

RESOLUTION NO. 4520

A RESOLUTION APPROVING AN AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL 600 FIRE FIGHTERS UNION.

WHEREAS, the City of Miles City ("City") and the Miles City Fire Fighters Local No. 600 of the International Association of Fire Fighters ("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 29TH DAY OF AUGUST, 2023.


John Hollowell, Mayor

ATTEST:


Mary Rowe, City Clerk

COLLECTIVE BARGAINING AGREEMENT

Between

MILES CITY FIRE FIGHTERS LOCAL NO. 600
International Association of Fire Fighters

And

The CITY OF MILES CITY

July 1, 2023 through June 30, 2026



TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION

ARTICLE 2 - UNION MEMBERSHIP

ARTICLE 3 - CHECK OFF

ARTICLE 4 - PROBATION PERIOD

ARTICLE 5 - SENIORITY LIST

ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

A. Slate of Officers

B. Promotional Procedure

C. Eligibility for Promotion

D. Assignment Restriction

E. Vacancy Time Limit

F. Exceptions to the Time Limit

G. Responsibility for Promotions

ARTICLE 7 - DISQUALIFICATION

ARTICLE 8 - PERSONNEL REDUCTION

ARTICLE 9 - SALARIES

ARTICLE 10 - HOURS OF DUTY

A. Civilian Employees

B. Shift Personnel

C. Battalion Chief of Operations

ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

ARTICLE 12 - VACATIONS

A. Rate earned

B. Unlawful Termination

C. Accumulation and Selection

D. Cash Out

ARTICLE 13 - INJURY

ARTICLE 14 - SICK LEAVE

A. Rate earned

B. Accrual

C. Prorated Credits

D. Full-Time Temporary and Seasonal

E. Lump Sum Payments

F. Re-employment

G. Administration and Rules

I. Funeral Leave

ARTICLE 15 - EDUCATIONAL LEAVE

ARTICLE 16 - DEFERRED COMPENSATION

ARTICLE 17 - INSURANCE

A. Coverage

B. Premium Contribution

C. Additional Contribution

D. Changes

ARTICLE 18 - GRIEVANCE PROCEDURE

A. Grievance

ARTICLE 19 - DISCIPLINARY PROCEDURES

A. Good Cause

B. Representation

C. Investigation

D. Personnel File

E. Reprimands

F. Loss of Certification

ARTICLE 20 - WORKING RULES

ARTICLE 21 - ABSENTEEISM

ARTICLE 22 - LABOR REQUIREMENTS

ARTICLE 23 - PAID HOLIDAYS

A. Legal Holidays

B. Observance of Holidays Falling on an Employee's Day Off

ARTICLE 24 - COMPANY STRENGTH

ARTICLE 25 - PROTECTIVE CLOTHING & EQUIPMENT

ARTICLE 26 - HEALTH PROTECTION

A. Hepatitis B

B. Annual Physical Examinations

C. Use of Tobacco

ARTICLE 27 - UNION ACTIVITY PROTECTED

ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE

ARTICLE 29 - SAVING CLAUSE

ARTICLE 30 - TERM

ADDENDUM A - WAGES

1. July 1, 2023 through June 30, 2024

2. July 1, 2024 through June 30, 2025

3. July 1, 2025 through June 30, 2026

4. Out of Town Transfers

5. Longevity Bonuses

6. Standby Pay

7. Overtime

8. Clothing Allotment

ADDENDUM B – HEALTH INSURANCE

ADDENDUM C – PROMOTIONAL PROCEDURE

1. Battalion Chief

2. Captain

3. Engineer

4. Review of Performance

5. Probationary Period

6. Documentation

7. Sunset of the Lieutenant Position

ADDENDUM D – EVENT OVERTIME ROTATION

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 refer to Addendum C.
- C. **Eligibility for Promotion:** To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:
 - a. **Required Training Manuals:** Completed in order as determined by the Fire Training Officer for the following ranks.
 - i. Firefighter 1 – IFSTA Building Construction, IFSTA Vehicle Extrication, and IFSTA Search and Rescue.

