



CITY OF IDAHO FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #57

May 12, 2019 to May 9, 2020

AGREEMENT



TABLE OF CONTENTS

ARTICLE I.....	1
ARTICLE II.....	2
HOURS.....	2
OVERTIME.....	2
EXPENSES:	4
UNION ACTIVITIES	7
LEAVE OF ABSENCE AND TIME OFF	8
HEALTH AND SAFETY.....	8
DEPARTMENTAL WORKING RULES	9
SHIFT OPERATION.....	9
APPRENTICES	10
ARTICLE III	10
EMPLOYMENT, PROMOTION AND DISCHARGE	10
BIDDING	11
ARTICLE IV	12
WAGES	12
ARTICLE V.....	13
ADJUSTMENT AND ARBITRATION	13
ARTICLE VI.....	15
EXHIBIT A	16
MARKET BASED SCALE.....	16
EXHIBIT B.....	19
VACATIONS (updated 11/21/2017)	19
RULES GOVERNING CONTINUOUS SERVICE	21
SICK LEAVE (updated 11/21/2017)	21
BEREAVEMENT LEAVE	24
FAMILY MEDICAL LEAVE.....	24
EXHIBIT C.....	26
OCCUPATIONAL INJURY/ACCIDENT ON DUTY	26
OCCUPATIONAL INJURY (updated 11/21/2017).....	26
EXHIBIT D	29
MUTUAL AID	29
EXHIBIT E.....	31
AMENDMENTS & VERBAL AGREEMENTS	31
PERSONAL CARE ACCOUNT.....	31
LOU – TRAVEL AND TRAINING	32

LETTER OF UNDERSTANDING – STANDBY LINEMAN AS SERVICEMAN	33
IDAHO FALLS POWER/IBEW LOCAL 57 2007 NEGOTIATIONS	68
IDAHO FALLS POWER/IBEW LOCAL 57 2015 NEGOTIATIONS	79
IDAHO FALLS POWER/IBEW LOCAL 57 2016 NEGOTIATIONS	80
IDAHO FALLS POWER/IBEW LOCAL 57 2017 NEGOTIATIONS	81
IDAHO FALLS POWER/IBEW LOCAL 57 2018 NEGOTIATIONS	82
IDAHO FALLS POWER/IBEW LOCAL 57 2019 NEGOTIATIONS – SUMMARY	84

AGREEMENT

This Agreement made and executed this th day of April, 2019 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

INTRODUCTION

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.

15 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:

21 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.

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

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

24 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:

25 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.

26 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.

27 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.

28 Overtime is to be distributed as equally as is practical among the employees employed in any classification of work where such overtime is worked. If a call out list is in effect, overtime for call out is to be distributed equally among those employees on the call out list.

29 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 still available for overtime but prefer to be called last. Employees can be unavailable for callout on a temporary short-term basis for situations like; vacation, sick, light duty, travel, etc. Employees 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. Unavailable can still be contacted if needed but response is optional.

2.10 (a) Whenever an employee is called 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. 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.

(b) For every quarter hour an employee is paid for overtime call after 11:00 p.m., including all paid meal time, 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.

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 supervisor. Section 2.11 (b) does not apply to Dispatchers.

2.11 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.

2.12 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.

2.13 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 and shall not exceed the Domestic Per Diem Rates established by the United States federal government. 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	\$12.00	1:00 a.m. to 8:59 a.m.
Lunch	\$15.00	9:00 a.m. to 4:59 p.m.
Dinner	\$24.00	5:00 p.m. to 12:59 a.m.

Meal rates established are based upon the Domestic Per Diem Rates established by the United States federal government and listed on the U.S. General Services Administration website. When the published rates are adjusted, the contract rates will be adjusted per the following breakdown: 23% breakfast, 29% lunch, and 48% dinner. If the contract rates are higher than the published per diem rate, the contract rates will remain. Rates will be reviewed in October and effective November 1 of each year.

EXPENSES:

2.14 When employees are required to travel out of headquarters and be away overnight, their expenses shall 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 required to maintain as a condition of employment, for example a certification or licensure, an 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.

2.15 (a) Any employee who is directed to use his/her personal car for City business shall be compensated for such use at the current City rate per mile or airfare, whichever is the lesser amount.

(b) Employees that are required to have a certification or state electrical license as a condition of employment those costs and the continuing education or code classes to keep them active, will be paid by the city. Prior approval from the City is needed for class, dates and locations. The license or certification will be kept current.

2.16 Benefits for the following:

(a) Holidays

1. Eleven (11) holidays will be observed annually. Holiday pay will be equal to the employees' regular work period. They are New Year's Day, Human Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, one floating holiday, and the following special holiday: The Monday preceding Christmas Day when the latter falls on Tuesday, or the Friday following Christmas Day when the latter falls on Thursday, or the Friday following Thanksgiving Day, but not both in the same year. President's Day will be observed the third Monday in February, Memorial Day will be observed the last Monday in May.
2. When a recognized holiday falls on a Saturday or Sunday or normal days off within an administrative work week, the nearest working day will be declared a holiday.
3. There will be no deduction in hourly pay for full time permanent or part-time permanent employees when one of the recognized or declared holidays falls within the basic or regular workweek.
- 4a. An employee who is regularly scheduled to work on a recognized or declared holiday in addition to regular pay will receive pay for hours worked at employee's base rate and for hours actually worked in excess of basic work day be paid at time and one-half his/her base rate for such excess.

4b. Employees who are called for emergency work on a holiday shall receive not less than two (2) hours at time and one-half (1-1/2) rate for such emergency call out, in addition to his/her regular holiday pay.

5. Holidays falling within vacation: When a recognized holiday(s) occur while an employee is on vacation he/she may take an additional day(s) vacation in lieu of the holiday(s).

(b) Vacations

Union agrees that during the term of this Agreement the vacation policy in section XV of the Personnel Policy will control, attached in Exhibit B.

(c) Sick Leave

Union agrees that during the term of this Agreement the sick policy in section XVII of the Personnel Policy will control, attached in Exhibit B.

(d) Family Medical Leave

In accordance with section XIX of the Personnel Policy, the City of Idaho Falls will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009. The City posts the mandatory FMLA Notice and upon hire provides all new employees with FMLA information as required by the U.S. Department of Labor (DOL). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If employees have any questions, concerns, or disputes with this policy, they should contact the Director of Human Resources.

(e) Bereavement Leave

Bereavement Leave for regular employees may be allowed at their base rate for a period not exceeding three (3) work days, for a death in their immediate family. The Division Director may authorize two (2) additional work days whenever, in the opinion of the Division Director, the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.

(f) Payment of Benefits

1. Only those reasons for absence as described shall entitle any employee to benefit payments.
2. The Sick Leave, Serious Sickness in Immediate Family and Death in Immediate Family benefits are separate and distinct. Absence due to one cause shall not be charged against the benefit period of the other except time off for serious sickness in immediate family and authorized travel time for death in immediate family will be charged against accumulated sick leave as provided in section 2.17(c)-(d).
3. Absence benefits for death in immediate family are not cumulative from one calendar year to another.
4. Vacation time may be used to extend sick leave, absence due to serious sickness in immediate family, or absence due to death in immediate family.
5. Absence with permission with pay. Absence not covered in this agreement may be approved by the Division Director; however, such absence with permission with pay

(AWPWP) will be recorded as such on the individual time sheet of employee being granted such leave.

(g) Occupational Injury/Accident on Duty

Union agrees that during the term of this Agreement the Occupational Injury/Accident on Duty policy in section XXII of the Personnel Policy will control, attached in Exhibit C.

(h) Military Leave

The City will comply with all aspects of the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA) and related City Personnel Policy.

(i) Longevity Compensation.

An employee after completing three (3) years, five (5) years, seven (7) years, nine (9) years, eleven (11) years and thirteen (13) years, twenty (20) years, and twenty –five (25) years of service shall receive the following longevity compensation payable the first pay period in November. Longevity will be paid on an ascending scale as follows:

Completed Years of Service

3 years	\$ 371.11
5 years	\$ 789.00
7 years	\$ 1,299.40
9 years	\$ 1,666.16
11 years	\$ 1,946.93
13 years	\$ 2,176.56
20 years	\$ 2,365.91
25 years	\$ 2,505.21

If an employee terminates, longevity will be prorated and based on anniversary date. Payment will be computed on the basis of the last complete month of service.

UNION ACTIVITIES:

2.17 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.

2.18 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.

2.19 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.

2.20 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.

LEAVE OF ABSENCE AND TIME OFF:

2.21 With written approval of the Department Head, 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.

2.22 Upon approval of his/her Department Head, 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:

2.23 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.

2.24 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.

2.25 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.

2.26 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.

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

228 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.

229 An employee of the City who is 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.

(a) 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.

(b) The City will contribute to the LineCo payment (the IBEW insurance carrier) an amount equal to the average premium paid by the City for the City employees on the City health care plan. City premium will match by month the contributions to LineCo. If the City average premium (as determined September 1st of each year) is greater than LineCo the 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.

(c) The City will transfer \$160 per employee, 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.

(d) 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.

DEPARTMENTAL WORKING RULES:

230 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:

231 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.

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

APPRENTICES:

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

234 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.

ARTICLE III

EMPLOYMENT, PROMOTION AND DISCHARGE

GENERAL:

30 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.

31 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.

32 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.

BIDDING:

33 All vacancies and new positions shall be filled by posting for bid. Bids for the position with the greatest seniority shall be chosen if qualified as set forth in 3.2.

34 Vacancies and new positions shall be posted for bid on all bulletin boards within ten (10) days after the vacancy or new position occurs. For the convenience of the City, temporary assignments may be made for a period of thirty (30) calendar days until bids are received and permanent assignments made.

35 An employee shall not be required to exercise his bidding seniority, and shall not sacrifice any future rights to bid on vacancies through failure to do so.

