



NOTICE OF PUBLIC MEETING

Tuesday, September 7, 2021

City Council Chambers

680 Park Avenue

Idaho Falls, ID 83402

3:00 p.m.

The public is invited to observe City Council Work Sessions. However, to observe appropriate social distancing guidelines, as recommended by the Centers for Disease Control and Prevention (CDC), seating in the Council Chambers has been limited. Seats will be available on a first-come, first-serve basis. The public also may view this meeting via livestream on the City's website at <https://www.idahofallsidaho.gov/429/Live-Stream>. The agenda does not include an opportunity for public interaction.

This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.

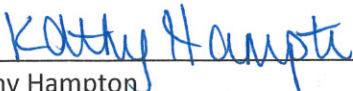
CITY COUNCIL WORK SESSION

Times listed in parentheses are only estimates.

Call to Order and Roll Call

- | | |
|---------------------------------|---|
| Mayor: | -Calendars, Announcements, Reports, and Updates (10) |
| Council: | -Liaison Reports and Councilmember Concerns (10) |
| Municipal Services: | -Review: Ambulance Collections and Write-offs (30) |
| Community Development Services: | -Discussion: Imagine IF (45)
-Discussion: Requirement of Neighborhood Meetings Proposal (15) |
| Fire Department: | -Discussion: Idaho Falls Firefighters Local 1565 Labor Agreement (15)
-Discussion: City Code Amendments to adopt the 2018 International Fire Code (15) |
| Mayor and Council: | -Discussion: Association of Idaho Cities (AIC) Legislative Initiatives (20)
-Discussion: Calendar Management (20) |

DATED this 3rd day of September, 2021



Kathy Hampton
City Clerk

AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION
LOCAL NO. 1565

May 2021 through April 2022



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**AGREEMENT
CITY OF IDAHO FALLS
AND
IDAHO FALLS FIREFIGHTERS UNION LOCAL NO. 1565**

This Agreement is between the CITY OF IDAHO FALLS, IDAHO (hereinafter referred to as "CITY"), a municipal corporation of the State of Idaho and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1565 (hereinafter referred to as "UNION"). It contains the entire Agreement between the parties on these subject matters, which has been reached as the result of collective bargaining and shall be in effect for the period stated herein.

ARTICLE I - PURPOSE

Section 1. General Purpose

The purpose of this Agreement is to increase the general efficiency in the Fire Department and maintain harmonious relations between the Fire Department and its personnel, to promote the morale, and protect the rights, well-being, and security of the Fire Department's permanent employees. To accomplish the foregoing, the parties hereto agree as follows:

Section 2. Public Employees

The Fire Department and the individual members of the UNION are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

Section 3. Equal Employment

There shall be no discrimination between employees of this bargaining unit and CITY and neither shall a non-union member be discriminated against by UNION or CITY with respect to any condition of employment because of membership or non-membership in UNION or because of sex, race, color, religion, national origin, or rank.

ARTICLE II - RECOGNITION

CITY recognizes UNION as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of duty, and other conditions of employment for all of its employees in the Fire Department with the exception of the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, Battalion Chiefs, the Public Information Officer, and the clerical staff. Nothing in this article shall be construed as prohibiting the Fire Chief, Deputy Chiefs, Division Chiefs, Fire Marshal, or Battalion Chiefs from voluntarily maintaining UNION membership.

ARTICLE III – MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the Fire Department and that all management rights repose in it, but such right must be exercised consistently with other provisions of this Contract. These rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direct the work force;
3. Hire, assign, or transfer employees;
4. Determine the objective of the Fire Department;
5. Determine the methods, means, number of personnel needed to carry out the Fire Department's objectives;
6. Introduce new or improved methods or facilities;
7. Change existing methods or facilities;
8. Relieve employees because of lack of work;
9. To take whatever actions necessary to carry out the objective of the Fire Department in situations of emergency;
10. Promotions will be made fairly and in accordance with this Agreement.

To aid in the consistent and efficient operation of the Idaho Falls Fire Department, a complete Book of Standard Operating Procedures and /or guidelines shall be maintained. A copy shall be kept electronically and shall be available on the fire server. Proposed changes shall be presented in writing to UNION prior to implementation.

ARTICLE IV - TIME OFF FOR UNION BUSINESS

Time off with pay shall be granted to members of UNION Negotiating and/or Grievance Committees while in actual negotiations or handling of grievance problems with management, required P.F.F.I. meetings or required Pension Meetings, when meetings fall on employee's scheduled work shift. Three (3) personnel per shift will be guaranteed time off for the spring P.F.F.I. convention in Boise and one (1) Fire Prevention Bureau Representative. Requests for time off for UNION business for meetings other than the spring P.F.F.I. Convention in Boise will be granted for four (4) employees for two (2) additional UNION functions; other requests will be considered as travel status requests and granted following UNION contract and minimum manning guidelines. Meetings shall be scheduled as equally as possible between the three (3) battalion at the convenience of both parties.

ARTICLE V - CHECK OFF

Upon receipt of a lawfully executed written authorization from the employee, which may be revoked in writing at any time, CITY agrees to deduct the regular monthly dues of such employee from the employee's pay and deposit such deduction by the first of the month following the second pay period of the succeeding month in any local bank so designated in writing by UNION President. UNION will notify CITY in writing of the exact amount of such regular Membership Dues to be deducted. UNION agrees to hold CITY harmless against any and all claims, suits, orders, or judgments brought or issued against CITY as a result of any action taken or not taken by CITY under the provisions of this article.

ARTICLE VI - SENIORITY LIST

Seniority, as defined by this Agreement, is the employee's length of continuous service with the Fire Department, dating from last date of hire. The Fire Department shall establish a seniority list and it shall be updated with any change in ranking or promotion and immediately posted electronically thereafter on the Fire Department common server for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported by the individual concerned to the President of the UNION or to the UNION Grievance Committee, who in turn shall report it to the Fire Chief within ten (10) days, or it shall stand approved as posted. Termination of an employee's service prior to the expiration of the probationary period shall not be subject to appeal or grievance. This Seniority List shall also include a Position/Rank Seniority listing by date of promotion. This list shall be separated by: Captain, Driver, Paramedic, Firefighter, and Inspector.

ARTICLE VII - PERSONNEL REDUCTION

Section 1.

In case City Council decides to reduce the Fire Department personnel, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work.

Section 2.

An employee whose job has been eliminated may revert to next lower job classification held. If an employee's movement creates excess personnel in the employee's new classification, the employee with the least seniority in that classification will revert to the next lower classification. No new promotions will take place until all employees who have been reduced in rank have been promoted as they were demoted.

Section 3.

Seniority will be lost whenever an employee fails to return to work within thirty (30) calendar days from the date the employee has been notified to return to work. The employee shall be responsible for furnishing CITY with an address and phone number where the employee can be contacted and meeting all department physical standards. When CITY recalls an employee under this provision those employees are not required to retest.

ARTICLE VIII - HOURS OF DUTY

Section 1.

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned or kept on duty because of a conflagration or major emergencies, shall not exceed fifty-six (56) hours. Shift firefighters shall be paid upon this average and receive regular bi-weekly pay periods of one hundred twelve (112) hours. A shift will be twenty-four (24) hours, from 8:00 a.m. to 8:00a.m. Each Firefighter shall be all owed one (1) Kelly Day each nineteen (19) scheduled shifts. This Kelly Day schedule will begin with the new FLSA cycle on January 14, 2017. The Kelly Day schedule will be adjusted when needed to avoid having three (3) or more Fire Division personnel assigned to a Kelly Day.

Section 2.

The regular work schedule for personnel of other divisions of the Fire Department shall be forty (40) hours per week.

Section 3.

Emergency overtime shall be any overtime caused by call-back or holdover of personnel because of the need for additional firefighters on shift or at an emergency. Overtime shall be paid at the rate of two (2) times the base hourly rate for each overtime hour worked. Members have the choice to accrue Compensatory Time (accrued at the same rate as overtime, two (2) times the hour worked) in lieu of Overtime ("OT"). Compensatory Time would be used following the current comp time use policy. Overtime for forty (40) hour per week employees shall be paid at the rate of one and one-half (1.5) times the base hourly rate for each overtime hour worked. This accrued Compensation Time shall be subject to Compensation Time use and accumulation rules already in place. Compensation Time shall be accrued each calendar year and paid out at the first full pay period in January of each calendar year or upon Promotion, whichever is appropriate. Compensation Time shall not be considered in making a training selection. The employee may opt to have all or some of the payout contributed to a qualified retirement plan.

There shall be a minimum compensation of two (2) hours for call-back overtime and for holdover overtime of more than thirty (30) minutes, holdover overtime of more than fifteen (15) minutes, but less than thirty (30) minutes, will be compensated for one-half (0.5) hour. Cal l back overtime shall be earned when attendance is required at Fire Department meetings or training sessions.

An accurate list of accumulated individual overtime hours offered shall be readable by computer at all stations. Overtime shall be offered to personnel by rank based on an individual's accumulated hours offered, except in emergency situations. The program on the computer shall be maintained at Station 1. Personnel shall be hired based on rank and shall be called in order from lowest accumulated OT hours offered to highest accumulated OT hours offered. Every effort shall be made to equalize the opportunity to work overtime within each rank.

Ambulance transports would not be considered as travel status.

Overtime personnel will be hired for all ambulance transports that are over one hundred (100) miles one-way.

No firefighter shall be allowed to have two (2) Kelly Days within one (1) FLSA work cycle.

In consideration for the travel time to and from the Swan Valley assignment, personnel working the assignment will be given an additional hour straight time each way or two (2) hours per forty-eight (48) hour shift. Personnel working the Swan Valley assignment shall report to Station 2 at 7:00 a.m. and use a staff vehicle to travel between Station 2 and Swan Valley.

Idaho State University Paramedic Program: Employees working as lab instructors for the ISU Paramedic Program will be compensated by the City at the rate of two (2) times the employee's base hourly rate for scheduled lab instruction time.

Section 4.

