

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF BOZEMAN

and

IAFF LOCAL 613

BOZEMAN FIREFIGHTERS'

FY 2016 - FY 2018

July 1, 2015 through June 30, 2018

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AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2015, between The City of Bozeman, Bozeman, Montana, a municipal corporation, hereinafter referred to as "Employer", and The IAFF Local 613 - Bozeman Firefighters, hereinafter referred to as "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all combat firefighters and uniformed day personnel of the Bozeman Fire Department, except the Assistant Director of Public Safety/Fire Operations & EMS Services, and the Assistant Director of Public Safety/Inspections.

ARTICLE 2: PROVISIONS SUBJECT TO RESTRAINT

Articles 9, 10, 11, 12, and 14 of this agreement shall have no application to Uniformed Day Personnel and their enforcement by Uniformed Day Personnel shall be restrained.

ARTICLE 3: SPECIFIC TERMS AND CONDITIONS OF EMPLOYMENT FOR UNIFORMED DAY PERSONNEL

- A. Through mutual agreement, the Fire Chief shall be allowed to temporarily assign interested combat firefighters to perform the duties of uniformed day personnel. The length of these assignments shall be a minimum of twelve (12) months.

- B. Upon completion of this UDP assignment, an Employee shall be allowed to return to 24-hour shift duties. Reassignment to a 24-hour shift is contingent upon:
 - 1. There must be a vacancy in the suppression division.
 - 2. The employee shall not be under any form of disciplinary action or performance correction in his/her UDP position.
 - 3. The appropriate supervisor shall complete an appraisal of the employee's performance while assigned to the UDP position. A copy of the evaluation shall be forwarded to the Human Resources Department where it will be placed in the employee's personnel file.
 - 4. The Firefighter will return to shift at the step s/he would have attained within the normal course of service. (For example, a Firefighter with 4 years of service with the

Bozeman Fire Department spends 12 months in the Training Officer assignment. That Firefighter would return to shift duties as a Firefighter 1st Class).

5. Seniority shall be the determining factor if the number of employees qualified to return to shift under this policy exceeds the number of qualifying vacancies on shift.
- C. Firefighters assigned to these temporary assignments are eligible to apply for promotions occurring within the Department during the one year assignment period.
 - D. Non-exempt uniformed day personnel shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over forty (40) hours per week. With prior Supervisory approval, non-exempt employees may choose to accrue compensatory time in lieu of overtime pay, at a rate of one and one-half times their regular rate of pay, for all authorized time they work over forty hours per week.
 1. The maximum compensatory time accrual will not exceed 225 hours at the end of any pay period.
 2. Upon termination, unused accumulated compensatory time will be paid to the employee at their final regular rate of pay.
 - E. With the exception of paragraphs D and D.1 through D.2 above, all Uniformed Day Personnel shall be subject to and governed by the City of Bozeman Employee Handbook, and all terms and conditions of employment regarding Overtime Pay, Flexible Work Schedule, Holiday pay, and Hours of Work.

ARTICLE 4: PAYROLL DEDUCTIONS

The Employer agrees to deduct, once each month, dues or assessments from the pay of those employees who individually request, in writing, that such deduction be made. The total amount of deductions shall be remitted by the Employer to the Secretary of the Union. This authorization shall remain in force during the term of this Agreement.

ARTICLE 5: DISCRIMINATION

Neither the Union nor the Employer shall discriminate against its employees or applicants for employment on the basis of race, color, religion, creed, sex, age, marital status, national origin, political ideas, or on the basis of perceived or actual disability, sexual orientation, perceived or actual gender identity, or Union affiliation. This relates to all aspects of employment and to the use of all facilities and participation in all City-sponsored activities. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

ARTICLE 6: UNION BUSINESS

Employees elected or appointed as Union officers or individuals appointed by the Union to represent the Union shall be granted reasonable work time to perform their necessary functions. At the beginning of each fiscal year, the Employer will provide a check to the Union in the amount of two thousand dollars (\$2,000) for the Union to use for the purpose of Union attendance at conventions, conferences and seminars.

