



2023 - 2027

AGREEMENT BETWEEN

CITY OF MISSOULA

AND

LOCAL#271

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



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AGREEMENT

THIS AGREEMENT, Made and entered into this day of December 2023, by and between the CITY OF MISSOULA, MONTANA, hereinafter referred to as "Employer", and Local #271, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "Union

ARTICLE 1: PURPOSE

- 1.1 In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana state statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, fringe benefits, and other conditions of employment.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department, except the Chief, Assistant Chiefs, newly hired Firefighters with less than 90 days of employment, Mobile Support Team EMTs, and administrative support positions.

ARTICLE 3: UNION MEMBERSHIP

- 3.1 The Employer recognizes the lawful rights of members of the Union to self-organize, join, and support the Union for the purpose of engaging in collective negotiations and other lawful concerted activities and for mutual aid and protection. All Employees covered under the terms of this Agreement may voluntarily join the Union. The City of Missoula, including its directors, managers and supervisors, shall remain neutral on the issue of whether any Employee should join the Union or otherwise participate in Union activities. New employees will be given a Union orientation within their first 30 days of employment by a designated Union representative(s).
- 3.2 Any member of the bargaining unit may authorize the Employer to deduct from their pay the amount of dues or fees charged by the Union. This authorization must be in writing and forwarded to the Human Resources office by the cutoff date for the payday when it is to become effective. The Employer agrees to implement all the terms of dues-checkoff authorizations submitted to the Employer by the Union and agreed to by the employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.
- 3.3 Any Employee may revoke a written authorization for payroll deductions in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after Employer receives written confirmation from the Union that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. Employer will refer all Employee inquiries regarding the Union's revocation process to the Union. Employer may answer any Employee inquiry about process or timing of payroll deductions.

- 3.4 The Union shall indemnify, defend, and hold Employer harmless against any claims made and any suit instituted against Employer as a result of payroll deductions from Employees for Union dues, fees, and assessments provided such deductions were made in accordance with Employer's good- faith reliance on the terms of a written payroll deduction authorization and at the direction of the Union.
- 3.5 Officially designated representatives of the Union shall be given time off with pay to attend Union business as herein provided:
- 3.5.1 Not more than three (3) members of the union negotiating team to attend negotiating sessions with employer representatives.
- 3.5.2 Two (2) Official Union representatives for any meeting with the employer concerning this agreement. This provision includes meetings with the employer to discuss alleged grievances. This provision does not preclude more than two official Union representatives (elected or appointed), determined by the Chief or their designee, from being present at said meetings.
- 3.6 Employees elected or appointed to Union office shall be granted reasonable time to perform their Union functions, including attendance at conventions, conferences, legislative assemblies, and seminars. Time off for these functions shall not result in additional expense to the Employer. It shall be the responsibility of the Union and the Employee to provide for their replacement on shift during such absences. The Employer will cooperate to the fullest extent with the Union in an endeavor to schedule time off. Union representative(s) with the approval of the Fire Chief or their designee may schedule time off their designated shift as long as Missoula Fire Department shift manpower requirements are maintained and pre-scheduled vacation, Holiday, and other compensatory time off commitments are honored.
- 3.7 The Employer agrees to allow the Union to place a bulletin board in each station. The Union shall limit its posting of notices and bulletins to such bulletin boards. The use of the City's e-mail system shall be in accordance with City administrative rules.
- 3.8 Employees elected or appointed to Union office shall be allowed use of department facilities and equipment in the performance of their Union duties, when such use does not interfere with the regular operation of the Department. Such use of facilities and equipment shall not result in additional expense to the Employer. The Employer will cooperate to the fullest extent with the Union in scheduling such use.

ARTICLE 4: NONDISCRIMINATION

- 4.1 The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment, in violation of law.
- 4.2 Any discrimination claim shall be filed with the Employer as soon as possible following the discriminatory act, or last act if the alleged discrimination occurred as a series of acts over an extended period of time. This claim shall be made through the Missoula Fire Department chain of Command or City of Missoula Human Resource Department .
- 4.2 It is understood that this provision does not affect anyone's right to file a discrimination claim with the Montana Human Rights Commission.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.1 The Union recognizes the prerogative of the Employer to operate its affairs in accordance with its responsibilities to the citizens of Missoula and in such areas as, but not limited to:
1. Directing employees;
 2. Hiring, promoting, transferring, assigning, and retaining employees;
 3. Relieving employees from duties because of lack of work or funds or under conditions where continuance of such work would be inefficient and non productive;
 4. Maintaining the efficiency of governmental operations;
 5. Determining the methods, means, job classifications, and personnel by which the government operations are to be conducted;
 6. Taking whatever actions may be necessary to carry out the mission of the agency (City of Missoula) in situations of emergency; and
 7. Establishing the methods and process by which work is to be performed.

ARTICLE 6: COMPENSATION

- 6.1 Effective July 1, 2023, through June 30, 2027, salaries for bargaining unit members covered under this contract are contained in Appendix A which is attached and shall form a part of and be subject to all of the provisions of this Agreement.

ARTICLE 7: HEALTH INSURANCE

- 7.1 The health insurance and dental insurance are set out and attached as Appendix B, which shall form a part of and be subject to all the provisions of this Agreement.

ARTICLE 8: LIABILITY INSURANCE

- 8.1 The Employer shall provide liability insurance protection for every member of the bargaining unit responsible for the operation of fire equipment and other duties assigned while acting within the course and scope of their employment, pursuant to State Law, where applicable.

ARTICLE 9: PREVAILING RIGHTS

- 9.1 All rights and privileges held by the employees at the present time which are not included in this Agreement shall remain in force, unchanged and unaffected in any manner.

ARTICLE 10: RULES, REGULATIONS and DISCIPLINARY ACTION

- 10.1 The Union agrees that its members shall comply in full with Missoula Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.
- 10.2 The Employer encourages input from all its employees and agrees that proposed rules and regulations, (including changes to existing rules and regulations), which affect the department will be provided for employee review and comment prior to implementation.
- 10.3 Employees may be disciplined or discharged for just cause. For other than serious infractions, discipline should be applied at progressive and escalating levels. The level or degree of discipline imposed shall be appropriately based on the severity of the offense, and the employee's prior record of discipline.
- 10.3.1 Disciplinary actions or measures may include the following:
- (1) Verbal reprimand;
 - (2) Written reprimand;
 - (3) Suspension without pay;
 - (4) Demotion;
 - (5) Termination
- 10.3.2 The provisions of this section shall not prevent the Employer from ordering other remedial action.
- 10.4 Verbal Reprimands:
Battalion Chiefs and above have the authority to issue verbal reprimands for violation of City or Department policies, expectations or for improper conduct. These verbal reprimands should be documented in memo format and issued to the employee and filed in the employee's personnel file at the Human Resources office.
- Documentation of a verbal reprimand will remain active in the employees personnel file for a period of six (6) months. After six (6) months, the original verbal reprimand will be removed from the employee's personnel file. A verbal reprimand would normally be given for a first offense violation for a less serious violation of policy or expectation. Oral coaching by Captains, Battalion Chiefs or above are not the same as a formal verbal reprimand.
- 10.5 Written Reprimands:
The Fire Chief or designee have the authority to issue written reprimands to employees who violate City or Department policies, expectations or for improper conduct. These reprimands must be documented in the employee's personnel file at the Human Resources office.
- A written reprimand will remain active in the employee's personnel file for a period of one (1) year. After one (1) year, the original written reprimand will be removed from the employee's personnel file and notification given to the employee.
- 10.6 Suspension Without Pay, Demotion and Termination
Prior to the imposition of suspension without pay, demotion, or termination, the employee shall be informed in writing of the charges against him/her, of the possible disciplinary actions that may be taken, and of the time, date and place at which the employee will be given the opportunity to respond to the charges in a Due Process Meeting. Fire Fighters under 1 year of service can be terminated at will.

The Fire Chief and/or Assistant Chiefs and a representative from Human Resources will attend the Due Process Meeting and allow the employee to respond to the allegations prior to discipline being issued.

Prior to discipline being issued, the Fire Chief must consult with the Human Resources Director or their designee and provide the following information regarding the personnel matter. Name of the employee, dates of the violation, details of the violation, evidence collected in any investigation and proposed penalty.

Written notices of suspension without pay and demotion will remain in the employees personnel file for three (3) years.

Termination notices will remain in permanent personnel file. The Human Resource Director and the Mayor or their designee shall be notified of any termination.

