

**AGREEMENT BETWEEN**  
**THE**  
**CITY OF HELENA**  
**AND THE**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL #448**

**July 1, 2014 - June 30, 2017**

PREAMBLE

This agreement is entered into by and between the City of Helena, herein below referred to as the employer, and local #448, International Association of Firefighters, hereinafter referred to as the Union.

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours and other conditions of employment.

In witness whereof, the Union has caused this agreement to be duly executed and witnessed on its behalf, the City of Helena has caused the same to be executed and attested this

22nd day of May, 2015.



*Debbie Havens*

CLERK OF COMMISSION

*Frank J. Allen*

CITY MANAGER

*Thomas J. Mori*

CITY ATTORNEY

CITY OF HELENA  
NEGOTIATING COMMITTEE

*Sean W. Logan*  
*James M. For*

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL #448  
NEGOTIATING COMMITTEE

*Chadwick Smith*  
*Paul A. Pugh*  
*Lincoln M. Butler*

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**Section: 1**  
**Section Title: Formal Recognition**

The employer recognizes the Union as the exclusive bargaining agent for all employees of the fire department, with the exception of the Fire Chief, the Assistant Chiefs and clerical staff.

**Section: 2**  
**Section Title: Union Security**

Any present or future employee who is not a member of the Union within ninety (90) days of his/her employment date shall, as a condition of employment, pay the Union a monthly service fee in an equal amount of the Union members monthly dues, as a contribution toward administration of this agreement. Employees who fail to meet this requirement shall be discharged.

**Section: 3**  
**Section Title: Management Rights**

All management rights not specifically limited by this agreement shall continue to rest exclusively with the employer, including the right to:

- 1) Direct employees;
- 2) Hire, promote, transfer, assign and retain employees;
- 3) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non productive;
- 4) Maintain the efficiency of government operations;
- 5) Determine the methods, means, job classification and personnel by which the City operations are to be conducted;
- 6) Taking whatever actions may be necessary to carry out the missions of the City in situations of emergency: and
- 7) Establish the methods and processes by which work is performed.

**Section: 4**  
**Section Title: Payroll Deduction of Dues**

The employer agrees to deduct, twice each month, dues and assessments from the pay of each employee covered by this agreement in an amount certified to be current by the secretary-treasurer of the local Union. The total amount of deductions shall be remitted monthly by the employer to the secretary-treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

**Section: 5**  
**Section Title: Nondiscrimination**

The employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in the Union. The employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, religious beliefs, national origin, sex, age, physical or mental handicap, marital status, political beliefs, genetic information, membership or non-membership in the Union.

**Section: 6**  
**Section Title: Union Business**

Employees elected to the three (3) elected Union offices are allowed take time off without pay to perform their Union functions.

Up to three (3) members of the Union negotiation team are allowed to perform their Union duties while on duty at the discretion of the Operations Chief. When an employee has to be away from the station to perform their Union duties, a 48-hour notice, excluding weekends and holidays, of the request will be given to the Chief. The Chief will provide a response within those 48 hours.

**Section: 7**  
**Section Title: Labor/Management Committee**

There shall be a labor management committee consisting of three (3) Union representatives and three (3) employer representatives. The committee shall meet on the request of either party and at the least once each quarter to discuss any matter of mutual concern.

**Section: 8**  
**Section Title: Prevailing Rights**

All rights and privileges enjoyed by the employees at the present time even though not identified in this agreement, shall remain in full force and effect unless changed within the provisions of 39-31-305, MCA.

Criteria to be used by all parties when evaluating prevailing rights (i.e. past practice): 1. That it is known by both parties as an accepted practice; 2) That it has occurred over a period of time and on more than one occasion; and 3) Readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

**Section: 9**  
**Section Title: Rules and Regulations**

The existing official rules and regulations, code of conduct, general, and special orders of the Helena Fire Department are to be kept on file for review in the department watch rooms and the office of the City Clerk. Changes in the rules of a mandatory subject will be negotiated through the normal bargaining process.

**Section: 10**  
**Section Title: Safety and Health**

The employer and the Union agree to cooperate to the fullest extent in the promotion of safety within the Helena Fire Department. Both parties agree to abide by the rules promulgated by the fire department and approved by the City Manager.

The employer agrees to provide safety equipment\* that is kept in good working order and up-to-date.

- Personal protective equipment and uniforms are addressed in Section 22.

**PERSONAL PROPERTY** - When loss or damage is incidental to performance of duty, the employer will provide just compensation of functional quality for destruction of the following personal property; watches, eyeglasses, contacts and dentures (difference between replacement and amount covered by dental insurance).

Compensation will be made provided that the incident has been reported to the employee's immediate supervisor and recorded on the form(s) provided by the Human Resource Department prior to the end of shift during which the incident occurred. The incident will also be documented in the daily log. The decision as to whether the property will be replaced will be made by a panel of three, consisting of the Human Resource Director, Union representative, and the Risk & Benefits Manager.

**EQUAL COMPENSATION** - If an employee loses time because of an injury sustained in the line of duty for which he/she qualifies for compensation, such compensation shall follow 7-33-4133, MCA. However, such period may be extended beyond one (1) year upon application and approval of the City Manager on a month to month basis. Any other factors of the law shall apply if covered.

**Section: 11**

**Section Title: Department Objectives**

The duties of the members of the Helena Fire Department shall be the prevention, suppression and investigation of fire, the operation of the fire prevention bureau, emergency medical services, hazardous materials response, rescue, the repair of fire apparatus and equipment, and training. The employer agrees that members of the Union shall not be required to perform work normally performed by members of another Union or another City department except those that would be included within the duties listed above and/or where danger to life or property exists.

**Section: 12****Section Title: Fire Department Salary Matrix**

Employees in each rank\* will be compensated on an hourly basis using the following formula to determine the respective hourly wage: multiply the current hourly wage times the current average annual hours worked (2434.93) and divide this product by the number of annual hours to be worked under this Agreement. The methodology used for determining the wage adjustment is the median of the Class I cities, Helena is not included in the comparison. The FY15 increase is half of the total amount to get to the median plus a 1% cost of living adjustment (COLA). The FY16 amounts listed are the second half of the increase based on the median.

July 1, 2014 (FY15)	2434.93 annual hours	2080 annual hours
Battalion Chief-Suppression	33.7898	39.5557
Fire Marshal Prevention		39.5557
Captain	28.3867	33.2306
Deputy Fire Marshal-Certified		33.2306
Lieutenant	25.0395	29.3122
Deputy Fire Marshal		29.3122
Firefighter II	23.3861	27.3767
Firefighter I	21.5773	25.2592
Conf. Firefighter	20.5697	24.0797
Probationary Firefighter	19.6306	22.9804

\*Fire Marshal wages will be based on the Battalion Chief comparison.

\*Deputy Fire Marshal will be based on the Lieutenant comparison, Deputy Fire Marshal-Code Certified will be based on the Captain comparison.

