

MEMORANDUM OF UNDERSTANDING (MOU)

by and between

Idyllwild Fire Protection District (IFPD)

and

Idyllwild Career Firefighter's Association (ICFA)

JULY 01, 2026 – JUNE 30, 2030

PREAMBLE:

The Idyllwild Fire Protection District (IFPD) was developed for the protection of life, property and fire prevention for the citizens of Idyllwild, California. The IFPD is governed by the Laws of the State of California. The citizens of Idyllwild elect five (5) Fire Commissioners to oversee the Fire District. As such, the IFPD Board is charged with maintaining appropriate service levels to implement "All Risk emergency" Fire and EMS service to its citizens.

This agreement is developed to provide the full understanding between the IFPD and the Idyllwild Career Firefighters Association (ICFA)

This document embodies a written memorandum of the entire understanding and mutual agreement of the parties as required by Government Code Section 3505.1 and supersedes all prior Memorandum of Understanding and verbal agreements between the parties hereto. This Agreement between IFPD and the ICFA will be valid for the period beginning July 01, 2026 and ending June 30, 2030.

RECOGNITION:

The ICFA employee group (bargaining unit) consists of full-time Career employees which carry out all the emergency service needs for the community of Idyllwild, and those served through our provisions of Automatic and Mutual Aid.

The Idyllwild Fire Protection District (IFPD) recognizes the "Idyllwild Career Firefighters Association" (ICFA) as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours and other conditions of employment for all full - time career personnel with the following ranks:

*Fire Chief

*(The IFPD Fire Chief maintains all benefits as received by Full Time Career Staff defined throughout this MOU and also maintains a separate "employment agreement" with the IFPD and shall not be a voting member of the ICFA)

Chief Officers: Deputy Chief / Assistant Chief / Division Chief / Battalion Chief.

Company Officers: Fire Captain Paramedic. Fire Captain EMT / Fire Apparatus Engineer Paramedic, Fire Apparatus Engineer EMT.

Subordinate Personnel Positions: Firefighter Paramedic, Firefighter EMT.

CONSTANT STAFFING

Chief Officer Staffing:

Recognition of positions: Fire Chief (As appointed by the IFPD Board of Fire Commissioners) All additional Chief Officer positions (Deputy Chief/ Assistant Chief/ Division Chief/ Battalion Chief) are to be designed and assembled at the direction of the Fire Chief as appropriate and as Ratified by the Board of Commissioners.

Company Officers and Subordinate Career Position Staffing:

The IFPD and ICFA agree to a Career staff minimum daily workforce staffing of 3/0. This will include:

- (1) Fire Captain "Paramedic" or "EMT" (As approved by the IFPD Fire Chief)
- (1) Fire Apparatus Engineer. "Paramedic" or "EMT"
- (1) Firefighter "Paramedic" or "EMT"

3/0 Constant Career staffing shall include a minimum 2/0 Paramedic daily coverage.

The Fire Chief may elect to increase the above minimum staffing levels as needed to meet the service needs of the Fire District.

USE OF INTERN RESERVES AND VOLUNTEERS:

The IFPD and ICFA agree that augmentation of the Career staffing may be made up of at least (1) one additional non - represented member per day. These members are NOT covered or included in the auspices of the ICFA and can be Part Time, Seasonal, Intern Reserve, Limited Term Firefighter, EMT's , Paramedics, Volunteer EMT's, Ambulance Attendant EMT's and other Personnel as assigned. In no event should Intern Reserves or Volunteers be used to augment the base minimum daily 3/0 association member staffing until the district has exhausted every reasonable effort to fill the position with a qualified full time Career member of the association.

WORK PERIOD:

The work period for employees regularly assigned to a platoon schedule shall be nine (9) shifts in 27 consecutive days. Two consecutive shift days shall be 24 hours each, from 8:00 AM to 8:00 AM under the guidelines of the, "48/96 Hour" Platoon Schedule. (The IFPD Fire Chief reserves the right to modify the shift assignments and timeframes as necessary to meet the ongoing and future needs of the district.

All benefit time, such as holiday, longevity, sick leave, vacation, etc., shall be counted as hours worked for overtime purposes. Benefit time is compensated time for which an employee does not actually work.