ARTICLE 7: PREVAILING RIGHTS

- A. All rights, privileges and duties 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.
- B. The Union shall recognize the Employer's rights to operate and manage its affairs in such areas as, but not limited to, direct employees, hire, lay off, promote, transfer, assign, retain employees; relieve employees from duty because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; maintain the efficiency of government operations; determine the methods, means, job classifications, and personnel by which government operations are conducted; take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and establish the methods and processes by which work is performed.

ARTICLE 8: RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that Department rules and regulations shall be subject to the grievance and arbitration procedure.

ARTICLE 9: OVERTIME AND COMPENSATORY TIME

- A. Combat firefighters will be paid on a salary basis, with the pay rate for overtime purposes calculated as follows:

Addendum A

$$\frac{\text{Pay Rate X 12}}{2,756 \text{ hours per year}} = \text{Hourly Rate X 1.5} = \text{Overtime Rate}$$

- B. Combat Firefighters will be scheduled to work schedules which are compliant with Section 207(k) of the Fair Labor Standards Act. In no case will the work period exceed 28 consecutive days or 212 hours of fire protection work. The work period will be

established annually and will remain fixed; any change in a work schedule must receive prior approval from the Fire Chief, Human Resources and Payroll. The Employer will grant non-exempt combat firefighters compensatory time to a maximum of 225 hours at the end of any pay period, or pay overtime at the rate of time and a half for each hour worked when qualifying work hours exceed the maximum hours allowed under the 207(k) work schedule at the time of the work being performed. Employees shall be permitted to use compensatory time within a reasonable period after making the request if such use does not unduly disrupt the operation of the division. Management will not be obligated to consider a request unless it is submitted seven days prior to the day off being requested.

C. Emergency Callback

- a. The employee shall receive a minimum payment of three (3) hours, at time and a half, when:
 1. The employee is called into duty on his day off or outside his/her regularly scheduled shift.
 2. The employee is called into work on a duty day, not immediately before or after the regularly scheduled shift.
- b. If the call back exceeds three hours, the employee will be compensated for every hour worked. (Examples: a call back is 4 hours. The employee will receive 4 hours' pay at time and a half. If a call back is 1 hour, the employee will receive 3 hours' pay at time and a half.)
- c. The employee shall be compensated as per Article 9 for all scheduled non-emergency meetings and trainings outside of his/her regularly scheduled shift.

ARTICLE 10: ALTERNATIVE WORK SCHEDULE

The employer may establish an alternative work schedule for certain positions. When recruiting for positions which require an alternative work schedule, the notice of vacancy will state that the position requires an alternative work schedule. If an employee accepts such a position, that employee must agree to the alternative work schedules as a condition of continued employment. (In those areas where alternative work schedules are required, current practices will continue in effect.)

ARTICLE 11: PAY FOR TEMPORARY SERVICE AS SHIFT OFFICER/CAPTAIN

- A. A Firefighter working in the capacity of a Captain shall receive a temporary upgrade in base pay equal to that of a Captain (as established in Addendum A) for hours worked as an acting Captain.
- B. When a Captain or Training Officer is assigned by the Fire Chief or a Deputy Chief to be on call as the Command Officer, compensation will be three (3) hours in every 12 hour period or major portion thereof.

Paragraph B above will no longer be in effect upon the hiring of three (3) Battalion Chiefs.

ARTICLE 12: HOLIDAY PAY

Each employee who is scheduled from 7:00 a.m. to midnight on any of the below-scheduled holidays shall be compensated for hours worked (up to 17 hours) at the rate of one and one-half times their regular rate of pay (balance of hours worked at regular rate of pay). (Only one shift will receive holiday pay.)

Effective January 1992, members of the Union no longer receive the holiday compensation check previously paid by separate check on November 30. In exchange for the November 30, 1992, holiday check and all subsequent November holiday checks, the Employer agrees to increase the base pay matrix of the Union by 4 percent, beginning with the January 1992 pay period. The Union agrees to this change, subject to the condition that anytime the salaries of this group are compared with other employee groups, the entire wage package (including but not limited to holiday pay, differential pay, etc.) of the group(s) in the comparison be considered.

