



CITY OF IDAHO FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #57

May 10, 2020 to May 8, 2021

AGREEMENT



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AGREEMENT

This Agreement made and executed this 14th day of May, 2020 by and between the City of Idaho Falls, hereinafter referred to as the "City" and IBEW Local Union No. 57 of the International Brotherhood of Electrical Workers, and affiliate of the AFL-CIO hereinafter referred to as the "IBEW" or "Union".

WITNESSETH:

That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time between the parties hereto, and to promote harmony and efficiency to the end that the City, the Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

ARTICLE I - PURPOSE

GENERAL USE OF AGREEMENT

1.1 The City is a Municipal Utility engaged in generating and distributing electric power and energy in the City of Idaho Falls, Idaho. The Union has been designated and selected by a majority of the employees of the City, working in the Electric Utility department, as their representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

1.2 The Union agrees that the employees covered by the Agreement, or any of them will not be called upon or permitted to cease or abstain from the continuous performance of duties pertaining to the positions held by them under the City, and the City agrees on its part to do nothing to provoke interruption of or to prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of the City's property; it is mutually agreed that any difference that may arise between the above parties shall be settled in the manner hereinafter provided.

1.3 It is mutually recognized that the interests of the City, the Union and the welfare of the general public require the continuous rendering of service by the City, and the parties hereto agree that recognition of such obligation of continuous service is imposed upon both the City and its employees, during the life of this Agreement.

1.4 The City, to facilitate the continuous performance of such service, agrees to meet with the Business Manager of the Union in reference to any matter coming within the scope of the Agreement, and agrees that it will cooperate with the Union in its effort to promote harmony and efficiency among all of the employees of the City. This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment must be reduced to writing, state the effective date of the amendment, and be executed in the same manner as in this Agreement.

1.5 The City agrees to employ persons without regard to race, color, national origin, religion, age, sex, disability, sexual orientation, gender identity/expression, or any other bases protected by law and the Union agrees to make membership available in the same terms.

ARTICLE II – GENERAL WORKING RULES

HOURS:

2.1 Eight consecutive hours (except time out for meals) shall constitute a normal day's work for the City. Hours of work shall be from 7:00 a.m. to 3:30 p.m. except where continuous shifts or emergencies require other hours. Dispatchers shall work twelve (12) hour shifts. Those schedules will be from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m., respectively. Other changes may be made by mutual agreement.

2.2 Five days (40 hours) shall constitute the normal workweek for all employees, the days following in sequence.

2.3 Employees working out of headquarters, office or shops shall travel from headquarters to headquarters, office-to-office or shop-to-shop on City time.

2.4 Whenever the nature of a particular service rendered by the City to the public necessitates continuous regular service, the City shall establish such regular workweeks and shifts as are deemed necessary and desirable to enable the City to render such service. Such change in shift shall occur with one-week notice, except in the case of an emergency situation, and shall extend for a duration of at least five (5) days. A minimum of sixteen hours off duty between shifts shall be allowed except in emergencies or where otherwise agreed to by both parties. Special shifts for a shorter duration, emergency situation, shall be subject to the overtime rules. When transferring employees from one shift to another, no loss in regular pay shall result. When the City changes an employee's shift schedule, the first day of the new shift shall be one and one-half times the regular rate of pay. Employee(s) returning to their regular shift will be paid at the regular rate. This section does not apply to shift schedule changes to accommodate travel and training.

OVERTIME:

2.5 Overtime is the actual time worked by an employee other than his/her regular working hours. Overtime is to be computed on one-quarter (1/4) hour increments to the closest quarter hour.

2.6 Employees who are required to work in excess of eight (8) hours per day or forty (40) hours per week will be paid for all such overtime at a rate of one and one-half (1-1/2) times their regular rate, benefit time paid is considered the same as time worked.

2.7 Any employee coming within the classifications covered by this Agreement shall not be required to take time off during the regular working day to compensate for overtime worked or to be worked.

2.8 Overtime is to be distributed as equally as is practical among the employees in any classification of work where overtime is worked. If a call out list is in effect, overtime for call out is to be distributed equally as practical among employees on the call out list. Utility may average in employees moving to Tier 1 in or to be equitable to other Tier 1 employees that have been on the list during that period.