36 Name of person awarded the position open for bid shall be posted on bulletin boards within three (3) days after the appointment is made.

37 In the event no bids are received from the department in which the vacancy occurred, the City shall endeavor to fill such vacancy from some other department of the City.

38 It shall be the responsibility of the Personnel Department to distribute bids and awards of bids to a uniform list of locations in the City.

39 In the event a reduction of forces is made in any department:

1. 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.

2. 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.

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

3.11 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.

3.12 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.

3.13 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.

3.14 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.

ARTICLE IV

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 Paydays shall be every other Friday.

4.3 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.

4.4 (a) 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.

(b) 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.

(c) 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 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.

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.

ARTICLE V

ADJUSTMENT AND ARBITRATION:

5.1 Labor disputes or differences arising between the City and the Union and the employees of the City, 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 grievance committees to be selected by the Union and the various Department Heads of the 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 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 aggrieved employee or 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 Division Director.

Second: Between the Union and the Electric Division Director. The Electric Division Director 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 Director'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 Electric Division or the Director of Human Resources, 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 Director of Human Resources 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 12, 2019 through May 9, 2020.

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 _____th day of April, 2019

SIGNED BY:

CITY OF IDAHO FALLS INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 57

MAYOR UNIT CHAIRMAN

IDAHO FALLS POWER BUSINESS MANAGER

HUMAN RESOURCES

EXHIBIT A

MARKET BASED SCALE

- A. Scale process will be in place until the expiration of the 2024 – 2025 agreement that will expire in May 2025.
- B. 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.
- C. The compensation scale will be spread into levels following this process:
1. Level #1 will be 97% of the minimum from the survey.
 2. Level #4 will be midpoint from the survey.
 3. Amounts between level #1 and #4 will be equal % interval increases unless identified below as an exception.
- D. Exceptions to normal level settings
1. 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.
 2. Apprentice Hydro Mechanic position for the initial level was set at 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.
 3. Working Foreman had .46 cents added to it to match the rate for current Non-Working Foreman. After three years when each position is readjusted to market again this .46 cents will be removed and the position will go to midpoint of market.
 4. Communication and Splicing Tech level #1 was set 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.
 5. Power Supply Dispatcher was a negotiated level that will only inflate annually. Position level can be renegotiated with changes in work.
- E. Position and the study rate used to determine levels.
1. Lead Meter Tech – TF rate for Journey Lineman
 2. Journey Meter Tech – Journey Lineman
 3. Apprentice Meter Tech – Apprentice Lineman
 4. Serviceman – TF Rate Journey Lineman

5. Journey Lineman – Journey Lineman
6. Apprentice Lineman – Apprentice Lineman
7. Electrician – Journey Lineman
8. Substation Tech – Journey Lineman
9. Apprentice Substation Tech – Apprentice Lineman
10. Working Foreman – Working Foreman
11. Communications Tech Foreman – TF rate for level #4 Communication and Splicing Tech.
12. Communication and Splicing Tech – Telecommunications/Splicing Technician midpoint for level 4. Then 10.23% decreases per level down to level 1.
13. Dispatcher – Average of service dispatcher and transmission dispatcher
14. Power Supply Dispatcher – negotiated based upon power scheduler
15. Lead Hydro Mechanic – TF rate for Hydro Mechanic
16. Hydro Mechanic – Generation Plant Mechanic
17. Apprentice Hydro Mechanic – as stated in D2 above
18. Utility Helper Level I and II – as stated in D1 above

- F. 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.
- G. Each position will be readjusted to market for their position in the survey for the third year of the agreement (2022 - 2023 agreement).
- H. 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.
- I. Employees over market after the scale readjustment in 2022-23 agreement will be frozen until wage inflation catches back up to their current wage.
- J. Temporary Foreman or TF Upgrade is 109% of employee's normal hourly rate.
- K. Dispatchers receive 102% of normal hourly rate for night shifts.
- L. Movement between levels for any non-apprentice positions is 18 months unless you 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.
- M. Communications and Splicing Tech levels:
1. Level #1 = Basic knowledge and understanding of utility construction.
 2. Level #2 = Proficient at communications construction including: pole climbing, use of OTDR, troubleshooting, repair of network, able to respond to basic trouble calls independently.
 3. 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.

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

N. Scale:

POSITION	Level 1	Level 2	Level 3	Level 4
Lead Meter Tech				\$48.35
Journeyman Meter Tech	\$37.99	\$40.00	\$42.13	\$44.36
Serviceman				\$48.35
Journeyman Lineman	\$37.99	\$40.00	\$42.13	\$44.36
Electrician	\$37.99	\$40.00	\$42.13	\$44.36
Substation Tech	\$37.99	\$40.00	\$42.13	\$44.36
Apprentice Lineman, Substation & Meter	\$30.89	\$32.53	\$34.26	\$36.08
Working Foreman				\$51.78
Lead Communications Tech				\$42.84
Communications and Splicing Tech	\$29.34	\$32.34	\$35.65	\$39.30
Dispatcher	\$39.28	\$41.59	\$44.04	\$46.19
Power Supply Dispatcher				\$53.14
Lead Hydro Mechanic				\$47.75
Hydro Mechanic	\$36.91	\$39.08	\$41.38	\$43.81
Apprentice Hydro Mechanic	\$28.62	\$30.54	\$32.58	\$34.77
Utility Helper I	\$16.00	\$17.10	\$18.27	\$19.52
Utility Helper II	\$20.85	\$22.28	\$23.81	\$25.44

EXHIBIT B

VACATION & SICK LEAVE

XV. VACATIONS: (updated 11/21/2017)

- A. Calculation of Vacation. Regular employees will be eligible for paid vacation in accordance with the following schedule and according to Section X of this Personnel Policy. Accrued hours will be pro-rated for regular employees that work less than Full-Time:

Completed Years of Service	Vacation Hours	Days	Accrued Hours Per Pay Period
Date of Hire-4 years	140	17.5	5.38
5 years	160	20	6.15
10 years	180	22.5	6.92
15 years	220	27.5	8.46
20 or more	240	30	9.23

1. Maximum vacation accrual is 240 hours. The maximum eligibility for accumulated vacation pay at termination or retirement shall not exceed 240 hours or (30) days.
 2. Employees are not permitted to use more than 3 days of vacation after their last full week on the job.
- B. Scheduling of Vacation. Eligible employees may take their vacations in accordance with the following:
1. First Vacation: New employees shall become eligible for vacation following the first complete month of their employment without a break in service.
 2. Employees with a balance above 240 hours must request approval for rollover. Under extenuating circumstances and subject to recommendation from the Department Director, Director of Human Resources, and Director of Municipal Services and final approval from the Mayor, the excess amount (hours over 240), may be rolled over to the next year. If such request is approved, the overage amount must be used within the immediately succeeding year, after which no accrued vacation totals will exceed the 240-hour maximum.
 3. An employee returning to the employ of the City following a termination of employment for a period greater than ninety (90) days will re-enter the work force as a new employee with respect to vacation privileges and all other benefits described in this Policy.

- C. Minimum Amount of Leave. Vacation leave will be used in increments of fifteen (15) minutes.
- D. Pay During Vacations. Vacation pay shall be calculated in accordance with the employee's regular job classification rate and work schedule, exclusive of any shift differential where applicable.
- E. Pay in Lieu of Vacation in Event of Termination. An employee whose employment is terminated (whether voluntarily or involuntarily) and who is eligible for vacation benefits shall receive a lump-sum payment in lieu of such vacation. Vacation benefits will not exceed 240 hours (30) days.
- F. Voluntary Shared Leave Policy. An employee may donate vacation hours to benefit another employee who has or who will exhaust all leave time due to a serious illness or injury to the employee or immediate family member.
1. An employee requesting additional leave must exhaust all available leave (i.e., vacation, sick, comp time) before requesting donated leave.
 2. Upon approval, Human Resources will notify City employees of the need for donated hours.
 3. Donated vacation hours will be transferred on an hour-for-hour basis. Employees receiving donated hours will be paid for such hours based on their work schedule and their own base hourly rate.
 4. Maximum amount of donated leave an employee can use is 240 hours annually.
 5. Once a donation is made, it cannot be withdrawn. The requesting employee cannot carry unused donated hours forward. All unused donated hours will be returned to the donors.
 6. All donor names and contributions will be kept confidential.
- G. Grandfathering Clause: Vacation
1. The full balance of accrued vacation for each employee will be rolled forward effective January 1, 2018.
 2. Employees will continue to accrue vacation hours while reducing the carried over balances pursuant to this paragraph.
 3. Balances must be reduced down to 368 hours by December 31, 2018. Maximum vacation payout at separation for 2018 is 368 hours. For members of IAFF Local No. 1565, balances for day crew employees must be reduced down to 416 hours and balances for shift schedule employees must be reduced down to twenty-four (24) shifts by December 31, 2018. Maximum vacation payout at separation for 2018 is 416 hours for such day crew employees and twenty-four (24) shifts for such shift schedule employees.
 4. The maximum rollover January 1, 2019 will be 368 hours and balances must be used down to 240 hours by December 31, 2019. Maximum vacation payout at separation for

2019 and beyond will be 240 hours. For members of IAFF Local No. 1565, the maximum rollover January 1, 2019 for day crew employees will be 416 hours and will be twenty-four (24) shifts for shift schedule employees and such balances must be used down to 208 hours for day shift employees and twelve (12) shifts for shift schedule employees by December 31, 2019. Maximum vacation payout at separation for 2019 is 208 hours for such day crew employees and twelve (12) shifts for such shift schedule employees.

5. All grandfathering related to an employee's vacation totals will cease on December 31, 2019, after which the maximum number of hours allowed to accrue is 240 hours and, beginning January 1, 2020, vacation accrual shall be only pursuant to Section XV of this Policy.

