

**FIRST ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF LEWISTON AND FRATERNAL ORDER OF POLICE
LEWIS-CLARK LODGE #10**

THIS FIRST ADDENDUM to the Collective Labor Agreement between the City of Lewiston and Fraternal Order of Police Lewis-Clark Lodge #10 is entered into by and between the City of Lewiston, a municipal corporation (“City”) and Fraternal Order of Police Lewis-Clark Lodge #10 (“Union”). City and Union may also be individually referred to as “Party” or collectively as “Parties.”

WHEREAS, City and Union entered into a Collective Bargaining Agreement, the term of which is October 1, 2017 through September 30, 2020 (“CLA”);

WHEREAS, on March 13, 2020, Idaho Governor Brad Little declared a state of emergency due to the 2019 novel coronavirus (COVID-19), which declaration remains in effect;

WHEREAS, on March 17, 2020, Mayor Michael Collins, with the approval of the City Council, through Resolution 2020-14, declared a local disaster emergency exists in the City of Lewiston due to the occurrence and imminent threat to public health and safety arising from the effects of COVID-19 and appointed the Lewiston City Manager as City’s Director of Civil Defense, which declaration remains in effect until terminated; and

WHEREAS, due to the ever-changing and emergent nature of COVID-19, City and Union desire to agree upon temporary changes to the CLA to meet the needs of the citizens of Lewiston and to keep Union members safe and healthy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Union as follows:

1. INCORPORATION OF RECITALS: The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.

2. DISPLAY OF SYMPTOMS: If a Union member is exhibiting any signs or symptoms of COVID-19 during a shift symptom, then such member shall immediately put on a surgical mask or fitted N95 mask (without exhalation valve preferred, masks with exhalation valve shall have the exhalation valve closed and inoperable), wash his or her hands, and immediately notify his or her immediate supervisor. If a Union member is exhibiting signs or symptoms of COVID-19 prior to the beginning of such member's shift, then such member shall follow the procedures outlined in the Department COVID 19 directional memorandum dated ~~3/20/20~~March 20, 2020 by Chief Hurd.

In either event, such Union member shall be placed on emergency paid sick leave on a modified 40 hour a week schedule pursuant to the Families First Coronavirus Response Act ("FFCRA"). The Union member shall fill out the paperwork required by the City of Lewiston Standard Operating Procedure as well as FFCRA guidelines and contact their section commander for further direction. Such Union member shall not return to work until either: (a) his or her test results indicate such member does not have COVID-19, or (b) seventy-two (72) hours after such member is symptom-free.

4. COVID-19 POSITIVE: If a Union member tests positive for COVID-19, such Union member shall contact their section commander for further direction and follow all orders and directions of City's Director of Civil Defense and Public Health—Idaho North Central District ("Public Health"). Such Union member will be placed on emergency paid sick leave pursuant to the FFCRA. The City of Lewiston Employee Benefit Plan Trust will cover all costs for testing and medical treatment related to COVID-19 for any member of City's health plan for the 2020 plan year. Such member may also submit a worker's compensation claim.

5. RELEASE OF INFORMATION: Upon request from Union, City shall inform Union of the number of Union members who have been quarantined or isolated. City shall not

release the names of Union members who have been quarantined or isolated, except: (a) to Public Health, and (b) as required by law.

6. FOOD: A Union member who is in quarantine or isolation shall be responsible for the cost of his or her food during such period.

7. HOUSING: City shall work with local entities and agencies to help locate housing for quarantined or isolated Union members. City shall be responsible for the cost of housing a Union member who is in quarantine or isolation if the Union member does not wish to quarantine or isolate himself or herself at his or her place of residence. In such case, City shall choose the location to house such member. This provision shall not obligate the City to assist with a Union member's mortgage payments, rent payments, or payments for any other type of shelter personally owned by a Union member, such as a camp trailer.

8. COMPENSATORY TIME: Union recognizes current Federal Emergency Management Agency (FEMA) reimbursement regulations and agrees to forego the election to receive compensatory time instead of overtime as indicated in Article ~~45~~8, Subsection 3 of the CLA. Compensatory time may be approved by the Police Chief on a case-by-case basis if the overtime meets the requirements set forth in Article ~~45~~8, Subsection 3 of the CLA and is not related to COVID-19.

9. AMENDMENTS: This Addendum may be amended only by a writing duly executed by both Parties.

10. JOINT DRAFTING: The Parties expressly agree that this Addendum was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Addendum shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

11. SEVERABILITY: In the event that any provision of this Addendum is found for any reason to be unenforceable, the remainder of this Addendum shall remain in full force and effect and shall be binding upon the Parties.

12. TERM: This Addendum shall remain in effect until City terminates its Declaration of Local Disaster Emergency.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below ("Effective Date").

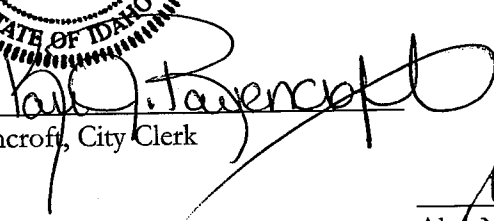
DATED this 13th day of April 2020.

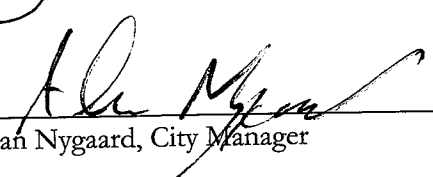


CITY OF LEWISTON



Michael G. Collins, Mayor

ATTEST: 
Kari Ravencroft, City Clerk

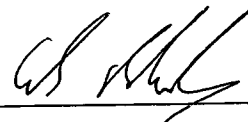


Alan Nygaard, City Manager

DATED this 14 day of APRIL 2020.

Fraternal Order of Police Lewis-Clark Lodge #10


Mike Shore, President

 #424
Cody Bloomsburg, Vice President