

**AN AGREEMENT**

**BETWEEN**

**LOCAL 2457, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS**

**AND**

**MISSOULA RURAL FIRE DISTRICT**

**EFFECTIVE DATES**

**December 15, 2019 through December 12, 2020**

Approved by MRFD Board of Trustees: *Larry Hanson*  
Approved by Local 2457 Membership: *T. Hill*

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**PREAMBLE**

This agreement is entered into by and between the Missoula Rural Fire District, the employer, hereinafter referred to as the District, and Local 2457, International Association of Firefighters, hereinafter referred to as the Union.

**ARTICLE 1  
PURPOSE AND SCOPE**

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

**ARTICLE 2  
DISCRIMINATION**

The District and the Union agree not to discriminate against or harass any employee for his activity, non-activity, or membership in the Union.

The District and the Union agree that there shall be no discrimination or harassment against any employee or applicant for employment because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, sex or political beliefs, when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.

Reference: MRFD SOG 101.13, Sexual Harassment/Discrimination Policy for the process that, both employees and supervisors are required to follow when harassment and discrimination is believed to have occurred. SOG 101.13 detail what a person should do if he or she believes he or she has been subjected to harassment or discrimination, or if he or she has witnessed another person being subjected thereto. SOG 101.13 details what the supervisor responsibilities are when they receive a report of harassment or discrimination. All employees have the obligation to report employee harassment or discrimination, but they also must report outside vendors engaging in harassing or discriminating conduct against District employees. SOG 101.13 should be the procedural guide for employees if his or her supervisor is the one who is engaging in the harassment or discrimination.

**ARTICLE 3  
RECOGNITION**

The District recognizes the Union as the exclusive bargaining agent for all employees of the District except for the Fire Chief, Assistant Chief, Fire Marshal, Office Manager, Administrative Assistant, Information Technology Technician, Resident/Volunteer Firefighters, Volunteers and seasonal employees.

**ARTICLE 4  
MEMBERSHIP**

Employees may, at their discretion, become members of the Union. The right of non-association of members of the Missoula Rural Fire District based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member shall be protected at all times and such employee shall pay such sum in such manner as provided in 39-31-204, MCA, which by reference is incorporated herein as if it were fully set forth.

**ARTICLE 5  
WITHOLDING OF UNION DUES**

The District agrees to deduct twice each month, dues in an amount certified to be correct by the Treasurer of the Union, from the pay of those employees who individually authorize, in writing that such

deductions are made. The District shall remit the total deduction each month to the Treasurer of the Union. This authorization shall be enforced and in effect during the term of this Agreement.

## **ARTICLE 6 UNION AFFAIRS**

Employees elected to Union office, or a member designated by the Union President, will be allowed time, including but not limited to trading shifts, to perform their Union functions and the duties of their office, including but not limited to, attendance at Union conventions, conferences, seminars, legislative assembly hearings, and board meetings. The members of the negotiating team will be allowed to trade shifts to attend all meetings, which are mutually scheduled, by the District and the Union. Employees involved in grievance proceedings will be allowed to trade shifts in order to attend any meetings involving the settlement of grievances.

## **ARTICLE 7 MEETINGS**

In order to ensure unrestricted operations of the District, the District and the Union agree:

1. The Union may use a District facility mutually agreed on as a meeting place.
2. Qualified standby replacements may be used while employees are attending meetings, educational training courses and Union or District related functions.
3. A regular meeting day and time will be set. If any special meetings are required, twenty-four (24) hours advance notice will be given.
4. Existing bulletin boards may be used for the posting of official Union information.

## **ARTICLE 8 MANAGEMENT RIGHTS**

All management rights not specifically limited by this Agreement shall continue to rest exclusively with the District, including, but not limited to, the right to direct and schedule employees, hire, promote, transfer, assign, discipline and discharge employees, relieve employees from duties 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 the District's operations, determine the methods, means, job classifications and personnel by which the District's operations are to be conducted, take whatever actions may be necessary to carry out the missions of the District in situations of emergency, establish the methods and processes by which work is performed.

## **ARTICLE 9 POLICIES AND SOGs**

The Union agrees that its members shall comply in full with the Fire District's policies and SOGs.

The District agrees action taken based on policies and SOGs shall be subject to the grievance procedure.

The District encourages input from all its employees in order to improve its operations; therefore, members of the union (through their executive board) may make suggestions including changes in proposed policies. Final approval of policies will be at the discretion of the Board of Trustees. All changes to District SOGs will be brought to the monthly Officer's meeting for discussion and final approval by the Fire District Chief. All changes will be reviewed in at least two separate Officer's meetings.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

Grievances are hereby defined as questions or disputes involving the application or interpretation of the terms of this Agreement. Every effort shall be made to resolve grievances at the lowest possible level.

Both parties may mutually agree to extend the time limits at any point during the grievance process. Grievances shall be submitted in writing within thirty (30) calendar days of their discovery.

