

**CITY OF BOZEMAN/IAFF LOCAL 613
BATTALION CHIEFS
MEMORANDUM OF UNDERSTANDING**

May 5th, 2016

WHEREAS, the City and the Local 613 have been parties to a series of collective bargaining agreements, the latest of which is effective from July 1, 2015 through June 30, 2018 (“CBA”); and

WHEREAS, the City of Bozeman (“City”) and the IAFF Local 613 (“Local 613”) have settled and resolved the Unit Clarification No. 5-2013 and the Unfair Labor Practice Charge No. 10-2016; and

WHEREAS, as part of that settlement, the City and Local 613 wish to amend the current CBA as set forth in this Memorandum of Agreement.

NOW, THEREFORE, BE IT AGREED by the CITY and LOCAL 613:

1. The Recognition clause contained in Article 1 of the CBA is hereby amended in its entirety to state as follows: The Employer recognizes the Union as the exclusive bargaining agent for all firefighters and uniformed day personnel of the Bozeman Fire Department, except for those at the rank of Battalion Chief and positions above.

2. The City will develop an Acting Battalion Chief program by August 31, 2016. The Acting Battalion Chief program will include the following: (a) 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; (b) the Captain serving as the Acting Battalion Chief will remain in the bargaining unit; (c) the Acting Battalion Chief will be responsible for incident command, staffing issues and coordination of assignments during the shift; (d) the Acting Battalion Chief will not have the supervisory or confidential labor relations authority granted to Battalion Chiefs; (e) the Acting Battalion Chief pay rate shall be set at 15% above Captain base pay for hours worked as Acting Battalion Chief.

3. The Parties agree that the Acting Battalion Chief program and assigning Battalion Chief duties to a Captain, does not mean that those Battalion Chief’s duties are considered union work.



4. The Parties further agree that under special circumstances where a Battalion Chief is on extended leave (i.e. workers’ compensation, long term disability, FMLA, or other extenuating circumstances) the City shall have the right to manage and cover that extended leave as it deems necessary.

5. The City will add Engineer as a promoted rank to the pay matrix at the rate identified in Addendum A to the CBA.

6. The City will develop an Acting Engineer program by August 31, 2016 for firefighters assigned Engineer duties when a designated Engineer is absent from work, serving as an acting captain or is otherwise not available to perform the duties of the engineer. The Acting Engineer pay rate shall be 2.5% above the firefighter's base pay rate for those hours worked as an Acting Engineer.

7. Effective July 1, 2016, the longevity payments found in Addendum A to the CBA is amended as follows:

- a. 2-4 years of service will change from \$10/month/YOS to \$13/month/YOS;
- b. 5-9 years of service will change from \$12/month/YOS to \$15/month/YOS;
- c. 10+ years of service will change from \$14/month/YOS to \$17/month/YOS;
- d. The \$350 Cap will be deleted;
- e. Longevity payments shall be made according to the matrix attached hereto.
- f. The above-referenced changes to the longevity payments are effective July 1, 2016 and do not include any retroactive payment.

 Chris Kukulski, City Manager	 , President Local IAFF 613
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