XVI. RULES GOVERNING CONTINUOUS SERVICE:

Continuous service is an unbroken period of actual performance of assigned duties for the number of hours per week designated as the basic or regular work week for an employee's job classification, except that the following absences shall not be construed as a break in continuous service:

- A. Paid or unpaid absences due to personal sickness and sickness or death in family or absences which qualify for leave under the Family Medical Leave Act.
- B. Excused off-duty period without pay for fifteen (15) calendar days or less.
- C. Off-duty periods covered by the provisions of the Military Leave of Absence Policy.
- D. After one (1) year of continuous service, a layoff for lack of work which does not exceed ninety (90) days.

XVII. SICK LEAVE: (updated 11/21/2017)

A. Sick Leave Benefit.

Regular full-time employees will be eligible to accrue and use sick leave. The City recognizes that there are times when employees have health problems that require time away from work. An employee is allowed to use sick leave for:

1. Personal medical needs including:
 - Medical, dental, or optical examinations or treatments
 - Physical or mental illness, injury, pregnancy, childbirth, or adoption-related purposes
 - Possibly jeopardizing the health of others by his or her presence on the job because of exposure, as determined by a health care provider.
2. Care of an immediate family member
3. Bereavement

B. Sick Leave Accrual

Description	Accrued Hours Per Pay Period	Total Hours Per Year
Full-time employees	3.69	96
Part-time employees	1.85	48

1. Sick leave may accrue up to a maximum of 1,040 hours total.
2. Employees with five (5) or more years of service may choose to convert sick leave annually during open enrollment into a 457(b) deferred compensation plan, transfer hours to vacation hours, or cash out hours. A balance of at least 120 hours must be left in the employee's sick leave bank. Sick leave will be converted/cashed out at 33% of the employee's regular hourly rate of pay not to exceed a maximum of \$2,500.
3. If the employee meets the requirements for PERSI retirement, one-third (33%) of the sick leave balance is converted to an HRA VEBA plan upon retirement.
4. Upon the death of an active employee, sick leave benefits will be paid 100% to the employee's estate, in the form of cash.

C. Notification Requirements.

A department may require employees to request advanced approval for sick leave for their own medical, dental, or optical examination or treatment. To the extent possible, an employee may be required to request advanced approval for sick leave to attend to a family member receiving medical, dental, or optical examination or treatment, to care for a sick immediate family member or with a serious health condition, for bereavement purposes, and for adoption-related proceedings. If the employee complies with the department notification and medical evidence requirements, the department must grant sick leave.

D. Denial of Sick Leave.

For absences in excess of 3 days, a department may require a medical note. If the employee fails to provide the required medical note within 15 calendar days after the department's request, he or she is not entitled to sick leave. Any employee who is on Occupational Injury (OI) leave or on sick leave who is found to be working at another job, using sick leave for something other than recuperation from a qualifying illness or injury or otherwise abusing sick leave, is subject to immediate disciplinary action, up to and including dismissal.

E. Minimum Amount of Leave. Sick leave will be used in increments of fifteen-minutes.

F. Grandfathering Clause: Sick

1. Any employee who currently has more than 1,040 hours of sick leave accrued can choose to remain on the sick leave policy on or before November 21, 2017 (previous sick leave policy) or to move to the sick leave policy in effect adopted on or after November 21, 2017 (the new sick leave policy). If the employee chooses to stay on the previous sick leave policy, that employee will be subject to the previous sick leave policy guidelines (see #3 below), will continue to accrue sick hours and (if they meet the requirements for PERSI retirement), that employee's sick leave balance will be converted to an HRA VEBA at the employee's retirement.
2. Any employee who has over 940 hours of accrued sick leave under the previous sick leave policy can choose (only during December of 2017) to sell up to 96 hours of such accrued sick leave at 33% of the total number of accrued sick leave hours converted, and can continue to accrue sick leave during the first year of the policy change. Any employee who has accrued sick leave over 1,040 hours under the previous policy and chooses to be governed by the new policy will lose all accrued sick leave in excess of 1,040 hours and can also choose to sell up to 96 hours of accrued sick leave at 33% in order to continue to accrue this first year of the policy change.
3. Previous Sick Leave Policy
 - a. Definition of Qualifying Illness. Regular Employees will be granted sick leave whenever they are incapacitated due to qualifying illness, non-occupational injury or enforced quarantine. The term "qualifying illness" means any illness, disability, physical or mental, or impairment of any kind, including disability due to pregnancy or child birth, which (i) renders an employee substantially incapable of performing the essential functions of his or her job, or (ii) for which the healing process would be substantially impaired by the performance of such functions. Qualifying illness shall not include (i) physical or mental impairment voluntarily induced by the employee, including, but not limited to, impairment arising from illegal or immoral conduct, (ii) unjustified fighting,
(iii) illness or injuries suffered in or arising from military service or other gainful employment, (iv) injuries suffered while on excused or educational leave, and (v) impairment due to use of any intoxicating beverage or any controlled substance.
 - b. Serious Sickness in Family. Regular employees may be allowed leave with pay at their customary hourly rate on account of a serious illness of an emergency nature of a member of the employee's Immediate Family in accordance with the following provisions: Not to exceed three (3) work days at any one time, or ten percent (10%) of accumulated sick leave, whichever is greater. Such leave is to be deducted from accumulated sick leave Sickness In Family. Regular employees are allowed up to five (5) work days with pay per calendar year for Sickness in Immediate Family. Such leave is not cumulative and will be

deducted from accumulated sick leave.

- c. Death In Family. Regular employees may be allowed leave with pay at their base rate for a period not exceeding three (3) work days, when authorized by the Department Director, for death in their Immediate Family. The Department Director may authorize two (2) additional work days whenever, in the opinion of the Department Director the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.

XVIII. BEREAVEMENT LEAVE

- A. Bereavement Leave for regular employees may be allowed at their base rate for a period not exceeding three (3) work days, for a death in their immediate family. The Division Director may authorize two (2) additional work days whenever, in the opinion of the Division Director, the employee needs additional time to travel to and from his or her destination. Such additional travel time will be deducted from accumulated sick leave.

XIX. FAMILY MEDICAL LEAVE

- A. The City of Idaho Falls will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009. The City posts the mandatory FMLA Notice and upon hire provides all new employees with FMLA information as required by the U.S. Department of Labor (DOL). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If employees have any questions, concerns, or disputes with this policy, they should contact the Director of Human Resources.
- B. General Provisions. Under this policy, the City of Idaho Falls will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.
- C. Eligibility. To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:
 1. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered.

EXHIBIT C

OCCUPATIONAL INJURY/ACCIDENT ON DUTY

B. Regular employees may be required to have an annual physical examination by a City Physician for the purpose of determining their ability to perform the essential functions of their position.

XXII. OCCUPATIONAL INJURY: (updated 11/21/2017)

- A. If an employee is injured in the performance of his or her assigned duties, he or she must report such injury as soon as reasonably possible to his or her immediate Supervisor.
- B. The Supervisor will immediately report each injury verbally to the Department Director and give all particulars such as:
 - 1. Time and place.
 - 2. Exact cause and circumstances of injury.
 - 3. Witnesses.
 - 4. Nature and location of injury.
 - 5. Name of attending physician.

The Supervisor shall also complete a Supervisor Accident Report.

- C. The Department Director shall ensure the injured employee reports to the Division of Human Resources for purposes of completing the necessary reports to be forwarded to the insurance company carrying the Worker's Compensation and Liability Insurance Policy for the City of Idaho Falls.
- D. An employee receiving leave with pay due to occupational injury or disease under the City's Worker's Compensation insurance shall, during the period of such leave, receive Occupational Injury benefit which will equal the difference between his or her regular straight time wages, excluding shift differential, and his or her time loss workers compensation income. Such leave ("O.I. Leave") shall be limited to fifty (50) calendar days or a period equal to the employee's accrued Sick Leave, whichever is the greater, but in no event more than one hundred twenty (120) working days. As a condition for receipt of this benefit, employees authorize the Controller's office to deduct a sum equal to all workers compensation time loss benefits from related paychecks. Failure on the part of the employee to cooperate with the Controller's Office in making any necessary

adjustments for the proper processing of this benefit may result in the loss of further O.I. benefits and the deduction of such excess compensation from the employee's accumulated sick leave or vacation leave.

- E. Limitations. Occupational Injury benefits shall be used prior to Sick Leave benefits as describe in section XVII Sick Leave. Benefits under Occupational Injury will provide for leave equal to employee's accumulated eligibility up to one hundred twenty (120) workdays under sick leave without being charged against accumulated sick leave. O.I. (Occupational Injury) leave can be used only once for the same injury except in situations where serious complications arise after the employee has returned to work provided it is taken within one (1) year of the date of the initial injury. Exceptions may be granted with the approval of both the Department Director and the Division of Human Resources, only after consulting with the City Physician for a recommendation. Any exception granted under the O.I. policy shall be charged against the maximum O.I. benefit of the initial injury.
- F. Supplementation of Occupational Injury Benefit. The City may allow an employee who has used all Occupational Injury benefits to supplement his or her Worker's Compensation Benefit, by using accumulated sick leave/vacation benefits to supplement the difference between Worker's Compensation payments and the employee's regular salary. This extended benefit, if granted, shall terminate one (1) year following the initial accident or the expiration of sick leave/vacation benefits, whichever comes first. This benefit is provided upon the following conditions:
1. To use sick leave/vacation benefit to supplement Worker's Compensation, the employee must provide evidence of Worker's Compensation benefits received.
 2. The employee will be paid the difference in his or her salary the next pay period following proof of compensation.
 3. Total compensation not to exceed one hundred percent (100%) of employee's regular salary (Example: If Worker's Compensation pays employee sixty percent [60%] of regular salary, employee would use sick leave/ vacation benefit to make up additional forty percent [40%]).
 4. Employee will accrue benefits based upon the percentage that benefits are expended to maintain employee at one hundred percent (100%) salary (Example: If forty percent [40%] were used, the employee would only accrue forty percent [40%] benefits).
 5. Employee must, on a monthly basis, provide his or her Department Director, a written medical update and prognosis from the attending physician at no expense to the City.
 6. Employee must keep Department Director informed on a weekly basis of existing conditions and circumstances regarding extended leave.