Grievances shall be resolved within the following procedure:

1. The employee and/or the Union shall submit the grievance in writing to the lowest level supervisor who can effectively resolve the issue. The grievance will include the following information:
  - a. Name of the Grievant(s)
  - b. Date(s) and/or Time(s)
  - c. Occurrence(s)
  - d. Nature of the Grievance
  - e. Terms of the Agreement that are applicable to the Grievant
  - f. Adjustment sought
  - g. Name of Union Representative(s)
  - h. Name of Grievance Chairperson

The Grievance Committee or its designee shall notify the supervisor within three (3) calendar days of receiving the potential grievance. The supervisor will then have three (3) calendar days to submit documentation of their account to the Grievance Chairperson. The Grievance Chairperson will be responsible for dissemination of the documentation to the Grievance Committee members. If the Grievance Committee deems it to be a valid grievance, and a grievance is submitted, then the supervisor, the employee/grievant, and/or the Grievance Committee/or designee of the Union shall meet in an attempt to solve the grievance within seven (7) calendar days. Within seven (7) calendar days of the aforementioned meeting, the supervisor shall submit his decision in writing to the grievant and the Grievance Chairperson. The Grievance Committee, or its designee, shall notify the Fire Chief in writing of the grievance and the supervisor's decision.

2. If the grievance is not resolved in Step 1, it shall be submitted in writing within ten (10) calendar days to the Fire Chief. The Fire Chief shall submit his decision in writing, within twenty (20) calendar days of the receipt of the grievance.
3. If the grievance is not resolved in Step 2, it shall be submitted in writing within ten (10) calendar days of the completion of Step 2 to the Board of Trustees. The Board of Trustees shall submit their decision in writing within forty-five (45) calendar days.
4. Either party may give notice to the other of their intent to submit the grievance to binding arbitration within thirty (30) calendar days if the grievance is not resolved in Step 3.

For grievance arbitration a single arbitrator will be used. The American Arbitration Association will be asked to provide a list of seven (7) qualified arbitrators. The selection of the arbitrator shall be completed within seven (7) calendar days of the receipt of the list of names from the American Arbitration Association. Each party to the dispute shall alternately strike names until one name remains. The party to strike first will be decided by coin toss. The remaining person shall be designated the Arbitrator. The arbitration proceedings shall commence on a date set by the arbitrator. The decision of the arbitrator shall be final and binding on both parties to the Agreement.

The costs and services of the Arbitrator shall be borne equally by both parties.

Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

**ARTICLE 11  
CHANGES IN THE AGREEMENT**

All appendices or amendments to this Agreement shall be numbered, dated and signed by both parties and shall be subject to all the provisions of this Agreement.

**ARTICLE 12  
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 13  
NO STRIKE - NO LOCKOUT**

The Union recognizes the essential nature of the service provided by its members in protecting the public safety. In light of that fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes during the term of the Agreement. In the event of unauthorized interruptions, the Union agrees to join the District in requiring its members to return to work immediately. The District agrees that there will be no lockout of employees during the term of this Agreement.

**ARTICLE 14  
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES,  
REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER,  
TRANSFER, ANNEXATION AND LOCATION**

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 respect 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 15  
WAGE CALCULATION**

1. The base annual wage schedule is set forth and attached to this Agreement as Appendix A, which shall form a part of and be subject to all of the provisions of this Agreement.
2. Annual salary shall be computed by taking the base annual wage, adding longevity pay, emergency medical certification incentive pay, Training Officer incentive pay, Resource Manager incentive pay, Deputy Fire Marshal incentive pay and Hazardous Materials Technician incentive pay, if applicable.
  - a. For twenty-four (24) hour employees: regular hourly wage = annual salary divided by two thousand five hundred eighty-nine and six-tenths (2589.6).
  - b. For forty (40) hour employees: regular hourly wage = annual salary divided by two thousand eighty (2080).
  - c. Annual salary will be divided by twenty-six (26) and be paid to each employee on a bi-weekly basis.

**ARTICLE 16  
LONGEVITY**

Longevity pay shall be calculated at the rate of 2.731% of a Firefighter II monthly salary, for the current contract, multiplied by years of service. (i.e., \$4833.53 [current monthly FFII wage] x 0.02731 = \$132 x years of service = Longevity pay)

**ARTICLE 17  
OVERTIME**

Overtime is defined as any time worked in excess of the employee's regularly scheduled tour of duty. In the event that a need for overtime should occur in the Fire District because of vacation, sickness, training, accident or other unforeseen emergency incident:

1. Employees scheduled to work forty (40) hours per week who work in excess of forty (40) hours per week, shall be compensated either monetarily or with compensatory time in lieu of monetary overtime, at the rate of one and one-half (1½) times their hourly rate/time, as mutually agreed upon. No employee may accrue more than one hundred (100) hours of compensatory time.
  - a. Employees scheduled to work 40 hours per week may choose between overtime and compensatory time. Both methods of compensation shall be agreed upon by the employee's supervisor.
  - b. Local 2457 agree that employees scheduled to work 40 hours per week may accept compensatory time in lieu of monetary overtime.
2. Employees scheduled to work twenty-four shifts that work in excess of their regularly scheduled shift shall be compensated at the rate of one and one half (1½) times their hourly rate.
3. When an emergency occurs at or near the end of an employee's shift, the employee will respond to the emergency. The employee shall be compensated at the rate of one and one-half (1½) times his hourly rate for time spent beyond their regularly scheduled shift.
  - a. An employee shall receive a minimum payment of two (2) hours, at time and a half (1½) his normal hourly pay rate (overtime), when the employee is called into duty on his day off or outside of his/her regularly scheduled shift. Overtime compensation starts at the time the employee arrives at his assigned station or checks in with the Incident Commander or Duty Officer. An employee who is called into duty will not receive less than two (2) hours of compensation at time and one half (1½) his normal hourly pay rate. If the call-back exceeds two hours, the employee will be compensated for every hour worked. (Examples: A firefighter is called back for four (4) hours, the employee will then receive four (4) hours pay at time and a half (1½) his normal hourly pay rate. If a call-back is one (1) hour in length, the employee will receive (2) hours pay at time and a half (1½) his normal hourly pay rate.)
4. In the event that a need for overtime occurs in the District overtime shall accrue to members of the bargaining unit.
5. In the event that overtime shifts are not filled on a voluntary basis by members of the Union, after going through the overtime list twice, the District shall maintain the right to require the employees who have filled the fewest number of overtime hours to fill the vacancy.

**ARTICLE 18  
TOURS OF DUTY**

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TOURS OF DUTY**

1. All employees shall be individually scheduled for a tour of duty. Tours of duty other than a or b shall be as listed below or will be mutually agreed upon by the Union and the District.
  - a. Forty- (40) hour per week period working any combination of set days and hours as mutually agreed upon.



- b. Twenty-four (24) hours on duty followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift.
- 2. Each shift shall be supervised by a Battalion Chief or acting Battalion Chief from Suppression.
- 3. Each three-man engine company shall be supervised by a Captain or acting Captain from Suppression.
- 4. Each two-man engine company shall be supervised by at least a Lieutenant or acting Lieutenant from Suppression.
  - a. 2 floaters on each shift will be at the rank of Lieutenant.
- 5. Officers designated as Station Officers shall be the rank of Captain or acting Captain from Suppression.

**Duty Day**

The duty day for a twenty-four (24) hour employee shall consist of the following:

- 1. A duty day shall consist of twenty-four (24) consecutive hours beginning at 0700.
- 2. A one- (1) hour alarm time starting at 0700 hours.
- 3. An eight- (8) hour working day starting at 0800 hours and ending at 1700 hours, but not including a one- (1) hour lunch period and two (2) fifteen- (15) minute breaks.
- 4. A fourteen- (14) hour alarm time during which firefighters shall be available to assist in scheduled training, assist in make-up training, and attend any training available.
- 5. A twenty-four (24) hour shift shall be followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift.

All Firefighters must be on call and available for all firefighting and emergency purposes during alarm time.

Only scheduled classes, drills, and essential work can be included on Sundays and Holidays. Interrupted lunch periods shall be made up at the earliest opportunity.

**ARTICLE 19  
WORKING OUT OF CLASSIFICATION**

Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a Battalion Chief, Captain, or Lieutenant shall be paid at the rate for that position or rank while so acting. In no case shall an employee be paid less than their current pay rate. shall be paid at the rate for that position or rank while so acting. In no case shall an employee be paid less than their current pay rate.

**ARTICLE 20  
HOLIDAYS**

The following legal holidays are those which will be recognized and observed:

- |                        |                            |
|------------------------|----------------------------|
| New Year's Day         | State General Election Day |
| Martin Luther King Day | Columbus Day               |
| Presidents Day         | Veterans Day               |
| Memorial Day           | Thanksgiving Day           |
| Independence Day       | Christmas Day              |
| Labor Day              |                            |

If the holiday should fall on a Saturday, the preceding Friday shall be considered the holiday for all employees who work an eight- (8) hour day. If the holiday falls on a Sunday, the following Monday shall be considered the holiday for all employees who work an eight- (8) hour day. All forty- (40) hour employees not assigned to operations shall have the holiday off with pay. All twenty-four (24) hour

employees and forty- (40) hour employees assigned to operations shall receive eight- (8) hour pay at an eight- (8) hour rate in addition to their regular pay for each holiday.

## **ARTICLE 21 MILITARY LEAVE**

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who has been an employee for a period of six (6) months, shall be given leave of absence, with pay, at a rate of 120 hours in a calendar year, or academic year if applicable, for performing military service. Military leave may not be charged against the employee's annual vacation leave. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 in any calendar year. Employees will accrue sick and vacation leave while on military leave.