WORK WEEK:

The established work week for District employees assigned to shift work is 56 hours and is based on a three platoon system ("A" Shift / "B" Shift / "C" Shift).

Attendance at regular drills shall be paid to Career Staff members at the overtime rate of each employee. On duty personnel shall not be additionally compensated for drills. Approved standby time by regular employees shall be compensated at the overtime rate of each employee. All District employees shall respond to fire, EMS and other alarms as directed, even when this results in their working more than 56 hours per week.

RECALL:

All ICFA members shall make themselves available for emergency recall to the District as needed. Each employee who is "called back" to duty to perform services for or on behalf of the Fire Protection District shall be compensated at the normal overtime rate of each employee and each employee that has been recalled will receive a minimum of four (4) hours of compensation.

PARAMEDIC SCHOOL:

Firefighter / EMT's that are provided with the opportunity to attend Paramedic School shall be held to a two (2) year contract agreement for service to the IFPD after successful completion and certification from a recognized and IFPD approved paramedic school, and licensure by the State of California and local EMS agency as a paramedic. Should an employee not complete paramedic school a second opportunity will NOT be granted by the IFPD. Completion of paramedic school does NOT constitute promotion or reclassification to a paramedic position. (Special and extenuating circumstances may be reviewed and approved by the Fire Chief on a case-by-case basis.)

Upon completion of District sponsored Paramedic school the EMT will be expected to work within his/her capacity as a Paramedic for a period of a minimum of two (2) years. If the EMT fails to complete a minimum of two years of service in the capacity as a Paramedic, the EMT would owe the IFPD a prorated share of any IFPD funds used to support the EMT's paramedic schooling.

When a vacancy exists at the Paramedic level within the IFPD the EMT will then be eligible to test for an increase to the Paramedic wage step within his/her rank based on the following.

- Must be eligible and successful in the testing process.
- An open position must be available to move into.
- All other job requirements must be met.
- Certification in all required areas must be current.

Should no position be open or available then the EMT will continue to work in his/her capacity as a Paramedic without promotion.

EMT's, which work as Paramedics while awaiting an open position, will receive a 2.5% base pay increase throughout the first year if they work as a Paramedic. EMT's, which work greater than one year after July 01, 2026, while awaiting an open position will receive an additional 2.5% base pay increase for a maximum of 5%. EMT's must work as a Paramedic and receive written authorization by the IFPD Fire Chief in order to receive the percentage increase.

NONDISCRIMINATION:

The IFPD and the ICFA mutually agree that there shall be no unlawful discrimination against any employee or applicant for employment because of age, race, creed, color, national origin, sex or any other State or Federally protected class.

MANAGEMENT RIGHTS:

Nothing in this Section shall constitute a waiver of ICFA rights to bargain over wages, hours and working conditions.

All matters not specifically enumerated as within the scope of representation in Government Code Section 3504 or not limited by the express terms of other sections of this Agreement are reserved for the District.

In order to ensure that the District shall continue to carry out its safety, medical aid services, fire protection, function, programs, and responsibilities to the public imposed by law, and to maintain efficient and responsive fire protection service for the citizens of the District, the District reserves and retains management rights including, but not limited to, the following:

To manage the affairs of the District and determine the policies and procedures of the District, provided that said policies and procedures that affect wages, hours, and working conditions are subject to Meet and Confer.

To determine the necessity, organization, and implementation of the service and activity conducted by the District.

To determine the nature, manner, means, extent, type, time, quantity, technology, quality, standard, and level of fire services to be provided to the public.

To require performance of other related safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the District.

To determine methods of financing and funding and to implement feasibility studies related to all major purchases to ensure the immediate and long-range financial sustainability of the District.

To determine the issues of public policy and the overall goals and objectives of the District, and to take necessary action to achieve the goals and objectives as necessary.

To maintain order and efficiency in the facilities and to appoint a qualified Fire Chief to manage the operations of the District.

To take all necessary steps and action(s) to carry out the service requirements and Mission of the Department.

The Fire Chief maintains efficient, professional and effective service provisions and oversees all Operations and Administration for the District. The Fire Chief also acts as the Authority Having Jurisdiction (AHJ) for the District and reserves all rights as are lawfully afford including but not limited to the right to adjust shift schedules as necessary.