- 10.7 The employee and the employee's representative with the employee's written authorizations shall have the right to inspect the full contents of their personnel file in the Human Resources Department. Such request must be made with advance notice to the HR Department. No written reprimand or other written record of imposition of any disciplinary action may be placed in an employee's personnel file unless both the employee and Local 271 have received written notice of the discipline letter. The employee shall be required to sign or be witnessed to have refused such signature the written record of discipline as an acknowledgment that he/she has read the contents of the document.
- 10.8 No employee shall be demoted except for just cause. Any employee who has been demoted will be eligible for promotion after 12 months from the date of demotion and upon completion of a Performance Improvement Plan (PIP). Any demotion shall not cause any loss in departmental seniority.

ARTICLE 11: SHIFT TRADES

- 11.1 Employees shall have the right to trade shifts when the trade does not interfere with the best interests of the Missoula Fire Department, as determined by the Fire Chief or their designee. In no event shall shift trades result in the application of overtime pay provisions of this contract or require payment for working out of classification. The Employer assumes no obligation to ensure repayment of time for those involved in shift trades. Employees scheduled as a replacement for approved shift trades accept full responsibility for that shift.

ARTICLE 12: CLOTHING ALLOTMENT AND ALLOWANCE

- 12.1 Each probationary employee shall be furnished with clothing items and accessories during the first year of service. All clothing items shall be either new or in excellent condition such that they are attractive in appearance, serviceable and safe. The items to be issued by the City during the first year of service are identified in Appendix E (Clothing Allotment) of this agreement.
- 12.2 Confirmed firefighters shall be furnished one complete Class "A" uniform, as identified in Appendix E (Clothing Allotment) of this agreement. These items shall remain the property of the Employer for the first five years of service. Maintenance, inclusive of tailoring, insignia and button attachment, and proper cleaning will be the responsibility of the employee.
- 12.3 Protective clothing or protective devices required of employees in the performance of their duties shall be furnished to the employees by the Employer. This shall include items identified in Appendix E (Clothing Allotment) of this agreement. The Employer will purchase and provide for the maintenance of

turnouts for all employees and coveralls for department mechanics.

- 12.4 The Employer agrees to repair or replace any uniform item, and any accessory as listed and described in Appendix E, or authorized in writing by the Fire Chief, which in the determination of the Chief, has been damaged or destroyed in the line of duty. The Chief may make allowances for normal wear in making such determination.
- 12.5 Employees shall receive a clothing allowance issued no later than September 1 of each fiscal year in the following amounts:

FY24 \$754	FY25 \$777	FY26 \$800	FY27 \$824
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- 12.6 Clothing purchased by employees with the clothing allowance shall conform to minimum standards as determined by the Fire Chief or their designee.
- 12.7 All employees shall maintain a complete set of regulation uniforms at all times.

ARTICLE 13: HOURS OF WORK

- 13.1 A block of work for Operations employees shall be two (2) ten-hour shifts and two (2) fourteen hour shifts in an eight (8) day period.
- 13.2 An eight (8) day period is the basic unit of the 10-14, four platoon Operations schedule, beginning with a ten (10) hour day shift (8 a.m. to 6 p.m.) and a successive fourteen (14) hour night shift (6 p.m. to 8 a.m.), twenty-four (24) hours off-duty, a second ten (10) hour day shift (8 a.m. to 6 p.m.) and successive fourteen (14) hour night shift (6 p.m. to 8 a.m.), and ending with one hundred twenty (120) hours off-duty time. The eight (8) day period is then repeated.
- 13.3 All Operations personnel are expected to work their assigned shift and station on a consistent basis. Shift trades that result in three or more consecutive shifts worked are not advisable on a frequent basis.
- 13.4 Upon receiving permission from the employee, the Fire Chief or their designee may temporarily assign employees in order to maintain emergency response capability, subject to the following conditions:
 - 13.4.1 All temporarily assigned work over the regularly scheduled shift shall receive compensation under Article 14, Section 14.1.
 - 13.4.2 All temporarily assigned work under the regularly scheduled shift will not result in a loss of regular salary.
- 13.5 The work week for Staff employees shall be forty (40) hours. All Staff employees shall work the same shift, whether it be five (5) eight-hour shifts or four (4) ten-hour shifts, as determined by the Fire Chief. With the approval of the Fire Chief, Staff employees may flex their work schedule within the same work week. Staff employees temporarily assigned to Operations shifts for work periods less than the Operations work week described in Section 13.1 above shall receive overtime pay (one and one-half (1-1/2) times their regular hourly rate) for hours worked over their regularly scheduled shift. Staff employees temporarily assigned to Operations for an Operations work week (as defined in Section 13.1 above) or longer shall receive overtime pay only for hours worked over the regular 10-14, four platoon work schedule (as outlined in Section 13.2 above.)

ARTICLE 14: OVERTIME PAY

- 14.1 In the event that the need for overtime should occur in the Missoula Fire Department because of emergency, sickness or other unforeseen circumstances, overtime shall be paid at one and one-half (1-1/2) times the regular rate of pay. Any time worked in excess of the regularly scheduled shift will be paid as overtime.
- 14.2 Hold over: Employee held over past the end of their regularly scheduled shift.
 - 14.2.1 Employees held over for up to thirty (30) minutes shall receive compensation for a minimum of one-half (1/2) hour at one and one-half (1-1/2) times the regular rate of pay.
 - 14.2.2 Employees held over more than thirty (30) minutes shall receive compensation for a minimum of two (2) hours at one and one-half (1-1/2) times the regular rate of pay. Upon requesting and receiving permission from the Fire Chief or their designee, employees may be relieved of duty before completion of the two (2) hour minimum. Employees relieved of duty before completion of the two (2) hour minimum will receive pay at one and one-half (1- 1/2) times the regular rate of pay for actual time on duty.
- 14.3 Prescheduled: Employees working a partial overtime shift or special assignment with advanced notice will be paid a minimum of 2 hours of overtime.
- 14.4 Emergency: All employees covered by the terms of this Agreement who are called back to work for an emergent, unforeseen circumstances off-duty shall be paid at least three (3) hours minimum.
 - 14.4.1 The time the employee is to be paid will be calculated from the time the employee accepts the emergency call back from the hiring officer. Upon requesting and receiving permission from the Fire Chief or their designee, employees may be relieved of duty before completion of the three (3) hour minimum.
- 14.5 Overtime Call back list: An overtime call back list shall be maintained by the Department.
- 14.6 An employee injured while on a shift requiring payment of overtime as provided herein shall remain on time and one-half pay until the next regularly scheduled shift begins or until the employee would have normally been released by the officer in charge.
- 14.7 Employees mandated by subpoena to appear on their off-duty time at inquiries, hearings or in court for matters which arise in connection with the employee's performance of duty shall be compensated at the overtime rate of pay for actual time in appearance with a two-hour minimum, when working outside the normal work schedule. All expert fees and/or witness fees paid for an employee's appearance while on overtime shall be submitted to the City.
- 14.8 Compensatory time, in lieu of overtime, may be granted by the Fire Chief or their designee for attendance at educational classes, seminars, or training sessions, when the Fire Chief or their designee determines such training is necessary for the effective operation of the department. Accumulated compensatory time in excess of one hundred twenty-five (125) hours as of the end of each calendar year, and unscheduled as time off by the employee before March 1 will be assigned as time off by the Fire Chief or designee to be used by end of March. Compensatory time accruals shall not exceed two hundred fifty (250) hours without written authorization from the Fire Chief. If an employee is authorized to accrue over 250 hours, any hours over 480 would be required to pay as overtime cash payment. Per Fair Labor Standards Act, Comp time shall not be forfeited by the employee without compensation. Individual Union members' training and other compensatory time opportunities may be

denied or restricted by the Fire Chief or designee in order to comply with this maximum accrual limit.

14.9 All employees shall be paid a monthly salary per Article 6 (Appendix A). Monthly salaries may be paid on a semi-monthly or bi-weekly basis based on the City's payroll procedures. An hourly wage is computed for all employees in order to calculate rates for billing outside agencies and to calculate overtime pay. Hourly wage calculations shall include all certification pay and the \$165/month health insurance allowance. Hourly wage calculations for Operations employees working the 10-14, four platoon schedule shall be based on a 42-hour work week.

