

AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Misc. / Other**

Department: **Fire**

Division: **N/A**

Creator: **Renee McMahon**

Date Created: **7/8/2021**

Contractor / Service Provider: **N/A**

Agreement Amount / Value: **N/A**

Budget Funding Source: **General Fund**

Finance Project Number: *Click or tap here to enter text.*

Agreement Number: *Click or tap here to enter text.*

Purpose / Additional Notes: **CBA IAFF Local 448 07/01/2021 through 06/31/2024**

<p>City Attorney Received</p> <p>Stamp Here</p>
<p>City Manager Received</p> <p>Stamp Here</p> <p>7-12-21</p>
<p>City Clerk Received</p> <p>RECEIVED</p> <p>JUL 19 2021</p> <p>CLERK OF COMMISSION</p> <p>CITY OF HELENA</p>

Department Approval:

Renee McMahon

Attorney Review:

[Signature]

Please return digital executed agreement to: **Renee McMahon, HR Director**

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

July 1, 2021 - June 30, 2024

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

_____ day of _____, 2021.

(seal)



CLERK OF COMMISSION

[Signature]
CITY MANAGER

[Signature]
CITY ATTORNEY

CITY OF HELENA
NEGOTIATING COMMITTEE

[Signature]
[Signature]
[Signature]
[Signature]

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL #448
NEGOTIATING COMMITTEE

[Signature]
[Signature]
[Signature]
[Signature]

Table of Contents

Section	Page
01 – Formal Recognition.....	4
02 – Union Security.....	4
03 – Management Rights.....	4
04 – Payroll Deduction of Dues	5
05 – Nondiscrimination.....	5
06 – Union Business.....	5
07 – Labor/Management Committee.....	5
08 – Prevailing Rights.....	5
09 – Rules and Regulations.....	6
10 – Safety and Health	6
11 – Department Objectives.....	6
12 – Fire Department Salary Matrix.....	7
13 – Additional Pay	7
14 – Shift Exchange	9
15a – Vacation Leave	9
15b – Sick Leave	11
15c – Holidays and Holiday Pay	13
15d – Leave of Absence Without Pay	14
15e – Absence Without Leave (AWOL).....	14
15f – Maternity	14
15g – Jury Duty	14
15h – Military Leave	14
15i – Paid Parental Leave	14
16 – Personnel Reduction.....	15
17 – Residency	15
18 – Overtime	15
19 – Battalion Composition.....	17
20 – Working Out of Classification	17
21 – Hours of Work.....	18
22 – Uniforms and Protective Equipment	20
23 – Grievance Procedure Regarding Contract Interpretation	20
24 – Personnel Grievances	21
25 – Savings Clause	21
26 – Agreement Binding on Successors.....	21
27 – Longevity.....	22
28 – Health and Dental Coverage.....	22
29 – Incentive Program	22
30 – Hiring Advisory Board.....	22
31 – Promotions.....	23
32 – Fire Prevention & Investigations Positions	24
33 – Discipline.....	24
34 – Duration of Agreement.....	26
Appendix “A”	27
Appendix “B”	28

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 administrative staff.

Section: 2
Section Title: Union Security

All employees are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal laws.

A Union member will pay to the Union an amount equal to the monthly dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating and administering the Agreement and of protecting and promoting their interests. The City agrees to deduct dues from employees who sign up for membership into the Union.

The Employer will remain neutral on all Union Business and will direct all questions about the Union membership to the Union.

Designated union representatives shall receive ample opportunity to provide membership information to union-represented positions during the employee onboarding process.

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.

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

Employees elected to the four (4) elected Union offices are allowed to take time off without pay to perform their Union functions.

Up to four (4) members of the Union negotiation team are allowed to perform their Union duties while on duty at the discretion of the Chief or designee. 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 four (4) Union representatives and four (4) employer representatives. The committee shall meet at the request of either party 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 fully agree to take part in the promotion of safety and health 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. For comparable cities with EMT-B pay, their EMT-B pay will be included into their base wage for the purpose of calculating median wages.

