

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

LOCAL 4758, INTERNATIONAL)
ASSOCIATION OF FIRE FIGHTERS,)
AFL-CIO,)

Plaintiff,)

Case No. CV-2011-341

vs.)

CITY OF KETCHUM, by and through)
the CITY COUNCIL OF THE CITY OF)
KETCHUM,)

Defendants.)

JUDGMENT

The Court having entered its Findings of Fact, Conclusions of Law and Order, IT IS
HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

1. That the City shall cease and desist in its violation of the Idaho Collective
Bargaining Act;

2. That the City and the Local shall resume their respective obligations to meet and
confer in good faith relative to the unresolved issues that were the proposals under discussion as
of September 25, 2009 and they shall upon the request of either party to meet and confer in good

faith and continue to do so at reasonable times and places until the parties reach an agreement or genuine impasse in negotiations for a collective bargaining agreement;

3. That the City's unilateral changes in the terms and conditions of employment in the 2010 Employee Handbook as to the firefighters are void and that subject to further negotiations the rights and privileges of the firefighters as set forth in the 2005 Employee Handbook are restored and the City shall make whole any benefits of the firefighters that the City unilaterally changed or discontinued;

4. That the policy that firefighters be on the apparatus floor by 8:00 a.m. is subject to mandatory bargaining, which has not yet occurred and that such a policy is not enforceable until the parties submit the matter to collective bargaining;

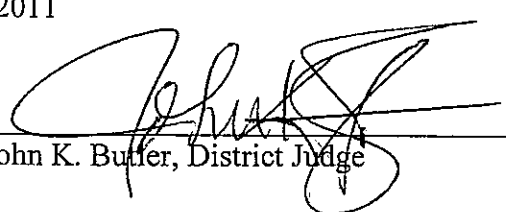
5. That the adoption of the Emergency Vehicle Response Manual by the City is consistent with past policies and practices and is otherwise a management prerogative not subject to mandatory bargaining;

6. The prohibition of "negative accrual of sick leave" is consistent with prior policies and practices as set forth in the 2005 Employee Handbook and the waiver of any such prohibition is a management prerogative;

7. The court will retain jurisdiction to determine the existence of "genuine impasse" in the event that either party should later declare an impasse in the future negotiations.

IT IS SO ORDERED.

DATED this 29 day of November, 2011



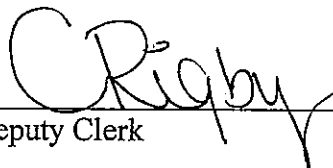
John K. Butler, District Judge

CERTIFICATE OF MAILING/DELIVERY

I, undersigned, hereby certify that on the 29 day of Nov., 2011, a true and correct copy of the foregoing JUDGMENT was mailed, postage paid, and/or hand-delivered to the following persons:

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