14.9.1 Hourly wage calculation - 40 hour (Staff) employees:

[(Monthly Base Salary) + (Monthly Longevity) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 40 hours

14.9.2 Hourly wage calculation - 42-hour (Operations) employees:

[(Monthly Base Salary) + (Monthly Longevity) + (Monthly Certification Pay) + (Health Insurance Allowance)] X 12 months / 52 weeks / 42 hours

ARTICLE 15: BATTALION CHIEF (BC) ON-CALL PAY

15.1 A battalion chief who is on-call shall be paid \$100 for a 24-hour period. If the 24-hour period is split (such as a 10-hour shift followed by a 14-hour shift), each on-call battalion chief shall be paid \$50.

15.2 An on-call battalion chief who is called back to duty shall be paid as provided for in Article 14.

15.3 On-call battalion chiefs must be available to respond within 30 minutes.

ARTICLE 16: VACATION TIME

16.1 Each regular full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks X 40 hours) shall be used for Staff personnel and 2,184 hours (52 weeks X 42 hours) shall be used for Operations personnel, both shall equal one year. Vacation leave credits earned shall be credited bi-weekly. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

16.2 Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule which applies to the total years of an employee's employment with the City, whether the employment is continuous or not:

Years of Employment	Vacation Earned	Staff (40hr)	Operations(42hr)
1 day through 10 years	.05769 for each hr worked	10 hrs/mo	10.5 hrs/mo
10 years through 15 years	.06923 for each hr worked	12 hrs/mo	12.6 hrs/mo
15 years through 20 years	.08076 for each hr worked	14 hrs/mo	14.7 hrs/mo
20 years on	.09230 for each hr worked	16 hrs/mo	16.8 hrs/mo

16.3 Accumulated vacation time will be taken at the rate of hour for hour.

16.4 Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay

unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. The department shall provide reasonable opportunity for employees to use, rather than forfeit accumulated vacation leave. Upon termination of employment, any employee will be paid for any unused vacation leave credits at the rate of pay in effect at the time of the termination.

- 16.5 Annual vacation leave selections for Operations personnel shall be in the order of seniority with the senior member selecting first in each round.
- 16.5.1 The first of three rounds of vacation selections shall begin by no later than November 1st.
- 16.5.2 One member from each shift may schedule vacation from January 1st through January 15th Two members from each shift may schedule vacation from January 16th through June 30th Three members from each shift may schedule vacation from July 1st through December 31st
- 16.5.3 Vacation selections shall be for full blocks. If a block overlaps two time periods as identified in subsection 16.5.2 above, the number of members that may schedule vacation shall be the greater permitted between the two time periods. Example: For a block that runs June 28 Day /June 29 Day/June 30 Night/July 1 Night, three members may schedule vacation.
- 16.5.4 The date of the start of each shift shall be used to determine overlap. Example: For a block that runs June 27 Day/June 28 Day/June 29 Night/June 30 Night, only two members may schedule vacation even though the June 30 night shift ends at 0800 on July 1.
- 16.5.5 Cancellation of leave: An employee requesting to cancel scheduled leave shall notify the hiring officer at least 24 hours before the start of the shift.
- 16.6 Operations member may voluntarily offer a vacation selection with another member who agrees to utilize the selection. Member cannot cancel once the trade has been accepted, except for job protected reasons.
- 16.7 An opener for 16.5.2 shall occur if Operations workforce is expanded by more than 10%

ARTICLE 17: HOLIDAYS

17.1 The following holidays are those generally recognized and observed:

New Year's Day	Indigenous Peoples' Day
Martin Luther King Jr Day	Veteran's Day
President's Day	General Election Day
Memorial Day	Thanksgiving Day
Juneteenth National Freedom Day	Christmas Day
Independence Day	
Labor Day	

- 17.2 In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay only one condition need be met:
- 17.2.1 Any day declared a national holiday for all government subdivisions within the entire nation by the Congress of the United States.
 - 17.2.2 Any day established a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; and
 - 17.2.3 Any day established as a legal holiday for all city government employees by the City Council of the City of Missoula.
- 17.3 Employees who regularly work eight (8) hour shifts shall receive eight (8) hours of holiday time for each holiday. Employees who regularly work ten (10) hour shifts or greater shall receive holiday time at ten (10) hours for each holiday.
- 17.4 Operations employees who work on any of the following holidays listed in this paragraph shall be paid holiday pay for each hour worked on the holiday up to a maximum of ten (10) hours of holiday pay. Holiday pay shall be paid at a rate of one and one-half times the employee's total hourly wage.
- 17.5 Holiday pay for employees working overtime on the holidays listed below will be paid at two times the employees total regular hourly wage:
- (1) Independence Day
 - (2) Thanksgiving
 - (3) Christmas
 - (4) New Year's Day
 - (5) Effective 7/1/2024 Labor Day shall be added to this list
- 17.6 It is understood and agreed that the holiday time shall not be accumulated in excess of Two Hundred (200) hours. Employees who have reached the maximum accumulation at the end of any calendar year shall have until March 31 of the following year to use the excess. Any accumulated holiday time in excess of two hundred (200) hours not so used shall be forfeited.
- 17.7 Holiday time shall be accrued in a leave bank that is separate and distinct from any approved compensatory time earned in lieu of overtime under the Fair Labor Standards Act (FLSA), which is covered under Article 14.
- 17.8 Staff employees will receive either holiday comp-time benefits for working on the day the holiday is observed, or for working on the actual holiday, but not both. Holiday Comp is not required to be used within a certain time frame when the employee is under the max allowed accrual.
- 17.9 Any full-time Staff employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off in addition to the employee's regularly scheduled day off.

ARTICLE 18: SICK LEAVE

18.1 Any employee incurring a sickness or disability which renders them unable to perform their duties shall be entitled to use accrued sick leave with full pay. In the event of sickness or disability in the employee's immediate family, the employee shall be entitled to use accrued sick leave with full pay. The immediate family shall be defined as mother, father, brother, sister, spouse, and children of the member. In the event of a death in the immediate family of the member or their spouse, reasonable sick leave shall be granted. This clause shall include the grandfather and grandmother of the member and their spouse.

Sick leave may be used for reasons defined in this article as well as otherwise approved by the Chief/AC or their designee.

18.2 Effective 7/1/2023, for members of the Union, sick leave shall be earned at the rate of eight (8) hours per month for staff scheduled 40-hour weeks and 8.4 hours per month for staff scheduled 42 hour weeks. Sick leave shall be used at the rate of hour for hour for the number of hours the employee is not at work due to illness.

18.3 Effective 7/1/2023 new hires will receive a lump sum of 24 hours of sick leave after 90 days of employment in addition to the regular accrued leave.

18.4 Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Abuse of sick leave may be cause for progressive disciplinary action and forfeiture of lump sum sick leave payments in accordance with 2-18-618 MCA.

18.5 Employees shall be compensated in cash for twenty-five percent (25%) of any unused accumulation of sick leave when they are permanently separated from the service (resignation, death, retirement, or discharge) or retiring employees may utilize their respective sick leave lump-sum payment pursuant to section 2-18-618 MCA, which is equal to one-fourth of the pay attributed to the accumulated sick leave to contribute to a future health insurance premium payment plan or Voluntary Employee Benefit Account (VEBA) established under a qualified tax exempt trust organization to assist public employees, their qualified dependents, and their qualified beneficiaries with paying for qualified health costs. The conversion of this accumulated sick leave lump sum payment shall be at the monetary conversion rate set forth in section 2-18-618 MCA for the sick leave lump sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. Under no circumstance may the separated employee, their spouse or dependents receive any of the designated amount in cash or other benefits.

18.6 Any member of the bargaining unit assigned to a less strenuous position due to health or disability shall receive all compensation and fringe benefits, including accumulation of seniority, attached to the employee's regular position during the term of the assignment.

18.7 Any member who dies in the line of duty, which is defined as during active assignment while performing paid work for the City of Missoula, shall have 100% of sick leave balance paid in final paycheck.