Compensated holidays are:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Easter | 10. Day after Thanksgiving |
| 5. Memorial Day | 11. Christmas |
| 6. Independence Day | 12. General Election Day |

ARTICLE 13: HEALTH AND MEDICAL INSURANCE

A.

Effective July 1, 2015 (June deduction), the Employer will contribute:

Coverage	Employer Contribution
Employee Only	\$595
Employee & Spouse	\$884
Employee & Children	\$814
Employee & Family	\$1,179

for full time Local Union Members for health/dental/vision/prescription insurance and other cafeteria plan options.

The Employer may require Local Union Members to pay additional contributions to cover dependents, spouses and/or domestic partners. Costs of these additional coverages will be paid by the Association Member through payroll deduction.

During open enrollment each year, Local Union Members may select their insurance coverage by choosing from among the plans offered by the Employer.

Subsequent years' coverage levels and employee contributions will be determined by a vote of the employee health insurance committee, and subject to employee vote and union ratification.

B. Program to Augment Retirement Benefit.

Recognizing the previous intent of employees and the Employer, to allow employees to participate in an I.R.C. § 125 plan whereby employees can contribute toward the purchase of health/dental/vision/prescription insurance on a pre-tax basis, and seeking to clarify the employees options under such plan, Article 13 of the collective bargaining agreement is hereby retroactively amended to July 1, 1996 as follows:

Effective July 1, 1996, the Employer's contribution toward employee's health/dental/vision insurance will be added to 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 Employer's health/dental/vision/prescription insurance 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 payroll deduction from the employee's gross pay equal to the Contribution toward employee's health/dental/vision/prescription insurance. This deduction from the employee's gross pay will be paid into a fund maintained to provide health/dental/vision/prescription insurance benefits for employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health/dental/vision/prescription insurance.

Including the Employer's Contribution toward employee's health/dental/vision/prescription insurance in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income--causing a decrease to the net income of the employee. It is also the intent of the employees and the Employer that the Contribution 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 Employer's health/dental/vision/prescription insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate of pay to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

Notwithstanding the above, regardless of the Employer's historic practice of contributing the Employer's entire payment for an employee's health/dental/vision/prescription insurance toward the employee's gross pay for purposes of calculating income for retirement purposes (i.e. the Contribution),

1. Effective July 1, 2012 said allocation of health/dental/vision/prescription insurance payments by the Employer to an employee's gross pay for purposes of calculating income for retirement purposes shall be \$530.00 per month; and
2. Effective July 1, 2013 said allocation of health/dental/vision/prescription insurance payments by the Employer to an employee's gross pay for purposes of calculating income for retirement purposes shall be \$555.00 per month; and
3. Effective July 1, 2014 said allocation of health/dental/vision/prescription insurance payments by the Employer to an employee's gross pay for purposes of calculating income for retirement purposes shall be \$580.00 per month.

It is the intent of the Employer and the Association that this Program to Augment Retirement Benefits continue to be allowed by the FURS. Therefore, if any of the monthly amounts specified in 2 or 3 above exceed the Employer's monthly contribution for single employee health insurance at that time, the single employee health insurance contribution will be the maximum amount of the Contribution under this part.

ARTICLE 14: SHIFT CHANGES

Employees shall have the right to exchange shifts when the change does not interfere with the best interests of the Fire Department and with the approval of the Shift Officer.

When there is a substitution of work schedules voluntarily undertaken and agreed to solely by the employees and approved by the employer, the hours worked by the substituting employee will be excluded from any overtime calculations. All trades shall be consistent with the responsibilities of both employees involved and shall comply with the Bozeman Fire Department Shift Trades Policy and Procedures.

When employees voluntarily provide early relief from other shifts/employees, the time spent providing the relief will be excluded from overtime calculations.

ARTICLE 15: SICK, VACATION, AND BEREAVEMENT LEAVE

A. Sick leave:

Sick leave shall be accrued and expended according to State Law.

- 1) Combat firefighters, and combat firefighters who are currently working as uniformed day personnel will earn and use sick leave on an hour-for-hour basis. For example, a Combat firefighter who is absent from work due to illness for a full 24-hour shift will use 24 hours of sick leave. The 90 day qualifying period required under Montana Code applies.

