Collective Bargaining Agreement

City of Coeur d'Alene & the
Lake City Employees Association (LCEA)

October 1, 2023 → September 30, 2025

City of
Coeur d'Alene
IDAHO

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COLLECTIVE BARGAINING AGREEMENT

between the

CITY OF COEUR D'ALENE

and the

LAKE CITY EMPLOYEES ASSOCIATION (LCEA)

PREAMBLE

The Agreement on wages, benefits, and working conditions is made and entered into this th day of September, 2023, by and between the City of Coeur d'Alene, hereinafter known as the "City," and the Lake City Employees Association, hereinafter known as the "Association," representing the classifications listed in ARTICLE 15, WAGES, SECTION 1. The terms and conditions of the Agreement shall be applicable to all employees in the listed classifications for a term commencing October 1, 2023 and ending September 30, 2025; PROVIDED HOWEVER, that this Agreement shall be subject to such changes or modifications as may be mutually agreed upon by the parties hereto. It shall be the obligation of the parties to negotiate in good faith after written notice, submitted no later than May 31, 2025, from the bargaining agent for meetings for collective bargaining.

ARTICLE 1 – RECOGNITION

SECTION 1. The City recognizes that the Association has collectively chosen to retain Council 2 as its sole and exclusive representative in all Association business, as the Association deems necessary. All full-time and part-time benefited employees covered by the Association contract, regardless of their dues paying status, have the right to utilize or defer representative services at their discretion.

SECTION 2. The City and the Association agree to be bound by the terms and conditions of Coeur d'Alene Municipal Code Chapter 2.62.

SECTION 3 The City agrees to grant elected officials (president, vice-president, secretary, treasurer and e-board members) of the Association a combined maximum of two hundred (200) hours off with pay in any fiscal year to attend or represent the Association at business functions (examples of approved hours are described in subsection B, Association Business Functions. Hours shall be documented on payroll time records under the appropriate payroll code.

Notice and Authorization of Association Representatives: The Association agrees to provide an updated list to the City Administrator and Human Resources Director of who is authorized to represent the Association in any matters outlined in this document. An "authorized representative" is one who is appointed or elected by the Association. Prior supervisor approval shall be obtained for absences from the work place in accordance with department procedures. Absences from the work place and/or work duties of 15 minutes or more for the established Association activities and

Association business functions require supervisor notification and approval. Such approval shall not be unreasonably withheld.

A. Association Activities (authorized representatives can perform in paid status due to mutual interest to resolve issues):

The Association agrees to conduct activities outside the normal City and Department business hours when possible. The City agrees that, during scheduled working hours on the City's premises and without loss of pay, authorized representatives shall be allowed to consult with the City, its representative(s), LCEA represented employees, or Council 2 representatives concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The representatives agree to first receive the approval from their Department Head or designee and to carry out these activities at times which are the least disruptive to the work place and without disrupting the regular functions of the department. Approval is not automatic and may be withheld due to workload, project deadlines, or other business reasons as determined by the supervisor.

Examples of activities are as follows:

- Process grievances;
- Participate in hearings as a direct participant, i.e. as a witness, LCEA authorized representative involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the hearing;
- Attend Labor/Management meetings;
- Attend negotiation meetings (only main negotiators at the table that are representing the Association);
- Distribute Association literature;
- Transmit communications, authorized by the authorized representative, to LCEA represented employees, Employer or his/her representative(s).
- Miscellaneous conversations regarding employee contacts, interpretations of benefits, potential grievances or similar issues.

B. Association Business Functions (elected officials of the Association receive a combined maximum of two hundred (200) hours off with pay in any fiscal year to attend or represent LCEA at Council 2 functions):

To ensure adequate staffing, no more than ten percent (10%) of the employees in a department will participate in an association business function at one time. If a department has fewer than ten (10) employees, only one individual will be allowed to attend. Exceptions to the above limitations can be made by mutual agreement.

