RESOLUTION NO. 4294

A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 600 UNION.

WHEREAS, the City of Miles City ("City") and the Local No. 600 of the International Association of Fire Fighters AFL-CIO ("Local 600") have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Collective Bargaining Agreement between the City of Miles City and the Local 600, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 26TH DAY OF NOVEMBER, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

COLLECTIVE

BARGAINING AGREEMENT

between

MILES CITY FIRE FIGHTERS Local No. 600

International Association of Fire Fighters

and

THE CITY OF MILES CITY

July 1, 2019 through June 30, 2020

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION....1
ARTICLE 2 – UNION MEMBERSHIP....1
ARTICLE 3 – CHECK OFF....1
ARTICLE 4 – PROBATION PERIOD....2
ARTICLE 5 – SENIORITY LIST....2
ARTICLE 6 – OFFICERS & PROMOTIONAL PROCEDURE....2
A. Slate of Officers....2
B. Promotional Procedure....2
C. Eligibility for Promotion....3
D. Assignment Restriction....4
E. Vacancy Time Limit....4
F. Exceptions to the Time Limit....4
G. Responsibility for Promotions....5
ARTICLE 7 – DISQUALIFICATION....5
ARTICLE 8 – PERSONNEL REDUCTION....5
ARTICLE 9 – SALARIES....5
ARTICLE 10- HOURS OF DUTY....6
A. Civilian Employees....6
B. Shift Personnel....6
ARTICLE 11 – EVENLY DISTRIBUTED OVERTIME....6
ARTICLE 12 – VACATIONS....6
A. Rate Earned....6
B. Unlawful Termination....7
C. Accumulation & Selection....7
D. Cash Out....7
ARTICLE 13 – INJURY....7
ARTICLE 14 – SICK LEAVE....8
A. Rate Earned....8
B. Accrual....8
C. Prorated Credits....8
D. Full-Time, Temporary & Seasonal....8
E. Lump Sum Payments....8
F. Re-employment....8
G. Administration & Rules....8
H. Abuse of Sick Leave....8
I. Funeral Leave....9
ARTICLE 15 – EDUCATIONAL LEAVE....9
ARTICLE 16 – INSURANCE....9
ARTICLE 17 – DEFERRED COMPENSATION....9
ARTICLE 18 – GRIEVANCE PROCEDURE....10
A. Grievance....10
B. Time Limits....10
C. Representation....10
D. Procedure....10
ARTICLE 19 – DISCIPLINARY PROCEDURES....11
A. Good Cause....11
B. Representation....11
C. Investigation....11
D. Personnel File....11
E. Reprimands....12
F. Loss of Certification....12
ARTICLE 20 – WORKING RULES....12
ARTICLE 21 – ABSENTEEISM....12
ARTICLE 21-LABOR REQUIREMENTS....12
ARTICLE 22 – PAID HOLIDAYS....13
A. Legal Holidays....13
B. Observance of Holidays....13
ARTICLE 23 – COMPANY STRENGTH....13
ARTICLE 24 – PROTECTIVE CLOTHING & EQUIPMENT..14
ARTICLE 25 – HEALTH PROTECTION....14
A. Hepatitis B....14
B. Biennial Physical Examination....14
C. Use of Tobacco....14
ARTICLE 26 – UNION ACTIVITY PROTECTED....14
ARTICLE 27 – LABOR MANAGEMENT COMMITTEE....14
ARTICLE 28 – SAVINGS CLAUSE....15
ARTICLE 29 – TERM....15
ADDENDUM A – WAGES....16
ADDENDUM B – HEALTH INSURANCE....18

Local No. 600, International Association of Fire Fighters, Miles City, Montana
and
The City of Miles City

This Agreement made between the City of Miles City, hereinafter called the "Employer" and the Miles City Fire Fighters Local #600 of The International Association of Fire Fighters AFL-CIO, hereinafter called the "Union".

WHEREAS the parties have agreed to enter into this Agreement for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Employer.

ARTICLE 1 - RECOGNITION

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

ARTICLE 2 - UNION MEMBERSHIP

Employees may, at their discretion, become members of the Union. This includes any person currently employed by the Fire Department or any person who becomes a new member of the Fire Department. Employees who elect to not become members of the Union will also be entitled to all benefits and rights of this Agreement subject to the check-off set forth in Article 3.

