

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 09 / 01 / 20

Date of meeting 09 / 16 / 20

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Elected Official, City Employee, Organization, or Citizen making request:

Nicole Goes, HR Director

Address: 1123 Lake Street, Sandpoint, ID 83864

Phone number and email address: (208) 946-2060 ngoes@sandpointidaho.gov

Authorized by: Jennifer Stapleton

name of City official

City official's signature

Subject: Firefighter Collective Bargaining Agreement Extension

Summary of what is being requested: Extend current CBA through December 31, 2020

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes No Budgeted? Yes No

If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Fire Division (union-represented employees)

Have they been contacted?
Yes or No

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan: _____

4. Is an enforcement plan needed? Yes No Additional funds needed? Yes No

5. Have all the affected divisions been informed about this agenda item? Yes No

This form must be submitted no later than 5:00pm Tuesday the week prior to the meeting. All pertinent documentation for the Council packet must be included.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: 09/01/2020

TO: MAYOR AND CITY COUNCIL

FROM: Nicole Goes, HR Director

SUBJECT: Firefighter Collective Bargaining Agreement Extension

DESCRIPTION/BACKGROUND: On June 8, 2020, Local 2319 submitted a request to extend the current Collective Bargaining Agreement (CBA) for ninety (90) days to allow more time for the outside consultant study Fire Service Operations study to be completed and possibly have an implementation plan drafted upon its conclusion.

STAFF RECOMMENDATION: Staff recommends approval of the extension request, resulting in the current CBA expiring on December 31, 2020 as opposed to September 30, 2020.

ACTION: Approve Extension Agreement

WILL THERE BE ANY FINANCIAL IMPACT? No
HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

Local 2319 Request to Extend
Proposed Resolution
Extension Agreement
Current CBA
Supplemental Agreement #1
Supplemental Agreement #2



**SELKIRK PROFESSIONAL FIRE FIGHTERS
LOCAL 2319**

*1123 Lake St. Sandpoint, ID 83864
Tel. (208) 263-3556 * Cell (208) 255-8387*

Michael Gow
President
Kevin Amorebieta
Vice President
Zach Ukich
Treasurer
Jonah Pucci
Secretary

June 8, 2020

Mayor Rognstad,

As you are aware the JPA and administrative entities have been working on the RFP for the Fire Service Operations study. With the progress of this study, operations and financial management may change.

Therefore, the Union is requesting to extend the current collective bargaining agreement for ninety (90) days to complete the study and possibly have an implementation plan drafted. I believe this will give both the Union and City direction and a path to proceed.

If you have any questions please contact me.

Respectfully,

Michael Gow
President

No: 20-
Date: September 16, 2020

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: EXTENSION OF AGREEMENT BETWEEN THE CITY OF SANDPOINT AND LOCAL 2319, IAFF

WHEREAS: On October 30, 2017, via Resolution No. 17-75, City Council approved the Sandpoint Fire Fighters Local 2319, International Association of Fire Fighters, AFL-CIO, Collective Bargaining Agreement 2017-2020 (“CBA”), set to expire on September 30, 2020; and

WHEREAS: On June 8, 2020, Local 2319 submitted a request to extend the CBA for ninety (90) days, as the outside consultant works to complete the Fire Service Operations Study, with anticipation of an implementation plan drafted upon its conclusion.

NOW, THEREFORE, BE IT RESOLVED THAT: The Extension Agreement Between the City of Sandpoint and Local 2319, IAFF, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is approved, and the City Administrator and Human Resources Director are authorized to sign the Agreement on behalf of the City.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

**Extension Agreement
Between
The City of Sandpoint and Local 2319, IAFF**

The City of Sandpoint and Local 2319 mutually agree to modify and extend the current Collective Bargaining Agreement (CBA) and its Supplemental Agreements as follows:

1. All terms and conditions of Articles 1 through 15, 17, 19, and 21 through 42, and Appendices A-E of the current CBA, which will expire on September 30, 2020, shall extend beyond the end of the current CBA and remain in full force and effect through December 31, 2020.
2. All terms and conditions of Article 20 shall extend beyond the end of the current CBA and remain in full force and effect through September 30, 2021, per Supplemental Agreement No.1 ratified on September 5, 2018.
3. All terms and conditions of Article 16 shall extend beyond the end of the current CBA and remain in full force and effect through December 31, 2020 per Supplemental Agreement No.2 ratified on May 1, 2019.
4. With respect to Article 18, the parties agree that:
 - a. A market benchmark review was completed in August 2020, and there shall be no market increase on October 1, 2020 [for FY2021].
 - b. A Cost-of-Living Adjustment (COLA) of 1.5% for FY2020 was implemented on January 1, 2020, and there shall be no COLA implemented October 1, 2020.
5. This is the total and complete statement of the agreement.
6. This agreement shall take effect upon ratification by the membership of Local 2319 and the Sandpoint City Council.

For the City of Sandpoint:

For Local 2319:

Jennifer Stapleton, City Administrator

Michael Gow, President

Nicole Goes, HR Director

Kevin Amorebieta, Staff Representative

Attest:

Melissa Ward, City Clerk

Approved as to form:

Andrew P. Doman, City Attorney

TABLE OF CONTENTS

ARTICLE 1. TERM OF AGREEMENT

ARTICLE 2. RECOGNITION

ARTICLE 3. DEFINITIONS

ARTICLE 4. PREVAILING RIGHTS

ARTICLE 5. MANAGEMENT RIGHTS

ARTICLE 6. NO STRIKE

ARTICLE 7. RULES, REGULATIONS, POLICIES AND PROCEDURES

ARTICLE 8. UNION DUES, FEES, AND ASSESSMENT CHECK OFF

ARTICLE 9. SAVINGS CLAUSE

ARTICLE 10. NON-DISCRIMINATION

ARTICLE 11. JOB DESCRIPTIONS

ARTICLE 12. RESIDENCY

ARTICLE 13. CONSOLIDATION OR MERGER

ARTICLE 14. STAFFING LEVELS

ARTICLE 15. PERSONNEL REDUCTION

ARTICLE 16. HOURS OF WORK

ARTICLE 17. CALL BACK

ARTICLE 18. SALARIES

ARTICLE 19. OVERTIME

ARTICLE 20: MEDICAL INSURANCE

ARTICLE 21. MERP (MEDICAL EMPLOYEE RETIREMENT PLAN)

ARTICLE 22. DEFERRED COMPENSATION PLAN

ARTICLE 23. SOCIAL SECURITY WITHDRAWAL

ARTICLE 24. VACATION

ARTICLE 25. HOLIDAYS

ARTICLE 26. SHIFT CHANGES

ARTICLE 27. SICK LEAVE

ARTICLE 28. LEAVES OF ABSENCE

ARTICLE 29. JURY DUTY

ARTICLE 30. PROMOTIONS/NEW HIRES

ARTICLE 31. HIRING LIST

ARTICLE 32. WORKING OUT OF CLASSIFICATION

ARTICLE 33. DEMOTION NOT RELATED TO PERFORMANCE

ARTICLE 34. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

ARTICLE 35. WILD LAND FIRE SERVICES

ARTICLE 36. NATIONAL GUARD OR MILITARY RESERVE DUTY

ARTILCE 37. TRAVEL REIMBURSEMENT

ARTICLE 38. ORGANIZED MEALS

ARTICLE 39. DRUG FREE WORK ENVIRONMENT

ARTICLE 40. GRIEVANCE PROCEDURES

ARTICLE 41. IMPASSE

ARTICLE 42. POLITICAL ACTIVITY

APPENDIX A. GRIEVANCE FORM

APPENDIX B. SALARIES

APPENDIX C. DUES DEDUCTION

APPENDIX D. PTO POLICY

APPENDIX E. TRAVEL POLICY

AGREEMENT

The City of Sandpoint, hereinafter referred to as the **CITY**, and City of Sandpoint Fire Department dba Selkirk Fire, Rescue and EMS, represented by the International Association of Fire Fighters LOCAL 2319, hereinafter referred to as the **UNION** or **DEPARTMENT**, in order to increase general efficiency in the **DEPARTMENT**, to maintain the existing harmonious relationship between the Fire **DEPARTMENT** and **CITY**, and to promote the morale, rights, and the well-being of the members of the **DEPARTMENT**, the parties hereby agree as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall be effective as of the first day of November 2017, and shall remain in full force and effect until the thirtieth day of September, 2020; PROVIDED, HOWEVER, that this Agreement shall be subject to such changes and modifications as may be mutually agreed upon by both parties.

ARTICLE 2. RECOGNITION

Pursuant to Title 44, Chapter 18 of the Idaho Code, the **CITY** recognizes the **UNION** as the exclusive bargaining agent for all paid Firefighters of the City of Sandpoint Fire Department; except Chief Officers, administrative staff, Volunteer and Reserve Firefighters. The terms and conditions hereof are binding upon and govern and control the rights, benefits, and privileges of each party and their successors and assigns.

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and derivations shall have the meaning given herein. The words "shall" and "will" are always mandatory and not merely directory. Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

AUTHORIZED WORK: Shall be work performed while on duty and shall not include time away from the work environment.

CALLBACK: Any time a Firefighter is called back to the work environment for unscheduled duty, work or training.

FIREFIGHTER: A Battalion Chief, Captain, Engineer, Firefighter and Probationary Firefighter.

BUSINESS DAY: Days when the **CITY** is normally open, not including weekends or holidays.

PROBATIONARY FIREFIGHTER: A firefighter in his first year of employment with the **DEPARTMENT**.

MODIFIED DUTY WORK: Shall be defined as reporting to perform office, clerical, inspections or other non-firefighting functions under the direction of the Fire Chief.

SHIFT: Twenty-four (24) consecutive hours of work for which a Firefighter is compensated.

HOURS OF WORK: All of that time during which employees are on duty and for which they receive compensation.

ARTICLE 4. PREVAILING RIGHTS

The rights of the **UNION** include, but are not limited to, the rights included in Idaho Code 44-1802 to bargain for wages, hours, and other working conditions and all other terms and conditions of employment.

The rights listed above are subject to the grievance procedure.

All rights and privileges held by the Firefighter at the present time which are not included in the agreement shall remain in full force and unchanged in any manner.

ARTICLE 5. MANAGEMENT RIGHTS

The **CITY** shall retain the exclusive right to exercise the regular and customary functions of management, including but not limited to directing the activities of the department; determining levels of budget authority, service and methods of operation; introduction of new equipment; the right to hire; lay-off for lack of work or funds; transfer; promote, demote; discipline and discharge its employees for just cause; to determine work schedules and assign work.

ARTICLE 6. NO STRIKE

The **UNION** and the Firefighters agree that during the term of this Agreement they will not cause, encourage, participate in or support any slow-down or strike against the **CITY** or other interruption of or interference with the normal functions of the **CITY**. The **UNION** and the Firefighters further agree that during the term of this Agreement, no Firefighter will recognize a picket line of any labor organization while in the performance of his official duties. Violation of this paragraph shall be grounds for disciplinary action.

ARTICLE 7. RULES, REGULATIONS, POLICIES AND PROCEDURES

The **UNION** agrees that its members shall comply with all **CITY AND SELKIRK FIRE, RESCUE & EMS** rules, regulations, policies and procedures, including those relating to conduct and work performance. The employer agrees that **CITY** rules and regulations, policies and

procedures which directly affect wages, hours, working conditions, performance, terms or conditions of employment shall be subject to the grievance procedure.

Changes in rules and regulations, policies and procedures which directly affect wages, hours, terms and condition of employment are considered mandatory subjects of bargaining and shall be mutually agreed between the **CITY** and the **UNION** prior to their implementation.

ARTICLE 8. UNION DUES, FEES, AND ASSESSMENT CHECK OFF

The employer agrees to deduct authorized **UNION** dues, fees, and assessment in the amounts specified by the authorized officer of the **UNION**, from the pay of bargaining unit employees upon written authorization. The employer further agrees to transmit those amounts monthly to the **UNION**. The **UNION** agrees to certify to the employer the amount of authorized dues, fees, and assessments.

ARTICLE 9. SAVINGS CLAUSE

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

ARTICLE 10. NON-DISCRIMINATION

The **CITY** and the **UNION** agree not to discriminate against any employee for his/her activity in behalf of, or membership or non-membership in, the **UNION**. The **CITY** and the **UNION** agree that there shall be no discrimination against any employee because of race, color, religion, creed, national origin, ancestry, age, marital status, sex, sexual orientation or gender identity/expression.

It shall be the policy of the **CITY** to hire Firefighters based upon the applicant's education, training, experience, demonstrated skills and abilities, and, physical fitness needed for adequate performance in each position.

ARTICLE 11. JOB DESCRIPTIONS

It is the purpose of this article to keep the duties of Firefighters covered under the terms of this Agreement in accordance with duties recognized by the **CITY** as those of professional Firefighters.

