

**COLLECTIVE
BARGAINING
AGREEMENT**

between

CITY OF BOZEMAN

and

IAFF LOCAL 613

BOZEMAN FIREFIGHTERS'

FY 2023 - FY 2025

July 1, 2022 through June 30, 2025

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AGREEMENT

This Agreement, made and entered into this 1st day of July, 2022, between the City of 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 that may arise, and to establish proper standards of wages, hours, and other terms and conditions of employment.

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all firefighters and uniformed day personnel (UDP) of the Bozeman Fire Department ("Department"), except for those at the rank of Battalion Chief and positions above.

ARTICLE 2: PROVISIONS SUBJECT TO RESTRAINT

Articles 10, 11, 12, 13, and 16 of this Agreement shall have no application to UDP and their enforcement by UDP shall be restrained.

ARTICLE 3: 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 deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union. This authorization shall remain in force during the term of this Agreement.

ARTICLE 4: NON-DISCRIMINATION & SUPPORT FOR GENDER & ETHNIC DIVERSITY

Both the Union and the Employer recognize that diversity is an ongoing commitment to the entire workforce that benefits both our employees and our citizens. Both the Union and the Employer support the vision for gender and ethnic diversity across the City of Bozeman, including within the Bozeman Fire Department. Both the Union and the Employer share a desire to increase representation and retention of women in non-traditional roles, including those within the Bozeman Fire Department.

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 5: 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 6: 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 including, 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 7: RULES AND REGULATIONS

The Union agrees that its members shall comply in full with 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 8: SPECIFIC TERMS & CONDITIONS OF EMPLOYMENT FOR UNIFORMED DAY PERSONNEL

- A. Through mutual agreement, the Fire Chief shall be allowed to temporarily assign interested shift firefighters to perform the duties of UDP. The length of these assignments shall be a mutually agreed upon time period.
- B. Upon completion of a UDP assignment, the 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 operations division;
 - 2. The employee shall not be under any form of disciplinary action or performance management in their 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 they would have attained within the normal course of service (e.g., a firefighter with four (4) years of service with the Department who spends 12 months in the Training Captain assignment, would return to shift duties as a Firefighter 1st Class); and,
 - 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 UDP shall be paid at a rate of one (1) and one-half (1 ½) times their regular rate of pay for all authorized time they work over 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 (1) and one-half (1 ½) times their regular rate of pay, for all authorized time they work over 40 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 UDP 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.

- F. At the time the City chooses to reclassify the Training Captain duties to a Chief Officer that include expanded management functions and training coordination, the Union agrees that the position will no longer be represented by IAFF Local 613. Positions added that report to the newly-established Training Chief will be represented by IAFF Local 613 (for instance, Medical Trainer, Fire Operations Trainer etc.).
- G. Training Captain
1. Years serving as a Training Captain will count towards the minimum years of service required in the Battalion Chief class specification.
 2. External candidates appointed to the Training Captain position will not be eligible to work 24-hour shift or other operational positions without successfully completing the Department's Firefighter hiring process.
 3. All candidates appointed to the Training Captain position will return to their previous rank upon completion of their Training Captain assignment unless they were promoted to Engineer or shift Captain during their service as Training Captain.
 4. Employees promoted to Shift Captain while serving as Training Captain may assume the Shift Captain rank and pay, if it is higher than the Training Captain, and remain as the Training Captain. They may also return to 24-hour shift work when a Shift Captain vacancy occurs.

ARTICLE 9: PAY

A. Base Wages

Shift firefighters will be paid on a salary basis according to the schedule below. Pay adjustments shall be effective July 1 each year.

	FY23 7/1/22 – 6/30/23	FY24 7/1/23 – 6/30/24	FY25 7/1/24 – 6/30/25
Training Capt.	\$8,109.28	\$8,636.39	\$9,197.75
Captain	\$7,723.13	\$8,225.13	\$8,759.76
Inspector	\$6,795.36	\$7,237.06	\$7,707.47
Engineer	\$6,762.05	\$7,201.59	\$7,669.69
Firefighter 1st Class	\$6,043.65	\$6,436.50	\$6,854.86
Firefighter 4th Year	\$5,808.00	\$6,185.52	\$6,587.59
Firefighter 3rd Year	\$5,568.00	\$5,929.92	\$6,315.36
Firefighter 2nd Year	\$5,328.00	\$5,674.32	\$6,043.15
Probationary Firefighter (0-12 months)	\$5,088.00	\$5,418.72	\$5,770.94

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.