ARTICLE 3 - CHECK OFF

The Union and the Employer acknowledge that being a Union member is a choice individually made. Therefore, the Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card and the Union Opt-In form, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. If the firefighter does not want to join the Union, she/he will be required to sign the Opt-Out form to which the Union will retain the original and the Employer will keep a copy.

ARTICLE 4 - PROBATION PERIOD

All new employees will serve a probationary period of 12 months and will have no seniority rights during this period, but will be subject to all clauses of this Agreement. All employees who have worked 12 months, passed the FF1 essentials test, passed the Miles City FF1 test and the final streets test, and who have been duly appointed will be known as permanent employees and the probationary period will be considered part of their seniority time.

ARTICLE 5 - SENIORITY LIST

The Employer will establish a Seniority List and it will be posted and brought up to date on January 1 of each year and immediately be posted on the Fire Department bulletin board for a period of 30 days, and a copy given to the Secretary of the Union. Any objections to the Seniority List, as posted, will be reported to the Employer not later than 10 days or the list will stand approved as posted. Seniority for the department members shall not take place of rank for orders in the chain of command.

ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

A. Slate of Officers: There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.

B. Promotional Procedure: When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position, the Chief shall post the opening in the regular places for notices to the employees in the bargaining unit. Promotions will be based on a point system. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following four categories: Seniority, Performance Evaluation, Oral Assessment, and Written Test. The composite score range is 0 to 100 points. All points being equal, the senior person will receive the promotion.

1. 0-20 Points - Seniority: Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.
2. 0-40 Points - Performance Rating: the Evaluation Committee will rate each applicant on their history of Job Performance. The committee will consist of the Chief, Battalion Chief and one member appointed by the Union who is of the rank of Captain or higher. The forms to be used in the Performance rating process will be furnished by the Chief of the Department to all Committee members. After completion of the Performance Rating

process by the committee, an overall score will be obtained by totaling all of the rating scores and dividing by four. The points will then be awarded on a percentage basis. Scores will be explainable and defensible.

3. 0-20 Points - Oral Assessment: The Oral Assessment Panel will consist of the Fire Chief, Battalion Chief and a member appointed by the Union who is of the rank of Captain or higher who has an employment history in a full-time career department that includes firefighting and EMS. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. All scores will be explained in writing to validate and defend the application of the Oral Assessment. The scores will be given to the Chief.

4. 0-20 Points - Written Competitive Tests. Written competitive test will be used only twice in the promotional procedure, once when testing for the position of Lieutenant, and once when testing for a Chief Officer's position. Promotion to Captain will be from a Lieutenant. The Applicants for Lieutenant will be given a single written test compiled from information contained in the following: the IFSTA Manuals of equal content to those that had made up the applicable Red Manuals referenced in Section(C), subsection (1) of this Article, Department SOPs, Department Working Rules and Regulations, Company Officer Manual, and Incident Command System book. The Applicants for Chief Officer will be given two separate written examinations, each with a maximum possible point value of twenty points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.

C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:

1. Required Training Manuals: Completed in order as determined by the Fire Training Officer for promotion are Building Construction for Fire Service, Principals of Vehicle Extrication, Aircraft Firefighting and Rescue, Fire Ground Search and Rescue, Rapid Intervention Teams, Fire Service Hydraulics and Water Supply, Structural Response Strategies and Tactics, Structural Response Truck Company Operations, Fire Inspection and Code Enforcement, and Fire Service Company Officer, or as the manuals listed above may be reconstituted as needed. Certified as FFI, FFII, and Driver-Operator levels.

2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department and be currently certified at FFI, FFII, and Driver-Operator levels, complete the following IFSTA Manuals: Fire Detection and Suppression Systems, Understanding the 16 Fire Life Safety Initiatives, and Fire Service Personal Management within one year of appointment.