(FY22)	2434.93 annual	2184 annual	2080 annual
Battalion Chief-Suppression	41.3860		48.4481
*Fire Marshal Prevention			44.4481
Captain	33.6976		39.4477
Deputy Fire Marshal-Certified			39.4477
Lieutenant	31.2462		36.5780
Firefighter II	29.1400	32.4881	34.1125
Firefighter I	25.9971	28.9841	30.4333
Conf. Firefighter	24.9408	27.8064	29.1967
Probationary Firefighter	22.4100	24.9848	26.2340

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

*Deputy Fire Marshal will be based on the Captain comparison.

Effective **July 1, 2022 (FY23)** the above matrix will be increased by a median wage adjustment.

Effective **July 1, 2023 (FY24)** the **FY23** the matrix will be increased by a median wage adjustment.

Effective **July 1, 2021 (FY22)** the city will match to a maximum of \$50.00 per month for each employee into a City of Helena approved deferred compensation (457) plan account. If an employee leaves employment with the City, then the 457 contributions will be discontinued with the employee's final date of employment.

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, 2021 (FY 2022) All EMT-B's will receive \$100 per month above and beyond the median wage. These monies are not intended to be rolled into base wage.

First Aid/CPR- Effective July 1, 2021 (FY2022) All members of FPIB will receive \$100 per month above and beyond the median wage for First Aid/CPR certification. These monies are not intended to be rolled into base wage.

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 sufficient funding is no longer available to support a Regional HAZMAT team, all HAZMAT Technicians and HAZMAT Administrator will operate at the HAZMAT Operations Level and forego the HAZMAT Technician pay.

EMERGENCY CARE PROVIDER (ECP) - The City will pay for the initial class costs, including all fees for state licensure. For re-certification, the City will provide the opportunity to attend a CPR refresher class and any continuing education as required by the State of Montana, Board of Medical Examiners at no cost to the employee. Firefighters who hold the following levels of Montana licensure will receive the following compensation:

- EMT-B with all of the following endorsements: IV/IO, Medications, and Airways, shall receive 1% of a Confirmed Firefighters base wage per month in addition to rank attained, as long as they remain licensed.
- Advanced Emergency Medical Technician shall receive 1.6% of a Confirmed Firefighters base wage per month in addition to rank attained, as long as they remain 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.

- Paramedic shall receive 6% of a Confirmed Firefighter base wage per month in addition to rank attained, as long as they remain licensed.

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 administering pulmonary function testing, CPR training, medical training and re-certification, EMT record keeping and be the alternate infectious control officer.

TECHNICAL RESCUE TEAM- A firefighter appointed by the Chief to the Technical 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 Technical Rescue Team. The minimum number of Technicians will be twelve (12). If the number of team members drops below twelve (12), the position(s) will be posted. If no one volunteers after posting the assignment, the Chief or designee may appoint someone to the team to maintain the minimum.

TECHNICAL RESCUE TEAM ADMINISTRATOR – A Technical Rescue Team member assigned the duties of administrator shall receive 2.5% of Confined Firefighter base wage per month in addition to rank obtained in addition to Technician Rescue Team pay.

HIFIT INVESTIGATOR – A firefighter appointed by the Chief to the Helena Interagency Fire Investigation Team (HIFIT) shall receive .65% of a Confirmed Firefighter base wage per month in addition to rank attained, provided that the City continues to maintain a HIFIT team.

Section: 14

Section Title: Shift Exchange

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.

Members assigned to the 24 hour suppression shift may exchange shifts only with other members assigned to the 24 hour suppression shift. Similarly, members assigned to the 12 hour suppression shift may exchange shifts only with other members assigned to the 12 hour suppression shift.

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 exceeding twice the employee's annual rate of accruals of the end of the first pay period of the next calendar year is considered excess vacation. If due to operational needs, an employee was unable to take sufficient leave to avoid excess leave, and is unable to reasonably take excess leave within the first 90 days of the next calendar year, the employee may request any excess vacation not to exceed 48 hours will be paid out upon approval of the Chief or designee. Any excess over 48 hours will be forfeited.

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 1st through December 15th, 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 1 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 2nd round, starting with the most senior individual choosing no more than 5 consecutive shifts. After the second round is complete, individuals can continue to bid 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.