- ii. Firefighter 2 – IFSTA Hydraulics and Water Supply and IFSTA Rapid Intervention Teams.
 - iii. Engineer – IFSTA Truck Company Operations and IFSTA Fire Detection and Suppression Systems.
 - iv. Captain – IFSTA Company Officer, IFSTA Code Enforcement, IFSTA Fire Officer 1.
 - v. Battalion Chief – IFSTA Fire Officer 2. Must complete IFSTA Chief Officer or equivalent as determined by the FTO and Chief of Department within 12 months of acceptance.
 - vi. Manuals listed above may be reconstituted as needed.
- b. 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.
- c. EMS Officer/Deputy 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.
- d. 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 Principles 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 and addendum 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 all 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:
- a. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
 - b. Follow the Testing Timeline:
 - i. Post no later than 90 calendar days the dates of the written tests and Assessment Panels/Interviews.
 - ii. Written tests will be administered no earlier than 14 calendar days from the posting of promotional assessment.
 - iii. Post no later than 60 calendar days prior to the Assessment Panel/Interviews the comprehensive list of additional education and training.

- iv. Review items to be considered for addition to the comprehensive list of additional education and training, which must be submitted by candidates to the chief no later than 45 days prior to the Assessment Panel/Interviews.
- v. Post no later than 30 days prior to the Assessment Panel/Interviews the final comprehensive list for additional education and training.
- vi. 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.)
- vii. Administer or cause to have administered the written tests to all qualified Applicants.
- viii. Administer or cause to have administered the written tests to all qualified Applicants.
- ix. Calculate points earned by seniority.
- x. Compile and summarize the composite scores of all Applicants.

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 on 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 work week 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 contract, a 24-hour shift will be deemed to be three working days.
- C. 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".
 - a. If the Battalion Chief works a day time shift (0700-1900) for a scheduled or unscheduled vacancy during his/her normal hours, Monday-Thursday (0600-1600), those hours will go towards their 42-hour work week.
 - b. If the Battalion Chief works a scheduled or unscheduled vacancy outside his/her normal Monday-Thursday schedule, it will be determined as overtime for the Battalion Chief.

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:

- a. From one full pay period through 5 years of employment at a rate of 15 working days each year;
- b. For each year of service after 5 years through 10 years of employment at the rate of 18 working days each year;
- c. For each year of service after 10 years through 15 years of employment at the rate of 21 working days each year;
- d. For each year of service after 20 years through 25 years of employment at the rate of 24 working days each year.
- e. For each year of service after 25 years of service of employment at the rate of 27 working days each year.
- f. 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 days 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 September 1, and after September 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Individual must write the date and time beside their name and notify the next in line. 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.
 - a. 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.
 - b. Requests for use of extra vacation will be submitted to the Battalion Chief and will be granted on a first come first serve basis, the request cannot be less than 2 weeks or greater than 6 months in advance, unless there are extenuating circumstances which require approval by the Chief. The department reserves the right to deny requests based on department needs. Such denials will be submitted to the individual requesting the extra vacation explaining the reason why.
- 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 employee's 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 – DEFERRED COMPENSATION

The City will contribute 2% of the base rate per month for each employee into the employees established deferred compensation (457) plan. If an employee leaves employment with the City, then the 457 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 the City sponsored deferred comp plan account. If the employee chooses not to have a deferred compensation plan, the city has the right to not contribute to a plan on behalf of the employee.

ARTICLE 17 - INSURANCE

The following provisions apply regarding group health insurance:

- A. 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)
- B. 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 "8".
- C. 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".
- D. 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 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.
 - a. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
 - b. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- B. Procedure: Grievances shall be processed in accordance with the following procedures:
 - a. 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:
 - i. Name of Grievant;
 - ii. Date(s), Time(s),
 - iii. Occurrence(s);
 - iv. Nature of the Grievance;

- v. Terms of Agreement that are applicable to Grievant;
 - vi. Adjustment sought;
 - vii. Name of Union Representative
- b. 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.
- c. 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, no 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.
- d. 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.
- e. 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.
- f. 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.
- i. 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.
 - ii. 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.