ARTICLE 19: TEMPORARY CLASSIFICATIONS

- 19.1 Employees in classifications below Captain who are assigned responsibilities of Captain for a period of ten (10) or more consecutive hours shall be compensated for those hours at the higher classification according to their years of service. This compensation is referred to as higher classification (Hi-C) pay.
- 19.1.1 Employees in classification below Captain are only eligible to be assigned responsibilities of Captain if they are at minimum:
- Rank of Fire Fighter 1st Class
 - Completed and signed MFD Acting Captain task book
 - Completed the MFD “In House” officer development training.
- 19.1.2 Employees in the classification below Captain who are assigned responsibilities of a qualified Strike Team Leader (STEN), Safety Officer, Planning Section Chief, Logistics Section Chief, or Finance Section Chief for an MFD All Hazard Assignment shall be compensated for those hours at the classification of Captain. Trainees for any of the above-mentioned positions will be compensated at their normal rate.
- 19.2 Employees in classifications below Battalion Chief who are assigned responsibilities of Battalion Chief for a period of ten (10) or more consecutive hours shall be compensated for those hours at the higher classification according to their years of service.
- 19.2.1 Employees in classification below Battalion Chief are only eligible to be assigned responsibilities of Battalion Chief if they are at minimum:
- Rank of confirmed Captain
 - Completed the MFD “In House” Battalion Chief development training
 - Completed and signed MFD Acting Battalion Chief task book
 - Completed a minimum of four (4) “ride-a longs” with an MFD Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A “ride-along” will be one (1) day shift.
- 19.2.2 The requirement of four (4) “ride-a longs” with a MFD Battalion Chief, shall be compensated at the employees overtime rate.
- 19.2.3 Employees in classification below Battalion Chief who are assigned responsibilities of qualified Task Force Leader (TFLD), ICT3, Operations Section Chief, or Division Supervisor (DIVS) for an MFD All Hazard Assignment shall be compensated for those hours at the classification of Battalion Chief.
- 19.2.4 Any employee working as a Trainee, will be paid at the ICS level below which is required for the training assignment.
- 19.3 Employees working overtime who are assigned responsibilities of a higher rank for an overtime period of ten (10) or more consecutive hours shall be compensated for those hours at the overtime rate of the higher classification according to their years of service.
- 19.4 In accordance with department past-practices, the Fire Chief shall evaluate and make determinations on requests for light-duty on a case-by-case basis for members temporarily unable to perform their job duties and/or requiring rehabilitation. Light-duty assignments are intended to utilize the skills of injured or ill members, reduce injury costs, and keep injured members involved with the department during rehabilitation. During a

light-duty assignment, the member may be assigned to a Peer Fitness Trainer to assist with the member's rehabilitation.

ARTICLE 20: VACANCIES - PROMOTIONS

- 20.1 When a job position vacancy occurs in any position it shall be filled within forty-five (45) days, unless otherwise mutually agreed. Filling of all vacancies to be in accordance with provisions of the City of Missoula Personnel Policies adopted by Administrative Rules and Appendix C (promotion policy) of this agreement.

ARTICLE 21: LAYOFFS/REDUCTIONS

- 21.1 A reduction in personnel causing layoffs of employees within this bargaining unit shall require written notice to the individual(s) affected at least fifteen (15) business days in advance of the layoff date.
- 21.2 Layoffs, if necessary, shall be in order of seniority (last hired, first released) and recall shall also be in order of seniority (first released, last rehired). No new employee(s) shall be hired until the laid off employee(s) has been given the opportunity to return to work. The City shall, prior to hiring any new personnel, recall individuals laid off. Such recall will be made by the mailing of a certified letter, return receipt requested, the last known address of the subject.

The City may require the successful completion of a physical examination prior to reinstatement following a layoff in excess of twelve (12) months.

- 21.3 Any layoffs, reductions, or demotions (voluntary or involuntary) that result in causing an employee to lose classification, will not affect in an additional reduction in classification pay to another employee.
- 21.4 The employee shall be given a complete physical examination when he/she is laid off, and upon recall to duty, must be reasonably able to meet the aforementioned physical standard.

ARTICLE 22: SENIORITY

- 22.1 Seniority shall be determined by continuous service in the Missoula Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge, or retirement. The Missoula Fire Department shall establish and maintain a seniority list, and it shall be brought up to date January 1st of each year and immediately posted, either on the bulletin boards in all stations or electronically.

ARTICLE 23: SAFETY AND HEALTH

- 23.1 The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety. Four Union representatives designated by the union and up to four Employer representatives designated by the Fire Chief shall comprise the Safety Committee.
- 23.2 The Committee will meet when either party determines an issue of sufficient importance exists to convene

a meeting. The committee shall meet at least once each quarter.

- 23.3 The Committee is to study and recommend safety rules, equipment and practices, including, but not limited to, manning of companies. All recommendations shall be in writing and copies submitted to the Employer and the Union.
- 23.4 The Employer and the Union agree to cooperate to the fullest extent in the promotion of wellness & fitness. Up to five Union representatives designated by the Union and two employer representatives designated by the Fire Chief shall comprise the Wellness-Fitness Committee. The Wellness-Fitness Committee, working within the limitations of the adopted fire department Wellness-Fitness Program budget, shall oversee the adoption, implementation & ongoing administration of the Wellness- Fitness Program as outlined in Appendix D (Wellness-Fitness Program) of this agreement.

ARTICLE 24: PROFESSIONAL DEVELOPMENT

- 24.1 Education leave shall mean employees attending job-related courses at an accredited vocational or post-secondary educational institution for up to eight (8) credit hours per academic year.
 - 24.1.1 Education leave with pay may be granted to any employee, with the department head's approval, after 6 months of continuous employment.
 - 24.1.2 The department head shall forward a notice of the education leave to the Personnel Office and to the Mayor (or their designee) outlining the length of leave, person(s) involved, and approximate cost to the Employer.
 - 24.1.3 Employees on education leave will report back to work for the balance(s) of their working day after scheduled classes is/are over and within a reasonable time allowed for travel. If class times are other than the employee's scheduled working hours, there will be no time off with pay.
- 24.2 The Employer, upon receiving evidence of satisfactory completion of approved job-related courses, will reimburse the employee for tuition and books for up to \$1000.00 per fiscal year.
- 24.3 Reimbursement of funds to the employee may be subject to City budget constraints. Individual firefighters and Union representatives are encouraged to submit proposals for reimbursable educational and training courses to the fire department administration pursuant to the City's educational reimbursement policy. Such requests should be made during the first ninety (90) days of each calendar year in order to allow fire department administration to include such requests in their budget for the new fiscal year. By September 1st, the Employer shall notify each firefighter who submits a request for funds for reimbursable education and training courses of their acceptance, or the reasons for denial. Notifications shall be in writing.
- 25.5 The Training Task Force (TTF) will oversee the development and implementation of the Officer Development Program (ODP). The Training Task Force is directed to study, formulate, substantiate, recommend and oversee the training/educational program for the Officer Development Program. Decisions made by the TTF shall be consensus

ARTICLE 25: GRIEVANCE PROCEDURE

25.1 Any grievance or dispute which may arise, including the interpretation of this Agreement, shall be settled in the following timely manner:

Step 1. In the event an Employee has a grievance, he/she shall, within sixty (60) calendar days of the grievance's occurrence, notify the Union in writing of their grievance.

This notification shall include the following:

- (1) Name of the grievant(s)
- (2) Date(s) and time(s) of the occurrence(s) giving rise to the grievance.
- (3) The relevant facts upon which the grievance is based.
- (4) Terms of this agreement applicable to the grievance, if any
- (5) Remedy sought

The Union shall notify the Chief and City Human Resources Director within seven (7) calendar days of receiving a grievance and proceed to determine if a grievance may exist. If the Union determines that a grievance may exist, the grievance committee shall, within thirty (30) days of receiving the grievance and either with or without the employee, present the grievance during labor management committee (LMC) to informally discuss the issue with intent to resolve. If the matter is not able to be resolved within seven (7) calendar days from discussing with LMC the Union may forward the grievance, in writing, to Step 2.

Step 2. The Union shall present the grievance in writing to the Chief of the Department, or another individual designated by the Chief. The Union's presentation of a grievance to the Chief or designee shall contain the same information as listed above (Step 1, 2 - 5). The Chief of the Department/designee shall reply to the Union within ten (10) calendar days from receipt of the written grievance.

Step 3. If the Union is dissatisfied with the Chief's response, they may advance the grievance to the Mayor or designee and Human Resources Department within twenty (20) calendar days by submitting the original grievance, Chief's response to the grievance and a written request for the Mayor to review. The Mayor, or designee, shall hold a meeting within thirty (30) calendar days with the Union to ask questions and hear the verbal presentation of the matter. The Mayor, or designee shall have ten (10) calendar days after the hearing to respond to the grievance in writing.