2.9 A list of employees working overtime shall be posted by Wednesday 11 a.m. following each pay period (Wednesday following timecard submittal) and be effective that Wednesday at 3:30 p.m. and shall show overtime hours worked for the month and cumulative total for the calendar year. The overtime list will consist of two (2) tiers. Tier 1 will consist of employees who prefer to be called for overtime. Tier 2 is for employees that prefer to be called last. Employees unavailable for callout on a temporary basis, longer than 24 hours for situations like; vacation or overnight travel out of area, sick, light duty, etc. are required to call Dispatch to be placed on unavailable status. Tier 1 and 2 employees are expected as a part of their job duties to respond to calls if they are physically eligible and able to respond to work. Unavailable can still be contacted if needed but response is optional.

2.10 Whenever an employee is called and required to physically report to work (unscheduled) outside his/her regular schedule the employee shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her regular base rate and overtime will begin at time of call. For call out that is completed without physically responding (phone, remote login, etc.) the employee shall receive a minimum of (30) minutes pay at one and one-half (1-1/2) times. It is understood that this provision does not apply in cases where the employee is held over beyond his/her scheduled quitting time or where he/she is called in and works through to his/her scheduled starting time.

2.11 For every quarter hour an employee is paid for overtime call after 11:00 p.m., including all paid mealtime, the employee may report to work one quarter hour after their regular starting time that day, time will be rounded to the nearest quarter hour. Any call out initiated two (2) hours or less before normal starting time will be viewed as a continuation. After working seven (7) hours after 11:00 p.m., the employee may take eight (8) hours that day off. Maximum rest period accrual is 8 hours. Employee will be subject to early call back or continuation if supervision deems it necessary. Employee continuing to work into their regular shift or called back to work before the expiration of their rest period will be paid their rest period and one and one half (1.5) times the rate until released from work.

2.12 All rest period time taken during an employee's regular shift will be paid at the employee's straight time rate. When the employee's rest period spans the normal lunch period, employee retains unpaid lunch period and lunch period time is not counted against remaining rest period. Employee shall take their rest period at the beginning of their regular shift, unless employee requests other time during regular shift and agreed to by their supervisor. This section does not apply to Dispatchers.

2.13 Employees who are scheduled for call out for one week beginning at 7:00 a.m. Monday. Such employee agrees to remain scheduled for call out until 7:00 a.m. on Tuesday if holiday falls on the last day of the call out week. When called, overtime will start at the time of the call and will end when the company vehicle is returned to the shop or home. Travel time only applies to call out not to continuation or scheduled work. Any work performed on call out exclusive of regular work hours will be paid at the rate of one and one-half (1-1/2) times the base rate. Employee scheduled for call out will

have the temporary foreman upgrade applied to their normal rate of pay for all overtime hours worked during that week. The employee scheduled for call out will be paid a minimum of 16 hours per week at their normal rate of pay plus the TF upgrade. The employee scheduled for call out is responsible for finding a replacement and notifying the Dispatcher if he/she cannot be available. Standby pay will be applied at two hours per day Monday through Friday and three hours per day on Saturday and Sunday and on holidays (excludes floating holiday). Any employee designating call out responsibility shall do so only after any in-progress calls have been completed including any additional calls that are initiated within that minimum call out period.

2.14 The Union agrees that it will not present or prosecute claims for overtime, including penalties, assessable under pertinent State or Federal laws, rules or regulations unless such claims are presented to the City within sixty (60) days after completion of the work for which such overtime has been performed.

2.15 In the event of unscheduled work that requires the response of personnel to work continuously for a period greater than five (5) hours, a meal will be provided to the crew. The meal will consist of either the delivery of food to the work site and appropriate downtime to eat the meal or the staff will be sent to a location to eat. The costs of extended outage meals will be paid directly by Idaho Falls Power. Additional meals after the initial five (5) hours will occur in five (5) hour intervals until the continuous work period is interrupted for the employee.

Meals will be reimbursed upon submittal of the receipt up to the following amounts and based upon these times: Breakfast 1:00 a.m. – 8:59 a.m, Lunch 9:00 a.m. – 4:59 p.m., Dinner 5:00 p.m. – 12:59 a.m.

Meal reimbursement rates are based upon the M&IE Total Per Diem Rates established by U.S. General Services Administration per the following breakdown: 23% breakfast, 29% lunch, and 48% dinner.