Firefighters attending classes that are deemed essential by the firefighter's job description, but not mandatory to the Fire Department, may qualify for compensation time (comp-time). Comp-time will be accrued at one and one-half (1.5) time that was spent at qualifying classes. Comp-time may be accumulated up to four hundred eighty (480) hours. Use of comp-time shall comply with the vacation selection process as outlined in Article XXII, Sections 2 and 3. Comp-time earned in excess of four hundred eighty (480) hours will be paid as overtime.

ARTICLE IX- SALARIES

Appendix "A" shall be the schedule of salaries payable to the members of the Fire Department provided that, in the event that the City Council approves any general pay increase for the City's non-union employees before 12:00 midnight, April 30, 2021, the schedule of salaries contained in Appendix "A" shall be adjusted so that the members of the UNION shall receive the same other general pay increase as the City's non-union employees.

ARTICLE X - HOLIDAY PAY

All shift firefighters are to be paid for eighty-eight (88) hours holiday pay at their hourly rate for compensation for holidays worked during a one (1) year period, payable the second payday in November. Firefighters who are currently employed on the second payday in November shall receive the holiday pay under this Article, regardless of length of the firefighter's employment with City.

ARTICLE XI- LONGEVITY

Appendix "B" shall be the schedule of longevity for eligible members of the Fire Department.

ARTICLE XII - CLOTHING ALLOWANCE

Section 1.

Each eligible firefighter shall receive a uniform allowance of nine hundred sixty-six dollars and seventy-two cents (\$966.72) per budget year, to be paid twice a year in equal installments to firefighters employed at the time of each payment. A new employee to the Fire Department will be issued their total uniform allowance on the payday following the first full pay period they are employed. The new employee will then forfeit the next two (2) regularly scheduled uniform allowances.

ARTICLE XIII - PROTECTIVE CLOTHING

In addition to the above uniform allowance, CITY agrees to furnish, where the nature of assigned duties dictate, any protective clothing or device that the Fire Chief may feel necessary for the health and welfare of the firefighters. UNION recognizes that title to such items furnished remains with CITY.

ARTICLE XIV- EMPLOYEE BENEFITS

Section 1.

All benefits and obligations shall be as set forth in the Personnel Policy and by reference each is incorporated herein and is made part of this Agreement.

Section 2.

The conditions, rules and regulations of such benefits as may be established by CITY shall determine all questions arising thereunder. CITY will make detailed information concerning the provisions of such benefits available to the employees. CITY agrees that during the life of this Agreement, the benefits will not be eliminated or reduced.

Section 3.

CITY reserves the right to require physical examination of its employees at any time, in accordance with the rules and regulations.

Section 4.

CITY agrees to provide two thousand one hundred and ninety-two dollars (\$2,192) per year per station for departmental physical fitness equipment to be used for physical fitness program.

Section 5.

CITY and UNION will work together to administer a joint wellness/fitness program by adopting the current NFPA 1582 Standard. Included in this program will be an annual CITY physician's physical evaluation and peer fitness evaluation. No part of the process will be punitive in nature or design. All new employees of the Fire Department will receive a physical based on the NFPA 1582 standard as well.

The intent of the program is to create an overall healthier work force and increase workplace safety. The intent will be to reduce health care costs and reduce CITY expense pertaining to occupational injuries.

Section 6.

CITY offers a comprehensive medical benefits plan through Blue Cross of Idaho. The plan for 2021/2022 includes both a PPO and HSA program. See attached exhibit for 2021/2022 Plan.

For those employees who sign up for the high deductible health plan with the health savings account, CITY will contribute \$1,750, pro-rated, to the employee's health savings account for the 2021/2022 Plan Year.

Both parties recognize the benefits of the CITY's medical benefits plan are subject to change because the timing for this Agreement's negotiations and the finalization of the CITY's insurance plan are not synchronized. In the event that the City's medical benefits plan changes before April 30, 2021, UNION members shall receive the same Health Benefit Package as non-union employees. After the CITY receives the annual notice from Blue Cross or the CITY's third-party administrator of the finalized medical plan, the CITY shall inform the UNION in writing within ten (10) business days of receipt and of ALL changes contained within the plan. If the finalized medical benefits plan contains material or substantive changes, the PARTIES agree to meet to reopen negotiation of this Agreement only to discuss the medical benefits plan changes as soon as possible. Either party may request, in writing, reopening negotiations to address a material or substantive change in the medical plan within thirty (30) days of the CITY's notice of changes. If neither party requests reopening, in writing, within thirty (30) days, the changes shall be considered unsubstantial. The UNION will give CITY thirty (30) day notice to negotiate if UNION intends to change insurance programs.

Section 7.

Employees working a forty (40) hour work week shall accrue 3.69 hours of Sick Leave per pay period which totals ninety-six (96) hours per year. Sick leave may accrue up to a maximum of 2,080 hours total. Employees working shift work will accrue 5.54 hours of Sick Leave per pay period which totals one hundred forty-four (144) hours per year. Sick leave may accrue up to a maximum of 2,912 hours total. Upon meeting the requirements of retirement, age fifty (50) or PERSI Rule of 80, employees may sell unused sick leave. The total amount of sick leave sold will be calculated as follows:

- Employees with five (5) or more years of service may choose to convert sick leave annually into a qualifying deferred compensation plan, transfer hours to vacation hours, or cash out hours. Annual selection to convert sick leave must be made between April 1st and April 30th and shall be converted in the October of the same year. For forty (40) hour workweek employees a balance of at least 160 hours must be left in the employee's sick leave bank. For shift firefighters (56) hour workweek employees a balance of at least 224 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.

If the employee meets the requirements for PERSI retirement, one-third (33%) of

the sick leave balance maybe deposited into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), HRA-Veba, or be converted to cash.

Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

Section 8.

The CITY agrees to issue credit cards to UNION Members to be used for classes, conferences, courses, meetings, inspections, evaluations, and wildland deployments. UNION Members agree to follow the CITY Travel Policy that is in effect as of 04/04/2018.

As per the CITY Travel Policy, the UNION Member shall complete a Travel Expense Form with supporting documents for reconciliation to Fire Administration for submission to Municipal Services within ten (10) CITY working days of travel completion. After the ten (10) CITY Day submission timeframe, the CITY agrees to reimburse UNION Members within fifteen (15) CITY days for travel, training, ambulance transport, wildland deployment, or paramedic tuition.

Section 9.

All CITY Fire Department Employees shall follow all injury reporting requirements and conditions in accordance with the CITY Personnel Policy Occupational Injury Section XXII.

The CITY Fire Department may require the City Fire Department Employee, who have been diagnosed with a work-related illness or injury to report to work in a Light-Duty capacity. This requires a signed Medical Release Form from a licensed medical provider listing any work restrictions.

The CITY Fire Department defines Light-Duty as a place whereas a CITY Fire Department Employee is allowed to work within the limits of their Medical Release Form restrictions. Light- Duty is temporary and must meet the needs of the CITY Fire Department. All CITY Fire Department Employees are to maintain their professional certifications within the limits of their restrictions whenever possible.

The CITY Fire Department Employee who is injured while On-Duty and no work restrictions are noted on Medical Release Form, shall report back to the immediate Supervisor, and return to their previously assigned position. If work restrictions are listed on the Medical Release Form, the Employee shall report back to the immediate Supervisor and then to the Battalion Chief to work as their AID. The Employee will continue to work as a Battalion Chief Aid for the duration of their multiple shift assignments or until the first business day of the week is reached. Then, the Employee will report to Admin Deputy Chief at 0800 to be assigned a Light-Duty Supervisor. After a discussion, the Employee's work schedule will be assigned by a Light-Duty Supervisor of either four (10-hour days) or if necessary five (8-hour days) but not to include any overtime assignments. Short term Light-Duty not to exceed 112 hours and long term converted Light-Duty not to exceed 80 hours per pay period. The CITY Fire Department will allow follow-up medical appointments with no charge to Sick Leave accrual.

The CITY Fire Department Employee who is injured while Off-Duty and has work restrictions listed on the Medical Release Form may request Light-Duty. If desired, the Employee will submit a written request and the Medical Release Form to Admin Deputy Chief for the possible assignment to Light-Duty. Off-

Duty Light-Duty is not guaranteed and is managed on a case-by- case basis as restrictions and availability permit. The CITY Fire Department Employee shall use Sick Leave for any follow-up medical appointments while on Off-Duty Light-Duty.

Section 10.

The CITY will provide TVs and barbeques at each station for use by UNION members. CITY will gain ownership of existing TVs and barbeques. The CITY will pay for the use of propane in the barbeques and refill of cylinders. CITY will replace or repair TVs and barbeques as needed. Beginning October 2021, the CITY will provide TV services to each station that will be similar to current services. (2021 Direct TV business Xtra package or equivalent from another vendor)

ARTICLE XV- MISSION STATEMENT

The Idaho Falls Fire Department is committed to providing Professional Life Saving Services ensuring the safety and security of our community.

ARTICLE XVI - CORRESPONDENCE

Section 1. Respond in Ten (10) Days

The parties hereto shall acknowledge any correspondence in writing within ten (10) days, exclusive of weekends and holidays, from date such correspondence is received.

Section 2. Waiver in Case of Emergency

In cases of circumstances beyond the control of CITY, such as an act of God, riot, civil disorder, and other similar acts, the following conditions of this Agreement shall be automatically suspended by the appropriate public official without recourse from UNION.

1. Time limits for management replies on grievances and correspondence.
2. Assignment of employees to work without regard to their employment classification and such assignment shall not be subject to the grievance procedure upon termination of the emergency.

ARTICLE XVII- GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article XVII is to provide for a mutually acceptable method for the prompt consideration and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement.

Section 2. Informal Step

Every employee shall have the option of presenting alleged grievances to UNION in writing. UNION will counsel the employee regarding whether UNION should use the formal Grievance Procedure in Section 3 of this Agreement. UNION may follow the formal Grievance Procedure in Section 3 of this Agreement.

Any grievance not taken up by UNION within twenty (20) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose, shall not be formally presented nor considered at a later date by UNION.

