

2020-21
Agreement



**City-County of
Butte-Silver Bow, Montana**

and

**International Association
of Fire Fighters, AFL-CIO,
Local No. 96**

July 1, 2019 – June 30, 2021

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AGREEMENT

THIS AGREEMENT is made and entered into this 6TH day of August, 2020 for the period of July 1, 2019 through June 30, 2021, and between THE CITY AND COUNTY OF BUTTE-SILVER BOW, MONTANA, hereinafter referred to as the "EMPLOYER", and LOCAL #96 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the "UNION", for the purpose of promoting and improving the understanding relative to all conditions of employment and providing a means of amiable and equitable adjustment of any and all differences or grievances which may arise, all of which the Parties hereto believe and agree will provide more efficient and progressive public service. In consideration of the mutual covenants herein set forth, which have been mutually determined at negotiation conferences held at Butte, Montana, the Employer and the Union agree and shall be bound as follows:

ARTICLE 1 – DEFINITIONS

Whenever said in this Agreement, each singular number or term shall include the plural, and the plural, the singular, and the use of any gender shall include all genders.

ARTICLE 2 – RECOGNITION

Butte-Silver Bow recognizes the Union as the sole and exclusive bargaining agency for the purpose of establishing wages, fringe benefits, hours, and other conditions of employment for all Fire Fighting employees of the Butte-Silver Bow Paid Fire Department, except the Director of Fire Services, Assistant Chief, Battalion Chiefs, supervisory employees, and management officials as defined by Act 39-31-103, MCA. Any other agreements that Butte-Silver Bow has with other bargaining units shall not impact the content or negotiations of this agreement. "Me Too" clauses in other agreements will not be recognized by Butte Fire Fighter IAFF #96.

ARTICLE 3 – UNION SECURITY

Section 1: Employees of the Butte-Silver Bow Fire Department, except those excluded under Article 2, who are not members of the Local #96 of the International Association of Fire Fighters, AFL-CIO, who desire membership must complete an "Application for Membership" card and submit it to the President of Local #96.

Section 2: Agency Shop - Any employee who is not a member of the Local #96 shall, as a condition of employment pay the Union a monthly service charge equivalent to regular Union dues and special assessments as a contribution toward the administration of this Agreement.

Section 3: The Union agrees to indemnify and hold the Employer harmless against all loss and liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 4: The Employer agrees to accept and honor voluntary written assignments of Union dues from wages owing to the members of the Union. Anytime the dues are changed, it shall be the responsibility of a responsible Union official to submit a letter to the payroll office informing the

department of the change. It shall be the responsibility of the payroll office to calculate and implement the dues change.

ARTICLE 4 – PROBATIONARY PERIOD

Section 1: The Employer shall have six (6) months after employing an employee to determine his competency in any position covered by this Agreement and may dismiss such employee without cause during such probationary period.

Section 2: During a new employees' probationary period, said employees shall not count with regard to the Department's minimum manning standards.

ARTICLE 5 – NON-DISCRIMINATION

Section 1: Public employees shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other mutual aid or protection free from interference, restraint, or coercion.

Section 2: The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "Duly Authorized Representatives of the Union" as long as such activity does not interfere with the efficient operation of the Fire Department. No leave shall be granted unless written request is made; therefore, all leave shall be without pay, unless the employee and the Employer mutually agree to deductions of annual leave for such request.

ARTICLE 6 – RIGHTS OF MANAGEMENT

The Union shall recognize the prerogative of the Employer to operate and manage the affairs of the Butte-Silver Bow Paid Fire Department in such areas as, but not limited to:

- a) Direct employees;
- b) Hire, promote, transfer, assign and retain employees;
- c) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient or nonproductive;
- d) Maintain the efficiency of Department operation;
- e) Determine the method, means, job classifications, and personnel by which Department operations are to be conducted;
- f) Take whatever actions may be necessary to carry out the missions of the Department in situations of emergency;
- g) Establish the methods and process by which work is to be performed;
- h) All except as such rights shall be superseded or modified by this Agreement.

ARTICLE 7 – DEDUCTION SLIPS

Section 1: Payroll deduction explanation slips shall be provided with each payroll warrant.

ARTICLE 8 – WORK DAY, WORK WEEK

Section 1: The work period is declared as a regular recurring period of twenty-eight (28) consecutive days and it need not coincide with any particular pay period, day of the week, or hour of the day.

Section 2: The work day shall consist of twenty-four (24) consecutive hours on duty and seventy-two (72) consecutive hours off duty.

Section 3: The work force shall be divided into four shifts referred to as shifts A-B-C-D. Minimum staffing shall be six (6) members to include Battalion Chiefs. In the event of an economic downturn, ARTICLE 8, Section 3 may be re-opened for negotiation.

Section 4: The work schedule shall be from 8:00 a.m. to 8:00 a.m. with one shift working a consecutive twenty-four (24) hours and the other three off duty.

Section 5: All overtime pay, holiday pay, etc. shall be paid on the 2190 hours worked per the employees' yearly schedule.

Section 6: In the event that more than one member of a shift is not able to work due to an illness or injury, and that shortage is expected to last longer than thirty (30) days, management will make every effort possible to balance the shifts by temporarily assigning another member to that shift from an existing full shift.

ARTICLE 9 – CALL-BACK PAY

Section 1: All employees covered by the terms of this Agreement and who are called back to work from off duty shall be paid at least four (4) hours at one and one-half (1 1/2) times the regular rate of pay.