All other rights of Management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District, even though not enumerated above. The exercise of any right reserved to the District herein in any particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

EMPLOYEE RIGHTS:

Except as limited by the specific and express terms of this MOU, the fire personnel represented by the Association hereby retain and reserve onto themselves all rights, powers, authority, duty and responsibilities confirmed on and vested in them by the laws and the constitution of the State of California and/or the United States of America. Nothing in this MOU is intended to circumscribe or modify the existing rights of the fire personnel represented by the Association, except as limited by the specific and express terms of this MOU, that exist by virtue of the laws and the constitution of the State of California and/or the United States of America. (None of the newly agreed upon rights or benefits found within the provisions of this document extend to previous members of the ICFA which are NOT members as of the date of this MOU)

REDUCTION IN FORCE:

The Board of Commissioners shall designate a Committee to meet with the Fire Chief and ICFA to research and determine alternate forms of financial reduction prior to any decision being made as to personnel reductions. Should it become necessary through lack of funds, or for other acceptable reasons to reduce the number of employees within the bargaining unit, the Fire Chief shall give at least two weeks' advance written notice to the Board of Commissioners and the ICFA of the number of positions involved. The Board of Commissioners shall thereupon designate the order of layoff in accordance with this language, and the Fire Chief shall process the necessary personnel actions. Emergency, temporary, part-time, trainee, and extra - help employees shall be laid off in that order prior to the layoff of any regular full-time safety employees. The order of layoff shall thereafter be determined by the following process:

- (a) Layoffs are made in order of seniority starting with the members with least seniority being laid off first, until the required reduction is affected.

(b) When two or more members with the same seniority are to be considered in layoffs, the order shall be determined by the placement on the hiring list from which they were selected, i.e. the highest-ranking candidate would have seniority over the lesser ranking candidate.

(c) This procedure shall continue until required reductions have been made.

Any non-probationary employee laid off under this rule shall have the right for one and one half (1 1/2) years to be re-employed upon the first vacancy occurring in the department at the rank at which they held when laid off or at a lesser rank if that is the only opening, provided he/she possesses the minimum requirements of knowledge, skill and experience for such vacancy and such right shall take precedence over the regular employment or promotion lists. In the event more than one employee was laid off, the rights to re-employment shall be in the order of seniority in said rank before layoff. In the event two or more employees within the same rank are determined to be equal in seniority, the order of reduction shall be determined by the placement on the promotional list from which they were selected, i.e. the highest-ranking candidate would have seniority over the lesser ranking candidate.

Seniority: defined as; priority due to length of service. Length of service is based on an individual employee's official hire date on file with the IFPD.

SALARY SCHEDULE:

The 7/01/2026-30 Salary Schedule accompanying this MOU and is attached and agreed upon as "Exhibit A".

This MOU includes the agreed upon base and other salary adjustments/modifications:

SEE NEW SCHEDULE as Attached:

HOLIDAYS:

New Years, MLK Jr. Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas. (Holidays shall be compensated at 5% of base salary).

LONGEVITY:

Shift personnel shall be compensated for longevity based on this compensation agreement at the rate of: 3.0% of monthly salary for years eleven (11) through Fifteen (15)

Longevity pay shall increase to 5% for years sixteen (16) through Twenty (20); and increase to 7% of monthly salary after Twenty (20) years. Years equal to continual years of IFPD service.

HEALTH INSURANCE (Medical, Dental, Vision):

Health coverage shall be provided for all members through PERS. For each new member the District will contribute \$ 1050.00 a month towards the PERS Health "Cafeteria" Plan. (Employees may opt. out of this program and receive the cash equivalent of the District benefit amount).

Firefighters (EMT or Paramedic) employees are to receive \$ 1050.00 per month upon appointment to position.

Engineers (EMT or Paramedic) are to receive \$ 1250.00 per month upon appointment to position.

Captain Paramedics are to receive \$ 1350.00 per month upon appointment to position.

The "Cafeteria" plan will be increased each subsequent year by \$100.00 monthly to a maximum amount of \$ 2050.00 per month .

It is understood that any changes in Retirees Health Benefits will be in accordance with PERS Rules and requirements governing same.