B. Previous Fire Service Experience:

The Union and Employer agree that it is in their mutual best interest to attract experienced and qualified applicants to openings within the Department. In order to meet this goal, previous experience will be accepted with the following conditions:

1. At the time of hire, applicants must have a valid a CPAT certification obtained within the last year.
2. Previous fire service experience that may be recognized under this program is service as a career firefighter in a municipal fire system, or other fire and emergency medical service and training deemed appropriate by the Employer.
3. Applicants must meet all other established pre-employment minimum requirements as well as successfully complete all testing, screening and background processes.
4. This program will place a new-hire in any of the pay rates between Probationary Firefighter and 4th Year Firefighter, at the sole discretion of the Employer.
5. An employee hired under this program and started at an accelerated pay rate will move through the ranks of Probationary, 2nd Year, 3rd Year, 4th Year, and Firefighter 1st Class according to regular department processes. The accelerated pay does not affect the employee's rank.
6. This program is meant to establish base salary only. It does not apply to any other additional pay, benefit, rank, or seniority-based program. Seniority for the purposes of this Agreement will be based on date of hire.

C. Additional Pay1. Longevity

Each duly confirmed member of the 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. Longevity amounts are not capped. Employees will receive additional longevity increments at the beginning of the pay period in which their anniversary date occurs.

<u>Years of Service</u>	<u>Amount</u>
Year 1 (Day 1 - 365)	\$0.00
Year 2 (starts on day 366) (\$12mo/YOS)	\$26.00
Year 3 (day 731)	\$39.00
Year 4 (day 1,096)	\$52.00
Start of Year 5 (day 1,461) (\$15mo/YOS)	\$75.00
Year 6 (day 1,826)	\$90.00
Year 7 (day 2,191)	\$105.00
Year 8 (day 2,556)	\$120.00
Year 9 (day 2,921)	\$135.00
Start of Year 10 (day 3,286) (\$17mo/YOS)	\$170.00
Year 11 (day 3,651)	\$187.00
Year 12 (day 4,016)	\$204.00
Year 13 (day 4,381)	\$221.00
Year 14 (day 4,746)	\$238.00

Year 15 (day 5,111)	\$255.00
Year 16 (day 5,476)	\$272.00
Year 17 (day 5,841)	\$289.00
Year 18 (day 6,206)	\$306.00
Year 19 (day 6,571)	\$323.00
Year 20 (day 6,936)	\$340.00
Year 21 (day 7,301)	\$357.00
Year 22 (day 7,666)	\$374.00
Year 23 (day 8,031)	\$391.00
Year 24 (day 8,396)	\$408.00
Year 25 (day 8,761)	\$425.00
Year 26 (day 9,126)	\$442.00
Year 27 (day 9,491)	\$459.00
Year 28 (day 9,856)	\$476.00
Year 29 (day 10,221)	\$493.00
Year 30 (day 10,586)	\$510.00

2. Emergency Medical Certification Pay

Emergency medical certification (EMT) pay shall be paid according to the schedule below. Adjustments to EMT pay shall be effective on the same date as adjustments to base wages. Percentages are calculated on the base pay for Firefighter First Class. Employees will only be paid for the highest certification they hold.

Certification	FY23	FY24	FY25
EMT – Advanced	1.5%	1.5%	1.5%
EMT – Paramedic	7.5%	7.5%	10.0%

3. Hazardous Materials Technician Pay

Beginning July 1, 2022, employees who meet the minimum requirements of the Hazmat program (as determined by Department policy) will be paid Hazardous Materials Technician pay equal to one and a half percent (1.5%) of the current base pay for Firefighter First Class. 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.

4. 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 one and three quarters percent (1.75%) of the monthly salary shown in Article 9 above. There is a maximum of one (1) Hazardous Materials Coordinator assignment and the appointment shall be made, and can be revoked, at the sole discretion of the Fire Chief.

5. Technician Rescue Pay

Beginning July 1, 2022, employees who meet the minimum requirements for Technician Rescue (as determined by Department policy) will be paid Technician Rescue pay equal to one and one half percent (1.5%) of the current base pay for Firefighter First Class. There is a limited number of Technician Rescue

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.

ARTICLE 10: OVERTIME & COMPENSATORY TIME

A. Schedule

Shift firefighters will be scheduled to work schedules that are compliant with Section 207(k) of the Fair Labor Standards Act (FLSA). In no case will the work period exceed 28 consecutive days or 212 hours of fire protection work. Shift firefighters will be scheduled to work a total of 2,547 hours per year. 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 and the Human Resources Department.