Effective July 1, 2015 (FY16) the above matrix will be increased by the market adjustment by rank as described below and all ranks will receive the City Commission approved COLA.

Battalion Chief-Suppression	1.2290 dollars per hour
Fire Marshal - Prevention*	1.4388 dollars per hour
Captain	.4525 dollars per hour
Deputy Fire Marshal-Certified	.5298 dollars per hour
Firefighter II	.0437 dollars per hour
Firefighter I	.3163 dollars per hour
Confirmed Firefighter	.2939 dollars per hour

Effective July 1, 2016 (FY17) the FY16 matrix will be increased by the City Commission approved COLA only.

**Section: 13****Section Title: Additional Pay**

**FIRE EQUIPMENT TECHNICIAN** - A firefighter assigned the duties of the Fire Equipment Technician shall receive 9.8% of a Confirmed Firefighters base wage per month in addition to the rank attained.

**EMERGENCY MEDICAL TECHNICIANS** - Effective July 1, 2003 (FY04) the \$75.00 per month for EMT basic was rolled into the base rate.

**HAZARDOUS MATERIALS TECHNICIAN** – Firefighters appointed by the Chief to the HAZMAT Technicians Team shall receive 1.28% of a Confirmed Firefighter base wage per month in addition to rank attained, provided that the City continues to maintain a HAZMAT Technician Team.

The minimum number of HAZMAT Technicians will be twelve (12). If the number of team members drops below twelve (12) the position(s) will be posted. If after posting the assignment, no one volunteers, the Chief may appoint someone to the team to maintain the minimum. If an employee is appointed or volunteers for the team, they must serve a minimum of three (3) years from the date of appointment before they are able to give notice to be removed from the team. A member of the HAZMAT team will be required to give at least a one (1) year notice to be removed from the team.

**HAZARDOUS MATERIALS TEAM ADMINISTRATOR** – A Hazmat Tech assigned the duties of the Hazardous Materials Team Administrator shall receive 4.92% of a Confirmed Firefighters base wage per month in addition to rank attained as well as Hazardous Materials Technician pay. This position will act as a liaison between the Fire Department, MT DES, and other regional Hazmat Teams.

Additional duties will include managing HAZMAT budget, overseeing team training, maintenance and purchasing of equipment, and team certification.

If supplemental HAZMAT funding is discontinued, all HAZMAT Technicians and HAZMAT Administrator will operate at the HAZMAT Operations Level and forego the HAZMAT Technician pay.

**ADVANCED EMERGENCY MEDICAL TECHNICIAN** - Firefighters who are licensed Advanced Emergency Medical Technicians – With Medication Endorsement, shall receive 1.6% of a Confirmed Firefighters base wage per month in addition to rank attained, as long as they

remain licensed. Firefighters who are licensed Advanced Emergency Medical Technicians-with I-99 Endorsement, shall receive 4% of a Confirmed Firefighter base wage per month in addition to rank attained, as long as they remain licensed. Firefighters who are licensed Paramedics shall receive 4.6% of a Confirmed Firefighter base wage per month in addition to rank attained, as long as they remain licensed. The City will pay for the initial class costs, including all fees for state licensure. At the employee's discretion, the City will pay for NREMT recertification costs through March 31, 2015. For re-certification, the City will provide the opportunity to attend an in-house EMT refresher, CPR refresher class and continuing education as required by the State of Montana, Board of Medical Examiners.

**EMERGENCY MEDICAL SERVICES ADMINISTRATOR-** An EMT assigned the duties of the Emergency Medical Services Administrator shall receive 4.92% of a Confirmed Firefighter base wage per month in addition to rank attained as well as applicable EMS pay. This position will act as a liaison between the Fire Department, Hospital, and the EMS Bureau.

Additional duties will include being responsible for developing and administrating pulmonary function testing, CPR training, medical training and re-certification, EMT record keeping and be the alternate infectious control officer.

**FIRE CODE CERTIFICATION** – Effective July 1, 2008 (FY09), fire code certified Deputy Fire Marshals who leave the prevention bureau, maintain certification, and are available to conduct inspections, shall receive \$50.00 per month in addition to rank attained.

**CONFINED SPACE RESCUE** – A firefighter appointed by the Chief to the Confined Space Rescue Team shall receive .65% of a Confirmed Firefighter base wage per month in addition to rank attained, provided that the City continues to maintain a Confined Space Rescue Team.

<p><b>Section: 14</b> <b>Section Title: Shift Exchange</b></p>
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Employees shall have the right to exchange shifts, with approval of the officer-in-charge of the affected shifts, when the change does not interfere with the operation of the fire department.

**Section: 15a**  
**Section Title: Vacation Leave**

**1. ELIGIBLE EMPLOYEES**

- A. PERMANENT FULL-TIME
- B. PERMANENT PART-TIME (HOURS EARNED PRO-RATED)
- C. TEMPORARY FULL-TIME
- D. TEMPORARY PART-TIME (HOURS EARNED PRO-RATED)

Hours of work for above employees must be pre-scheduled to be eligible to earn vacation leave credits.

**2. CALCULATION OF VACATION LEAVE CREDITS**

Earned vacation leave credits are calculated as follows:

<u>Years of Employment</u>	<u>Days Earned Per Year</u>	<u>Hours earned the first two pay periods of each month</u>
1 day – 10 yrs	15	5
11 yrs – 15 yrs	18	6
16 yrs – 20 yrs	21	7
Over 20 yrs	24	8

Employees begin earning leave credits the first day of employment in a job, which has pre-scheduled hours to work.

**3. CREDIT FOR TIME WORKED WITH OTHER AGENCIES**

According to state law, Section 2-18-612, MCA, vacation leave credits must be calculated based on the total years of employment with any City, County, School District or State agency in Montana, including the Montana National Guard. Federal service is not creditable. A letter from the employee's former agency certifying the time worked must be submitted to the personnel office to receive credit for prior time.

The employee must have been eligible to earn leave at the former agency in order to have the time counted.

**4. QUALIFYING WORK PERIOD**

An employee must be continuously employed for the qualifying period of 6 calendar months to be eligible to use vacation leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual vacation leave. "break in service" is a period of time in excess of 5 working days when the person is not employed with the City of Helena.

## **5. VACATION LEAVE REQUESTS**

Employees must arrange the times for taking vacation leave in advance with their supervisor. Where the interest of the City requires the employee's attendance, the City's interest overrides the employee's.

The dates for shift employees' vacations will be scheduled by the bidding process as detailed in 15a(9). A shift employee's vacation may be taken outside the initial vacation bid schedule if mutually acceptable between the employee and the Fire Chief and with regard to the City's interest.

Leave credits may not be advanced nor may leave be taken retroactively.