Section 3. Formal Grievance Procedure

- Step 1. UNION spokesperson shall present a formal grievance in writing to the employee's immediate supervisor, who should hold the rank of not less than a Battalion Chief or Division Chief, with a copy to the Fire Chief, not later than thirty (30) calendar days after knowledge of occurrence of the circumstance out of which the grievance arose.
- Step 2. The supervisor receiving the formal grievance shall render a decision in writing within seven (7) calendar days after receipt of the grievance.
- Step 3. Failing to reach a satisfactory understanding or adjustment at Step 2, the grievance will be presented in writing to the Fire Chief.
- Step 4. The Fire Chief shall render a final decision regarding the grievance in writing to the employee and to UNION within ten (10) calendar days after receipt of the formal grievance.
- Step 5. If the grievance is still unsettled, any party to the grievance may, within ten (10) calendar days following the decision of the Fire Chief, have the right to have the matter arbitrated by a third party jointly agreed upon by CITY and UNION. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to submit the names of five (5) arbitrators.

CITY and UNION shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one (1) individual remains. The remaining person shall be the arbitrator. The designated arbitrator shall hear both parties over the disputed matter and shall render a decision within thirty (30) days which shall be final and binding. The arbitrator shall have no right to amend, modify, nullify, ignore, or add provisions to this Agreement, but shall be limited to consideration of the particular choice(s) presented. The arbitrator shall not have the right to make any punitive awards. Expenses for the arbitrator shall be borne jointly by the parties concerned; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 4.

All decisions rendered under this grievance procedure shall be fair and just and free of arbitrary or capricious action.

Section 5.

It is expressly understood and agreed that the mere circumstance that any member of UNION shall exercise any authority or function under the provisions of Article XVII - Grievance Procedure, shall not be the sole determining factor in deciding the issue or question whether or not such UNION Member is exercising management power which could cause the UNION Member to be excluded from the Union.

ARTICLE XVIII - PREVAILING RIGHTS

Section 1. Rights Retained Unaffected

All rights, privileges, and obligations enjoyed by the personnel of the Fire Department at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner by this Agreement. Such rights, privileges, and obligations, however, may be altered or canceled by the Fire Chief, after mutual consent of UNION and the Fire Chief.

It is agreed and understood that this article is subject to the Management Rights Clause.

ARTICLE XIX - NO STRIKE CLAUSE

UNION agrees that during the term of this Contract there shall be no strikes, slowdowns, stoppage of work, or any interference with the efficient management of the Fire Department.

ARTICLE XX – VACATIONS

Section 1.

Vacations shall be granted and guaranteed as follows:

56 - Hour work week employee

0-4 years	7 shifts	168 hours	6.46 hrs per pay period
5-9 years	9 shifts	216 hours	8.31 hrs per pay period
10-14 years	11 shifts	264 hours	10.15 hrs per pay period
15-19 years	12 shifts	288 hours	11.08 hrs per pay period
20 or more	13 shifts	312 hours	12.00 hrs per pay period

40 - Hour work week employee

0-4 years	17.5 working days	140 hours	5.38 hrs per pay period
5-9 years	20 working days	160 hours	6.15 hrs per pay period
10-14 years	22.5 working days	180 hours	6.92 hrs per pay period
15-19 years	27.5 working days	220 hours	8.46 hrs per pay period
20 or more	30 working days	240 hours	9.23 hrs per pay period

Vacation Slot

Any additional shift personnel added beyond the number of 38 personnel per shift will require one vacation spot for every nine (9) personnel per shift (i.e., 9 = 1, 18 = 2, 27 = 3, etc.).

Vacation Carry Over

Firefighter vacation carry at two (2) years of the maximum amount for shift employees (624 hours), for 40-hour work week employees (480 hours).

Retirement/Separation Payout

Retirement payout for shift personnel shall be up to 624 hours and for 40-hour employees shall be up to 480 hours.

Pay in Lieu of Vacation in Event of Separation.

An employee who retires or separates from the City voluntarily and who is eligible for vacation benefits shall elect to receive their balance by deposit into their PERSI Choice account, City-offered deferred compensation programs (401K or 457), or be converted to cash. Vacation benefits will be up to and not exceed 26 shifts (624 hours) for shift personnel or 60 days (480 hours) for 40-hour work week employees.

An employee who separates from the City involuntarily or is terminated and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 13 shifts (312 hours) for shift personnel or 30 days (240 hours) for 40-hour work week employees.

Section 2.

Vacations shall be granted at any time during the calendar year. Selection for the vacation period shall be based on seniority with the firefighter with the highest seniority having first choice, continuing in this order down to the last employee with the least seniority.

Section 3.

To facilitate the orderly selection and taking of scheduled vacation time, the following policy shall be followed:

1. Battalion Chiefs will begin first round of vacation picks no later than December 1st and will complete the 3 rounds of vacation picks no later than December 31st. The employee will have 48 hours after verbal notification from the BC for vacation selection. If the BC is unable to get a hold of employee that is off duty, the BC will leave a voice message or text informing the employee of their turn of vacation selection. Comp-time hours may not be scheduled during first, second and third round vacation selection at the first of the year. Vacation selection by Battalion Chiefs will not affect vacation selection of other personnel.
2. First, second, and third round vacation selections will be chosen according to seniority on each platoon. Requests for first, second, and third vacation, received more than forty-eight (48) hours prior to the shift, may be scheduled.

3. Five (5) firefighters may schedule advance vacation at the same time on any one (1) battalion, subject to the provisions of Item Nos. 2, 4, and 5 of Section 3 of this Article.
4. A fourth vacation position may be scheduled within thirty (30) days of a shift requested, but determination to allow such vacation will not be made until 5 p.m. the evening prior to the shift involved. This determination will be made only if the on-duty personnel scheduled for that forty-eight (48) hour set will remain at minimum staffing levels or above and will not interfere with Fire Department activities.
5. Any vacation request received less than forty-eight (48) hours prior to the beginning of the shift involved may be denied by the officer in charge if the available personnel for that shift is already at minimum staffing or less.
6. A minimum charge for vacation will be one (1) hour and additional leave will be charged in multiples of one (1) hour. Any portion of an hour will be charged as a full hour.
7. Cancelling scheduled vacation is discouraged. It will be permitted, however, if it is canceled one-hundred-twenty (120) hours before it is scheduled to begin. Cancellation of any scheduled vacation should be announced to the platoon involved at the first opportunity so that others may have a chance to use it. Vacations may be canceled at any time for any reason if there is one (1) or more vacation positions available for that shift.
8. All requests for scheduling or canceling vacations shall be called in to the Battalion Chief on duty or designee and the time will be logged. Approval or denial shall be made by the Battalion Chief on duty or designee.
9. Each round of vacation picks will be chosen in consecutive order, including Kelly Day, if applicable. For example: February 2, February 3, Kelly Day February 8, February 9, February 14, February 15 would be a pick using five (5) vacation shifts but having six (6) shifts off including the Kelly Day. Each round would enable a new consecutive pick. If a member uses just twenty-four (24) hours one (1) shift as a round pick, that round is complete.

ARTICLE XXI - VACANCIES AND PROMOTIONS

The staffing requirements of the Fire Department shall be established by the Chief of the Department as an administrative procedure. Minimum staffing for all "In Service" Engines will be three (3) personnel. Minimum staffing for all "In Service" Advanced Life Support (ALS) Ambulances will be one (1) Paramedic and one (1) EMT. Minimum Staffing for all "In Service" Basic Life Support (BLS) Ambulances will be two (2) EMTs. The Chief of the Department or their designee shall establish when units are needed to be "In Service." Vacancies occurring in the permanent promotional ranks shall be filled within thirty (30) days after an appropriate promotional exam is given and eligibility list is established.

A representative from UNION offers input, in the form of communicating positive and negative criteria of a firefighter candidate to the Fire Department's hiring committee, when hiring new Fire Department employees who are or will be covered by this Collective Bargaining Agreement. UNION representative

observing in the Entry Level interview and provide a written positive and negative criteria to the Chief prior to the selection process.

ARTICLE XXII - COMMITTEES

Health and Safety Committee

Section 1.

A Health and Safety Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative of each position, including Training Officer and Fire Prevention Division. The member of management and the representative holding the rank of Captain will act as the committee co-chairs and conduct the meetings. The UNION representative will be selected by UNION, but other Committee Members shall be recommended by UNION and approved by the Fire Chief.

The Health and Safety Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Health and Safety Committee shall be to conduct research, develop recommendation, and study and review matters pertaining to occupational safety and health within the Fire Department.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the member of management on the Committee. Written minutes of each meeting shall be retained and shall be made available to all members.

Training and Technologies Committee

Section 1.

A Training and Technologies Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The Committee shall include a representative of the Fire Department Management, a UNION representative, and one (1) representative from each position, including Training Officer and Fire Prevention Division. The member of the management and the representative holding the rank of Captain will be the Training Committee co-chairs and conduct the meetings. The UNION representative will be selected by the UNION, but other Committee Members shall be recommended by the UNION and approved by the Fire Chief.

The Training and Technology Committee has the authority to enlist the help of other persons when needed.

Section 2.

The purpose of the Training and Technology Committee shall be to conduct research, develop recommendations, and study and review matters pertaining to training, new equipment, and new technology within the Fire Division.

Section 3.

Meetings shall be held at least once every three (3) months. Meetings shall be scheduled by the Secretary of the Committee and coordinated with the representative of the Fire Department Management. Written minutes of each meeting shall be prepared and made available to all members.

ARTICLE XXIII- RETIREMENT CONTRIBUTIONS FOR PERSI FIREFIGHTERS

For purposes of this Article XXIII, the following terms shall have the meanings as ascribed below:

FIREFIGHTER: Any firefighter employed by CITY as of July 17, 2012, and also all future firefighters employed by CITY, provided that (1) Such employees are/were now members of PERSI as of July 17, 2012, or were members of PERSI as of such date, and (2) Are now or will be represented by UNION for collective bargaining purposes.

IAFF: The International Association of Firefighters Local 1565.

PERSI: The Public Employee Retirement System of Idaho.