Step 4. If the Union is dissatisfied with the Mayor's response to the grievance, the Union may elect to advance the grievance to the final and binding step of Arbitration by submitting written notice to the Chief and Human Resources Department within ten (10) calendar days from the receipt of the Mayor's response. In the event the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the date the Employer receives notice that the grievance is being referred to arbitration, the Montana Board of Personnel Appeals shall be requested by the Union within ten (10) additional calendar days to provide a list of seven (7) qualified arbitrators. (A) Upon receipt of the list by the Employer and Union, in a period not to exceed seven (7) calendar days, each party shall alternatively strike one name (a coin toss shall determine which party strikes the

first name) until one remains. That person shall be designated the arbitrator. Prior to striking names, the Employer and the Union shall each have the right to reject one complete list. A party rejecting a complete list shall request a new list of arbitrators as soon as possible.

(B) The arbitrator will schedule a date, time, and location of the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties.

- 25.2 Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.
- 25.3 In the event either party to the arbitration wants a transcript of the proceedings, the party requesting the transcript shall pay all costs of such transcript
- 25.4 Extensions to dates after Step I may be made upon mutual agreement between the Employer and the Union.
- 25.5 Timeline Summary:
- Grievant 60 calendar days to file
 - Filed with Union – 7 calendar days to notify Chief/HR
 - LMC and grievance committee has 30 calendar days to meet and discuss grievance
 - If issue cannot be resolved in LMC forward to Chief and HR (10 calendar days)
Reply due back to Union within ten calendar days
 - If grievance still exists Union forwards to Mayor/HR (20 calendar days)
 - Mayor or designee has 30 calendar days to meet with the Union
 - Mayor has 10 calendar days to provide response
 - If Union is dissatisfied with response, Union has 10 calendar days to respond to Mayor's response-send request to forward grievance to arbitration by notifying CHRO
 - Selection of arbitrator 10 calendar days

ARTICLE 26: SUPPLEMENTAL AGREEMENT

- 26.1 It is understood and agreed that this Agreement may be modified and amended with the consent of both parties. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other in writing of its desire to negotiate. The Union shall send its letter to the Mayor with copies to the Chief Administrative Officer, the Fire Chief, and Assistant Fire Chief. The Employer shall send its letter to the President of the Union, with copies to the Secretary of the Union, and the Union Executive Board members. Should either party, having been notified of the desire to negotiate a supplemental agreement, not respond within thirty (30) days of receipt of the certified letter requesting negotiations, the proposed language will be considered acceptable and binding on the other party. Supplemental agreements thus completed will be signed by the responsible representative of the Union and the Employer and become a part of this Agreement and subject to all of its provisions.

ARTICLE 27: AGREEMENT BINDING

- 27.1 Agreement binding on successors and assigns on both parties regardless of changes in management, consolidation, merger, transfer, annexation and location.
- 27.2 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 aspect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 28: DURATION OF AGREEMENT

- 28.1 This Agreement shall be effective as of the 1st day of July 2023, and shall remain in full force and effect until the 30th day of June, 2027. All fiscal considerations of this Agreement shall be based on the Employer's fiscal year.
- 28.2 This Agreement supersedes all prior agreements, memoranda of agreement, and letters of understanding previously entered into by the parties.
- 28.3 It shall automatically be renewed from year to year, unless either party shall have notified the other in writing at least sixty (60) days prior to the expiration date that it desires to modify the Agreement. In the event that such notices are given, negotiations shall begin no later than thirty (30) days prior to the expiration date.
- 28.4 Only those Articles, provisions, or items noted on either party's notice of modification shall be discussed or negotiated unless both parties agree that other or further Articles, provisions, or items may be discussed.
- 28.5 Unless otherwise mutually agreed, at the expiration date of this Agreement, unresolved issues shall be submitted to the following procedure:
- 28.5.1 The parties hereto shall mutually request Mediation by the Montana State Board of Personnel Appeals. Upon completion of Mediation, the unresolved issues shall be submitted to final and binding arbitration. An arbitrator shall be appointed in the following manner:
- 28.5.2 Within five (5) working days after the completion of mediation, the parties hereto shall jointly request a list of five (5) names from the Montana State Board of Personnel Appeals. The Employer and the Union shall determine by lot which party shall remove the first name from the list submitted by the board. The parties shall alternately remove two (2) names from the list within five (5) working days and the remaining name shall be the arbitrator.
- 28.5.3 Each party hereto shall submit to the arbitrator within four (4) working days after the appointment a final offer on the unresolved issues with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The parties may continue to negotiate all offers until an agreement has been reached or the arbitrator renders a decision. The

submission of the unresolved issues to the arbitrator shall be limited to those items that have been considered in mediation and upon which the parties have not reached agreement. Any item other than economic may be dismissed without decision and without recourse of the parties hereto. With respect to each remaining item, the arbitrator's award shall be restricted to the final offers on each unresolved issue submitted by the parties to the arbitrator. The arbitrator shall select and inform the parties hereto, in writing, within thirty (30) days after its meeting, as to the most reasonable offer, in its judgment, of the final offers on each unresolved issue submitted by the parties."

28.5.4 The determination of the arbitrator shall be final and binding on both parties.

28.5.5 The selections by the arbitrator and items agreed upon by the Employer and the Union shall be deemed to be the collective bargaining agreement between the parties.

28.5.6 The arbitrator shall give written explanation of its selection within thirty (30) days after completion of arbitration.

28.5.7 The fees and expenses of the arbitrator and all other costs of arbitration shall be shared equally. In consideration of the provision to subject all unresolved issues to final and binding arbitration, the Union agrees that no firefighter shall strike or recognize a picket line of any labor organization while in the performance of their official duties.

ARTICLE 29: SAVINGS CLAUSE

29.1 If any provision of this Agreement or 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 of this Agreement shall remain in full force and effect.

ARTICLE 30: LABOR/ MANAGEMENT COMMITTEE

30.1 There shall be a Labor/ Management Committee consisting of elected Union officers and Chiefs and/or assistant Chiefs. The Committee shall meet at least quarterly or as needed to discuss all matters of mutual concern. The Committee shall have all the authority to make recommendations to the Union and the Employer.

ARTICLE 31: TRAVEL

31.1 The Employer shall reimburse actual and necessary expenses associated with travel for department sponsored training or for job related travel approved by the Fire Chief or their designee.

31.2 Travel Authorization

31.2.1 All travel requires prior approval by the Fire Chief or their designee.

31.2.2 Transportation shall be the most economical and reasonable in terms of direct cost to the City.

31.3 Meals

- 31.3.1 Meals shall be reimbursed based on the most current rates set by the GSA, provided the employee is in a continuous "travel status" for more than three (3) hours.
- 31.3.2 Travel status is identified as that period beginning with departure time from place of employment or home and ending upon same. Actual time in travel status will be used for computing this allowance.
- 31.3.3 Provided meals paid through registration fees and commercial air fares shall not be reimbursed. Continental breakfasts or receptions will not be counted as meals even though they may be included as part of the registration cost. When an employee attends a training session or required business meeting during a scheduled meal, the employee may be paid for a meal. A conference schedule must be attached showing the meals provided.

31.4 Lodging

- 31.4 Lodging will be reimbursed based on the Federal GSA lodging rates by City with appropriate receipts.
 - 31.4.1 For travel either in or out of state, the employee shall be authorized the actual cost of lodging in a hotel which is the site of the conference, training, event, or the designated hotel. If the employee chooses to stay at another hotel rather than the designated hotel and there is a savings to the City, the actual cost will be allowed.
 - 31.4.2 If an employee is accompanied by a spouse, the lodging invoice must bear a notation signed by an authorized representative of the hotel as to the single room rate. The employee is responsible for the difference between the single and double occupancy rates.
 - 31.4.3 Lodging costs above the Federal rate (due to lack of availability) will be paid at actual cost to employee.

31.5 Transportation

- 31.5.1 Actual fares paid for air transportation, not to exceed coach rates, will be reimbursed with appropriate receipts. The cost of one checked bag will be reimbursed. All fares should be billed to the City, if possible.
- 31.5.2 If travel by automobile is determined to be appropriate in terms of cost and time, the employee will use a City-owned vehicle. If a City vehicle is not available, the use of the Employee's personal vehicle must be approved in advance by the Fire Chief or their designee.
- 31.5.2 City vehicles: Employee's using a City vehicle will obtain a City gas card or credit card to use for the purchase of gasoline. If the City gas card or credit card are not accepted and personal funds are used, a receipt for the gas must be obtained for reimbursement.