## **6. EFFECT OF EXTENDED LEAVE OF ABSENCE WITHOUT PAY ON QUALIFYING WORK PERIOD**

If an employee has not worked the qualifying period of 6 months and takes an approved continuous leave of absence without pay exceeding 15 working days, the amount of time on leave of absence will not count toward completion of the qualifying period. The leave of absence exceeding 15 working days is not a break in service and the employee will not lose any accrued annual leave credits or lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of 15 working days or less will be counted as time earned toward the 6-month qualifying period.

## **7. MAXIMUM ACCRUAL OF VACATION LEAVE CREDITS**

Any accrued vacation in excess of twice the employee's rate of accrual at the end of the calendar year will be forfeited if not taken within 90 calendar days following December 31.

## **8. LUMP-SUM PAYMENT UPON TERMINATION**

An employee who is separated from the service of the City for reason(s) not reflecting discredit on himself/herself shall be entitled, upon the date of termination, to cash compensation for unused vacation leave. Compensation will be based on the employee's salary at the time of termination, assuming that the employee has worked the qualifying period of six (6) months.

Employees will be required to be paid out for any balance of vacation leave at the time of retirement or resignation.

## **9. VACATION LEAVE BIDDING**

November 1<sup>st</sup> through December 1<sup>st</sup>, suppression employees will bid for annual vacation leave for the next calendar year. Vacation awards shall be made by seniority of time of service with the Helena Fire Department. Vacations will be scheduled to maintain a proper mix of personnel to meet department needs. Each individual will schedule at least 4 but no more than 5

consecutive shifts on the first pick for use of vacation and holiday time. Holiday time must be used before vacation time is taken. Once every individual has chosen their dates then move to 2<sup>nd</sup> round, starting with the most senior individual choosing no more than 5 consecutive shifts. After the second round is complete, individuals can continue to draw based on seniority and availability of hours. Picks will be placed onto a master calendar under the control of the Battalion Chief or their designee. Once calendar is completed, it will be turned over to the Chief for his approval.

<b>Section: 15b</b> <b>Section Title: Sick Leave</b>
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**1. ELIGIBLE EMPLOYEES**

- A. PERMANENT FULL-TIME
- B. PERMANENT PART-TIME (HOURS EARNED PRO-RATED)
- C. TEMPORARY FULL-TIME
- D. TEMPORARY PART-TIME (HOURS EARNED PRO-RATED)

Hours of work for above employees must be pre-scheduled to be eligible to earn sick leave credits.

**2. CALCULATION OF SICK LEAVE CREDITS**

Employees earn 96 hours per year or 4 hours credited the first two pay periods of each month if scheduled to work full-time. Credits are pro-rated for part-time employees.

Sick leave credits are earned at the end of each of each of the first two (2) pay period of each month. These sick leave credits may not be used until the start of the next bi-weekly pay period.

There is no restriction as to the number of hours of sick leave credits that may be accumulated, nor to the number of accrued sick leave credits that may be used for a bona fide employee illness or disability, provided that the qualifying period has been completed.

**3. QUALIFYING WORK PERIOD**

Sick leave credits accrue from the first day of employment in a position, which has pre-scheduled hours of work.

An employee must be continuously employed for the qualifying period of 90 calendar days to use sick leave.

Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use sick leave. "Break in service" is a period of time in excess of 5 working days when the person is not employed with the City of Helena.

#### **4. EFFECT OF EXTENDED LEAVE OF ABSENCE ON QUALIFYING WORK PERIOD**

If an employee has not worked the qualifying period of 90 days and takes an approved continuous leave of absence without pay exceeding 15 working days, the amount of time on leave of absence will not count toward completion of the qualifying period. The leave of absence exceeding 15 working days is not a break in service and the employee will not lose any accrued annual leave credits or lose credit for time earned toward the qualifying period. An approved continuous leave of absence without pay of 15 working days or less will be counted as time earned toward the 90-day qualifying period.

#### **5. SICK LEAVE REQUESTS**

- A) It is City policy for employees to report illnesses to supervisors or other department officials at the earliest possible moment. Employees who do not report to work and fail to notify their supervisor will be considered "AWOL" (absence without leave) and may not be paid for the time off.
- B) The employee's immediate supervisor or department head may require medical certification of sick leave charged against any sick leave credits.
- C) Medical certification may also be required to certify that the illness of a family member requires the immediate attention of the employee.
- D) Medical certification of maternity-related sick leave must be obtained in the same manner and under the same conditions as certification for other sick leave.

#### **6. CONDITIONS FOR USE OF SICK LEAVE**

An employee may use sick leave credits for:

- A) Illness
  - B) Injury
  - C) Medical disability
  - D) Maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child
  - E) Quarantine resulting from exposure to contagious disease
  - F) Medical, dental or eye examination or treatment
- Shift personnel must provide at least a 48-hour notification to the Assistant Chief, or his designee, for absence from shift to attend normally scheduled appointments.
- G) Necessary care of or attendance to an immediate family member, or at the department's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and
  - H) Death or funeral attendance for an immediate family member or, at the department's discretion, for another person.

## **7. DEATH OF FAMILY MEMBER**

Up to five (5) days of sick leave, forty-eight (48) hours of sick leave for shift personnel, will be granted an employee to attend the funeral of an immediate family member, or at the department's discretion, for another person.

## **8. ABUSE OF SICK LEAVE**

Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.

Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline.

Absences improperly charged to sick leave may, at the City's discretion, be charged against available compensatory time or leave without pay. Annual leave may be used at the mutual agreement of the employee and the supervisor.

## **9. LUMP-SUM PAYMENT UPON TERMINATION**

When an employee terminates employment, the employee is entitled to cash compensation for unused sick leave credits equal to one-fourth (1/4) of the compensation the employee would have received if the employee had used the credit, provided the employee has worked the qualifying period.

The value of unused sick leave is computed based on the employee's salary at the time of termination.

According to Section 2-28-618(5), MCA, "accrual of sick leave credits for calculating the lump-sum payment begins July 2, 1971."

Employees terminated for reason of abuse of sick leave forfeit the right to lump sum payment for any sick leave balance.

Employees will be paid appropriately for any unused balances of sick leave at the time of resignation or retirement.

## **Section: 15c**

### **Section Title: Holidays and Holiday Pay**

A Holiday is defined as being any 8-hour period of scheduled work time credited for each holiday as defined by state law and listed in the City of Helena personnel policy section 81-3. Employees shall receive comply with the City of Helena personnel policy section 81-3 and the following:

A) Support staff shift employees will be given the day off with pay. Support staff shift employees may be allowed to work a holiday and receive another day off with pay, provided

the following requirements are met: 1) they receive prior approval of the Fire Chief; 2) suitable, productive work is identified to be performed on the holiday; and 3) the replacement day off is taken within the pay period the holiday is earned. In the event more requests are received than work is available, the supervisor will determine eligibility with seniority being a major factor in the decision.

B) Suppression shift employees shall be credited one (1) eight (8) hour paid holiday annually for each of the holidays regardless of whether they actually work on the holiday. Holiday time must be used for any time off other than sick leave for the first 80 or 88 hours (depending on the year) in a calendar year. Holidays may be taken in blocks of consecutive days determined by the supervisor with seniority being a major factor in the decision.