B. Annual Vacation Leave

Effective on July 1, 2006 and consistent with MCA 2-18-612, employees shall earn annual vacation leave at the following rates:

<u>Years of Service</u>	<u>Employee Earns</u>
0 – 9	13.320 hours per month
10 – 14	15.847 hours per month
15 – 19	18.603 hours per month
20 and on	21.1293 hours per month

All bargaining unit members can also earn "accelerated leave" for prior Montana government, or certain kinds of military, service. It is the employee's responsibility to request this accelerated leave. Please refer to the Employee Handbook for more information.

- 1. Leave Accounts: All vacation leave will be maintained in one leave account.

2. Leave Usage: Effective July 1, 2006:

b. Combat Firefighters will use annual vacation leave on an hour-for-hour basis. For example, a combat firefighter who is absent from work for a 24-hour shift for vacation-related reasons will use 24 hours of annual leave. The six (6) month qualifying period required under Montana Code applies.

3. Excess vacation leave will be administered in compliance with State law and the Employee Handbook.

C. Bereavement Leave: Bereavement leave shall be granted as per present Employer policy.

ARTICLE 16: VACANCIES AND PROMOTIONS

When a vacancy occurs in the position of Engineer or above, it shall be filled within 60 regular business days upon completion of the official severance of the departing member from the Fire Department. This time period may be modified on each occasion by mutual agreement of the parties.

Defined below is the minimum number of years that a candidate must have completed with the Bozeman Fire Department in order to move to the next step. Qualified means meeting the minimum years, training and successfully completing the promotional process defined by departmental policy.

<u>Title</u>	<u>Years Completed with BFD</u>
Captain	9 years
Acting Captain	7 years
Engineer	6 years
Firefighter 1 st Class	4 years
4 th Year Firefighter	3 years
3 rd Year Firefighter	2 years
2 nd year Firefighter	1 year
Training Officer	Determined by Chief
Staff Captain	Determined by Chief

ARTICLE 17: GRIEVANCE & ARBITRATION PROCEDURES

A grievance is defined as a dispute, or difference in interpretation between an employee or the Union and the Employer involving wages, hours, and all conditions of employment which are expressly provided by this contract.

The Union shall certify in writing to the Employer the names of all employees or others authorized to represent the Union in this procedure. For the purpose of this article, persons are authorized to represent the grievance during regular working hours without loss of regular pay providing the Employer does not incur the cost of any overtime as a result of representation.

Departure from the established procedure, unless mutually waived by both parties, by the Union shall automatically nullify any further recourse through this procedure for the grievance.

Departure from the established procedure, unless mutually waived by both parties, by the Employer shall automatically place the grievance into the next step.

For the purpose of this article a business day is defined as all calendar days except Saturdays, Sundays, and holidays. Presentations of grievances must, at each step of the following process, include the following information:

- a. Name of employee(s) grieving;
- b. The names of all individuals authorized to represent the Union on this issue;
- c. Dates of the action(s) being grieved;
- d. Statement of grievance;
- e. Contract Provision Violated;
- f. Specific Remedy or Corrective Action requested.

Procedure:

A. Informal Dispute or Complaint Resolution

Step 1 Management Notification:

Any dispute involving the interpretation, application, or alleged violation of a specific provision of this agreement shall be brought to the employee(s) immediate supervisor within fifteen (15) business days of the day the incident occurred.

Step 2 Management Response:

No grievance may be filed until the immediate supervisor and the appropriate Management representative has been given an opportunity to attempt resolution. The Management representative, with input from the immediate supervisor, will respond in writing to the Step 1 notification within ten (10) business days..

B. Grievance Resolution

Step 1 –Grievance:

In the event the employee(s) covered by this agreement chooses to file a grievance, they shall submit the grievance to the Union Grievance Committee within five (5) business days from the end of Section A, Step 2. Upon receipt of notification of a grievance, the Union Grievance Committee shall immediately inform the Fire Chief that a potential grievance is being investigated..