7. The employee must provide an appropriate written release from the attending physician before employee is allowed to return to work. The City may require a release from the City Physician as well.

G. Conditions for O.I. Benefit. An employee who is eligible to receive O.I. leave may, as a condition for receipt of O.I. benefits, be required to report to work to perform portions of his or her job duties to the extent his or her physical condition does not impair his or her ability to safely perform such functions. When serious sickness in immediate family requires the employee to leave the job, he or she will be charged with sick leave in accordance with Paragraph XIX, FAMILY MEDICAL LEAVE.

EXHIBIT D

MUTUAL AID

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, opportunities will be passed to IBEW employees based on the following:

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. Employees will be eligible to apply if they have maintained their medical endorsement for their CDL, do not have a scheduled vacation (unless the employee cancels their vacation), do not have an active

FMLA or Workers Comp case, have not been on light duty at any time three months prior to the call for volunteers, and do not have active disciplinary action (work improvement plan, suspension, final warning letter, administrative leave). Active FMLA case can be reviewed by Human Resources to determine whether the case is limiting. A random lottery of eligible volunteer names will be conducted to fill slots the City believes it can support.

- Travel time will be paid per travel policy identified in the IBEW contract.
- Meals will be reimbursed per travel policy, (per diem for breakfast, lunch, and dinner) when a meal is not provided by the host utility.
- Compensation: 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.

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

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.

The parties recognize that 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.

EXHIBIT E

AMENDMENTS & VERBAL AGREEMENTS

Personal Care Account

April 23, 2007

When or if premium contribution to Medical/Dental Health and Welfare Plan are in excess of their necessary premiums the excess premium will go into the individual employee Personal Care Account.

By mutual agreement between the City and the Union, this Letter of Understanding may be modified during the term of the Labor Agreement.

Agreed to by:

s/s Byron Nielsen

s/s Jackie Flowers

LOU – TRAVEL AND TRAINING

April 2007

The City of Idaho Falls and IBEW, Local 57, hereby recognize that the union contract language related to travel and training was in place prior to the adoption of a City-wide travel and training policy. As such, the travel language in the contract shall prevail, with employees being compensated for travel time per the agreement.

Agreed to by:

s/s Byron Nielsen

s/s Jackie Flowers

IBEW Local 57

Idaho Falls Power

LETTER OF UNDERSTANDING – STANDBY LINEMAN AS SERVICEMAN

April 2015

The City of Idaho Falls and IBEW, Local 57, hereby agree that for a one-year trial period, the standby lineman will receive the Temporary Foreman rate for all hours worked as Serviceman during regular business hours. Further the City and IBEW agree that for those days that the standby lineman is working as a Serviceman the business hours will be 8:00 a.m. to 4:30 p.m.

Both parties understand that this arrangement can sunset by the end of the 2015-2016 contract period, May 14, 2016. Prior to that sunset date, this arrangement can be modified with a new letter of understanding upon agreement by both parties.

Agreed to by:

_____ <signed>

_____ <signed> IBEW Local 57

Idaho Falls Power

AMENDMENTS FOR VERBAL AGREEMENTS RESULTING FROM
1971 IBEW CONTRACT NEGOTIATIONS

ITEM 1: Regarding verbal agreements between the parties, i.e., the City representatives and IBEW representatives, it was agreed that time off with permission with pay would be recorded on the individual time sheets for use in computing fringe benefits. An approximation of two-tenths (.2) was used in fringe benefit calculation for the current 1971-1972 contract. This figure was arrived at by using UP&L Company averages. Hereafter, absence with pay by permission will be reflected on time sheets as mentioned if Personnel Policy changes are ratified by IBEW. (This amendment to Personnel Policy will be forthcoming).

ITEM 2: It was also verbally agreed at the time of negotiations that a clarification of Article 2.14 regarding meals would mean that if a man works two and one-half (2-1/2) hours straight through beyond his regularly scheduled shift, he would be provided a meal and time to eat the meal, and time will not exceed one (1) hour.

ITEM 3: It was agreed that Article 2.38 be amended to read: The General Apprentice Committee shall be made up, "as specified in requirements of apprenticeship standards," thus eliminating a specified number of members as was spelled out in contract which fell short of apprenticeship standards requirements.

TO: IBEW BUSINESS AGENT

SUBJECT: VERBAL AGREEMENTS PER 1973 IBEW LOCAL 57 NEGOTIATIONS

ITEM I: Upgrading of Working Foreman:

Working Foreman shall be upgraded to a Gang Foreman if he is supervising three (3) or more climbers for four or more hours. (Climbers shall include apprentices and journeyman linemen). Upgrade will be paid at end of pay period in which it is worked.

ITEM II: Meals:

The City has authorized the following eating establishments: Doc's Cafe, Westbank, LeBarons and the North Hiway Cafe.

Signed: Lester Bell IBEW Business Manager

Signed: G.S. Harrison, Manager Electric Light Division

TO: BOYD WOOD, IBEW UNIT CHAIRMAN

FROM: G.S. HARRISON, MANAGER - ELECTRIC DIVISION SUBJECT: PERSONNEL
POLICY - ARTICLE XXV (Jury Duty).

Enclosed are two copies of a recent personnel policy change. The unit may be interested in ratifying this change for inclusion in our working agreement.

Please respond to this proposal in writing at your earliest convenience.

Signed - G.S. Harrison

Enc.

ANSWER:

In answer to above proposal we are in agreement to include personnel policy Article XXV as is now written and approved by City Council December 18, 1975.

Signed - Boyd Wood, Unit Chairman

April 21, 1978 IBEW PROPOSAL

1. IBEW 20-hour stand-by guarantee converted to cash (\$0.12 hr.) for all employees (32), the 12 cents to be added to present rate and a 7.43% increase. Will provide contract language that insures lineman available at all time: Foremen may or may not stand-by, but if they do so; at lineman rate. All new electrical employees must live within 10 miles of the electric administration building. This agreement will not be retro-active to include employees who are on the payroll at the time of the agreement. It is the intent of the City that those employees presently employed who do not live outside the 10-mile limit will not be able to move outside the 10-mile limit. Those living outside the 10-mile limit shall not be permitted to reside beyond present radius.

2. The City will upgrade the following 12 men retroactive to January 1, 1978:

2 - apprentices

3 - gang foreman

3 - mechanics 1 - mechanical foreman

1 - electronics technician 2 - electricians

3. IBEW is agreeable to having journeyman meterman with the journeyman electrician state certificate, paid at journeyman electrician rate when performing duties related to that higher rate.

4. If Utah Power and Light Company re-evaluates and upgrades operators, the City will also consider such upgrades, but this upgrade consideration will only apply to the 4 operators.

5. IBEW understands the City expects a health and accident insurance premium increase October 1, 1978. After the rate increase has been established, but prior to October 1, the City and the IBEW will jointly review the insurance package.

It is understood that the City will not pay additional health and accident insurance premium cost.

AMENDMENTS FOR AGREEMENTS

RESULTING FROM 1981 IBEW CONTRACT NEGOTIATIONS

April 28, 1981

Article 4, Section 4.1

Adjust Schedule "A" to reflect a 10.5% increase for all classifications in the agreement to be effective May 3, 1981 to May 2, 1982. Apprentice rates will increase according to Article 2.43 of the agreement.

Change Dental Plan from Plan I to Plan IV. Blue Cross premium increase.
All items subject to Council approval.

If Utah Power & Light Company Journeyman classifications are upgraded this increase will be presented to Idaho Falls City Council at the date of upgrade with recommendation from Craig Lords, Steve Harrison, to consider upgrade for Idaho Falls Journeyman classifications.

Signed: G.S. Harrison, Manager Signed: Grant Gallup Electric Division Unit
Chairman

Signed: S. Craig Lords Signed: Byron Nielsen Personnel Director IBEW Asst. Business Mgr.

AMENDMENTS FOR AGREEMENTS

RESULTING FROM 1981 IBEW CONTRACT NEGOTIATIONS

April 28, 1981

The Union members agree to repay six (6) month premiums due to the City of Idaho Falls at a one-time charge of \$3,238.50. This amount will be paid as to the premium due according to what medical plan the employee is on.

This amount is to be paid by May 8, 1981 either by a one-time payroll deduction or a onetime personal check. Employee shall notify the City by May 4th as to how they are going to reimburse the City. All cash or check payments to be paid to Electric Light Secretary.

Signed: G.S. Harrison, Manager Signed: Grant Gallup Electric Division Manager Unit
Chairman

Signed: S. Craig Lords
Personnel Director

Signed: Byron Nielsen
IBEW Asst. Business Mgr.

IBEW-CITY OF IDAHO FALLS

WORKING AGREEMENT

April 29, 1983

On April 29, 1983, the IBEW and the CITY OF IDAHO FALLS agreed to the following amendment to the working agreement:

- | | | |
|----|-----------------------------|--------------|
| 1) | Wages | 4.0% |
| 2) | Longevity (\$100 additional | 0.4 |
| 3) | Health & Accident Increase | <u>0.635</u> |
| 4) | Package | 5.035% |

In addition, a 1 cent per hour increase in tool allowance was agreed to.

It was also agreed that the vacation day given up by the Union in 1982 would be returned.

Signed: G.S. Harrison Signed: T. Grant Gallup
ELECTRIC DIVISION MANAGER UNIT CHAIRMAN

Signed: S. Craig Lords Signed: Byron Nielsen
PERSONNEL DIRECTOR IBEW ASST. BUSINESS MGR.

Date: April 24, 1984

The City of Idaho Falls and IBEW Local 57 agree to the following contract changes for the 1984-1985 contract year.