Where changes occur in job descriptions or duties that fall outside those recognized by the **CITY** as those of professional Firefighters, the **CITY** recognizes the **UNION**'s right to file a grievance. The **CITY** agrees that a decision of the majority of the arbitrators is binding and should that decision direct the **CITY** and the **UNION** to bargain for the hours, wages and working conditions prior to implementation of the change in the job description, both parties will immediately enter into the negotiating process.

ARTICLE 12. RESIDENCY

Fire Fighters, regardless of when hired, may live anywhere inside or outside the **CITY** boundaries.

ARTICLE 13. CONSOLIDATION OR MERGER

This Agreement shall be binding upon the successors of the parties hereto, and no provisions, terms or obligations herein contained shall be effected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation or transfer of either party, or by any change, geographically or otherwise, in the location of place of business of either party hereto. Wages and rank shall not be reduced in any manner and must be equal or greater than at the time of any consolidation, merger, annexation, or transfer. All employee ranks and wages will be equal to both parties in the event of a consolidation, annexation or transfer unless agreed to by both parties to this Agreement.

ARTICLE 14. STAFFING LEVELS

The purpose of this article is to provide sufficient on-duty personnel to provide for safe fire suppression/emergency operations and to staff the fire department to provide the services determined appropriate by the **CITY**.

The **CITY** shall require no less than Two (2) Firefighters covered by the terms of this Agreement to be on-duty and available for initial response at all times (Rank Firefighter through Battalion Chief).

The **CITY** shall staff all existing stations with a minimum of on (1) fire apparatus, furthermore, all fire apparatus should be manned with a minimum of two (2) firefighter's consisting of one (1) captain or acting captain and one engineer or acting engineer.

It is the intent of the **CITY** to budget the funds necessary to maintain the minimum staffing program. However, nothing in this article shall limit the **CITY**'s right to layoff for lack of funds.

A Firefighter must be properly relieved prior to leaving.

Staffing requirements for additional future stations shall be negotiated prior to the time such stations are to be staffed.

ARTICLE 15. PERSONNEL REDUCTION

Personnel reduction is defined as an involuntary separation from employment not involving delinquency, misconduct, inefficiency, or disciplinary action. Whenever such personnel reduction occurs and it becomes necessary to reduce the number of employees within the **CITY**, the following regulations shall apply:

1. The person last hired shall be “laid off” first. Not including Temporary positions.
2. In the event that multiple persons were hired on the same day, the person with the lowest cumulative testing score shall be laid off first.
3. The names of those laid off shall be entered into a recall register in inverse order of their layoff. The recall register shall be signed and dated by the Fire Chief and CITY Administrator at the time of any personnel reductions. The printed copy and a computer disk backup copy shall be kept in CITY records.
4. When it is desired to again increase the number of personnel, the CITY shall verify all of those laid off correctly appear on the recall register. Any mailed notifications of recall shall be overnight registered mailed to the individual. Any person who declines to return for employment with the CITY, or who after 10 business days of receipt of mailed recall notice has failed to accept recall of employment, shall be considered permanently separated from the CITY.
5. In the event of a previously promoted officer or employee returns to duty, or the number of officers holding that rank is reduced, the last officer or employee promoted shall be returned to the rank he/she held before.
6. Officers or employees who are laid off prior to completion of their probationary period must complete the remainder of their probationary period upon recall.
7. The CITY must honor the list for a minimum one (1) year from the time of lay-off.

Part Time Hire Policy

In the event there is a need for short duration hire, the persons on the list shall have the option to decline the short duration hire without forfeiting their seniority to be hired for full time positions, when one becomes available. Persons laid off shall have first right of refusal to part-time openings.

ARTICLE 16: HOURS OF WORK

A normal shift schedule for full time firefighters covered by the terms of this agreement shall consist of one hundred ninety-two (192) hours, including meal periods, over a twenty-four (24) day pay period. Shift assignments are: twenty-four hours (24) on duty, twenty-four (24) hours on duty, and ninety-six (96) hours off duty.

Hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle shall be compensated by paying the employee an additional one-half ($\frac{1}{2}$) times his regular hourly rate for those hours in the compliance with the current FLSA.

Hours worked shall be defined as actual time worked, UNION business leave, jury duty and approved personal time off (PTO). Time off without pay, for any reason shall be subtracted from the sum of hours worked for purpose of calculation scheduled overtime.

Time Cards

A time card, signed by the Firefighter and the Fire Chief, is required in order to calculate and process pay checks for the fire department personnel. The time card will consist of a twenty-four

(24) day pay period and salary shall be paid monthly on the 15th and the last day of the month. Overtime for the pay period shall be calculated and paid in the second half of the biweekly twenty-four (24) day cycle. By mutual consent of the **CITY** and the **UNION**, early payment and other modifications may be made.

All employees will participate in the **DISTRICT**'s direct deposit program.

ARTICLE 17. CALL BACK

Should any employee be required to report for duty while off duty, he/she shall have all the **CITY** benefits that he/she would normally have while on his/her normal tour of duty. The call back of off duty employees shall be the responsibility of the Fire Chief or his/her designate. A Firefighter on call back for an emergency or station coverage shall be credited with a minimum of two work hours. Call back shall be paid at the overtime rate whenever the one hundred eighty-two (182) hours over a twenty-four (24) day work period has been exceeded.

ARTICLE 18. SALARIES

The **CITY** and the **UNION** agree that the Current Pay Scale (Appendix B) for the Firefighters covered under this Agreement shall be the pay scale adopted.

Effective October 1, 2018, and for the duration of this contract, the **CITY** will annually review market benchmarks and provide market increases in accordance with approval of the City Council, not to exceed 3% annually.

ARTICLE 19. OVERTIME

Overtime work for full time Firefighters covered by the terms of this Agreement shall consist of authorized work in excess of one hundred eighty-two (182) hours, over a twenty four (24) day work period. Overtime of less than fifteen (15) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest one-half ($\frac{1}{2}$) hour. Overtime pay shall be paid on the employees next regular pay check following its accrual.

ARTICLE 20. MEDICAL INSURANCE

The **CITY** shall provide a contribution of \$11,200 per year to each employee to use towards a group insurance plan to include medical, dental and vision coverage. Any savings between actual premium costs per employee and the **CITY**'s contribution may be deposited into an established Health Reimbursement Account (HRA), or similar type program.

ARTICLE 21. MERP (MEDICAL EXPENSE REIMBURSEMENT PLAN)

The focus of the medical expense reimbursement plan (MERP) is to provide help for retirees with medical costs. The CITY would agree to make pre-tax contributions to the plan on behalf of all employees in the bargaining unit. The contribution shall be a CITY paid expense. The current amount is \$75 per month, or \$900 per person.

ARTICLE 22. DEFERRED COMPENSATION PLAN

The CITY agrees to administer the Nationwide deferred compensation program for the fire department members. The UNION agrees to cover any direct fees associated with this program.

ARTICLE 23. SOCIAL SECURITY WITHDRAWAL

As a result of the Sandpoint Firefighters vote to withdraw from coverage under the Social Security system, the CITY and UNION agree as follows:

1. The CITY agrees to match the members' percentage of wages, up to a six percent (6%) cap per member in lieu of the Social Security tax. These percentages of wages shall be placed in the PERSI Choice Plan. In the event the Social Security obligation for general CITY employees is reduced, the matching contributions to the Firefighters shall reflect the mandated employer Social Security contribution then in effect less 0.2% for administration.

ARTICLE 24. VACATION

Vacation to be replaced with new Personal Time Off (PTO) Policy as included herein as Appendix C.

ARTICLE 25. HOLIDAYS

All members of the CITY covered under this Agreement shall be entitled to Ten (10) holidays per year.

New Year's Day	Independence Day	Veteran's Day
Human Rights Day	Labor Day	Christmas Day
President's Day	Columbus Day	Thanksgiving Day
Memorial Day		

ARTICLE 26. SHIFT CHANGES

Any Firefighter shall have the right to exchange shifts when the change does not interfere with the best interests of the fire department.

Shift changes or partial shifts worked as a result of having voluntarily exchanged shifts or partial shifts shall not qualify for overtime pay and cannot cost the **CITY** money.

ARTICLE 27. SICK LEAVE

Sick Leave to be replaced with the new Personal Time Off (PTO) Policy as included herein as Appendix D.

ARTICLE 28. LEAVES OF ABSENCE

UNION Business

The **CITY** shall provide a maximum of five (5) shifts with pay annually to the **UNION** membership (collectively, not individually) to conduct business deemed necessary to the International Association of Firefighters Local 2319.

Up to one member per shift of the negotiating team if on duty shall be allowed time off with pay for all negotiation meetings which shall be mutually set by the **CITY** and the **UNION**.

On-duty members serving on a negotiations committee shall respond to all calls received during negotiations meetings.

Such hours spent conducting **UNION** business shall be accounted for by being recorded on individual time cards.

Office supplies, copier paper and use of the **CITY**'s copy machines are not available to the **UNION** for **UNION** business purposes.

Bereavement Leave

In the event of a death in the immediate family of an employee or a possibility thereof, the employee shall be granted up to two (2) shifts off with pay for the purpose of attending funeral services for the deceased relative and /or attending at the relative's bedside.

For the purpose of this section, the immediate family shall be defined as the employee's spouse, or the following relatives, whether by kindred or affinity: child, mother, father, brother, sister, grandparents, in-laws or any relative who is domiciled in the Firefighter's household.

A Firefighter may be granted up to one (1) shift of bereavement leave to attend the funeral of the sibling or grandparent of the Firefighter's spouse.

Leave to attend the funeral of a "close friend" will be granted at the discretion of the Fire Chief, taking into consideration the circumstances and the department's work load. Personal Time Off (PTO) shall be deducted for this leave.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave or vacation.

Limited Duty

Any Firefighter who is temporarily incapacitated and who has a limited duty statement from his medical doctor may be allowed to return to work to perform any activity agreeable with his medical doctor. The limited duty statement must be in writing and must dictate the activities the firefighter is able to perform and signed by the firefighters' medical doctor.

If the sick/injured firefighter reports for modified duty work, he/she must first provide a doctor's release statement, with the necessary information, to the Chief accompanied by a written request asking for permission to report for such duty.

If the Chief grants the request, the Chief and the Firefighter will mutually agree to a work schedule: (hours of work shall be scheduled within normal business hours, Monday through Friday, taking into account holidays, lunch hours, etc.). The firefighter shall agree to a schedule, a reasonable time in advance so that Management may plan his/her activities.

When a mutual work schedule is agreed to by the firefighter and Chief, the firefighter must fulfill that obligation to report and perform assigned duties for that period of time. Failure to do so may result in disciplinary action.

ARTICLE 29. JURY DUTY

Any Firefighter who is directed by proper authority to appear as a witness for the Federal Government, the State of Idaho, or a political subdivision thereof, or to attend court or other hearings in connection with his official duties, or to serve as a member of a jury, is not to be considered absent from duty. The wages of the Firefighter will be continued during such court or jury duty and the payment for such duty, earned only on a normal duty day, will be endorsed over to the **CITY**.

ARTICLE 30. PROMOTIONS/NEW HIRES

The **CITY** shall first seek to promote Firefighters from within the department. All Firefighters covered by the terms of this Agreement will be considered for promotion to vacant positions for which they apply and are qualified. The determination of qualifications will be made by the Fire Chief.

The **UNION** will make recommendations for changes in any one or all of the areas affecting promotional qualifications and the promotional examination process. However, the examination process will consist of no less than a written test requiring a score of at least seventy percent (70%), an applicable skills competency test and an oral exam. A candidate must achieve the minimum passing test score in order to be eligible to move on to the next testing arena.

A candidate will not be eligible for promotion if on probation as a result of any disciplinary action.

New Hire

When a position becomes available due to vacancy or increased staffing within the Fire Department, excluding the Fire Chief's position, the Fire Chief will post a notice advertising the position. The notice will be posted no later than sixty (60) days prior to the test date for the position. The notice shall contain information pertaining to: the general subject matter in the written exam, a skills test, a current job description for the position, and the date, time and location where the testing process will be held.

The testing process shall consist of a written test, a physical agility test, and/or an applicable skills competency test and an oral exam. A candidate must achieve a minimum passing score of seventy percent (70%) at each test event in order to be eligible to move on to the next event in the testing process. The physical agility test is a pass fail score only, and is not part of the total accumulative scoring process. The Fire Chief shall form an oral exam panel of three (3) persons which may include one person that currently holds a position in the Fire Department. One member from the **UNION** shall be permitted to observe the oral exam.