Section 2: Hold Over - Any member who is held over his regularly scheduled shift of twenty-four (24) hours shall be paid overtime at one and one-half (1-1/2) times the regular rate of pay. Pay will be computed in one-half (1/2) hour increments and any resulting time which is part of one-half (1/2) hour will be considered one-half hour.

If the minimum staffing level for an oncoming shift is shorted and a member of the union cannot be located to fill the shift from the overtime list, the on-duty non-probationary firefighter with the least amount of seniority will remain on-duty until such time that someone accepts the overtime shift, or the next scheduled overtime shift, whichever occurs first.

Any employee who is held over or called back because of a fire or other emergency shall be furnished a meal after two (2) hours of additional employment, and a meal for each four (4) hours of employment thereafter. A meal is defined as two sandwiches per man. If the Employer does not make a meal available on a reasonable accessible basis, the Fire Fighter shall be compensated \$12.50 in lieu thereof.

Section 3: Call backs shall be made by order of shifts in reverse shift rotation with the prior shift being called back first and the oncoming shift being called back last. No compensation will be given to those missed in the rotation due to human error by the person making the calls.

ARTICLE 10 -- HOLIDAYS

Section 1: All employees covered by this Agreement shall not receive any compensation for the following holidays:

- a) New Year's Day, January 1
- b) Lincoln's Birthday, February 12
- c) Washington's Birthday, Third Monday in February
- d) Memorial Day, Last Monday in May
- e) Miner's Union Day, June 13
- f) Independence Day, July 4
- g) Labor Day, First Monday in September
- h) Columbus Day, Second Monday in October (in lieu of State General Election Day)
- i) Veteran's Day, November 11
- j) Thanksgiving Day, Fourth Thursday in November
- k) Christmas Day, December 25

ARTICLE 11 -- ANNUAL LEAVE (VACATION)

Section 1: Each permanent 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 equal one year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

Section 2: Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total year of any employee's employment with any agency whether the employment is continuous or not:

Years of Employment	Working Days Credit (24 hours)
1 Day to 10 Years	5
10 years to 15 years	6
15 years to 20 years	7
20 years +	8

Section 3:

- a) Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar day in which the excess was accrued.
- b) An employee who is separated from the service of Butte-Silver Bow shall be entitled upon the date of termination to cash compensation for unused vacation leave based on the employee's monthly

compensation rate at the time of termination, assuming that the employee has worked the qualifying period of six (6) months.

- c) However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section 4: Vacation leave shall not accrue during a leave of absence without pay of which duration exceeds fifteen (15) days.

Section 5: The dates when employee's vacations will be granted shall be determined by seniority with regard to the best interest of Butte-Silver Bow.

Section 6: It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under Section 3(a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under Section 3(a).

Section 7: In the event of the death of an employee, unused earned vacation time shall be paid the employee's heirs at his monthly compensation rate.

Section 8: One additional day of vacation (24 hours) without pay may be used to extend a regular vacation with proper notification and prior approval by the Employer.

Section 9: A vacation list is to be posted by November 1 of each year and the initial selection must be signed within ten (10) days of posting. The ten (10) days would start on the first scheduled shift of work after posting. If not signed during this time frame, member's name will go to the bottom of the list.

It will be the responsibility of the union leadership to notify its members when it is his/her turn to sign and to notify its member that he/she has gone to the bottom of this list.

Signed vacation days (1st and 2nd signings) shall take precedence over all other types of paid time off.

Section 10: One (1) member from each shift shall be allowed to pick primary vacation at one time. Employees must sign consecutive shifts per signing. Two (2) members may pick vacation on the same day. After the initial vacation period based on shift seniority has been selected, the remaining vacation periods shall again be awarded on the basis of shift seniority selection. The procedure for the second signing will be the same as those in Section 9 above.

Section 11: After the initial two (2) signings, an employee may take as many extra vacation days as the employee has accrued, if it will not drop the number of employees below the number set forth by policy of the Department. The request for approval for use of extra vacation days shall be submitted to the on-duty shift commander at least one (1) hour before the time to be taken.

Section 12: For the purpose of this article, payment for vacation time is based on twenty-two and three quarters (22.75) hours for a twenty-four (24) hour shift paid at the employee's monthly compensation rate.

Section 13: The extra days in Section 11 and the excess vacation hours that may need to be used, as referenced in Section 6, can be taken as one 24-hour shift or in 8-hour increments subject to the restrictions set out in Section 11.

Section 14: Covered employees on the payroll May 11, 2004 who are receiving time served in the military toward the vacation leave credit provided for in Section 2 above shall continue to receive such credits. Current employees who petition for such credit after May 11, 2004 or employees hired after this same date shall not have military time credited as provided above.

ARTICLE 12 -- SICK LEAVE

Section 1: Sick Leave Credits are earned at the rate of 4 working days (24 hours) for each year of service without restriction as to the number of working days that may be accumulated.

Section 2: He may not accrue sick leave during a leave of absence without pay, the duration of which exceeds fifteen (15) days. He is entitled to sick leave under the provisions of this Article only after being continuously employed for ninety (90) days upon the completion of which he is entitled to credit for sick leave earned during that period.

Section 3: An employee who terminates employment with the Fire Department is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's monthly compensation rate at the time he terminates his employment with the Fire Department. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

Section 4: An employee of Butte-Silver Bow who receives a lump-sum payment pursuant to this Agreement and who is again employed by Butte-Silver Bow may not be credited with any sick leave for which he has previously been compensated.