TRAVEL & TRAINING:

2.16 When employees are required to travel out of headquarters and be away overnight, their expenses will be paid by the City. The hours of work during the travel period will be consistent with the hours as set in the conference, meeting, or training the employee is attending. If the travel is not requested and required by the City as a condition of employment to maintain a certification or licensure, the employee will be compensated for their normal work day, up to eight hours, even on non-working days such as Saturday, Sunday and holidays, as well as regular work days.

2.17 Employees are required to follow the current City policy for travel. City shall pay licensing and continuing education or code classes for employees that are required to have an active certification or active state electrical license as a condition of their employment with the City. Prior approval from the City is needed for class, dates and locations. The license or certification will be kept current.

LEAVE OF ABSENCE AND TIME OFF:

2.18 With written approval of the General Manager, a maximum of six (6) months leave of absence may be granted to employees for reasons other than illness, provided they can be spared from duty. Employees on such leave of absence shall not be deemed to have forfeited seniority rights accrued prior to leave of absence.

2.19 Upon approval of the General Manager, an employee who requests time off may be granted such request if such time off will not inconvenience the operations of the City or increase its operating expenses. Such employee shall receive no compensation from the City for such time off.

HEALTH AND SAFETY:

2.20 The parties hereto agree to cooperate in using all reasonable means to eliminate conditions of danger to either the general public, the City, or its employees. Regular safety meetings shall be scheduled at least once a month and training sessions of at least eight (8) hours shall be held semiannually.

2.21 The City agrees to furnish all safety equipment, including the replacement of body belts, safety straps and climbers including pads and straps, FR clothing, first aid kits and gloves for climbers, as may be reasonably necessary for the health and safety of the employees, and the employees agree to use such equipment. The City will provide rain gear for outside people. The employees agree to observe such Safety Code Provisions as may be adopted.

2.22 The Union agrees on behalf of the employees that the provisions of the Safety Orders of the City will be observed together with any amendments thereto. The City and the Union agree to set up a safety committee to advise and recommend changes in safety rules and policies.

2.23 The City reserves the right to require physical examinations of its employees in accordance with its rules and regulations. Such examinations will include eye and ear examination. City required physical examinations will be at City expense.

2.24 Employees, on rotating shifts, returning from sick, accident, or other unscheduled absence must give at least eight (8) hours' notice before returning to work.

2.25 Employees who are absent from work for a period of more than six (6) months by reason of curtailment of employment or injuries incurred while on duty may be required by the City to pass the regular physical examination required at that time by the City for new employees.

2.26 Employees injured while on duty, shall be entitled upon recovery to return to their former position without loss of seniority provided he/she is physically and mentally qualified to return to work as determined by the City medical provider for work related injuries.

DEPARTMENTAL WORKING RULES:

2.27 The parties hereto agree to supplement this Agreement from time to time by formulating such

necessary working rules as are pertinent to the particular departments and operations of the City.

SHIFT OPERATION:

2.28 In providing for emergency relief for Dispatchers on shifts (as for example in case of illness) other employees from either rotating or regular shifts and who are not necessarily working the same schedule of hours as the employees relieved, may be transferred to the relief duty and shall receive no overtime therefore.

2.29 Dispatcher's days off, arrangements of shifts and rotation thereof shall be as mutually arranged by the parties.

APPRENTICES:

2.30 When advertising for apprentice positions, the City and Union will utilize a prescreening skills and aptitude process when available.

2.31 Before an apprentice may be classified as a journeyman, he/she shall first pass a competency-based exam as defined and agreed upon by the City and Union.

2.32 Apprentices do not follow City and non-apprentice travel, training and reimbursement policy for expenses and time paid in travel. Apprenticeship travel costs are per individual apprenticeships.

MUTUAL AID:

2.33 The City is sometimes called upon to provide crews and equipment to aid other utilities (host utility) in service restoration efforts under terms of an established Mutual Aid Agreement. In cases where the utility determines they have excess staff capacity in the area of need identified by the host utility and over the time identified by the host utility. A call for volunteers will be issued based on the trade best suited to meet the request from the host utility and based on the City's ability to send staff. Opportunities will be passed to IBEW employees based on the following eligibility to apply:

- a) Maintained their medical endorsement for their CDL.
- b) Do not have a scheduled vacation (unless the employee cancels their vacation).
- c) Do not have an active FMLA or Workers Compensation case.
 - i. Active FMLA case can be reviewed by Human Resources to determine whether the case is limiting.
- d) Have not been on light duty at any time three months prior to the call for volunteers.
- e) Do not have active disciplinary action (work improvement plan, suspension, final warning letter, administrative leave)

2.34 A random lottery of eligible volunteer names will be conducted to fill slots the City believes it can support.

2.35 Travel time will be paid per travel policy identified in the IBEW contract.

2.36 Meals will be reimbursed per travel policy, (per diem for breakfast, lunch, and dinner) when a meal is not provided by the host utility.

