



**2019 - 2023**

**AGREEMENT**

**BETWEEN**

**CITY OF MISSOULA**

**AND**

**LOCAL #271**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**



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# AGREEMENT

THIS AGREEMENT, Made and entered into this 27th day of March, 2020, by and between the CITY OF MISSOULA, MONTANA, hereinafter referred to as "Employer", and Local #271, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "Union".

## ARTICLE 1: PURPOSE

- 1.1 In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana state statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, fringe benefits, and other conditions of employment.

## ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department, except the Chief, Assistant Chiefs, Probationary Firefighters, and administrative support positions.

## ARTICLE 3: UNION MEMBERSHIP

- 3.1 The Employer recognizes the lawful rights of members of the Union to self-organize, join, and support the Union for the purpose of engaging in collective negotiations and other lawful concerted activities and for mutual aid and protection. All Employees covered under the terms of this Agreement may voluntarily join the Union. The City of Missoula, including its directors, managers and supervisors, shall remain neutral on the issue of whether any Employee should join the Union or otherwise participate in Union activities. New employees will be given a Union orientation within their first 30 days of employment by a designated Union representative(s).
- 3.2 Any member of the bargaining unit may authorize the Employer to deduct from his/her pay the amount of dues or fees charged by the Union. This authorization must be in writing and forwarded to the Human Resources office by the cutoff date for the payday when it is to become effective. The Employer agrees to implement all the terms of dues-checkoff authorizations submitted to the Employer by the Union and agreed to by the employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.
- 3.3 Any Employee may revoke a written authorization for payroll deductions in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after Employer receives written confirmation from the Union that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. Employer will refer all Employee inquiries regarding the Union's revocation process to the Union. Employer may answer any Employee inquiry about process or timing of payroll deductions.

- 3.4 The Union shall indemnify, defend, and hold Employer harmless against any claims made and any suit instituted against Employer as a result of payroll deductions from Employees for Union dues, fees, and assessments provided such deductions were made in accordance with Employer's good-faith reliance on the terms of a written payroll deduction authorization and at the direction of the Union.
- 3.5 Officially designated representatives of the Union shall be given time off with pay to attend Union business as herein provided:
- (a) Not more than three (3) members of the union negotiating team to attend negotiating sessions with employer representatives.
  - (b) Two (2) Official Union representatives for any meeting with the employer concerning this agreement. This provision includes meetings with the employer to discuss alleged grievances. This provision does not preclude more than two official Union representatives (elected or appointed), determined by the Chief or his designee, from being present at said meetings.
- 3.6 Employees elected or appointed to Union office shall be granted reasonable time to perform their Union functions, including attendance at conventions, conferences, legislative assemblies, and seminars. Time off for these functions shall not result in additional expense to the Employer. It shall be the responsibility of the Union and the Employee to provide for his replacement on shift during such absences. The Employer will cooperate to the fullest extent with the Union in an endeavor to schedule time off. Union representative(s) with the approval of the Fire Chief or his designee may schedule time off their designated shift as long as Missoula Fire Department shift manpower requirements are maintained and pre-scheduled vacation, Holiday, and other compensatory time off commitments are honored.
- 3.7 The Employer agrees to allow the Union to place a bulletin board in each station. The Union shall limit its posting of notices and bulletins to such bulletin boards. The use of the City's e-mail system shall be in accordance with City administrative rules.
- 3.8 Employees elected or appointed to Union office shall be allowed use of department facilities and equipment in the performance of their Union duties, when such use does not interfere with the regular operation of the Department. Such use of facilities and equipment shall not result in additional expense to the Employer. The Employer will cooperate to the fullest extent with the Union in scheduling such use.

#### **ARTICLE 4: NONDISCRIMINATION**

- 4.1 The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment, in violation of law.
- 4.2 Any discrimination claim shall be filed with the Employer within thirty (30) days of the discriminatory act, or last act if the alleged discrimination occurred as a series of acts over an extended period of time. This claim shall be made through the City of Missoula Human Resource Policies.

- 4.3 It is understood that this provision does not affect anyone's right to file a discrimination claim with the Montana Human Rights Commission.

## **ARTICLE 5: MANAGEMENT RIGHTS**

- 5.1 The Union recognizes the prerogative of the Employer to operate its affairs in accordance with its responsibilities to the citizens of Missoula and in such areas as, but not limited to:
1. Directing employees;
  2. Hiring, promoting, transferring, assigning, and retaining employees;
  3. Relieving employees from duties because of lack of work or funds or under conditions where continuance of such work would be inefficient;
  4. Maintaining the efficiency of governmental operations;
  5. Determining the methods, means, job classifications, and personnel by which the government operations are to be conducted;
  6. Taking whatever actions may be necessary to carry out the mission of the City of Missoula in situations of emergency; and
  7. Establishing the methods and process by which work is to be performed.

## **ARTICLE 6: COMPENSATION**

- 6.1 Effective July 1, 2019, through June 30, 2023, salaries for bargaining unit members covered under this contract are contained in Appendix A which is attached and shall form a part of and be subject to all of the provisions of this Agreement.

## **ARTICLE 7: HEALTH INSURANCE**

- 7.1 The health insurance and dental insurance are set out and attached as Appendix B, which shall form a part of and be subject to all the provisions of this Agreement.

## **ARTICLE 8: OPERATORS INSURANCE**

- 8.1 The Employer shall provide liability insurance protection for every member of the bargaining unit responsible for the operation of fire equipment while acting within the course and scope of his/her employment, pursuant to State Law, where applicable.

## **ARTICLE 9: PREVAILING RIGHTS**

- 9.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner.

## **ARTICLE 10: RULES AND REGULATIONS**

- 10.1 The Union agrees that its members shall comply in full with Missoula Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure. Only after due process and for just cause shall an employee be disciplined or discharged.
- 10.2 The Employer encourages input from all its employees and agrees that proposed rules and regulations, (including changes to existing rules and regulations), which affect the department will be provided for employee review and comment prior to implementation.

## **ARTICLE 11: SHIFT CHANGES**

- 11.1 Employees shall have the right to exchange shifts when the change does not interfere with the best interests of the Missoula Fire Department, as determined by the Fire Chief or his designee. In no event shall shift exchanges result in the application of overtime pay provisions of this contract or require payment for working out of classification. The Employer assumes no obligation to insure repayment of time for those involved in shift exchanges. Employees scheduled as a replacement for approved shift exchange accept full responsibility for that shift.

## **ARTICLE 12: CLOTHING ALLOTMENT AND ALLOWANCE**

- 12.1 Each probationary employee shall be furnished clothing items and accessories during the first year of service. All clothing items shall be either new or in excellent condition such that they are attractive in appearance, serviceable and safe. The items to be issue by the City during the first year of service are identified in Appendix E (Clothing Allotment) of this agreement.
- 12.2 Confirmed firefighters shall be furnished one complete Class “A” uniform, as identified in Appendix E (Clothing Allotment) of this agreement. These items shall remain the property of the Employer for the first five years of service. Maintenance, inclusive of tailoring, insignia and button attachment, and proper cleaning will be the responsibility of the employee.
- 12.3 Protective clothing or protective devices required of employees in the performance of their duties shall be furnished to the employees by the Employer. This shall include items identified in Appendix E (Clothing Allotment) of this agreement. The Employer will purchase and provide for the maintenance of turnouts for all employees and coveralls for department mechanics.
- 12.4 The Employer agrees to repair or replace any uniform item, and any accessory as listed and described in Appendix E, or authorized in writing by the Fire Chief, which in the determination of the Chief, has been damaged or destroyed in the line of duty. The Chief may make allowances for normal wear in making such determination.
- 12.5 Section 5. Employees shall receive a clothing allowance of:

FY20 \$696	FY21 \$696	FY22 \$731	FY23 \$731
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- 12.6 The clothing allowance shall be issued no later than September 1st of each fiscal year.