## **ARTICLE 22 SICK LEAVE**

1. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. Employees, who are assigned to a twenty-four (24) hour day shall earn leave credits at a rate of 4.62 hours per pay period. Employees who are assigned to a forty- (40) hour week shall earn sick leave credits at a rate of 3.69 hours per pay period.
2. An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to use their accrued sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to use the sick leave credits he has earned. Employees may use sick time donated to them during their first 90 days (or probationary period) or any time thereafter.
3. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave.

An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

4. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave may be cause for discipline, dismissal and forfeiture of the lump sum payment provided for in subsection 3.
5. Sick leave will be allowed for absence from work due to illness or injury of the employee or members of his immediate family. Medical documentation may be required for all illnesses in excess of six (6) calendar days.
6. Any duty-related sickness, disability or injury covered by Workman's Compensation benefits shall not be charged against the employee's accumulated sick leave credits.
7. Sick leave will be granted for the purpose of visiting physicians and dentists for treatment of illness or injury and for preventive care. Such appointments will be made so as not to interfere with the District's work and notification will be made to the District forty-eight (48) hours in advance.

8. Sick leave will be granted for up to six (6) calendar days for an employee to attend or make arrangements for the funeral of an immediate family member.

### **ARTICLE 23 VACATION LEAVE**

1. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment.
2. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.
3. Employees are not entitled to any vacation with pay until they have completed six (6) months of continuous employment. Upon completion of the qualifying period, the employee is entitled to all of the vacation leave credits that he has accumulated.
4. Vacation leave credits for employees on a twenty-four (24) hour tour of duty day shall be 6.46 hours per pay period (7 days) for the first ten (10) years of service. After ten (10) years, vacation leave credits shall be 8.31 hours per pay period (9 days), and after fifteen (15) years, they shall increase to 9.23 hours per pay period (10 days). After twenty (20) years, they shall increase to 12 hours per pay period (13 days).
5. Employees who work forty (40) hours per week shall earn vacation leave credits at the rate of 4.62 hours per pay period (15 days) for the first ten (10) years of service. After ten (10) years of service, they shall earn 5.54 hours per pay period (18 days). After fifteen (15) years, they shall earn 6.6 hours per pay period (21 days). After twenty (20) years, they shall earn 7.38 hours per pay period (24 days).
6. Annual vacation leave credits may be accumulated to a total not to exceed two (2) times the number of days earned annually, as of the last day of the calendar year.
7. The District shall keep and maintain an accurate and current total of the vacation leave credits due an employee.
8. Upon the termination of employment, an employee is entitled to and shall receive a lump sum payment for all unused, accumulated vacation leave credits he has earned. This payment shall be computed at the employee's rate of pay at termination.
9. Regular vacation must be scheduled at least fifteen (15) days in advance. A multiplier of 0.5 times (x) the number of Operational Employees will be used to determine the number of available vacation slots per pay period (ex.,  $48 \times 0.50=24$ ;  $50 \times 0.50=25$ ). While calculating vacation slots, fractions will be rounded to the nearest whole number (ex.,  $49 \times 0.50=24.5$  rounds to 25). A maximum of two (2) Operational Employees per shift will be approved for those first requesting dates. Operational employees assigned to a 40-hour work week do not count towards vacation slots. Seniority will not entitle any employee to vacation dates granted another employee. Employees whose primary assignment is non-operational and that are assigned to a 40-hour work week may request and receive regular vacation without a fifteen- (15) day notice.
10. The Fire Chief, or his designee, may waive the fifteen (15) day notice of regular vacation use for unforeseen circumstances on a case by case basis.

### **ARTICLE 24 LIABILITY INSURANCE**

The District shall provide liability insurance for employees responsible for the operation of fire equipment. The amount of this liability insurance shall be a minimum of one million dollars (\$1,000,000.00).

**ARTICLE 25  
MEDICAL PROGRAM**

The District will pay the full premium for each employee and his dependents required by the current county medical, dental and optical plan.

**ARTICLE 26  
RETIREMENT**

The retirement program for all employees covered under this Agreement shall be any one of the programs offered by the Public Employees Retirement System of the State of Montana.

The District currently pays 6% of the employees' base salary to a deferred compensation program. The employee may elect to use that 6% to purchase retirement years.

The District agrees to allow existing employees to have the option of joining the Firefighter Unified Retirement System (FURS). All employees hired after July 1, 2007 shall be a member of FURS.

If the employee joins the Firefighter's Unified Retirement System the 6% that was used to fund that employees deferred compensation program, will be used to help fund that employees Firefighters Unified Retirement System program.

**ARTICLE 27  
LEAVE WITHOUT PAY POLICY**

Temporary Leave Without Pay for more than thirty (30) days may be granted upon good cause shown to the Board of Trustees. If such a request is for less than thirty (30) days, it may be granted by the Fire District Chief. No benefits such as vacation, sick leave or medical premiums shall be credited or paid during times of leave. The maximum leave granted shall be one (1) year unless extended by mutual agreement of the Fire District and the Union.