Social Security and Medicare Refund

On behalf of all firefighters impacted by the Firefighter Referendum and related Section 218 Agreement, CITY is hereby authorized to and will forthwith file for refunds of all past employee and employer FICA and Medicare contributions made by or for the benefit of each of such firefighters. Upon receipt of said refunds, CITY will make a one-time contribution equivalent to the employer portion of the refund into individual PERSI Choice 401(k) Plan accounts established by each firefighter. If approved by PERSI, this one-time contribution will be treated as an Employer Contribution in the Plan, and will be limited to the amount of the employer contribution refund for each firefighter less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. The employee's portion of the refund plus any IRS accrued interest received by CITY shall be distributed by check payment to each employee.

Future Retirement Contributions

Commencing with the August 3, 2012, payroll and continuing with each regular paycheck thereafter, CITY shall, in lieu of paying Social Security and Medicare contributions where applicable, on behalf of each firefighter employee, pay into each PERSI Choice 401(k) Plan account established by such firefighters, an amount equal to the matching employee and employer contributions that would have otherwise been paid for each firefighter pursuant to U.S.C Title 26, Chapter 21 - the Federal Insurance Contributions Act, less any charges, expenses, or retirement withholdings imposed upon CITY by the United States Government and/or PERSI. To be eligible for employer contributions, each firefighter

must file a PERSI Choice 401(k) Deferral Election form with the Department of Human Resources that authorizes CITY to withhold employee contributions rounded up to a whole percentage of earnings and remit such contributions to each PERSI Choice 401(k) account. Future PERSI Choice employer contributions rounded up to a whole percentage that is nearest to the FICA defined employer contribution rate are contingent upon continued authorization from each firefighter to match FICA defined employee contribution rates rounded up to a whole percentage of earnings. Firefighters must file modified 401(k) Deferral Election forms with the Department of Human Resources as contribution rates change. The parties intend that these matching contributions be treated as Employer Contributions to each individual firefighter's PERSI Choice 401(k) Account and will be governed by the rules, regulations, and laws applicable to PERSI.

CITY makes no warranty or representation that such retirement contributions are exempt from Federal, State, or PERSI withholdings or income taxation required by law. In the event any court or administrative agency of competent jurisdiction determines that such tax or withholdings are required by law, then CITY may, and is hereby authorized to make such withholdings as required by law, with respect to compensation paid to each firefighter after the date of such determination.

This Agreement shall remain in effect for the life of any collective bargaining agreement between the parties unless mutually agreed otherwise by both parties or until the adoption of a subsequent Section 218 Agreement which has the effect of modifying coverage for firefighters under the Social Security Act and related Federal Insurance Contribution Act.

ARTICLE XXIV- DEPLOYMENT OPERATIONS, COMPENSATION, AND MILITARY LEAVE

1. CITY will pay any CITY Fire Department employee who leaves the CITY under deployment on behalf of a requesting agency as part of but not limited to: Wildland Firefighting, Structure Protection, Search and Rescue, Emergency Medical Services, Water Rescue, and/or Hazardous Materials Responses.
 - A. The CITY Fire Department employee will be paid "straight time" for their normally scheduled respective shifts. For days not regularly scheduled, CITY Fire Department employee will be paid at a minimum of sixteen (16) hours at overtime rate except for deployment travel days. Deployment travel days will be paid at an hour for hour at overtime rate. The rate will be at two (2) times the base hourly rate for each hour worked up to the 16 (sixteen) hour minimum.
 - B. The CITY Fire Department Employee will not be allowed to accrue Comp-Time as a means of compensation during deployment.
 - C. The CITY Fire Department employee will be paid by CITY and will retain all benefits and insurance during deployment.
 - D. CITY shall be reimbursed, through separate contract by requesting agency.
 - E. This agreement for reimbursement shall apply even where the CITY Fire Department employee is deployed as part of an apparatus crew or as a single resource.

- F. The CITY Fire Department employee shall assist CITY by providing CITY with all required documentation, statements and/or other evidence related to deployment in support of CITY's attempt to receive reimbursement by the requesting agency.

Military Leave

CITY firefighters who serve in the National Guard and other Military Reserves shall adhere to the policies contained in the CITY Personnel Policy. CITY will seek input from UNION if it determines that any changes will be made to the Military Leave Policy.

ARTICLE XXV- COMPENSATION

Section 1.

Provide compensation for paramedics as follows: The next closest pay period following:

- A. Receipt of Certification and assigned to work independently as a paramedic after successful education period / Base Rate + fifteen (15%) percent.

Section 2. Voluntary Decertification

Any paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse, within eight (8) years after assignment as a paramedic will lose all paramedic certification pay immediately upon decertification. Any paramedic who voluntarily decertifies or allows their certification to lapse eight (8) years or more years after such assignment, will have their paramedic certification pay reduced in the following manner:

1. If a paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
2. If a paramedic allows their certification to lapse at the end of the normal certification period, then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay.

Despite the foregoing, paramedics will continue to be eligible for regular step increases in accordance with Appendix A of the contract.

Section 3. Involuntary Decertification

Any paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following his or her decertification.

Section 4. Captain/Driver Paramedics

Paramedics promoted to the rank of captain or driver will be placed in the appropriate pay grade and step level rate of pay which most closely corresponds to but is higher than the step level of pay (less paramedic certification pay) prior to promotion. In addition, if the employee, upon promotion, continues to maintain their paramedic certification the employee will receive paramedic compensation in amount not to exceed eight (8%) percent of their pay grade and step level. However, if the employee's hourly rate of pay following promotion (including paramedic certification pay) is not greater than their hourly rate of pay prior to promotion (including paramedic certification pay), the employee will be moved to the next appropriate step plus paramedic certification pay not to exceed eight (8%) percent of the pay grade and step level. The effective date of the promotion becomes the new title classification anniversary date.

Any captain or driver paramedic who voluntarily surrenders paramedic certification with the State of Idaho, or who allows certification to lapse will have their paramedic certification pay reduced in the following manner:

- 1) If a captain or driver paramedic surrenders certification prior to the expiration of their normal certification period, then all paramedic certification pay will be immediately discontinued at the commencement of the first full pay period following the loss of certification, or
- 2) If a captain or driver paramedic allows their certification to lapse at the end of the normal certification period then paramedic certification pay will be reduced upon the commencement of the first full pay period in which CITY grants a general pay increase to firefighters covered under this Agreement, and in an amount equal to the same percentage pay increase given to firefighters that year and each year thereafter, until such time as the firefighter no longer receives paramedic certification pay,
- 3) Any captain or driver paramedic whose certification has been involuntarily revoked by the State of Idaho will lose all paramedic certification pay upon the commencement of the first pay period following decertification.

Captain Driver/Paramedics will still be eligible for regular step increases in accordance with Appendix A of this Agreement.

Section 5. Probationary Firefighters

Firefighters who start their employment with the Idaho Falls Fire Department and hold a current paramedic certification applicable to the State of Idaho will first be evaluated by the Fire Department prior to receiving paramedic pay.

Section 6. Non Discrimination

Paramedic certification shall not prohibit equal and fair consideration for promotions or overtime related to job duties, continuing education and attendance at mandatory classes.

ARTICLE XXVI-OUT OF CLASSIFICATION WORK

Fire Personnel working out of classification will receive compensation commensurate with the position being filled, as if the promotion had been made. Move up compensation will be paid only when working out of classification eight (8) hours or more per shift. Two (2) people working out of classification per rank per shift will be allowed. Any additional need will be met by standard call back procedure. If a staffing shortage requires overtime, personnel hired shall be of the rank or position which eliminates the need for personnel working out of classification. Inspectors working out of classification, performing duties normally assigned to the Fire Marshal, will receive compensation commensurate with the Fire Marshal position. No time minimum will be mandatory.

ARTICLE XXVII- RULES GOVERNING COMPETITIVE EXAMINATIONS, QUALIFICATIONS, APPOINTMENTS, PROMOTIONS, DEMOTIONS AND DISCHARGE OF EMPLOYEES

The following rules and regulations governing competitive examinations, qualifications, appointments, promotions, demotions, and discharge of all employees under the fire department and any other positions not specifically listed in City Ordinance or Rule.

1. The CITY shall have sole charge of the selection of personnel for the eligibility list from which original appointments, grade and rank, promotions shall be made to all sworn positions in the Fire Department except for the Chiefs of said departments and any other positions appointed and not competed for within these rules.
2. The eligibility list for the fire department shall be kept in the custody of Human Resources.

GENERAL PROVISIONS

1. No appointment shall be made except under the laws of Idaho, the Ordinances of the City of Idaho Falls, and this contract with the UNION.
2. No person shall be eligible for appointment in the Fire Department who is not eligible to work in the United States, or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
3. No person shall be eligible for appointment in the Fire Department who has not passed their 18th birthday or who is not eligible to obtain the required certifications and licenses as determined by the Chief to perform the essential functions in the fire department.
4. All members of the Fire Department are required to give their undivided attention to their designated work and are prohibited from engaging in any other business that will interfere or conflict with their duties while members of these departments.
5. No member of the fire department will be permitted to accept gratuities or rewards of any kind.
6. Fire personnel are expected to observe the same laws that they are sworn to enforce, and no extra privileges or immunities are granted to either.

7. Violation of any of these general provisions, any City Ordinance, or department rules by any member of the fire department under these rules shall be considered cause for disciplinary action, including termination.

APPLICATIONS

1. All applicants for the positions within the fire department must be able to speak, read and write the English language, and must have a high school diploma or G.E.D. Certificate or its equivalent. In cases where special technical, professional, or scientific knowledge and experience are required, the CITY may demand certificates or competence or other proof of training and ability. All applications for examination for positions in the fire department shall be presented to the CITY on a prescribed form, giving such evidence, in the form of their knowledge, skills, abilities and other required qualifications.
2. "Job Interest Forms" will be filed with the Department of Human Resources in a manner to be determined by that office. At such time that a beginning examination is to be given, all persons having submitted an "Interest Form" will be notified of application procedures and testing dates.
3. An application that has been accepted by the Department of Human Resources shall not be returned to the applicant for any reason.
4. An incomplete or defective application shall not be accepted and shall disqualify the applicant for consideration.
5. Proof at any time produced to the CITY of behavior that would negatively impact an ability to perform the essential functions of the job by an applicant or person on the eligible list or of any false statements made by him or her in the application or in the examination or of any criminal act committed by the applicant or of dismissal for cause from public service may be deemed cause to exclude an applicant from examination and/or removal from the eligible list.
6. The CITY may secure and consider any other information as it may deem desirable for the purpose of determining whether any applicant is eligible under these rules and regulations, the Ordinances of Idaho Falls and the laws of Idaho to occupy the position applied for.