Step 2 Union Investigation:

The Union Grievance Committee shall investigate the grievance and if it determines that a grievance exists, it shall present the grievance to the Fire Chief within ten (10) business days of receipt of the grievance.

In the event the Union Grievance Committee is unable to determine that a grievance exists, the employee(s) shall have the opportunity to present the grievance to the members of the Union. The grievance shall be presented at the next union meeting, or within a thirty (30) calendar day period, whichever is earliest, unless an exception is granted by the Union Grievance Committee and the Fire Chief.

If the Union determines that no grievance is warranted, this shall be considered the final obligation of the Union, and the employee(s) is limited to seeking remedy outside of this agreement.

If the Union determines that, in their opinion, the grievance is valid, the Union Grievance Committee shall, within fifteen (15) business days of the Union's determination, present the grievance to the Fire Chief for resolution.

Step 3 – Fire Chief Response:

The Fire Chief shall issue a written response to the Union Grievance Committee within ten (10) business days of receipt of the grievance.

Step 4 – Grievance Presented to the City Manager:

If the grievance cannot be resolved at Step 3, the Union Grievance Committee shall, within ten (10) business days of receipt of the Fire Chief's response, present the grievance, in writing, to the City Manager.

Step 5 – City Manager Response:

The City Manager shall issue a written response to the Union Grievance Committee within ten (10) business days of receipt of the grievance.

Step 6 – Arbitration:

Part 1:

If the grievance remains unresolved, the Union Grievance Committee shall, within five (5) business days of the receipt of the City Manager 's response, submit a written request for arbitration to the City Manager..

Part 2:

Concurrently with Part 1, the Union Grievance Committee shall request the State of Montana Board of Personnel Appeals provide a list of five (5) arbitrators. The parties shall select an arbitrator by alternately striking from the list, with the parties flipping a coin to determine who strikes the first name.

Part 3:

The arbitrator chosen shall be contacted immediately and asked to start proceedings at the earliest possible date. During the arbitration proceedings, all evidence shall be presented to the arbitrator. The arbitrator shall have no power to alter Bozeman Municipal Code, the terms of this agreement, State or Federal law. The arbitrator’s decision shall be within the scope of the terms of this agreement and the arbitrator will be requested to issue the decision within twenty (20) business days after the conclusion of the proceedings, including filing of briefs, if any.

Part 4:

The decision of the arbitrator is binding upon the parties.

Part 5:

The cost of the arbitrator shall be borne solely by the losing party.

ARTICLE 18: SUPPLEMENTAL AGREEMENT

By mutual agreement, the parties hereto may at any time negotiate additions or modifications to

this Agreement, which, after being mutually ratified, shall become a part of this Agreement as if contained herein.

ARTICLE 19: TERM OF AGREEMENT

The terms and conditions herein set forth shall become effective on the 1st day of July, 2015 and shall remain in full force and effect through the 30th day of June 2018, and annually thereafter from 1 July through 30 June, unless one of the parties hereto serves written notice of desire for modification upon the other party hereto. Such notice shall be served not less than sixty days prior to expiration of this Agreement. Negotiations shall commence within ten days of the request by either party for purpose of collective bargaining, and shall continue in good faith until settlement is reached.

ARTICLE 20: STRIKE PROVISION

Upon consummation and during the term of this Agreement, no Firefighter shall strike or recognize a picket line of any labor organization while in the performance of his/her official duties.

ARTICLE 21: SAVINGS CLAUSE

If any provision of this Agreement or the 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 or portions of this Agreement shall remain in full force and effect.

ARTICLE 22: OFFICIAL DUTIES

Official duties as performed by a member of the Bozeman Firefighters shall be defined as outlined in the City of Bozeman Job Descriptions.

ARTICLE 23: SALARIES & COMPENSATION

- A. The Employer will pay a clothing allowance to each firefighter for clothing purchased by him/her that is necessary for the performance of his/her duties. The salary schedule listed on Addendum A has been increased to reflect this clothing allowance.
- B. All time in service requirements used for calculating longevity pay, firefighter step increases, promotion requirements, and seniority shall be calculated from the first day of full-time employment with the City of Bozeman Fire Department.
- C. Swim Center passes are available for each fiscal year at a cost of:

\$10 per person

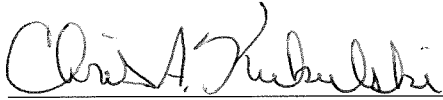
\$45 for the employee and family living in the same household

The Swim Center pass will be honored at Bogert Pool during open swimming hours.