Employees who terminate their employment shall be entitled to receive compensation at their regular rate of pay for any holidays accumulated and not taken. Additionally, any terminating employee shall have deducted from their final pay, any amount of holiday pay received but not earned at the time of termination.

<p><b>Section: 15d</b> <b>Section Title: Leave of Absence Without Pay</b></p>
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A leave of absence without pay is defined as any approved period of time an employee is away from City service for any reason and is not in pay status.

Employees may request time off without pay from their supervisors in the same manner as sick or vacation leave. Any leave of absence without pay must be approved by the City manager in advance if possible.

The City reserves the right to terminate an employee who fails to return to work the day following the expiration date of a period of leave of absence and may recruit to fill the position.

**AFFECT OF APPROVED LEAVE OF ABSENCE ON EMPLOYEE BENEFITS:**

**1. VACATION AND SICK LEAVE CREDITS:**

Employees may not accrue credits while on leave of absence. (Sections 2-18-612 and 2-18-618, MCA) All time in leave of absence is credited toward an employee's service time for the purpose of determining their earning rates.

**2. FIREFIGHTERS UNIFIED RETIREMENT SYSTEM:**

Time on leave of absence is not allowed in computing service time for retirement purposes except as per state law.

**Section: 15e****Section Title: Absence Without Leave (AWOL)**

Absence without leave is defined as any period of time away from an employee's job, which is not approved by the employee's supervisor or other appropriate authority.

Employees are required to notify their supervisors or other appropriate department authority the reason for absences as soon as possible. Failure to follow this policy is grounds for disciplinary action. Extended absence without leave is considered to be abandonment of position and an employee will be terminated.

**Section: 15f****Section Title: Maternity Leave**

1. An employee may request leave for a pregnancy-related disability that occurs before the birth of a child. Leave must be requested and approved or disapproved consistent with section "vacation leave" and "sick leave".
2. Six (6) calendar weeks after the birth of a child shall be considered a reasonable period of recovery from a temporary disability resulting from childbirth.
3. An employee shall not be required to obtain medical certification of a temporary disability for the initial six (6) calendar weeks of leave following the birth of a child. If the employee requests leave due to disability, which exceeds six (6) calendar weeks, the employee shall obtain medical certification that the additional leave is necessary, consistent with arm 2.21.907.
4. It is City policy to allow employees to be absent from work for up to 90 days for maternity reasons including adoption. The 90 days will include the initial six (6) calendar weeks directly related to recovery from childbirth.
5. An employee may request the use of annual leave, leave without pay, compensatory or other appropriate paid leave for purposes such as adoption or childcare. Leave shall be requested by the employee and approved by the department consistent with City policy as outlined in section "annual leave", "sick leave", and "leave of absence without pay".
6. Child care leave is extended to both mothers and fathers.

**Section: 15g**  
**Section Title: Jury Duty**

Employees will be allowed necessary time off without loss of pay for jury duty or when summoned to appear or participate in any court case or administrative proceeding.

Fees paid to the employee for such appearances shall be turned in to the City Human Resource Office or the employee may take annual leave and retain the fee. Employees may keep reimbursements for parking, mileage and meals.

Employees must notify their supervisors and complete a request for leave form as far in advance as possible. Jury Duty will be used as outlined in the City of Helena personnel policy, section 81-7.

**Section: 15h**  
**Section Title: Military Leave**

**1. MILITARY LEAVE WHICH IS CONSIDERED SERVICE TIME**

A period of absence from employment either during a war involving the United States or in any other national emergency and for 90 days thereafter, for on of the following reasons, is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits:

- a) Ordered on active duty with the armed forces;
- b) Voluntary service on active duty in the armed forces or on ships operated by or for the United States Government; or
- c) Direct assignment to the United States Department of Defense for duties related to national defense efforts in a leave of absence has been granted by the employer.

**2. MILITARY LEAVE TO ATTEND TRAINING CAMP OR SIMILAR TRAININGPROGRAM**

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six (6) months shall be given leave of absence with pay accruing at the rate of 120 hours in a calendar year for performing military service.

Military leave may not be charged against the employee's annual vacation time.

Unused military leave will be carried over to the next calendar year, but may not exceed a total of 240 hours in any calendar year.

Any changes in state law, which affect this section, will be complied with, without renegotiation of the contract.

**Section: 16**  
**Section Title: Personnel Reduction**

In the case of a personnel reduction, the employee with the least seniority with the fire department shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work.

Regular employees who are scheduled to be laid off shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the department, that is: The last employee released as a result of a reduction in force shall be the first rehired when a funded vacancy occurs. The Employer shall notify such employees by certified mail of its intentions to rehire them. If such employee fails to notify the Employer within ten (10) working days of the employee's intention to return to work, the employee shall be considered as having forfeited this right to re-employment. The laid off employee will be notified of in-house training that they may attend to keep mandatory certifications current. Those attending will do so as a private citizen. The City will pay for associated recertification fees. The City shall not be required to recall an employee who is no longer qualified to perform the duties of the position. Such employee shall be bypassed for recall to an open position until he/she becomes qualified or until his/her year on layoff status is completed.

Regular employees shall have the option of accepting part-time employment and/or temporary status within other departments in the City of Helena if such a position exists and the person is qualified or accepting layoff status.

Notification to rehire permanent employees shall be given ten (10) working days before changing status of part-time and/or temporary employees to permanent status.

**Section: 17**  
**Section Title: Residency**

The employer agrees that employees may reside outside of the legal boundaries of the City of Helena.

**Section: 18**  
**Section Title: Overtime**

**HOLD OVERS**

When employees are required to remain on duty past the scheduled end of their shift, they will be paid at time and one-half (1 1/2) their hourly rate of pay for all hours worked, in quarter (0.25) hour increments.

## **TRAINING**

Department mandated training on an employees day off will be paid at time and one-half (1 1/2) their hourly rate of pay for all hours worked, in quarter (0.25) hour increments.

## **VOLUNTARY OVERTIME ROTATION LIST**

The Union will provide a voluntary overtime rotation list to the Operations Chief or his designee. It is the Union's responsibility to manage the rotation of the list, ensure the accuracy, and provide updates to the Operations Chief or his designee as needed. Overtime will be filled by using the supplied voluntary overtime rotation list.

## **ADMINISTRATIVE ASSIGNMENTS**

Administrative assignments on an employee's day off will be paid at time and one-half (1 1/2) their hourly rate of pay for all hours worked in quarter (0.25) hour increments.

A.) Posted assignments not filled three days prior to the scheduled event, will be filled by using the voluntary overtime rotation list.

B.) Requests for administrative assignments received for events occurring with little or no advance notice will be filled by using the voluntary overtime rotation list.

## **FILL-IN's**

When required to fill-in for another employee attending medical or dental appointments on an employee's day off will be paid at time and one-half (1 1/2) their hourly rate of pay for all hours worked in quarter (0.25) hour increments. Selection for filling these will be made using the voluntary overtime rotation list.