- iii. 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.
- iv. 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: Documented verbal warnings will be placed in an employee's file, with removal after 90 days, if another documented verbal warning is issued, within that 90 days, then both warnings will stay in the file for 180 days. Letters of reprimand shall be automatically removed from employee files after two years from the date of infraction, if the employee has no other documented related discipline within that time period. Lower level counseling records shall be removed after one year, if the employee has no other documented related discipline within that time period. Regardless of whether the disciplinary record has been physically removed, no disciplinary record may be used against an employee after two years, if there has been no other related issue in that time.

- 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:
- a. New Year's Day
 - b. Martin Luther King Jr. Day
 - c. President's Day
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day

- g. Columbus Day
- h. General Election Day (in the respective year)
- i. Veteran's Day
- j. Thanksgiving Day
- k. 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 the 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 seven combat shift fire fighters off on each of the ten holidays agreed to herein. This is seventy, eight-hour days, and it is agreed to divide this time evenly amongst the thirteen 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 a 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. Annual Physical Examinations: A mandatory yearly comprehensive physical examination shall be performed at no cost to the employee using the current NFPA 1582 as a guideline. Components of the physical will be mutually agreed upon between the Chief and the Local 600. The Fire Chief will post a reasonable timeframe for this to be completed by, unless there are extenuating circumstances which require approval from the Chief.
- 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 affect 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 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 **2023** and will continue in full force and effect through the 30th day of June **2026**. 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 29th day of August, **2023**.

EMPLOYER:

 Mayor

 City Clerk

UNION:

 President

 Secretary

ADDENDUM A - WAGES

1. July 1, 2023 through June 30, 2024

POSITION	Base Wage	
FIREFIGHTER Base Wage	\$3,574.59	
RANKS		% of the Base
FF1	\$168.01	4.7%
FF2	\$368.18	10.3%
Engineer	\$579.08	16.2%
Lieutenant	\$725.64	20.3%
Captain	\$854.33	23.9%
Battalion Chief	\$1,429.84	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$178.73	5.0%
AEMT	\$264.52	7.4%
Paramedic	\$536.19	15.0%
Critical Care Paramedic	\$643.43	18.0%
EMS Officer	\$332.44	9.3%
Deputy EMS Officer	\$168.01	4.7%
Fire Training Officer	\$332.44	9.3%
Inspector	\$332.44	9.3%
Deputy Inspector	\$168.01	4.7%
Instructor	\$25.02	0.7%
Differential FF2 to Engineer	\$107.24	13.3%
Differential Engineer to Lieutenant	\$75.07	18.3%
Differential Lieutenant to Captain	\$64.34	22.1%
Differential Engineer to Captain	\$139.41	20.1%
Differential Chief	\$289.54	32.0%
Out of Town Transfers Stipend		% of the Base
EMT	\$107.24	3%
EMT w/Endorsements & AEMT	\$142.98	4%
Paramedic	\$178.73	5%
Critical Care Paramedic	\$214.48	6%

2. July 1, 2024 through June 30, 2025

POSITION	Base Wage	
CONFIRMED FIREFIGHTER	\$3,753.32	
RANKS		% of the Base
FF1	\$176.41	4.7%
FF2	\$386.59	10.3%
Engineer	\$608.04	16.2%
Lieutenant	\$761.92	20.3%
Captain	\$897.04	23.9%
Battalion Chief	\$1,501.33	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$187.67	5.0%
AEMT	\$277.75	7.4%
Paramedic	\$563.00	15.0%
Critical Care Paramedic	\$675.60	18.0%
EMS Officer	\$349.06	9.3%
Deputy EMS Officer	\$176.41	4.7%
Fire Training Officer	\$349.06	9.3%
Inspector	\$349.06	9.3%
Mechanic	\$349.06	9.3%
Instructor	\$26.27	0.7%
Differential FF2 to Engineer	\$112.60	13.3%
Differential Engineer to Lieutenant	\$78.82	18.3%
Differential Lieutenant to Captain	\$67.56	22.1%
Differential Engineer to Captain	\$146.38	20.1%
Differential Chief	\$304.02	32.0%
Confirmed FF Out of Town Transfers		% of the Base
EMT	\$112.60	3%
EMT w/Endorsements & AEMT	\$150.13	4%
Paramedic	\$187.67	5%
Critical Care Paramedic	\$225.20	6%