Section 5: The Butte-Silver Bow Human Resources Office is responsible for the proper administration of sick leave and shall promulgate such rules and regulations as it deems necessary to implement the uniform administration of sick leave and the prevention of its abuse. When promulgated, these rules and regulations are effective as to all employees of Butte-Silver Bow.

Section 6: Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment provided for in this Agreement.

Section 7: When there is a death in an employee's immediate family, two (2) twenty-four (24) hour periods may be granted. Immediate family shall mean a grandparent, parent, spouse, brother, sister, child, or grandchild and a spouse's grandparent, parent, brother, sister, child or grandchild.

Section 8: Employer may require a medical verification of any sick leave in excess of two (2) consecutive twenty-four (24) hour work periods. The Director of Fire Services has the authority to request a doctor's release when an employee uses a sick day to cover a workday on which a written formal request for a vacation day, personal day, or compensatory time was denied.

Section 9: If medical verification is requested, ample time for this request must be given. Employee shall be notified two (2) working days prior to his next scheduled shift. (Workdays, for this section only, are defined as Monday through Friday)

Section 10: Absence for emergency or specialized dental, optical care or medical treatment shall be charged to sick leave. An employee may return back to work if he is able to do so. The Director of Fire Services or his designee may require a medical verification of such absences.

Section 11: An employee covered by this Agreement who loses time because of sickness for which he qualifies for compensation under the Workers' Compensation Act, or who is injured in the performance of duty must be paid by the municipality the difference between net salary, following adjustments for income taxes and pension contributions, and the amount received from Workers' Compensation until the disability has ceased, as determined by Workers' Compensation, or for a period not to exceed one year, whichever occurs first, except that such period may be extended beyond one year upon application to and approval by the Council of Commissioners, on a month by month basis. If the Council approves the extension the partial difference shall be paid on a percentage basis as follows:

Any month during the first three months -- 100%
Any month during the second three months -- 75%
Any month during the third three months -- 50%
Any month during the fourth three months -- 25%
Any month beyond one year -- 15%

Section 12: To qualify for the partial salary payment provided in the subsection above, the Fire Fighter must require medical or other remedial treatment and must be incapable of performing his duties as a result of the injury.

Section 13: Reporting of Sick Leave - An employee must notify the supervisor on duty one (1) hour before the beginning of his shift so that a replacement may be notified.

Section 14: For the purpose of this Article payment for all sick time is based on twenty-four (24) hours for a twenty-four (24) hour shift paid at the employee's monthly compensation rate. Any sick leave taken in less than a twenty-four (24) hour period shall be charged on an hour-for-hour rate.

Section 15: Employees may participate in the Butte-Silver Bow Sick Leave Donation Policy (Policy 321) which allows employees who have exhausted all leave benefits to access a pool of sick leave hours. The program is strictly voluntary and employees electing to participate must adhere to the requirements set forth in the policy.

Section 16: The employee shall be granted a 2-hour sick increment for absence for dental, optical, or medical exam or treatment for the employee. The request for approval for use of the 2-hour increment shall be submitted to the on-duty shift commander at least one (1) hour before the time to be taken. A 2-hour sick increment will also be granted when the employee is urgently needed to care for an immediate member of the employee's family. (Because of the urgency, the one (1) hour prior request shall be waived under this condition.)

ARTICLE 13 – SICK LEAVE BUY-BACK PROGRAM

Section 1: Employees are eligible to sell back accrued sick leave hours to the Employer at the rate of 25% on the hour. For example, employee sells back 96 hours of accrued sick leave. Employer grants the buy-back at 24 hours. There is no remaining balance of 72 hours due to the fact that the employee sold 96 hours at the rate of 25% on the hour.

Section 2: Employee sell-back of accrued sick leave shall be allowed annually on October 1st and shall not exceed 96 hours (which equals 24 hours of sell back).

Section 3: If an employee desires to sell back accrued sick time, they:

- a) must have a sick leave balance of 192 hours on October 1st and
- b) must notify the Payroll Office in writing by September 15th of the number of sick leave hours they want to sell back.

Section 4: The Payroll Office shall process the sale of the hours and deposit the amount into the employee's 457 retirement account or health savings account (up to the maximum allowable under federal law) by October 15th.

Note: 457 retirement accounts and health savings accounts are personal accounts owned by the employee. The employer has no responsibility with regard to management of such accounts and, therefore, takes no responsibility as to earnings received or losses taken.

Section 5: Employees actively participating in the Sick Leave Buy-Back Program are not eligible to participate in any sick leave donation program or direct grant of sick leave program offered by the Employer either by policy or by contract agreement. In order to be eligible to participate in such programs again, an employee must complete a two-year period of non-participation in the Sick Leave Buy-Back Program.

ARTICLE 14 – OTHER LEAVE WITH PAY

Section 1: Military Leave – A state, city, town, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least 6 months must be given leave of absence with pay accruing at a rate of 15 working days within a calendar year for performing military service. Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 30 days in a calendar year.

Section 2: Jury Service/Subpoena – Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee for his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to submit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid to him by the court.

Section 3: Birthday – Employees having a recorded birthday accrual balance on December 31, 2017 shall retain such balance. Use of the birthday accrual shall be in 24-hour shift increments and shall not affect the efficient operation of the department, i.e., shall not short the shift as per department policy. The request for approval for use of the birthday accrual shall be submitted to the on-duty shift commander at least one (1) hour prior to the time to be taken. Balance of hours will be paid out at separation.