- 12.7 Clothing purchased by employees with the clothing allowance shall conform to minimum standards as determined by the Fire Chief or his designee.
- 12.8 All employees shall maintain a complete set of regulation uniforms at all times.

### **ARTICLE 13: WORK WEEK**

- 13.1 The work week for Operations employees shall be two (2) ten hour shifts and two (2) fourteen hour shifts in an eight (8) day period.
- 13.2 An eight (8) day period is the basic unit of the 10-14, four platoon Operations schedule, beginning with a ten (10) hour day shift (8 a.m. to 6 p.m.) and a successive fourteen (14) hour night shift (6 p.m. to 8 a.m.), twenty-four (24) hours off-duty, a second ten (10) hour day shift (8 a.m. to 6 p.m.) and successive fourteen (14) hour night shift (6 p.m. to 8 a.m.), and ending with one hundred twenty (120) hours off-duty time. The eight (8) day period is then repeated.
- 13.3 All Operations personnel are expected to work their assigned shift and station on a consistent basis. Shift trades that result in three or more consecutive shifts worked are not advisable on a frequent basis.
- 13.4 Upon receiving permission from the employee, the Fire Chief or his designee may temporarily assign employees in order to maintain emergency response capability, subject to the following conditions:
  - 13.4.1 All temporarily assigned work over the regularly scheduled shift shall receive compensation under Article 14, Section 14.1.
  - 13.4.2 All temporarily assigned work under the regularly scheduled shift will not result in a loss of regular salary.
- 13.5 The work week for Staff employees shall be forty (40) hours. All Staff employees shall work the same shift, whether it be five (5) eight-hour shifts or four (4) ten-hour shifts, as determined by the Fire Chief. With the approval of the Fire Chief, Staff employees may flex their work schedule. Staff employees temporarily assigned to Operations shifts for work periods less than the Operations work week described in Section 13.1 above shall receive overtime pay (one and one-half (1-1/2) times their regular hourly rate) for hours worked over their regularly scheduled shift. Staff employees temporarily assigned to Operations for an Operations work week (as defined in Section 13.1 above) or longer shall receive overtime pay only for hours worked over the regular 10-14, four platoon work schedule (as outlined in Section 13.2 above.)

### **ARTICLE 14: OVERTIME PAY**

- 14.1 In the event that the need for overtime should occur in the Missoula Fire Department because of emergency, sickness or other unforeseen circumstances, overtime shall be paid at one and one-half (1-1/2) times the regular rate of pay. Any time worked in excess of the regularly scheduled shift will be paid as overtime.

- 14.2 Hold over: Employee held over past the end of their regularly scheduled shift.
- 14.2.1 Employees held over for up to thirty (30) minutes shall receive compensation for a minimum of one-half (1/2) hour at one and one-half (1-1/2) times the regular rate of pay.
- 14.2.2 Employees held over more than thirty (30) minutes shall receive compensation for a minimum of two (2) hours at one and one-half (1-1/2) times the regular rate of pay. Upon requesting and receiving permission from the Fire Chief or his designee, employees may be relieved of duty before completion of the two (2) hour minimum. Employees relieved of duty before completion of the two (2) hour minimum will receive pay at one and one-half (1-1/2) times the regular rate of pay for actual time on duty.
- 14.3 Prescheduled: Employees working a partial overtime shift or special assignment with advanced notice will be paid a minimum of 2 hours of overtime.
- 14.4 Emergency: All employees covered by the terms of this Agreement who are called back to work for an emergent, unforeseen circumstances off-duty shall be paid at least three (3) hours minimum.
- 14.4.1 The time the employee is to be paid will be calculated from the time the employee accepts the emergency call back from the hiring officer. Upon requesting and receiving permission from the Fire Chief or his designee, employees may be relieved of duty before completion of the three (3) hour minimum.
- 14.5 Overtime Call back list; An overtime call back list shall be maintained by the Department.
- 14.6 An employee injured while on a shift requiring payment of overtime as provided herein shall remain on time and one-half pay until the next regularly scheduled shift begins or until the employee would have normally been released by the officer in charge.
- 14.7 Compensatory time, in lieu of overtime, may be granted by the Fire Chief or his designee for attendance at educational classes, seminars or training sessions, when the Fire Chief or his designee determines such training is necessary for the effective operation of the department. Accumulated compensatory time in excess of one hundred twenty-five (125) hours as of the end of each calendar year, and unscheduled as time off by the employee before March 1 will be assigned as time off by the Fire Chief or designee. Compensatory time accruals shall not exceed two hundred fifty (250) hours without written authorization from the Fire Chief. Individual Union member's training and other compensatory time opportunities may be denied or restricted by the Fire Chief or designee in order to comply with this maximum accrual limit.
- 14.8 All employees shall be paid a monthly salary per Article 6 (Appendix A). Monthly salaries may be paid on a semi-monthly or bi-weekly basis based on the City's payroll procedures. An hourly wage is computed for all employees in order to calculate rates for billing outside agencies and to calculate overtime pay. Hourly wage calculations shall include all certification pay and the \$165/month health insurance allowance. Hourly wage calculations for Operations employees working the 10-14, four platoon schedule shall be based on a 42-hour work week.
- 14.8.1 Hourly wage calculation - 40-hour (Staff) employees:  
[(Monthly Base Salary) + (Monthly Longevity) + (City Deferred Comp Contribution) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 40 hours

- 14.8.2 Hourly wage calculation - 42-hour (Operations) employees:  
 [(Monthly Base Salary) + (Monthly Longevity) + (City Deferred Comp Contribution) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 42 hours
- 14.8.3 Effective July 1, 2020: Hourly wage calculation - 40 hour (Staff) employees:  
 [(Monthly Base Salary) + (Monthly Longevity) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 40 hours
- 14.8.4 Effective July 1, 2020: Hourly wage calculation - 42-hour (Operations) employees:  
 [(Monthly Base Salary) + (Monthly Longevity) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 42 hours

### **ARTICLE 15: BATTALION CHIEF (BC) ON-CALL PAY**

- 15.1 A battalion chief who is on-call shall be paid \$100 for a 24-hour period. If the 24-hour period is split (such as a 10-hour shift followed by a 14-hour shift), each on-call battalion chief shall be paid \$50.
- 15.2 An on-call battalion chief who is called back to duty shall be paid as provided for in Article 14.
- 15.3 On-call battalion chiefs must be available to respond within 30 minutes.