## **CALL-BACKS**

Employees who are called back to work from off-duty will be selected using the voluntary overtime rotation list.

(A) When a shift is filled before 2000 hours compensation will consist of one and one-half (1 1/2) their hourly rate of pay for the first eight (8) hours and their regularly rate of pay for the remaining hours.

(B) When a shift if filled at 2000 hours or after, compensation will consist of one and one-half (1 1/2) times the hourly rate of pay for all hours worked to the end of the shift.

## **EMERGENCY CALL-IN's**

Employees who are on emergency call-in will be paid time and one-half (1 1/2) their hourly rate of pay, for each hour worked, for at least three (3) hours minimum. Compensatory time may be approved in lieu of overtime by Fire Chief at the rate of one and one-half (1 1/2) hours for each hour compensated.

## **PAGERS**

The City of Helena will furnish employees with a pager for the purpose of calling off duty personnel in case of Fire or other emergency. All maintenance, repair, and replacement of pagers will be the responsibility of the Employer.

## **COMPENSATORY TIME**

Compensatory time may be offered to an employee in lieu of overtime pay by the Chief. Compensatory time will be allowed at the rate of one and one-half (1 1/2) hours for each hour compensated.

Employees may accumulate up to eighty (80) hours. Accrued compensatory time for employees will be paid out at the time the employee terminates employment. The City may at any time, and at its option, "cash-out" accrued compensatory time by paying the employee cash compensation for unused compensatory time.

Employees may use some or all of accrued compensatory time within a reasonable time after requesting such use, provided that it does not unduly disrupt the operations of the department, presenting an unreasonable burden on the department's ability to provide services of acceptable quality and quantity.

All other rules regarding compensatory time shall comply with the Fair Labor Standards Act. Employees' retirement contribution shall not be deducted from overtime pay.

## **Section: 19**

### **Section Title: Battalion Composition**

Under the 24/48 shift, there are a total of three (3) battalions. Each battalion will be composed of a minimum of one (1) Battalion Chief, two (2) Captains, and two (2) Lieutenants.

## **Section: 20**

### **Section Title: Working out of Classification**

Any vacancy, excluding trades, of more than two (2) consecutive shifts in any of the Battalion Chief ranks would result in a working out of classification condition. Each Captain who is assigned to work out of classification would be compensated at the corresponding rate of pay for the rank for hours worked.

Any vacancy in any of the Officer ranks, due to either; promotion, retirement, or sick leave for longer than two (2) consecutive shifts, where a junior officer would be assigned to perform the duties of a higher rank, would result in a working out of classification condition. Each

officer who is assigned to work out of classification would be compensated at the corresponding rate of pay for that rank for hours worked.

Firefighters who have completed the most recent promotional process may at times be assigned to assume the duties of an officer. When they are assigned to do so, they will be compensated at the rate of pay from the first shift they work in that capacity.

In order to maintain Battalion Composition, during the temporary assignment of Fire Officers outside of the Suppression Division, Firefighters and/or Officers may be temporarily promoted to the next highest position. These temporary promotions will be made by the Fire Chief within a reasonable time of Battalion vacancy. Candidates for selection will have completed the most recent promotional process and meet the criteria listed in Appendix B for the position. During the temporary promotion, the individual will only meet eligibility to seek promotion through the promotional process for the rank which they are temporarily filling.

## **Section: 21**

### **Section Title: Hours of Work**

#### **WORK CYCLES:**

The employer will notify the Union and post the work cycle for firefighters assigned to the suppression shift schedule and to the support staff schedule according to the Fair Labor Standards Act.

#### **SUPPRESSION SHIFT**

- A) Suppression shift is twenty-four (24) hours on duty with no less than forty-eight (48) hours off. A Kelly day will be given after a firefighter has worked five (5) shifts in a fifteen (15) day period. The parties agree that this twenty-four (24) hour shift is for the mutual benefit of the employer and employee and will not be used as a basis for overtime claims. Hours worked over 2080 will not be used as a basis for additional sick and/or vacation credit.
- B) During each suppression shift the time from 8:00 a.m. (0800 hours) to 10:00 p.m. (2200 hours) is for emergency response duties and the performance of the non-emergent daily duties and tasks as prescribed through a standard operating procedure issued by the Fire Chief. The time from 10:00 p.m. (2200 hours) to the following 8:00 a.m. (0800 hours) is reserved only for emergency response duties, except the time from 7:00 a.m. (0700 hours) to 8:00 a.m. (0800 hours) includes preparation of the facility and equipment for shift change.

- C) Firefighters, with permission of the officer-in-charge, while maintaining the interest of the daily workload and departmental objectives, may engage in a reasonable rest break
- D) Suppression firefighter(s) may be assigned to the support staff shift schedule for light/alternative duty assignments when approved by the Fire Chief, and during the initial probationary period not to exceed sixty (60) days.

**SUPPORT STAFF SHIFT**

- A) The support staff shift will work one of the following schedules, with approval of the Chief or his designee: Five (5) eight (8) hour shifts in a work week, or four (4) ten (10) hour shifts in a work week, or for four (4) nine (9) hour shifts and one (1) eight (8) hour shift for the first week and four (4) nine (9) hour shifts in the second week of a pay period. Employees may request to work alternative work schedules different than those listed above and may be approved as long as they are mutually agreed upon. Support staff employees may also have the ability to flex their work schedule by making a request and receiving prior approval from their supervisor. Except as otherwise provided in this agreement, any hours worked over these alternative schedules in a week would be considered overtime.
- B) Designated holidays may be worked by Support Staff personnel upon request of employee and consent of employer. Compensation will be at the normal pay rate and time will be taken off as agreed between the employee and the employer at the time of the initial request. If the employee works upon the request of the employer, overtime compensation will apply.
- C) Any changes to this section required to comply with the Fair Labor Standards Act (FLSA) will be carried out within the parameters of this contract and will not result in renegotiation of this contract.

<p><b>Section: 22</b> <b>Section Title: Uniforms and Protective Equipment</b></p>
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All protective clothing, uniforms, protective devices, badges and patches for uniforms required of the employees in the performance of their duties, shall be furnished without cost to the employee.

As per the Labor Management solution on December 17, 2010 for Issue #1-Slash Pile Burning, cold weather footwear for open space burning will consist of a onetime payment of \$75.00 for each firefighter who volunteers to work on the burn.

**Section: 23****Section Title: Grievance Procedure Regarding Contract**

For purposes of this section, a grievance is defined as a dispute or difference in interpretation between an employee or the Union, and the Employer involving wages, hours, and all conditions of employment, which are expressly provided by this contract. Any disputes relating to this section of the contract shall be handled as follows:

All presentations of grievances or possible grievances must include:

- a. Name of employee(s)/Union grieving;
- b. "Contract Grievance, Section 23" text
- c. Dates of the action(s);
- d. Statement of Grievance
- e. Contract Provision Violated
- f. Specific Remedy or Corrective Action requested

**STEP 1** – Within 45 days of the occurrence, the employee, or the Union, shall submit the grievance in writing to the Chief, who will have three (3) working days to schedule a meeting to discuss the grievance.