Section 4: Personal Days - Upon completion of the probationary period, employees shall be entitled to four (4) personal days per calendar year, which cannot be carried over from year to year. The personal days shall be 24-hour days off with pay. Scheduling of such days shall not affect the efficient operation of the Department, i.e., shall not short the shift as per department policy. The request for approval for use of personal days shall be submitted to the on-duty shift commander at least one (1) hour before the time to be taken. Personal days may be taken in eight (8) hour increments. An employee will be awarded one (1) additional personal day per calendar year, for completion of the Fire Department Fitness Evaluation and the Fire Department Physical.

ARTICLE 15 -- COMPENSATORY TIME

Section 1: Compensatory time shall be granted for any pre-approved training, which is done on off-duty time. The individual wishing to participate in the off-duty training must submit the request in writing to the Director of Fire Services, or his designee, in advance of the training.

Section 2: Each employee will be allowed to cash in 60 hours compensatory time maximum twice annually. A list will be posted on the 1st of May and on the 1st of November for the employees to sign up for cashing in their compensatory time. The Employer will pay the employee's compensatory time by the 10th day of June and the 10th day of December.

It is agreed by both parties covered by this contract that if either party wishes to terminate the annual maximum of 120 hours agreed to above, they could do so without opening any other part of this Article or any Articles within this contract.

Section 3: A maximum of 120 hours per year of compensatory time, that is 80 hours worked times the one and one-half (1-1/2) premium rate of pay, may be accrued under the provisions of Section 1 of this Article. The amount of compensatory time taken, earned and accrued in a specific pay period will

be recorded on the employee's bi-weekly time sheet. After 120 hours, the compensatory time shall be paid as overtime.

Section 4: Covered employees shall be allowed to use Compensatory Time in one (1) hour increments subject to the following conditions:

- a) The request for approval for use of compensatory time shall be submitted to the on-duty shift commander at least one (1) hour before the time to be taken.
- b) Cannot short a shift at the time of request.
- c) If time off results in the need for an acting Captain, acting position will be hour for hour.
- d) No more than one request per 24-hour shift per man.

Section 5: For the purpose of this article, payment of compensatory time is based on twenty-four (24) hours for a twenty-four (24) hour shift paid at the employee's monthly compensation rate. Any compensatory time taken in less than a twenty-four (24) hour period shall be charged on an hour-for-hour rate.

ARTICLE 16 -- LEAVE WITHOUT PAY

Section 1: Education Leave (in excess of 30 days) - Any employee who gives evidence of being able to become more useful to the Department if he obtains further professional training may be granted an Education Leave with the approval of the Director of Fire Services and the Council of Commissioners. The granting of this leave will be determined by:

- a) Benefit to the Fire Department: This type of leave will be allowed without pay unless an employee can continue working for Butte-Silver Bow while completing the study program. Under special consideration, upon the approval of the Director of Fire Services and the Council of Commissioners, Butte-Silver Bow may grant an Education Leave with pay. This is limited to a continuous period of one (1) year and requires a signed agreement by the employee to work in the Department two (2) months for each month of Education Leave granted.

ARTICLE 17 -- OVERTIME

Section 1: All overtime will be distributed from one list consisting of Fire Fighters and Captains on a seniority rotation basis.

Section 2: The Union shall maintain the existing overtime list and provide for the equalization of the overtime distributions in accordance with the provisions of this Article and the effective date of this Agreement. Effective July 1, 1995, the Employer shall establish one list on a seniority rotation basis for overtime distribution; one list for Fire Fighters and Captains, subject to the provisions of this Article.

Section 3: When an employee works an overtime shift while working out of his normal classification (i.e., acting captain, senior captain, etc.), that employee will be paid overtime at the pay rate of the classification he is working at.

Section 4: The employee shall have the option of receiving comp time in lieu of overtime pay for any overtime hours worked.

ARTICLE 18 -- GRIEVANCE PROCEDURE

Section 1: Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of four (4) employees selected as Stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the local Union within fifteen (15) days of their selection and the individuals so certified shall constitute the Union Grievance Committee.

A Grievance Committee chairman shall be selected by the Stewards. Grievance Committee members may process grievances during working hours without loss of pay, if unable to do so during off-duty hours.

Section 2: Departure from the established grievance procedure by the Union shall automatically nullify the grievance. Departure from the established grievance procedure by the Employer shall cause the grievance automatically to proceed to the next step. A grievance is defined as any disagreement between the parties to this Agreement which pertains to:

- a) Any matter involving the application or interpretation of this Agreement or of established policy or practice or;
- b) Any matter involving an alleged violation of any of the provisions of this Agreement.

Step 1: Any employee who is a member of Local 96, who feels his rights have been violated shall report the fact in writing within ten (10) working days to a Steward. The Grievance Committee shall meet within three (3) business days from the receipt of grievance. At least three (3) members must be present to form a quorum. The Grievance Committee will decide if the grievance is justified or not.

- a) If the Grievance Committee decides the employee's grievance is not justified, the Chairman shall notify the employee to that effect. The employee may appeal to the Union as a whole within ten (10) business days and the Union membership will decide the justification of the grievance at the next scheduled meeting by referendum vote. Should the Union decide the grievance is justified, the Grievance Committee shall proceed with the grievance procedure.
- b) If the Grievance Committee decides the grievance is justified with or without the presence of the aggrieved employee, it shall take up the grievance dispute with the Director of Fire Services within three (3) business days. The Director of Fire Services shall attempt to adjust the matter and shall respond in writing to the Grievance Committee within three (3) business days.