2.37 All hours worked while a City Union employee works under the City's Mutual Aid Agreement with another utility will be paid at one and a half times the rate of pay.

2.38 Employee is responsible for taking and returning with their own hand tools, shipping of tools will be coordinated.

2.39 When an employee has traveled 8 or more hours and has been deployed 14 consecutive calendar days for a mutual aid duty assignment, upon return the employee will be given one paid day off following the date of return.

2.40 Mutual Aid Assignments involve special circumstances, working in unfamiliar territory, under adverse conditions and in situations where employees may have to work on systems that use different design standards and equipment other than those used by the City. Moreover, the City has a responsibility for the safety of its employees assigned to such duty, and at the same time desires to retain qualified staff in sufficient numbers to maintain a high level of service to its customers.

ARTICLE III - EMPLOYMENT

GENERAL:

3.0 All employees will live within 25 road miles of the Idaho Falls Power headquarters as measured by Google Maps. As of May 14, 2017, any current employees outside that distance shall be grandfathered so long as they do not move any further than previously grandfathered. Grandfathered employees will not be able to take the trouble truck home without written permission by employer.

3.1 The supervision and control of all operations and the direction of all working forces, including the right to hire, to suspend or discharge for proper cause, or to transfer employees, or to relieve employees from duty because of lack of work, or for other legitimate reasons, are vested exclusively in the City. The City retains the right to exercise discipline in the interests of good service and the proper conduct of its business, provided that an employee or his/her representative and has been laid off, disciplined or discharged shall be advised of the reason or reasons for such action upon request, and shall be entitled to a hearing as hereinafter provided in Article V.

3.2 Employees hired for temporary employment who are fully qualified to perform the work required shall be paid not less than the regular rate established by this Agreement for the classification under which such employees are working. However, no employee shall be paid less than the regular rate for a period longer than four (4) workweeks.

PROMOTION & CHANGE OF EMPLOYMENT:

3.3 It is understood and agreed that in all cases of transfer, promotion, increase or decrease of personnel, or recall after layoff the following factors shall be considered, and where factors (2) and (3) are relatively equal, length of continuous service shall govern:

1. Length of continuous service.
2. Knowledge, training, ability, skill, adaptability, and efficiency.
3. Performance evaluations.

In the event there is disagreement as to the qualifications or qualifications are not known, the parties hereto may mutually agree to tests to determine such qualifications.

3.4 All vacancies and new positions shall be posted for a minimum of 5 working days.

3.5 In the event a reduction of forces is made in any department an employee shall be entitled to transfer by displacing the employee in the same classification who has the least City seniority. In the event such employee does not have sufficient City seniority to displace anyone in such classification he/she may displace the employee with the least City seniority in the next lower departmental classification for which he holds City seniority. Employees moving back on a job for which they are physically and mentally qualified but which they have not previously held shall be allowed reasonable time, not to exceed ninety (90) days, in which to break in on the new job. No employee shall be allowed to move up in grade because of a reduction in forces.

3.6 Exchange of jobs may be made by mutual agreement of the parties hereto.

3.7 In the event of a temporary curtailment in any station or department, the City reserves the right to transfer employees to other station or departments to do such work as may be available and suitable to their skills and experience, provided that no employee of longer City seniority may be displaced by an employee so transferred who has less City seniority.

3.8 The City agrees where possible to give reasonable notice to employees in advance of a layoff or transfer, and to make available for inspection the names of employees who are to be laid off.

3.9 Should employee fail within two (2) weeks after being notified to return or elect for any reason not to return to the City upon being notified that work in his/her former classification is available, his/her seniority shall thereupon cease and if later he/she returns to the City it shall be without either City or department seniority. Notice under this provision shall be by personal call or by mailing to last known address.

3.10 The city agrees that it will not contract any work which is customarily done by its regular employees, if as a result hereof, it would become necessary to lay off any such employees.