**ARTICLE 28  
JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

It is the desire of the District and the Union to maintain the highest standards of safety and health in the fire district in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Protective devices and other equipment necessary to properly protect firefighters shall be provided by the District, at no cost to the employee, and shall conform to applicable standards.

The District shall appoint one member, the Union shall appoint three members, the Volunteer Association shall appoint three members, and the Training Division shall appoint one member to the Occupational Safety and Health Committee. This committee shall meet as needed to discuss, review, and recommend solutions to safety and health issues. Committee members who are on duty will be replaced by the District with qualified replacements for all meetings, provided such meetings shall be scheduled in advance so that replacements can be placed upon the duty roster. Minutes of each committee meeting shall be kept and distributed to all parties.

**ARTICLE 29  
LIGHT DUTY PROGRAM**

The District shall provide a light duty program for employees covered under PERS.

Employees of the District who are members of FURS shall be eligible to participate in the light duty program for one (1) year and shall receive an extension of up to one (1) year, if a physician finds the employee will likely be able to perform the essential functions of a firefighter's job and return to work, during the second year.

A physician shall certify that the employee can perform light duty.

### **ARTICLE 30 PROBATION**

All new employees shall serve a probationary period of twelve (12) months during which time they may be discharged without cause. All employees on probation will be evaluated by a performance appraisal at the end of six (6) months.

### **ARTICLE 31 PROMOTIONS**

When an opening in the ranks occurs, which requires a promotional assessment, the District will post the position at each station, accept applications for the position, and hold an assessment for the position within six (6) months unless mutually agreed upon by both the District and the Union. If no affected employees become eligible for promotion in the interim, the Local and the District may mutually agree to hold a promotional assessment before the vacancy occurs. If an early assessment is not held, the position shall be filled in the interim by an eligible employee. Employees will not be considered eligible if they are in an active disciplinary process of Step Two or above. The eligible employee highest in rank seniority shall be offered the interim position. If that employee declines the offers will continue through the other eligible employees by rank seniority until the position is filled. Any temporary vacancy created in the lower ranks by the interim filling of the original opening shall be filled in the same manner as described above. The employee filling the interim position shall be paid at the interim position's wage. Filling an interim position does not guarantee automatic promotion to that rank.

To be eligible for a promotion, employees of the District shall complete the probationary period in the position immediately preceding the position being applied for, i.e. an employee must be a Lieutenant before he can take the Captain test to be eligible for a promotion.

Firefighter I's (FF I) will be automatically promoted to the rank of Firefighter II (FF II) after completing their one (1) year probationary period.

FF II's will be automatically promoted to the rank of Engineer after they have completed their second (2nd) anniversary.

Engineers will be eligible for promotion to the rank of Lieutenant when an opening occurs, and they have completed their third (3rd) anniversary. Promotion to Lieutenant will be by an Assessment Center.

Lieutenants will be eligible for promotion to the rank of Captain when an opening occurs and they have completed one (1) year as a Lieutenant. Promotion to Captain will be by Assessment Center.

Captains will be eligible for promotion to the rank of Battalion Chief when an opening occurs and they have completed one year as a Captain. Promotion to Battalion Chief will be by Assessment Center.

One-half (½) point will be added to each eligible applicant's final score for each completed year of employment.

Employees promoted will be on probation for one (1) year. If, during that period, the District determines that the promoted employee fails to perform satisfactorily the duties of the new position, he will be returned to his original position without prejudice, and without loss of seniority.

If the employee is unable to complete their probationary year due to performance or if they voluntarily withdraw from the position, the employee with the next highest points from the original assessment will be promoted to the position unless: 1) another employee has become eligible to test for the position since the original assessment or 2) another vacancy is created by someone leaving the position that was already confirmed at the same rank. In both instances, new assessments will be held to fill all vacancies

in the rank. If an employee has assessed and been promoted due to a vacancy caused by retirement and the retirement is then delayed, the promoted employee will continue to function in their promoted rank and will fill the next available position.

In the event that an emergency should occur that involves a multiple loss of personnel, or there are no employees available meeting the qualified time requirements, the District and the Union may mutually agree to waive the time requirements.

### **ARTICLE 32 REDUCTION IN FORCE**

In the event of a reduction in the work force, the last employee hired shall be the first laid off in the event of a recall, the last employees laid off, shall be the first recalled. Employees shall be notified by certified mail or personal contact. The employee shall notify the District of his intentions within forty-eight (48) hours of receipt of notification or he shall be passed over and the next eligible employee shall be recalled. A recalled employee may have up to fourteen (14) calendar days to return to duty. Any employee who is passed over will be dropped from the eligibility list. Employees will keep the District informed of their current address. The District may recall or hire a substitute on a temporary basis pending the return of the recalled employee. The District shall provide at least two weeks prior notice to an employee who is to be laid off. The laid off Employee will be notified of in house training that they may attend to keep certifications current. Those attending will do so as a private citizen. The District will reimburse the laid off employees upon reinstatement for associated recertification fees upon verification of the expenditures by the Fire District Chief.