Step 2: Should the local Union or its Grievance committee, unless previously settled by referendum, feel that the decision of the Director of Fire Services is unsatisfactory; the grievance will be submitted within five (5) business days to the Chief Executive. The Chief Executive shall submit his reply in writing within ten (10) business days.

Step 3: If a grievance shall not have been settled under the procedures above, the Parties may agree to binding arbitration on a basis agreed to by the Parties. Intention to request such local binding

arbitration must be submitted to the opposite Party within five (5) business days after receiving the decision of the Chief Executive.

Step 4: In the event a grievance shall not have been settled under the procedures above, the aggrieved may proceed directly to arbitration which shall be binding to both Parties. Notice of intention to request submission to arbitration must be sent in writing to the Council of Commissioners by the employee within five (5) business days after either Party notifies the other Party that they do not choose to proceed under Step 3. If the matter proceeds to arbitration, the aggrieved shall request within ten (10) working days of the Council notification a list of five (5) arbiters from the Board of Personnel Appeals, State of Montana. The rules governing the arbitration shall be as follows:

- a) Each party shall be entitled to strike two names from the list, in alternate order, and the name remaining shall be the agreed upon arbiter. A coin toss shall determine who will strike the first name.
- b) The decision of the arbiter shall be binding on both.
- c) The arbiter shall be empowered to make compensatory awards.

Section 3: The expense of the arbitration shall be borne 40% by the prevailing party and 60% by the unsuccessful party to the grievance.

Section 4: In all steps of the grievance procedure when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose.

Section 5: No employee, at any stage of the grievance procedure, shall be required to meet with any administrator without Union representation.

Section 6: If a grievance arises from the action of authority higher than that of Director of Fire Services, the Union may present such grievance at the appropriate step of the grievance procedure.

Section 7: Business days shall be defined as Monday through Friday, 9:00 o'clock a.m. to 5:00 o'clock p.m., excluding Saturday, Sunday and holidays.

ARTICLE 19 -- SUPPLEMENTAL AGREEMENT

This Agreement may be amended, providing both Parties concur. Supplemental written and signed agreements may be completed through negotiation at any time during the life of the Agreement.

ARTICLE 20 -- SENIORITY

Section 1: There shall be one seniority date: The seniority is the date an employee began regular uninterrupted service with the Employer. Military service, served after being appointed and confirmed to said department, is considered continuous service.

Section 2: Within thirty (30) days after the effective date of this Agreement, the Employer shall prepare and furnish to the Union sufficient copies of the seniority roster to all employees so that the Union may distribute them to its members. Such roster shall show among other things:

Name of each employee hereunder, numerical rank assigned; title of position occupied; position number, if any; location of position if pertinent; anniversary seniority date; date of preparation of

roster; the date it is furnished to the Union. Such roster shall be revised as of January 1 in each year this Agreement is in effect and within thirty (30) days thereafter sufficient copies shall be furnished by the Employer to the Union for distribution to its members.

Section 3: Employees shall have the right to protest their seniority designation if they believe an error has been made, provided, however, such protest shall be in writing and filed with the Employer and the Union within thirty (30) days after the Employer furnished the roster or any revision thereof to the Union. If any employee who files such protest fails to secure satisfaction, and feels aggrieved, he may invoke the grievance procedure provided in Article 16 of this Agreement.

Section 4: An employee's continuous service, for the purpose of seniority, shall be broken by voluntary resignation, discharge for just cause, and retirement for a period of twelve (12) months or more.

Section 5: The following shall be considered lost time for the purpose of seniority; however, previous service upon re-instatement shall count toward seniority:

- a) If a leave of absence is obtained by false or misleading statements.
- b) A leave of absence without pay that exceeds fifteen (15) working days (fifteen 24-hour shifts).

ARTICLE 21 -- WORKING OUT OF CLASSIFICATION

Section 1: If there is a vacancy in a higher-ranking position and a member is assigned the duties of that position, that member shall be entitled to receive the higher pay of the acting position for actual hours worked. A vacancy does not exist if the higher-ranking officer is on duty within the district/county.

Section 2: Any member of the Butte-Silver Bow Fire Department who is requested to do so by the Director of Fire Services or his designee will be compensated in four (4) hour increments at an Assistant Chief/Training Officer's rate of pay for training performed.

The trainer in some cases must be certified in the subject by a recognized agency or organization such as the Montana State Fire Training School, National Fire Academy, IAFF, etc.

When a new fire fighter is hired, he will be assigned to an FTO (field training officer) for his probationary period. This FTO will be a member of the shift to which the new fire fighter is assigned. The FTO will be a Captain or Acting Captain. The FTO will not need to be certified to train a new fire fighter but will be entitled to the rate of pay mentioned above.

Section 3: When extra personnel are called out and staffing an apparatus and no Captain is part of the extra-duty personnel, then the most senior Firefighter III, Firefighter II or Firefighter I will be compensated at Captain's wages on an hour for hour basis for the duration of the extra shift.

ARTICLE 22 -- WORK RULES

Section 1: The Employer agrees to furnish each employee hereunder with a copy of all existing rules thirty (30) days after the effective date of this contract and also agrees to furnish each employee

with a copy of any changes within ten (10) days after they become effective. New employees shall be provided with a copy of the rules at time of hire.