Section: 15b

Section Title: Sick 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 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 3-4. Employees shall comply with the City of Helena personnel policy section 3-4 and the following:

A) Fire Prevention & Investigations Bureau Staff employees will be given the day off with pay. Fire Prevention & Investigations Bureau 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.

B) Suppression shift employees shall be credited 100 hours of holiday time per year. This is the average of 96 and 104 hours given on alternating years. Forty-four (44) of the hours will be paid out each calendar year over 26 pay periods at 1.6923 hours of regular pay in lieu of holiday time and will be added to base pay. The remaining holiday hours may be taken in blocks of consecutive days determined by the supervisor with seniority being a major factor in the decision. This provision will sunset at the term of this contract, June 30, 2024.

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.

Section: 15d**Section Title: Leave of Absence Without Pay**

Refer to City Personnel Policy 3-5

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: Family Medical Leave**

Refer to City Personnel policy 3-7

Section: 15g
Section Title: Jury Duty

Refer to City Personnel policy 3-8

Section: 15h
Section Title: Military Leave

Refer to City Personnel policy 3-9

Section: 15i
Section Title: Paid Parental Leave

Refer to City Personnel policy 3-10

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 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.

VOLUNTARY OVERTIME ROTATION LIST

The City will maintain a rotational list of all Union members based on last overtime worked for use in filling voluntary overtime opportunities. The City, based on the rotating list, will fill overtime opportunities based on the rank of the position needed. For an overtime opportunity requiring a Firefighter, the first opportunity for the overtime will be offered to Firefighters only. If the opportunity is not filled, it will then be offered to Lieutenants, then Captains, then Battalion Chiefs. If the overtime opportunity requires a Company Officer, it will be opened to Lieutenants and Captains, and if not filled then offered to Battalion Chiefs. If the overtime opportunity requires an Officer-in-Charge (OIC) it will be opened to Battalion Chiefs, and if not filled then offered to Captains.

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.

CALL-BACKS

Employees who are called back to work from off-duty will be selected using the voluntary overtime rotation list. Employees will be paid at (1 1/2) their hourly rate of pay for all hours worked in quarter (0.25) hour increments.

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.

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

Working out of classification occurs when a Suppression Division member fulfills the role of the next highest rank above their rank for the purpose of fulfilling Battalion composition.

When a Captain fulfills the role of Battalion Chief and Officer in charge (OIC) for the purpose of Battalion composition, for a continuous block of time of no less than one hour, excluding trades, they will be compensated at the Battalion Chief rate of pay.

Operational necessity, as determined by the Fire Chief, may require temporary assignment of Fire department personnel. Fire Department personnel may be temporarily promoted to the next highest rank if they have completed the most recent promotional process for that rank and meet the criteria listed in appendix B. A corresponding temporary change to rate of pay will occur for the duration of the temporary promotion. Individuals working out of classification in the context of a temporary promotion may not test for the promotion to the next highest rank, i.e. a temporary Lieutenant may not test for promotion to Captain.

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 24 hour suppression shift, 12 hour suppression shift and to the support staff shift according to the Fair Labor Standards Act.

24 HOUR 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 standard operating procedures issued by the Fire Chief. The time from 10:00 p.m. (2200 hours) to the following 7:00 a.m. (0700 hours) is reserved only for emergency response duties, 7:00 a.m. (0700 hours) to 8:00 a.m. (0800 hours) is reserved for preparation of the facility and equipment for shift change.
- C) While maintaining the interest of the daily workload and departmental objectives, members may engage in a reasonable rest break with the permission of the officer in charge or designee.
- D) Suppression firefighter(s) may be assigned to the FPIB staff schedule for light/alternate duty assignments as well as during the initial probationary period not to exceed sixty (60) days with the approval of the Fire Chief.
- E) Employees may request light duty when they are unable to complete fire suppression duties due to an injury or illness that is not work related. In this case, available hours are not guaranteed and the employee will earn their standard suppression hourly rate. Their pay rate will not be converted to a 2080 hour rate, but they will be assigned to the FPIB staff schedule.
- F) Members hired prior to July 1, 2020 may not be involuntarily assigned to the 12 hour suppression shift.