### **ARTICLE 33 SHIFT EXCHANGE**

Employees shall have the right to exchange shifts providing the change does not interfere with the efficient operation of the District. An employee shall arrange for his qualified replacement. The District shall not be responsible for any compensation in the event of default by any employee using the right of shift exchange. All shift exchanges must meet the following requirements:

1. Trading is done voluntarily.
2. Trades are for the employee's personal benefit and not the employer's benefit.
3. A record is maintained by the employer of all time traded by employees.
4. The period in which time is traded and paid back does not exceed 12 months.

### **ARTICLE 34 SUSPENSION AND DISCHARGE**

No new employee who has successfully completed the new employee probationary period shall be discharged or suspended without just cause. Suspensions and discharges of non-probationary employees shall be subject to the Grievance Procedure outlined in this Agreement.

### **ARTICLE 35 UNIFORM ALLOWANCE**

The District will provide each employee with an annual uniform allowance of \$650.00.

The employee will be required to maintain in serviceable condition a full complement of uniform items as specified in the uniform SOG.

New employees will receive all appropriate uniform items upon notification of hiring by the District.

**ARTICLE 36  
EFFECTIVE DATE AND RENEWAL**

This Agreement shall be effective as of December 15, 2019 (Pay Period 14, 2020) and remain in effect until December 12, 2020 (PP 13 2020) It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice be given, negotiations shall begin within thirty (30) days, or on a mutually agreed upon date.

Whenever notice is given for changes, the nature of the changes desired must be specified at the first meeting.

**ARTICLE 37  
LONG-TERM DISABILITY PLAN**

The District shall purchase for each employee the Missoula County Long-Term Disability Income Plan (UNUM Life Insurance Company of America).

**ARTICLE 38  
PHYSICAL WELLNESS**

The fire service is a very demanding work. In an effort to minimize health risks the Union and the District agree to the following conditions for physical health.

1. The District will pay one-half (1/2) of the monthly cost of a health club Membership, if the member utilizes the club at least twelve (12) times per month.
2. Each member of the Union will Participate in physical fitness one (1) hour per day when on duty. Scheduled training, incidents, and other unforeseen events may pre-empt physical fitness training without penalty to the employees.
3. Each member of the Union shall schedule an annual physical. The District agrees to pay the difference between the actual cost of the physical and the benefit provided by the employee 's health insurance. Results of the physicals are retained by the employee and are not for determining fitness for duty.
4. A Haz-Mat physical meets the annual requirement.

**ARTICLE 39  
MINIMUM STAFFING**

Each duty day will be staffed with a minimum of one (1) Battalion Chief with all MRFD stations staffed with at least a two (2) career person engine company from suppression.

**APPENDIX A  
BASE WAGE SCHEDULE**

The following indicates the base annual wages for employees. These wages shall become effective with respect to the dates at each column head:

<b>Rank.....</b>	<b>12/15/19-12/12/20</b>
Firefighter I.....	\$55,712.20
Firefighter II.....	\$60,049.88
Engineer.....	\$63,263.48
Lieutenant.....	\$67,029.90
Captain.....	\$73,889.47
Battalion Chief.....	\$83,715.13

Certified Montana ECP-Emergency Medical Technicians with the following endorsements shall receive \$100.00 per month added to base wage.

1. Airway

Certified Montana ECP- Emergency Medical Technicians with all of the following endorsements shall receive \$200.00 per month added to base wage.

1. Airway
2. IV and IO Maintenance
3. IV and IO initiation
4. Medication

Montana-licensed ECP Advanced Emergency Medical Technicians shall receive \$250.00 per month added to base wage.

Montana-licensed Advanced Emergency Medical Technicians with I-99 endorsements shall receive \$300.00 per month added to base wage.

Montana-licensed Paramedics shall receive \$400.00 per month added to base wage.

MRFD certified Hazardous Materials Technician employees on the Regional Hazardous Materials Team shall receive \$150.00 per month added to base wage.

Training Officer incentive pay is \$333.33 per month.

Resource Manager who has not acquired certification as a Certified Fire Apparatus Technician (CFAT) shall receive \$333.33 per month added to the base wage corresponding to the Resource Manager's then existing rank. Resource Manager who has acquired certification at Level I CFAT shall receive \$500.00 per month added to the base wage corresponding to the Resource Manager's then existing rank. If the class is available, EVT I shall be completed within 18 months of the Resource Manager's hire date. Resource Manager who acquires certification at Level II CFAT shall receive \$666.67 per month added to the base wage corresponding to the Resource Manager's then existing rank. If available, EVT II shall be completed within three years of the Resource Manager's hire date. Resource Manager, with the optional certification of Master Level CFAT, shall receive \$833.33 per month added to the base wage corresponding to the Resource Manager's then existing rank. After the successful completion of EVT I, EVT II, and the Master Level CFAT, if the Resource Manager successfully completes the optional CFAT exams FA-4, F-7, and F-8, he shall receive an additional \$166.67 per month added to base wage.