LIFE INSURANCE STIPEND:

Beginning July 01, 2026, the following "lump sum" caps for life insurance will apply for the duration of this agreement. Based on years of service the following schedule shall apply:

0-5 years of service: \$ 1200.00 per employee. (\$ 100.00 monthly)

6-10 years of service: \$ 1500.00 per employee. (\$ 125.00 monthly)

11-15 years of service: \$ 1800.00 per employee. (\$ 150.00 monthly)

15 – Separation: \$ 3000.00 per employee. (\$250.00 monthly)

SICK LEAVE:

Each regular full-time employee of the District which is covered by this MOU shall accrue Sick Leave for each full month of employment. Such Sick Leave credit shall have unlimited accumulation. Sick leave may be used beginning on the 90th day of continued employment. This is equivalent to 12 hours (1/2 of a 24 hour shift) for all members.

A member who has been employed by the District for a continuous period of five (5) years or more, shall receive Sick Leave credit, for all accumulated sick time through Cal PERS to the maximum allowable hours. Remaining unused Sick Leave, up to and not to exceed 1440 hours of straight-time pay, will be compensated to the employee at time of separation, retirement, or death. Accumulated sick time which is over 1440 hour maximum will be reimbursed annually at the end of each calendar year. Employees who are rehired within one year from the date of their termination of employment will have any unused sick leave reinstated. Sick leave is deemed used if cashed out or converted to PERS credit.

Sick Leave may be used may be used by the employee or for a family member as required by applicable California Law.

All accumulated sick leave time shall be compensated at base salary hourly rate at the time of separation, retirement or death within the above limitations.

All sick leave accumulation is subject to CAL PERS Rules and Regulations regarding the same.

If the need for paid Sick Leave is foreseeable, the employee must provide their immediate supervisor with reasonable advance notification. If the need for paid Sick Leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable. In all cases, the employee must call in no later than prior to the start of the shift.

- *(For current career employees with greater than 15 years of continuous service and an accumulation of over 2,160 hours beginning 7/1/2026 sick time buyout will be made to an overall maximum carry of 2,160 hours, all hours not compensated directly to the employee will be applied as work time credit through Cal Pers at time of separation from service with the IFPD , any remaining unused sick time to be paid out in full.)*

VACATIONS:

All ICFA members shall earn vacation leave credit as follows:

0 — 6 months — 0 hours (Accumulation of 10 hours per month with no rights to those hours until the beginning of the 7th month) 7 months — First year — 120 hrs. total (10 hrs, per month)

2nd through 5th years — 144 hrs. per year (12 hrs. per mo.)

6th through 10 years - 216 hrs. per year (18 hrs. per mo.)

After 10 years - 288 hours per year (24 hours per month)

Vacation time for all shift personnel may only accumulate to 288 hours annually. Accumulated hours over 288 will be compensated at base rate pay at the end of each calendar year. At time of separation of service from the District, each employee shall receive payment for all accumulated vacation leave.

BEREAVEMENT LEAVE:

Bereavement leave is an absence occasioned by the death of a member of the immediate family of the employee.

Forty eight (48) hours of bereavement leave for fire personnel assigned to a 56 hour work week, and thirty two (32) hours for fire personnel assigned to a 40 hour work week may be used in the event of the death of an immediate family member, herein defined as a father, mother, husband, wife, children, sister, brother or registered domestic partner of the employee. Fire Personnel may not use bereavement leave more than twice per calendar year.

Requests for bereavement leave shall be made in writing, when feasible and shall be approved by the Fire Chief. In the event the emergency required the presence of the employee, and he/she could not prospectively make a request, subsequent approval must still be obtained in writing.

All bereavement leave time used will be deducted from the employee's sick time accruals.

WITNESS LEAVE:

Fire personnel required to serve as a witness pursuant to a lawful subpoena that was generated as a result of the employee's on duty time with the IFPD and/or their actions within the scope of their employment with IFPD in a matter other than one to which the employee is a party shall be allowed time off without loss of pay to perform such duties. In addition, per California Labor Code § 230(b) and (c) an employee shall be allowed time off but with loss of pay, if the employee is a party to the matter for reasons other than actions within the scope of the employee's current or past public employment.