Example of business functions are as follows:

- Council 2 Conventions;
- Council 2 Executive Board Meetings/Training;
- Other functions that management agrees are beneficial to the City.

C. Association Business:

The Association agrees to conduct Association business at times other than normal City business hours.

Examples of association business are as follows:

- General membership meetings;
- E-Board meetings;
- Elections.

ARTICLE 2 – NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate in any way against any city employee or applicant for city employment because of race, color, religion, gender, national origin, age, sexual orientation, gender identity, veteran status, disability, or any other applicable legally protected status.

ARTICLE 3 – RULES AND REGULATIONS

SECTION 1. It is agreed that the City shall inform the Association of any proposed changes to the Personnel Rules and Regulations at least ten (10) working days prior to consideration of such rule changes by the City Council. The City agrees to meet with the Association prior to Council action if so requested. Representatives of the Association shall be provided the opportunity to appear before the City Council to present the Association's views regarding proposed changes to the Personnel Rules and Regulations.

SECTION 2. It is further agreed that specific rules delineated in subsequent sections of the Agreement shall not be changed without the written consent of the Association.

ARTICLE 4 – SICK LEAVE

SECTION 1. It is agreed the sick leave policy contained in the Personnel Rules, which by reference is made a part hereof, applies to all employees except as follows:

A. Employees with less than 720 hours accrued sick leave shall receive four (4) hours of vacation for each fiscal year quarter in which they did not use any sick leave. To be eligible the employee must:

- Have fewer than 720 accrued hours for each month of the quarter;
- Work the entire quarter.

B. Upon reaching 720 hours of accrued sick leave, employees shall be eligible for the following compensation method of sick leave accrual:

Employees having accumulated seven hundred and twenty (720) hours of sick leave shall be paid for thirty-three and one/third percent (33 1/3%) of the excess leave forfeited on October

1 each year, and such payment shall be contributed directly into the employee's HRA VEBA plan.

Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.

Grandfathered "Option Two": This previous option is only available to those employees who had selected Option Two prior to October 1, 2017, and are now grandfathered for this compensation method of sick leave accrual. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, he/she or their beneficiary shall be paid for 35% of the employee's total accrued sick leave hours. For the purpose of computing compensation for accrued sick leave at retirement, sick leave shall be calculated as unlimited accrual, with City providing annual statement of banked sick leave hours to employee annually.

C. New Employees: In the first six (6) months of employment, new employees shall be entitled to use up to thirty-two (32) hours of sick leave from the first day of work for allowable sick leave use. Any sick leave used in excess of what is actually accrued will result in a deduction from sick leave accrual until there is no longer a negative sick leave balance and also shall require medical documentation. If an employee separates from employment having used more sick leave than accrued, the employee shall be required to repay the City for such excess use, which amount shall be deducted from the employee's last paycheck or, if funds are insufficient, the employee shall be required to make a separate payment immediately to the City of Coeur d'Alene.

ARTICLE 5 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee or a possibility thereof, up to forty (40) hours of paid leave of absence shall be granted as time off with pay for the purpose of attending funeral services for the deceased relative and/or being in attendance at the relative's bedside.

Immediate family is defined as spouse or cohabiting domestic partner (as verified by an affidavit on a form provided by Human Resources), or a child, mother, father, legal guardian, brothers, sisters, grandparents, and grandchildren of either spouse or cohabitating domestic partner. Child is defined as the biological, adopted, foster, stepchild, legal ward, or a child of an individual acting in the parent's stead.

Only time taken within thirty (30) days prior to or immediately following a death shall qualify as bereavement leave, unless otherwise approved by the Human Resources Director due to unforeseen circumstances. An extension of such leave or time taken off for the illness of an immediate family member that does not result in death shall be charged to sick leave, vacation, and/or comp time as the employee requests in accordance with applicable policies. If an employee is on vacation or sick leave at the time bereavement occurs, bereavement leave shall be paid and time off shall not be charged to vacation or sick leave until bereavement leave is exhausted.