At the time that the Resource Manager has successfully acquired certification as a Certified Fire Apparatus Technician (CFAT) through the Emergency Vehicle Technician (EVT) Program at the Master Level, along with the additional CFAT EVT exams listed above (FA-4, F-7, and F-8), the Resource Manager may request the Fire District Chief's approval to pursue Hazmat technician and/or Paramedic Certification. The Resource Manager is the only position in the District that is eligible for the Resource Manager Incentives.

Deputy Fire Marshal (DFM) shall receive \$333.33 per month added to the base wage corresponding to the DFM's existing rank. DFMs will receive an incentive pay of \$166.67 per month, in addition to their base wage, for each of the certifications listed below. Course completion may depend on availability of classes. The DFM will complete Fire Inspector I and Fire Plan Examiner I in their first six months in the position. Fire Inspector II will be completed inside the first year in the position. Fire Investigation (IAAI/NFA R0772) will be completed inside two years in the position. Fire Inspection Principles II (NFA P0391), or equivalent, will be completed inside three years in the position. Juvenile Fire Setter (NFA R0629), or equivalent, and Wildland Fire Investigation (NWCG FI-210) will be optional certifications with incentive pay consistent with the classes above.



## **APPENDIX B DEFINITIONS**

### **PERMANENT DISABILITY**

A sickness or injury, occurring while employed, totally and continuously preventing the employee from working for wage or profit as a member of the Union, and is expected to last for the rest of the employee's life.

### **ECP INCENTIVE PAY**

ECP incentive pay will be administered as outlined in Appendix A.

### **FAMILY MEMBER/IMMEDIATE FAMILY**

A person related to an employee or his spouse in one of the following ways:

Spouse	Stepmother	Daughter-in-Law
*Child	Stepsister	Uncle
Stepchild	Stepbrother	Aunt
Mother	Stepfather	Nephew
Father	Mother-in-Law	Niece
Grandparent	Father-in-Law	
Grandchild	Brother-in-Law	
Brother	Sister-in-Law	
Sister	Son-in-Law	

Or:

Any other person who lives in an employee's home as a member of his household (includes a foster child).

### **GOOD CAUSE**

Emergency situations, family illness, family death, or education, where sick leave or vacation time is insufficient to cover the absence of an employee. It shall be the responsibility of the employee to show good cause to the Board of Trustees or the Fire Chief. In the event that illness of the employee is considered an emergency situation, the Board of Trustees may require a medical documentation to verify an illness.

### **HAZARDOUS MATERIALS TECHNICIAN**

MRFD Certified Hazardous Materials Technicians are employees who participate on the Regional Team. To maintain their certification employees must attend a minimum of twenty-four (24) hours of team continuing education per year and at least nine (9) categories on the continuing education record including a current physical and one team drill.

### **MASCULINE PRONOUNS**

The use of masculine gender in this Agreement shall be construed as including both genders and not as sex limitations.

### **RESIDENT FIREFIGHTER**

A Resident Firefighter with Missoula Rural Fire District is a person who receives room in compensation for performing routine station duties or the duties of a firefighter under the direct supervision of an employee at a station. Resident firefighters shall work at least ten (10) hours per week performing station duties, but not more than twenty (20) hours per week.

### **RESOURCE MANAGER**

The Resource Manager (RM) may respond to incidents if it is mutually agreed upon by the Employer, the Employee and the Union.

The Employer, the Employee and the Union shall agree that an internal candidate shall enter the Resource Manager position at the internal candidate's then current rank and may assume that rank at an

incident. The RM is eligible to enter the promotional processes when vacancies occur. For the RM to be promoted, they must assess and be ranked within the given number of vacancies. Example: If RM currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the RM must rank in the top three (3) following the assessment. The employee ranked fourth in the assessment will fill the third vacancy in suppression.

If the Resource Manager chooses to leave the Resource Manager's job and enter the Operations Division, the Resource Manager must give two years notice, after which the Resource Manager shall return to the Operations Division at his then current rank, but only when a position at Resource Manager's then current rank is available. However, if after the two year notice period, a position lower in rank than that of the Resource Manager's then current rank is available, the Resource Manager may choose to return to the Operations Division at the then available lower rank position but at the Resource Manager's current rank base wage, without any Resource Manager incentives, until a position in the Resource Manager's actual rank is available. When a position at the Resource Manager's actual rank becomes available, the Resource Manager shall return to the position. If a suitable candidate is found before the end of two years, the Resource Manager shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the Employer and the above conditions are met. The Employee, in accord with **Article 32 Promotions** set forth in the current CBA, will follow the promotional process from that point forward. This option is not available to a Resource Manager who was hired externally.