3. July 1, **2025** through June 30, **2026**

POSITION	Base Wage	
CONFIRMED FIREFIGHTER	\$3,940.99	
RANKS		% of the Base
FF1	\$185.23	4.7%
FF2	\$405.92	10.3%
Engineer	\$638.44	16.2%
Lieutenant	\$800.02	20.3%
Captain	\$941.90	23.9%
Battalion Chief	\$1,576.40	40.0%
Incentive/Stipend Pay		% of the Base
EMT w/All MT State Endorsements	\$197.05	5.0%
AEMT	\$291.63	7.4%
Paramedic	\$591.15	15.0%
Critical Care Paramedic	\$709.38	18.0%
EMS Officer	\$366.51	9.3%
Deputy EMS Officer	\$185.23	4.7%
Fire Training Officer	\$366.51	9.3%
Inspector	\$366.51	9.3%
Mechanic	\$366.51	9.3%
Instructor	\$27.59	0.7%
Differential FF2 to Engineer	\$118.23	13.3%
Differential Engineer to Lieutenant	\$82.76	18.3%
Differential Lieutenant to Captain	\$70.94	22.1%
Differential Engineer to Captain	\$153.70	20.1%
Differential Chief	\$319.22	32.0%
Confirmed FF Out of Town Transfers		% of the Base
EMT	\$118.23	3%
EMT w/Endorsements & AEMT	\$157.64	4%
Paramedic	\$197.05	5%
Critical Care Paramedic	\$236.46	6%

4. 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 Miles City will be paid the stipend and a guaranteed minimum of eight hours pay.
5. 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.
6. 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. Events will be paid at 1½ times the regular hourly rate.
 - f. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
7. 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.
 - a. Scheduled overtime: Overtime with one calendar week notice to the employee of a shift(s) needing to be filled to keep the 3 firefighter minimum clause intact.
 - b. Mandatory Overtime: Overtime utilized if less than one week's notice and unable to fill by voluntary rotation, OT may be assigned on short notice, to maintain 3 firefighter minimum clause.

ADDENDUM B – HEALTH INSURANCE

1. For contract year 2023– 2024, 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	\$ -	\$ 782.00	\$ 782.00	
Employee & Spouse	\$ 782.00	\$ 782.00	\$ 1,564.00	
Employee & Children	\$ 587.00	\$ 782.00	\$ 1,369.00	
Employee & Family	\$ 1,369.00	\$ 782.00	\$ 2,151.00	
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.

- c. Voluntary overtime: Overtime that is posted and employees are able to sign up as desired including but not limited to: event standbys, out of town transfers, standbys.
 - d. Mandatory callback: Shall fall under MCA Code with regards to emergency call back (or emergency related) MCA 2019 7-33-2001 (5).
8. 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. An initial \$300 will be provided to the new employee's account.

ADDENDUM B – HEALTH INSURANCE

1. For contract year 2023 – 2024, 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.

INSERT NEW HEALTH INSURANCE PREMIUM CONTRIBUTIONS HERE FROM HR

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

ADDENDUM C – PROMOTIONAL PROCEDURE

The policy set forth in this document outlines the promotional policy of Miles City Fire Rescue for the positions of Battalion Chief, Captain, and Engineer. It is designed to recognize accountability and fairness in the workplace. It is a policy that will encourage promotion of well-trained personnel who have the knowledge, skills, and abilities to provide safe and effective management & leadership in an environment of mutual trust and respect.

All promotions administered under this policy shall be on the basis of education, experience, qualifications, skill, abilities, knowledge, initiative, training, and performance required for the

position. The Fire Chief will post a copy of the promotional policy, and dates for the written test and Assessment Panel/Interviews no later than 90 days prior to the assessment.

A Labor Management Assessment Panel consisting of the Fire Chief or designee, Battalion Chief or designee, a representative from outside the department (whom is an emergency services supervisor) appointed by the Union President, the Human Resources Director or designee, the Union President or designee, and a confirmed Captain (who is a full time member of a fire department if an internal Captain is unavailable) appointed by the Union will prepare, develop, and administer the assessment and testing components for the promotional process of Battalion Chief, Captain, and Engineer.