ARTICLE 6 – INJURY LEAVE

It is agreed that an employee who incurs an injury or illness on the job who is eligible for temporary time-loss payments under the Worker's Compensation Law (Idaho Code § 72-301, et seq.), who is temporarily unable to perform his/her normal duties, and who is also unable to perform light-duty work or for whom light duty work is not available, shall not have lost duty time deducted from his/her sick leave account for a period not to exceed six (6) months from the date of commencement and shall remain in "paid" status. All temporary time-loss payments received by the employee shall be paid to the City as long as the employee is continuing to receive full base wages. Should the employee continue to be unable to return to work after six (6) months 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 the employee is released for return to work. Accrued vacation leave may be used at the employee's discretion after sick leave is exhausted. It is further agreed that any employee in this program shall not accrue vacation or sick leave during his/her period of injury leave.

ARTICLE 7 – VACATION

SECTION 1. It is agreed the vacation leave policy contained in the Personnel Rules, which by reference is made a part hereof, applies with the following additions.

SECTION 2. The maximum accumulation of vacation leave will not exceed three hundred twenty (320) hours. Any employee with more than three hundred twenty hours of vacation leave as of October 1 (the first day of the City's fiscal year) shall utilize the excess leave before January 15 of the following calendar year, unless otherwise approved in writing by the Department Head and by the Human Resources Director.

(1) Vacation Leave Accrual Schedule -

First through third year of service - Ten (10) hours for each month of service; accrued at a rate of five (5) hours per pay period.

Fourth through fifth year of service -Twelve (12) hours for each month of service; accrued at a rate of six (6) hours per pay period.

Sixth through tenth year of service - Sixteen (16) hours for each month of service; accrued at a rate of eight (8) hours per pay period.

After ten (10) or more years of service - Twenty (20) hours for each month of service; accrued at a rate of ten (10) hours per pay period.

ARTICLE 8 – HOLIDAYS

SECTION 1. It is agreed the holiday policy contained in the Personnel Rules, which is by reference made a part hereof, applies with the following additions.

SECTION 2. It is agreed that when an employee is required to work on a holiday, the eight (8) hours of holiday pay is also counted towards the employees worked hours for that workweek.

ARTICLE 9 – OVERTIME

It is agreed that all overtime shall be compensated in accordance with the Personnel Rules which by reference is made a part hereof. Holidays, approved vacation, and comp-time are considered time worked for the purpose of determining overtime for hours worked in excess of forty (40) hours in a work period. Employees shall receive prior authorization from his/her immediate supervisor, Department Head, or designee prior to being approved to work overtime. Sick leave will be counted as hours worked only if it is pre-approved or if employee provides documentation from a certified health care professional.

ARTICLE 10 – WORK PERIOD

The designated work period shall be defined as seven (7) consecutive days beginning at 12:01 a.m. on Sunday and ending at midnight the following Saturday.

A. Regular Work Schedule. All full-time employees' work schedules shall provide for a fifteen (15) minute rest period during each half shift. All full-time employees will work forty (40) hours per week. Alternative work schedules shall be based upon a forty (40) hour work period and may consist of more than eight (8) hours per day. All overtime must be authorized in advance by the employee's supervisor.

B. If possible, a two week notice will be given when changing work schedules unless management deems it necessary due to a known absence of an employee for a minimum of twenty-eight days, or an employee attending training, or during an unforeseen business/activity, emergency or manpower shortage. The City of Coeur d'Alene will not modify employees' work schedules to avoid the payment of overtime pay unless the modification is by mutual agreement between the employer and the employee.

ARTICLE 11 – STANDBY DUTY & CALLBACK PAY

A. **Definitions**.

1) Standby Employee: An employee designated by his/her Department Head or Supervisor to be available, and required, to return to duty as quickly as possible in the interest of efficient and effective municipal operations. A standby employee is not eligible for call back pay, but may be eligible for standby callout compensation if the below criteria are met.