- 1) 4% wage increase on all classifications.
- 2) City to pick up 0.95% + 0.88% H & A premium increase for the period Nov. 1, 1983 to Nov. 1, 1984. Any future increases in premiums on H 7 A coverage to be negotiated.
- 3) Change longevity schedule to:

After 3 yrs. of service	\$200 5 \$350
7	\$400
9	\$450
11	\$500
13	\$600

Signed: G.S. Harrison Signed: Karl Roth
Electric Division Manager Vice Unit Chairman

Signed: S. Craig Lords Signed: Byron Nielsen
Personnel Director IBEW Asst. Business Manager

1985 CITY/IBEW NEGOTIATIONS

April 24, 1985

The following items were agreed to between the City of Idaho Falls and IBEW Local #57, as a result of 1985 negotiations:

1. Lunch Hour:

Lunch hour will be changed from a one (1) hour to a one-half (1/2) hour lunch period to comply with daylight savings time.

2. Article 2.12:

Employee's scheduled for call out will be paid at working foreman rate for all hours worked.

3. Article 2.17(a):

Amend article 2.17(a) paragraph 4 to read:

An employee who is regularly scheduled to work ... and delete "is required".

4. Article 2.17(c):

Amend article 2.17(c) sick leave from 25% to 30%.

5. Longevity:

3 yrs. \$225 9 yrs. \$475

5 yrs. \$375 11 yrs. \$750

7 yrs. \$425 13 yrs. \$850

6. Wage Increase:

4% increase on all classifications, to be figured on tool rate. Also provide 2 cents per hour hand tools for Mechanical Maintenance Man and Mechanical Foreman.

Signed: G.S. Harrison Signed: T. Grant Gallup
Electric Division Manager Unit Chairman

Signed: S. Craig Lords Signed: Byron Nielsen

Personnel Director IBEW Asst. Business Manager

1986 CITY/IBEW NEGOTIATIONS

April 23, 1986

The following items were agreed to between the City of Idaho Falls and IBEW Local #57, as a result of 1986 negotiations:

1) Wage Increase:

3% increase on gross hourly rate for all classifications.

2) Blue Cross:

City will pick up Blue Cross increase from November 1985.

3) Sick Leave Conversion:

Amend Article 2.17(e) to provide sick leave conversion from 30% to 40%.

4) Holiday:

City and IBEW agree to change July 24th holiday to first Friday of August beginning calendar year 1987.

Signed: G.S. Harrison Signed: T. Grant Gallup
Electric Division Manager Unit Chairman - Local 57

Signed: S. Craig Lords Signed: Byron Nielsen
Municipal Services Director Asst. Business Manager - Local 57

1987 CITY/IBEW NEGOTIATIONS

April 23, 1987

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 87-88 contract year.

1. 1.46% increase of all classifications contained in Exhibit A.
2. \$30.00 increase on all longevity scales.
3. H & A premium increase of Nov. 1, 1986 charged at 0.225%.
4. Adjust journeyman meterman and associated apprentice rate to that of journeyman meterman with state electrical license, and eliminate state electrical license requirement.
5. Working foreman or journeyman will be upgraded to appropriate electrical, mechanical or gang foreman upon relieving a crew foreman or supervisor. When the City makes up a new crew, a journeyman or working foreman will be upgraded to the appropriate foreman schedule when supervising three (3) or more journeymen or apprentices. Working foreman rate will prevail when supervising less than three (3) journeymen or apprentices.
6. Add a third paragraph to Article IV section 4.3 as follows:

Whenever any temporary employee has been continuously employed for (6) months, the City will determine if position needs to be permanent or eliminated.

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: S. Craig Lords Signed: Byron Nielsen
Municipal Services Director Assistant Business Manager - Local 57

1988 CITY/IBEW NEGOTIATIONS

April 21, 1988

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 88-89 contract year.

1. 4% increase on base rate on all classifications contained in Exhibit A and Section 2.17j. All longevity scales to remain at current amounts. Also, provide \$.02/hr. for hand tools for all applicable classifications. The City will recalculate Exhibit A and provide to Unit Chairman for review.
2. City to pick up H&A premium increase from Nov. 1, 1987. Bargaining Unit to pick up any H&A premium increase on Nov. 1, 1988.
3. Modify the electronic apprentice schedule from 5 years to 4 years, to be identical to the apprentice lineman schedule.
4. Change the contract to reflect modification in AO policy, as discussed.

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: S. Craig Lords Signed: Byron Nielsen
Municipal Services Director Asst. Business Manager - Local 57

1989 City/IBEW Negotiations

May 5, 1989

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 89-90 contract year.

1. 4% increase on base rate on all classifications contained in Exhibit A and section 2.17j. All longevity scales to remain at current amounts.
2. City will pick up health, accident and dental premium increases that were effective November 1, 1988.
3. Bargaining Unit to pick up any health, accident and dental increase effective November 1, 1989. The union has the option of payroll deduction beginning with the November 89 premium or of owing the City the 6 months of Unit premium due and payable at the end of the contract period.
4. Include language for Serious Sickness and Sickness in family to read as currently written in Section XVI of the Personnel Policy.

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: S. Craig Lords Signed: Byron Nielsen
Municipal Services Director Asst. Business Manager - Local 57

1990 CITY/IBEW NEGOTIATIONS

May 4, 1990

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 90-91 contract year.

Wages 4.6% applied to wage & longevity

H&A/dental 3.6% Nov. 89 - Oct 90

Package 8.2%

Unit transfers to new carrier on/or before Jan. 1, 1991

City will transfer each year up to current plan cost (\$448.22 for family plan, \$357.03 two party, and \$160.37 single plan) per month to new carrier. Both parties recognize that the new H&A/dental premium may change in future years and the City agrees to pay such change up to a maximum plan rate of \$448.22/\$357.03/\$160.37, as appropriate.

All premium increases above the \$448.22 premium rate will be handled in the Unit negotiation.

If insurance premium is less than what Unit has paid for (\$341.07 family, etc.) per month then City will apply percentage difference to wages.

City will pick up November 1990 H&A/dental increase from November to Jan. 1, 1991 if a transfer is accomplished.

The union recognizes that if this proposal is accepted, they must have a carrier no later than Jan. 1, 1991.

Carrier to provide City in a timely manner with current H&A/dental premium information. City will provide all medical and dental claims history to new carrier.

City agrees to amend the contract AO provision in Sec. 217.H. para.4, to change 60 days to 75 days.

No other items contained in IBEW letter dated Feb. 27, 1990 will be considered.

Should the union not find a carrier, the bargaining unit will remain with City plan. To remain, the bargaining unit shall pay \$19,804.96, due Jan. 1, 1991, through either payroll withholding authorization or cash settlement. This represents a 6.4% package of \$.6% money and 1.8% H&A/dental benefits. Unit will pick up H&A increase from Nov. 1, 1990 through payroll deduction.

Payroll Deduction for \$19,804.96

Family \$55.42 per month 2 Party \$45.04 per month Single \$19.84 per month

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: Randy Allen Signed: Byron Nielsen
Personnel Administrator Asst. Business Manager Local 57

1991 CITY/IBEW NEGOTIATIONS

May 3, 1991

This letter represents the understanding of IBEW and City of Idaho Falls people regarding negotiations for the 91-92 contract year.

Wages 5.203 applied to wages only for all classifications Vacation 0.281 Two (2) additional days after 20 years service

Package 5.484

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: Randy Allen Signed: Byron Nielsen
Personnel Administrator Asst. Business Manager

1992 CITY/IBEW NEGOTIATIONS

April 30, 1992

This letter represents the understanding of the IBEW and the City of Idaho Falls regarding negotiations for the 92-93, and 94-95 contract years.

- A. Amend paragraph 2.12 to reflect change from working foreman to gang foreman. Eliminate working foreman from Exhibit "A".

Mileage paid for call outs will be limited to one way and a maximum of 10 miles. Eliminate 3-hour street light guarantee.

All call outs within original 2 hour call out period will be considered continuation.

- B. No change to holiday pay.
- C. No change to sick leave conversion.
- D. See F
- E. Attach 1991/92 Health & Accident addendum to back of contract.

The City will explore the possibility of establishing a health & accident plan for retirees.

F.	5/3/92-	5/2/93-	5/1/94
	<u>5/1/93</u>	<u>4/30/94</u>	<u>4/29/9</u>
			<u>5</u>
Wages/longevity	6%	4%	4%

Applied to all classifications/scales

Total Package 6% 4% 4% Add \$.10/hour for all levels of City Plant Operators in Exhibit "A".

- G. 3-year agreement.

Signed: G.S. Harrison Signed: David Lusk
Electric Division Manager Unit Chairman - Local 57

Signed: Randy Allen Signed: Byron Nielsen

Personnel Administrator Asst. Business Manager Local 57

AMENDMENTS TO AGREEMENT BETWEEN
CITY OF IDAHO FALLS AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION 57

The Agreement between the undersigned parties dated the 29th day of April 1992, as amended, is hereby further amended as follows: Said amendment to be effective the 3rd day of May 1992. Said agreement as herein amended shall remain in force from May 3, 1992 to April 29, 1995.

Amend all classifications on Exhibit "A" wage scale as attached hereto, to reflect: 1992-1993 - a 6% wage increase effective May 3, 1992.

1993-1994 - a 4% wage increase effective May 2, 1993.

1994-1995 - a 4% wage increase effective May 1, 1994. Agreement dated this 3rd day of May, 1992.

SIGNED BY:

CITY OF IDAHO FALLS INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 57

Thomas Campbell, Mayor Blaine A. Newman, Business Mgr.

G.S. Harrison, Manager Byron Nielsen, Asst. Business Mgr.