The meeting is to be held within the five (5) working days following the notification of scheduled meeting. A written decision will be rendered within five (5) working days after the meeting.

**STEP 2** - If the grievance is not settled at step 1, the grievance shall be submitted within five (5) working days to the City Manager who will at that time schedule a meeting to be held within five (5) working days to discuss the grievance. A written decision will be rendered within five (5) working days after the meeting.

**STEP 3** - If the grievance is not settled at step 2, the grievance shall be submitted to arbitration by either of the parties upon written notice to the other party received within ninety (90) calendar days of the step 3 answer. The arbitrator shall be selected according to 39-34-102, MCA as amended. The cost of arbitration shall be shared equally by both parties.

Any violation of the time limits or procedures set forth in this section shall, unless mutually agreed to by both parties in writing prior to the expiration of the time limits, constitute a waiver to continue the grievance process by the party in default; i.e. the defaulting party loses the grievance.

Provided both parties agree, any level of this procedure may be bypassed and processed at a higher level. Any extension of timeframe will be mutually agreed upon in writing.

**Section: 24**  
**Section Title: Personnel Grievances**

1. DEFINITION:

For the purposes of this section, a grievance is defined as any employee complaint, view or opinion pertaining to employment conditions not contained in this agreement. Complaints concerning discrimination will be processed as outlined in the City of Helena, Personnel Policy Handbook (Section 10-4).

2. PROCEDURE:

An employee or the Union may grieve any matter through level four as described below. All grievances will be in writing and contain the following: the name of the aggrieved employee; date the grievance occurred; the nature of the grievance (facts); policy violated; and the adjustment sought.

LEVEL ONE:	IMMEDIATE SUPERVISOR
LEVEL TWO:	THE ASSISTANT CHIEF
LEVEL THREE:	THE FIRE CHIEF OR HUMAN RESOURCES DIRECTOR
LEVEL FOUR:	CITY MANAGER

Employees may designate any person to appear with him/her at any level of the grievance procedure. The City Manager may require the Supervisor or Department Head to appear with the employee at the time of a hearing.

**Section: 25**  
**Section Title: Savings Clause**

If any provision of this agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

**Section: 26**  
**Section Title: Agreement Binding on Successors**

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any

change of any kind of the ownership, or management, or either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

**Section: 27**

**Section Title: Longevity**

Effective July 1, 2014, all members of the bargaining unit will receive \$13.07 per month for each year of service from their respective anniversary date. Effective July 1, 2015, all members of the bargaining unit will receive \$14.13 per month for each year of service from their respective anniversary date. Prior continuous city employment will be credited for longevity calculations.

**Section: 28**

**Section Title: Health, Dental, and Vision Coverage**

The City will contribute to health insurance premiums in the same amount as it contributes to the same plan for City employees not included in a bargaining unit. Employees will participate in the City of Helena's dental, vision and life insurance program at no cost to the employee.

**Section: 29**

**Section Title: Incentive Program**

The employer will maintain an incentive program for training and advancement as provided in Appendix "B".

**Section: 30**

**Section Title: Hiring Advisory Board**

The employer recognizes the hiring advisory board as a committee consisting of five (5) members. The purpose of the committee is to conduct interviews, formulate scores, and provide input to the Chief for hiring. All final decisions are up to the discretion of the Chief.

The Chief will select three (3), and the Union will elect two (2) representatives. The Chief may select one representative from the Union.

Human Resources, with input from the Fire Chief, will select the chairperson, who upon completion of interviews and formulation of scores will verify the scoring list with the Fire Chief or his designee.

**Section: 31**  
**Section Title: Duration of Agreement**

This agreement shall be effective as of July 1, 2014, and shall remain in full force and effect until June 30, 2017.

It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least sixty (60) days prior, but no more than three hundred and sixty five (365) days prior, to the expiration date that it desires to modify the agreement.

All sections not annually negotiated upon will remain in full force.

In the event that such notices are given, negotiations shall begin no later than thirty (30) days after receipt of the opening letter. At the end of sixty (60) days of negotiation, any unresolved issues shall be submitted to mediation as specified in Chapter 31, Title 39 of the current Montana Code Annotated as amended.

**Section: 32**  
**Section Title: Promotions**

To be promoted applicant must meet all criteria in Appendix "B".

**The Fire Chief may make changes to the promotion process. Any proposed change must be posted and filed with the Union at least 6 months before taking effect.**

All members shall maintain their current rank and promotion eligibility established in past and current promotion processes.

**PART #1 – BATTALION CHIEF RANKING**

The BC's ranking will be arrived at by consensus. The consensus review will be submitted to the Fire Chief for his consideration when selecting the most qualified person.

The BC's will use the following criteria when evaluating the candidates:

- Their own personal experiences of working with the candidates
- Their observations of the candidates working and relating with co-workers and other fire officers
- Their opinions of the candidates fire/EMS command abilities
- Their opinions of the candidates skills, knowledge and abilities in reference to the position sought

**PART #2 –SELECTION BOARD'S REVIEW**

The candidates will demonstrate their ability to the Selection Board as to their preparedness for the position vacant. The Board will consist of five members. Two members of the selection board will be members of Local #448. One of the two members must be of equal or higher rank to the vacant position; the other must have a minimum of six (6) years service with the Helena Fire Department. The remaining evaluators may come from HFD Fire Administration, Fire

Departments in Montana, supervisors within the City of Helena Departments or other professional persons.

#### LIST OF POSSIBLE EXERCISES

The selection exercises shall be job relevant, be structured as to the position's Skills, Knowledge & Ability (i.e., Lieutenant evaluation shall not be as challenging as the BC's evaluation).

The exercises may include:

- Verbal
- Written
- Verbal/written
- Oral Interview
- An emergency based exercise
- A one-on-one issue
- Oral resume
- Complaint/public issue
- City Manager/City Commission report
- In basket exercise
- Problem solving
- Judgment

#### PART #3 – FIRE CHIEF'S REVIEW

The Fire Chief will review the BC's evaluation, the Selection Board's ranking and the personnel file of candidates. The Fire Chief retains all management rights and responsibility as to the final selection. All above listed information is for recommendation only. The Board's recommendations are valid for up to 12 months.

The Fire Chief and the Human Resource Director will meet with each of the candidates not chosen and provide them with feedback from the BC's evaluation and the Selection Board's recommendations made as to the candidate's strengths, weaknesses and red flag areas. The City and the Fire Department may assist the candidate in outlining how they may improve, however it is the candidate's responsibility to improve and prepare for the next promotional board.