2) Callback: Irregular or occasional work performed by an employee on a day when no

work is scheduled or at a time that requires the employee to return to the place of employment from an off-duty status.

C. **Standby.** It is agreed that a standby employee shall be compensated based on the following rates:

1) Weekday Standby (M-F): .125 hours each required standby hour.

Example: 16 standby hours = 2 hours standby pay, 14 standby hours = 1.75 hours of standby pay.

2) Weekend (Sat.-Sun.) & Holidays Standby: .167 hours each required standby hour.

Examples:

- No scheduled work is 24 standby hours at .167 = 4 hours standby pay
- Scheduled eight hours is 16 standby hours at .167 = 2.75 hours standby pay.
- Scheduled three hours is 21 standby hours at .167 = 3.5 hours standby pay.

Standby pay:

- Shall be compensated at the rate of one and one-half hours regular pay or compensatory time off.
- Regularly scheduled hours are not considered standby compensable.
- Is rounded to the nearest quarter of an hour.
- Standby callout: When an employee is called out while on standby to respond in person to a work location, a minimum of two (2) hours compensation shall be paid. If the callout lasts two (2) hours or less, the employee shall be paid straight time. If the callout lasts more than two (2) hours, the employee shall be paid one and one-half (1.5) times his/her base rate of all hours worked.
  - Any subsequent standby callout to respond in person to a work location within two-hours of the initial standby callout will not entitle the employee to an additional two-hour minimum.
  - An employee does not qualify for two (2) hour standby callout if called within one hour of the employee's scheduled work shift. In such case, the employee will work the total number of hours normally scheduled for the day and will be paid at the overtime rate for the hours worked in excess of his/her normally scheduled hours pursuant to the overtime rules in the Personnel Rules.
  - Actual time worked on a callout will include credit for time spent from the time employee receives the standby callout until he/she completes the assignment.

D. **Callback.** An employee called back to work outside of his/her scheduled workshift shall be compensated in the following manner:

- Paid a minimum of three (3) hours straight time or one and one-half (1.5) times his/her base rate for all hours worked, whichever is greater.

- Within one hour of scheduled work shift: an employee does not qualify for call back pay and will work the total number of hours normally scheduled for the day or will be paid at the overtime rate for the hours worked in excess of his/her normally scheduled hours pursuant to the overtime rules in the Personnel Rules.
- An employees on adjusted work schedule is eligible for overtime pursuant to the overtime rules in the Personnel Rules for work in excess of 40 hours in a work period. Actual time worked will include credit for time spent from the time the employee receives the callback until he/she completes the assignment.

ARTICLE 12 – EMPLOYEE TOOLS

SECTION 1. **Employee Responsibility/Intent**: All City of Coeur d'Alene Streets and Engineering Department mechanics recognize at the time of employment that they are required to maintain a supply of hand tools for their related position and job duties.

SECTION 2. **Breakage and Wear**: The City of Coeur d'Alene agrees to replace or repair such tools with same or like quality tools if the broken or worn parts are turned in.

SECTION 3. **Consumable Tools**: The City of Coeur d'Alene will replace broken consumable tools such as, drill bits, taps and dies, easy outs, carbide burrs, etc.

SECTION 4. **Tool Inventory**: It is the employee's responsibility to supply to the City of Coeur d'Alene Finance Director a complete up-to-date inventory of all current personal tools used by the employee in the course of his/her duties. The City of Coeur d'Alene will require all current and future Street Department mechanics to supply a current up-to-date tool inventory list at the beginning of employment. These personal tools are stored by the employees at the Street Department shop facility. The employees will be responsible to supply the City of Coeur d'Alene a revised, up-to-date, inventory list twice yearly. The employee may, at any time, update his/her tool inventory list at his/her discretion. The employee must keep a copy of the original and any revisions. The City of Coeur d'Alene will not be responsible for the repair or replacement of any tool covered under this tool policy that has not been identified by the employee on the current supplied inventory list. To verify the employee's inventory, the City of Coeur d'Alene, may at any time, see the need for an occasional inspection of an employee's tool list to ensure the credibility of the inventory. An unbiased observer shall be present at the time of the inspection. If any tool is not available on request at the time of the inspection, the employee has twenty four (24) hours to show ownership and make the tool available for verification. The personal inventory must be signed and dated by the employee and any revisions that follow.