### **ARTICLE 16: VACATION TIME**

- 16.1 Each regular full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks X 40 hours) shall be used for Staff personnel and 2,184 hours (52 weeks X 42 hours) shall be used for Operations personnel, both shall equal one year. Vacation leave credits earned shall be credited bi-weekly. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
- 16.2 Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule which applies to the total years of an employee's employment with the City, whether the employment is continuous or not:

Years of Employment	Vacation Earned	Staff (40hr)	Operations(42hr)
1 day through 10 years	.05769 for each hr worked	10 hrs /mo	10.5 hrs/mo
10 years through 15 years	.06923 for each hr worked	12 hrs/mo	12.6 hrs/mo
15 years through 20 years	.08076 for each hr worked	14 hrs/mo	14.7 hrs/mo
20 years on	.09230 for each hr worked	16 hrs/mo	16.8 hrs/mo

- 16.3 Accumulated vacation time will be taken at the rate of hour for hour.
- 16.4 Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. Upon termination of employment, any employee will be paid for any unused vacation leave credits at the rate of pay in effect at the time of the termination.
- 16.5 Annual vacation leave selections for Operations personnel shall be in the order of seniority with the senior member selecting first in each round.
  - 16.5.1 The first of three rounds of vacation selections shall begin by no later than November 1st.
  - 16.5.2 One member from each shift may schedule vacation from January 1<sup>st</sup> through January 15<sup>th</sup>. Two members from each shift may schedule vacation from January 16<sup>th</sup> through June 30<sup>th</sup>. Three members from each shift may schedule vacation from July 1<sup>st</sup> through December 31<sup>st</sup>.
  - 16.5.3 Vacation selections shall be for full blocks. If a block overlaps two time periods as identified in subsection 16.5.2 above, the number of members that may schedule vacation shall be the greater permitted between the two time periods. Example: For a block that runs June 28 Day /June 29 Day/June 30 Night/July 1 Night, three members may schedule vacation.
  - 16.5.4 The date of the start of each shift shall be used to determine overlap. Example: For a block that runs June 27 Day/June 28 Day/June 29 Night/June 30 Night, only two members may schedule vacation even though the June 30 night shift ends at 0800 on July 1.
  - 16.5.5 Cancellation of leave: An employee requesting to cancel scheduled leave shall notify the hiring officer at least 24 hours before the start of the shift.

## **ARTICLE 17: HOLIDAYS**

- 17.1 The following holidays are those generally recognized and observed:
 

New Year's Day	Martin Luther King Jr. Day
Indigenous Peoples' Day	President's Day
Veteran's Day	Memorial Day
Thanksgiving Day	Independence Day
Christmas Day	Labor Day
General Election Day	
- 17.2 In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay:
  - 17.2.1 Any day declared a national holiday for all government subdivisions within the entire nation by the President of the United States.

- 17.2.2 Any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; and
- 17.2.3 Any day declared a legal holiday for all city government employees by the mayor of the City of Missoula.
- 17.3 Employees who regularly work eight (8) hour shifts shall receive eight (8) hours of holiday time for each holiday. Employees who regularly work ten (10) hour shifts or greater shall receive holiday time at ten (10) hours for each holiday.
- 17.4 Effective July 1, 2020, Operations employees who work on any of the following holidays listed in this paragraph shall be paid holiday pay for each hour worked on the holiday up to a maximum of ten (10) hours of holiday pay. Holiday pay shall be paid at a rate of one and one-half times the employee's total hourly wage. .
- (1) Independence Day
  - (2) Thanksgiving
  - (3) Christmas
  - (4) New Year's Day
- 17.5 It is understood and agreed that the holiday time shall not be accumulated in excess of one hundred eighty (180) hours. Employees who have reached the maximum accumulation at the end of any calendar year shall have until March 31 of the following year to use the excess. Any accumulated holiday time in excess of one hundred eighty (180) hours not so used shall be forfeited.
- 17.6 Holiday time shall be accrued in a leave bank that is separate and distinct from any approved compensatory time earned in lieu of overtime under the Fair Labor Standards Act (FLSA), which is covered under Article 14.
- 17.7 Staff employees will receive either holiday comp time benefits for working on the day the holiday is observed, or for working on the actual holiday, but not both.
- 17.8 Any full-time Staff employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off in addition to the employee's regularly scheduled day off.

## **ARTICLE 18: SICK LEAVE**

- 18.1 Any employee incurring a sickness or disability which renders him unable to perform his duties shall be entitled to use accrued sick leave with full pay. In the event of sickness or disability in the employee's immediate family, the employee shall be entitled to use accrued sick leave with full pay. The immediate family shall be defined as mother, father, brother, sister, spouse, and children of the member. In the event of a death in the immediate family of the member or his spouse, reasonable sick leave shall be granted. This clause shall include the grandfather and grandmother of the member and his spouse. Sick leave credits may be used only upon completion of ninety (90) calendar days of employment.

- 18.2 For members of the Union, sick leave shall be earned at the rate of eight (8) hours per month. Sick leave shall be used at the rate of hour for hour for the number of hours the employee is not at work due to illness.
- 18.3 Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Abuse of sick leave may be cause for progressive disciplinary action and forfeiture of lump sum sick leave payments in accordance with 2-18-618 MCA.
- 18.4 Employees shall be compensated in cash for twenty-five percent (25%) of any unused accumulation of sick leave when they are permanently separated from the service (resignation, death, retirement, or discharge) or retiring employees may utilize their respective sick leave lump-sum payment pursuant to section 2-18-618 MCA, which is equal to one-fourth of the pay attributed to the accumulated sick leave to contribute to a future health insurance premium payment plan or Voluntary Employee Benefit Account (VEBA) established under a qualified tax exempt trust organization to assist public employees, their qualified dependents, and their qualified beneficiaries with paying for qualified health costs. The conversion of this accumulated sick leave lump sum payment shall be at the monetary conversion rate set forth in section 2-18-618 MCA for the sick leave lump sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. Under no circumstance may the separated employee, his/her spouse or dependents receive any of the designated amount in cash or other benefits.
- 18.5 Any member of the bargaining unit assigned to a less strenuous position due to health or disability shall receive all compensation and fringe benefits, including accumulation of seniority, attached to the employee's regular position during the term of the assignment.

## **ARTICLE 19: TEMPORARY CLASSIFICATIONS**

- 19.1 Employees in classifications below Captain who are assigned responsibilities of Captain for a period of ten (10) or more consecutive hours shall be compensated for those hours at the higher classification according to their years of service.
- 19.1.1 Effective July 1st, 2022: Employees in classification below Captain are only eligible to be assigned responsibilities of Captain if they are at minimum:
- Rank of Fire Fighter 1st Class
  - Completed and signed MFD Acting Captain task book
  - Completed the MFD "In House" officer development training
- 19.1.2 Employees in classification below Captain who are assigned responsibilities of a qualified Strike Team Leader (STEN) for an MFD All Hazard Assignment shall be compensated for those hours at the classification of Captain.
- 19.2 Employees in classifications below Battalion Chief who are assigned responsibilities of Battalion Chief for a period of ten (10) or more consecutive hours shall be compensated for those hours at the higher classification according to their years of service.

19.2.1 Effective July 1st, 2022: Employees in classification below Battalion Chief are only eligible to be assigned responsibilities of Battalion Chief if they are at minimum:

- Rank of confirmed Captain
- Completed the MFD “In House” Battalion Chief development training
- Completed and signed MFD Acting Battalion Chief task book
- Completed a minimum of four (4) “ride-alongs” with an MFD Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A “ride-along” will be one (1) day shift.

19.2.2 Employees in classification below Battalion Chief who are assigned responsibilities of qualified Task Force Leader (TFLD) or Division Supervisor (DIVS) for an MFD All Hazard Assignment shall be compensated for those hours at the classification of Battalion Chief.