3.11 When an employee is transferred to any position in which the employee has had no previous experience, such employee shall be given a reasonable trial period, not exceeding ninety (90) calendar days, within which to qualify for such position, without any increase in pay for such break- in period.

UNION ACTIVITIES:

3.12 An employee who requests time off for Union activities in addition to regular time off shall be granted such request if such time off will not inconvenience the operations of the City or increase its operating expenses, provided further that such employee shall receive no compensation from the City for such time off.

3.13 An employee elected to office in the Union or an employee appointed for duties in the Union with the consent of the City, who is required to spend a part or all of his/her time in the employ of the Union, shall not lose his seniority with the City on account of time off for Union duties. On his/her return to work with the City such employee, if qualified, shall be returned to his/her original duties at the then prevailing wage scale for such position if such position then exists; otherwise, he/she shall be given such position as he may be qualified to fill.

3.14 The Union agrees that it will not contact or solicit employees of this City at times or under conditions which, in the judgment of the Superintendent or Department head in charge, will adversely affect or interfere with the efficient operations of the City.

3.15 Employees covered by this Agreement shall not be required to do work which properly comes under the jurisdiction of, and should be done by inside wiremen in localities where there is an inside or mixed Local Union chartered by the International Brotherhood of Electrical Workers. Nothing in this provision shall apply to trouble calls on consumer's premises or to any work on property owned by or operated by the City.

ARTICLE IV – WAGES & BENEFITS

WAGES:

4.1 During the term of this Agreement, the City agrees to pay wages to its employees at such rates and for such classification as are set forth in the attached exhibit "A" which by reference is incorporated herewith and made a part of this Agreement.

4.2 An employee placed on a temporary assignment at a higher wage classification for which employee is fully qualified shall receive the prevailing rate of pay for that classification for the entire period of assignment.

4.3 An employee will be upgraded to appropriate TF rate upon relieving a crew foreman (supervisor or lead), when materially performing the duties of such. Upgrade to TF will be by mutual agreement of the employee and foreman or superior.

4.4 When the City makes up a new crew someone will be designated as the Temporary Foreman

and will perform the duties of the foreman on the crew. A new crew is three (3) or more people with one of the three being the TF.

4.5 When the City makes up a new crew someone will be designated as the Temporary Foreman and will perform the duties of the foreman on the crew. A new crew is three (3) or more people with one of the three being the TF.

4.6 When an employee is transferred to a new classification with a higher pay schedule, he/she shall be transferred to the new schedule with a credit sufficient to place him/her on the bracket of the new pay schedule for his/her new classification one step higher than the bracket of the pay schedule of his/her former classification at the time of transfer, except in the apprentice classification. All apprentices will start on the first step of the apprentice schedule, except prior applicable experience and/or schooling credit may be granted at any time by the General Apprentice Committee with management approval.

BENEFITS:

4.7 Union Specific benefits that are different from City Policy:

- a) Holidays – Columbus Day is a work day in exchange for a floating holiday.

4.8 Benefits the Union agrees to follow City policy. In the event that the City proposes to change or does change policy pertaining to a benefit listed below the City will notify the Union of such changes as soon as practical. The Union has the option to accept the change or continue with the previous benefit as outlined in the City Personnel Policy Manual as of the execution date of this Agreement.

- f) Vacations
- g) Sick Leave
- h) Family Medical Leave
- i) Bereavement Leave
- j) Occupational Injury / Accident of Duty
- k) Military Leave
- l) Longevity Compensation

4.9 There are established for the employee various benefit plans of Group Life Insurance, Group Medical Insurance and Group Retirement Benefits. The provisions of these plans are described in the various plan's booklets. At least sixty (60) days prior to the time any change is made in these plans the City will consult with the Union regarding such changes.

4.10 The City will contribute to the LineCo payment (the IBEW insurance carrier) an amount equal to the average benefits payment based on what the City would pay if Union employees were on City benefits. Calculation is based upon each Union employees actual listed dependents on their Union plan. If there are multiple City plan choices the calculation is based upon the higher cost plan.. If the average premium is greater than LineCo the Union average difference will be placed in each employee's Health Reimbursement Account (HRA). If the City average premium is less than LineCo

then the employee will pay the difference through a premium contribution. One check will be sent by City to LineCo for the premium payment. For new hires, the premium contribution or HRA deposit will be effective the first of the month following the hiring date. City average cost - \$1542.78, Lineco - \$1470.30 = \$72.48 contribution to HRA accounts.