SECTION 5. **Tool Insurance**: Fire and theft insurance shall be the responsibility of the City of Coeur d'Alene.

SECTION 6. **Tool Allowance**: All City of Coeur d'Alene Streets and Engineering Department mechanics shall be provided up to five hundred dollars ($500.00) per fiscal year for the purchase of tools reasonably needed to perform the job duties of their position. Prior approval by the Department Head or designee is required. Receipts must be provided before an employee will be reimbursed. If an employee who receives payment under this Section leaves the City's employment for any reason, that employee shall be required to reimburse the City for any payments received under this Section within

the five (5) years prior to his/her separation or, in the alternative, may surrender the tool(s) to the City.

ARTICLE 13 – INSURANCE COVERAGE

SECTION 1. It is agreed that the City shall provide a medical insurance program for the employees and their eligible dependents during the term of this Agreement. One hundred (100%) of the employee's health insurance premium will be borne by the City for single employee plan coverage only. Employees shall pay a minimum of 10% of the total employee selected medical insurance premium when including eligible dependents on the medical plan and when premiums change, the employee shared premium adjustment will be made accordingly.

Currently, the City's medical plan renewal is on October 1 of each Fiscal Year. If premium increase quotes from the insurance companies are greater than 5% over the previous year, the City will cover the initial 5%, and the employee will be responsible for the next 2%.

If the City is unable to reduce the premium increase to 5% or less, the medical insurance review committee, hereafter referred to as "Committee," will be "activated." The Committee will review possible changes or alternate plans. The medical plan and the employee contributions amount will stay the same until completion of the Committee review and final decision.

The Committee shall consist of four members. There shall be one member from each of the following four employee groups: Lake City Employee's Association, Fire Union, Police Association, and exempt employees. The members shall be selected by their respective employee group and shall be active dues paying members where applicable. Each Committee member has one (l) vote. The Committee's goal is to work in good faith to research options which may reduce or maintain the medical premiums and/or options which may increase the employee's contribution toward the total family premium such that the total family premium cost increase to the City is 5% or less over the previous year. A decision by the Committee shall be made by September 1st of the year in which the Committee is activated. Recommendations from the Committee shall then be given to the City of Coeur d'Alene Employee Benefits Trust for consideration. The decision reached will be implemented October 1st. If consensus is not reached or the Association does not agree with the majority, this Agreement will reopen immediately for negotiations relative to compensation including wages, Health Reimbursement Arrangement HRA/VEBA, Medical Insurance, and other insurance benefits, and the Association agrees to work in a good faith effort with the City to reach an agreement on or before September 30th.

SECTION 2. If an employee elects to opt out of the City's medical insurance plan, the employee's premium on the selected medical insurance plan that the City would have paid for single coverage will be placed in the employee's HRA/VEBA plan. Proof of other medical insurance, not provided by the City, must be provided by the employee.

SECTION 3. An employee who retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code may elect to remain on the City's medical and dental insurance plan until that employee becomes eligible for Medicare or Medicaid. Such election must be made as prescribed by federal law at the time of the employee's retirement. Employees who so elect shall be responsible for paying the applicable premium on or before the first day of each month in order to continue receiving this benefit. Any employee who elects to terminate his/her medical insurance coverage or who fails to make timely premium payment shall not be allowed to re-enroll. No new dependents may be added

to the employee's coverage following retirement. The employee may elect to have the premiums paid from funds which the employee is entitled to receive under Grandfathered "Option Two" of Article 4, Section 1(B), until such time as his/her sick leave accrual funds are exhausted.