19.3 Employees working overtime who are assigned responsibilities of a higher rank for an overtime period of ten (10) or more consecutive hours shall be compensated for those hours at the overtime rate of the higher classification according to their years of service.

19.4 In accordance with department past-practices, the Fire Chief shall evaluate and make determinations on requests for light-duty on a case-by-case basis for members temporarily unable to perform their job duties and/or requiring rehabilitation. Light-duty assignments are intended to utilize the skills of injured or ill members, reduce injury costs, and keep injured members involved with the department during rehabilitation. During a light-duty assignment, the member may be assigned to a Peer Fitness Trainer to assist with the member’s rehabilitation.

## **ARTICLE 20: VACANCIES - PROMOTIONS**

20.1 When a job position vacancy occurs in any position it shall be filled within forty-five (45) days, unless otherwise mutually agreed. Filling of all vacancies to be in accordance with provisions of the City of Missoula Personnel Policies adopted by Administrative Rules and Appendix C (promotion policy) of this agreement.

## **ARTICLE 21: LAYOFFS/REDUCTIONS**

- 21.1 A reduction in personnel causing layoffs of employees within this bargaining unit shall require written notice to the individual(s) affected at least fifteen (15) business days in advance of the layoff date.
- 21.2 Layoffs, if necessary, shall be in order of seniority (last hired, first released) and recall shall also be in order of seniority (first released, last rehired). No new employee(s) shall be hired until the laid off employee(s) has been given the opportunity to return to work.

## **ARTICLE 22: SENIORITY**

22.1 Seniority shall be determined by continuous service in the Missoula Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. The Missoula Fire Department shall establish and maintain a seniority list, and it shall be brought up to date January 1st of each year and immediately posted, either on the bulletin boards in all stations or electronically.

## **ARTICLE 23: SAFETY AND HEALTH**

- 23.1 The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. Four Union representatives designated by the union and up to four Employer representatives designated by the Fire Chief shall comprise the Safety Committee.
- 23.2 The Committee will meet when either party determines an issue of sufficient importance exists to convene a meeting. The committee shall meet at least once each quarter.
- 23.3 The Committee is to study and recommend safety rules, equipment and practices, including, but not limited to, manning of companies. All recommendations shall be in writing and copies submitted to the Employer and the Union.
- 23.4 The Employer and the Union agree to cooperate to the fullest extent in the promotion of wellness & fitness. Up to five Union representatives designated by the Union and two employer representatives designated by the Fire Chief shall comprise the Wellness-Fitness Committee. The Wellness-Fitness Committee, working within the limitations of the adopted fire department Wellness-Fitness Program budget, shall oversee the adoption, implementation & ongoing administration of the Wellness-Fitness Program as outlined in Appendix D (Wellness-Fitness Program) of this agreement.

## **ARTICLE 24: PROFESSIONAL DEVELOPMENT**

- 24.1 Education leave shall mean employees attending job related courses at an accredited vocational or post-secondary educational institution for up to eight (8) credit hours per academic year.
- A. Education leave with pay may be granted to any employee, with the department head's approval, after 6 months of continuous employment.
  - B. The department head shall forward a notice of the education leave to the Personnel Office and to the Mayor (or his/her designee) outlining the length of leave, person(s) involved, and approximate cost to the Employer.
  - C. Employees on education leave will report back to work for the balance(s) of their working day after scheduled classes is/are over and within a reasonable time allowed for travel. If class times are other than the employee's scheduled working hours, there will be no time off with pay.
  - D. The Employer, upon receiving evidence of satisfactory completion of approved job-related courses, will reimburse the employee for tuition and books for up to \$500.00 per fiscal year.
- 24.2 Reimbursement of funds to the employee may be subject to City budget constraints. Individual firefighters and Union representatives are encouraged to submit proposals for reimbursable educational and training courses to the fire department administration pursuant to the City's educational reimbursement policy. Such requests should be made during the first ninety (90) days of each calendar year in order to allow fire department administration to include such requests in their

budget for the new fiscal year. By September 1st, the Employer shall notify each firefighter who submits a request for funds for reimbursable education and training courses of his/her acceptance, or the reasons for denial. Notification shall be in writing.

## **ARTICLE 25: GRIEVANCE PROCEDURE**

25.1 Any grievance or dispute which may arise, including the interpretation of this Agreement, shall be settled in the following timely manner:

Step 1. In the event an Employee has a grievance, he/she shall, within one hundred eighty (180) calendar days of the grievance's occurrence, notify the Union in writing of his/her grievance. This notification shall include the following:

- (1) Name of the grievant(s)
- (2) Date(s) and time(s) of the occurrence(s) giving rise to the grievance.
- (3) The relevant facts upon which the grievance is based.
- (4) Terms of this agreement applicable to the grievance, if any
- (5) Remedy sought

The Union shall notify the Chief and City Human Resources Director within three (3) days of receiving a grievance and proceed to determine if a grievance may exist. If the Union determines that a grievance may exist, the grievance committee shall, within thirty (30) days of receiving the grievance and either with or without the employee, present the grievance to the Chief of the Department, or another individual designated by the Chief. The Union's presentation of a grievance to the Chief or designee shall contain the same information as listed above (Step 1, 1 - 5).

Step 2. If, within thirty (30) calendar days of the Chiefs receipt of the grievance no settlement has been reached, the grievance shall be submitted in writing to the Mayor of the City of Missoula, or another person designated by the Mayor.

The Mayor or Mayor's designee shall have thirty calendar days to respond to the grievance in writing. If the response does not successfully resolve the grievance at Step 2, the Union shall notify the Employer within thirty (30) calendar days of the Mayor's response that it wishes to advance the grievance to final and binding arbitration at Step 3.

Step 3. In the event the parties are unable to agree upon the selection of an arbitrator within ten days of the date the Employer receives notice that the grievance is being referred to arbitration, the Montana Board of Personnel Appeals shall be requested by the Union within ten (10) additional days to provide a list of seven (7) qualified arbitrators.

(A) Upon receipt of the list by the Employer and Union, in a period not to exceed seven (7) days, each party shall alternatively strike one name (a coin toss shall determine which party strikes

the first name) until one remains. That person shall be designated the arbitrator. Prior to striking names, the Employer and the Union shall each have the right to reject one complete list. A party rejecting a complete list shall request a new list of arbitrators as soon as possible.

(B) The arbitrator will schedule a date, time, and location of the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties.

25.2 Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

25.3 In the event either party to the arbitration wants a transcript of the proceedings, the party requesting the transcript shall pay all costs of such transcript.

## **ARTICLE 26: SUPPLEMENTAL AGREEMENT**

26.1 It is understood and agreed that this Agreement may be modified and amended with the consent of both parties. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other in writing of its desire to negotiate. The Union shall send its letter to the Mayor with copies to the Chief Administrative Officer, the Fire Chief, and Assistant Fire Chief. The Employer shall send its letter to the President of the Union, with copies to the Secretary of the Union, and the Union Executive Board members. Should either party, having been notified of the desire to negotiate a supplemental agreement, not respond within thirty (30) days of receipt of the certified letter requesting negotiations, the proposed language will be considered acceptable and binding on the other party. Supplemental agreements thus completed will be signed by the responsible representative of the Union and the Employer and become a part of this Agreement and subject to all of its provisions.