MEDICAL PHYSICAL STANDARDS

1. Applicants for original appointment in the fire departments must meet all bona fide medical and physical requirements of the appointing department, as a condition for his or her appointment with the CITY.
2. All offers of employment by the appointing officer shall be made conditional upon the issuance of a certificate by a qualified medical examiner, certifying that the appointee meets all bona fide medical and physical requirements of the appointing department. All medical examinations shall be made by a medical examiner designated by the City or experts working on behalf of the City. The results of each medical examination and each certificate shall be filed with the Department of Human Resources in compliance with HIPAA and other relevant regulations.

EXAMINATIONS

1. Examinations shall be practical in their character and shall be designed to test fairly the intelligence, competency, suitability, and character of the applicants to discharge the duties of the service for which they seek to be appointed.
2. Merit and fitness for appointment and promotions shall be determined by and upon competitive examinations. The passing grade for beginners shall be seventy percent (70%).
3. The CITY shall list preliminary requirements for examinations.
4. Actual conduct of every examination shall be under the direction of the City or experts acting on authority of the City. The City shall in the examinations give such relative importance to the different subjects or matters of examination, whether written or physical or to experience, occupation or training as it deems fit. At or before the commencement of every examination the weight to be given every section included in the examination shall be determined. The time to be allowed for each examination also will be announced.
5. Oral examinations or special practical tests of fitness for the particular positions in the fire department may be ordered by the CITY.
6. Entry level examinations for the fire department shall be given as the service may require. The CITY will notify entry level applicants, whose applications have been filed to appear for any examination by giving the applicant at least ten (10) days' notice. Entry level examination notices shall also be posted to the Department of Human Resources web page and published once in a newspaper of general circulation at least (10) days prior to the date of the examination .
7. Applicants for appointment are subject to written and oral examinations. Applicants with eligible written exam scores will be notified and advised to participate in a non-discriminatory assessment. In addition to physical agility assessments, eligible applicants will appear for oral interviews or other exams.
8. Physical examinations may be made by a physician or health care provider designated by the CITY only after a conditional offer of employment has been made to the applicant. Such examination shall demonstrate the applicant is of sound health and physically able to perform the essential functions of the position to which he or she seeks appointment.
9. Instructions and rules governing examinations will be explained to candidates prior to the start of test by the chief examiner or test proctor. Candidates who fail to follow examination rules and instructions given at the time of the exam will not be allowed to complete the testing process. In addition to any verbal instructions given at the time of the exam, the following rules will govern all examinations.
 - a. Applicants will carefully read any printed rules distributed at the time of the exam and/or listen closely to any verbal instructions. Applicants will be bound by any written and verbal rules or instructions given prior to the date of the exam or immediately preceding the commencement of the exam.

- b. Applicants will examine the question and answer sheets when received and verify that they are in proper order; applicants will be held responsible for all errors and omissions therein.
 - c. Prior to leaving his or her desk, all applicants shall turn in any examination papers to the exam administrator, and the applicant shall forfeit the right to modify or complete any portion of the examination after submission unless the applicant can demonstrate a bona fide medical or other emergency involving extreme risk to life or limb. Reasonable accommodation shall be made for any disability, provided such disability is made known to the examiner prior to the commencement of the examination.
 - d. All answers must be written on paper furnished for that purpose by the examiner or by other means as instructed by the examiner.
 - e. No pencil work will be allowed on the examination books unless instructed to do so. Pencil and scratch paper may be used if supplied by the examiner; used scratch paper must be turned in with the examination paper.
 - f. No help will be allowed except such as appears on the question sheets or in the instructions given to applicants.
 - g. Any applicant who may be detected cheating by consulting any printed or written matter during the examination will be dismissed from the room and receive a failing score. All conversation between competitors during any examination is strictly prohibited. Any applicant speaking to a competitor on any pretense or answering if spoken to will be dismissed from the room and receive a failing score.
 - h. It is absolutely forbidden to copy or attempt to read the sheet of another or to make any sign or in any manner seek to impart or receive any information during an examination, under penalty of dismissal from the room and receipt of a failing score.
 - i. All necessary explanations will be made, when practicable, to the whole number of competitors.
 - j. All examination papers must be handed in together with the answers when the examination is completed and must not be taken from the room.
 - k. Smoking shall not be permitted during the examination.
10. The CITY may after delivery of notice to the applicants in the manner set forth in paragraph 6 of this Rule, require an oral examination by subject matter experts of eligible applicants who successfully pass the written examination. The score of the oral examination will be determined by the chief examiner or CITY based upon the statements made by the applicants regarding their knowledge, skills and abilities for the position or other job related questions that may be given to the applicants. The opinion of the former employers associates and others may be sought and their statements investigated.

11. Participants in the physical agility exam and oral exam will be limited to the number of candidates agreed upon by the Chief of the department. The number of candidates may be limited to thirty (30) candidates based on the rank of the written examination scores, absent exigent circumstances.
12. The general average will be determined upon the score obtained in the written, oral examinations, and physical agility examinations. As described in paragraph 4 of this Rule, the actual weight to be assigned to each examination will be determined by the City.

ELIGIBILITY LIST

1. The CITY shall keep records of all applicants who are placed on the eligible list, which records shall show the results of the examination of each applicant and show such other data as shall indicate the relative qualifications of all applicants upon such list. All persons who have been on the eligible list for one (1) year without appointment or promotion in grade, who shall refuse a tendered appointment, or who have requested removal from such list shall be removed from the eligible list and can only be returned thereto after reapplication and re-examination. An applicant may sit for one or more written examinations; however, the applicants' eligibility for appointment shall be determined by reference to the most recent score.
2. The names of all eligible candidates shall be placed on the eligible list in the order of their standing in the examination. The CITY reserves the right to announce additional testing dates if needed to generate a viable list of eligible candidates for consideration. Against each name shall be noted the date of the examination, the date on which the name was entered on the list and the average rating.
3. When two (2) or more entry level eligible candidates have received the same average rating, they shall hold the same ranking on the eligible list.
4. The entry level eligible list shall show the persons eligible for positions in each classification.
5. Applicants may be enrolled on the eligible list for more than one position.
6. Applicants, whose names are placed on the eligible list, shall notify the CITY of any change of address while their names remain on such list.
7. Applicants whose names are on the eligible list may accept temporary appointment under another classification without losing their position upon the eligible list.
8. Where an examination for any grade is held before the eligible list for that grade is exhausted, a new list shall be prepared after such examination. The persons upon the former eligible list who have not been examined for the new eligible list shall respectively be placed upon the new eligible list in the position to which the percentage of their aggregate marking upon their former examinations would entitle them if such marking had instead been given them upon the new examination and shall continue thereon until the end of their term of eligibility. The CITY shall have the discretion whenever in its judgment the interest of the public service requires, to order a reexamination of applicants for any position and shall have power to correct any error and amend

or revoke any schedule, list or other paper or record where it appears that any error or injustice has been done; or where any person whose name appears on an eligible list has for any reason become ineligible or no longer possesses the necessary qualifications for appointment to the public service, to strike such name from such list.

CERTIFICATION AND APPOINTMENTS

1. Whenever a position or place of employment or vacancy in the fire department is to be filled, the appointing authority shall request and the Department of Human Resources shall certify to the appointing authority as soon as possible after such request, from the eligible list the names and records of three times the number of persons necessary to fill such position based on their ranked scores. If two or more candidates have identical rankings, then all candidates ranked within the top three scores will be certified to the appointing authority. In all cases the names of those having the highest standing on the eligible list shall be certified to the appointing authority, provided, however, that if an insufficient number of names appear on said eligible list at such time, the Department of Human Resources shall certify all names thereon. The appointing authority shall make appointments only from the lists so certified and preference shall be given, from among those certified, to persons who are then employed in the class or grade next below the position filled, if applicable.
2. The requisition shall state the title, character and duties of the position, the compensation to be paid and whether the position is permanent or temporary.
3. Upon receipt of the requisition the Department of Human Resources shall certify to the appointing officer names of candidates having the three highest ratings on the eligible list most nearly appropriate to such position, provided that no name shall be certified more than three (3) times to the same appointing officer for the same or a similar position except at the officer's request. The certificate shall state the relative standing of each person certified and their contact information.
4. The appointing officer shall make selection from the names certified; the appointing officer may request replacement names in the order of ranking on the eligible list if he or she can show evidence that any certified names do not meet the eligibility criteria of the department.
5. Whenever the appointing officer, who shall have made a requisition to fill a certain number of vacancies, shall appoint a number smaller than the vacancies named he shall not make selection from the whole number certified but only from the number of names standing highest upon the list that would have been certified had the requisition stated the number of vacancies which were actually filled.
6. Upon appointment and employment, the appointing officer shall report to the Department of Human Resources the name of such appointee, the title and duties of the position, the date of the commencement of service and the salary thereof and such other information as required.
7. The person selected for appointment or promotion shall be duly notified by the appointing officer and upon accepting and reporting for duty, shall receive from such officer an appointment for a

probationary period of twelve months, provided the applicant meets ability and other requirements determined by the department essential to the position held.