Section 2: Changes in existing work rules shall not become effective until they have been agreed upon in writing and signed by the Employer and the Union. In addition, when existing rules are changed or new rules established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective.

Section 3: Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Section 4: Specifically excluded from the provision of the Article 20 are any restrictions upon the Chief Executive's or Director of Fire Services' authority to make any orders or changes whatsoever in the case of an emergency.

Section 5: It is agreed that a joint Labor Management Study Committee on Work Rules shall be established. The Committee shall be composed of three (3) members representing the Butte-Silver Bow Fire Department management, and the three (3) representing Local #96 International Association of Fire Fighters. The Committee shall study the current work rules and any alternatives therein. The Committee may also discuss proposed contract language concerning work rules, which may be discussed in the subsequent years Collective Bargaining Agreement.

ARTICLE 23 – HEALTH AND SAFETY

Section 1: The health and safety of employees shall be reasonably protected while in service of the Employer. The Employer shall carry Industrial Accident Insurance on employees. Employees are directed to report all personal injuries received in the course of employment.

Section 2: The Employer shall indemnify and hold harmless the Union and its International, committee officers, agents, representatives, and employees, from any and all claims and suits from damages for personal injuries, including death, arising from or growing out of any alleged occupational safety and health hazards, including any claims against the Union and its International, committees, officers, agents, representatives, or employees for alleged actions or failure to act.

Section 3: 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 two Employer representatives designated by the Director of Fire Services shall comprise the Safety Committee. 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. The Committee is to study and recommend safety rules, equipment and practices. All recommendations shall be in writing and copies submitted to the Employer and the Union.

Section 4: The Employer agrees that any employee covered by this Agreement who is traveling on Butte-Silver Bow business will be considered in the course and scope of their employment as defined in the Montana Worker's Compensation Act.

ARTICLE 24 -- VISITS BY UNION REPRESENTATIVES

Representatives of the International Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for lawful Union activities if they first obtain permission to do so from the Director of Fire Services or his designated representative. The Employer agrees that during working hours on the Employer's premises, and without loss of pay, local Union representatives shall be allowed to post Union notices, distribute Union literature, solicit Union membership during other employees' non-working time, attend negotiating meetings, conduct regular Union business, transmit communications and consult with the Employer or representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 25 -- UNIFORM AND PERSONAL PROPERTY

Section 1: The employees shall be reimbursed the actual cost of damaged or destroyed clothing or personal property when such destruction or damage is caused in the performance of duty upon proper application to and approval of the Council of Commissioners.

Section 2:

- a) The Employer agrees to provide, at no expense to the employee, boots, bunkers, jackets and helmets, gloves, and wrap around safety glasses (non-prescription), Nomex Hood, SCBA Mask and Regulator. The above articles shall meet or exceed NFPA 1500 standards. Furnished equipment shall be replaced upon receipt of the worn out or unusable item. The Employer shall provide at no cost to the employee prescription glass kits for SBCA masks.
- b) The employer also agrees to provide at no expense to the Employee, Duty Uniforms which shall consist of two NFPA 1975 Compliant Nomex 3A short sleeve shirt (navy blue), Badge, Nametag, Collar insignia for Captains, two (2) NFPA 1975 Compliant Nomex 3A navy blue trousers, black belt, Waterproof side-zip 7-10" high black station boots, Uniform jacket with reflective striping, two navy blue Fire Department T-Shirts, two (2) navy blue Fire Department sweatshirts and one Class A uniform (optional to employee) upon completion of probationary period.

Section 3: Employees shall receive sixty dollars (\$60.00) each month as a uniform maintenance allowance to be paid in a lump-sum payment by the tenth (10th) day of December each year.

Section 4: If the Employer makes any change in the uniform which would make the existing uniforms non-conforming, the Employer agrees to provide two (2) uniforms to each member of the Bargaining Unit, at no cost.

ARTICLE 26 -- UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

ARTICLE 27 -- UNION AGREEMENT

It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of the Agreement except as changed by this Agreement.

ARTICLE 28 -- NO STRIKE, NO LOCKOUT

Strikes are prohibited during the term of any contract and the negotiations or arbitration of that contract.

ARTICLE 29 -- SEPARATIONS

Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving if known.

ARTICLE 30 -- LEGAL RELIEF

If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of this Agreement shall not hereby be affected or invalidated.

ARTICLE 31 -- PREVAILING RIGHTS

Past Practice: 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 unless changed by mutual consent.

ARTICLE 32 -- CONTRACTING

Section 1: The Employer shall not contract out bargaining unit work if there are employees at work or on layoff who can perform the work in question. The Employer agrees that fire suppression functions within Butte-Silver Bow County, unless controlled by the US Forest Service or Department of Natural Resources and Conservation, shall not be contracted out to private companies. If additional or outside support is deemed necessary by the Director of Fire Services and the Employer to assist the Butte-Silver Bow Paid Fire Department perform fire department functions within the county, such as large scale disaster, written notice will be given to Local 96 by the Employer as to framework of the outside contractor's use.

Section 2: The Employer agrees that members of the IAFF Local 96, staffing the Butte-Silver Bow Paid Fire Department, will respond to all fire suppression, emergency medical, rescues, or related calls within Butte-Silver Bow County, where fire department services are deemed needed.