B. Overtime

Overtime shall be paid at time and one-half of the employee's regular rate of pay in accordance with the FLSA.

C. Compensatory Time

The Employer will grant non-exempt shift 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 one half of their regular rate of pay 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 (7) days prior to the time off being requested.

D. Emergency Callback

1. Employees shall receive a minimum payment of three (3) hours, at time and one half of their regular rate of pay, when:
 - i. Employee is called into duty on their day off or outside their regularly scheduled shift.
 - ii. Employee is called into work on a duty day, not immediately before or after their regularly scheduled shift.
2. If the call back exceeds three (3) hours, the employee will be compensated for every hour worked (e.g.: if a call back is four (4) hours, the employee will receive four (4) hours' pay at time and one-half; if a call back is one (1) hour, the employee will receive three (3) hours' pay at time and one-half).
3. Employees shall be compensated per Article 10 for all scheduled non-emergency meetings and trainings outside of their regularly scheduled shift.

ARTICLE 11: ALTERNATIVE WORK SCHEDULE

The Employer may establish an alternative work schedule for certain positions. When recruiting for positions that 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 schedule as a condition of continued employment (in those areas where alternative work schedules are required, current practices will continue in effect).

ARTICLE 12: PAY FOR TEMPORARY SERVICE AS ACTING ENGINEER, CAPTAIN, OR BATTALION CHIEF

- A. A firefighter working in the capacity of an Engineer shall receive a temporary upgrade in base pay equal to that of an Engineer (as established in Article 9) for hours worked as an acting Engineer.
- B. A Firefighter or Engineer working in the capacity of a Captain shall receive a temporary upgrade in base pay equal to that of a Captain (as established in Article 9) for hours worked as an acting Captain.
- C. Acting Battalion Chief Program:
 - 1. When a Battalion Chief is absent for an entire 24-hour shift, the Fire Chief shall appoint a qualified Captain to serve as an Acting Battalion Chief. Effective July 1, 2020, when a Battalion Chief is absent for any portion of a shift, the Fire Chief shall appoint a qualified Captain to serve as Acting Battalion Chief;
 - 2. The Captain serving as the Acting Battalion Chief will remain in the bargaining unit,
 - 3. The Acting Battalion Chief will be responsible for incident command, staffing issues, and coordination of assignments during the shift,
 - 4. The Acting Battalion Chief will not have the supervisory or confidential labor relations authority granted to Battalion Chiefs;
 - 5. The Acting Battalion Chief pay rate shall be set at 15% above Captain base pay for hours worked as Acting Battalion Chief.

ARTICLE 13: HOLIDAY PAY

Employees who are scheduled from 7:00 a.m. to midnight on any of the holidays specified below shall be compensated for hours worked (up to 17 hours) at the rate of time and one-half their regular rate of pay (balance of hours worked to be paid 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 four percent (4.0%), 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:

- 1. New Years' Day
- 2. Martin Luther King Day
- 3. Presidents' Day
- 4. Easter
- 5. Juneteenth
- 6. Memorial Day
- 7. Independence Day
- 8. Labor Day
- 9. Indigenous Peoples' Day
- 10. Veterans' Day
- 11. Thanksgiving Day
- 12. Wellness Day (day after Thanksgiving)
- 13. Christmas

14. General Election Day

ARTICLE 14: OTHER COMPENSATION

- A. The Employer will pay a clothing allowance to each firefighter for clothing they purchase that is necessary for the performance of their duties. The salary schedule listed in Article 9 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 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

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

ARTICLE 15: HEALTH & MEDICAL INSURANCE

A. Employer Health Insurance Contributions

Effective July 1, 2022 (June payroll deduction), the Employer will contribute the amounts listed below for full time employees for health/dental/vision/prescription insurance and other cafeteria plan options:

Coverage	Employer Contribution
Employee Only	\$781.00
Employee & Spouse	\$1,093.00
Employee & Children	\$943.00
Employee & Family	\$1,538.00

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

During open enrollment each year, employees 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).

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 Union that this Program to Augment Retirement Benefits continue to be allowed by the FURS.

C. Supplemental Retirement Program

Purpose of the Program

- To reduce the amount of sick leave taken by employees.
- To reward employees for staying healthy.
- To discourage abuse of sick leave.
- 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 (75%) 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 (25%) 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:
 - i. Employees may not move sick leave hours if they do not have a minimum of two (2) years' sick leave accrual on the books nor will they be able to move any sick leave hours which cause their sick leave balance to fall below the two (2) year accrual amount.
 - ii. 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.
 - iii. The amount of sick leave eligible to move to a supplemental retirement account equals:

For determinations made on, or after June 30, 2020, on an annual basis 67 hours of sick leave may be moved to a supplemental retirement account.