8. Should the work for which a probationer has been certified prove temporary, and he/she is laid off without fault or delinquency on his/her part before his/ her time of probation is completed his/her name shall be restored to its position on the eligible list and the term he/she served shall be credited on his/her probationary period.
9. The name of any person certified as eligible for probationary appointment who shall decline an appointment shall be stricken from the list from which such certification is made, unless such declination be for temporary inability, physical or otherwise, the evidence of which must be acceptable to and approved by the Department of Human Resources.
10. The failure of an eligible to accept employment within five (5) days after an offer of appointment shall be considered a declination.
11. On notification from an appointing authority that a person named in a certification has declined appointment, such certificate shall be completed by the addition of the name of the eligible next in order.
12. If a person who is not entitled to certification is appointed, his/her appointment upon due notification from the Human Resources Department to the appointing authority shall be revoked.
13. Whenever the CITY has been unable to establish an appropriate and adequate eligible list or after such notice as it may deem desirable is of the opinion that an eligible list cannot be created through giving competitive examination, it may permit a permanent appointment to be made by the appointing authority subject to such of these rules and regulations and the person so appointed shall occupy the position to which he was appointed with like effect as if he had otherwise qualified hereunder.
14. All persons appointed to or promoted in the fire department shall be assigned to and perform the duties of the position to which they are appointed or promoted.
15. Applicants who have had two (2) years' comparable experience as a public safety officer in a comparable city may enter the service in the grade of Senior Firefighter, provided they meet requirements of the CITY and standards of the Idaho Falls Fire Department. A comparable city shall be considered a city with a Fire Department with the standards comparable to Idaho Falls Fire Department. The decision of which cities or agencies are comparable with the Idaho Falls Fire Department will be made by the Chief of the Department when hiring applicants with two (2) or more years of experience.
16. Any applicant who, while employed as a Firefighter in good standing, voluntarily terminated his or her employment with the City of Idaho Falls may upon written request to and approval from the appointing Chief and in accordance with the Rules of the CITY and this agreement, be rehired without taking an examination provided:
 - a. The applicant is otherwise qualified for the position; and

- b. The request does not displace another firefighter.

SUBJECTS FOR DISCIPLINARY ACTION OR DISMISSAL

1. All appointments to positions of employment under the fire department shall be upon a probationary basis for a period of twelve (12) consecutive months of full- time employment within the department in the same or higher grade. During said probationary period such employee may be discharged with or without cause, without recourse under these rules. After such period of probation, all employees shall hold an office or place of employment, only during good behavior and continued acceptable performance standards, and any such employee may be removed or discharged, suspended without pay, demoted, reduced in rank, or deprived of special privileges or assessed special duty for the following reasons.
 - a. Incompetency, inefficiency, inattention to or dereliction of duty.
 - b. Dishonesty, insubordination, harassment, or lack of professionalism directed towards patrons and or fellow employees or members of the public occurring in the course of duty; or any other willful failure on the part of the employee to properly conduct him/herself, or any willful violation of the provisions of this act or the rules and regulations to be adopted hereunder.
 - c. An inability to perform the essential functions of the job with or without accommodation or loss of any other bona fide occupational qualification required for such place of employment.
 - d. Drunkenness or use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such extent that the use thereof interferes with the performance or mental or physical fitness of the employee or of the work of such employee or which precludes the employee from properly performing the essential functions and duties of such position.
 - e. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
 - f. Any other act of failure to act which in the judgment of the appointing authority is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.
 - g. Violations of any of the rules and regulations formulated by the Chief of the department or rules promulgated by the City of Idaho Falls, that relate to conduct required of all city personnel.
2. Progressive Discipline
 - a. Purpose - The purpose of this rule is to provide a uniform standard for disciplinary actions to be used by company and chief officers.
 - b. Scope - This policy applies to all members of the Idaho Falls Fire Department.

- c. Responsibilities - It is the responsibility of supervising officers in the Idaho Falls Fire Department to help their subordinates to be successful in their duties through coaching, mentoring, and disciplining when necessary. If an issue is raised to the level of time off without pay or above, the Chief of Department and HR should be notified. It is important that the supervising officer document each step appropriately. If a Work Improvement Plan is issued to a subordinate, the officer should consider issuing a Removal From Work Improvement Plan when and if appropriate.
- d. Procedures - Progressive discipline is a process for addressing employee poor performance or inappropriate behaviors so that the severity of the discipline increases with the continuance of the performance or behavioral issue. It provides an opportunity for motivated employees to immediately correct an issue before it becomes too severe, and provides CITY with performance related documentation. It is generally recommended that the progressive discipline process include:
 - i. Step 1 - Informal verbal coaching and counseling
 - ii. Step 2 - Formal verbal reprimand
 - iii. Step 3 - Formal written reprimand (the Chief of Department's office must be notified after this step by the company officer giving the reprimand)
 - iv. Step 4 - Time off without pay with accompanying Work Improvement Plan
 - v. Step 5 - Demotion (temporary or permanent)
 - vi. Step 6 - Termination

JOB CLASSIFICATIONS OF THE FIRE DEPARTMENT

The following constitutes the classification of jobs in the Idaho Falls Fire Department, as well as the line of promotion, together with the length of service required in each classification before a member shall be permitted to participate in the promotional examination of other positions. Job descriptions that describe the essential functions of each classification will be maintained by the Division of Human Resources.

1. All new firefighters shall serve a probationary period of twelve (12) months. If after six (6) months, proper attitude and aptitude for the work is shown, the Firefighter will then advance to Firefighter 2nd Class. After six (6) months in the position of Firefighter 2nd Class the Firefighter will have served the probation period and will advance to the rank of Firefighter 1st Class. After one (1) year in the rank of Firefighter 1st Class, the Firefighter automatically advances to the rank of Senior Firefighter. A person qualifying for appointment as a Senior Firefighter as described in these rules must still satisfactorily complete a twelve (12) month probationary period.
2. A Firefighter must have served two (2) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Driver-Pump Operator.
3. To aid in the consistent and efficient operation of the Idaho Falls Fire Department a task book system shall be maintained to identify core performance standards of the various positions in the

Idaho Falls Fire Department. The Task Book system has been developed with input from the Union. Members who desire to move-up to Driver/Operator, Captain Firefighter, and Battalion Chief must first complete their respective Position Task Book. Task books must be completed for the desired position prior to sitting for a promotional exam.

4. A Firefighter must have served two (2) years as a Driver or four (4) years as a Senior Firefighter to be eligible to take the competitive examination for the position of Captain.
5. The position of Inspector, Training Officer, and Logistics Officer is open by administrative appointment without examination to any member of the Fire Department holding the rank of Senior Firefighter or higher. If no member of the Department holding such rank desires appointment as an Inspector, then the position may be filled by administrative appointment without examination by any of the following persons:
 - a. Any member of the Fire Department, or
 - b. Any person who has held the rank of Senior Firefighter or higher or any other rank equivalent thereto, within the past four (4) years at any other fire department, fire district, or governmental agency.
6. The position of Fire Marshal, Division Chief, Battalion Chief and Deputy Chief is recognized as an executive administrative position and is not in the UNION or represented by the UNION. Therefore, persons filling such positions shall be selected by the Fire Chief and confirmed by the Mayor. Any persons so appointed shall retain his or her previous position at the time of appointment. If, for any reason other than misconduct, such person loses his or her appointed position, he or she will immediately assume the previous position held at the time of appointment.

MERIT SYSTEM

1. The Chief of the fire department shall maintain a uniform system of evaluating employees' performance. These evaluations will have an impact on promotions of employees during promotional examination processes.
2. The UNION must be advised of the merit system used, and an outline of it made available to the UNION upon request.

PROMOTIONS

1. Promotions in the fire department shall be upon ascertained job performance and competitive examinations. In order to be eligible to take a promotional exam, a candidate must meet the job requirements for the Position being tested for. All candidates for the promotional position must meet the job requirements for time in grade for the position during the Testing Cycle. Promotional exams for Driver/Operator and Captain will be offered on an annual basis in the month of May. Candidates will not be eligible for Promotion until the time requirements for the position have been met. A written examination may be given as often as needed as determined by the Chief in order to establish a viable eligible list in the selection process. If an additional exam is given beyond the annual exam in May, a ninety (90) day notice will be given. A minimum written test score appropriate for each examination will be determined and announced at least ten

(10) days prior to the examination date. Notice of the availability of openings for promotions shall be posted on the Department of Human Resources web page at least ten (10) days prior to the date upon which the written examination shall be conducted. The Chief of the department shall have the authority to assign any employee of the department to the different classes within the department, and he/she may change any such assignment whenever, in the opinion, the good of the service shall so require.

2. Grades for promotional placement will be based upon written examinations, an assessment process as designed by the Chief of the Department, and staff evaluations. The weight to be given the grades in each area will be determined by the Chief of the department and announced at least ten (10) days prior to the date upon which the examination is given.
3. Where two (2) or more applicants for promotional certification receive identical grades, their ranking on the eligible list shall be determined by seniority.
4. The total number of persons allowed to participate in the department assessment process shall be determined in advance by the chief of the department. If there are more applicants than the number of positions available for testing in the assessment process, the candidates receiving the highest written exam scores shall be selected for participation in the assessment.
5. All regulations in rules V, VI, and VII of the Rules governing Examinations, Certifications, and Eligibility apply to promotional examinations except where they may be in conflict with the rules of this particular section.

ARTICLE XXVIII- SAVING CLAUSE

If any portion of this Agreement should be declared inoperative or unconstitutional. The remainder of the Agreement shall remain unchanged and in full force and effect.

ARTICLE XXIX- EFFECTIVE DATES AND DURATION OF AGREEMENT

This Agreement, including Appendix “A” and “B”, shall become effective upon the date that CITY's representatives and UNION's representatives both signs this Agreement and shall remain in full force and effect until 12:00 midnight, April 30, 2022, and thereafter, from year to year until terminated. This Agreement may be reopened prior to the end of the contractual period for purposes outlined in Idaho Code 44-1802, upon serving written notice by either party ninety (90) days before the last day on which money can be appropriated by CITY.

This writing evidences the final and complete Agreement between the parties in regard to this subject matter and no other prior statement, representation or understanding shall be binding upon the parties unless expressly set forth herein, including Appendix “A” and “B”.