4.11 The City will transfer \$160 per employee, from their compensation per month towards a HRA with LineCo (the IBEW insurance carrier). For new hires, the HRA contribution will be effective the first of the month following the hiring date.

4.12 The City will contribute \$100 per month per eligible employee into a HRA to be used towards health and accident insurance premiums for bargaining unit employees after PERSI retirement from the City. Payment will be made for a period commencing upon employee's PERSI retirement to and until the date the employee reaches sixty- five (65) years of age or at the expiration of ten (10) years from the date of employee's PERSI retirement, whichever first occurs.

ARTICLE V – ADJUSTMENT AND ARBITRATION

5.1 Labor disputes or differences arising between the City and the Union, including differences or disputes as to the meaning, application or operation of any provisions of this Agreement, or differences referred to in the previous section, shall be settled in the manner herein provided, and the Union agrees that there shall be no quitting or suspension of work by any dispute or difference.

5.2 Meetings between the Union and City for the presentation of grievances hereunder shall be held upon five (5) days written notice from either party to the other, provided, however, that grievances pertaining to discharges or other matters which cannot reasonably be delayed shall be held at the earliest practicable time which can be arranged.

5.3 Grievances with respect to matters of promotion, demotion, discipline, layoff or discharge shall be presented within ten (10) days from the date of such promotion, demotion, discipline, layoff or discharge.

5.4 Should an employee have a complaint, the employee and steward shall discuss the complaint with the immediate supervisor. If the complaint is not resolved to the satisfaction of the employee, a written grievance may be filed, and adjusted as follows:

First: Between the Union and the superintendent of such employee in the department involved. The superintendent shall respond in writing and return to the employee or the union within 10 working days. The Union shall respond within 10 working days of receiving the Superintendent's response as to whether the response is unsatisfactory and elevate it to the General Manager.

Second: Between the Union and the General Manager. The General Manager shall respond in writing and return to the employee or the Union within ten (10) working days, with an extension of time allowed if mutually agreed to by both parties. The Union shall respond within 10 working days of receiving the GM's response as to whether the response is unsatisfactory and elevate it to the City.

Third: Between the Union and the City. Within ten working days after receipt of a request from the Union, the City shall respond to the Union's request for review. If the Union is dissatisfied with the City's response, it may request arbitration by delivering a written request for arbitration to the General Manager, within twenty-five working days after delivery of City's response to the Business of Local 57.

Fourth: In the event the Union request arbitration, the parties shall promptly submit a joint request for arbitration to the Federal Mediation and Conciliation Service (FMCS), including a request to furnish a list of seven (7) arbitrators, the Business Manager of Local 57 and the City Attorney will, in turn, strike a name from the list. After striking six names from the list, the remaining name shall be the arbitrator.

The award of the arbitrator shall be final and binding upon both parties and upon the employee(s) involved. The fees and expenses of the arbitrator, and any other expenses agreed to by the parties prior to the arbitration, shall be shared equally by the City and the Union. The arbitrator shall have the power and authority to arbitrate only those matters expressly covered by the terms of this Agreement and shall rule only on the issues jointly submitted in writing for arbitration. The arbitrator shall not have power to add to, alter or amend the terms of this Agreement.

ARTICLE VI

DURATION OF AGREEMENT:

6.1 This Agreement shall remain in full force from May 10, 2020 through May 8, 2021.

6.2 The parties hereto agree to hold joint conferences for the purpose of negotiating a new agreement or amendment with regard to wages, hours, working conditions and other matters of collective bargaining to take the place of or amend this Agreement. Either party desiring to amend the Agreement shall notify the other in writing of such intent at least sixty (60) days prior to the expiration of such Agreement. If either party desires an amendment within ten (10) days after the receipt of such notice, the parties shall agree on a day to exchange proposals and which will be mailed via certified mail, the substance thereof shall be contained in such notice.

6.3 The parties hereto agree that during such conferences and arbitration there shall be no cessation or stoppage of work, service or employment on the part of or at the instance of either party.