An external candidate that fills the Resource Manager position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

#### **DEPUTY FIRE MARSHAL**

The DFM incentive schedule will work in conjunction with the wage schedule set in the current CBA. All MRFD personnel shall be eligible for the DFM position except those within the rank of FFI and FFII. No one will be allowed to hold both the Training Officer and a DFM position. DFM training is available to all employees, however the incentives are only available to the DFM position(s). The DFM(s) must complete DFM certifications first, including Juvenile Fire Setter and Wildland Fire Investigation, before they will be considered eligible to pursue Hazmat Technician and/or Paramedic Certification(s). Prior to these trainings, DFM(s) must obtain approval from the Fire Chief.

DFMs, if internal candidates, can return to the floor at their rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of pay if a vacancy is not currently available at their rank when returning to the floor. The next available vacancy, within their correct rank, will be filled by the employee.

DFMs are eligible to enter the promotional processes when vacancies occur. In order for the DFM to be promoted, they must assess and be ranked within the given number of vacancies. Example: If DFM currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain spots, the DFM must rank in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression.

#### **SEASONAL EMPLOYEES**

Seasonal employees are temporarily employed for the sole purpose of wildland firefighting assignments and/or performing urban interface fuel mitigation. Preference will be given to Missoula Rural Fire District residents or volunteers. Seasonal employees will be supervised on wildland assignments by a Missoula Rural Fire District career firefighter, if available. This shall not apply to single person assignments. First preference for single person assignments will be given to Missoula Rural Fire District career firefighters.

## **ESSENTIAL WORK**

Work necessary to assure that all emergency equipment is ready to respond; all facilities are clean and ready to receive visitors. Personnel shall be in appropriate uniform and prepared to greet the public.

## **TRAINING PACKET**

Training materials designed to prepare an individual for the next promotional step. These materials will represent Department Standards, NFPA Criteria, other applicable standards, and job requirements for the next available step.

## **SHIFT EXCHANGE**

A shift exchange is a situation where one employee works for another employee without benefit or creation of overtime. Shift exchanges are agreed upon between employees and done voluntarily.

## **ADMINISTRATIVE CHIEF PROBATIONARY PERIOD**

A member from the bargaining unit who has promoted into a fire administration position, being Assistant Chief or Fire Chief, may petition the Fire Chief or the Board of Trustees to return to a bargaining unit position inside their one-year probationary period. This will only apply to members who have promoted directly from the bargaining unit and not to an employee who has been in a fire administration position, or positions, for an aggregate period of more than 12 months, and then promoted to a new fire administration position. The District is under no obligation to create new bargaining unit positions to accommodate persons who promote to fire administration positions and then request to return to a bargaining unit position.

In order to exercise this option, the Promoted Member must petition the Fire Chief or the Board of Trustees in writing of his or her desire to resign the fire administration position to which he or she has been promoted and return to the bargaining unit. Said petition shall be delivered either by personal service upon the Fire Chief or the Board of Trustees or by sending the notice to the Fire Chief or the Board of Trustees via first class Certified U.S. Mail, Return Receipt Requested. If the petition to return to the bargaining unit is granted and it is within 12 months of the Promoted Member's effective date of promotion, the Fire Chief shall have the right to appoint a replacement for the Promoted Member, who is returning to the bargaining unit, provided that the appointment is made from a ranked list of candidates, from the bargaining unit, who assessed for the fire administration position that is being vacated by the Promote Member effective date of advancement or if there are no other candidates from the bargaining unit who assessed for the fire administration position which is now being vacated, the District will hold a new assessment center. Any candidate who is appointed by the Fire Chief will have the right to refuse the appointment without penalty or prejudice.


In the event that the Promoted Member is unable to successfully complete the 12-month probationary period for the fire administration position, he may return to an open position within the bargaining unit. The Board of Trustees has the sole discretion concerning the issue of whether the Promoted Member is capable of satisfactorily completing the probationary period for the fire administration position to which he has advanced.

In the event that the Promoted Member faces layoff and/or job elimination due to the District's budget constraints, the Promoted Member may return to a bargaining unit position when a position becomes available.


Under any of the above circumstances, the position to which the Promoted Member may return would be equal to the one he left upon his advancement into a fire administrative position, or alternatively, to an open position below the one the Promoted Member left. The Promoted Member may also compete for the next higher bargaining unit position to that he left if that position is open and the Promoted Member meets the requirements for that bargaining unit position.




**Missoula Rural Fire District**


  
\_\_\_\_\_  
Larry Hanson (Chair)

  
\_\_\_\_\_  
Ben Murphy (Vice Chair/Lead N.)


  
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Chuck Beagle (Secretary)


  
\_\_\_\_\_  
Dick Mangan (Negotiator)

**IAFF Local 2457**

  
\_\_\_\_\_  
Toby Ballard (Lead Negotiator)

  
\_\_\_\_\_  
Kory Burgess (Negotiator)

  
\_\_\_\_\_  
Eric Huleatt (Negotiator)

  
\_\_\_\_\_  
Cameron Harris (Negotiator)