Section 3: The Employer agrees that effective upon signing of this Agreement, in no event shall the Employer contract or subcontract out for the provisions of any service currently performed by members of the bargaining unit, including but not limited to fire suppression, fire inspections, fire investigations, fire public education, rescue and emergency medical services during the term of this agreement.

ARTICLE 33 -- EQUIPMENT

All equipment shall be handled in accordance with Section 12 of Ordinance 22 adopted September 7, 1977.

ARTICLE 34 -- TIME EXCHANGE

Employees shall have the right to exchange time when the change does not interfere with the operation of the Fire Department.

Employees must complete and sign a Time Exchange Form that will be furnished by the Employer. This form must be signed by the officer in charge of the shift or his designated representative before the time exchange can take place.

ARTICLE 35 -- PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. All recalls to employment shall be in order of seniority. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work. The laid-off employee gives up all rights to recall if the employee fails to accept within two weeks after notification of recall. An employee shall be allowed a maximum of 30 days following acceptance of call to report to work, unless the employee is prevented from doing so by verifiable medical problems.

ARTICLE 36 -- PROMOTIONAL VACANCY

Section 1: The Employer agrees to schedule two (2) captains per shift. Employees so promoted shall serve a six (6) month probationary period.

Section 2: The Employer agrees that in the event of a vacancy of a Captain's position, to fill that Captain's position within ninety (90) days from the date of position opening.

Section 3: In the event of a vacancy in the position of Firefighter, and provided that all vacancy savings costs associated with a member of the Fire Department leaving have been realized, the vacant Firefighter position will be filled within sixty (60) days.

Section 4: Promotional lists shall be valid for one (1) year.

ARTICLE 37 -- PAYDAY

Section 1: Any additional payment of wages and/or reimbursement such as but not limited to retroactive pay, holidays sold, clothing allowance, etc., shall be paid by separate check subject to the policy and procedures of the Butte-Silver Bow Payroll Department.

ARTICLE 38 -- FIRE FIGHTER JOURNEYMAN PROGRAM

Section 1: A Fire Fighter Journeyman Program shall be established with the following pay/ classification structure instituted:

Probationary	Under 6 months
Appointed Fire Fighter	6 to 18 months
Confirmed FF I	18 to 30 months
FF II	30 to 42 months
FF III	Over 42 months

Note: The EMT Certification required for employment does not apply to any Fire Fighter employed prior to July 1, 2001.

Section 2: Those members covered under this agreement who are required to be licensed EMTs shall maintain their licensure as such for the duration of employment with the Butte-Silver Bow Fire Department. Licensing requirements for EMTs are those which are set forth by the State of Montana.

Section 3: Pay/classification will be determined by years of service and successful completion of the training and testing criteria established for the pay/classification structure.

Section 4: Administration of the program shall be by a joint committee composed of three (3) members from Local #96 and three (3) management representatives from within the Fire Department.

Section 5: The Committee's authority shall be to install, regulate, supervise, control and operate the program. Committee functions shall include:

- a) To establish suitable training criteria.
- b) To establish testing procedures.
- c) To facilitate appeals.
- d) To modify or upgrade standards when needed.
- e) To be responsible for the successful operation of the program.

Section 6: Any other necessary provisions related to the administration of the program shall be added through addendum to this contract should the parties find it necessary to do so.

ARTICLE 39 -- WAGE AGREEMENT

Section 1: Effective July 1st of each year, the following base wage-per-month schedule shall apply:

Classification	Monthly Salary (based on 2190 hours)		
	Current	FY19/20*	FY20/21*
Probationary (first three months)	\$3,803.63	\$3,879.70	\$3,957.30
Probationary (second three months)	\$4,033.46	\$4,114.13	\$4,196.41
Appointed Fire Fighter	\$4,721.34	\$4,815.77	\$4,912.08
Confirmed Fire Fighter I	\$4,758.92	\$4,854.10	\$4,951.18
Fire Fighter II	\$4,798.49	\$4,894.46	\$4,992.35
Fire Fighter III	\$4,836.11	\$4,932.83	\$5,031.49
Captain	\$5,875.49	\$5,993.00	\$6,112.86

*2% Increase

Section 2: Longevity shall be paid as follows:

Longevity Paid per Month	Years of Service in the Bargaining Unit	
	1 through 15	16+
July 1, 2017 through June 30, 2018	\$13.50	\$14.00
July 1, 2018 through June 30, 2019	\$14.00	\$14.50
July 1, 2019 through June 30, 2020	\$14.50	\$15.00
July 1, 2020 through June 30, 2021	\$15.00	\$15.50
July 1, 2021 through June 30, 2022	\$15.50	\$16.00
July 1, 2022 through June 30, 2023	\$16.00	\$16.50
July 1, 2023 through June 30, 2024	\$16.50	\$17.00
July 1, 2024 through June 30, 2025	\$17.00	\$17.50

Section 3: Effective July 1, 1999, retroactive to Christmas Day 1998, all employees covered by this Agreement shall receive 5.5 hours additional compensation per pay period (paid as longevity) at their current monthly compensation rate.

Section 4: The monthly compensation rate shall include the following: the base rate, longevity pay, and EMT pay.

Section 5: Any employee required to appear in any court hearing outside of their scheduled work shift because of a job-related case shall be compensated for a minimum of two (2) hours at overtime rate of pay and hour for hour after that.