AGREEMENT DATED this 14th day of May, 2020

SIGNED BY:

CITY OF IDAHO FALLS

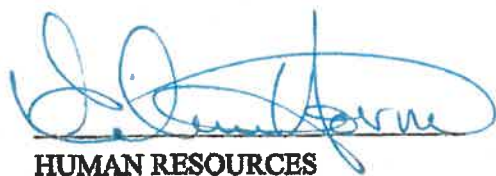
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 57


MAYOR


UNIT CHAIRMAN


IDAHO FALLS POWER


BUSINESS MANAGER


HUMAN RESOURCES

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

EXHIBIT A - MARKET BASED SCALE

1. Scale process will be in place until the expiration of the 2024 – 2025 agreement that will expire in May 2025.
2. Compensation scale will be based on the Milliman Northwest Utilities Salary and Wage Survey of All Participants – Base Compensation & Pay Ranges – Salary Structure column and recent job descriptions with minimum, midpoint, and maximum compensation levels being identified for each job classification.
3. The compensation scale will be spread into levels following this process:
 - a) Level #1 will be 97% of the minimum from the survey.
 - b) Level #4 will be midpoint from the survey.
 - c) Amounts between level #1 and #4 will be equal % interval increases unless identified below as an exception.
4. Exceptions to normal level settings
 - a) Utility Helper I level #1 is set at \$16.00 and will inflate annually with the rest of the scale and not be adjusted to a minimum survey value. Utility Helper II level #4 is set to midpoint in the survey of a Utility Helper. Levels between level one of Helper I and level 4 of Helper II are equal % intervals. This does not though imply that an employee that is a Utility Helper I would move to a Utility Helper II because they are different positions.
 - b) Apprentice Hydro Mechanic levels set to the same percentage decrease as between the Journeyman Lineman and Apprentice Lineman rate. When/if the position is regraded, this percentage will also be recalibrated again to match.
 - c) Working Foreman had .46 cents added to it to match the rate for current Non-Working Foreman. Spring of 2022, when each position is readjusted to market again this .46 cents will be removed and the position will go to midpoint of market.
 - d) Communication and Splicing Tech level #1 was set in 2019 to \$29.34 and will inflate annually with the rest of the scale. Level #3, #2, #1 are set to 10.23% decreases between each level instead of a market minimum. This was to create multiple job disciplines in a single scale.
 - e) Power Supply Dispatcher was a negotiated level that will only inflate annually. Position level can be renegotiated with changes in work.
5. Position and the study rate used to determine levels.
 - a) Lead Meter Tech – TF rate for Journey Lineman
 - b) Journey Meter Tech – Journey Lineman
 - c) Apprentice Meter Tech – Apprentice Lineman
 - d) Serviceman – TF Rate Journey Lineman
 - e) Journey Lineman – Journey Lineman
 - f) Apprentice Lineman – Apprentice Lineman
 - g) Electrician – Journey Lineman

- h) Substation Tech – Journey Lineman
 - i) Apprentice Substation Tech – Apprentice Lineman
 - j) Working Foreman – Working Foreman
 - k) Lead Communications Tech– TF rate for level #4 Communication and Splicing Tech.
 - l) Communication and Splicing Tech – Telecommunications/Splicing Technician midpoint for level 4. Then 10.23% decreases per level down to level 1.
 - m) System Dispatcher – Average of service dispatcher and transmission dispatcher
 - n) Power Supply Dispatcher – negotiated based upon power scheduler
 - o) Lead Hydro Mechanic – TF rate for Hydro Mechanic
 - p) Hydro Mechanic – Generation Plant Mechanic
 - q) Apprentice Hydro Mechanic – as stated in D2 above
 - r) Utility Helper Level I and II – as stated in D1 above
6. The scale will be industry wage inflation adjusted annually. The complete scale will be adjusted evenly for all categories using the average for union and non-union electric customer utilities of similar size to IFP as a benchmark from the Milliman survey.
7. Each position will be readjusted to market for their position in the survey for the third year of the agreement (2022 - 2023 agreement).
8. New employees to a position can be placed higher than level #1 with the approval of the General Manager, based upon their ability to immediately perform the job.
9. Employees over market after the scale readjustment in 2022-23 agreement will be frozen until wage inflation catches back up to their current wage.
10. Temporary Foreman or TF Upgrade is 109% of employee's normal hourly rate.
11. Dispatchers receive 102% of normal hourly rate for night shifts.
12. Movement between levels for any non-apprentice positions is 18 months unless employee entered that job discipline at the utility as an apprentice (at any level) then the time between levels is 12 months. Apprentices move through levels based upon completion of apprentice program levels/years.
13. Communications and Splicing Tech levels:
- a) Level #1 = Basic knowledge and understanding of utility construction.
 - b) Level #2 = Proficient at communications construction including: pole climbing, use of OTDR, troubleshooting, repair of network, able to respond to basic trouble calls independently.
 - c) Level #3 = Proficient at basic network functions and understanding of IFP defined networks including: AMI network, SCADA, FTTP, etc. Accurately apply splice documents to perform assigned duties. Independently maintain and build splice

enclosures. Respond independently to most trouble call.