A total score shall be derived by adding the scores from the written, the skills competency test and the oral exams. The Fire Chief shall interview the top applicants and select the candidate for the position. In the event that more than one opening exists, the openings shall be filled by the candidates with the highest scores, however the Fire Chief has the right to use the rule of three and select any one of the top three (3) candidates whom he feels would be best suited for the position.

Promotions

All newly promoted personnel shall be reviewed by the Fire Chief no less than every two months during their first six months in a position. If, following three such reviews, in the Fire Chief's opinion, the employee does not perform the duties of the new position satisfactorily, he shall be returned to his former position and pay without prejudice and without loss of seniority.

ARTICLE 31. HIRING LIST

Following any new hire testing process, the hiring list shall remain in effect for two years following the hiring of any personnel.

ARTICLE 32. WORKING OUT OF CLASSIFICATION

A Firefighter who has successfully passed a qualifying examination for a position above which he normally holds shall be paid the rate assigned to that position for the total hours worked at that classification.

Qualifying examinations will be offered whenever a promotional position is available or a Firefighter possesses the certifications, training and experience necessary to carry out the duties of that position.

No Firefighter will be assigned the responsibilities or the duties of a position above which he normally holds without that Firefighter possessing the certifications, training, and/or the experience necessary to carry out the duties of that position.

Temporary assignment will be made upon the recommendation of the Fire Chief.

This article shall not apply when the Firefighter working out of classification is doing so because of having "traded" a day or when working down a Firefighter for training purposes.

ARTICLE 33. DEMOTION NOT RELATED TO PERFORMANCE

For any demotion that is not a punitive action for performance, the demoted person shall have the first right of refusal to promotion to the previously held position for a period of two years following the demotion.

ARTICLE 34. UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT

The CITY shall provide to all suppression personnel, uniforms that meet N.F.P.A 1975 minimum requirements for station wear. Under this agreement the CITY shall provide an annual budget for this purpose which will be managed by the Fire Chief.

The CITY shall furnish and thereafter maintain respiratory apparatus, gloves, helmets, protective clothing and other items necessary to preserve and protect the safety and health of firefighters. All protective clothing shall meet the standard whether existing or promulgated during the term of this agreement, that provides the highest level of protection.

ARTICLE 35. WILD LAND FIRE SERVICES

The UNION acknowledges the employer's right to contract CITY apparatus with the Idaho Department of Lands, and the United States Forest Service for the purpose of assisting regions with protection and suppression of wild land fires. The employee's option to accept a wild land assignment is a normal and ordinary function of the CITY. The UNION agrees to participate in contracted wild land fire duty providing that compliance with the staffing levels can be maintained for the CITY during those periods. The CITY and the UNION agree that personnel are considered "CITY Employees" while on assignment and as identified in the Agreement. The UNION and the DISTRICT recognize that liability and insurance coverage may not be limited to that which is provided by the CITY.

The UNION agrees the tour of duty at designated wild land fire sites will not exceed 14 consecutive calendar days. However, after the required rest period is met, the firefighter may have the option to extend his/her tour should there be no replacement and the fire assignment requests further operational periods. Compensation will be paid based on City Council acceptance of the current year Wild Land MOU. Shifts will be for a minimum of 14 consecutive hours in a 24-hour period.

All properly trained firefighters are eligible for wild land duty. The CITY will provide firefighters with suitable lodging and travel to and from wild land fire destinations. All equipment and supplies for the suppression and protection associated with wild land firefighting will be provided by the CITY, including all personal safety equipment and supplies. Meal expenses will be the responsibility of each firefighter, and may be reimbursed daily per diem according to Idaho Department of Lands policy when the CITY is eligible for reimbursement of per diem.

Firefighters assigned to incidents must keep and submit to the CITY all paperwork (Crew Time Reports, receipts, etc.) upon returning to process and document reimbursement.

ARTICLE 36. NATIONAL GUARD OR MILITARY RESERVE DUTY

Any firefighter who is a member of the National Guard or any military reserve component of the Armed Forces of the United States (hereinafter the "Reservist") shall upon request be granted leave to attend required military duty. Leave will be requested as far in advance as possible so the CITY can plan accordingly.

Such request will be in writing, and will include the approximate beginning and concluding dates of duty, as well as the approximate travel time involved. The CITY shall pay the regular wages and benefits for any regularly scheduled shifts that coincide with the time the Reservist attends training. The Reservist shall return to work at the start of the next regularly scheduled shift after expiration of the last calendar day necessary to travel home from training or after the Reservist has had reasonable time to rest, not to exceed twelve hours. Any extension of time for rest will be requested by the employee in writing.

If the Reservist is deployed he/she is deemed to be on a leave of absence and USERRA provides that returning service members are reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority. The CITY shall make the employee whole in regards to wages and pay the Reservist the difference between military pay and what the Reservist would have received from their normal salary. For service of less than 31 days, health care coverage is provided as if the Reservist member had remained employed. Reservists performing military duty of more than 30 days may elect to continue employer sponsored health care for up to 24 months; however they may be required to pay up to 102 percent of the full premium. All pension plans shall be protected.

ARTICLE 37. TRAVEL REIMBURSEMENT

Travel authorized by the Fire Chief shall be reimbursed in accordance with the CITY travel policy (Appendix E).

ARTICLE 38. ORGANIZED MEALS

Payments by Firefighters to an organized mess that are required of a Firefighter by his immediate superiors at the fire station, irrespective of whether the Firefighter leaves his assigned duty station during the normal 24 hour shift and actually participates in the mess, are expenses directly and proximately related to the active conduct of the Firefighters trade or business and are deductible. The CITY does not participate financially in a Firefighters organized mess program.

ARTICLE 39. DRUG FREE WORK ENVIRONMENT

The CITY is an alcohol and drug free work environment. The misuses of alcohol and/or unlawful use of controlled substances or abuse of prescription drugs may result in work place accidents, absenteeism, substandard work performance and loss of productivity. The CITY and UNION are also concerned with the adverse effect on the well-being of employees, their families, co-workers, and the public. All employees shall be informed of this policy within Rules and Regulations. The CITY shall utilize random drug testing which shall be unannounced and scheduled throughout the calendar year as provided in the CITY's employee work policy.

ARTICLE 40. GRIEVANCE PROCEDURES

Disputes or differences arising between the CITY and the UNION and/or individual members of the department as to the meaning or application of any provision of this agreement shall be settled in the manner provided herein. For the purpose of this provision, such as a dispute or difference shall be referred to as a "Grievance".

Step One- Any employee who has a grievance shall notify the UNION Grievance Committee in writing within twenty-one (21) calendar days from the date of the grievance, or thirty-one (31) calendar days from the time the employee, through reasonable diligence, should have been aware of it. The UNION Grievance Committee, hereinafter referred to as UNION, shall within fourteen (14) calendar days determine if the grievance has merit. If, in their opinion, the grievance does not have merit, no further action shall be necessary. If the employee wishes, he may then submit the grievance in writing to the UNION body in which case the UNION body may override the decision of the grievance Committee regarding the merits of the grievance.

Step Two- If it is the opinion of the UNION that a valid grievance exists, the UNION shall present the grievance in writing to the Fire Chief within the fourteen (14) calendar day time frame. All parties to such discussions will make a good faith effort to resolve the grievance. The Fire Chief shall give his reply in writing within fourteen (14) business days.

Step Three- If the grievance has not been resolved in Step One or Step Two, the UNION shall present the grievance in writing to the Mayor or his/her designee within fourteen (14) calendar days after receiving the Fire Chief's written notice. All parties to such discussions will make a good faith effort to resolve the grievance. The Mayor or his/her designees thereafter, shall give their reply in writing within twenty (20) business days.

1. The grievance committee may appeal the Mayor or his/her designee's decision in writing to an arbitration board. Said appeal shall be filed in writing with the Clerk within five (5) business days from the date the Mayor's or his/her designee's written decision is submitted to the **UNION**. The arbitration board shall be appointed as follows:
 - A. At the time of filing its notice of appeal, the grievance committee shall notify the **CITY** in writing of the appointment of its arbitrator who shall not be a member of the **UNION**.
 - B. The **CITY** shall, by written notice within five (5) business days after receipt of such written notice from the grievance committee, notify the grievance committee of the appointment of its arbitrator who shall not be an elected official or an employee of the **CITY**.
 - C. The two arbitrators so appointed shall, by written notice within five (5) business days of the appointment of the second arbitrator, notify the grievance committee and the **CITY** of their appointment of the third arbitrator who shall serve as chairperson of the arbitration board. Notice of such appointment shall be signed by both arbitrators.
 - D. If a third arbitrator cannot be agreed upon, appointment of arbitrators shall be made by requesting a list of 7 regional arbitrators (within 200 miles) from Federal Mediation and Conciliation Services (FMCS). The two appointed arbitrators shall attempt to agree on the third impartial arbitrator. If an agreement cannot be made, the names of the neutral arbitrators will be struck from the list with the **CITY's** representative striking first.
2. Upon the appointment of three (3) arbitrators as herein above provided, said arbitrators shall hold an arbitration hearing at the time and place selected by them, but such hearing shall be held within ten (10) business days from the date of the selection of the third arbitrator. At the hearing, the laws of evidence of the State of Idaho shall apply and the hearing shall be conducted pursuant to the provisions of Title 7 Chapter 9 of Idaho Code and the terms and conditions of this Agreement.
3. The award of the majority of the arbitrators shall be rendered in writing and written notice, signed by the majority, shall be mailed to both the **UNION** and the **CITY** within five (5) business days following the completion of the hearing. The award shall be binding upon the parties hereto and an order so stating may be entered upon the records of any court having competent jurisdiction, PROVIDED, HOWEVER, that each party hereto shall retain the right to appeal as provided in the provisions of Title 7 Chapter 9 of the Idaho Code.
4. Costs of arbitration shall be borne equally by the **CITY** and the **UNION**; that is, each shall be responsible to pay for the expenses of the arbitrator selected by it, one-half (1/2) of the expenses of the third arbitrator, and one-half (1/2) of the expenses of each arbitration proceeding.

ARTICLE 41. IMPASSE

In the event of an impasse during negotiations, both parties to this Agreement do hereby agree to the appointment of a fact finding commission as provided in Idaho Code 44-1806 and that said

commission may rule only on articles of the contract which are being arbitrated. In addition, both parties agree to accept the findings handed down by said fact finding commission as final and binding to both parties to this Agreement.

ARTICLE 42. POLITICAL ACTIVITY

All Firefighters have the freedom of choice and expression in politics and no inquiry will be made regarding political affiliations. Firefighters are encouraged to exercise their right to vote and, as citizens, have definite rights including:

1. Freedom to belong to a political organization;
2. Right to make voluntary contributions to political parties or individuals; and,
3. Right to attend political gatherings.

In each of the above rights, it must be understood that such participation by a Firefighter is strictly a personal participation, and no one is entitled to connect the **CITY** with any political activity or function.

No political picture, sticker, badge or button may be displayed on **CITY** equipment or buildings. The display of political preference badges on one's person during work hours is prohibited.

Firefighters shall not use the official authority or influence of their employment to further the cause of any political party or candidate for nomination or election to political office.

Firefighters shall not engage in any political activities during their hours of work.

**Appendix A
Sandpoint Firefighters
Grievance Form**

Employees Name: _____

Grievance Presented To: _____

STATEMENT OF GRIEVANCE (state facts, witnesses etc.)

See attachment for further information

POLICY, ARTICLE, WORKING CONDITION, ETC. VIOLATED

See attachment for further information

REMEDY OR CORRECTIVE ACTION REQUESTED

See attachment for further information

Signature: _____ Date: _____
(Employee)

Signature: _____ Date: _____
(UNION Rep)

Signature _____ Date: _____
(Party Receiving Grievance)

Appendix B
City of Sandpoint Firefighters
Current Pay Scale, Pay Periods and Pay Days

City of Sandpoint Firefighters – Current Pay Scale
 October 1, 2017 – September 30, 2018

Position	Base Annual Salary	Pay Period	Base Hourly	Base Overtime Rate
Battalion Chief	\$72,361.10			
Captain	\$67,627.20			
Lieutenant	\$62,634.00			
Engineer	\$57,407.20			
Firefighter	\$55,158.80			
Probationary Firefighter (0-12 Months)	\$51,550.28			

Appendix C
Sandpoint Firefighters
Payroll Deduction and Set Off Agreement

To: CITY OF SANDPOINT

I authorize you to an amount equal to 2% of the Sandpoint Firefighters Pay Scale for Standard Firefighter Wage as described in the current Appendix B of the Local 2319 Collective Bargaining Agreement.

This amount will be deducted from my gross earnings for the payroll period and will remain as such until revoked in writing by me.

This deduction is for the purpose of UNION DUES.

Member's Signature

Print Name

Date

Social Security Number

Please retain a copy of this agreement for your records.