## **ARTICLE 27: AGREEMENT BINDING**

27.1 **AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER, TRANSFER, ANNEXATION AND LOCATION**

27.2 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any aspect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

## **ARTICLE 28: DURATION OF AGREEMENT**

28.1 This Agreement shall be effective as of the 1st day of July 2019, and shall remain in full force and effect until the 30th day of June, 2023. All fiscal considerations of this Agreement shall be based on the Employer's fiscal year.

28.2 This Agreement supersedes all prior agreements, memoranda of agreement, and letters of understanding previously entered into by the parties.

- 28.3 It shall automatically be renewed from year to year, unless either party shall have notified the other in writing at least sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notices are given, negotiations shall begin no later than thirty (30) days prior to the expiration date.
- 28.4 Only those Articles, provisions, or items noted on either party's notice of modification shall be discussed or negotiated unless both parties agree that other or further Articles, provisions, or items may be discussed.
- 28.5 Unless otherwise mutually agreed, at the expiration date of this Agreement, unresolved issues shall be submitted to the following procedure:
- (A) The parties hereto shall mutually request Mediation by the Montana State Board of Personnel Appeals. Upon completion of Mediation, the unresolved issues shall be submitted to final and binding arbitration. An arbitrator shall be appointed in the following manner:
  - (B) Within five (5) working days after the completion of mediation, the parties hereto shall jointly request a list of five (5) names from the Montana State Board of Personnel Appeals. The Employer and the Union shall determine by lot which party shall remove the first name from the list submitted by the board. The parties shall alternately remove two (2) names from the list within five (5) working days and the remaining name shall be the arbitrator.
  - (C) Each party hereto shall submit to the arbitrator within four (4) working days after the appointment a final offer on the unresolved issues with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The parties may continue to negotiate all offers until an agreement has been reached or the arbitrator renders a decision. The submission of the unresolved issues to the arbitrator shall be limited to those items that have been considered in mediation and upon which the parties have not reached agreement. Any item other than economic may be dismissed without decision and without recourse of the parties hereto. With respect to each remaining item, the arbitrator's award shall be restricted to the final offers on each unresolved issue submitted by the parties to the arbitrator. The arbitrator shall select and inform the parties hereto, in writing, within thirty (30) days after its meeting, as to the most reasonable offer, in its judgment, of the final offers on each unresolved issue submitted by the parties."
  - (D) The determination of the arbitrator shall be final and binding on both parties.
  - (E) The selections by the arbitrator and items agreed upon by the Employer and the Union shall be deemed to be the collective bargaining agreement between the parties.
  - (F) The arbitrator shall give written explanation of its selection within thirty (30) days after completion of arbitration.
  - (G) The fees and expenses of the arbitrator and all other costs of arbitration shall be shared equally. In consideration of the provision to subject all unresolved issues to final and binding arbitration, the Union agrees that no firefighter shall strike or recognize a picket line of any labor organization while in the performance of his official duties.

## **ARTICLE 29: SAVINGS CLAUSE**

- 29.1 If any provision of this Agreement or application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

## **ARTICLE 30: LABOR / MANAGEMENT COMMITTEE**

- 30.1 There shall be a Labor / Management Committee consisting of elected Union officers and Chiefs and/or assistant Chiefs. The Committee shall meet at least quarterly or as needed to discuss all matters of mutual concern. The Committee shall have all the authority to make recommendations to the Union and the Employer.

## **ARTICLE 31: TRAVEL**

- 31.1 The Employer shall reimburse actual and necessary expenses associated with travel for department sponsored training or for job related travel approved by the Fire Chief or his designee.
- 31.2 Travel Authorization
- 31.2.1 All travel requires prior approval by the Fire Chief or his designee.
- 31.2.2 Transportation shall be the most economical and reasonable in terms of direct cost to the City.
- 31.3 Meals
- 31.3.1 Meals shall be reimbursed based on the most current rates set by the GSA, provided the employee is in a continuous "travel status" for more than three (3) hours.
- 31.3.2 Travel status is identified as that period beginning with departure time from place of employment or home and ending upon same. Actual time in travel status will be used for computing this allowance.
- 31.3.3 Provided meals paid through registration fees and commercial air fares shall not be reimbursed. Continental breakfasts or receptions will not be counted as meals even though they may be included as part of the registration cost. When an employee attends a training session or required business meeting during a scheduled meal, the employee may be paid for a meal. A conference schedule must be attached showing the meals provided.
- 31.4 Lodging
- 31.4 Lodging will be reimbursed based on the Federal GSA lodging rates by City with appropriate receipts.
- 31.4.1 For travel either in or out of state, the employee shall be authorized the actual cost of lodging in a hotel which is the site of the conference, training, event, or the designated hotel. If the employee chooses to stay at another hotel rather than the

designated hotel and there is a savings to the City, the actual cost will be allowed.

31.4.2 If an employee is accompanied by a spouse, the lodging invoice must bear a notation signed by an authorized representative of the hotel as to the single room rate. The employee is responsible for the difference between the single and double occupancy rates.

31.4.3 Lodging costs above the Federal rate (due to lack of availability) will be paid at actual cost to employee.

## 31.5 Transportation

31.5.1 Actual fares paid for air transportation, not to exceed coach rates, will be reimbursed with appropriate receipts. The cost of one checked bag will be reimbursed. All fares should be billed to the City, if possible.

31.5.2 If travel by automobile is determined to be appropriate in terms of cost and time, the employee will use a City-owned vehicle. If a City vehicle is not available, the use of the Employee's personal vehicle must be approved in advance by the Fire Chief or his designee.

31.5.2 City vehicles: Employee's using a City vehicle will obtain a City gas card or credit card to use for the purchase of gasoline. If the City gas card or credit card are not accepted and personal funds are used, a receipt for the gas must be obtained for reimbursement.

31.5.4 Personal vehicles: If using a personal vehicle when a City vehicle is not available, the employee will be reimbursed at the statutory mileage rate allowed by the Internal Revenue Service (IRS). If a city vehicle is available and the employee elects to use their personal vehicle or does not get advance approval to use their personal vehicle, the reimbursement will be for actual fuel cost. Receipts must be provided.

31.5.5 Taxi, Bus, Shuttle: Reimbursement for actual expense shall be allowed. Receipts are required.

31.5.6 Rental Car: The Employee must have prior approval from the Fire Chief or his designee to rent a vehicle. All costs of a rental vehicle should be determined in advance of travel.

31.5.7 When practical, employees shall carpool when attending the same training/conference.

31.5.8 When a City-owned vehicle is not available, carpooling must still be used or the employee's must agree to split the mileage.

31.6 Other costs which could be considered necessary and ordinary will be reimbursable, however, these items will be reviewed and approved separately.

31.7 Any reimbursement or cost that is a higher cost to the City than listed above must receive prior approval from the Fire Chief or his designee.

31.8 City of Missoula Administrative Rule 1 (Travel Policy) shall be referenced and adhered to for any travel costs, rules, or policies that are not mentioned in this article.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th of March, 2020.