For: THE CITY OF IDAHO FALLS

**For: LOCAL UNION NO. 1565
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

MAYOR

PRESIDENT

MUNICIPAL SERVICES DIRECTOR

VICE PRESIDENT

HUMAN RESOURCES DIRECTOR

SECRETARY/TREASURER

FIRE CHIEF

EXECUTIVE COMMITTEE

DATED

APPENDIX A- FIRE DEPARTMENT CLASSIFICATION AND PAY GRADE POLICY
EFFECTIVE OCT 1, 2021

A. SALARY SCHEDULE

The attached table, entitled "City of Idaho Falls Fire Department Pay Grades" is the assignment of all positions (less those exempt from the pay grade structure) to the pay grades designated and the corresponding salary payable for the various grades and steps. In the event that the City Council approves any general pay increases for the City's non-union employees before 12:00 midnight, April 30, 2021, the attached table shall be adjusted so that the members of the Union shall receive the same other general pay increase as the City's non-union employees.

B. ADMINISTRATION OF THE PAY PLAN

The following provisions shall govern the administration of the pay plan.

1. Salary on Employment

- a. Placement to any position in any pay grade shall normally be made at the first step for the pay grade. Higher step placement may be effectuated commensurate with the applicant's qualifications as determined by the Department Director and the Municipal Services Director.
- b. A person who was previously employed by the City of Idaho Falls and is rehired shall start in the pay grade and step level as any other new hire, unless the person's qualifications justify higher step level placement as determined by the Department Director and Municipal Services Director.

2. Salary Step Advancement

- a. Advancement to the next step in the salary schedule may be awarded to an employee upon a supervisory evaluation indicating adequate performance, and after completion of the necessary service requirement. Department Directors have the option of holding an employee in a step level should the employee's work performance and attitude so dictate.
- b. Pay adjustments shall be effective on the first pay period following the employee's accumulation of the necessary service requirements.
- c. The Personnel Action form is to be completed sufficiently in advance to secure the required signatures and for Personnel and Payroll to receive the approved Personnel Action form prior to the effective date.

3. Salary on Promotion

An employee who is promoted to a higher classification shall be placed in the appropriate pay grade and at a step level rate of pay, which most closely corresponds to but is higher than the step level rate of pay assigned to the employee prior to promotion. In no event shall the step level rate of pay be equal to or lower than the step level rate of pay prior to promotion. The effective date of promotion becomes the new title classification anniversary date.

4. Salary on Demotion

An employee who is demoted to a lower classification shall be placed in an appropriately lower pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to demotion, as determined by the Department Director and the Municipal Services Director. The effective date of demotion becomes the new title classification anniversary date.

5. Salary on Transfer

An employee transferred from one position to another in a classification to which the same pay grade is applicable shall continue to receive the same step level rate of pay and the effective date of transfer becomes the new title classification anniversary date. An employee transferred to a lower classification shall be placed in the appropriate pay grade and at a step level rate of pay which is equal to or less than the employee's step level rate of pay prior to the transfer, as determined by the Department Director and the Municipal Services Director.

6. Salary on Position Reclassification

An employee whose position is reclassified by the Department Directors from one pay grade to another shall continue to receive the same compensation until he/she reaches the next pay period after the effective date, at which time he/she shall be placed in the approved pay grade and step level.

If the position is classified to a lower classification the employee will remain at their current hourly rate until such time as the grade and step to which they are reclassified exceeds the current hourly rate at which time they will be eligible to receive a pay increase.

7. Job Descriptions

Every regular position of employment by the City of Idaho Falls shall have a job description. As and when new positions of employment are created, or existing classifications are re-evaluated, the Department of Human Resources, with the assistance of, and in collaboration with, the appropriate Department Director shall cause a job description for that position of employment to be prepared. Each job description shall be classified by the Department Directors and incorporated into the comprehensive salary plan.

C. CONTENTS OF THE CLASSIFICATION AND PAY GRADE SCHEDULE

1. The Classification plan shall include:
 - a. An outline of the classification arranged within the appropriate pay grade schedule.
 - b. Position descriptions for positions within the classified program indicating the title and descriptive information concerning duties, responsibilities, and other employment requirements and standards in such form as the Department of Human Resources may prescribe.

PAY GRADE	RANK
10	Senior Firefighter
11	Driver
12	Fire Inspector I
13	Fire Inspector II Captain

D. SPECIALTY PAY

Each employee is to be paid an additional \$25 per month per team on each team for which they qualify, not to exceed three (3) teams.

Each Specialty Team Member shall be required to meet requirements as set forth by Department policy.

Specialty Pay Teams:

- Idaho Collapse Search and Rescue Technician
- Hazardous Material Technician
- S.C.B.A. Technician
- On Shift Fire Investigator
- Swift Water Rescue Technician
- Peer Fitness Evaluator
- ARFF

E. SPANISH SPEAKING EMPLOYEES

Each employee qualifying as fluent in the Spanish Language shall be paid an additional three (3%) percent to their annual base pay not including longevity pay.

F. LONG TERM DISABILITY INSURANCE AND MEDICAL EXPENSE
REIMBURSEMENT PLAN

The CITY shall pay Three Thousand Six Hundred Ninety-Seven Dollars and Fifty-Six Cents (\$3,697.56) a month for a Long-Term Disability Policy to cover UNION members. The Long-Term Disability Policy shall be through DiMartino Associates.

CITY OF IDAHO FALLS FIRE DEPARTMENT
2021-2022
EFFECTIVE DATE: OCTOBER 1, 2021

Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Probationary Firefighter 2,912 hours	12 15.05	*	12 *	12 *	18 *	18 *	24 *	24 *	36 *	36 *	48 *
Firefighter - 2nd Class 2,912 hours	15.49	*	*	*	*	*	*	*	*	*	*
Firefighter - 1st Class 2,912 hours	16.04	*	*	*	*	*	*	*	*	*	*
Senior Firefighter 2,912 hours (Pay Grade 10/30)	17.65	18.42	19.31	20.29	21.17	21.66	22.29	22.77	23.33	23.85	24.26
Driver 2,912 hours (Pay Grade 11/31)	19.31	20.29	21.17	22.29	23.33	23.85	24.44	25.01	25.66	26.20	26.61
Fire Inspector I 2,080 hours (Pay Grade 12/42)	29.62	31.14	32.63	34.18	35.90	36.78	37.59	38.67	39.72	40.70	41.24
Fire Inspector II 2,080 hours (Pay Grade 13/53)	32.46	34.08	35.71	37.57	39.60	40.58	41.51	42.51	43.54	44.63	45.50
Fire Captain 2,912 hours (Pay Grade 13/52)	23.19	24.35	25.51	26.84	28.30	28.99	29.66	30.37	31.10	31.88	32.51
Fire Battalion Chief 2,912 hours (Pay Grade 14/54)	25.20	26.50	27.94	29.28	30.73	31.49	32.23	33.09	33.88	34.61	35.30

APPENDIX B- LONGEVITY PROGRAM SCHEDULE EFFECTIVE OCTOBER 1, 2021

- A. Longevity benefit calculations will no longer be computed on a percentage of the current base salary.
- B. Any staff currently receiving longevity benefits will continue to receive his or her accumulated longevity including any approved COLA adjustment. Longevity accumulation will be at as specified on the attached table titled “City of Idaho Falls Fire Department Longevity” until he or she reaches the maximum annual longevity benefit of \$2845.00
- C. The longevity increments will continue to be based on the individual Firefighter's anniversary date.

CITY OF IDAHO FALLS FIRE DEPARTMENT LONGEVITY
EFFECTIVE DATE: OCTOBER 1, 2021

Year	Total Longevity	2912 Hourly Amount	2080 Hourly Amount
1st Year	Not Eligible	-	-
2nd Year	Not Eligible	-	-
3rd Year	Not Eligible	-	-
4th Year	706.00	0.25	0.35
5th Year	1,011.00	0.36	0.50
6th Year	1,317.00	0.46	0.64
7th Year	1,623.00	0.57	0.79
8th Year	1,928.00	0.67	0.93
9th Year	2,243.00	0.78	1.08
10th Year	2,539.00	0.88	1.23
11th Year	2,845.00	0.98	1.37

APPENDIX C - TRAVEL POLICY AND EXPENSE FORM

ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO, AMENDING SECTIONS 7-10-1 THROUGH 7-10-4 OF THE CITY CODE OF THE CITY OF IDAHO FALLS, TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING EFFECTIVE DATE.

WHEREAS, City wishes to adopt the most current edition of the International Fire Code to ensure application of the most current guidelines therein.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO FALLS, IDAHO THAT:

SECTION 1. Sections 7-10-1 through 7-10-4 of the City Code are hereby amended by the following language:

7-10-1: INTERNATIONAL FIRE CODE ADOPTED

(A) Fire Code Adopted: The International Fire Code, ~~2015-2018~~ Edition, as published by the International Code Council, Inc., including all Appendices, are hereby adopted as an official fire code of the City, save and except such portions as are hereinafter deleted, modified or amended by the provisions of this Chapter.

(B) Code on File: One (1) copy of the International Fire Code, ~~2015-2018~~ Edition, duly certified by the Clerk shall be retained by the City Clerk for use and examination by the public.

(C) Any reference in the City Code to the International Fire Code shall refer to the most recent version of the International Fire Code adopted by the City, as provided for in this Chapter.

7-10-2: DEFINITIONS: Whenever found in the International Code, the following words shall have the meanings ascribed to them herein:

Fire Code Official: The Fire Marshal

Corporate Counsel: The City Attorney for the City of Idaho Falls, Idaho

Jurisdiction: The City of Idaho Falls, Idaho

Life Safety System: Automatic fire extinguishing system, portable fire extinguishers, fire alarm and detection systems, Emergency Responder Radio Amplifier, fire pumps, and related equipment.

Life Safety License: Required license issued by the Fire Code Official intended to ensure that the licensee is qualified to install, modify, service, or maintain any automatic fire extinguishing system, portable fire extinguishers, fire alarm and detection system, Emergency Responder Radio Amplifier, or related equipment.

7-10-3: AMENDMENTS AND ADDITIONS TO THE INTERNATIONAL FIRE CODE:

(A) Subsection of 105.1.1 Permits required shall be adopted as follows:

105.1.1

A property owner or owner's authorized agent who intends to conduct an operation or business, or is currently conducting or operating a business, or install or modify systems and equipment that are regulated by this Code, or to cause any such work to be performed, shall first make application to the Fire Code Official and obtain the required permit. Businesses regulated by this Code shall also register their business with the Clerk.