Appendix D
CITY OF SANDPOINT
PAID TIME OFF (PTO) PLAN (FIRE)

Effective November 1, 2017

A) PTO Plan definition:

- 1) The PTO plan is designed to offer employees flexibility and self-management with their paid time off. Employees will be able to use time in their PTO bank in any way they choose when approved by a supervisor. This allows the employee to plan for the future and can help reduce unscheduled absences. The program is simple and easy to administer.

B) PTO Uses:

- 1) PTO may be used for **any approved** absence. A supervisor must approve scheduled or unscheduled absences before PTO can be utilized.

C) Requesting PTO time:

- 1) PTO time can be taken in no less than ¼ hour increments.
- 2) Scheduled absences (for example; medical appointments, trips, family functions, recreational activities) require prior written approval. Scheduled absence requests should be submitted for approval per department policy. Approvals for scheduled absences are at the supervisors' discretion based on the business needs of the department but will not be unreasonably withheld. In cases of duplicate requests for a scheduled absence outside an annual bidding process, approval will be on a first come first considered basis. For those department that follow an annual bidding process department seniority shall prevail.
- 3) Unscheduled absences (for example; emergencies or calling in before shift with illness/injury), approval must be requested as soon as possible but no later than the 15 minutes after the start of your shift.
- 4) All employees are important to the efficient operation of the department. Our work force is made up of skilled professionals, who put their talents together to make the department the best it can be. Unauthorized absences by any employee create disruption and hardship for all members of the department.
- 5) Unauthorized absences include two types:

- a. Excessive Use: Unauthorized absence is when PTO and CAT accounts are depleted (CAT account considered depleted for this unauthorized absence if CAT account is not accessible because of short absence) of after three (3) prior unauthorized absences (fourth occurrence not number of days) in the prior 12 months. For these types of unauthorized absences, the supervisor will follow progressive discipline (counseling, oral reprimand, written reprimand, suspension termination). Each occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline unless stale discipline, utilization of other benefits/programs as identified in Section I (Other Benefits/Programs) or other mitigating circumstances.
- b. Abandonment: Unauthorized absence is when employee fails to notify supervisor of an absence (for example: leaving work during assigned shift without notice/approval, failure to report to work without notice/approval, failure to follow-up/update supervisor of ongoing absence). These types of unauthorized absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).
- c. Unauthorized absences will be without pay.

D) Accrual Rates:

- 1) Any gaps in service will be treated as follows; if rehire/recalled within 18 months after a layoff and if 25% of CAT has not been paid out, CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a recall/rehire from layoff if prior service was at least five years and the recall/rehire was within three years of separation from City is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation.
- 2) Accrual rates are based on the following:
 - a. Vacation accruals for years of service
 - b. 192 hours of sick
- 3) Newly hired employees will start to earn PTO time at the rate of 14.40 hours per month and will be prorated if hired on or after the 15th of the month.
- 4) Employees separating from service after the 15th of the month will receive credit for the full month.
- 5) Employees must be in paid status for more than one-half (1/2) of their scheduled work days during the month in to earn credit for PTO time.
- 6) Employees working percentage time (permanent part-time) will accrue PTO time on a pro-rated basis.

- 7) Accrual of hours will occur bi-monthly on payroll dates (15th and last day of each month) as follows:

Years of Service	Per Payday	Per Month	Per Year	Maximum (2X Annual)
Less than 1 year	14.40	28.80	345.60	691.20
1 year but less than 2 years	14.60	29.20	350.40	700.80
2 years but less than 3 years	14.80	29.60	355.20	710.40
3 years but less than 4 years	15.00	30.00	360.00	720.00
4 years but less than 5 years	15.20	30.40	364.80	729.60
5 years but less than 10 years	16.00	32.00	384.00	768.00
10 years but less than 15 years	17.60	35.20	422.40	844.80
15 years but less than 20 years	19.20	38.40	460.80	921.60
20 years or more	20.80	41.60	499.20	998.40

E) **Cap/Maximum Accrual:**

- 1) PTO account balance cannot exceed two (2) times the annual accrual rate.
- 2) If the cap is exceeded and no leave is used or cashed out (see Section G - Annual PTO Cash Out/Incentives, leave will not be accrued for that pay period.

F) **CAT (Catastrophic) Account:**

- 1) The CAT account may be used in event of a covered illness (as defined by the City Policy Manual or labor contracts).
- 2) Employees who have a covered illness that will require them to be absent for longer than three (3) working days **per condition**, are required to contact their immediate supervisor and Human Resources to apply for FMLA or other benefits/conditions (including the CAT account) that may apply as a result of their time off. City of Sandpoint Human Resources may require a release to return to work for employee medical absences. The City shall comply with all provisions of the Family Medical Leave Act (FMLA).
- 3) Employees must first use a minimum of three (3) working days of PTO **per condition** before accessing their CAT account.

- 4) Employees are eligible to access and have a balance in their CAT account, will have the option of using CAT hours in lieu of PTO hours, once the three (3) working day minimum is set.
- 5) Employees with a recurring condition may use CAT hours in lieu of PTO hours upon approval of Human Resources.
- 6) CAT account is non-renewable and will be established at conversion only. Additional hours/days cannot be added. Once the CAT account is exhausted, it cannot be utilized again.

G) Annual PTO Cash Out / Incentives:

- 1) Employees must have five (5) years of continuous service in a benefitted position with the City of Sandpoint prior to their request for cash out.
- 2) Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 480 hours. The first year this cash out option may be exercised is 2019.
- 3) Cash out can only occur in March of each year.
- 4) Employees with direct compensation (wages, longevity, cell phone or other additional wage items) equal to or more than the current Social Security Old-Age Survivors and Disability Insurance (OASDI) benefit base, are not eligible for a PTO cash out in any form <http://www.socialsecurity.gov/OACT/COLA/cbb.html>. (See Attachment A).
- 5) Employees may cash out up to 72 hours per calendar year. Cash out is submitted in 1/4 hour increments.
- 6) Employees must take 72 hours PTO (upon implementation of first year 72 hours of vacation / PTO must be taken) within the 12 calendar months prior to request for cash out.
- 7) Employees may select their cash out in one of the two following methods:
 - a. Additional cash included in their paycheck.
 - b. Direct payment to their 457 Deferred Compensation Account.
- 8) Requests to cash out must be annually submitted in writing by January 31st of the year.

H) Separation from Service:

- 1) Upon separation from service for any reason other than retirement, employees will be cashed out at 100% of their PTO balance. Direct payment may be made as compensation, contribution to 457 Deferred Compensation Account or PERSI Choice.
- 2) Upon separation from service due to retirement, and employee has reached 55 years of age or older or has reached their applicable PERSI years of service, the employee will be cashed out at 100% of their PTO balance to a VEBA.

- 3) Upon separation from service for any reason, employees will be cashed out at 25% of their CAT balance (not to exceed \$5,000) to a VEBA.

I) **Other Benefits / Programs:**

1) Worker's Compensation:

- a. Employees will have the option of using CAT, PTO or leave without pay for approved Workman's Comp leaves in order to keep the employee whole as provided under the City of Sandpoint employee work policy.
- b. Employees must first use CAT time if it is available. If no CAT hours are available, PTO time or leave without pay may be used.
- c. Monthly income payment is determined by Worker's Comp. Contact Human Resources for information and requirements.

2) Family and Medical Leave Act (FMLA)

Employees who have a covered illness that will require them to be absent for three (3) working days or longer per condition, are required to contact Human Resources to apply for FMLA or other benefits/conditions (including the CAT account) that may apply as a result of their time off. The City of Sandpoint may require a release to return to work for employee medical absences.

3) Long-Term Disability (LTD)

Employees will be provided Long Term Disability coverage through the City. This is an employer paid benefit.

4) Short-Term Disability (STD)

The City provides its employees voluntary short-term disability coverage. Premium costs for this coverage are paid by the employee.

J) **Conversion from Current Plan to PTO:**

- 1) Conversion will occur as negotiated and adopted by the Sandpoint City Council.
- 2) Vacation hours will be converted hour for hour.
- 3) Sick leave from an employee's current balance will be credited up to 192 hours in the PTO bank. Remaining sick leave hours will be placed in a catastrophic (CAT) account.
- 4) If the combination of vacation, personal days and 192 hours of sick leave exceeds the PTO cap, excess PTO will be cash out down to the CAT.
- 5) Attachment B can be used to compute the converted PTO balance, CAT balance, and cash out amount.

ATTACHMENT B

**CITY OF SANDPOINT
PTO POLICY FIRE 2018**

PTO CONVERSION WORKSHEET – FIRE

Vacation Balance as of Conversion Date: _____ Hours

Sick Balance as of Conversion Date: _____ Hours

PTO BANK FORMULA:

Vacation Hours

Plus

*Sick Hours up to 192

Equals

Beginning PTO Balance

*If beginning balance of Sick Hours is less than 192 hours all hours are added to PTO. No CAT account is available.

CATASTROPHIC ACCOUNT FORMULA:

Sick Balance
Hours At
Conversion

Minus

Sick Hours to PTO Bank

Equals

Beginning CAT Account Balance

CASH OUT FORMULA:

PTO Balance

Minus

480
Minimum Required
Balance (480 hours)

Equals

Cash Out Hours Available

Cash Out Hours
Available up to
40 hours

Times

Current Hourly
Salary rate

Equals

Gross Cash Payout

**CITY OF SANDPOINT
PTO POLICY FIRE 2018**

REQUEST FOR FIRE ANNUAL PTO CASH OUT

MUST REMIT ANNUALLY BY JANUARY 31ST

Printed Name

Department

CASH OUT CALCULATIONS:

PTO Balance

Minus

480
Minimum Balance
Required

Equals

Cash Out Hours Available

Cash Out Hours
Available (not to
exceed 72 hours)

Times

Current Hourly Rate
Cannot exceed OASDI
base benefit table

Equals

Gross Cash Payout

Select one:

- Cash out included in paycheck
- Cash out one-time contribution to 457 Deferred Compensation

I hereby certify that I have taken, at least, 72 hours of PTO within the last 12-month period to qualify for the PTO Cash Out Program.

Signature

Date

FOR OFFICE USE ONLY –

Date of last cash out

Hourly rate (cannot exceed
OASDI base benefit table)

PTO Hours taken within last
12 months

Payroll Clerk Signature

Payroll Date

Date Verified

APPENDIX E

City of Sandpoint **Travel Policy**

I. PURPOSE

To establish guidelines for business travel.

II. SCOPE

All employees, volunteers and certain contractors traveling on City business.

III. POLICY

City of Sandpoint recognizes that out-of-town travel and related business expenses are an integral and necessary component of the operation of local business. This policy is intended to establish equitable standards, which will provide consistent and fair treatment to all employees who incur such expenses. The policy is also intended to establish and maintain effective controls over these expenses.

The City recognizes that all reasonable expenses incurred by employees on behalf of the City are reimbursable. This policy establishes guidelines for ground and air travel, lodging, meals and miscellaneous expenses that may be incurred while on City business. This policy also establishes guidelines for the approval of travel and the use of credit cards for travel.

1. APPLICABILITY

The City travel policies are applicable to the following personnel:

- a) All elected officials, appointed officials, employees and volunteers unless otherwise provided.
- b) At the department head or supervisor's discretion, contractors, including witnesses, unless specific contractual agreements state otherwise.

2. RESPONSIBILITIES

- a) Department heads and supervisors– These officials are primarily responsible for ensuring that any expenses incurred for travel are directly work related, obtained at the most economical price and are necessary for official City business. Prudent judgment is to be exercised in approving these costs.
- b) Travelers – A traveler on official business is expected to exercise the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person

would exercise if traveling on personal business. Excess costs, circuitous routes, delays, or luxury accommodations unnecessary or unjustified in the performance of official business travel are not considered acceptable as exercising prudence. Travelers are responsible for excess costs and any additional expenses incurred for personal preference or convenience.

3. DEFINITIONS

- a) Day – Travel regardless of location, without an overnight stay.
- b) Overnight – Travel outside of the City of Sandpoint with overnight stay.

4. TRAVEL FORMS

The prescribed travel form must be completed for all travel including local mileage reimbursement. Three forms are utilized; Vehicle Mileage Reimbursement Log, Travel Authorization and Travel Report.

- a) Vehicle Mileage Reimbursement Log – This report is used to reimburse all day travel that does not include per diem, registration or airline flights (only reimburses mileage). Mileage for day travel is documented with reimbursement on a monthly basis.
- b) Travel Authorization Form – This form is to authorize either day or overnight travel that includes more than just mileage.

The form is necessary to document:

- Trip profile
- Trip estimate
- Per Diem request
- Department head or supervisor authorization

- c) Travel Report Form – This report is to document the actual costs of the trip. The travel report number should be written on related documents and receipts. The number should also be the first reference in the line description of the payment voucher or travel card transactions.

