 15th Anniversary \$2.31 per hour~~

~~Upon 20th Anniversary \$2.88 per hour~~

~~Upon 25th Anniversary \$3.46 per hour~~

~~For purposes of payroll the increase will take effect at the beginning of the next payroll cycle following the anniversary date.~~