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

(Approved July 16, 1992)

J.J. Barry, President

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN IBEW LOCAL NO. 57
AND THE
CITY OF IDAHO FALLS, IDAHO

MEDICAL AND DENTAL BENEFITS

The City shall make monthly contributions to the Eighth District Electrical Benefit Fund on behalf of eligible employees and their eligible dependents for Medical and Dental Benefits for the twenty-nine (29) month period January 1, 1992 through May 31, 1994 in accordance with the following contribution schedule:

Classification	Monthly Contribution
Single	\$160.37
Two Party	357.03
Family	448.22

The City shall not be responsible for the day to day administration of the plans. All contracts if applicable, shall be issued to the Board of Trustees of the Eighth District Electrical Benefit Fund.

Contributions must be made to the Eighth District Electrical Benefit Fund on or before the tenth (10th) day of each month for which coverage is intended.

Signed: Melvin L. Erickson, 12/20/91 Signed: David Lusk, 12/24/91 Mayor Protem
Unit Chairman

Signed: G.S. Harrison, 12/20/91 Signed: Blaine Newman, 1/6/92 Electric Division Mgr.
Business Manager

Signed: S. Craig Lords, 12/20/91 Municipal Services Dir.

1995 CITY/IBEW NEGOTIATIONS

April 28, 1995

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 95-96, 96-97, and 97-98 contract years.

- A. Amend para. 2.1 to reflect regular working hours of 7:30 a.m. to 4:30 p.m. during standard time and 7:30 a.m. to 4:00 p.m. during daylight savings time.
- B. Amend para. 2.17(a) to delete "first Friday of August" and add one floating holiday.
- C. City will transfer the following amounts each month to the IBEW insurance carrier:

	<u>95-96</u>	<u>96-97</u>	<u>97-98</u>
Single	\$170.37	180.37	190.37
Two-party	367.03	377.03	387.03
Family	458.22	468.22	478.22

- D. The parties to this agreement agree to accept and abide by the "City of Idaho Falls Drug-Free Workplace Policy".

Prior to reasonable suspicion testing of any employee for drugs and/or alcohol when circumstances warrant, two or more management employees shall determine if reasonable suspicion exists to test employee. Written documentation shall be provided within 24 hours of such determination. This does not apply to random, pre-employment, post-accident, return-to-duty, or follow-up testing.

- E. Amend Exhibit A and the longevity schedule to reflect the following percentage increases:

	95-96	96-97	97-98
	2.5%	3.0%	3.0%

- F. Increase rate for City Plant Operators by \$.25/hr

- G. Three Year Agreement

Signed: Signed:

Mark Gendron Gary Wiles

Electric Division Mgr. Unit Chairman - Local #57

Signed: Signed:

Randy Allen Byron Nielsen

Personnel Administrator Asst. Business Manager Local #57

1998 CITY/IBEW NEGOTIATIONS

April 17, 1998

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 1998-99, 1999-2000, and 2000-01 contract years.

A. Amend Contract Section 2.17(b), 1b to change maximum carry over amount from 21 days to 23 days.

B. Amend Contract Section 5.4 under First step to change "immediate superior" to Superintendent" and under Second step to change "Department Head of the department involved" to "Electric Division Director". Parties agree to clarification under Third step that City shall be City official(s), other than Electric Division Director, appointed by the Mayor.

C. Amend Contract Section 2.12 to add standby compensation providing for 16 hours per week minimum, paid at the straight time base rate, with all overtime hours worked deducted from the 16-hour minimum. No change to the compensation for all overtime hours worked.

D. City will transfer the following amounts each month to the IBEW insurance carrier:

	1998-99	99-2000	2000-01
Single	\$190.37	\$200.37	\$210.37
Two-party	\$387.03	\$397.03	\$407.03
Family	\$478.22	\$488.22	\$498.22

E. Add classification of general laborer to Exhibit A under Generation, Distribution, and Metering, as follows:

	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.
General Laborer	\$11.00	\$11.25	\$11.50	\$11.75

F. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

	1998-99	99-2000	2000-01
	3.5%	2.5%	2.5%

G. Upgrade all distribution gang foremen and journeyman lineman classifications by \$0.05 per hour in 1999-2000. Adjust apprentice lineman wage accordingly as per

contract. Upgrade all remaining classifications by \$0.05 per hour in 2000-01. Adjust apprentice classifications accordingly.

H. 3-year contract.

Signed:

Mark Gendron Gary Wiles
Electric Division Mgr. Unit Chairman - Local #57

Randy Allen Byron Nielsen
Personnel Administrator Asst. Business Manager, Local #57

2001 CITY/IBEW NEGOTIATIONS

May 3, 2001

This letter represents the understanding of the IBEW Local 57 and the City of Idaho Falls regarding negotiations for the 2001-02, 2002-03, and 2003-04 Contract years.

A. With respect to the call out provisions of Section 2.12 of the Contract:

- 1. Apprenticeship training time worked will not be deducted from the sixteen (16) hour minimum.
- 2. Scheduled overtime declined by the call out employee will not be deducted from the sixteen (16) hour minimum.
- 3. This section will be applied to the mechanical maintenance men with the exception that the hours worked upgrade will be at the mechanical foreman rate.

B. The City will contribute \$100 per month per eligible employee to the Eighth District or current insurance provider at the time, 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.

C. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
3.5%	3.0%	3.0%

D. Establish the new classification Substation Foreman at the following rates from the 2000-01 Exhibit A:

First year: \$26.50 Second year: \$27.20 Fourth year: \$27.99 These rates are subject to the increases from C above.

E. Amend Contract to reflect three (3) year agreement.

F. Amend Section 5.4 of the Contract to add pre-grievance process language and to establish ten (10) day time limits for City replies for the first and second grievance steps.

- G. The IBEW Assistant Business Manager and Idaho Falls Power Director will execute the agreed to Meal Policy Memorandum of Understanding.

H. The City will transfer the following amounts each month to the IBEW insurance carrier:

2001-04

Single	\$210.37
Two-party	\$407.03
Family	\$498.22

Signed

Signed

Mark Gendron Scott Long
Idaho Falls Power Director Unit Chairman, Local #57

Signed

Byron Nielsen
Assistant Business Manager, Local #57

2004 IDAHO FALLS POWER / IBEW LOCAL 57 NEGOTIATIONS

May 4, 2004

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2004-05, 2005-06, and 2006-07 Contract Years beginning May 2, 2004 and ending April 28, 2007.

- A. REST PERIOD. Add new subsection to the Contract addressing rest period as follows:

Section 2.11 (b)

For every half hour an employee works after 12:00 a.m., including not more than one

(1) hour paid meal time, the employee may report to work one half hour after their regular starting time that day. After working seven hours after midnight the employee may take eight (8) hours that day off. Employee will be subject to early call back if supervision deems it necessary. Employee called back to work before the expiration of their rest period will be paid at 1½ time until released from work.

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 supervisor.

Section 2.11 (b) does not apply to plant operators.

The following examples are presented for clarification and are not to be included in the amended contract language:

- 1) If employee works six and one half (6½) hours after 12:00 a.m. the employee will report to work six and one half (6½) hours, plus lunch break, after their regular starting time.
- 2) If employee works until 1:00 a.m. and then is called out from 3:00 a.m. to 5:30 a.m. the employee will report to work three and one half (3½) hours after their regular starting time.

- B. STANDBY. Add a new sentence to Section 2.12 of the Contract immediately preceding the last sentence in the section as follows:

The overtime hours deduction will not reduce the 16-hour minimum below 8 hours.

- C. INSURANCE PAYMENTS. City will transfer the following amounts per employee each month to the IBEW insurance carrier:

2004-05	\$682.69
2005-06	\$768.49

2006-07 \$825.69

D. WAGES AND LONGEVITY. Amend Exhibit A wages and the longevity schedule to reflect the following increases:

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
7½ %	5 %	3 %

E. MEAL ALLOWANCE. Change the meal amounts in the Memorandum of Understanding dated May 3, 2001 to \$9.50 for breakfast, \$10.00 for lunch, and \$18.00 for dinner.

F. TEN MILE RULE ESTABLISHED IN 1978. It is agreed by the parties that all new bargaining unit employees shall reside no further than 20 miles from the Idaho Falls City limit. Existing Idaho Falls Power employees residing beyond the 20-mile limit are exempted from this rule except that should such exempted employee move to a new residence, such new residence shall be no farther from Idaho Falls. The ten-mile rule established in 1978 shall no longer apply.

G. GENERAL HOUSEKEEPING.

- 1) Section 2.17 (a) Holidays; subparagraph 1: add Human Rights Day.
- 2) Section 2.17 (b) Vacations; subparagraph 2.f.: change 21 days to 23 days.
- 3) Section 2.42. Apprentice percentages: Eliminate Fifth Year-92% Rate.

Agreed to by:

IBEW Local 57 Idaho Falls Power

(signed)	(signed)
Byron Nielsen	Mark Gendron
Business Manager	Manager

(signed)	(signed)
----------	----------

Scott Long Randy Allen

Unit Chairman Personnel Administrator

IDAHO FALLS POWER/IBEW LOCAL 57
2007 NEGOTIATIONS
April 27, 2007

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2007-08, 2008-09, and 2009-10 Contract Years beginning April 29 and ending May 2, 2010.