5. AUTHORIZATION OF TRAVEL

Overnight travel and day travel with Per Diem must be approved in advance by a department head or supervisor. Department heads and supervisors travel must be approved by their supervisor. Elected officials do not need to receive authorization for travel, but must coordinate the processing through the City Administrator or Clerk.

- a) The cost of the trip will be estimated and submitted on a Travel Authorization Form to the employee's department head or supervisor prior to booking a component of the travel. This must be submitted 2 weeks prior to the departure travel date.
- b) For weekend or mandatory stay travel, a written comparison must account for all costs of the stay including lodging, meals, transportation, and overtime or compensatory time, if applicable. The written comparison must be attached to the submitted travel report.
 - 1) Weekend Stays – Department heads or supervisors can approve weekend stays if cost savings will be realized in total travel expenses.
 - 2) Mandatory Stay – If the travel exceeds one week and is required under your job requirements, you may return home during the trip at the City's expense only if a cost analysis shows a savings.
- c) If traveling internationally, notify the City Administrator with the anticipated travel dates and destination.
- d) Once travel is complete, the Travel Report Form, all receipts and paperwork must be submitted to Finance within five work days of the end of the trip.

6. CITY CREDIT CARDS

The City has credit cards which are used for certain travel expenses. Employees are restricted from using their own personal credit cards for travel. The exemption from this rule are: Volunteers, contractors or when travel by an employee is declared an emergency.

- a) Availability – Credit cards are issued through Finance. Application for the credit card must be approved by the City Administrator or department head.
- b) Allowable – Only travel expenses incurred while out of town can be charged to the credit cards.
- c) Personal Charges – Charges for personal expenses are not allowed on the City credit card. Any personal charges, such as movie rental or costs of an accompanying spouse, must be paid by the traveler at check out. Personal charges on the City's credit cards could lead to disciplinary action.

7. MILEAGE

Persons using government vehicles and passengers in any vehicle are not eligible to claim mileage expenses. The City will reimburse employees for mileage from City Hall to destination. Travelers and their department must abide by the Vehicle Use Policy.

- a) Rate – Mileage for business use of a personal auto will be reimbursed using the current IRS mileage rate. Generally, the rates are revised by the IRS at the beginning of each calendar year.
- b) Maximum – Reimbursement for mileage shall not exceed the round-trip coach airfare of a common carrier and other transportation costs.
- c) Distance – Mileage for necessary travel on city business will be paid based on an internet mapping tool measurement (example: Google Maps) from City Hall to the destination. This will need to be attached to the Travel Authorization Form.

8. TRANSPORTATION

The department head or supervisor is responsible to select the most practical and economical mode of transportation. Examples of factors which should be considered are cost of transportation, cost of traveler's time and scheduling requirements. If the traveler elects not to use the selected method of transportation, the traveler will be reimbursed only for the lower cost of the two modes. For example, if an employee elects to drive to Boise (\$158.50) rather than fly (\$135), then reimbursement will be the lesser of the two.

- a) Airfare
The most economical and reasonable airfare should be obtained. City of Sandpoint will not reimburse officials or employees for first class fare.
- b) Rental Cars
Employees shall request government rates and use the most economical and practical vehicle available. City employees while on official City business are provided vehicle insurance coverage through City insurance programs; decline additional insurance coverage offered by rental car companies, as well as prepaid fueling options.
- c) Taxi, Shuttle, Tolls and Other Transportation
The most economical mode of transportation should be obtained. Receipts are required. Tipping shall not exceed 15% of the cost of the service.

9. LODGING

Lodging includes the room rate and applicable taxes. The City is sales tax exempt. Complete the ST-104-HM (Sales Tax Exemption on Lodging Accommodations) and remit to the lodging establishment. Lodging does not include telephone, room service or other miscellaneous charges.

- a) Maximum Rates – While no maximum dollar limits are set, the cost of lodging must be reasonable. The determination of reasonableness is the responsibility of the city employee and the elected official, department head or designee. Reasonableness will be based on the circumstances of each city or locality, such as personal security,

convenient access to the meeting or conference site, and room availability. To ensure that lodging costs are reasonable, the following criteria shall apply:

- 1) The government lodging rate must be requested and used, if available.
 - 2) The conference lodging rate at the conference hotel is considered reasonable if a lower government rate is not available.
 - 3) The maximum reimbursable rate is the single occupancy rate, unless the double occupancy rate is the same rate.
 - 4) If lodging is reimbursed under a Federal grant, the traveler is required to adhere to the GSA (General Services Administration) <https://www.gsa.gov> maximum lodging rate, determined by the business destination.
- b) Sharing Rooms – Elected officials, appointed officials or city employees are not required to share rooms with other elected officials, appointed officials or city employees.
 - c) Receipts – actual lodging receipts must accompany the Travel Report submitted to the Finance Department.
 - d) Continental breakfast provided by a hotel is not considered a meal.

10. REGISTRATION

Registration includes the tuition of attending a conference or training course.

- a) A registration for or receipt must accompany the Travel Report submitted to the Finance Department.
- b) For trips receiving meals Per Diem, all meals included in the registration should be identified and excluded from the Per Diem request.

11. MEALS

Per Diem for Day and Overnight Trips – “Meals only” per diem allowance will be paid as an entitlement for trips.

- a) Per Diem will be paid using rates based upon the GSA (General Services Administration) <https://www.gsa.gov>. Per Diem is a set amount per day based on location.

When your travel is:		Your allowance is:
Less than 12 hours		*
More than 12 but less than 24		75% of the applicable M&IE rate
24 hours or more, on:	The day of departure	75% of the applicable M&IE rate
	Full days of travel	100% of the applicable M&IE rate
	The last day of travel	75% of the applicable M&IE rate

*May be entitled to a Per Diem meal reimbursement or actual meal cost reimbursement depending on the situation. These must be preapproved by the City Administrator or Director of Finance.

- b) Locale – Generally, the per diem rate is based upon the lodging location. However, if the conference or meeting is held in a higher per diem rate area than the traveler’s lodging, then the higher rate can be claimed. The traveler must attach sufficient documentation to the Travel Report to substantiate the location of the conference or meeting.
- c) City credit cards are not to be used for meals if Per Diem is received.
- d) Meals included with Registration - When the cost of a meal is included in the registration fee of a meeting or conference, the traveler cannot claim the Per Diem meal allowance. Reimbursement will not be made if the traveler chooses not to eat at the conference unless the traveler is unable to consume the furnished meal(s) because of medical requirements, religious beliefs or conducting other official business and unable to participate in the conference.
 - 1) Continental breakfast – When only a continental breakfast is served, reimbursement for breakfast will be provided.
 - 2) A Reception – If there is only a reception provided in the evening, reimbursement for dinner will be provided.
- e) Incidental expenses are part of the Per Diem and include:
 - 1) Fees and tips for porters, bellhops, hotel maids, stewards or stewardesses and other vessels. Note that tips are voluntary and based upon judgement; therefore tips exceeding the incidental expense allowance will not be reimbursed.
 - 2) Laundry and cleaning of pressing of clothing.
 - 3) Transportation between places of lodging and where meals are taken.
- f) Alaska, Hawaii, US Territories and Foreign – GSA only sets per diem rates for the 48 contiguous states. Rates for Alaska, Hawaii, US Territories and foreign countries are available from Accounts Payable in the Finance Office; please allow 2 days’ lead time to obtain the correct rates. The Canadian Goods and Services Tax are not refundable for business travel.

12. TRAVEL FOR OTHER AGENCIES

Occasionally, an employee will travel for another agency, association or board. The travel rules and reporting requirements vary according to how the expenditures are paid.

- a) If the other entity is paying all expenses directly, then no City Travel Report is required and the other agency's rates and rules prevail. It is the responsibility of the department to contact the Grants and Project Administrator; this type of travel reimbursement may be considered a grant.
- b) If the City advances any money (direct payments to vendor or charges on the City credit card), then a City Travel Report is required for all expenses. Any excess of deficit reverts to the City.
- c) The traveler's department is responsible for collecting the reimbursement due from the outside entity and remitting to Finance.

13. MISCELLANEOUS ALLOWED EXPENSES

Miscellaneous expenses related to official city business travel which are considered essential and reimbursable include, but are not limited to:

- a) Baggage carts when necessitated by physical limitations or when carrying excessive baggage or equipment for official city business.
- b) Baggage fees assessed by the airlines. The traveler is limited to one personal checked baggage when traveling up to ten days. When traveling over ten days, the traveler is allowed a second personal checked bag.
- c) Internet when free wireless is not available at the travel sight, if approved prior to travel and required as part of your job duties.

14. UNALLOWABLE EXPENSES

City of Sandpoint will not pay for or reimburse any employee for:

- a) Alcoholic beverages or drinks, except for undercover law enforcement officers;
- b) "Convenience item" including but not limited to early boarding, pre-assigned seats, additional leg room, blankets or pillows, GPS or prepaid fuel for rental cars;
- c) Expenses for accompanying spouses, partners, family members or friends;
- d) Parking or criminal fines incurred in using a vehicle except for undercover law enforcement officers.

15. DEPARTMENT AUDITING REQUIREMENTS

It is the responsibility of the department heads and supervisors to audit the travel forms thoroughly to ensure their completeness, correctness, and fiscal integrity. Audit procedures should include at a minimum:

- Travel duration does not exceed the trip requirements
- Area travel is reasonable considering travel destination
- Travel was properly authorized and purpose of the travel is shown
- Allowed meals included in the conference are not reimbursed in the Per Diem
- Unused prepaid travel (airfare, hotel) is tracked for future use
- Personal travel expenses (extended stay adjacent to city travel) is not included in total travel cost

Agreed to:
On Behalf of Local 2319:

On Behalf of CITY:

Michael Gow, Chair Date

Jennifer Stapleton, Chair Date

Kevin Amorebieta Date

Bill Aitken Date

Ethan Colby Date

Thomas Eddy Date

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

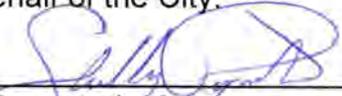
TITLE: SANDPOINT FIRE FIGHTERS LOCAL 2319 GROUP INSURANCE PLAN AGREEMENTS

WHEREAS: City Council adopted the Sandpoint Fire Fighters Local 2319, International Association of Fire Fighters, AFL-CIO, Collective Bargaining Agreement via Resolution No. 17-75 dated October 30, 2017;

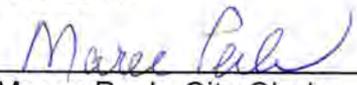
WHEREAS: Article 20 – Medical Insurance of the 2017-2020 Collective Bargaining Agreement provides that the City will contribute a flat rate of \$11,200 per employee per year to be used towards a group insurance plan to include medical, dental and vision coverage effective January 1, 2018 with the City and Local Union 2319 extending the group insurance coverage through the end of the 2018 fiscal year; and

WHEREAS: The Fire Fighters Local Union 2319 has selected III-A as their medical insurance provider effective October 1, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council approve the Joint Powers Agreement (JPA) and Declaration of Trust Idaho Independent Intergovernmental Authority (III-A), III-A Participation Agreement, Addendum to JPA with III-A Agreement and Supplemental Agreement to Local 2319 International Association of Fire Fighters (IAFF) 2017-2020 Collective Bargaining Agreement, copies of which are attached hereto and made a part of hereof as if fully incorporated herein and authorizes the Mayor to execute agreements on behalf of the City.



Shelby Rognstad, Mayor

ATTEST:


Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Eddy Motion	X			
2. Aitken	X			
3. Williamson	X			
4. Ruehle Second	X			
5. Aispuro	X			
6. Darling				X

**Supplemental Agreement
Between
The City of Sandpoint and Local 2319, IAFF**

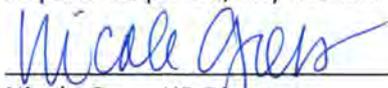
The City of Sandpoint and Local 2319 mutually agree to modify and extend ARTICLE 20 – MEDICAL INSURANCE of the current Collective Bargaining Agreement (CBA) as follows:

1. All terms and conditions of Articles 1 through 19, Articles 21 through 42, and Appendices A-D of the current CBA shall remain in full force and effect through September 30, 2020.
2. All terms and conditions of Article 20 shall extend beyond the end of the current CBA and remain in full force and effect through September 30, 2021.
3. The parties agree, as part of this contract extension to Article 20 only, that current medical insurance contributions of \$11,200 per year to each union employee of the City of Sandpoint to use towards a group insurance plan to include medical, dental and vision coverage shall be subject to negotiation after the current CBA expires on September 30, 2020.
4. The parties agree that the Joint Powers Agreement and Declaration of Trust with the Idaho Independent Intergovernmental Authority (III-A) shall become effective October 1, 2018.
5. The parties agree that all medical insurance plan administration and documentation shall be processed and submitted by the City of Sandpoint HR Director.
6. The parties agree that Local 2319 members shall have sole financial responsibility for any and all overage payments required by the Trust in the event the Local 2319 fund balance drops below the minimum funding amount required by the Trust or premium amounts exceed the amount agreed to in the CBA.
7. The parties agree that the City shall bear no financial responsibility for minimum Trust funding beyond the City's current medical insurance contribution of \$11,200 per year to each union employee.
8. This is the total and complete statement of the agreement.
9. This agreement shall take effect upon ratification by the membership of Local 2319 and the Sandpoint City Council.