In Witness Whereof,

the parties hereto have set their hands this 8th day of December 2015.

FOR: CITY OF BOZEMAN



City Manager – Chris Kukulski

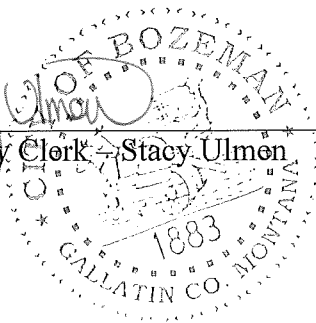
FOR: IAFF Local 613 BOZEMAN
FIREFIGHTERS'



Union President – Nate Bashkirew



Attest: City Clerk – Stacy Ulmen



Union Secretary – Dillon Smith

ADDENDUM A
PAY RATES FOR FISCAL YEARS 2016 - 2018

A. Monthly salary rates effective July 1, 2015, July 1, 2016 and July 1, 2017. Full time employees will be paid on a monthly basis. Wages paid will be carried out to four (4) decimal places.

Position	Monthly Salary		
	FY16	FY17	FY18
	7/1/2015 - 6/30/2016	7/1/2016-6/30/2017	7/1/2017 - 6/30/2018
Captain	\$5,961.26	\$6,140.10	\$6,324.30
Firefighter 1st Class	\$5,190.06	\$5,345.76	\$5,506.13
4th Year Firefighter	\$4,910.22	\$5,057.52	\$5,209.25
3rd Year Firefighter	\$4,796.20	\$4,940.08	\$5,088.28
2nd Year Firefighter	\$4,673.12	\$4,813.31	\$4,957.71
Probationary Firefighter (months 7-12)	\$4,417.91	\$4,550.44	\$4,686.96
Probationary Firefighter (months 1-6)	\$3,987.76	\$4,107.39	\$4,230.61
Building/Life Safety Specialist	\$5,394.32	\$5,556.15	\$5,722.83
Staff Captain	\$5,961.29	\$6,140.13	\$6,324.33
Training Officer	\$5,961.29	\$6,140.13	\$6,324.33

Note: The Employer agrees to pay \$35 per month to each member of the bargaining unit who is a certified Basic EMT. The above salary schedule has been increased to compensate members for this certification.

⁽¹⁾ This pay plan shall not apply to Uniformed Day Personnel vacancies filled via external recruitment. Vacancies filled in this manner will be subject to the policies contained in the City's Employee Handbook.

B. Emergency Medical Certification Pay:

Certification	Monthly rate, paid as earned, to be added to firefighter's base pay:
EMT – Advanced	\$60.00per month
EMT- Paramedic	\$150.00per month

Note: The employee will only be paid for the one highest certification that s/he holds and, at no time will certification pay exceed \$150 per month.

- C. **Longevity:** Each duly confirmed member of the Bozeman Fire Department is entitled to longevity pay in addition to their base pay at a rate determined by the schedule below per month for each additional year of service. For the purposes of calculating retirement wages, longevity pay will be included in the firefighter's base pay.

Employees will receive additional longevity increments on their anniversary date. The anniversary date for employees who are not in probationary status as of July 1, 1994 will be July 1st of each year. The anniversary date for employees who are in probationary status as of July 1, 1994 and employees hired after July 1, 1994 will be the anniversary of their date of hire.

