

AGREEMENT
Amendment No.1

THIS AGREEMENT AMENDMENT is made and entered into this 5th day of March, 2019, between the CITY OF COEUR D'ALENE, hereinafter referred to as the "CITY," and the COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereafter referred to as "Union," collectively referred to as the "Parties."

WHEREAS, the Parties entered into a labor agreement on September 4, 2018, adopted pursuant to Resolution No. 18-050.

WHEREAS, the Parties desire to amend the agreement; and

THEREFORE, effective October 1, 2018, the Parties mutually agree that the Agreement is amended as follows:

ARTICLE 16
SICK LEAVE

SECTION 1. Sick leave with pay shall be granted to all probationary and regular employees within the competitive service, except those who work less than 1040 hours per year. Sick leave shall not be considered as a right that an employee may use at his/her discretion but shall be allowed only in case of necessity and actual personal sickness or disability. In order to receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor prior to, or within four (4) hours after, the time set for reporting to work or as may be specified by the head of the department. In those situations which have rendered the employee incapable of reporting as specified above, the employee shall report at the earliest possible time. When the absence is for more than three (3) shifts, the employee may be required to file a physician's certificate with the Human Resource Director, and department head stating the date the employee is released fit for duty and any restrictions/limitations if released for light duty.

SECTION 2. Sick leave will also be granted in the event of an illness to a member of an employee's immediate family that requires the employee's presence to care for said family member. Immediate family is defined as spouse, child, brother, sister, mother, and father. A child is defined as the biological, adopted, foster, step child, or a child of an individual acting in the parent's stead who is under the age of eighteen unless an eligible IRS dependent.

Three days/shifts are allowed without physician's guidance. To continue to use sick leave beyond three days/shifts, a physician's documentation is required stating the employee needs to care for the family member and the inclusive dates.

SECTION 3. Sick leave shall be earned at twelve (12) hours per pay period for fifty-six (56) hour a week employee, and at the rate of five (5) hours per pay period for forty (40) hour a week employee. Unused sick leave may be accumulated to a total of not more than 1440 hours for employees who work a fifty-six (56) hour week and to a total of 720 hours for employees who work a forty (40) hour week. For the purpose of computing compensation for accrued sick leave at retirement provided for in Option Two of Section 4, sick leave shall be calculated as unlimited accrual.

SECTION 4. Each employee shall select one of the following options for compensation of sick leave accrual:

Option One: Employees having accumulated one thousand four hundred forty (1440) hours of sick leave as of October 1, shall receive one (1) additional hour of vacation leave for every three (3) hours of sick leave forfeited on October 1, of each year. Employees receiving additional vacation credits in this manner may elect to be compensated at their hourly wage for up to seventy-two (72) hours of such additional vacation credits.

~~Employees who have not accumulated one thousand four hundred forty (1440) hours of sick leave, or seven hundred twenty (720) hours for 40-hour employees, as of October 1, shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave.~~

An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code shall be compensated for thirty-three and one third percent ($33\frac{1}{3}\%$) of his/her accumulated sick leave at the time of retirement.

Option Two: Employees selecting this option shall not receive any yearly pay back for accrued sick leave. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code or the death of the employee, he/she or their beneficiary shall be compensated for forty one percent (41%) of the employee's accrued sick leave hours.

Once an employee has selected one of the above options upon reaching eligibility, that selection may not be changed.

All employees receiving regular wages in lieu of temporary disability payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

SECTION 5. Conservative Sick Use: To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year. Fifty-six (56) hour a week employees shall receive six (6) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave. Forty (40) hour a week employees shall receive four (4) hours of vacation for each quarter of a fiscal year in which they did not use any sick leave.

Section 65. In order to address post employment medical and dental needs, once a fifty six (56) hour a week employee reaches five hundred (500) sick leave hours, the employee shall contribute eight (8) hours of sick leave per month towards eligibility for the below HRA/VEBA flat monthly contribution based on the applicable rank the employee holds.

- Battalion Chief: \$288
- Captain: \$265
- Engineer: \$241
- Firefighter: \$225

Once a forty (40) hour a week employee reaches three hundred twenty (320) sick leave hours, the employee shall contribute four (4) hours of sick leave per month towards eligibility for the below HRA/VEBA flat monthly contribution.

- Fire Inspector: \$162

SECTION 76. An employee eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code § 72-301 et seq.) shall not have lost duty time deducted from his/her sick leave until any of the following occur:

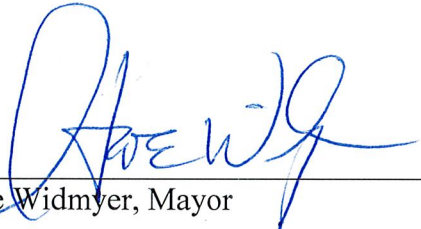
1. The employee is released for return to duty by a physician approved by the State of Idaho Industrial Commission; or
2. The employee receives a partial or total permanent disability rating; or
3. The employee retires from the City of Coeur d'Alene pursuant to Idaho Code; or
4. The employee remains unable to return to duty after six (6) months from the date of injury, or one year in the case of an injury sustained under emergency conditions (going to, coming from, or at the actual scene) or while participating in simulated emergency scene training exercises.

Any time-loss payments received by the employee as a result of worker's compensation shall be paid to the CITY as long as the employee is continuing to receive full wage. Should the employee continue to be unable to return to work after six (6) months (or one (1) year, whichever applies from (4) above) from the date of injury, the CITY shall begin to charge the employee's sick leave account the difference between his/her base wage and the amount of time loss payments received by the CITY; such payments shall be credited to the employee's sick leave account until the sick leave is exhausted or until one of conditions 1, 2, or 3 above occurs. The CITY shall continue to provide medical, dental and vision insurance coverage for the employee and eligible dependents during the first two years of an employee's disability retirement. All

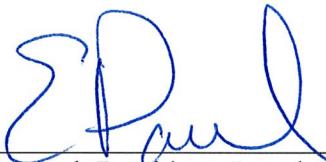
employees receiving base wages in lieu of worker's compensation payments will no longer accumulate vacation and sick leave following sixty (60) days of disability.

~~SECTION 7. Employees who do not use sick leave during an entire fiscal quarter will receive an additional six (6) hours of vacation leave per quarter, to be used as described in Article 22.~~

DATED THIS 5th day of March, 2019.




Steve Widmyer, Mayor




Eric Paul, President, Local 710

ATTEST:



Renata McLeod, City Clerk



Josh Sutherland, Secretary, Local 710