3. Captain: Be currently certified as a FFI, FFII, and Driver-Operator completed the following IFSTA Manuals, Command and Control 1 and 2, and Fire Officer 1 and 2.
4. Battalion Chief: Two years previous Captain's rank, currently certified at the Miles City Fire Officer 1 level, and must complete the IFSTA Chief Officer Manual or equivalent as determined by the FTO and Chief of the Department, within 12 months of acceptance.
5. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Miles City Fire Officer I and Miles City Fire Instructor I levels. Obtain Live Fire Instructor and Modern Fire Attack Instructor within two years of appointment.
6. EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
7. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Fire Investigation Essentials or Fire Inspection Principals 1 within one year of appointment.

D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.

E. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.

F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If both eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

G. Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
3. Administer or cause to have administered the written tests to all qualified Applicants.
4. Procure all performance ratings, including their own, as well as all of the Applicant's Senior Officer's ratings.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.
7. Review the ratings and scores with any requesting Applicant with regard to the job opening so they may examine their comparative rating, or see how they could improve in the future.

The Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

ARTICLE 7 - DISQUALIFICATION

All appointments and promotions will be made from the ranks, whenever possible, providing the member appointed or promoted is qualified for the position. If the applicant is disqualified by two of the three following: Chief, Human Resources Officer, Battalion Chief, the reasons for such disqualification will be presented in writing to the Secretary of the Union. The decision on any appointment or promotion may constitute a grievance and will be processed in accordance with the provisions of Article 17.

ARTICLE 8 - PERSONNEL REDUCTION

In the case that the Employer decides to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employee will be hired until all laid off employees have been given the opportunity to return to work. Employees will be called back to work based by seniority.

ARTICLE 9 - SALARIES

The Fire Department Wage Addendum will be the schedule of wages, payable twice monthly, to the members of the Fire Department and is attached hereto and made a part of this Agreement. The Wage Addendum will be determined through the collective bargaining process between the Employer and the Union.

ARTICLE 10 - HOURS OF DUTY

A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40 hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.

B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28-day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the con- tract, a 24-hour shift will be deemed to be three working days.

1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

In the event that a need for overtime should occur in the Fire Department because of vacations, sickness or other unforeseen conditions, overtime pay will be compensated as detailed in the Wage Addendum. Overtime work should be distributed among all employees within the same job classification as equally as possible. When the Battalion Chief is off duty, the Battalion Chief will be included in the overtime rotation.

ARTICLE 12 -VACATIONS

A. Rate earned: Each full time employee of the Fire Department is entitled to and will earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) will equal one year. Proportionate vacation leave credits will be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, will earn vacation credits. However, such persons must be employed six qualifying months before they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:

1. From one full pay period through 5 years of employment at a rate of 15 working days each year;
2. For each year of service after 5 years through 10 years of employment at the rate of 18 working days each year;
3. For each year of service after 10 years through 15 years of employment at the rate of 21 working days each year;
4. For each year of service after 20 years through 25 years of employment at the rate of 24 working days each year;
5. For each year of service after 25 years of employment at the rate of 27 working days each year.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.

C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of day earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by October 1, and after October 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.

   1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.

D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

ARTICLE 13 - INJURY

The Employer will maintain Workers' Compensation Insurance coverage under a plan of insurance approved by the Division of Workers' Compensation of the State of Montana for employees who are injured or disabled during their employment. It is the responsibility of the employee to report such injury or disability that has taken place, and also their responsibility to file an accident report with the Employer.

ARTICLE 14 - SICK LEAVE

Sick leave, as used in this Agreement, will be defined as absence from work without loss of pay, because of illness or injury.

A. Rate earned: Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12 working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.

B. Accrual: An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.

C. Prorated Credits: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.

D. Full-Time Temporary and Seasonal: Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.

E. Lump Sum Payments: An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.

F. Re-employment: An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.

G. Administration and Rules: The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.

H. Abuse of Sick Leave: Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

I. Funeral Leave: Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step- relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employees sick leave account at the discretion of the Chief of the Department.

ARTICLE 15 - EDUCATIONAL LEAVE

Educational leave of absence may be granted if properly approved by the Employer, provided that the education to be pursued is in the field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer at the completion of said educational leave.