SECTION 4. It is agreed that the City shall contribute one hundred percent (100%) for the premium for dental insurance for the employee and their eligible dependents during the term of this Agreement and shall maintain and/or enhance the current level of benefits.

SECTION 5. HRA/VEBA. The City agrees to contribute to the employees HRA/VEBA plan as follows:

1. $165.00 per month; and
2. One Thousand Dollars ($1,000) annually for an individual employee deductible and Two Thousand Dollars ($2,000) annually for an employee family deductible into the employee's HRA/VEBA plan. The contribution will be deposited into the employee's HRA/VEBA plan on a monthly basis with the applicable deductible contribution divided by the applicable months of eligible coverage.

ARTICLE 14 – LIFE AND DISABILITY INSURANCE

SECTION 1. It is agreed that the City will provide life insurance for employees and dependents as follows:

Employee Life Insurance	$50,000.00
Dependent Life Insurance	$ 1,000.00
Accidental Death & Dismemberment Insurance - Employee Only	$50,000.00

SECTION 2. It is agreed that the City will provide disability insurance for employees which would provide a disabled employee a minimum of sixty (60%) percent of base pay up to the Social Security normal retirement age after sixty (60) days lost time. All accrued sick leave shall be used before insurance compensation begins. It is understood and agreed that affected employees could receive pro-rated vacation leave benefits, if available from the employee's vacation leave account, to maintain base wages after insurance payments begin. It is not the intent of this section to provide the employee with any benefit that would result in the employee being compensated in any manner in excess of 100% of the employee's base wages. No vacation or sick leave shall accrue after sixty (60) days of absence.

ARTICLE 15 – WAGES

SECTION 1. Effective October 1, 2023, the wage level established for the following classifications are represented by the Lake City Employees Association:

CLASSIFICATION & LEVEL

Building Inspector/Plans Examiner	12
Permit Technician	8
Building Inspector	12
Senior Building Inspector	14
Public Works Field Inspector	12
Lead Utility Billing Specialist	9
Accounting Specialist	10
Utility Billing Specialist	8
Department Specialist	6
Customer Service Support Specialist	8
Administrative Assistant	10
Community Trails Coordinator	10
Custodian	4
Lead Maintenance Worker	10
Maintenance Worker (Parks & Building)	9
Irrigation Tech./Lead Maint. Worker	10
Urban Forester	11
Assistant Planner	12
Associate Planner	13
Planning Technician	9
Recreation Monitor	8
Recreation Program Coordinator	11
Field Supervisor	12
Lead Field Worker	11
Lead Traffic Tech./Electrician	12

Heavy Equipment Operator	10
Street Maintenance Worker	8
Mechanic	11
Shop Supervisor	13
Chief Wastewater Operator	14
Collection Operator I	8
Collection Operator II	10
Collection Operator III	11
Collection Supervisor	14
Compost Lead Operator	11
Compost Facility Operator	10
Cross Connection Control	12
Laboratory Analyst	11
Laboratory/Pretreatment Supervisor	15
Wastewater Maintenance Mechanic	11
Wastewater Field Inspector	12
Wastewater Operator III	12
Wastewater Operator II	10
Wastewater Operator I	8
GIS Technician	10
Utility Supervisor	12
Utility Operator	9
Utility Maintenance Worker	8
Senior Utility Operator	10

NOTE: Any updates in classifications and compensation are subject to Council approval.

SECTION 2. It is agreed that an employee will be eligible for five percent (5%) pay increases annually on the employee's evaluation date with standard or above performance evaluations until the employee reaches the maximum of his/her paygrade.

The Lake City Employee Association accepts the wage schedule in this Article 15 for the duration of this contract. Employees who do not reach the maximum of the wage range after receiving all eligible service time increases shall continue to be reviewed annually and receive a five (5%) percent increase until maximum wage of the classification is reached as long as the overall performance evaluation is rated as standard or above.