### **Section: 33**

#### **Section Title: Emergency Medical Technicians**

As emergency medical response is one of the major functions of the Helena Fire Department, all suppression staff of the Helena Fire Department will be required to maintain current EMT certification. The employer may elect to waive this requirement for certain individuals.

The City agrees to pay all re-certification costs.

**Section: 34****Section Title: Strategic Planning and Logistics Project Manager Position**

The Strategic Planning and Logistics Project Manager will report to and receive direction from the Fire Chief. There may be more than one person in the position at one time for a period not to exceed two weeks.

The City will post the position internally within the Fire Department. The posting will include the anticipated length of time of the assignment and working hours not to exceed 12 months. The minimum qualifications for the position are: the rank of Fire Fighter II and eligible for promotion to Lieutenant or above.

The successful candidate will be assigned to the position for the length of the assignment indicated in the posting. At the end of the term, the position will be re-posted internally. The employee currently in the assignment does have the option to reapply. Fire Administration will post the new assignment at least one month before the end of the current assignment.

The employee that is ending the assignment may be reassigned for no longer than six (6) months while the vacancy is being posted. In the event no qualified firefighter applies for the assignment, the Fire Chief will consult with the union to fill the position. As a last resort the Fire Chief may assign a Lieutenant or firefighter II that has not previously held this position.

A firefighter serving in the Strategic Planning and Logistics Project Manager position will be compensated at a pay rate equivalent to Captain. Rank will remain the same as it was before the assignment. Compensation will be restored to previous salary (with any applicable increases) at the end of the assignment.

The Strategic Planning and Logistics Project Manager will participate in thirty (30) hours of fire suppression and rescue training with the shifts on duty annually, as well as EMT recertification training.

The Strategic Planning and Logistics Project Manager will be eligible for extra shifts from the extra shift rotation list during their scheduled days off.

The Fire Chief has the right to return the Strategic Planning and Logistics Project Manager back to the 24/48 suppression shift rotation if operationally necessary. The employee will remain compensated at the Strategic Planning and Logistics Project Manager salary through 5 (five) suppression shifts. If the assignment lasts more than 5 (five) consecutive suppression shifts, the employee will be assigned back to suppression shift and compensation will be restored to the compensation prior to the assignment. The position will be re-posted at that time unless the person is interested in completing the one-year assignment.

In the event the employee assigned to the Strategic Planning and Logistics Project Manager position is unable to work for more than 30 days but less than 90 days, employees interested in the original assignment will be given first choice to fill the vacancy until the assignment is complete or the person is able to return to work.

If no one in the pool is interested in the assignment, the Fire Chief will temporarily assign someone to the position. Compensation will be adjusted if applicable.

If the absence will be longer than 90 days, the position will be re-posted to fill the vacancy using the methods listed above.

<b>Section: 35</b> <b>Section Title: Fire Prevention Position</b>
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Vacant positions in the Fire Prevention Bureau may be filled through a competitive recruitment process that is advertised internally and externally at the same time. The Fire Chief will not be limited in considering only internal candidates.

The Fire Chief may assign a member of the fire department to a Fire Prevention Bureau position while the position is being recruited. This assignment may not exceed a period of 90 days.

Applicants to vacant positions within the Fire Prevention Bureau will not be required to have completed Firefighter I and Firefighter II training, nor be required to participate in the Montana CPAT testing.

Fire Prevention Bureau positions are not required to participate in suppression and rescue training and will not be allowed to perform fire suppression duties.

The Deputy Fire Marshal will have the ability to apply for and may be considered if a vacancy occurs in the Fire Marshal position.

<b>Section: 36</b> <b>Section Title: Discipline</b>
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Employees may be disciplined or discharged only for just cause. Discipline will be applied at progressive and escalating levels to allow the employee proper notice of misconduct or performance shortcomings and an opportunity to improve. The level of discipline imposed will be based on the employee's prior record of service, length of service, severity of offense and prior record of discipline. For a serious first offense, an employee could be discharged without first being given a verbal or written warning.

**A. VERBAL REPRIMANDS:**

Lieutenants and above have the authority to issue verbal reprimands for violation of City or Department policies or for improper conduct. These reprimands should be documented in the employee's personnel file in the Personnel Office or as a minimum noted in a supervisor's file or journal. A written verbal reprimand will remain active in the employees personnel file for a period of one (1) year. After one (1) year, the original written verbal reprimand will be removed from the employees personnel file and returned to the employee. A verbal reprimand would normally be given for a first offense violation or a minor infraction of the rules.

**B. WRITTEN REPRIMANDS:**

Lieutenants and above in collaboration with management have the authority to issue written reprimands to employees who violate City or Department policies or for improper conduct. These reprimands must be documented in the employee's personnel file in the Personnel Office. A written reprimand will remain active in the employees personnel file for a period of three (3) years. After three (3) years, the original written reprimand will be removed from the employees personnel file and returned to the employee.

**C. ADVERSE ACTIONS: SUSPENSIONS (WITH OR WITHOUT PAY),  
TERMINATIONS AND DEMOTIONS:**

The City Manager has sole responsibility to impose penalties, which would affect an employee's pay. Such penalties are imposed for serious offenses.

A department head shall initiate an adverse action for an employee and submit the proposed action to the City Manager in writing for approval via the Human Resources Director.

As a minimum the document will include the following:

1. Name of employee
2. Date(s) of violation(s)
3. Details of violation(s)
4. Proposed penalty

In no case will any adverse action penalties be imposed by a department head or supervisor without approval by the City Manager.

The Human Resource Director and the City Manager will be notified of any impending adverse actions as soon as possible. The Human Resource Director is available to assist supervisors and department heads with disciplinary procedures and documentation.

In any case in which a member of the fire department is suspended from duty by the City Manager, the employee suspended must be furnished with a copy of the charge, in writing, setting forth the reasons for the suspension. Subject to subsection (1) below, the suspended employee may request in writing that the charges be presented to the commission for a hearing. The hearing must be held within 30 days of the request. The suspended member may invoke the right of privacy to request a closed hearing. At the hearing, the suspended employee may appear in person or by counsel and provide a defense against the charges.

1. If the suspended employee does not request a hearing by the commission within 5 business days of receiving the suspension charge, the suspended member forfeits the option of requesting a hearing by the commission.
2. If the charges are not presented before the commission within 30 days of the request for a hearing or if the commission determines the charges to be unfounded, the suspended employee must be reinstated and is entitled to the person's usual compensation for the time of the suspension.
3. If the charges are proven by the commission, the commission, by a vote of a majority of the whole commission, may impose a penalty commensurate to its determination of what the offense warrants, including either the continuation of the suspension for a limited time or the removal of the suspended employee from the fire department.

**D. NOTICE TO EMPLOYEE AND UNION:**

Prior to the imposition of any discipline or discharge, the employee will be advised of the alleged infraction. No written reprimand or greater disciplinary document may be placed in the personnel file of the employee without the employee and the Union first having been given a copy of the disciplinary document. Any employee who disagrees with the validity of any disciplinary action shall have the opportunity to challenge said action under the grievance procedure herein. The employee will be required to sign the written reprimand or other greater disciplinary document acknowledging that he/she has read the contents of the document. Any employee, and with said employee's authorization, his/her Union representative, shall have the right to inspect the full contents of his/her personnel file upon request made to the Employer.