- 31.5.4 Personal vehicles: If using a personal vehicle when a City vehicle is not available, the employee will be reimbursed at the statutory mileage rate allowed by the Internal Revenue Service (IRS). If a city vehicle is available and the employee elects to use their personal vehicle or does not get advance approval to use their personal vehicle, the reimbursement will be for actual fuel cost. Receipts must be provided.
- 31.5.5 Taxi, Bus, Shuttle: Reimbursement for actual expense shall be allowed. Receipts are required.
- 31.5.6 Rental Car: The Employee must have prior approval from the Fire Chief or their designee to rent a vehicle. All costs of a rental vehicle should be determined in advance of travel.
- 31.5.7 When practical, employees shall carpool when attending the same training/conference.
- 31.5.8 When a City-owned vehicle is not available, carpooling must still be used or the employee's must agree to split the mileage.
- 31.6 Other costs which could be considered necessary and ordinary will be reimbursable, however, these items will be reviewed and approved separately.
- 31.7 Any reimbursement or cost that is a higher cost to the City than listed above must receive prior approval from the Fire Chief or their designee.
- 31.8 City of Missoula Administrative Rule 1 (Travel Policy) shall be referenced and adhered to for any travel costs, rules, or policies that are not mentioned in this article.

ARTICLE 32 OTHER LEAVE and CITY POLICIES

- 32.1 The City agrees to provide Local 271 union members all of the added leaves provided under Administrative Rule #4/Human Resource Policy Manual. Such leaves include, Military Leave, Jury Duty Leave, Public Office Leave, Volunteer Leave, Paid Parental Leave, Family Medical Leave, Donated Leave, and Leave Without Pay.
- 32.2 In addition to added benefits found in the leave policies, other polices such as work rules, harassment and more apply to all city staff, union and non union alike unless explicit language for such policies/rules is found in this Agreement.
- 32.3 If the City proposes a universal City policy (applicable to all City employees including firefighter and paramedics covered by this Agreement), the Employer shall provide the Union with draft policy language prior to finalization. The Employer shall provide a reasonable notice period (not less than 30 days) and opportunity to discuss permissive subjects or to bargain mandatory subjects. This provision does not include policies or procedures that would not ordinarily be discussed with the Union.

If the Union does not request discussions or bargaining, the Employer shall apply the adopted City policy to bargaining unit members, unless there are provisions in the Agreement that supersede or contradict such policy. The Union relinquishes no rights to bargain on terms or conditions of employment by this provision, and the

Employer waives no management rights.

The City will make an attempt to confirm by email, utilizing delivery receipt or other affirmative response that the union representative has received the draft language and does not wish to request discussion or bargaining prior to implementation of the policy.

ARTICLE 33 STAFFING SAFETY

33.1 The parties recognize that staffing (on duty shift force) vitally affects the efficient and economic operation of the Department in providing the best possible service to the community and, further, that changes from the present minimum level do affect the safety and job security of the members of the Union, and therefore agree as follows:

33.1.1 The City of Missoula agrees to maintain a firefighting force of at least sixteen (16) firefighters on duty at all times. The City further agrees to maintain at least three (3) firefighters on each fire suppression company, one of whom shall be a Captain or Acting Captain; and to maintain a Battalion chief or Acting Battalion Chief who shall be on duty with each fire suppression platoon.

33.1.2 Any emergency response unit shall have a Captain or Acting Captain in charge of that unit.

33.1.3 An addition of emergency response units and/or stations shall adjust these numbers through an MOU.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of December 2023.

For the Employer:

For the Union:

Andrea Davis, Mayor

ATTEST:

Claire Trimble
Legislative Services Director/City Clerk

APPENDIX A: FIREFIGHTER CLASSIFICATION SCHEDULE

The following wages are monthly salary, however staff in this union are non-exempt, salaried employees who are eligible for overtime payment per terms of this agreement.

	FY24	FY25	FY26	FY27
Trainee Firefighter (90 days to 1 year)	\$4,884			
Confirmed Firefighter	\$5,575			
3 year Firefighter	\$5,718			
Firefighter 1st Class (5 years-10 years)	\$6,067			
Ten Year Firefighter	\$6,352			
Senior Firefighter (15 years or more)	\$6,760			
Captain	\$7,894			
Inspector/Rot. Inspector	\$7,894			
Assistant Mechanic	\$7,894			
Battalion Chief	\$8,586			
Assistant Fire Marshall	\$8,586			
Master Mechanic	\$8,586			
EMS Coordinator	\$8,586			
Health/Wellness Coordinator	\$8,586			
Fire Marshal	\$8,949			
Training Officer	\$8,949			

The parties have agreed to a 4.0% across-the-board cost of living increase to the wages for FY25, FY26, and FY27. The parties also agree to open the contract (Appendix A) one time prior to June 30, 2024, to discuss wages for the final three years of the contract (FY25, FY26, FY27). The FY25, FY26, and FY27 wage matrix will be prepared after the wage opener. This opener shall be for base wage increases only.

DEFERRED COMPENSATION CONTRIBUTION

The City agrees to provide a \$10 per month matching contribution to deferred compensation plan (457) for each employee in the bargaining unit

LONGEVITY

Longevity will be 1% of confirmed fire fighter base monthly rate for each full year of service with the Missoula Fire Department.

Longevity/ Increment Differential shall be capped at thirty (30) full years of service.

The employee's actual date-of-hire anniversary shall be used for increment differential calculation purposes for the Local 271 Bargaining Unit.

CERTIFICATION PAY

The following amounts will be added to the monthly base pay of employees who achieve and maintain the following certifications.

The City agrees to consider all Certification pay as "regular pay" for the purpose of calculating overtime and pension contributions.

Where limited in number (HazMat Techs, SCBA Techs, Fire Code Certification) Incentive/ Certification pay will not be affected by Article 19 and the 45-day limit on filling of positions.

It is understood by both parties that Incentive/ Certification pay will be in accordance with the requirements established by State and/or Federal regulations, with recommendations & requirements of the department's Medical Director, and with requirements of the Chief or their designee.

It is understood by both parties that if the department adds ambulance transport, the appropriate provisions of this contract will be subject to the collective bargaining process and negotiations will commence as soon as possible regardless of the contract's expiration date.

It is understood by both parties that certifications may be considered in making shift assignments.

EMS CERTIFICATIONS

- MFD EMT-Basic: 2% of Confirmed Firefighter Monthly Base Pay
- MFD AEMT or EMT-Basic with four endorsements (Medication, Airway, IV/IO Initiation, IV/IO Maintenance): 5% of Confirmed Firefighter Monthly Base Pay
- MFD EMT-Paramedic: 9% of Confirmed Firefighter Monthly Base Pay
- MFD EMT-Paramedic w/MFD Preceptor(s): 10% of Confirmed Firefighter Monthly Base Pay. MFD Preceptor(s) must maintain Montana State Paramedic certification for a minimum of one calendar year; and achieve a minimum rank of Confirmed Firefighter
- MFD EMT-Paramedic w/MFD Preceptor plus one additional from the list below: 11% of Confirmed Firefighter Monthly Base Pay.
 - Continuous Quality Improvement (CQI) eight (8) members max (2 per shift) selection will be made by seniority or in the best interest of the Fire Department. Duties as assigned by EMSTC and outlined in MFD SOG.
 - EMS Committee/Shift Trainers eight (8) members max (2 per shift) selection will be made by seniority or in the best interest of the Fire Department. Duties as assigned by EMSTC and outlined in MFD SOG.
 - Pediatric Advanced Life Support (PALS) Instructor (must actively participate in PALS training) four (4) members max, selection will be made by seniority or in the best interest of the Fire Department.
 - Advanced Cardiac Life Support (ACLS) Instructor (must actively participate in ACLS training) four (4) members max, selection will be made by seniority or in the best interest of the Fire Department.
 - Tox-Medic Certification

EMT Certification pay shall not be compounded. Certification pay applies only to the highest level of EMT certification attained.

EMT Paramedics who qualify for additional duties above MFD preceptor ie. CQI, EMS Committee, PALS and ACLS are only eligible for 1 additional compensated duty, Paramedics who hold qualifications above the 1 additional will not take away the opportunity for other paramedics who seek these additional duties.

EMT Paramedic Certification pay shall max out at 9% of Confirmed Firefighter Monthly Base Pay for any member outside of the Training Division, and the Rotating Fire Inspector actively holding a MFD Staff position.

A SOG has been created which outlines general tasks for each 11% level assignment.

OTHER CERTIFICATIONS

Hazardous Materials Technician:

2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 12 members who maintain their HazMat Tech Certification and who actively participate on the HazMat Team.

Rescue Technician

2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 20 members who maintain their Rescue Tech Certification.