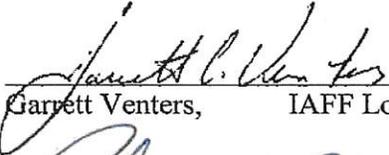
For the Employer:

For the Union:

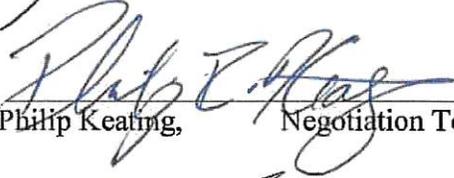
  
John Engen (Mar 27, 2020)  
John Engen, Mayor

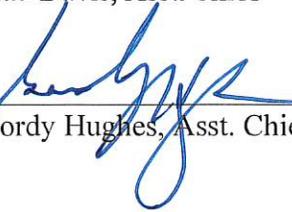
  
Tavis Campbell, IAFF Local 271, President

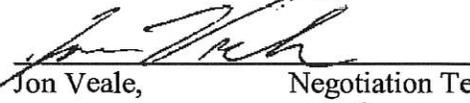
  
Jeff Brandt, Chief

  
Garrett Venters, IAFF Local 271, Vice President

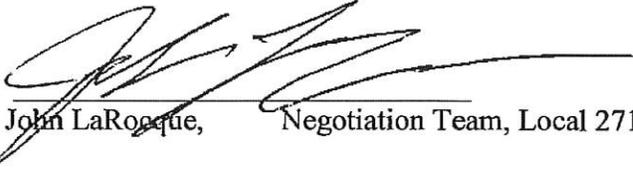
  
Brad Davis, Asst. Chief

  
Philip Keating, Negotiation Team, Local 271

  
Gordy Hughes, Asst. Chief

  
Jon Veale, Negotiation Team, Local 271

ATTEST: (SEAL)

  
John LaRocque, Negotiation Team, Local 271

Martha L. Rehbein  
Martha L. Rehbein (Mar 31, 2020)  
Martha L. Rehbein  
City Clerk

## APPENDIX A: FIREFIGHTER CLASSIFICATION SCHEDULE

<b><u>Classification:</u></b>	7/1/19	7/1/20	7/1/21	7/1/22
<b>Firefighter Trainee</b> (6 months - 1 year)	4184	4268	4353	4440
<b>Confirmed Firefighter</b> (1 year - 3 years)	4776	4871	4969	5068
<b>3yr Fire Fighter</b> (3 years - 5 years)	4898	4996	5096	5198
<b>Firefighter 1st Class</b> (5 years - 10 years)	5197	5300	5407	5515
<b>Senior Firefighter</b> (10 years to 15 years)	5441	5549	5660	5774
<b>15yr Senior Firefighter</b> (15 years or more)	5791	5906	6024	6145
<b>Captain</b> Inspector/Rot. Inspector Assistant Mechanic	6380	6571	6834	7176
<b>Battalion Chief</b> Assistant Fire Marshall Master Mechanic EMS Coordinator	6939	7147	7433	7805
<b>Fire Marshall</b> Training Officer	7233	7450	7748	8135

### DEFERRED COMPENSATION CONTRIBUTION

Beginning July 1<sup>st</sup>, 2020, the City agrees to provide a \$10 per month matching contribution to deferred compensation plan (457) for each employee in the bargaining unit.

LONGEVITY

Effective on July 1, 2019, the Longevity / Increment Differential for all bargaining unit classifications shall be calculated based off of the Confirmed Firefighter base monthly rate for each full year of service with the Missoula Fire Department.”

<u>Longevity increases</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
	.7%	.8%	.9%	1.0%

Longevity / Increment Differential shall be capped at thirty (30) full years of service.

The employee’s actual date-of-hire anniversary shall be used for increment differential calculation purposes for the Local 271 Bargaining Unit.

CERTIFICATION PAY

The following amounts will be added to the monthly base pay of employees who achieve and maintain the following certifications.

The City agrees to consider all Certification pay as "regular pay" for the purpose of calculating overtime and pension contributions.

Where limited in number (HazMat Techs, SCBA Techs, Fire Code Certification) Incentive/ Certification pay will not be affected by Article 19 and the 45-day limit on filling of positions.

It is understood by both parties that Incentive/ Certification pay will be in accordance with the requirements established by State and/or Federal regulations, with recommendations & requirements of the department's Medical Director, and with requirements of the Chief or his/her designee.

It is understood by both parties that if the department adds ambulance transport, the appropriate provisions of this contract will be subject to the collective bargaining process and negotiations will commence as soon as possible regardless of the contract's expiration date.

It is understood by both parties that certifications may be considered in making shift assignments.

EMS CERTIFICATIONS

MFD EMT-Basic	2% of Confirmed Firefighter Monthly Base Pay
MFD EMT-I	3% of Confirmed Firefighter Monthly Base Pay
MFD EMT- Paramedic	6% of Confirmed Firefighter Monthly Base Pay

EMT Certification pay shall not be compounded. Certification pay applies only to the highest level of EMT certification attained.

## OTHER CERTIFICATIONS

Hazardous Materials Technician 2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 12 members who maintain their HazMat Tech Certification and who actively participate on the HazMat Team.

Rescue Technician 2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 20 members who maintain their Rescue Tech Certification.

SCBA Repair Technician 2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 4 members who maintain their SCBA Repair Technician Certification and who actively conduct SCBA fit testing, maintenance, and repair.

Peer Fitness Trainer (PFT) 2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 4 members who maintain their PFT Certification and who actively conduct peer fitness assessments and counseling through the department's Wellness-Fitness Program.

Fire Code Certification 3% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 5 members of the Fire Prevention Bureau who achieve Fire Code Certification.

Certified Fire Investigator (CFI) 5% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 5 members of the Fire Prevention Bureau who become certified as fire investigators.

Emergency Vehicle Technician I (EVT-I) 2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-I Certification.

Emergency Vehicle Technician II (EVT-II) 3% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-II Certification.

Emergency Vehicle Technician III (EVT-III) 5% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-III Certification.

CPR instruction provided for the public, outside agencies or other non-MFD personnel will be taught by off duty MFD CPR Instructors. Off-duty CPR Instructors will be compensated for that instruction per Article XIV - Overtime Pay. The Union & Employer agree to work together to develop procedures for selection of CPR instructors for classes given to non-MFD personnel.

## CERTIFICATION PAY LIMITATIONS -

Certification pay to individual employees shall be limited by division as follows:

- Operations & Training - One EMS certification plus one additional certification.
- Fire Prevention Bureau - One EMS certification plus one additional certification **or** two FPB specific certifications.
- Maintenance – One EMS certification plus one additional certification **or** two EVT certifications.

## **APPENDIX B: HEALTH/DENTAL INSURANCE**

- B-1 The Union agrees to insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions as approved by the City Council and in effect for all other City employees. In exchange for agreeing to the insurance coverage and employee contributions that are the same as other City employees, the Employer agrees to pay each employee \$165 per month. This \$165 shall be considered “regular” pay for pension calculation purposes and for calculation of overtime rates of pay.
- B-2 Effective July 1, 2019 the City shall provide the same medical and dental insurance benefits to firefighters as provided to other City employees under the City’s self-funded health benefit plan. Effective July 1, 2019, employee contributions for spouse and dependent(s) coverage shall be those that were in effect for Fiscal Year 2019. Effective as soon as is practicable following the signing of this Agreement by all Parties and continuing thereafter until and unless otherwise agreed upon by the parties, the employee contributions for single employee coverage shall be reduced to zero and full cost of coverage for single employee coverage shall be paid by the City.
- B-3 From July 1, 2019 through June 30, 2023 the Union agrees to accept increases in employee contributions for spouse and dependent(s) coverage and changes to the benefit health plan design to those in effect as of July 1, 2019, up to a maximum of a twenty-five (25) percent increase in contribution rates plus the employee’s cost of benefit plan changes or \$65.00 (sixty-five dollars) per employee per month (whichever is lower), provided these increases/plan changes are approved by the City Council and in effect for all other City employees and provided further that the City’s contribution increase is, at a minimum, the same percentage increase apportioned to the employee contribution rate for spouse and dependent(s) coverage. The cost to the employee of plan changes shall be calculated by dividing the savings to the plan (as determined by the plan consultant) by the number of active City employees and retirees on the plan. Enhancements to the plan, such as vision coverage, approved by the City Council and in effect for all other City employees shall also be provided to the Union and shall not impact the calculation of the \$65.00 limit in plan changes and employee contribution increases.
- B-4 The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes prior to approval by City Council. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.
- B-5 Upon expiration of this Agreement, insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions shall not be changed without first engaging in collective bargaining.
- B-6 The City agrees to work with the Union on premium and benefit issues through the Employee Benefits Committee (EBC). The Union shall appoint one (1) bargaining unit member to the EBC. It shall be the EBC Chair’s duty to notify the Union representative of all EBC meetings.