1 year	2 years	3 years	4 years	5 Years	6 Years	7 Years
5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	5% Increase	5% Increase

SECTION 3. In addition to the increases listed in Section 2, at the beginning of the pay period that includes October 1, and in each of the subsequent two (2) years of the contract, the City will provide a market adjustment increase according to the following schedule.

October 1, 2023: 5.0%
October 1, 2024: 3.0%

In addition, the City shall make, a one-time payment of Two Thousand Five Hundred and no/100 Dollars ($2,500.00) to each person who is represented by LCEA at the time of payment. Said payment shall occur on October 27, 2023.

SECTION 4. An employee will receive a ten (10%) percent increase upon promotion not to exceed the classification wage maximum and shall be at least equal to the minimum rate of the appropriate wage level upon appointment. Credit for City service shall stay in effect when determining eligibility for additional increases based on the service time wage increase sequence in Section 2 of this Article. A promoted employee is eligible for a five percent (5%) increase after twelve (12) months with a standard or above performance evaluation. Thereafter, the effective date of the promotion becomes the new anniversary evaluation date and the employee will be eligible for five percent (5%) increases annually until the employee reaches the maximum of the newly promoted pay grade. Increases must be at least twelve (12) months apart.

SECTION 5. SHIFT DIFFERENTIAL: In addition to the established wage rates, the employer shall pay an hourly premium for the following: All hours worked on a regular scheduled shift beginning between 3:00 p.m. and 12:00 midnight shall be paid an additional twenty-five cents ($.25) per hour. All hours worked on a regular scheduled shift beginning between 12:00 midnight and 3:59 a.m. shall be paid an additional fifty cents ($.50) per hour. The differential rate is applied based on the time the work begins, and applied for all hours worked.

SECTION 6. EDUCATIONAL INCENTIVE PAY: It is agreed that employees who earn or who have earned degrees from accredited colleges that is not a requirement of the position shall be paid the following, whichever is greater, which is in addition to base wage:

Associates Degree	.19/hour
Bachelor's Degree	.37/hour
Master's Degree	.47/hour

SECTION 7. LICENSE/CERTIFICATION PREMIUMS. It is agreed that employees shall be eligible for additional compensation when attaining a license and/or certification in accordance with the following:

As of October 1st 2023, the following conditions apply:

1. Licenses/certificates: Employee must obtain written prior approval by the Department Head.
2. The licenses/certifications must be applicable to the work performed by the department and shall not be a requirement included in the employee's position classification.
3. Licenses and/or certifications set forth as a minimum requirement in a position classification are not eligible for this premium.
4. Only regular benefited, non-probationary employees are eligible.
5. The premiums are one time payouts and the amount determined by the category is paid for each certification received.
6. The employee requesting any premium payment compensation will provide all necessary documentation to the Department Head . The Department Head will forward approval to Human Resources for the one-time wage premium compensation. The one-time wage premium compensation shall not be denied if the employee obtained written prior approval of the Department Head for the license/certification. If a license/certification is not listed below, consideration for approval of additional licenses/certifications will be provided to the Department Head and Human Resources Director.
7. The examples are illustrative only and licenses/certifications are not limited to the list below:

Eligible licenses/certifications

Category I - $150.00
(Requires 25 hrs or less prep time on or off work)
Permit Tech-(ICC)
Landscape Tech
Softscape Installation
Hardscape Installation
Turf Maintenance
Irrigation Installation
Flagger Technician/Certification
Commercial Driver's License –Class "B"
Traffic Control Technician

Category II - $250.00
(Requires 25 to 45 hrs prep time on or off work)
Backflow Certification
Playground Safety Inspection Certification
Certified Arborist
Plumbing Inspector-(ICC)
Electrical Inspector-(ICC)
Fire Inspector I-(ICC)
Fire Inspector II-(ICC)
Residential Plans Examiner-(ICC)
Mechanical Inspector Residential-(ICC)
Building Inspector Residential-(ICC)
Road Scholar Certification Program

Pesticide Applicators License
Commercial Drivers License - Class "A"
Traffic Control Supervisor Certification