- iv. 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.

D. 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 \$100.00 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 by the parties.
3. The Employer shall be obligated to payment of contributions in the amount provided above by the 20th 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 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.

ARTICLE 16: SHIFT SUBSTITUTIONS

Employees shall have the right to substitute shifts when the substitution does not interfere with the best interests of the Department. Shift substitutions shall be approved in advance by the Battalion Chiefs of both employees involved in the substitution. It shall not be the responsibility of the Employer to track shift substitutions between employees.

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 Department Leave Scheduling Policy and Procedures.

When employees voluntarily provide early relief for other shifts/employees, the time spent providing the relief will be excluded from overtime calculations. Early relief, as defined in [CFR § 553.225](#), may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. The Employer does not require, or track this practice.

ARTICLE 17: SICK, VACATION, & BEREAVEMENT LEAVE

A. Sick Leave

Sick leave shall be accrued and expended according to state law.

1. Effective July 1, 2019 and consistent with MCA 2-18-612, shift firefighters shall earn sick leave at 9.764 hours per month. UDP shall earn sick leave in accordance with the City's Employee Handbook.
2. Shift firefighters, and shift firefighters who are currently working as UDP will earn and use sick leave on an hour-for-hour basis. For example, a shift 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 MCA applies.

B. Vacation Leave

1. Effective on July 1, 2019 and consistent with MCA 2-18-612, shift firefighters shall earn annual vacation leave at the following rates:

Years of Service	Employee Earns
0-9	12.310 hrs/month
10-14	14.645 hrs/month
15-19	17.192 hrs/month
20+	19.527 hrs/month

UDP shall earn vacation leave in accordance with the City's Employee Handbook.

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

3. Leave Accounts: All vacation leave will be maintained in one (1) leave account.
4. Leave Usage: Effective July 1, 2006: Shift firefighters will use vacation leave on an hour-for-hour basis. For example, a shift firefighter who is absent from work for a 24-hour shift for vacation-related reasons will use 24 hours of vacation leave. The six (6) month qualifying period required under MCA applies.
5. Excess vacation leave will be administered in compliance with state law and the Employee Handbook.

C. Bereavement Leave

Bereavement leave shall be granted per the Employee Handbook.

ARTICLE 18: VACANCIES & 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 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 Department in order to move to the next step. “Qualified” means meeting the minimum years, training requirements, and successfully completing the promotional process defined by Department policy.

Title	Years Completed with Department
Captain	6 years
Acting Captain	5 years
Engineer	4 years
Firefighter 1st Class	4 years
4 th Year Firefighter	3 years
3 rd Year Firefighter	2 years
2 nd Year Firefighter	1 year
Training Captain	Determined by Fire Chief
Staff Captain	Determined by Fire Chief

ARTICLE 19: 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/or terms or conditions of employment, which are expressly provided by this Agreement.

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. Names of all individuals authorized to represent the Union on the issue;
- c. Dates of the action(s) being grieved;
- d. Statement of grievance;
- e. Contract provision alleged to be violated; and,
- 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, shall 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 thirty (30) calendar days, 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, or 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 20: 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 21: TERM OF AGREEMENT

The terms and conditions herein set forth shall become effective on the 1st day of July, 2022 and shall remain in full force and effect through the 30th day of June 2025, 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 60 days prior to expiration of this Agreement. Negotiations shall commence within ten (10) days of the request by either party for purpose of collective

bargaining, and shall continue in good faith until settlement is reached. This time frame may be extended upon mutual agreement of the parties.

ARTICLE 22: STRIKE PROVISION

Upon signing, 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 their official duties.

ARTICLE 23: 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 24: OFFICIAL DUTIES

Official duties performed by Employees shall be defined in the City of Bozeman class specifications.

In Witness Whereof,

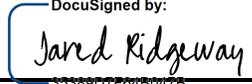
The parties hereto have set their hands this 19th day of July, 2022.

FOR: CITY OF BOZEMAN

FOR: IAFF Local 613 BOZEMAN
FIREFIGHTERS'

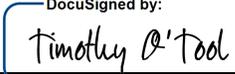
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City Manager – Jeff Mihelich

DocuSigned by:

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Union President – Jared Ridgeway

DocuSigned by:

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Attest: City Clerk – Mike Maas

DocuSigned by:

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Union Secretary: Tim O'Tool