B-7 The City agrees to allow employees to participate in an I.R.C. 125 plan whereby employees can contribute toward their health benefit plan on either a pre-tax or post-tax basis as follows:

- Effective as soon as is practicable after the City receives written notice of contract ratification in FY 20, Eight Hundred Dollars (\$800.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- Effective on July 1, 2020, Eight Hundred Fifty Dollars (\$850.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- Effective on July 1, 2021, Nine Hundred Dollars (\$900.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- Effective on July 1, 2022, Nine Hundred Fifty Dollars (\$950.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.

This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health benefit plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a pre-tax payroll deduction from his/her gross pay equal to the Contribution amount. This deduction from the employee's gross pay will in turn be paid into the City's health benefit fund.

If an employee elects to participate on a post-tax basis, the Contribution amount shall be taxable income to the employee and the employee shall authorize the post-tax payment of the Contribution amount into the employee health benefit fund as a post-tax payroll deduction.

This Contribution amount included in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit through additional employee, employer and state retirement contributions. Both parties acknowledge that employee pension contributions and employer pension, workers' compensation, and unemployment contributions will be required on the employee's additional gross income. Both parties agree that the Contribution amount is not included within and shall be excluded from the determination of the employee's regular rate of compensation as that phrase is defined under 29 U.S.C. 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the Contribution amount in employees' gross pay should be included in overtime compensation calculations, then the parties agree that no retroactive overtime pay shall be paid by the City and there will be a corresponding reduction to employees' monthly base wages listed in Appendix A of the collective bargaining agreement to carry out the intent of this provision which shall result in no additional costs to the City.

Furthermore, the Union agrees that the July 1, 2019 through June 30, 2023 monthly base wages per Appendix A of the collective bargaining agreement do not reflect the additional cost to the City for adding this benefit. The additional cost to the City however, is included as part of the employees' overall compensation equal to the increase in monthly employer pension, worker's compensation, and unemployment contribution costs due to the inclusion of the Contribution amount in employees' gross pay.

## APPENDIX C: PROMOTION POLICY

The policy set forth in this document outlines the promotional policy of the City of Missoula Fire Department for the positions of Battalion Chief and Captain. It is designed to recognize accountability and fairness in the workplace. It is a policy that will encourage promotion of well-trained personnel who have the knowledge, skills, and abilities to provide safe and effective management & leadership in an environment of mutual trust and respect.

All promotions administered under this policy shall be on the basis of education, experience, qualifications, skill, abilities, knowledge, initiative, training, and performance required for the position. The Fire Chief will post a copy of the promotional policy and process at each work site.

### I. Battalion Chief

#### A. Eligibility Requirements

- The candidate must have received satisfactory performance evaluations and work plan reviews for the previous two years.
- The candidate must have at least 15 years of fire service experience with the Missoula Fire Department and attained the rank of Captain with the Missoula Fire Dept.
- The candidate must possess a valid Montana driver's license.
- Candidate(s) who have received a Level III disciplinary action as outlined in Section 9-02 of the City of Missoula Personnel Policy Manual, within twelve months preceding the announcement of the Battalion Chief promotion opportunity will not be eligible to participate in the process.

#### Effective July 1st, 2022:

- Rank of confirmed Captain
- Completed the MFD "In House" Battalion Chief development training
- Completed and signed MFD Acting Battalion Chief task book
- Completed a minimum of four (4) "ride-alongs" with an MFD Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A "ride-along" will be one (1) day shift.

#### B. Assessment and Testing

A Labor Management Assessment Panel consisting of the Fire Chief or designee, the Assistant Fire Chief or designee, a representative from outside the department appointed by the Fire Chief, the Human Resources Director or designee, the Union President or designee, and a Battalion Chief appointed by the Union President will prepare, develop, and administer the assessment and testing components.

Components of the Battalion Chief assessment will include:

- Experience (20%) – Candidates will receive 15 points and an additional point for each full year they have served as a Captain, up to a maximum of 5 additional points.
- Education / Training (15%) – Candidates may receive up to 15 points for educational and training requirements. Other education & training including technician or EMS

certification(s), National Fire Academy courses, instruction &/or program development, or special projects / assignments may also be considered. A comprehensive list will be posted at each station prior to the test administration.

- Assessment / Scenarios (20%) – Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 20 points total for their performance on the scenarios.
- Written Exercise (20%) – Candidates will complete a written exercise that will be assessed by an outside party for grammar and language usage, clarity, structure, organization, and content; candidates may receive up to 10 points for this assessment. The Labor Assessment Panel will evaluate the exercise for content; candidates may receive up to 10 points for content.
- Oral Interview (25%) – Candidates will be asked to answer at least five (and no more than 12) interview questions. Candidates may receive up to 25 total points for their performance during the oral interview.

Additional assessment & testing components may be developed by the panel.

Scores will be totaled and candidates placed on a promotional list for Battalion Chief based on their scores. In the event two or more candidates have equal scores, they will be listed by seniority. When a vacancy occurs, the highest ranking candidate on the current promotional list will be recommended to the Mayor for promotion.

Once a candidate is placed on an active promotional list for Battalion Chief. That candidate will be given preference over a Captain who is not on an active promotional list for Battalion Chief to fill an Acting Battalion Chief role. Acting Battalion Chief roles will be based on promotional ranking.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. - May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 of the testing year, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two year period.

## II. Captain

### A. Eligibility Requirements

- The candidate must have received satisfactory performance evaluations and work plan reviews for the previous two years.
- The candidate must have at least 10 years of experience with the Missoula Fire Department.
- The candidate must have documentation that the firefighter has satisfactorily performed the duties of Captain while acting in that position.
- The candidate must have a valid Montana driver's license.
- Candidate(s) who have received a Level III disciplinary action as outlined in Section 9-02 of the City of Missoula Personnel Policy Manual, within twelve months preceding the announcement of the Captain promotion opportunity will not be eligible to participate in the process.
  
- Effective July 1<sup>st</sup>, 2022
  - The candidate must have a completed and signed Acting Captain task book.
  - The Candidate must have documentation of completing the MFD "In House" officer development training.
  - The candidate must have documentation of completing an MFD sponsored leadership training course.