Category III - $300.00
(Requires 45 to 80 hrs prep time on or off work)
Class II Treatment or Lab Analyst-(license)
Class II Collection or Distribution-(license)
Accessibility Inspector-(ICC)
Building Inspector Commercial-(ICC)
Mechanical Inspector Commercial-(ICC)
Plans Examiner IBC-(ICC)
Road Master Scholar Certification Program

Category IV - $500.00
(2 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully pass the required test)
Traffic Control Instructor
Class III Treatment of Lab Analyst-(license)
Class III Collection or Distribution-(license)

Category V – $600.00
(4 yrs of post High School Education, 4 yrs related experience, 2 yrs of supervising personnel and successfully pass the required test)
American Institute of Certified Planners (AICP) Certification
Class IV Treatment or Lab Analyst-(license)
Class IV Collection or Distribution-(license)
Journeyman Electrical License

ARTICLE 16 – DUES DEDUCTION

The City shall remit on or before the first day of the following month at the place and address directed in writing by the Association, Association dues which are withheld from the pay of requesting employees. Requesting employees shall file a written authorization approving the deduction and remittance from their pay for said dues.

ARTICLE 17 – TUITION REIMBURSEMENT PROGRAM

The City agrees to reimburse employees at the in-state undergraduate tuition rates for public education institutions in Idaho. Reimbursement of the cost of tuition and/or registration fees will be one-hundred percent (100%) with an "A" or "B" grade and eighty (80%) percent with a "C" grade for any courses approved in advance by the Human Resources Director. Courses need to be directly related to the employee's present position or expected promotional position, but which courses are not required by the City and are attended upon the employee's personal volition.

Due to budget limitations and available funds, the City may not be able to approve all tuition reimbursement requests. All books, supplies and travel expenses shall be paid by the employee and the approved courses shall be taken outside of regularly scheduled working hours of the employee. If an employee voluntarily separates from the City's employment within two years of receipt of tuition reimbursement, he/she agrees to reimburse the City in full for the total amount of tuition reimbursement paid by the City to the employee.

The City shall budget $9,000.00 each fiscal year for the potential reimbursement of LCEA employees for this program. Human Resources shall administer this program in accordance with practices and procedures established by the City Council.

ARTICLE 18 – BINDING AGREEMENT

This agreement and all exhibits hereto embody the entire agreement of the parties for the term set forth in the Preamble.

ARTICLE 19 – SEVERABILITY

If an article, or portion thereof, of this Agreement is found to be in conflict with any statute or regulation of the United States or the State of Idaho by a court of competent jurisdiction, such articles, or portions of articles, shall be deemed null and void and of no further effect. However, such articles or portions of articles shall be severable from the remainder of this Agreement, and all other provisions hereof shall continue in full force and effect. The parties agree immediately to negotiate a substitute for an invalidated Article, Section or portion thereof.

ARTICLE 20 – CLASSIFICATION REQUIRED CERTIFICATION

It is agreed that when a classification-required certification or certification renewal is approved for payment, the City will pay the certification provider the incurred cost one time only. Therefore, if the employee is not successful in obtaining the certification during the initial process or not successful in the renewal process, any further cost is at the employee's expense.

ARTICLE 21 – JOB DESCRIPTIONS

All essential job duty changes that would increase/decrease the responsibility level of the position or require changes to the acceptable experience and training or special qualifications to any LCEA-Represented classifications/job descriptions shall be presented to the LCEA Executive Board prior to implementation for its review and comments.

City of Coeur d'Alene

James Hammond, Mayor

ATTEST:

Renata McLeod, City Clerk

Lake City Employees Association (LCEA)

Nick Goodwin, President

Jason Hendricks, Vice-President

ACKNOWLEDGED BY:

Greg Beeman, Council 2

City of Coeur d'Alene

James Hammond, Mayor

Lake City Employees Association (LCEA)

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ACKNOWLEDGED BY:

Greg Beeman, Council 2