(B) Subsection of 105.1.2 Types of permits shall be adopted as follows:

Permit Fees:

105.1.2.1 Each operational permit fee shall be in an amount set from time to time by Resolution of the Council;

105.1.2.2 Each construction permit fee shall be in an amount set from time to time by Resolution of the Council; and,

105.1.3 Where multiple permits are required for the same location, the Fire Code Official may authorize to consolidate such permits into one permit.

~~443.3~~ 106.3 Failure to obtain any require fire code permit, prior to engaging in activities, operations, practices or functions, as set forth in the International Fire Code, shall constitute a violation of the code. The activity, operation, or practice will be issued a stop work order until a permit has been obtained and a double permit fee collected.

(C) Subsection 105.7.1 Automatic fire-extinguishing systems shall be amended to read as follows:

A construction permit and Life Safety License is required for the installation of or modification to an automatic fire extinguishing system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on automatic fire-extinguishing systems shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

2. The Fire Code Official is authorized to not require a plan review fee for modifications to automatic fire-extinguishing systems where ten (10) or fewer sprinkler heads are affected in the scope of work. A Life Safety License and permit are required to be submitted to the Fire Code Official for review prior to the start of the project and a record of completion shall be permitted to the Fire Code Official at the completion of the project.

(D) Subsection 105.7.6 & 105.7.7 Fire alarm and detection systems, Emergency Responder Radio Amplifiers, and related equipment shall be amended to read as follows:

A construction permit and Life Safety License is required for installation of or modification to fire alarm and detection systems, Emergency Responder Radio Amplifiers, -and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on fire alarm and detections systems, Emergency Responder Radio Amplifiers, and related equipment shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

(E) Subsection ~~105.7.7~~ 105.7.8 Fire pumps and related equipment shall be amended to read as follows:

A construction permit and Life Safety License is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

1. Contractors performing maintenance on fire pumps and related equipment shall obtain a Life Safety License prior to commencing work and shall provide a copy of the maintenance report to the Fire Code Official at the completion of the work performed.

(F) Subsection ~~109.4~~ 110.4 Violation penalties shall be amended to read as follows:

Persons or entities who violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under the provisions of this code, as amended, shall be guilty of a misdemeanor. Each twenty-four (24) hour period that a violation continues after due notice has been served shall be deemed a separate offense.

(G) Subsection ~~111.4~~ 112.4 Failure to comply shall be amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to pay a fine in an amount set from time to time by Resolution of the Council.

(H) Subsection 113.6 Life Safety License required shall be adopted as follows:

Any person or entity shall obtain a Life Safety License from the Fire Code Official prior to performing any installation, modification, inspection, testing, or maintenance on a Life Safety System in the City of Idaho Falls. Life Safety Licenses shall be valid for the calendar year issued. The fee for a Life Safety License shall be in an amount set from time to time by Resolution of the Council. All Life Safety Licenses shall be non-transferrable.

(I) Subsection 113.7 Penalties for violation of license requirement shall be adopted as follows:

Any person or entity who violates any rules or regulations as written on the license application, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than three-hundred dollars (\$300). Each twenty-four (24) hour period that a violation continues after due notice has been served shall be deemed a separate offense.

(J) Subsection 113.8 Payment of permits, licenses and fees shall be adopted as follows:

All costs, fees, and payments associated with any permit or license provided for in the Fire Code shall be paid to the City of Idaho Falls City Treasurer's Office or as otherwise specified by the Fire Department.

(K) Subsection 113.9 Fees shall be adopted as follows:

113.9.1 Structural plan review fees. Structural plan review fees will be charged at a rate in an amount set from time to time by Resolution of the Council. Upon request from the Fire Code Official, the City reserves the right to charge additional structural plan review fees for large or complex structural plan submissions.

113.9.2 Fire alarm plan review fees. Fire alarm plan review fees will be charged at a rate in an amount set from time to time by Resolution of the Council. This fee includes plan review and one (1) acceptance test field inspection by fire prevention personnel. An additional fee, in an amount set from time to time by Resolution of Council, will be charged for inspection of fire alarm systems exceeding this amount.

113.9.3 Fire sprinkler system plan review fees. Fire sprinkler system fees will be charged at a flat rate in an amount set from time to time by Resolution of the Council. This fee includes plan review, and one (1) acceptance field inspection. Field inspections are to include fire service underground, rough-in inspection, hydro-test with all heads in place, and final acceptance test of system. An additional fee, in an amount set from time to time

by Resolution of Council, will be charged for inspection of fire sprinkler systems exceeding this amount.

113.9.4 Fire pump review fees. Fire pump fees will be in an amount set from time to time by Resolution of the Council. This fee includes plan review and response and acceptance testing of the fire pump.

113.9.5 Alarm response fee. The Fire Code Official is authorized to charge a maximum fee in an amount set from time to time by Resolution of the Council per occurrence for fire apparatus response to Life Safety System activation where the service contractor fails to contact the Fire Code Official and/or Fire Dispatch Center when servicing such systems or excessive responses to the same location. The fee does not apply to a false alarm which is defined as the willful and knowing initiation or transmission of a signal, message or other notification of an even of fire when no such danger exists. The fee, subject to review by the Fire Code Official will apply to nuisance alarms exceeding four (4) responses to the same location within a thirty (30) day period. Nuisance alarms are defined as any alarm caused by mechanical failure, malfunction, improper installation, or lack of proper maintenance, or any alarm activated by a cause that cannot be determined. The fee will be charged to the business owner and/or service contractor after review by the Fire Code Official.

(L) Subsection 5604.4.4 Prohibited storage shall be adopted to read as follows:

The storage of explosives and blasting agents is prohibited within the Corporate Limits of the City of Idaho Falls.

Exception: The Fire Code Official may issue a permit, pursuant to Section 105, to allow the use of explosives and blasting agents within the Corporate Limits of the City of Idaho Falls. Such permit shall prescribe conditions and restrictions for the use of explosives and blasting agents, consistent with this chapter.

(M) Subsection 5704.2.9.6.1 Locations where above-ground tanks are prohibited shall be amended to read as follows:

The storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited within the Corporate Limits of the City of Idaho Falls.

Exceptions:

1. The Fire Code Official, with approval of the Fire Chief, may allow protected above-ground tanks at motor vehicle fuel dispensing stations. Protected above-ground tanks may be allowed where underground rock formations or water levels make it extremely difficult or impossible to install underground tanks or underground install is cost prohibitive for limited use fuel dispensing stations. Such tanks shall meet the UL 2085 listing and comply with Sections 2306.2, 3104.17.2, 5704.2.7.3.5, 5704.2.9, and 5704.2.13.2.

Each approved tank shall not exceed twelve thousand (12,000) gallons in individual capacity and no more than forty-eight thousand (48,000) gallons in aggregate capacity may be stored in this manner on any one property within the City.

2. The Fire Code Official, with approval of the Fire Chief, may allow the use of temporary above-ground storage tanks at construction sites, earth moving projects or gravel pits. Such tanks shall comply with Sections 3104.17.2, 5704.2.9, and Section 5706 in its entirety.

- 2.1 The storage of flammable or combustible liquids in above-ground tanks, and the dispensing of combustible liquids into vehicles from above-ground tanks, shall not be permitted in the following zones as defined by the City Zoning Ordinance and located within the current Official Zoning Map: RP, RP-A, R-1, R-2, R-2A, R-3, R-3A, P-B, and RMH.

(N) Subsection 5706.2.4.4 Locations where above-ground tanks are prohibited shall be amended to read as follows:

The limits in which new bulk plants in accordance with Section 5706.2.4.4, where flammable or combustible liquids are received by tank vessels, pipelines, tank cars, or tank vehicles, and are stored in blended in bulk for the purpose of distributing such liquids by tank vessels, pipelines, tank cars, tank vehicles, or containers are prohibited within the Corporate Limits of the City of Idaho Falls.

(O) Section 5806.2 Limitations shall be amended to read as follows:

Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the Corporate Limits of the City of Idaho Falls.

(P) Section 6104.2.4 Restricted zones shall be adopted as follows:

Storage of liquefied petroleum gas is restricted within all zones in the City, as defined by the City Zoning Ordinance and located within the current City's Official Zoning Map.

Exception: Storage of liquefied petroleum gas is permitted, consistent with this chapter, within the Industrial and Manufacturing Zones I&M-1 and I&M-2, as defined by the City Zoning Ordinance and located within the current City's Official Zoning Map.

7-10-4: PENDING LEGAL ACTIONS:

That nothing in this Chapter or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as

cited in Section 3 of this Chapter; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Chapter.

SECTION 2. Savings and Severability Clause. The provisions and parts of this Ordinance are intended to be severable. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance. The remaining Sections of Title 5, Chapter 6, shall be in full force and effect.

SECTION 3. Codification Clause. The City Clerk is instructed to immediately forward this Ordinance to the codifier of the official municipal code for proper revision of the Code.

SECTION 4. Publication. This Ordinance, or a summary thereof in compliance with Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED by the City Council and APPROVED by the Mayor of the City of Idaho Falls, Idaho, this ____ day of _____, 2019.

CITY OF IDAHO FALLS, IDAHO

REBECCA L. NOAH CASPER, MAYOR

ATTEST:

KATHY HAMPTON, CITY CLERK

(SEAL)

STATE OF IDAHO)
) ss.
County of Bonneville)

I, KATHY HAMPTON, CITY CLERK OF THE CITY OF IDAHO FALLS,
IDAHO, DO HEREBY CERTIFY:

That the above and foregoing is a full, true, and correct copy of the Ordinance
entitled, “AN ORDINANCE OF THE CITY OF IDAHO FALLS, IDAHO,
AMENDING SECTIONS 7-10-1 THROUGH 7-10-4 OF THE CITY CODE OF
THE CITY OF IDAHO FALLS, TO PROVIDE FOR THE ADOPTION OF THE
INTERNATIONAL FIRE CODE, 2018 EDITION, AND PROVIDING
SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND
ESTABLISHING EFFECTIVE DATE.”

Kathy Hampton
City Clerk

(SEAL)