For the City of Sandpoint:

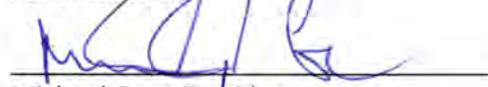


Jennifer Stapleton, City Administrator



Nicole Goes, HR Director

For Local 2319:

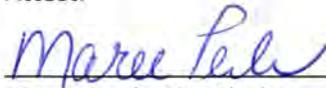


Michael Gow, President



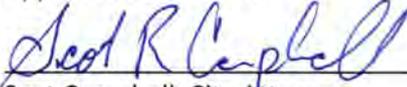
Kevin Amorebieta, Staff Representative

Attest:



Maree Peck, City Clerk

Approved as to form:



Scot Campbell, City Attorney

**JOINT POWERS AGREEMENT and
DECLARATION OF TRUST
Idaho Independent Intergovernmental Authority**

This AGREEMENT is entered into this ____ day of _____, 20__, for the purpose of facilitating the collective participation and negotiation of its members of health benefits coverage with vendors doing business in Idaho or through health benefit pooling.

I. RECITALS

WHEREAS, public entities are authorized to provide their officers and employees with health care benefits; and

WHEREAS, the undersigned, hereinafter designated as a "Member", is authorized by Idaho Code Section §67-2326 et seq. to enter into agreements with one or more public entities for the purpose of jointly exercising any power common to said public entities; and

WHEREAS, the Member, is authorized by Idaho Code Section §41-4101 et seq To provide for joint public agency self-funded health care programs; and

WHEREAS, the Member has been duly authorized by its respective governing body to enter into this Agreement with the Idaho Independent Intergovernmental Authority; and

WHEREAS, it is the intention of the Members to create an irrevocable trust fund for the purpose of funding health benefits for the benefit of the Members' employees pursuant to a joint public agency self-funded health care program.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the parties hereto as follows.

II. DEFINITIONS

"III-A" - The Idaho Independent Intergovernmental Authority, established pursuant to the statutes of this state by Joint Powers Agreements.

"III-A Plan" or "Plan" - The Idaho Independent Intergovernmental Authority Medical Plan, established pursuant to the statutes of this state

"Board" - The Board of Trustees of the III-A Plan which shall serve as Trustees as required by Idaho Code, Title 41, Chapter 41

"Members" - The political subdivisions, as defined in Idaho Code § 6-902(2), which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

"Joint Powers Agreement" or "Trust Agreement" - means and refers to this Agreement and Declaration of Trust wherein political subdivisions agree to participate in the offers of the III-A Plan as set forth by the Board, and any subsequent modifications or amendments thereto.

"Authority" means and refers to the Idaho Independent Intergovernmental Authority (also known as the III-A), a joint public agency self-funded health care plan operating pursuant to Idaho Code §§67-2326 et seq. and Chapter 41, Title 41, Idaho Code.

"Trustees" means and refers to the Trustees and their successors provided for in this Agreement

"Self-funded Plan" or "Plan" means the joint public agency plan established by the Joint Powers Agreement and documents relating thereto, and under which payment for medical, surgical, hospital, and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily

condition of an employee is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by a public agency employer, or by a public agency employer and the employees of the public agency, and not otherwise covered by insurance or contract with a health care service corporation, health maintenance organization, or similar other third party prepayment plan.

"Employee" means and refers to all persons who are eligible, full-time employees of Members except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Plan. The term "Employee" also includes retirees of Members, provided that such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

"Contract Administrator" or "Third Party Administrator (TPA)" refers to the entity designated by the Trustees to administer the Plan. Such Administrator is a fiduciary agent of the Trustees.

"Fund" means and refers to the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes and Trust set forth herein, and those things of value which comprise the corpus and additions to the Fund. The Fund is an irrevocable trust fund, which means the Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

"Member" means and refers to each public agency, as defined in Idaho Code §§67-2327 and 41-4102(9), that is a party to the Joint Powers Agreement.

"Member Contributions" means contributions made by each Member entity to the Fund for the Plan.

"Employee Contribution" means the contributions made by the Employees of the Members to said Fund.

"Plan Document" means the Joint Powers Agreement, any medical agreement, the administrative services agreement, or any other agreement entered into by the Board of Trustees, and the summary plan description, schedule(s) of benefits, and/or any other documents, brochures, pamphlets, working rules, policies, or any and all other documents produced in furtherance of the Plan.

"Executive Officer" means the individual that is the chief administrative official of the Member and has the power to hire and fire employees.

III. PARTIES

The parties to this Agreement shall be those public agencies which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

IV. PURPOSE AND COMMON POWER

The purpose sought to be achieved by the parties to this Agreement is the joint exercise of the powers conferred by Idaho Code Section §67-2326 et seq. and Idaho Code Section §41-4101 et seq. to provide officers and employees of Members with benefits in the most cost-effective manner possible while emphasizing quality, price stability and financial solvency. The Members will seek to accomplish this purpose through health benefit pooling, as authorized by Idaho Code Section §41-4101 et seq.

It is the intent of the Members of the III-A Plan to create an entity with unlimited duration which will administer a self-funded health care plan and use funds contributed by the Members to provide health care benefits to employees of the Member entities and their dependents, in accordance with this Agreement. It is also the intent of the Members to have the III-A Plan provides continuing stability and availability of needed coverages at reasonable costs. All income and assets of the III-A Plan shall be at all times held in Trust and dedicated to the benefit of its Members.

V **IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY**

By this Agreement there is created the Idaho Independent Intergovernmental Authority (hereinafter "Authority"), a separate public agency formed to carry out the purposes set forth above. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the respective parties hereto except as otherwise provided in this Agreement.

Participation in the III-A Plan shall be comprised of those political entities which have entered into this Agreement or any subsequent amendment to this Agreement by and through an individual duly authorized to execute this Agreement, and who have agreed to tender the appropriate contributions. Members agree to the admission of future Members in accordance with provisions of a Joint Powers Agreement and acknowledge that they have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed, annually or periodically, consistent with Board established policy terms, unless the provision for withdrawal, expulsion or termination are applied in compliance with the terms of this Agreement or adopted Board policy.

VI. NON-WAIVER

The Members of the III-A, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by law of the state of Idaho or the United States; provided however, this paragraph or any other terms as stated in this Joint Powers Agreement does not abrogate or waive in any way whatsoever the standards of conduct as to fiduciary responsibilities of the trustees either individually or collectively as the Board of Trustees as required under titles 41 and 68, Idaho Code or other applicable law.

VII. IRREVOCABLE TRUST FUND

Financial operations of the III-A are committed to the sound discretion of the Board of Trustees with the primary intent being the long term solvency of the program through the use of an irrevocable trust, said Trust Fund shall be actuarially sound, that its assets and income must be adequate under reasonable estimates for payment of all benefits promised to beneficiaries of the Plan. Contributions from Members shall be determined by the Board, considering, among other factors, risk exposure as determined by actuarial information, loss experience, net operating expenditures, costs of administering claims, and other appropriate or necessary costs.

The Fund is an irrevocable trust fund, which means the Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

The III-A Joint Powers Agreement establishes an Irrevocable Trust Fund which shall consist of funds the Board deems reasonably sufficient to annually produce the sum of money necessary to fund the current year benefit claims and claims expenses, provide for any stop loss insurance, excess insurance requirements, provide for fidelity bonds, other operating expenses, plus funds necessary to

meet the III-A Plan's obligation to satisfy the requirements of any regulatory authority. The Trust Fund shall be legally liable for payment of all applicable benefits stated in the statement or schedule of benefits in effect at the time a claim there under arises.

The name of this Trust is and shall be the "III-A Trust" and shall in all respects be governed by the laws of the State of Idaho and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

The express purpose and primary objectives of the Trust are:

- a. To establish and maintain a program of providing and maintaining health benefits for Employees of Members;
- b. To pay for costs of wellness programs designed to improve the health of employees;
- c. To pay for costs of administration and related expenses through self-funded programs;
- e. To reimburse the Trustees for any other expenses necessarily or properly incurred by them in the performance of their duties under this Trust Agreement; and
- f. To empower the Trustees to enter into contracts and provide such benefits through self-funding, and to place into effect and maintain the desirable Schedule of Benefits.

The foregoing expressions of purpose are not exhaustive and, in addition to other related objectives reasonably inferred from that list, that the Trust shall have such other objectives as may be lawful under Idaho law.

VIII. MEMBERSHIP DELEGATION

Each Member may appoint a delegate to represent it at the annual meeting of the Membership delegation. At this meeting, the Board shall report to the delegation and the delegation shall elect the Board of Trustees as provided herein. Each Member to this agreement may change its delegate at any

time provided that the Member gives the chairperson of the Authority's Board of Trustees written notice of the change prior to the first meeting at which each new delegate attends for the purpose of representing the Member. Each delegate is entitled to cast one vote on each action item at any duly constituted meeting of the delegation at which he or she is present.

A quorum shall consist of the presence of delegates representing fifteen percent of the Members, provided that a minimum of ten delegates must be present for the transaction of Authority business at a meeting of the delegation. However, in the event that there are less than twenty Members of the Authority, a quorum shall consist of the presence of delegates representing twenty-five percent of the Members, provided that a minimum of two delegates must be present for the transaction of Authority business at a meeting of the delegation. A vote of a majority of the Members present at any such annual meeting shall be sufficient to approve an action of the Membership Delegation.

IX. BOARD OF TRUSTEES OF AUTHORITY

This agreement shall be administered and contracts with vendors shall be executed by the Authority's Board of Trustees, hereinafter referred to as the "Board." The Membership of the Board of Trustees shall be as follows: the Board of Trustees shall consist of no more than eleven Members. Five Trustees shall be chosen based on the number of employees eligible for enrollment in the Authority's medical program for each Member. The five Members having the highest number of such eligible employees shall have a Trustee on the Board of Trustees. The Member shall submit the name of the prospective Trustee to the Membership at the annual meeting for ratification by a majority of the Members present at such annual meeting.

For the first two years following the formation of the Authority, the City of Ketchum shall be entitled to have a Trustee on the Board of Trustees. If the City of Ketchum qualifies for a Trustee position based on the number of employees, its Trustee position for the first two years shall be one of the five dedicated seats based on the number of employees. Otherwise its Trustee position shall be a member at large

Ninety days prior to the annual meeting of the Members, the Board shall verify the number of eligible employees for each Member in order to determine the five Members that are entitled to a Trustee on the Board of Trustees. Such Trustees shall hold seats numbered one through five on the Board of Trustees.

Five additional Trustees shall be elected from the delegation, provided that no Member shall have more than one Trustee on the Board of Trustees. The Board of Trustees shall appoint one additional Trustee. Such elected and appointed Trustees shall hold seats numbered six through eleven on the Board of Trustees.

Positions six through eleven on the Board of Trustees shall be staggered after the first term, which shall be for a period of one year. The Board of Trustees shall determine the length of the second term for positions six through eleven in order to stagger the terms. Thereafter, terms for positions numbered six through eleven shall be for a term of three years, and shall be staggered so that not more than two terms expire each year.

In the event that a trustee on the Board of Trustees resigns his position or is no longer able to serve, the Board shall appoint a delegate to fill the vacancy for the remainder of the term.

The executive officer of a Member cannot serve as a Trustee on the Board of Trustees. If a Trustee eventually holds an executive office, such Trustee shall be replaced with another representative of the Member.

X. MEETINGS OF THE MEMBERSHIP DELEGATION AND BOARD OF TRUSTEES

There shall be an annual meeting of the Membership delegation. The Board of Trustees shall meet at least once each quarter. Minutes shall be kept of all Board and delegation meetings by the secretary of the Board. A simple majority of the Board shall constitute a quorum for the transaction of business. Each delegate shall have one (1) vote at delegation meetings and each Trustee shall have one (1) vote at Trustee meetings. Delegates and Trustees must be present at the meeting to vote.

All meetings of the delegation and the Board shall be subject to the Idaho open meetings act (Idaho Code §67-2340 et seq.). The Board shall adopt rules and regulations for conducting delegation and Board meetings in conformity with the law.

