

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2020, by and between the City of Pocatello, a municipal corporation of the State of Idaho (hereinafter referred as "City"), and the Fraternal Order of Police, Portneuf Valley Fraternal Order of Police, Local Lodge #13, (hereinafter referred to as the "Union").

The parties agree to amendment of the following terms of the Collective Bargaining Agreement for the October 1, 2019 to September 30, 2020 fiscal year:

ARTICLE 7 - COMPENSATION

Section 8. Physical Fitness Incentive

Each member of the Bargaining Unit will be compensated for achieving certain score levels on the Idaho POST physical test or the department established physical fitness test as defined in the PAR. The test is voluntary and has no effect on an individual's performance evaluation. The score levels and corresponding bonus is as follows:

- a. \$350.00 for a score achievement of 85 points or greater;
- b. \$225.00 for a score achievement of 75-84 points;
- c. \$100.00 for a score achievement of 60-74 points.

The test will be offered once in April and once in October each year as determined by the Chief of Police. An individual may take the exam each time it is offered. Compensation earned through meeting the above required point levels will be paid in the first payroll in May and November following the date the individual passes the test.

Intent: the addition of a department specific test as a qualifying test is an effort to reduce on the job injuries by offering a lower impact testing option for employees. There might be a slight impact in the incentive payouts, if the increase exceeds the budget line item the police management team will absorb the increase through their operating expenses. This item was

discussed last October but it was determined to not be an ideal time for an MOU for a brand new contract.

Section 19. Physical Training and Recreation

All Bargaining Unit members are allotted three (3) hours per 40-hour work week of physical fitness time while on duty. Sworn members shall take this in three (3) 1 hour blocks as manpower permits. Non-sworn members may take this in 45 minute blocks with authorization from their immediate supervisor. This time does not accumulate if it is not available to a member during their 40-hour week.

Intent: the CBA for FY2020 allotment of time does not equal 3 hours for non-sworn members. We are increasing the daily threshold for non-sworn members from 30 minutes to 45 minutes to allow for non-sworn who work four (4) 10 hours shifts. There is no fiscal impact to this item.

ARTICLE 15 – EMPLOYEE ASSISTANCE PROGRAM

All Sworn Officers, Dispatchers, and Evidence Technicians are provided an enhanced Employee Assistance Program (EAP) which includes one (1) mandatory visit per fiscal year and up to twenty (20) voluntary visits per incident. The one mandatory visit will be paid regular time. Any subsequent visits will be on the employees own time or by utilization of sick leave per CITY policy. In the event that a person has a medical diagnosis related to a condition for which EAP is being utilized, they can no longer continue with the EAP program for that condition and will need to utilize health benefits for treatment.

All other Civilian personnel will be participants in the standard EAP program offered by the CITY. All Sworn Officers, Dispatchers, and Evidence Technicians and their dependents will have access to EAP.

Intent: There is a change in our Enhanced EAP provider for FY2021 and the new carrier will include the cost of the employee's dependents in the monthly cost, therefore dual enrollment in the two EAP programs is unnecessary. This also clarifies that medical diagnosis situations cannot be treated through EAP.

This Memorandum of Understanding pertains only to Article 7, Sections 8 and 19 and to Article 15. of the Collective Bargaining Agreement as outlined above. All other terms of the Agreement for fiscal year October 1, 2019 through September 30, 2020 shall remain in full force and effect.

The City and Union expressly agree that the above language shall supersede and replace all current language contained in the above specifically identified Articles of the current Collective Bargaining Agreement for fiscal year October 1, 2019 through September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF POCA TELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH NEWSOM, City Clerk

FRATERNAL ORDER OF POLICE,
PORTNEUF VALLEY FRATERNAL
ORDER OF POLICE, LOCAL #13



ADRIAN WADSWORTH

11(b)

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THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2020, by and between the City of Pocatello, a municipal corporation of the State of Idaho (hereinafter referred as "City"), and the Fraternal Order of Police, Portneuf Valley Fraternal Order of Police, Local Lodge #13, (hereinafter referred to as the "Union").

WHEREAS, the parties entered into a Collective Bargaining Agreement (CBA) dated August 15, 2019, which agreement is set to expire September 30, 2020.

WHEREAS, due to the current worldwide pandemic of COVID-19, the City and the Union believe it to be in the best interest of both parties to extend the current CBA.

NOW THEREFORE, in consideration of the above, the parties agree to extend the provisions of the Collective Bargaining Agreement entered into August 15, 2019, to September 30, 2021.

Both parties acknowledge that by extending the CBA, the terms of the following Memorandum of Understanding shall also remain in effect until such time as a new CBA is negotiated and executed by both the City and the Union:

- August 6, 2020 Article 7, Section 8. Physical Fitness Incentive
- Article 7, Section 19. Physical Training and Recreation
- Article 15. Employee Assistance Program

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first above written.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

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