1. Amend Contract Section 2.5 establishing shift change criteria to include one week's notice for a minimum of one-week duration and to provide employees with shift change compensation.
2. Amend Contract Section 2.11 to begin the call out at the time of call. Amend Contract Section 2.11(b) to identify callouts occurring between 11 p.m. and two hours prior to scheduled work time as qualifying for rest period. Call outs occurring two hours or less before the regularly scheduled work day will be viewed as a continuation. If an employee is called back during their rest period, or asked to continue through their rest period, the rate of pay for that period will be two times the base rate.
3. Add Section 2.16(b) providing that the City will pay to keep certification or state electrical license active, including training, so long as it is a requirement of employment and prior approval on training is received.
4. Amend Contract Section 2.34 to include arrangements of shift and rotation thereof.
5. Delete Contract Section 2.36 (a).
6. Add Section 3.14 providing that 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.
7. Insurance Payments: The City will transfer the following amounts per employee each month to the IBEW insurance carrier:

Remainder of 2007	\$825.69
January 1, 2008	\$825.69
January 1, 2009	\$861.44
January 1, 2010	\$897.19

8. Amend Contract Exhibit "A"

1. WAGES AND LONGEVITY

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
3%	3%	3%

2. Add the following positions at the identified rates:

*Substation Technician (same as Journeyman Meterman/Lineman/Electrician) \$31.84

*Fiber Technician Level I (based off journeyman lineman rate)	1 st year	\$22.28
	2 nd year	\$22.88
	3 rd year	\$25.15
	4 th year	\$26.42
*Fiber Technician Level II (based off journeyman lineman rate)	\$29.29	

Establish a high voltage rubber glove rate for the following positions: Journeyman Lineman, Substation Foreman and Technician, Gang Foreman

3. Change “Maintenance Mechanic” to “Journeyman Mechanic”
4. Modify “*” note at the bottom to include “and \$0.06/hr for boot allowance.”
9. Amend Contract to include the City’s Shared Leave Policy
10. Memorandum of Agreement and Letters of Understanding
 1. Meal Policy
 - Increase compensation – Lunch \$11.00, Dinner \$19.00.
 - Rates will be determined by the domestic per diem rate for Bonneville County/Idaho Falls reviewed yearly – effective November.
 - When unscheduled overtime occurs before regular work hours, the City will provide compensation for a meal and one hour to eat the meal.
 - If employee fails to complete and submit meal reimbursement form, meal reimbursement will not occur.
 2. Vacation Policy
 3. Personal Care Account
 4. Travel and Training

Agreed to by:

IBEW Local 57

Idaho Falls Power

(signed)
Byron Nielsen
Business Manager

(signed)
Jackie Flowers
General Manager

(signed) _____
Bart Martin
Unit Chairman

(signed) _____
Randy Allen
Personnel Administrator

IDAHO FALLS POWER/IBEW LOCAL 57
2010 NEGOTIATIONS
April 29, 2010

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2010-2011 Contract Years beginning May 2, 2010 and ending May 1, 2011.

1. Amend Contract Section 2.5 to clarify language related to employees returning to their regular shift.
2. Amend Contract Section 2.12 to change call out guarantee 16-hour minimum hours at the appropriate foreman rate for overtime hours worked, reduced to 12 hours, and establish that 40-hour work week is to be paid at the regular rate.
3. Amend Section 2.14 to clarify meal payment for working two hours beyond and two hours before the shift.
4. Amend Section 2.17(a) to provide that holiday pay will be equal to regular work period.
5. Amend Section 2.17(b) to clarify that employees shall be eligible to use accrued vacation one month after date of hire.
6. Amend Section 2.17(j) to adopt the City's longevity compensation schedules, including adding a 20th and 25th year.
7. Amend Section 4.4 to upgrade a journeyman to the appropriate foreman rate when relieving a supervisor or when the City makes up a new crew with a journeyman supervising two or more journeyman.
8. Amend Section 5.4 to add timelines for grievance response and appeal procedures.
9. Amend Meals Memorandum Agreement with clarifying language for when an employee is unable to eat the meal. Meals to be based on time paid.
10. Insurance Payments: Establish that the City will pay premium increases up to 15% cumulative of the current total contribution per month for each employee. Personal care contribution to remain unchanged.
11. Amend Contract Exhibit "A"
WAGES - No wage increase for all classifications during 2010-2011.

Agreed to by:
IBEW Local 57

<signed>
Scott Long
Senior Representative

Idaho Falls Power

<signed>
Jackie Flowers
General Manager

<signed>
Craig Leigh
Unit Chairman

<signed>
Brian Sagendorf
Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2011 NEGOTIATIONS
May 3, 2011

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2011-2012 Contract Years beginning May 8, 2011 and ending May 5, 2012.

1. Amend Section 2.1 – to reflect current hours of operation.
2. Amend Section 2.11 (b) – to apply a maximum rest period accrual of 8 hours.
3. Amend Section 2.12 – to clarify call out travel time.
4. Amend Section 2.15 – to clarify hours of work during travel period.
5. Amend Section 2.14 – to provide meal accrual on 5-hour work period basis.
6. Amend Section 2.17 (b)(3)(c)(2) – to reflect vacation leave charged in ½-hour increments.
7. Amend Section 2.17 (c) – to reflect current sick leave procedures.
8. Amend Section 2.17 (e) – to reflect City’s current FMLA policy.
9. Amend Section 2.17 (f) – to reflect City’s death in immediate family qualifiers.
10. Amend Section 2.17 (i) – to reflect City’s military leave policy.
11. Amend Section 2.17 (j) – to reflect City longevity compensation rates.
12. Amend Section 2.30 (b) – establish premium rates to be paid by the City through the contract year. Personal care contribution to remain unchanged.
13. Amend Section 4.4 – to clarify when the journeyman upgrade applies.
14. Amend Section 6.1 – to provide for a one-year agreement.
15. Amend Contract Exhibit “A” – Clarification of existing classifications. WAGES – Add 1.0% increase on all classifications and \$0.10 per hour to all classifications.
16. Delete Meal Memorandum of Agreement and add \$0.70 per hour to Exhibit A for eliminating meal policy.

Agreed to by:

IBEW Local 57

Idaho Falls Power

____<signed>_____
Scott Long
Senior Representative

<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Rory Cullen
Unit Chairman

<signed>_____
Brian Sagendorf
Human Resources Director

**IDAHO FALLS POWER/IBEW LOCAL 57
2012 NEGOTIATIONS
May 3, 2012**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2012-2013 Contract Years beginning May 6, 2012 and ending May 4, 2013.

1. Amend Section 2.11 (b) – to adjust compensation if a supervisor requires the employee to work through their rest period.
2. Amend Section 2.17 (b)(3)(g) – to allow vacation benefits to be placed into health reimbursement account upon retirement.
3. Amend Section 2.17 (j) – to provide for a 2.0% increase to all schedules.
4. Amend Section 2.25 – to reflect that the City is providing FR clothing with the safety equipment.
5. Amend Section 6.1 – to provide for a one year agreement.
6. Amend Contract Exhibit “A” – Clarification of existing classifications. WAGES – Add 2.0% increase on all classifications, reestablish apprentice percentages, and establish a temporary foreman percentage.

Agreed to by:

IBEW Local 57

Idaho Falls Power

____<signed>_____
Scott Long
Senior Representative

<signed>_____
Jackie Flowers
General Manager

____<signed>_____
Rory Cullen
Unit Chairman

<signed>_____
Brian Sagendorf
Human Resources Director

**IDAHO FALLS POWER/IBEW LOCAL 57
2013 NEGOTIATIONS
April 16, 2013**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2013-2014 Contract Year beginning May 5, 2013 and ending May 4, 2014.

- 17. Amend Section 2.12 – to amend language so that travel time does not apply to continuation, provide clarification on when employees can designate their call out responsibility, and removal of language that provides that the on-call employee may work all overtime available.

- 18. Insurance Payments – Establish that employees will pay 4% of their health insurance premium effective January 1, 2014. The City will transfer the following amounts per employee to a Personal Care Account with LineCo:

June 1	\$960
December 1	\$960

- 19. Amend Contract Exhibit “A” – Add Certified Distribution Dispatcher and Apprentice Substation Technician scales. Remove rubber glove reference but retain rubber glove wage in Journeyman Lineman and Substation Technician wage. WAGES – No wage increase for all classifications during 2013-14.

Agreed to by:

IBEW Local 57

Idaho Falls Power

____ <signed> _____ <signed> _____
Scott Long
Assistant Business Manager

Jackie Flowers
General Manager

____ <signed> _____ <signed> _____
Rory Cullen
Unit Chairman

Brian Sagendorf
Human Resources Director

\

IDAHO FALLS POWER/IBEW LOCAL 57
2014 NEGOTIATIONS
May 9, 2014

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 4, 2014 and ending May 2, 2015.

20. Amend Section 1.6 – to amend EEO/Discrimination/Harassment language to be consistent with City Personnel Policy.
21. Amend Section 2.11(b) – amend language to be consistent with 2007 summary and with current practice (note: clean up item).
22. Amend Section 2.14 – amend language to categorize all hours of the day in three equal intervals.
23. Amend Section 2.15 – amend language in the travel policy for travel outside of licensure or certification requirements to reduce overtime.
24. Delete Section 2.17(b)(3)(e) – eliminate duplicative reference to Military Leave of Absence Policy.
25. Amend Section 2.17(b)(3)(3)(g) – eliminate reference to 23-day payout policy maximum for retirees allowing them to receive current accrual.
26. Amend Section 2.17(c) – remove language related to Occupational Injury/Accident On Duty in the sick leave section, replacing it instead in the Occupational Injury/Accident On Duty section. Also delete reference to City Physician throughout the contract.
27. Amend Section 2.17(d) – amend language pertaining to sickness in family to be consistent with City Personnel Policy and standard practice (note: clean up item).
28. Amend Section 2.17(h) – amend language to be consistent with City Personnel Policy and standard practice and relocate Occupational Injury/Accident On Duty language from 2.17(c).
29. Amend Section 2.17(i) – amend language to be consistent with City Personnel Policy and comply with USERRA.
30. Amend Section 2.17(j) – delete reference to old compensation scale and increase longevity scale 2.25%.
31. Amend Section 2.30 – update medical premium information, and insert reference to Personal Care Account from 2013 Summary and clarify process on retiree health insurance premium contribution to reflect current practice (note: clean up item).
32. Amend Section 4.4 (b) – clarify reference to job titles in relief upgrade (note: clean up item).

33. Add Section 4.8 – state shift differential policy language to be consistent with City Personnel Policy (note: clean up item).