### B. Assessment and Testing

The same Labor Management Assessment Panel (as was used for the Battalion Chief) will be used to prepare, develop, and administer the assessment and testing components for the Captain position. The components will include:

- Experience with the Missoula Fire Department (30%) –
  - The most-experienced candidate will receive: 30 points;
  - The second most-experienced candidate will receive: 25 points;
  - The third most-experienced candidate will receive: 20 points;
  - The fourth most-experienced candidate will receive: 15 points.
  
- Education / Training (20%) – Candidates who meet the education / training requirements will receive 15 points. An additional 5 points may be awarded to those candidates who exceed these requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, ODP/leadership classes, or special projects / assignments may be considered. A comprehensive list will be posted at each station prior to the test administration.
  
- Assessment Scenarios (20%) – Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids). Candidates will receive information necessary to complete an NFIRS report worth 5 points.

- Written Test (15%) – The written test will consist of up to 45 questions with a total value of 15 points. Test questions are developed from NFPA standards, department SOGs, and city policy.
- Oral Interview (15%) – The interview will consist of 12 questions and scored using the plus/check/minus scoring system (plus = 5, check plus = 4, check = 3, check minus = 2, minus = 0). Cumulative score will be divided by 4 to determine the points given.

Specific education and training requirements, scenarios, written test questions, and interview questions will be developed by the Labor Management Assessment Panel. The Human Resources Department will review and approve.

Scores will be totaled and the four candidates with the highest scores will be placed on the promotional list for Captain. In the event two or more candidates have equal scores, they will be listed by seniority. When a vacancy occurs, the highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. – May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 following the testing, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two year period.

### III. Review of Performance

Candidates may request a review of any aspect of the promotion process by submitting a letter to the Fire Chief within 14 (fourteen) - calendar days. The purpose of the review is designed for self improvement. All reviews will be conducted with the Fire Chief, Assistant Fire Chief and /or the Human Resources Director/EEO Officer in attendance.

### IV. Probationary Period

Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.

- A 3-month performance evaluation will be performed.
- A 6-month performance evaluation will be performed, and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief or his designee just prior to the one-year anniversary date will perform a final probationary performance evaluation.
- The employee will also perform a self-evaluation and draft a new work plan for the next year.

- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to his or her previous position. Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.
- Upon successful completion of the one-year probationary period, the Fire Chief will recommend confirmation of promotion to the Mayor and Chief Administrative Officer.

V. Documentation

All performance appraisals and pertinent documents shall be kept in a secure location at the City's Human Resources Office.

## APPENDIX D: WELLNESS-FITNESS PROGRAM

The Wellness-Fitness Program is intended to promote healthy lifestyles and provide members with early detection and awareness of existing and potential health risks.

All members of the bargaining unit shall be required to undergo a mandatory periodic medical evaluation through the fire department physician selected by the Wellness-Fitness Committee and participate in an annual in-house peer fitness assessment. The components, frequency, and scheduling of the medical evaluations and fitness assessments shall be determined by the Committee. The medical evaluation shall meet or exceed the requirements of CFR 1910.120 (f) Medical Surveillance, NFPA 1500 Fire Department Occupational Safety and Health Program, and OSHA 3079 2002 (revised) – Respiratory Protection.

Members shall receive all tests and exams through the fire department physician as identified and indicated in the medical services agreement with the fire department physician as approved by the Committee.

Exception: If a member has received the same test or exam from a physician other than the fire department physician within 12 months of their scheduled Wellness-Fitness medical evaluation, they may provide those results to the fire department physician prior to their scheduled Wellness-Fitness medical evaluation and be exempted from duplicating that particular test or exam.

Four (4) Peer Fitness Trainers will be selected by the Committee. The Peer Fitness Trainers shall be responsible for conducting annual fitness assessments and consultations for all bargaining unit members as assigned by the Committee.

The costs of the Wellness-Fitness Program medical evaluation and optional follow-up consultation shall be paid for by the City. The cost of any tests, exams, and procedures conducted by a physician other than the fire department physician or any additional tests, exams, or procedures not contained in the medical service agreement and recommended by the fire department physician or elected by the member will not be paid by the City through the Wellness-Fitness Program, but may be submitted to the City's health benefit plan if applicable.

Each member completing the program requirements will receive a DOT Medical Examiner's Certificate and a completed City of Missoula Blood Screening Verification Form.

The Union agrees to accept compensatory time in lieu of overtime for time spent undergoing the medical evaluation and optional follow-up consultation and participating in the fitness assessment outside of a member's scheduled hours of work.

Only the following records will be provided to the fire department from the fire department physician:

- Surveillance/Respirator Fitness For Duty Form
- Hepatitis B titer results (if applicable)

Other results and medical records will be retained by the fire department physician and will not be released to the fire department or the City of Missoula without written permission from the member or the member's estate.

In the event the fire department physician determines that a member is "not fit for duty", the member may seek an opinion from a qualified physician of his/her choice. If the member's physician or the state medical examiner determine that the member is "fit for duty", the City will consider the member "fit for duty".

## APPENDIX E: CLOTHING ALLOTMENT

### Probationary Clothing/Accessory Allotment

Station Uniform Shirt Short Sleeve (2)  
Station Uniform Pants (2)  
MFD T-shirts (Grey & Blue) (2)  
MFD Patches (2)  
EMS Patches (2)  
Nametag (2)  
Badge (Uniform)  
Foul Weather Jacket  
Stocking Hat

### Class A Uniform and Accessories

Coat  
Pants  
Hat  
Tie  
Buttons  
Hat Badge  
Coat Badge  
Collar Brass

### Personal Protective Equipment

Bunker Coat and Pants  
Structure Boots  
Structure Gloves (1 pr)  
Structure Helmet  
Nomex Hood  
Wildland Shirt  
Wildland Helmet  
Wildland Boots (MFD will reimburse up to \$280.00)  
Wildland Gloves (1 pr)  
Headlamp  
Safety Glasses (2 pr)  
Wildland Pack  
SCBA Mask  
Flashlight (1)  
Fire Shelter  
Gear Bag  
Rescue Wrench

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MISSOULA  
AND  
International Association of Firefighters Local 271

This Memorandum of Understanding is entered into by and between the City of Missoula (Employer) and IAFF, Local 271 (Union) and is incorporated by reference as part of the Collective Bargaining Agreement between Employer and Union in effect from July 1, 2019, through June 30, 2023.

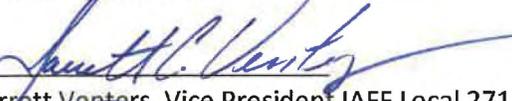
Employer and Union (the Parties) discussed during the collective bargaining process possible changes to State of Montana Emergency Medical Services (EMS) certification requirements and changes to services provided by and expertise required of EMS personnel with the City of Missoula Fire Department. Therefore, the Parties agree to a limited re-opener during the term of this collective bargaining agreement for the sole purpose of negotiating certification pay for EMS duties and responsibilities.

Upon written notice from the Union, no earlier than July 1, 2021, and no later than June 30, 2022, the parties agree to meet and negotiate the single issue set forth in this Memorandum of Understanding.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 27th day of March, 2020.

For the Union:

By   
Tavis Campbell, President IAFF Local 271

By   
Garrett Venters, Vice President IAFF Local 271

By   
Philip Keating, Negotiation Team, Local 271

By   
Jon Veale, Negotiation Team, Local 271

By   
John LaRocque, Negotiation Team, Local 271

For the City:

By   
Mayor John Engen  
City of Missoula

ATTEST:  
  
Martha L. Rehbein  
City Clerk