JURY DUTY:

Paid leave time for jury duty will be in accordance with State Law. An employee will be allowed paid time off for the actual time lost from an assigned shift including travel, to attend jury duty, provided advance notice has been given to the District at the time the employee receives a summons. As is reasonable employees shall return to complete their shift if released from jury duty before their shift has ended. All fees to which the employee is entitled by law for such service shall be paid (less transportation allowance, if any) to the IFPD.

PENSIONS:

District to pay percentage of salary as designated by PERS for safety and miscellaneous employees as members of the 3% at 55 plan. Employees are to pay 2% of their base salary towards their PERS retirement, all additional cost is to be paid by the District, which shall be deposited into each individual employee's retirement fund. All employees shall receive credit for any accumulated sick leave through PERS upon retiring. Employees shall receive Employer Paid Member Contributions (EPMC) paid by the District. Employees shall receive the 1959 Survivor Benefit, Fourth Level (\$3.50/month paid by the District, and the employee pays \$2.00/month). All the above is subject to Cal PERS retirement rules.

All Public Safety Employees hired prior to January 1, 2013, the District is to pay the percentages of salary as designated by PERS for Public Safety employees as members of the 3% at 55 plan. Public Safety

Employees are to pay 2% of their base salary toward their PERS retirement, all additional employee costs are to be paid to PERS by the District.

All Public Safety Employees shall receive credit for accumulated and un-used sick leave through PERS, upon retirement. Public Safety Employees shall receive Employer Paid Member Contributions (EPMC) paid by the District. Public Safety Employees shall receive the 1959 Survivors Benefit, Fourth Level (\$3.50/month paid by the District, and the employee pays \$2.00/month).

For Public Safety Employees hired after the January 1, 2013, changes were mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA). New Public Safety Employees (as defined by Cal PERS) hired after January 1, 2013 will be enrolled in the PERS 2.7% at 57 plan and will be required to contribute the full employee's contribution (currently at 9%). There is no change to the remainder of the above pension coverages. All the above is subject to Cal PERS retirement rules.

UNIFORMS/ BADGES:

Department uniforms are provided through a "Quartermaster System" and are considered property of the Idyllwild Fire Protection District. Uniforms are to be provided to all Career employees by the District in conformance with any and all Federal, State and Local Ordinances and Laws. Sworn Employees are to receive Badges with the appropriate rank from the District. (lost badges or uniforms are the responsibility of the employee, any replacement cost other than reasonable wear and tear will be paid by the employee.)

The Quartermaster system works through the Safety Committee to determine which items are the "best fit" for personnel of the Idyllwild Fire Protection District." Each employee shall receive a minimum of two (2) full class "B" uniforms to include:

- 2 Nomex Shirts / Patches. 10 T Shirts One Pair of Work Boots (TBD)
- 2 Nomex Pants. All Required PPE.
- 1 leather Belt.

Uniforms shall be "uniform" throughout all Company Officer and Subordinate rank personnel. The Fire Chief will determine the acceptable IFPD uniform for all Chief and Company Officers and Subordinate Staff.

ANNUAL MEDIC SKILLS PAY STIPEND:

A \$ 6,000.00 Annual Medic Skills Pay Stipend shall be paid monthly in the amount of \$ 500.00. This Stipend will be paid to all qualified and authorized paramedics working in this capacity.

REQUIRED SCHOOL AND TRAINING:

All required schooling for recertification is to be compensated at base hourly rate of employee for "in class" time as required by local EMS. Any hours required as "repeat" shall not be additionally compensated.

Mileage shall be paid at \$.70 per mile. Employees must obtain written approval from the Fire Chief in order to be reimbursed for mileage. A District vehicle may be available for use for these recertification classes and is to be arranged by a company officer through the Fire Chief.

Any deviation from the above shall only be permitted with written approval of the Fire Chief.

EMPLOYEES COVERED LESS THAN 207 (K):

The Idyllwild Fire Protection District (IFPD) shall adopt and implement a 207 (K) partial exemption under the Fair Labor Standards Act (hereinafter FLSA) for employees in the Firefighter/EMT, Firefighter/Paramedic, Engineer/Paramedic, Engineer / EMT, Captain/Paramedic positions. Such employees shall be treated as if covered by FLSA without prejudice to the party's position regarding exemptions, which may be legally available under the FLSA for certain classes in the Unit. (FLSA Paid at 3% of base salary paid monthly).