- d) Level #4 = CompTIA Network + Certified and proficient at updating and maintaining splice documentation.

14. Scale:

POSITION	Level 1	Level 2	Level 3	Level 4
Lead Meter Tech				\$49.80
Journeyman Meter Tech	\$39.13	\$41.20	\$43.39	\$45.69
Serviceman				\$49.80
Journeyman Lineman	\$39.13	\$41.20	\$43.39	\$45.69
Electrician	\$39.13	\$41.20	\$43.39	\$45.69
Substation Tech	\$39.13	\$41.20	\$43.39	\$45.69
Apprentice Lineman, Substation & Meter	\$31.82	\$33.51	\$35.29	\$37.16
Working Foreman				\$53.33
Lead Communications Tech				\$44.13
Communications and Splicing Tech	\$30.22	\$33.31	\$36.72	\$40.48
System Dispatcher	\$40.46	\$42.84	\$45.36	\$47.58
Power Supply Dispatcher				\$54.73
Lead Hydro Mechanic				\$49.18
Hydro Mechanic	\$38.02	\$40.25	\$42.62	\$45.12
Apprentice Hydro Mechanic	\$31.42	\$33.09	\$34.85	\$36.70
Utility Helper I	\$16.48	\$17.61	\$18.82	\$20.11
Utility Helper II	\$21.48	\$22.95	\$24.52	\$26.20

2020 NEGOTIATIONS – SUMMARY

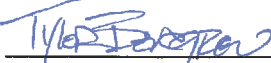
This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2019-2020 Contract Year beginning May 10, 2020 and ending May 8, 2021.

1. Amend 2.8 to add normal practice where we average in new entrants to the Tier 1 list so overtime is fairly allocated with someone new starting on the Tier 1.
2. Amend 2.9 to no longer require calling dispatch for short term unavailable, less than 24 hours, to take a callout.
3. 2.10 – Grammar fix & reference fix.
4. Amend 2.13 to be simply pays the most recent GSA rate for M&IE total, instead of the past GSA rate this will now be the most current rate as published. Google to see the rate.
5. 2.14 – Clarification of language to hopefully be more self-explanatory.
6. 2.15 – Clarification of language to hopefully be more self-explanatory.
7. 2.16 cleaned up to instead of relisting city policies as written we simply state the exceptions to policy. Union gets the ability to accept city policy changes within year or stick with old city policy for the remainder of that contract. All things post expiration of the existing contract is all negotiated regardless.
8. 2.30 healthcare benefit methodology changed again this year to be the average of what IFP would be paying if those employees were taking City benefits. Now it also gets set once now and not recalculated through the year as benefits costs change for each party.
9. 2.36 clarify that apprentices travel and training costs and process is not tied to the other employee's general training and travel process and policy.
10. 3.3 clarified and requires the already normal past practice of posting all positions for at least 5 working days internally.
11. 3.4-3.8 removed due to not necessary and already covered in 3.2.
12. 4.1 removed so union can get paid on the same days everyone else as we always did anyway.
13. 5.4 added that the employee needs to be involved in explaining the concern and working to resolve the issue.
14. 5.4 First clarified that when it is a formal grievance it is between the Union and IFP. The Union can bring and involve whomever they want in the process and steps from there.
15. 5.4 Fourth clarified that it would be the City Attorney that picks arbitrators for IFP.
16. Exhibit A – General clarification, cleanup and update scale per agreement.
17. General Other: The contract is going to get a general re-organization so things are easier to follow, new table of contents, move mutual aid into regular contract.

IBEW Local 57



Scott Long
Assistant Business Manager



Tyler Bergren
Unit Chairman

Idaho Falls Power



Bear Prairie
General Manager

Eilene Horne
Human Resources Analyst