2-4 years of service \$10/mo/YOS	5-9 years of service \$12/mo/YOS	10-24 years of service \$14/mo/YOS	25+ years of Service \$350 Cap.
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- D. **Hazardous Materials Technician Pay** – Beginning on July 1, 2008, those employees who meet the minimum requirements of the Hazmat program will receive \$50 per month. There is a limited number of Hazmat Tech positions allowed, the number of which will be at the sole discretion of the Fire Chief. These appointments shall be made, and can be revoked, at the sole discretion of the Fire Chief.
- E. **EMS Coordinator Pay** – Beginning on July 1, 2008, any employee appointed as the Department's EMS Coordinator will receive EMS Coordinator Incentive Pay of 1.75% of the monthly salary shown in the Monthly Salary Table above. There is a maximum of one EMS Coordinator assignment and the appointment shall be made, and can be revoked, at the sole discretion of the Fire Chief.
- F. **Hazardous Materials Coordinator Pay** – Beginning on July 1, 2012, any employee appointed as the Department's Hazardous Materials Coordinator will receive an additional Incentive Pay of 1.75% of the monthly salary shown in the Monthly Salary Table above. There is a maximum of one Hazardous Materials Coordinator assignment and the appointment shall be made, and can be revoked, at the sole discretion of the Fire Chief. The added pay for this appointment will expire when three (3) Battalion Chiefs are hired.
- G. **Engineer Pay** – Beginning on July 1, 2009, employees who are promoted to the position of Engineer will receive 2.5% Engineer Pay, based on their current monthly salary, as shown in the Monthly Salary table above.
- H. **Medical Expense Reimbursement Plan (MERP)** – Beginning July 1, 2012, with each monthly payroll, the Employer shall make monthly contributions on a pre-tax basis for each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust Beginning July 1, 2014, the monthly contribution will be \$100 per IAFF Local 613 member.

1. These contributions are made in addition to the salaries listed in Article 23.
2. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
2. The Employer shall be obligated to payment of contributions in the amount provided above by the twentieth (20) of every month for that month's contributions.
4. The Internal Revenue Service codes require all eligible employees to participate; there is no individual election to continue contributions. The Union and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, law suits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances whatsoever will the employer be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

ADDENDUM B

CITY OF BOZEMAN, MONTANA SUPPLEMENTAL RETIREMENT PROGRAM

PURPOSE OF THE PROGRAM

1. To reduce the amount of sick leave taken by employees.
2. To reward employees for staying healthy.
3. To discourage abuse of sick leave.
4. To provide for a supplement of employee's retirement.

PROGRAM DESCRIPTION

1. Employees are allowed to move portions of their sick leave balance from sick leave to one of the Employer's qualified deferred compensation plans. Sick leave hours converted to a deferred compensation plan will be paid at 75 percent of the employee's hourly rate at the time the hours are converted. This will occur during the month of September of each year and cover hours as of June 30 of that year. Employees will not be able to take the hours in the form of cash for current uses. Employees' remaining sick leave balances will continue to be paid at 25 percent of the employee's hourly rate at retirement or termination.
2. Sick leave hours eligible to move to a deferred compensation account are subject to the following restrictions:
 - B. Employees may not move sick leave hours if they do not have a minimum of two years' sick leave accrual (192 hours) on the books nor will they be able to move any sick leave hours which cause their sick leave balance to fall below 192 hours.
 - C. The amount of sick leave eligible to move to a supplemental retirement account will be determined on an annual basis as of June 30 of each year.
 - D. The amount of sick leave eligible to move to a supplemental retirement account equals:

On an annual basis 72 hours of sick leave may be moved to a supplemental retirement account.
3. The annual election to convert sick leave hours into deferred compensation under this program is irrevocable. Once sick leave hours are converted, they cannot be "purchased back" for use as leave at a future point in time.
4. Employees with existing supplemental retirement bank hours must make an election in September 2008 to either: 1) convert those hours into a qualified deferred compensation plan, or 2) to return them to their existing sick-leave bank. Conversions to a deferred compensation plan will be done at 75 percent of the employees current hourly rate and

conversions to an existing sick-leave bank will be done hour-for-hour. If an employee election under this part results in the employee exceeding the IRS annual maximum for contributions to a deferred compensation plan, the employee will be allowed the additional years necessary to complete the conversion.

5. Calculations of the sick leave pay rate for the purpose of eliminating supplemental retirement banks shall be equal to:

Addendum A Pay Rate x 12
2080 hours per year.

Calculations for all other annual conversions under this section shall be equal to:

Addendum A Pay Rate x 12
2756 hours per year