**PREVAILING RIGHTS**

**MEETINGS** - the Union benefit fund and relief association conduct the regular monthly meeting and any special meetings in the fire station. They also own and maintain a locking file cabinet and safe kept in the fire station.

**BULLETIN BOARD** - the Union occasionally posts notices on the fire department bulletin board.

**TELEPHONE** - the employees have installed a private telephone and one extension phone having an unlisted number in the fire station. The employees pay for and maintain this telephone.

**BASEMENT** - the employees, subject to the needs of the City, have the privilege of using the fire department basement for various personal undertakings, such as mechanical work on personal equipment. The employees own and maintain various hand and power tools for these purposes.

**SOCIAL EVENTS** - the employees annually have a catered dinner for the employees, their spouses and/or invited guests, and have a dinner on special occasions, such as retirement. These dinners are held in the fire station.

**RACQUETBALL COURT** - the employees periodically perform and pay for major maintenance work on the racquetball court at Fire Station #2. In order to defray these maintenance costs, the employees charge the public a player's fee with accurate account of transactions being kept for review by the Chief. As the racquetball court is a means of physical training for the Firefighters, rules have been formulated by the employees, training officer and Fire Chief to insure that the courts will not be used by the public to the detriment of the fire department.

**OTHER** - the City shall retain for the benefit of the duty employees the following items: beds, chairs, tables and lockers. The employees own and maintain a pop machine, televisions, radios, cooking utensils and kitchen equipment. They maintain certain magazine and newspaper subscriptions as approved by the Fire Chief.

## **Appendix B**

Personnel desiring to advance in rank within the HFD must meet at a minimum, the following:

### **CRITERIA FOR FIRE SUPPRESSION INCENTIVE PROGRAM**

#### **CONFIRMED FIREFIGHTER**

Complete new hire training program

Successfully demonstrate proficiency in probationary standards check-off manual

Successfully pass: Streets and addresses test (70% minimum to pass) and

“Essentials of Fire Department Customer Service” test (70% minimum to pass)

#### **FIREFIGHTER I**

Complete Firefighter I performance standards. The Standards are based on: NFPA 1001, Firefighter Professional Qualifications, NFPA 1002 Standard for Fire Apparatus Driver/Operator Professional Qualifications, NFPA Standard for Wildland Firefighter Professional Qualifications. In addition to NFPA Standards, the workbook includes objectives from wild land courses S-215 and S-336 wildland courses and Hazardous Materials Awareness/Operations Standards taken from OSHA 1910.120. Objectives must be demonstrated, identified, determined, computed, or otherwise explained to the satisfaction of the Training Officer or his/her designee.

#### **FIREFIGHTER II**

Complete Firefighter II performance standards. The Standards are based on: NFPA 1001, Firefighter Professional Qualifications, NFPA 1002 Standard for Fire Apparatus Driver/Operator Professional Qualifications, NFPA Standard for Wildland Firefighter Professional Qualifications. In addition to NFPA Standards, the workbook includes objectives from wild land courses S-215 and S-336 wild land courses and Hazardous Materials Awareness/Operations Standards taken from OSHA 1910.120. Objectives must be demonstrated, identified, determined, computed, or otherwise explained to the satisfaction of the Training Officer or his/her designee.

### **CRITERIA FOR COMPETITIVE FIRE SUPPRESSION ADVANCEMENT**

The promotional process will begin after a vacancy occurs. If there is a current valid list (not exceeding 12 months), the individual ranking of the participants will be used in place of holding another Selection Board Review. If the list has expired, a posting will occur within thirty (30)

days of the vacancy and applicants will have fifteen (15) calendar days from the date of the posting to notify the Chief or designee in writing of their interest. If the minimum number required as described below do not apply, a new posting will occur and the applicant pool will be expanded. Applicants will have fifteen (15) calendar days from the date of the new posting to notify the Chief or designee in writing of their interest. The assessment center will be scheduled within sixty (60) calendar days after the minimum number have applied. In order to assure a competitive advancement process, a minimum of three (3) officers of the Lieutenant rank only must apply in writing for a Captain vacancy and a minimum of three (3) officers of the Captain rank only must apply in writing for a Battalion Chief vacancy before an assessment center will be scheduled. A minimum of three (3) firefighters at the rank of Firefighter II only must apply for the Lieutenant position before an assessment center will be scheduled.

If, at anytime during the promotional process, the minimum number of qualified applicants is not met, the position will be re-posted.

If the number of applicants for a Battalion Chief vacancy drops below the required number, Lieutenants with four (4) years of service in that rank who have successfully completed Fire Officer I and II courses unless grandfathered in as listed below in “course of promotion” criteria number eight (8) are eligible to apply for the vacancy. .

If the number of applicants for a Captain vacancy drops below the required number, all members at the rank of Firefighter II or above are eligible to apply for the vacancy.

## **LIEUTENANT**

Attend and successfully complete Fire Officer I course. Successfully demonstrate knowledge and skills development for Lieutenant.

Four (4) years with Helena Fire Department and completion of all above courses required to be eligible for Lieutenant.

## **CAPTAIN**

Attend and successfully complete Fire Officer II course. Continue pursuit of knowledge and skills development for Captain.

Successfully demonstrate knowledge and skills development to be eligible for Captain.

## **BATTALION CHIEF**

Successfully demonstrate knowledge and skills development to be eligible for Battalion Chief.

## COURSES FOR PROMOTION

1. Any required courses for a lower rank, which have not been completed, will be done at the following rate and time to be eligible for any advancement or promotion.
  - Probationary Firefighter: all courses completed prior to any advancement
  - Confirmed Firefighter: Firefighter I workbook 85% completed prior to any pay increase  
100% completion required for advancement
  - Firefighter I: Firefighter II workbook 85% completed prior to any pay increase. 100% completion required for any advancement
  - Firefighter II: all courses completed prior to any advancement
2. Courses, which are equivalent, may be substituted in place of required courses. Any course substituted must be approved by the Chief or his designee. Course objectives of substitute course work will be examined for congruity with HFD programs. If equivalency course is approved for substitution it will be accepted for all personnel.
3. All incentive program reference materials will be available at the Department.
4. New courses or changes in course requirements will be accomplished through mutual consent.
5. Self study courses will be done by reading the book, doing the study guide if available and passing the test.
6. All requests for training outside the department must be approved by the Chief or his designee. During any mandatory training, employees are subject to the appropriate FLSA regulations. Employees may attend department offered training on their days off should they so choose. Off-shift employees will not be compensated for such time.
7. Courses in Appendix B do not need to be taken in order.
8. All members shall maintain their current rank and promotion eligibility established in past and current promotional processes.