XI. OFFICERS OF THE BOARD

The officers of the Board of Trustees shall consist of the chair, vice-chair and secretary. The chair shall be responsible for developing meeting agendas and conducting meetings.

The chair shall be authorized to make administrative decisions on behalf of the Authority subject to Board policies.

The vice-chair shall fulfill the chair's duties in his or her absence.

The secretary shall cause minutes of all meetings to be kept and shall, upon request, cause a copy of the minutes to be forwarded to any Member of the Authority. The secretary shall fulfill the duties of the chair and vice-chair in their absence.

For the first two years following the formation of the Authority, the City of Ketchum's

Trustee shall be entitled to hold the position of chair.

XII. POWERS AND DUTIES OF AUTHORITY BOARD OF TRUSTEES

A. Powers and Duties. The Trustees shall have all powers with regard to trust property granted by Idaho law on the date hereof, and, in addition, shall have the following specific powers:

- a. To hold, manage, care for and keep the Fund and collect the income and increments thereof, and keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned;
- b. To employ or hire such agents, attorneys, accountants, actuaries, Employees or other persons, and may lease premises and equipment, as may be necessary or desirable in administering the Fund and carrying out its purposes. The necessary and reasonable fees, salaries, wages, emoluments or compensation of any and all such persons shall be paid from the Fund;
- c. To sell, convey, transfer, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Members or Employees and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them, to the extent permitted by Idaho law (or Title 41, Chapter 41, Idaho Code);
- d. To pay any and all taxes of whatsoever nature the Fund is or may be obligated to pay, and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust;
- e. To borrow money for the purposes of the Trust and to give security therefor.

- f. To exchange property or securities for other property or securities;
- g. To vote, either in person or by proxy, any shares of stock held as part of the assets of the Trust;
- h. To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under no obligation to commence suit unless they shall first have been indemnified by the Members with respect to expenses or losses to which the Trust may be subjected through taking such action.
- i. To have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of and accomplishments of the objects and purposes of the Fund and this Trust and Trust Agreement in compliance with title 41, chapter 41, Idaho Code.

B. Authority of Trustees.

- a. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of self- funding by the Trust.
- b. Except as limited by law, a majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written

designation, any action approved by a majority of the Trustees shall be conclusively binding.

c. The Trustees may, subject to their discretion and the continuing right to change, obtain for the beneficiaries of the Trust, the forms of employee benefits.

d. All member and employee contributions must be deposited by the Trustees in the name of the Trust. All corpus or portions of the Fund not expended may be deposited by the Trustees in the name of the Trust in such depository or depositories or investments as the Trustees shall from time to time select, as authorized in writing, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Trust Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments permitted for investment of such funds pursuant to Idaho law

e. The Trustees may invest reserves required by Idaho Code §41-4110 and other funds available for the purposes of the Trust in investments authorized by Idaho Code §41-4109. All such investments shall be made and held in the name of the Trust Fund, and the interest and yield thereon shall inure to the account of the Trust Fund. No investment shall be made unless authorized in writing by the Trustees and so shown in the records of the Trust Fund. Any Trustee or other person who authorizes any investment of Trust Fund moneys in violation of Section 41-4109, Idaho Code, shall, in addition to other penalties provided under Idaho law, be liable for all loss suffered by

the Trust Fund on account of the investment. No investment made in violation of Section 41-4109, Idaho Code, shall constitute an "asset" in any determination of the financial condition of the Trust Fund.

f. The Trustees shall not receive compensation for their services rendered. The Trustees shall receive reimbursement for actual reasonable expenses incurred.

g. All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment and authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits

h. In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Member

i. The benefits to be provided hereunder shall be set forth in an Employee Booklet that shall be provided to each employee-beneficiary of the Plan clearly stating all benefits currently allowable under the Plan, together with all applicable restrictions, limitations, and exclusions, and the procedure for filing a claim of benefits.

j. The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of October of each year, and ending on the last day of September of the following year, provided that the first fiscal year of the Fund shall

begin on the date of registration with the State of Idaho and end on the last day of September, 2012. Any report required by law, city, county, State or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust for a period of not less than five (5) years. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and each Member after each audit or at other times when necessary. In addition to the audit required by this Section, the Trustees shall promptly make the books, records and accounts of the Plan and Trust Fund available to the Director of the Idaho Department of Insurance, and do all other things necessary to comply with the examination requirements of Idaho Code §41-4113.

k On an annual basis the Trustees shall contract for an actuarial study of all self-funded programs to establish reserve levels, set appropriate funding and contribution rates and ensure compliance with state and federal laws and regulations. The Trustees shall also contract with an actuary to ensure accurate quarterly reports, which shall be submitted to the Department of Insurance.

l The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligations and duties as set forth in this Trust Agreement, and such

rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. Provided such rules and regulations shall not conflict with any provision of this Agreement.

m. The Trustees shall procure dishonesty insurance policies or surety bonds for the Trust and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in the event shall meet the requirements as may be required, from time to time, by applicable United States or Idaho law, including Idaho Code §41-4114(3). Such bonds are to be obtained from a reputable fidelity or surety company or companies as the Trustees shall determine. Any such bonds or policies shall only be cancelled upon giving no less than thirty (30) days' written notice to the Trustees and to the Director of the Idaho Department of Insurance. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund.

n. The Trustees shall be required to execute annual conflict of interest disclosure statements, consistent with the requirements of Idaho Code §§41-223(1), 41-4115, and Title 68, Idaho Code. The Trustees shall also require its Contract Administrator, and other consultants to execute conflict of interest disclosure statements.

XII. FUNDS OF THE AUTHORITY

A. ESTABLISHMENT OF AUTHORITY FUNDS

The Board shall establish an irrevocable trust fund for the purpose of receipt of contributions, making claim payments, payment of stop loss premiums to insurers contracting with the Authority and

administrative expenses under the Authority's self-funded program(s). Revolving bank accounts may be established to facilitate payment of claims provided such accounts are established as irrevocable trust funds. Deposits to and withdrawals from these funds shall be made as provided herein. All money acquired by or belonging to the Authority shall be kept in said irrevocable trust funds and all funds of the Authority are fiduciary funds. Books and records of the Authority shall be open for inspection at all reasonable times. All records are public information and will be available upon request.

B. ANNUAL CONTRIBUTIONS

For each fiscal year commencing October 1, and ending September 30, each member to this Agreement shall contribute to the Authority an amount equal to the total estimated annual cost of its participation in the self-funded program of the Authority as calculated by the Board, paid in advance to the Authority in monthly installments based upon the number of employees enrolled in each program. All contributions shall be payable to the name of the Trust, and shall be paid in the manner and form determined by the Trustees. Contributions shall be deposited and disbursed from a trust fund created and existing under this Agreement between the Member and Board of Trustees. The purpose of this trust is to provide for the pooling of contributions for health care costs as described in Title 41, Chapter 41 of the Idaho Code. If employees are required to pay for any portion of the contribution, such payment shall be by regular periodic payroll deductions and shall be paid by the Member to the Trust Fund on a monthly basis, except as to contributions made by an employee during his absence from employment for such period as the Plan may reasonably provide.

Subject to the provisions providing for termination of this Agreement, all Contributions to the Trust shall be irrevocable, and under no circumstances shall any monies properly paid into the Trust,

or any part of the Trust, be recoverable by or payable to the Members or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

The Trustees shall arrange for the disbursement of benefits under the Plan through a Contract Administrator appointed by the Trustees.

Prior to payment to an Employee or his beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or any Member. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

No Employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the self-funded benefits procured or entered into pursuant to this Agreement. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, subject to the Employee's right to external review as provided in Idaho Code, Title 41, Chapter 59.

C. ADJUSTMENT OF CONTRIBUTIONS

During the course of each fiscal year covered by this Agreement, the Board shall review and determine whether contribution rates should be adjusted to reflect substantial changes in anticipated costs or other unforeseen events occurring after the commencement of the fiscal year. In the event the Board determines that an immediate change in contribution rates is required, the Board shall provide at least sixty days notice to Members before such change in contribution rate is effected.

D. CONTRIBUTIONS FOR FUTURE YEARS

For each fiscal year, the Board shall transmit to each party by no later than sixty days preceding the commencement of the new fiscal year the Member's contribution rates for such year. The contribution rates so projected shall constitute the limit of each party's annual liability for costs unless subsequently adjusted by the Board of Trustees as herein provided.

E. CONTRACT ADMINISTRATOR

1. The Board may appoint a Contract Administrator of the Authority.

(a) All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment under the self-funded benefit provisions of this Trust or checks for Board authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.

(b) In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Member.

(c) A separate fidelity bond shall be required for the Contract Administrator pursuant to Chapter 9, Title 41, Idaho Code.

(d) The Contract Administrator shall be a fiduciary agent of the Board of Trustees and the Trust.

XIII. LIABILITY OF BOARD

The Trustees of the III-A owe a duty to the beneficiaries of the Trust to comply with prudent investor rule set forth in Title 68, Chapter 5 of Idaho Code. Trustees shall invest and manage trust assets as a prudent investor would and Trustees must make reasonable efforts to verify facts relevant to the investment and management of trust assets. Provided Trustees comply with their fiduciary duties, they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, except with regard to liability as stated in Idaho Code §41-4109(5) or other violations of title 41, chapter 41, Idaho Code. No Trustee shall be liable for any action taken or omitted by any other Trustee. The assets of the III-A shall be used to defend and indemnify any Trustee, officer, or employee for actions by such person in good faith within the scope of his or her Authority for the III-A as public officials in the state of Idaho.

XIV. ELIGIBILITY FOR MEMBERSHIP

Any "public agency" as defined in Idaho Code Section §41-4102(9) (hereinafter "entity agency"), may be eligible for participation in the health care benefit programs established pursuant to this Agreement if, and only if, such public entity agency satisfies all of the following requirements:

- A. The public entity agency must be located within the State of Idaho.
- B. The public entity agency cannot be an agency of the state government.
- C. Written application for admission to the program must be filed with the Board by no less than sixty (60) days prior to the effective date of membership.

D. The application must be accompanied by a formal resolution of the governing body of such public entity/agency authorizing the inclusion of the entity/agency into this program. As the Board deems appropriate, additional information may be required.

E. The application must thereafter be ratified by a majority of the entire membership of the Trustees of the Board. The decision of the Board shall be final.

F. Following the determination specified in paragraph E hereof, the Board shall notify the applying entity/agency of the anticipated total contributions computed for the first year's participation by the entity/agency, which total shall include an additional assessment, in an amount recommended by the Board, constituting the applying entity/agency's share of accumulated reserves. The notice shall also inform the applying entity/agency of the amount of its first monthly payment. The applying entity/agency shall be deemed to be admitted to the Authority upon deposit of its first monthly payment and this assessment.

F. All eligible, full-time employees of Members must participate in programs offered by the Authority except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Authority. Retirees of the Members may also participate in Authority programs provided such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

XV. WITHDRAWAL BY MEMBER

A. NOTIFICATION

Any Member may elect to withdraw from Membership in the Authority and from participation in its programs effective September 30 of any year by giving written notice to the Authority by no later than July 1 of the same year. It shall be a condition precedent to the making of such an election that the Member has completed not less than three full fiscal years as a Member of the Authority immediately prior to the proposed effective date of its withdrawal. The notice of withdrawal shall consist of a resolution adopted by the governing body of the Member, expressly stating the party's intention to exercise its right hereunder to withdraw effective the next succeeding September 30.

A Member which withdraws without complying with the above paragraph will be subject to a penalty equal to the contributions paid or charged against the Member for the twelve (12) month period prior to the effective date of the Member's unauthorized withdrawal. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal. In the event that such penalty is determined to be a violation of Article VIII, Section 3, of the Idaho Constitution, such penalty shall not be assessed.

B. UNFUNDED LIABILITY

The Member must pay in full the amount of its proportionate share of any cumulative unfunded liability as determined by the Board. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal.

C. RE-ADMISSION

A Member which has withdrawn must be a non-Member for a period of two (2) complete program years and must apply for membership pursuant to Section XIII.

XVI. INVOLUNTARY TERMINATION OF MEMBER

The Authority may, if it deems such action necessary to achieve the purposes stated hereinabove, elect to terminate any Member's participation under this Agreement without that Member's consent. The terminated Member shall have the financial responsibilities expressed in Article XVIII.B. Such action may only be taken upon an affirmative vote of two-thirds of all the Members of the Board of Trustees followed by ninety (90) days' written notice to the party of its involuntary termination.