SCBA Repair Technician

2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 4 members who maintain their SCBA Repair Technician Certification and who actively conduct SCBA fit testing, maintenance, and repair.

Peer Fitness Trainer (PFT)

2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 4 members who maintain their PFT Certification and who actively conduct peer fitness assessments and counseling through the department's Wellness-Fitness Program.

Fire Code Certification (FI1)

3% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 5 members of the Fire Prevention Bureau who achieve Fire Code Certification.

Certified Fire Investigator (CFI)

5% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 5 members of the Fire Prevention Bureau who become certified as fire investigators.

Emergency Vehicle Technician I (EVT- I)

2% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-T Certification.

Emergency Vehicle Technician II (EVT- II)

3% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-II Certification.

Emergency Vehicle Technician III (EVT-III)

5% of Confirmed Firefighter Monthly Base Pay

Pay will be available for up to 3 Maintenance Division members of who maintain their EVT-TTT Certification.

First Responder Mental Health First Aid or IAFF Peer Support Certified:

2% of Confirmed Firefighter Monthly Base Pay.

Pay is only available for the Health and Wellness Coordinator.

Fit to Thrive Peer Fitness Certification or WFI supported Certification: 3% of Confirmed Firefighter Monthly Base Pay is only available for the Health and Wellness Coordinator.

CPR instruction provided for the public, outside agencies or other non-MFD personnel will be taught by off duty MFD CPR Instructors. Off-duty CPR Instructors will be compensated for that instruction per Article XIV - Overtime Pay. The Union & Employer agree to work together to develop procedures for selection of CPR instructors for classes given to non-MFD personnel.

CERTIFICATION PAY LIMITATIONS -

Certification pay to individual employees shall be limited by division as follows:

- Operations & Training - One EMS certification plus one additional certification.
- Fire Prevention Bureau - One EMS certification plus one additional certification **or** two FPB specific certifications.
- Maintenance - One EMS certification plus one additional certification **or** two EVT certifications
- Health and wellness coordinator – One EMS certification plus one additional Certification or two Health and Wellness related certifications.

APPENDIX B: HEALTH/DENTAL INSURANCE

The Union agrees to insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions as approved by the City Council and in effect for all other City employees. In exchange for agreeing to the insurance coverage and employee contributions that are the same as other City employees, the Employer agrees to pay each employee \$165 per month. This \$165 shall be considered "regular" pay for pension calculation purposes and for calculation of overtime rates of pay.

The City shall provide the same medical and dental and supplemental insurance benefits to firefighters as provided to other City employees under the City's self-funded health benefit plan.

From the beginning of the next plan year following the start of this contract and for the term of this contract, the Union agrees to accept increases in employee only, contributions to be no more than \$30 premium increase in a four year period and no more than a maximum monthly increase for all enrollment levels, including the cost of employee only not to exceed \$25/month per plan year provided these increases are approved by the City Council and in effect for all other City employees and provided further that the City's contribution increase is, at a minimum, the same percentage increase apportioned to the employee contribution rate

The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes prior to approval by City Council if such changes might result in a direct cost increase for deductible, max out of pocket or co-insurance without monthly premiums being frozen or reduced. The City shall notify the Union when above mentioned changes to benefit plan design are being considered. Other changes such as added benefits are communicated via the Employee Benefits Committee to which the union has a representative appointed. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

- B-1 The City agrees to work with the Union on premium and benefit issues through the Employee Benefits Committee (EBC). The Union shall appoint one (1) bargaining unit member to the EBC. It shall be the EBC Chair's duty to notify the Union representative of all EBC meetings.

- B-2 The City agrees to allow employees to participate in an I.R.C. 125 plan whereby the city's monthly health insurance contribution will be included in the employee's gross pay employees can contribute toward their health benefit plan on a pre-tax basis. Employer agrees to maintain no less than the contribution amount set in 2023 at \$1228.52 per month.:

This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health benefit plan on a pre-tax basis. the employee shall authorize a pre-tax payroll deduction from their gross pay equal to the Contribution amount. This deduction from the employees' gross pay will in turn be paid into the City's health benefit fund.

This Contribution amount included in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit through additional employee, employer and state retirement

contributions. Both parties acknowledge that employee pension contributions and employer pension, workers' compensation, and unemployment contributions will be required on the employee's additional gross income. Both parties agree that the Contribution amount is not included within and shall be excluded from the determination of the employee's regular rate of compensation as that phrase is defined under 29 U.S.C. 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the Contribution amount in employees' gross pay should be included in overtime compensation calculations, then the parties agree that no retroactive overtime pay shall be paid by the City and there will be a corresponding reduction to employees' monthly base wages listed in Appendix A of the collective bargaining agreement to carry out the intent of this provision which shall result in no additional costs to the City.

Furthermore, the Union agrees that monthly base wages per Appendix A of the collective bargaining agreement do not reflect the additional cost to the City for adding this benefit. The additional cost to the City however, is included as part of the employees' overall compensation equal to the increase in monthly employer pension, worker's compensation, and unemployment contribution costs due to the inclusion of the Contribution amount in employees' gross pay.

APPENDIX C: PROMOTION POLICY

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

All promotions administered under this policy shall be on the basis of education, experience, qualifications, skill, abilities, knowledge, initiative, training, and performance required for the position. The Fire Chief will post a copy of the promotional policy and process at each work site.

I. Battalion Chief

A. Eligibility Requirements:

- The candidate must have received satisfactory performance evaluations and work plan reviews for the previous two years.
- The candidate must have at least 15 years of fire service experience with the Missoula Fire Department and attained the rank of Captain with the Missoula Fire Dept.
- The candidate must possess a valid Montana driver's license.
- Candidate(s) who have received a Level III or greater, disciplinary action as outlined in Article 10, within twelve months preceding the announcement of the Battalion Chief promotion opportunity will not be eligible to participate in the process.
- Rank of confirmed Captain
- Completed the MFD "In House" Battalion Chief development training
- Completed and signed MFD Acting Battalion Chief task book
- Completed a minimum of four (4) "ride-alongs" with an MFD Battalion Chief and/or 4 shifts as an Acting Battalion Chief. A "ride-along" will be one (1) day shift.

B. Assessment and Testing

A Labor Management Assessment Panel consisting of the Fire Chief or designee, the Assistant Fire Chief or designee, a representative from outside the department appointed by the Fire Chief, the Human Resources Director or designee, the Union President or designee, and a Battalion Chief appointed by the Union President will prepare, develop, and administer the assessment and testing components.

Components of the Battalion Chief assessment will include:

- Experience (20%) - Candidates will receive 15 points and an additional point for each full year they have served as a Captain, up to a maximum of 5 additional points.
- Education/ Training (15%)- Candidates may receive up to 15 points for educational and training requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, or

special projects/ assignments may also be considered. A comprehensive list will be posted at each station prior to the test administration.

- Assessment / Scenarios (20%) - Candidates will be assessed on at least two and no more than four emergency incident scenarios. Candidates may receive up to a maximum of 20 points total for their performance on the scenarios.
- Written Exercise (20%)- Candidates will complete a written exercise that will be assessed by an outside party for grammar and language usage, clarity, structure, organization, and content; candidates may receive up to 10 points for this assessment. The Labor Assessment Panel will evaluate the exercise for content; candidates may receive up to 10 points for content.
- Oral Interview (25%) - Candidates will be asked to answer at least five (and no more than 12) interview questions. Candidates may receive up to 25 total points for their performance during the oral interview.

Additional assessment & testing components may be developed by the panel.

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

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

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

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

II. Captain

A. Eligibility Requirements:

- The candidate must have received satisfactory performance evaluations and work plan reviews for the previous two years.
- The candidate must have at least 10 years of experience with the Missoula Fire Department.
- The candidate must have documentation that the firefighter has satisfactorily performed the duties of Captain while acting in that position.
- The candidate must have a valid Montana driver's license.
- Candidate(s) who have received a Level III or greater disciplinary action as outlined in Article 10, within twelve months preceding the announcement of the Captain promotion opportunity will not be eligible to participate in the process.
- The candidate must have a completed and signed Acting Captain task book.
- The Candidate must have documentation of completing the MFD "In House" officer development training.
- The candidate must have documentation of completing an MFD sponsored leadership training course.