OVERTIME Mutual Aid and Portal to Portal:

An employee's regular rate of pay for overtime purposes shall include base pay plus all non - discretionary bonuses, which includes Cola, Longevity, Holiday, Paramedic Stipend, Life Insurance and FLSA.

All employees covered under this agreement include ranks of:

Fire Chief, Deputy Chief, Assistant Chief, Division Chief, Battalion Chief, Captain, Engineer and Firefighter will be paid from time of notification of assignment until return from assignment to the home unit for all Mutual, Auto and Other work-related requests and assignments. All above-mentioned positions receive overtime rates and Portal to Portal pay which includes all Career "Full-Time" / "Part-Time" / "Seasonal" / "Temporary"/ Intern and Trainee Employees.

COLA

COLA negotiations may be opened for good faith bargaining from time to time (generally on an annual basis) during the life of this agreement. (An annual budgetary review will be completed, followed by discussions and determinations on the capability of providing for a cost-of-living adjustment "cola").

ASSIGNED TO A HIGHER-RANKING POSITION:

Definition: Safety employees directed to perform duties in a higher-ranking position(s) shall be entitled to a salary rate increase of 5% *after* 24 hours of contiguous performance at the higher-ranking position.

Assignment Process: The Fire Chief shall determine that at the time of the appointment the employee is assigned and held responsible to fully perform all of the duties normally associated with the higher-

ranking position without limitation as to difficulty or complexity of assignments. The employee shall be required to meet standards for satisfactory performance normally required at the higher - ranking position.

Deferred Compensation:

Employees are encouraged to participate in the District Sponsored 457 deferred compensation plan. As such employees that do participate in the District Sponsored plan will be eligible to receive the following District participation in the 457 plan as follows:

Year 1 (The District does not provide for or participate in probationary employees 457 plan(s).

Years 2-10 (The District will contribute up to 2.5% of an employee's base salary monthly)

Years 11 – 15 (The District will contribute up to 5% of an employee's base salary monthly)

Years 16-20 (The District will contribute up to 7.5% of an employee's base salary monthly)

Years 21 – Separation from employment (The District will contribute up to 10% of an employee's base monthly salary, monthly)

An employee contributing to his/her District Sponsored 457 plan must make an equal contribution to qualify for this benefit.

- Example: An employee with 12 years of continued service and base monthly salary of \$10,000.00 monthly is eligible for a District sponsored match of up to \$ 500.00 monthly (Or a total annual District matched benefit of \$ 6,000.00 annually to their 457 plan). The employee may contribute a larger amount to their 457 plan monthly but must contribute an amount equal to or greater than the districts contribution amount. In this example, an employee with 12 years of continued service that contributes less than 5% will only receive a District match that is equal to the employee's contribution level. I.e. (A \$ 200.00 contribution by the employee would only be met with a \$ 200.00 District contribution)
- The districts per employee contribution "cap" over the lifetime of employment is set at a maximum of \$ 200,000.00.

MANDATORY MEETINGS:

Personnel and CQI meetings are important to the Idyllwild Fire Department for the reason of keeping an open and informative atmosphere. In order for us to make this a team effort everyone should be involved and being involved means being informed. Employees are encouraged to attend all CQI meetings and shall attend Personnel and Staff meetings as directed by the Fire Chief.

DISCIPLINARY HEARING PROCESS:

The Idyllwild Fire Protection District ("District") and the Idyllwild Career Firefighters Association ("ICFA") have met and conferred and agree to the following disciplinary appeal process:

A. DEFINITIONS

1. Unless otherwise stated, a "day" is a calendar day.
2. Representative(s) - A representative is a member of the unit, Association representative(s), or legal counsel who shall represent any party in interest at his/her election.
3. Association - Association means the Association elected as the exclusive representative or designee thereof.

B. APPEAL PROCESS. The District will provide for final and binding arbitration for disciplinary appeals regarding "punitive action" (as defined in the Firefighters Procedural Bill of Rights), including but not limited to: dismissals, demotions, suspensions without pay, reduction in salary and transfer for purposes of punishment for non-probationary employees. Prior to arbitration, the Employee must first request an appeal before the District's Board as set forth below.