12 HOUR SUPPRESSION SHIFT

- A) Firefighters hired after July 1, 2020 may be assigned to suppression work on a twelve (12) hour suppression shift schedule from 8:00 a.m. (0800 hours) to 8:00 p.m. (2000 hours). This shift will consist of twelve (12) hours on duty followed by twelve (12) hours off duty each day for three (3) days. This shift will repeat after three (3) days off duty. Firefighters hired after July 1, 2020 may be assigned to either the 12 hour or 24 hour suppression shifts. The 24 hour shift will maintain at least thirty six(36) 24 hour suppression personnel if any 12 hour suppression shift personnel are employed.
- B) The parties agree that this 12 hour suppression 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.
- C) During each 12 hour suppression shift, the time from 8:00 a.m. (0800 hours) to 8:00 p.m. (2000 hours) will be utilized for emergency response duties and the performance of the non- emergent daily duties and tasks as prescribed through standard operating procedure issued by the Fire Chief
- D) While maintaining the interest of the daily workload and departmental objectives, members may engage in a reasonable rest break with the permission of the officer-in-charge, or designee.

- E) Suppression firefighter(s) working the 12 hour suppression shift may be assigned to the support staff shift schedule for light/alternate duty assignments as well as during the initial probationary period not to exceed sixty (60) days with the approval of the Fire Chief.
- F) Employees may request light duty when they are unable to complete fire suppression duties due to an injury or illness that is not work-related. In this case, available hours are not guaranteed and the employee will earn their standard suppression hourly rate. Their pay rate will not be converted to a 2080 hour rate but they will be assigned to the support staff shift.
- G) When adding fire protection positions (increasing FTEs) to the fire department, those positions will be added and assigned alternately. The initial position will be a 24 hour suppression shift position. The next will be a 12 hour suppression shift position, and so on.
- H) In the event of a reduction in force (i.e. layoffs), one position will be reduced from the 12 hour suppression shift followed by a reduction of a position in the 24 hour suppression shift and so on. The firefighters with the least seniority will be reduced first. Firefighters may be required to move shifts to ensure that in the case of a reduction in force, that half of the positions reduced are from the 24 hour shift and half from the 12 hour shift.

FIRE PREVENTION & INVESTIGATIONS BUREAU STAFF SCHEDULE

- A) The FPIB staff 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) 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.

Section: 22

Section Title: Uniforms and Protective Equipment

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.

The City agrees to provide laundry service in the stations for use by members to launder uniforms. The City further agrees to provide dry cleaning, at no cost to the employee, for dress uniforms used by suppression and FPIB staff.

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 calendar days of the occurrence, the employee, or the Union, shall submit the grievance in writing to the Chief, who will have five (5) calendar days to schedule a meeting to discuss the grievance.

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

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

STEP 3 - If the grievance is not settled at step 2, the parties will jointly contact a mediator. If there is a cost associated, the parties will equally share costs. This step may be skipped if mutually agreed upon.

STEP 4 - If the grievance is not settled at step 3, 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 1-2).

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

All members of the bargaining unit will receive \$16.71 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: 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 BC ranking will remain with one of the three BC's until all other promotional processes have been completed.

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 of 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. Upon completion of candidate interviews, the Selection Board will rank the candidates and provide the chief or designee with the results.

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 combine the BC's ranking and the Selection Board's ranking to determine the candidates that will move on to the Fire Chief's final interview. The Fire Chief retains all management rights and responsibility as to the final selection. All above listed information is for recommendation only. The Selection Board's ranking and BC ranking are valid for up to 12 months.

Section: 32

Section Title: Fire Prevention & Investigations Positions

Vacant positions in the Fire Prevention & Investigations 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 & Investigations 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 & Investigations 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 & Investigations 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.

Section: 33

Section Title: Discipline

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.

Section: 34

Section Title: Duration of Agreement **move to end of contract

This agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until June 30, 20214.

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.

Appendix A

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 may be 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

Section: 34

Section Title: Duration of Agreement **move to end of contract

This agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until June 30, 20214.

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.

Appendix A

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 may be 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.

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.