1. Battalion Chief

A. Eligibility Requirements at time of promotion posting:

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 2 years of fire service experience at the rank of Captain with Miles City Fire Rescue.
- Completed and signed MCFR Acting Battalion Chief task book and required red manuals.
- Completed a minimum of four (4) "ride-alongs" with the Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A "ride-along" will be one (1) day shift.

B. Assessment and Testing

Components of the Battalion Chief assessment will total to 100 points and include:

- Written Exercise (30%) - Applicants for Battalion Chief will be given two separate written examinations, each with a maximum possible point value of 15 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.
- Experience (20%) - Candidates will receive 10 points. An additional 2 points for each full year they have served as a Captain, up to a maximum of 10 additional points.
- Education / Training (15%) - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, or special projects and assignments may also be considered. A comprehensive list of additional

education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.

- Assessment/Scenarios (25%) - Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 25 points total for their performance on the scenarios. 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. A minimum score of 70% is required to continue with the promotion process.
- Oral Interview (10%) - Interview questions will be developed by the Labor Management Assessment Panel. 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 totaling to 10 points. The questions will be submitted to the Human Resources Department for review and approval.

Scores will be totaled and candidates placed on a promotional list for Battalion Chief based on their scores. In the event two or more candidates have equal scores, they will be listed by seniority. When a vacancy occurs, the highest ranking candidate on the current promotional list will be recommended to the Mayor for promotion.

Once a candidate is placed on an active promotional list for Battalion Chief. That candidate will be given preference over a Captain who is not on an active promotional list for Battalion Chief to fill an Acting Battalion Chief role. Acting Battalion Chief roles will be based on promotional ranking.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. - May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 of the testing year, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which

would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

2. Captain

A. Eligibility Requirements at time of promotion posting:

- The candidate must have received satisfactory performance evaluations for the previous two years.
- The candidate must have at least 5 years of experience with Miles City Fire Rescue.
- The candidate must have a completed and signed Acting Captain task book and required red manuals.
- The candidate must have documentation of completing an MCFR sponsored leadership training course.

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15 %) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, department SOGs/Working Rules and Regulations, and city policy. A minimum score of 70% is required to continue with the promotion process.
- Experience with the Miles City Fire Rescue as an Acting Captain (based on time in position) (10%):
 - The most experienced candidate will receive: 10 points
 - The second most experienced candidate will receive: 7.5 points
 - The third most experienced candidate will receive: 5 points
 - The fourth most experienced candidate will receive: 2.5 points
- Education/Training (15%) - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, leadership classes, or special projects/assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids). 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. Candidates will receive information necessary to complete an NFIRS report worth 10 points. A minimum score of 70% is required to continue with the promotion process.

- Oral Interview (15%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
- Seniority (20%) - Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

Scores will be totaled and up to four candidates with the highest scores will be placed on the promotional list for Captain. When a vacancy occurs, the highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. - May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 following the testing, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

3. Engineer

A. Eligibility Requirements at time of promotion posting:

- The candidate must have received satisfactory performance evaluations for the previous two years.

- The candidate must have at least 3 years of experience with Miles City Fire Rescue.
- The candidate must have a completed and signed Engineer Task book and required red manuals.

B. Assessment and Testing

Components will total to 100 points and include:

- Written Test (15%) - The written test will have a total value of 15 points. Test questions are developed from required IFSTA Red Manuals, and department SOGs/Working Rules and Regulations (as pertaining to this position). A minimum score of 70% is required to continue in the promotional process.
- Experience with the Miles City Fire Rescue as an Acting Engineer (based on time in position) (10%) -
 - The most-experienced candidate will receive: 10 points
 - The second most-experienced candidate will receive: 7.5 points
 - The third most-experienced candidate will receive: 5 points
 - The fourth most-experienced candidate will receive: 2.5 points
- Education/ Training (15%) - Up to 15 points may be awarded to a candidate for education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, ODP/leadership classes, or special projects/assignments may be considered. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. A comprehensive list of additional education/training will be posted no later than 60 calendar days prior to the test administration. Candidates may submit items to be considered for addition to the list and must do so no later than 45 calendar days prior to the test administration.
- Assessment Scenarios (25%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids) appropriate to the engineer position. 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. Each candidate will be assessed on two mentorship based scenarios worth 5

points apiece (The goal of this is a teaching role of a junior department member tasks and department knowledge, i.e. tool maintenance). A minimum score of 70% is required to continue with the promotion process.