34. Amend Contract Exhibit “A” – 2.25% increase in wages.

Agreed to by:

IBEW Local 57

Idaho Falls Power

<signed> <signed>
Scott Long
Assistant Business Manager

Jackie Flowers
General Manager

<signed> <signed>
Rory Cullen
Unit Chairman

April Collier
Human Resources Consultant

IDAHO FALLS POWER/IBEW LOCAL 57
2015 NEGOTIATIONS
April 29, 2015

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2014-2015 Contract Year beginning May 3, 2015 and ending May 14, 2016.

- 35. Amend Section 2.30 (b) – update medical premium information to include an additional \$53.94 per month premium payment to LineCo effective for the January 2016 premium payment (January – May premiums will be \$1141.44, with employee contribution toward the premium to remain unchanged).

- 36. Amend Section 2.32 – 2.36 – replace Operator reference with Dispatcher.

- 37. Amend Contract Exhibit “A”
 - 2.5% increase in wages for all classifications with an additional 0.5% for Journey Mechanic, Electrician, Meterman, and Certified Distribution Dispatcher classifications.

 - Add a Serviceman job classification at the Temporary Foreman rate.

Agreed to by:

IBEW Local 57 Idaho Falls Power

<signed>

Scott Long Jackie Flowers
Assistant Business Manager

<signed>

General Manager

<signed>

Rory CullenMelanie Marsh
Unit Chairman

<signed>

Human Resources Director

IDAHO FALLS POWER/IBEW LOCAL 57
2016 NEGOTIATIONS
May 6, 2016

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2016-2017 Contract Year beginning May 14, 2016 and ending May 13, 2017.

1. Delete Section 2.4
2. Amend Section 2.12 to fix the standby pay at 16 hours per week and allow it to be applied at 2 hours per day Monday – Friday and 3 hours per day on Saturday and Sunday.
3. Amend Section 2.14 to reflect the updated GSA meal rates.
4. Amend Section 2.17 j - Increase all longevity compensation by 2.3%
5. Amend Section 2.30 b – effective January 1, 2017 monthly premiums will \$1,197.12 and employees will contribute 5% of the premium, \$59.86 per month.
6. Delete Section 2.35
7. Delete Section 2.36
8. Amend Exhibit A to add the following: Residential Meter Technician at \$23.42 per hour, Power Supply Dispatcher at 105% of the Certified Distribution Dispatcher rate based upon successful completion of the Associates Degree program, and Meter Temporary Foreman at 105% of the regular wage. Set the Journeyman Electrician wage rate equal to the Substation Technician wage rate. Increase wages by 2.3% on all classifications.

Agreed to by:

IBEW Local 57 Idaho Falls Power

<signed>

Scott Long Jackie Flowers
Assistant Business Manager

<signed>

General Manager

<signed>

Rory Cullen Pamela Alexander
Unit Chairman Municipal Services Director

<signed>

**IDAHO FALLS POWER/IBEW LOCAL 57
2017 NEGOTIATIONS
May 2, 2017**

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2016-2017 Contract Year beginning May 14, 2017 and ending **May 12, 2018**.

1. Amend Section 2.9 to publish overtime list by Wednesday following the end of the pay period (time card submittal) and to be effective at 3:30 p.m. that Wednesday.
2. Amend Section 2.11 to remove reference to living distance.
3. Amend Section 2.29b – effective January 1, 2018 monthly premiums will \$1,301.52 and employees will contribute 5% of the premium, \$65.08 per month.
4. Delete Section 2.31
5. Amend Section 2.38 to establish that apprentices will be placed in the first level journeyman rate upon successful completion of the apprentice program.
6. Add Section 3.0 to establish living distance requirements including grandfathering current employees with terms related to use of trouble truck and relocation conditions.
7. Amend Exhibit A to reflect tiered compensation and add the following: Communications System Supervisor at 105% of the Splicing Communications Technician, add Senior Meter Technician at 105% of the Journeyman Meter Technician IV, add Senior Hydro Mechanic at 105% of Journeyman Hydro Mechanic IV.

Agreed to by:

IBEW Local 57

<signed>
Scott Long
Assistant Business Manager

<signed>
Rory Cullen
Unit Chairman

Idaho Falls Power

<signed>
Jackie Flowers
General Manager

<signed>
Mindy Moore
Human Resources Analyst

IDAHO FALLS POWER/IBEW LOCAL 57
2018 NEGOTIATIONS
May 1, 2018

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2017-2018 Contract Year beginning May 14, 2018 and ending May 11, 2019.

1. Amend Section 2.5 to overtime computed on the quarter hour increment to the closest quarter hour.
2. Amend Section 2.10(a) to clarify that the section applies to unscheduled work.
3. Amend Section 2.10(b) to trigger rest period based on quarter hour worked with time rounded to the nearest quarter hour.
4. Amend Section 2.11 to provide three hours standby pay on holidays (excludes floating holiday).
5. Delete Section 2.16(b) and insert the City's updated vacation policy as an exhibit to the contract.
6. Delete Section 2.16 (c) and insert the City's updated sick leave policy as an exhibit to the contract.
7. Delete Section 2.16(e) and reference that the City will comply with the Family and Medical Leave Act.
8. Amend Section 2.16(f) to allow director to grant two extra days (to the three days), remove redundant definition of family members which is now defined in the sick policy, and allow sick leave to be used.
9. Delete Section 2.16(h) and insert the City's updated occupational injury/accident on duty policy as an exhibit to the contract.
10. Delete Section 2.16(i) 1, 2, and 3 and simply refer to the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).
11. Amend Section 2.16(j) to increase longevity compensation 2%.
12. Section 2.29(b) amend to reflect that effective January 1, 2019 monthly premiums will be \$1,357.20 with employees will contribute 5% of the premium, \$67.86 per month.

13. Delete Section 2.33, 2.34, 2.35, 2.36, and 2.38. Add new Section 2.33 that indicates a prescreening skills and aptitude process will be developed by the City and Union prior to advertising for any apprentice or journeyman position.
14. Amend Section 2.37 to reflect that an apprentice shall pass a competency-based exam as agreed upon by the City and Union before being classified as a journeyman.
15. Delete Section 4.7
16. Delete Section 4.8, instead address shift differential rate in Exhibit A.
17. Add exhibit related to mutual aid response defining compensation for employees volunteering to aid other utilities when help is requested and establishing methodology for responding to mutual aid requests.
18. Amend Exhibit A as follows:
 - a. Add the following: Lead Hydro Mechanic at 105% of the Senior Hydro Mechanic.
 - b. Delete the Apprentice Substation Technician and Apprentice Hydro Mechanic pay rates for apprentices hired before May 12, 2017.
 - c. Hold apprentice lineman, substation technician, and electrician wages.
 - d. Set apprentice hydro mechanic wage to be the same as the apprentices listed in 18c.
 - e. Hold journey meter technician wage.
 - f. Adjust Power Supply Dispatcher rate of pay to close gap with market for power scheduler and conduct an exempt classification review per Federal Labor Standards Act.
 - g. Apply a 2% inflationary adjustment to all other pay classifications (not mentioned in 18c-18f).
 - h. Apply a market adjustment to certain job classifications (adjusted to reflect the HSA contribution).
 - i. Modify shift differential rate of pay to 102% for dispatchers and certified distribution dispatchers whose regularly scheduled shift starts at 7:00 pm.

IBEW Local 57

Idaho Falls Power

<signed>
 Scott Long
 Assistant Business Manager

<signed>
 Jackie Flowers
 General Manager

<signed>
 Rory Cullen
 Unit Chairman

<signed>
 Mindy Moore
 Human Resources Analyst

2019 NEGOTIATIONS – SUMMARY

This letter represents the understanding of the IBEW Local 57 and Idaho Falls Power regarding labor negotiations for the 2018-2019 Contract Year beginning May 12, 2019 and ending May 9, 2020.

1. Amend 2.9 to create two tiers of the call out list; Tier 1 for employees who want callout and tier 2 for those that prefer to be called after those who want the overtime. Unavailable status also added.
2. Amend 2.11 to remove specific reference to certain positions on call to be general. Fixed time from 8 to 7 a.m. to reflect actual start time. Changed TF upgrade from being at foreman rate to being applied to their normal rate of pay.
3. Amend 2.14 to clarify the intent of travel expenses and pay to be clearer that unless the license is a condition of employment, employees will be compensated up to their normal work hour's pay, which is eight hours per day regardless of actual time spent traveling that day.
4. Amend 2.25 from joint committee to safety committee.
5. Amend 2.29 (b) to have the city benchmark the insurance premium contribution to be the same as what the average paid by the City for City employees on the City insurance plan. Clarified that savings plans are HRA's currently for union.
6. Amend 3.0 to allow grandfathered employees to move, but not any further than before.
7. Amend 3.2 to replace item 3 of physical fitness with performance evaluations.
8. Amend 4.4 (b) to remove reference to specific job classifications like mechanical, and replaced it to be generic. Added crew foreman to include supervisor or lead. Added that the upgrade will be applied when employee is doing the work, not just when the foreman is gone for a period of time. It is upon mutual agreement of employee and foreman/supervisor.
9. Added 4.4 (c) to clarify that the creation of a new crew is three or more with one of the three being a Temporary Foreman, thus receiving the TF rate and performing the duties of a working foreman.
10. Amend Exhibit A to move to market-based wages using Milliman survey instead of negotiating every year on wages. Wages will be set by the survey data and methodology outlined in the Exhibit. This process is in place to May of 2025. The agreement will still be an annual agreement to negotiate other items in the contract but the method that specific positions are compensated at is set unless upon mutual agreement the parties decide to re-open Exhibit A.

IBEW Local 57

Idaho Falls Power

Scott Long
Assistant Business Manager

Bear Prairie
General Manager

Mike Gose
Unit Chairman

Eilene Horne
Human Resources