B. Assessment and Testing

The same Labor Management Assessment Panel (as was used for the Battalion Chief) will be used to prepare, develop, and administer the assessment and testing components for the Captain position. The components will include:

Experience with the Missoula Fire Department (30%) -

- | | |
|---|-----------|
| o The most-experienced candidate will receive: | 30 points |
| o The second most-experienced candidate will receive: | 25 points |
| o The third most-experienced candidate will receive: | 20 points |
| o The fourth most-experienced candidate will receive: | 15 points |

Education/ Training (20%) Candidates who meet the education / training requirements will receive 15 points. An additional 5 points may be awarded to those candidates who exceed these requirements. Other education & training including technician or EMS certification(s), National Fire Academy courses, instruction &/or program development, GDP/leadership classes, or special projects/ assignments may be considered. A comprehensive list will be posted at each station prior to the test administration.

Assessment Scenarios (20%) - Each candidate will be assessed on three emergency incident scenarios worth 5 points each (simulated emergency incident scenarios using power-point visual aids). Candidates will receive information necessary to complete an NFIRS report worth 5 points.

Written Test (15%)-The written test will consist of up to 45 questions with a total value of 15 points. Test questions are developed from NFPA standards, department SOGs, and city policy.

Oral Interview (15%)-The interview will consist of 12 questions and scored using the plus/check/minus scoring system (plus= 5, check plus= 4, check= 3, check minus= 2, minus = 0). Cumulative score will be divided by 4 to determine the points given.

Specific education and training requirements, scenarios, written test questions, and interview questions will be developed by the Labor Management Assessment Panel. The Human Resources Department will review and approve.

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

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

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

III. Review of Performance

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

IV. Probationary Period

Successful completion of a one-year probationary period as evidenced by a satisfactory performance evaluation is required for confirmation of promotion.

- A 3-month performance evaluation will be performed.
- A 6-month performance evaluation will be performed, and the work plan will be reviewed and adjusted as necessary.
- The Fire Chief or their designee just prior to the one-year anniversary date will perform a final probationary performance evaluation.

- The employee will also perform a self-evaluation and draft a new work plan for the next year.
- If at any time during the probationary period the employee's performance is substandard, the Fire Chief may return the employee to their previous position. Substandard performance means not meeting the performance standards outlined in the job description and/or work plan.
- Upon successful completion of the one-year probationary period, the Fire Chief will recommend confirmation of promotion to the Mayor and Chief Administrative Officer.

V. Documentation

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

APPENDIX D: WELLNESS-FITNESS PROGRAM

The Wellness-Fitness Program is intended to promote healthy lifestyles and provide members with early detection and awareness of existing and potential health risks.

All members of the bargaining unit shall be required to undergo a mandatory biennial or shorter interval medical evaluation through the fire department physician selected by the Wellness-Fitness Committee and participate in an annual in-house peer fitness assessment. The components, frequency, and scheduling of the medical evaluations and fitness assessments shall be determined by the Wellness-Fitness Committee. The medical evaluation shall meet or exceed the requirements of CFR 1910.120 (f) Medical Surveillance, NFPA 1500 Fire Department Occupational Safety and Health Program, and OSHA 3079 2002 (revised) - Respiratory Protection and medical examination recommendations set forth in the IAFC/IAFF Joint Labor Management Wellness Fitness Initiative

Members shall receive all tests and exams through the fire department physician as identified and indicated in the medical services agreement with the fire department physician as approved by the Wellness-Fitness Committee.

Exception: If a member has received the same test or exam from a physician other than the fire department physician within 12 months of their scheduled Wellness-Fitness medical evaluation, they may provide those results to the fire department physician prior to their scheduled Wellness-Fitness medical evaluation and be exempted from duplicating that particular test or exam.

Four (4) Peer Fitness Trainers will be selected by seniority upon a vacancy. The Peer Fitness Trainers shall be responsible for conducting annual fitness assessments, consultations for all bargaining unit members and act as the Wellness- Fitness Committee in addition to the fire department health and Wellness Coordinator..

The costs of the Wellness-Fitness Program medical evaluation and optional follow-up consultation shall be paid for by the City. The cost of any tests, exams, and procedures conducted by a physician other than the fire department physician or any additional tests, exams, or procedures not contained in the medical service agreement and recommended by the fire department physician or elected by the member will not be paid by the City through the Wellness-Fitness Program, but may be submitted to the City's health benefit plan if applicable.

Each member completing the program requirements will receive a DOT Medical Examiner's Certificate and a completed City of Missoula Blood Screening Verification Form.

The Union agrees to accept compensatory time in lieu of overtime for time spent undergoing the medical evaluation and optional follow-up consultation and participating in the fitness assessment outside of a member's scheduled hours of work.

Only the following records will be provided to the fire department from the fire department physician:

- Surveillance/Respirator Fitness For Duty Form
- Hepatitis B titer results (if applicable)

Other results and medical records will be retained by the fire department physician and will not be released to the fire department or the City of Missoula without written permission from the member or the member's estate.

In the event the fire department physician determines that a member is "not fit for duty", the member may seek an opinion: from a qualified physician of their choice. If the member's physician or the state medical examiner determine that the member is "fit for duty", the City will consider the member "fit for duty".

APPENDIX E: CLOTHING ALLOTMENT

<u>Probationary Clothing/Accessory Allotment</u>	<u>Amount</u>
Station Uniform Shirt (Nomex short sleeve blue)	(2)
Station Uniform Pant (Nomex blue)	(2)
MFD T-shirt Grey	(2)
MFD T-shirt Blue	(2)
MFD Patches	(2)
EMS Patches	(2)
Nametag	(2)
Badge (uniform)	(1)
Foul Weather Jacket	(1)
Stocking Hat	(1)

<u>Class A Uniform and Accessories</u>	<u>Amount</u>
Coat	(1)
Pants	(1)
Hat	(1)
Tie	(1)
Buttons	(as needed)
Hat Badge	(1)
Coat Badge	(1)
Collar Brass	(1)

<u>Personal Protective Equipment</u>	<u>Amount</u>
Bunker Coat and Pants	(1)
Structure Boots	(1 pair)
Structure Gloves	(1 pair)
Structure Helmet	(1)
Nomex Hood (gold particulate)	(1)
Wildland Shirt	(1)
Wildland Helmet	(1)
Wildland Boots (MFD reimb. Up to \$280)	(1 pair)
Wildland Gloves	(1 pair)
Headlamp	(1)
Safety Glasses	(1)
Wildland Pack	(1)
SCBA Mask (includes respirator)	(1)
Flashlight	(1)
Fire Shelter	(1)
Gear Bag	(1)
Rescue Wrench	(1)

**Memorandum of Understanding
Between IAFF Local 271 and the City of Missoula**

This MOU is entered into by both parties with the shared agreement to allow all Union members to elect a one-time cash out of vacation (either Vacation, Holiday, Comp time, or combination there of) leave up to a maximum of 48 hours.

Election of such cash out must be made on the attached election form and submitted to the Fire Department Business Manager, Cheryl Schatz by January 10, 2024.

Failure to submit this form by the listed due date will result in forfeiture of such offering. Union members are not required to cash out any leave and may elect any amount up to 48 hours maximum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of December 2023.

For the Employer:

For the Union:

Andrea Davis, Mayor

ATTEST:

Claire Trimble
Legislative Services Director/City Clerk

IAFF Local 271 One Time Vacation Leave Cash Out Option 2023

Employee Name: _____

Please indicate how many hours of the following type(s) of leave you are electing to cash out this one time. The total amount of leave may not exceed 48 hours and the bank from which you are cashing out must be equal to or greater than the amount you elect to cash out. Leave balances can be found on your most recent paystub.

HOL COMP _____ Hours
COMP _____ Hours
VACATION _____ Hours

By signing below you indicate the following understandings:

- You are not required to cash out leave and are voluntarily electing to do this as a one time offering.
- You may not turn in more than one election form, this form must capture the accurate number and type of hours you are electing to cash out.
- This form must be submitted to Cheryl Schatz, Business Manager, by the due date of January 10, 2024. Late forms will not be processed.
- Cash out of leave is taxable and will be paid in the paycheck dated February 2, 2024.

Employee Signature

Date

Received by Business Manager _____ / _____ (initials/date)

Submitted by Department to Payroll on: _____ date

**Memorandum of Understanding
Between IAFF Local 271 and the City of Missoula**

This MOU is entered into by both parties with the shared agreement to discuss certification pay for Battalion Chief classification during the agreed upon wage opener. Such discussion shall begin prior to June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of December 2023.

For the Employer:

For the Union:

Andrea Davis, Mayor

ATTEST:

Claire Trimble
Legislative Services Director/City Clerk