- Oral Interview (15%) - Interview questions will be developed by the Labor Management Assessment Panel. Points will be awarded on the appropriateness of answers. Each person will be asked the same questions. Each question will have the same weighted value totaling to 15 points. The questions will be submitted to the Human Resources Department for review and approval.
- Seniority (20%) - Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

Scores will be totaled and up to the four candidates with the highest scores will be placed on the promotional list for Engineer. When a vacancy occurs, the highest ranking candidate on the current promotion list will be recommended to the Mayor for promotion.

The promotional testing will be conducted within the first five months of every even numbered calendar year, e.g. Jan. - May 2010. The promotional list will be used to fill vacancies for a period of two years, commencing on June 1 following the testing, e.g. June 1, 2010, and expiring on May 31 of the next testing year, e.g. May 31, 2012.

If the promotional list is exhausted during the two year period, a new test will be administered and a temporary promotional list established. This temporary promotional list will be valid until the next regularly scheduled test is completed and a corresponding promotional list established the following June 1. In the event a temporary promotional list needs to be established which would be in effect for less than 12 months (e.g. is established after June 1 of any odd-numbered calendar year), that temporary list will carry forward as the promotional list for the next two-year period.

4. Review of Performance For All Promotional Processes

- Candidates may request a review of any aspect of the promotion process by submitting a letter to the Fire Chief within 14 (fourteen) calendar days' post assessment. The purpose of the review is designed for self-improvement. All reviews will be conducted with the Fire Chief, Battalion Chief and/or the Human Resources Director in attendance.

5. Probationary Period For All Promoted Positions

- Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.
- A 3-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and develop a work plan if necessary.
- A 6-month performance evaluation will be performed by the Battalion Chief (or by the Chief for a newly promoted Battalion Chief), and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief, Battalion Chief, and Training Officers will perform a final probationary performance evaluation just prior to the one-year anniversary date.
- The employee will also perform a self-evaluation and draft a new work plan for the next year.
- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to his or her previous position. Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.
- Upon successful completion of the one-year probationary period, the Fire Chief will recommend confirmation of promotion to the Mayor.

6. Documentation

- All performance appraisals and pertinent documents shall be kept in a secure location at the City's Human Resources Office.

7. Sunset of the Lieutenant Position

- The Lieutenant position will be dissolved after the current Lieutenant fills the next captain vacancy. At which time the position and wage associated with it, will be removed.

8. The deputy inspector position will be dissolved at the end of contract year 2023/2024. At the beginning of contract year 2024/2025, a second Inspector position will be appointed. This change will be reflected in the wage addendum.

9. At the beginning of contract year 2024/2025, a mechanic position will be appointed by the Chief to include job requirements, position description, and wage. The mechanic stipend will be 9.3% of the base, reflected in the wage addendum.
10. At the beginning of contract year 2024/2025, Article 6, subsection C, part d, delete "Deputy Inspector", "for Deputy Inspector".

ADDENDUM D – EVENT OVERTIME ROTATION

1. All overtime at scheduled events (i.e. Motorcycle races, Bucking Horse Sale events, Fair, Rodeos, etc.) will be posted as soon as they are received in the Chief office.
2. All time slots may be filled voluntarily until seven (7) days prior to the event.
3. At seven (7) days prior to the event the remaining time slots will be filled by rotation beginning with the person with the least amount of checks. This list will be kept separate from all other rotation lists in the Chief's or Battalion Chiefs office.
4. The time slots that are filled will count off of the rotation names if that name is up on the list.
5. The Battalion Chief is the only Officer excused from this rotation list. The person that is on vacation and the shift on at the time (day of event) of filling the rotation will receive a check on the list.
6. All filled slots by rotation are the responsibility of the person to cover that event (in the event of a tie, seniority will be in effect). Trading, as in shift trading, is acceptable.