XVII. DISSOLUTION OF AUTHORITY

The term of this agreement is intended to be perpetual. The Authority may elect at any time to terminate its joint activities carried on pursuant to this Agreement. Such election to terminate shall not be effective unless authorized by duly adopted action of each of the governing bodies of at least three-fourths of the current Members and by written request of the Board of Trustees to the Director of the Idaho Department of Insurance and entry of his order terminating said Plan and Trust Fund in accordance with Section 41-4118, Idaho Code, or its subsequent equivalent.

In the event of termination of this Joint Powers Agreement such that the III-A is dissolved, all assets of said Plan and Trust Fund shall be liquidated, and such liquidation shall be conducted by the Board of Trustees under a plan of liquidation in writing filed with the Director of the Idaho

Department of Insurance and approved by the Director in accordance with section 41-4119, Idaho Code, or its subsequent equivalent.

XVIII. ACCESS TO EMPLOYEES

Members agree to cooperate with the Authority and with consultants of the Authority in coordinating access to Employees for the purpose of training, obtaining relevant information, completing required forms, etc. All necessary steps shall be taken to ensure that the Authority, its Trustees, and its consultants comply with HIPAA.

XIX. STOP LOSS PROVISION

An integral part of the Trust will be an aggregate stop loss and specific stop loss insurance. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Idaho, pursuant to the requirements of Idaho Code §41-4104.

XX. SEVERABILITY

In the event that any portion of this Agreement is hereafter found or declared to be void or otherwise rendered inoperative in any way, the remainder of this Agreement shall continue in full force and effect separate and apart from the portions so invalidated.

XXI. AUTHORITY TO AMEND AGREEMENT

The Board of Trustees shall have the authority to amend this Agreement by a three-fourths vote at a properly noticed meeting. In the event this Agreement is amended, the Authority shall first obtain authorization from the Department of Insurance.

XXII. VENDOR-CARRIER SELECTION

The selection of vendors and consultants for the Authority shall be at the sole discretion of the Board. Program offerings shall be at the sole discretion of the Board.

Approved by the agency's governing board on September 5, 2018

Jilly [Signature] Mayor
Agency Representative and Title

Attest:

Maree Peck
Clerk

Approved by the III-A Board of Trustees on _____, 20__

Rick Watkins, III-A Chairman

Attest:

III-A Executive Director



Idaho Independent Intergovernmental Authority

PARTICIPATION AGREEMENT

Idaho Independent Intergovernmental Authority (III-A)

This Participation Agreement is between City of Sandpoint, hereinafter referred to as AGENCY, and the Idaho Independent Intergovernmental Authority (III-A) to secure the 3 year commitment to participate in III-A's employee benefits programs effective on _____

The AGENCY understands and agrees that its participation in the III-A is bound by the following:

1. Joint Powers Agreement and Declaration of Trust, a copy of which is attached hereto and incorporated by reference;
2. All contracts and/or policies of insurance entered into by the III-A which shall cover all eligible employees of III-A Member;
3. Any and all policies, rules and regulations pertaining to the administration of the III-A employee benefit programs, recognizing that any and all of these documents and rules may be amended from time to time; and
4. Any subsequent amendments to the "Joint Powers Agreement and Declaration of Trust", the contracts or policies of insurance entered into by the III-A, and any rules and regulations concerning the administration of the III-A employee benefit programs adopted by the Members of the Trust or the Trustees in accordance with the "Joint Powers Agreement and Declaration of Trust"

The AGENCY acknowledges and understands that:

1. The III-A is an irrevocable trust fund established for the purpose of funding employee benefit programs for the benefit of the III-A's Member's employees. As an irrevocable trust fund, the III-A Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. All funds of the Trust are fiduciary funds

2. Any Idaho public agency, except an agency of the Idaho state government, as defined in Idaho Code Section §41-4102(9) is eligible to participate in the III-A provided the eligible Idaho public agency complies with all the governing documents of the III-A, including all III-A rules and regulations and policies and procedures.
3. Participation in the III-A requires a consecutive three (3) year participation commitment. The withdrawal of a III-A Member from the III-A prior to the completion of three (3) consecutive years of participation shall be determined to be an Unauthorized Withdrawal.
4. Any III-A Member may withdraw from membership in the III-A and from participation in any III-A program effective on September 30 of any year by giving written notice to the III-A no later than July 1 of the same year. A Member's withdrawal from the III-A shall be classified as either an Authorized Withdrawal or an Unauthorized Withdrawal. The withdrawal of a III-A Member from the III-A at any time following the completion of the mandatory three (3) consecutive years of participation shall be determined to be an Authorized Withdrawal.
5. All III-A Members that withdraw from the III-A, as either an Authorized Withdrawal or as an Unauthorized Withdrawal, is financially responsible for all unfunded run-out claims and will be billed by the III-A for such unfunded run-out claims. All III-A Members that withdraw from the III-A as an Unauthorized Withdrawal is also be responsible for a financial penalty equal to the sum of contributions paid by or charged to the withdrawing III-A Member during the twelve (12) month period immediately prior to the date of the Unauthorized Withdrawal.
6. All eligible, full-time employees of III-A Member must participate in the III-A programs offered by the III-A Member. Employees that provide proof of other coverage that is considered to be primary coverage for the employee, even while the employee is covered under a III-A program, is allowed to waive coverage under the III-A program.
7. Retirees of a III-A Member are eligible for coverage. Elected Officials of a III-A Member are eligible for coverage. Surviving dependents of a deceased employee of a III-A Member are eligible for coverage.
8. The Board of Trustees shall have the responsibility and authority to manage the operations of the III-A. The Board of Trustees shall consist of no more than eleven (11) III-A Members. Five Trustees shall represent those III-A Members having the greatest number of employees eligible to enroll in a III-A program. Five additional Trustees shall be elected by the III-A Member Delegation. The Board of Trustees shall appoint the eleventh (11th) Trustee. The Officers of the Board of Trustees shall consist of the Chair, Vice-Chair and Secretary.

9. Contribution rates will be set annually for each benefit program by the Board of Trustees. All III-A Members are responsible for payment of the monthly contributions that are based on the rates so established for the III-A programs offered by the III-A Member. Payment of the monthly contributions are due on the first day of the month for the month of coverage. The total amount as shown on the monthly billing must be paid as billed.

10. If participation in the III-A occurs more than 30-days after the final rates are presented to the AGENCY by the III-A, the rates quoted are contingent upon agency confirming, to the best of their knowledge, that there have not been any significant changes in the health of any individual that will be enrolled in a III-A plan since the agency's completion of their original application to join the III-A. The AGENCY Representative's signature on this document will serve as said confirmation

IN WITNESS WHEREOF, the undersigned accepts all of the terms of the foregoing Participation Agreement and agrees to be bound by the same, and have affixed their signature as of the date indicated below.

City of Sandpoint
Agency's Name

By Shelby Regstad, Mayor
Agency Representative and Title

Printed Name Shelby Regstad

Date Signed 9/14/18

ADDENDUM TO AGREEMENT

ADDENDUM TO AGREEMENT, made and entered into this ____ day of _____, 20____, by and between Idaho Independent Intergovernmental Authority ("III-A") and City of Sandpoint, a public entity under I.C. § 67-2326 of the State of Idaho ("Member"),

WITNESSETH:

WHEREAS, the III-A Trust would like to offer participation with entities that provide fire and police protection to public entities;

WHEREAS, these entities may be empowered to engage in collective bargaining and therefore negotiate specific terms and conditions of employment, see, e.g. I.C. § 44-1801; and

WHEREAS, these entities desire to explore participating in the III-A; and,

WHEREAS, the III-A Trust Agreement ("JPA") may require a public entity to entirely participate in the III-A, such that an addendum is needed in order to include these groups; and,

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth and those set forth in the Agreement referred to above, the parties agree to amending the III-A JPA as follows:

SECTION 1: Section II "Definitions"

"Members" - The political subdivisions, as defined in Idaho Code § 6-902(2), which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto. Members also include Member (Collective Bargaining Eligible) groups that provide police or fire services to government entities that are eligible to participate in collective bargaining as a bargaining unit.

SECTION 2: Section IX "Board of Trustees of Authority", the following paragraphs shall be amended:

This agreement shall be administered and contracts with vendors shall be executed by the Authority's Board of Trustees, hereinafter referred to as the "Board." The Membership of the Board of Trustees shall be as follows: the Board of Trustees shall consist of no more than eleven Members. Five Trustees shall be chosen based on the number of employees eligible for enrollment in the Authority's medical program for each Member. The five Members having the highest number of such eligible employees shall have a Trustee on the Board of Trustees.; four Members and one Member (Collective Bargaining Eligible). The Member shall submit the name of the prospective Trustee to the Membership at the annual meeting for ratification by a majority of the Members present at such annual meeting.

~~For the first two years following the formation of the Authority, the City of Ketchum shall be entitled to have a Trustee on the Board of Trustees. If the City of Ketchum qualifies for a Trustee position based on the number of employees, its Trustee position for the first two years shall be one of the five dedicated seats based on the number of employees. Otherwise its Trustee position shall be a member at large.~~

IN WITNESS WHEREOF, the Member, and the III-A have hereunto caused their names to be subscribed as of the day and year herein first above written.

IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY

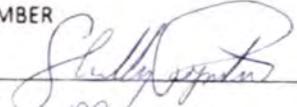
By _____

Rick Watkins, III A Chairman

ATTEST:

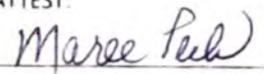
Amy Manning, III-A Executive Director

MEMBER

By 

Title: Mayor

ATTEST:



Title: City Clerk

No: 19-27
Date: May 1, 2019

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SANDPOINT AND LOCAL 2319, IAFF

WHEREAS: On October 30, 2017, via Resolution No. 17-75, City Council approved the Sandpoint Fire Fighters Local 2319, International Association of Fire Fighters, AFL-CIO, Collective Bargaining Agreement 2017-2020 ("CBA");

WHEREAS: On April 17, 2019, via Resolution No. 19-22, City Council approved the new City Personnel Policy, which includes the City's conversion from a semimonthly to a biweekly payroll system; and

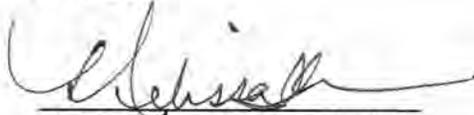
WHEREAS: This change required negotiation of an amendment to the CBA under Article 16 – Hours of Work.

NOW, THEREFORE, BE IT RESOLVED THAT: The Supplemental Agreement Between the City of Sandpoint and Local 2319, IAFF, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is approved, and the City Administrator and Human Resources Director are authorized to sign the Agreement on behalf of the City.



Shelby Rogstad, Mayor

ATTEST:



Melissa Ward, City Clerk

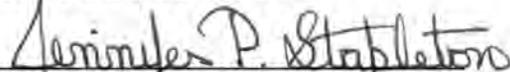
		YES	NO	ABSTAIN	ABSENT
1.	Eddy	Motion	X		
2.	Aitken		X		
3.	Williamson		X		
4.	Ruehle				X
5.	Aispuro		X		
6.	Darling	Second	X		

**Supplemental Agreement
Between
The City of Sandpoint and Local 2319, IAFF**

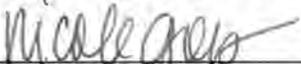
The City of Sandpoint and Local 2319 mutually agree to modify ARTICLE 16 – HOURS OF WORK of the current Collective Bargaining Agreement (CBA) as follows:

1. All terms and conditions of Articles 1 through 15, Articles 17 through 42, and Appendices A-E of the current CBA shall remain in full force and effect through September 30, 2020.
2. The parties agree, as part of this contract amendment to Article 16 only, that the time card will consist of a twenty-four (24) day pay period and salary shall be paid biweekly, with the first biweekly paycheck being issued on June 14, 2019.
3. The parties agree that all other provisions of Article 16 remain unchanged.
4. This is the total and complete statement of the agreement.
5. This agreement shall take effect upon ratification by the membership of Local 2319 and the Sandpoint City Council.

For the City of Sandpoint:

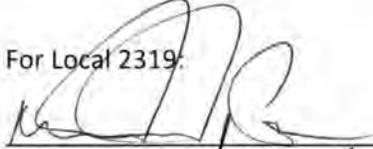


Jennifer Stapleton, City Administrator

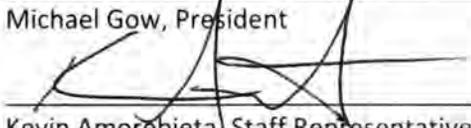


Nicole Goes, HR Director

For Local 2319:

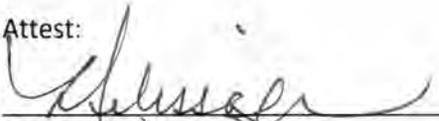


Michael Gow, President



Kevin Amorebieta, Staff Representative

Attest:



Melissa Ward, City Clerk