ARTICLE 16 - INSURANCE

The following provisions apply regarding group health insurance:

1. Coverage: Pursuant to the laws of the State of Montana, the Employer will provide the same insurance to the employees covered hereunder as to other city employees. (MCA 7- 33-4130)
2. Premium: Contribution: The Employer will contribute toward the monthly health insurance premium for all members and for the categories of dependent coverage as set forth in Addendum "B".
3. Additional Contribution: Provide for collective bargaining or other agreement processes to negotiate additional premium payments beyond the amount guaranteed by subsection (1). Such agreements will be stipulated in Addendum "B".
4. Changes: The Employer reserves the right to effect such changes as in its judgment which are necessary or desirable; however, the effectuation of such changes, if any, will not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement. Furthermore, the Employer must maintain the same level of insured benefits, and deductible cost to the employee, as existed on the execution date of this Agreement, unless changed through the collective bargaining process.

ARTICLE 17 – DEFERRED COMPENSATION

The City will contribute 2% of a confirmed fire fighter's wage per month for each employee into a deferred compensation 457(b) plan. If an employee leaves employment with the City, then the 457(b) contribution will be discontinued with the employee's final date of employment. Contributions will be made by the City on each employee's behalf into their Nationwide account. If the employee does not have a Nationwide 457(b) plan, the city will not contribute to a 457(b) plan.

ARTICLE 18 - GRIEVANCE PROCEDURE

A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.

B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.

C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.

D. Procedure: Grievances shall be processed in accordance with the following procedures:

Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:

1. Name of Grievant;
2. Date(s), Time(s),
3. Occurrence(s);
4. Nature of the Grievance;
5. Terms of Agreement that are applicable to Grievant;
6. Adjustment sought;
7. Name of Union Representative

Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.

Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, not later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.

Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.

Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the grievance will be submitted to the City Council for the sole purpose of considering the said grievance.

Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.

1. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
2. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.
3. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.
4. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

ARTICLE 19 - DISCIPLINARY PROCEDURES

A. Good Cause: Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

B. Representation: Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.

C. Investigation: When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.

D. Personnel File: The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the

Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

E. Reprimands: The written reprimands will be removed from an employee's personnel file after 180 days from the date said action was finalized provided that no further written reprimands have been issued within the 180 day time period. If another written reprimand has been issued within this time period, then both reprimands will remain in the personnel file for an additional 180 days from the date of the latest written reprimand. In any event, the 180 days may be extended to 365 days, depending upon the seriousness of the circumstances. If another written reprimand has been issued within the 365-day time period, then both written reprimands will remain in the personnel file for up to a maximum of five years before the reprimands will be removed from an employee's personnel file.

F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their highest level of Emergency Care Provider licensure obtained and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

ARTICLE 20 -WORKING RULES

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 17.

ARTICLE 21 - ABSENTEEISM

Employees not expecting to work because of an emergency or other justifiable cause, must notify their respective superior officer 30 minutes, or earlier if possible, before scheduled work time. This provision will not be interpreted as condoning repeated absences from work on the part of an employee.

ARTICLE 22 - LABOR REQUIREMENTS

In justice and fairness to the Employer and the taxpayer, all employees will be required to report to work on time, and will not leave the job early without qualified replacement, and will be prompt in reporting to their assigned duties, and will faithfully perform their duties.

ARTICLE 23 - PAID HOLIDAYS

A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Columbus Day,
8. General Election Day (in the respective year),
9. Veteran's Day,
10. Thanksgiving Day,
11. Christmas Day.

B. Observance of Holidays Falling on an Employee's Day Off: Any employee of the State of Montana or any county or city thereof, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employees regularly scheduled day off. Also refer to Attorney General's Opinion given July 6, 1977. Those firefighters on their day off on any holiday earn eight hours of time off in lieu of taking the holiday off. There are eight combat shift fire fighters off on each of the ten holidays agreed to herein. This is eighty, eight-hour days, and it is agreed to divide this time evenly amongst the fourteen people working combat shifts. This is to be added to each fire fighter's vacation account as four additional hours per month.

ARTICLE 24 - COMPANY STRENGTH

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the

unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

ARTICLE 25 - PROTECTIVE CLOTHING & EQUIPMENT

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

ARTICLE 26 - HEALTH PROTECTION

A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.

B. Biennial Physical Examinations: A mandatory biennial comprehensive physical examination shall be performed at no cost to the employee in accordance with S.O.P.