In those cases, regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the District and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

- a. Does a preponderance of the evidence support a finding that misconduct did occur?
- b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the District?
 - i. If yes, the discipline shall be sustained.
 - ii. If no, the discipline shall be subject to modification.

C. REQUEST FOR APPEAL TO BOARD.

1. Upon receipt of a notice of discipline that constitutes punitive action pursuant to the Firefighters Procedural Bill of Rights, an employee may make a request for an appeal in writing to the Board in care of the Fire Chief. Any such request for appeal must be made within ten (10) days of receipt of the notice. The Board shall, at its next regularly scheduled meeting after receipt of the written notice, set the matter for hearing before the Board. The hearing shall be conducted in closed session, unless the Employee makes a written request at least seven (7) calendar days prior to the hearing to have it in open session.
2. The hearing shall proceed in the following manner:

- i. The District shall be permitted to make an opening statement.
 - ii. The appealing party shall then be permitted to make an opening statement.
 - iii. The District shall produce the evidence on its behalf.
 - iv. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.
 - v. The Parties may then, in the above order, respectively offer rebutting evidence, unless the Board for good cause, permits them to reopen and offer evidence in their case in chief.
 - vi. Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the Board. The District shall have the right to open the closing arguments followed by the employee. The District shall then have the right to reply.
3. Within fourteen (14) calendar days of the close of the hearing, the Board shall issue its written decision to the Fire Chief and the Employee.

D. REQUEST FOR APPEAL TO BINDING ARBITRATION.

1. Employee's may appeal the Board's decision by filing a written request for binding arbitration within fifteen (15) days of the date of the Board's decision. The request for appeal shall be sent to the Board President. The Board President shall forward the request for appeal to the Fire Chief.
2. Within ten (10) calendar days of receipt by the Fire Chief of a timely request for appeal, the Parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable arbitrator. If said meeting either does not occur or if said meeting does not result in the selection of an arbitrator, then within fifteen (15) calendar days of receipt by the Fire Chief of a timely request for appeal, the Fire Chief shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential advisory arbitrators be sent jointly to the appellant and to the District.
3. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the Parties shall by telephone or other mutually acceptable means, select an arbitrator by means of alternate striking of names until one name remains. Said individual shall be the arbitrator. Determination of which party shall make the initial strike shall be by lot.
4. Within five (5) calendar days of said selection process being completed, the Fire Chief shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

5. The hearing shall commence on a date mutually agreeable to the Parties and to the arbitrator, but in no case greater than 30 calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the Parties.
 - a. All arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than forty-eight (48) hours before the hearing, that the hearing be open.
 - b. Subpoenas shall be issued by the arbitrator at the request of either party. The Administrative Procedures Act rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.
 - c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.
6. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the Parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both Parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be binding.
7. The District shall record the arbitration. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

E. TIME LIMITS.

It is specifically agreed and acknowledged by the Parties that failure by the appellant to strictly comply with the time limitations for appealing the action shall be considered a jurisdictional defect and shall result in a waiver by the appellant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The District shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein.

SAVINGS CLAUSE:

Should any provision of this Contract or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect. Both parties to this agreement will make every effort to promptly amend, correct and accept any and all changes which are mutually agreed upon.

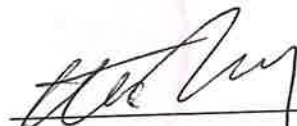
CONTINUATION:

The terms of the Contract may be modified, added to, or deleted during the term of this MOU, but only with written consent of both the District and the ICFA.


- Notwithstanding other provisions contained within or any current standing law that pertains to continued payment of the public employees employed by this District, it is understood that the IFPD Board is reliant upon income outside of its direct control. ICFA understands that in the event there is a suffered loss to the Districts income (revenue stream) it may be necessary to revise the content of this contract. (This provision pertains only to the operational income not under direct control of the IFPD Board) Should such an event transpire the ICFA understands that the contract may need revision and will welcome open renegotiation in good faith.

Affirmations:

 Date _____
Rhonda Andrewson; IFPD President.

 Date 27/Jan/2026
Brett Leseberg; ICFA President

 Date 1-27-26
Daniel Messina, Vice President.

 Date 1-27-26
Greg Minor; Vice President

 Date 1/27/2026
Mark LaMont, Fire Chief