ARTICLE 40 -- EMERGENCY MEDICAL TECHNICIANS (EMT)

Section 1: All members of the bargaining unit defined in Article 2 (Recognition) who attain and maintain EMT certification shall receive one hundred sixty-nine dollars and seventy-five cents (\$169.75) per month above base pay. Effective July 1, 2013, members who successfully complete the Airway Endorsement to their EMT licensing requirements will receive an additional five dollars and twenty-five cents (\$5.25) per month above base pay. Licensure requirements are those requirements as set forth by the State of Montana.

Section 2: If an individual within the bargaining unit is selected by the Director of Fire Services or his designee to act as EMT Course Coordinator, then said individual shall be compensated at an additional one hundred dollars (\$100.00) per month above base pay.

ARTICLE 41 -- HEALTH AND WELFARE

Section 1: The Employer agrees to pay as listed below per month toward the total cost of the premium of the Butte-Silver Bow Employees Health and Welfare Trust or a successor Butte-Silver Bow insurance plan. The Employer contribution shall be paid on behalf of all employees covered by the terms of this Agreement.

Coverage	Employer Contribution	
	July 1, 2019	July 1, 2020
Single	\$1,136.87	\$1,166.87
Two-Party	\$1,167.55	\$1,197.55
Family	\$1,181.49	\$1,211.49

Section 2: If the cost of the insurance premium for any employee covered by this contract should fall below the Employers maximum contribution, the difference will be paid to the employee so affected. This payment shall be paid on the regular payroll check in Special Wages.

ARTICLE 42 -- COPIES OF AGREEMENT

Butte-Silver Bow agrees to provide ten (10) copies and one (1) electronic copy of the Agreement to Local #96. It is also agreed that one (1) copy of this Agreement will be placed at each station and shall be made available at all times to the members of the bargaining unit.

ARTICLE 43 -- NEW IDEAS INCENTIVE

Employees who submit suggestions which are accepted by Butte-Silver Bow for improvements, changes and additions of the physical, mechanical or motivational operation of the Butte-Silver Bow Fire Department shall be paid for such suggestion once they are implemented and deemed successful by the Director of Fire Services. Suggestions shall be submitted to the Director of Fire Services and shall be signed and dated by the employee submitting the idea. The monetary reward will vary from \$10.00 to \$50.00 depending on the suggestion and the amount of the award will be determined by a committee composed of one representative of Local #96, one representative of Butte-Silver Bow, and a neutral third party selected by the other two members. Abuse of this Article as determined by the Director of Fire Services will lead to the immediate invalidation of this Article.

ARTICLE 44 -- SELF-CONTAINED BREATHING APPARATUS SERVICE PAYMENTS

Section 1: Employees who are certified to and perform maintenance on the department’s self-contained breathing apparatus shall receive fifty dollars (\$50.00) per month above base pay.

Section 2: This additional pay shall not be rolled into the base wage and will be paid in a lump sum payment by December 10 of each year.

Section 3: Taxation of this pay shall be determined by Internal Revenue Service (IRS) guidelines relative to such payments.

Section 4: Such certification shall be restricted to twelve (12) employees of the department at any one time.

Through attrition, either retirement and/or loss of certification, the number of certified Self-Contained Breathing Apparatus Technicians will be lowered to eight (8).

When it becomes necessary for technicians to attend a recertification class, fire department management will make classes available. Those technicians requiring recertification training shall attend this training course as no other arrangements will be made to accommodate the recertification. Every effort will be made to post class dates well in advance.

Section 5: Any member of the department may be required to fill SCBA cylinders. Training shall be made available to all employees covered by this contract to fill air bottles. Certification to perform the maintenance on SCBA is not necessary to fill cylinders.

Section 6: If an individual within the bargaining unit is selected by the Director of Fire Services or his designee to act as SCBA Tech Leader, then said individual shall be compensated at an additional one hundred dollars (\$100.00) per month above base pay.

ARTICLE 45 -- EQUAL OPPORTUNITY

The Employer agrees that any training will be distributed both fairly and equally to all employees, however, the Employer reserves the right to approve training. Members will be paid either overtime or compensatory time depending upon total compensatory hours accrued.

All fire department members may attend but only those members under 480 hours of accrued compensatory time will be compensated for training.

ARTICLE 46 -- EDUCATION

Employees may participate in Butte-Silver Bow's Education/Conference/Training Program in accordance with Butte-Silver Bow Policy 107.

ARTICLE 47 -- DURATION AND TERMINATION

Section 1: This Agreement shall be effective as of the 1st day of July, 2019, and remain in full force and effect until the 30th day of June, 2021.

The Agreement shall be automatically renewed from year to year therein, unless either party shall notify the other in writing seventy-five (75) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given and not less than sixty (60) days from the expiration date of the contract, each party must present the written proposals desired to be written into the new contract. The issues as framed above shall be the only subjects open for discussion and agreement during any negotiations, unless both parties agree to waive this requirement. Negotiations on the issues as presented above shall begin no later than forty-five (45) days prior to the anniversary date and this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party, in the manner set forth in the following paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Butte- Silver Bow, Montana, the day and date first written above.

FOR INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL, CIO, LOCAL NO. 96

By:  7/27/2020

By:  7/27/20

FOR CITY-COUNTY OF
BUTTE- SILVER BOW, MONTANA

By: DocuSigned by: Dave Palmer August 6, 2020 | 10:11:42 A
BB0002738D44E3
Chief Executive

ATTEST

By: DocuSigned by: Sally J Hollis Sally Hollis August 6, 2020 | 8:48:46 AM
B088CF393355452
Clerk and Recorder