C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

ARTICLE 27 - UNION ACTIVITY PROTECTED

Except for the right to strike or to participate in any concerted action to withhold services such as work slow-downs, walk-outs, sick-outs, or blue-flu, which are hereby prohibited; and aside from statements intended to diminish the City's ability to efficiently provide public service, all other Union activities are protected and nothing will abridge the right to any duly authorized representative of the Union to present to the citizens issues which effect the welfare of the citizenry.

ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

ARTICLE 29 - SAVING CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequent legislation, the remaining part portions of this Agreement shall remain in full force and effect.

ARTICLE 30 - TERM

This Agreement will be for a period of one year and will become effective as of the 1st day of July 2019, and will continue in full force and effect through the 30th day of June 2020. However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Miles City, Montana, this 26 day of November, 2019.

EMPLOYER:

Mayor

City Clerk

UNION:

President

Secretary

ADDENDUM A - WAGES

1. July 1, 2019 through June 30, 2020

POSITION	Base Wage	
PROBATIONARY FIREFIGHTER	$ 3,081.26	
CONFIRMED FIREFIGHTER	$ 3,237.78	
RANKS		**% of the Base**
FF1	$ 152.18	4.70%
FF2	$ 203.98	6.30%
Driver Operator	$ 524.52	16.20%
Lieutenant	$ 592.51	18.30%
Captain	$ 709.07	21.90%
Battalion Chief	$ 1,295.11	40.00%
Incentive/Stipend Pay		**% of the Base**
EMT	$ 90.66	2.80%
EMT w/All MT State Endorsements	$ 161.89	5.00%
AEMT	$ 239.60	7.40%
Paramedic	$ 291.40	9.00%
Critical Care Paramedic	$ 388.53	12.00%
EMS Training Officer	$ 301.11	9.30%
Fire Training Officer	$ 301.11	9.30%
Inspector	$ 301.11	9.30%
Deputy Inspector	$ 152.18	4.70%
Instructor	$ 22.66	0.70%
Probationary FF - Out of Town Transfers		**% of the Base**
EMT	$ 92.44	3%
EMT w/Endorsements & AEMT	$ 123.25	4%
Paramedic	$ 154.06	5%
Critical Care Paramedic	$ 184.88	6%
Confirmed FF Out of Town Transfers		**% of the Base**
EMT	$ 97.13	3%
EMT w/Endorsements & AEMT	$ 129.51	4%
Paramedic	$ 161.89	5%
Critical Care Paramedic	$ 194.27	6%

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100 mile radius of the Miles City will be guaranteed a minimum of eight hours pay.
3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
4. Standby Pay
    a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
    b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
    c. Extra vacation days and sick leave shifts shall be worked at straight time up to the maximum 212 hours under the 7K exemption of the Federal Fair Labor Standards Act.
    d. The Fire Inspector/Deputy Fire Inspector shall be compensated at their regular hourly rate for those hours worked outside their regular scheduled shift for the purpose of performing inspections. These hours shall be kept to a minimum.
    e. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40 hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
6. Clothing Allotment: The clothing allotment for members shall be $45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31.

ADDENDUM B – HEALTH INSURANCE

1. For contract year 2019 –2020, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

Category - Medical Benefits	Employee Cost	Employer Cost	Premium
Single	$ -	$ 748.00	$ 748.00
Employee & Spouse	$ 748.00	$ 748.00	$1,496.00
Employee & Children	$ 561.00	$ 748.00	$1,309.00
Employee & Family	$ 1,309.00	$ 748.00	$2,057.00
Category - Dental Benefits	**Employee Cost**	**Employer Cost**	**Premium**
Single	$ -	$ 34.00	$ 34.00
Employee & Spouse	$ 34.00	$ 34.00	$ 68.00
Employee & Children	$ 32.00	$ 34.00	$ 66.00
Employee & Family	$ 70.00	$ 34.00	$ 104.00
Category - Vision Benefits	**Employee Cost**	**Employer Cost**	**Premium**
Single	$ -	$ 8.15	$ 8.15
Employee & Spouse	$ 4.85	$ 8.15	$ 13.00
Employee & Children	$ 5.10	$ 8.15	$ 13.25
Employee & Family	$ 13.20	$ 8.15	$ 21.35

2. Health insurance premiums are subject to review annually and may be changed annually based on current market trends.