

2023-2025

COLLECTIVE BARGAINING AGREEMENT

Between

**Great Falls Airport Fire Fighters Association
IAFF Local #3261**

and

**State of Montana
Department of Military Affairs
Air National Guard**

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PREAMBLE

This agreement is made and entered into this 2/26/2024, by and between the State of Montana, Department of Military Affairs, hereinafter called "Employer", and the Great Falls Airport Firefighters Association, International Association of Firefighters, Local #3261, hereinafter called the "Association", for the purpose of promoting and improving understanding between the Employer and the Association relative to labor-management relations, standards of wages, hours, and other conditions of employment, and to provide a means of amicable and equitable adjustment of grievances which may arise within the terms contained herein.

ARTICLE ONE - RECOGNITION

The employer hereby recognizes the Association as the exclusive representative for all shift employees of the Department of Military Affairs, Montana Air National Guard Fire Department, excluding the Fire Chief, Deputy Chief and Assistant Chiefs.

ARTICLE TWO - MANAGEMENT RIGHTS

The Association recognizes the prerogatives of the Employer to operate and manage its affairs in such areas, 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 continuation of such work would be inefficient or nonproductive;
4. Maintaining the efficiency of government operations;
5. Determining the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. Taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
7. Establishing the methods and processes by which work is to be conducted. Such rights are retained by the Employer unless abridged, delegated or modified by the express provisions of this agreement.

ARTICLE THREE - ASSOCIATION RIGHTS

Section 1. The Association shall certify in writing to the employer the names of all employees or others authorized to represent the Association in the grievance procedure specified in Article Seven. For the purpose of that Article, persons authorized to represent the Association shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.

Section 2. Visits by Union Representatives: The Employer agrees that accredited representatives of the International Association of Fire Fighters or the Montana Council of Fire Fighters shall have full and free access to the premises of the Employer at all times subject to the approval of the Fire Chief. The Association agrees to provide the Employer with a list of such accredited representatives and to notify the Employer in writing of any changes to the list.

Section 3. Association Meetings/Bulletin Boards: The Employer agrees, subject to availability, to allow the Association to use the Employer's facilities for Association meetings. The Association shall be liable for any damage resulting from such use. Employees may, at the discretion of the employer, be allowed to attend association meetings during working hours.

The Employer will provide the Association with a reasonable amount of bulletin board space. The Association will not post information critical of or derogatory to, the employer in the space provided.

ARTICLE FOUR - ASSOCIATION SECURITY

Section 1. Upon receipt of written authorization from an employee covered by this agreement, the employer agrees to deduct Association dues or representation fees from the employee's pay. The Employer will remit such dues to the Association within 30 calendar days.

Section 2. The Association will indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability, including attorney's fees and costs of defense thereof, that arise by reason of any action taken or not taken by the Employer with regard to this Article.

Section 3. All correspondence to and from the Association shall be remitted through the executive office of the Association by management and the Association.

ARTICLE FIVE - NON-DISCRIMINATION

The Employer and the Association accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, family relationships, and membership or non-membership in the Association.

ARTICLE SIX - HOURS OF WORK AND OVERTIME

Section 1. Schedules

1. "Shift" employees.

All shift employees will be assigned to work 24 hours on followed by 48 off. The shift start time shall be 0700, unless otherwise designated by management and mission-driven. Every shift employee shall choose one K-day per 28 day pay cycle in which he/she will not be scheduled to work. The shift which starts the 28 day pay cycle may choose a second K- day for that period. The decision to select a second K-day resides with the employee, but once the decision is made it is binding. K-Days will be chosen by the employee in conjunction with annual leave selection each year and approved by management. Order of selection will be by seniority. Overtime will be earned per section 207(k) of FLSA.

1.1 Each shift employee may choose up to 96 additional hours to support mission requirements and or manning shortages. The hours will be picked within one month after leave picks are finalized, giving time to determine any manning shortfalls or needs. The hours when mutually agreed upon by employee and management may be used to support committee activities or leadership team activities throughout the year. The additional 96 hours to support mission requirements cannot be used to take trades or personal leave. The member will be able to take sick leave in accordance with Article Nine, Section 2. Deviations will be considered by management on a case-by-case basis.

1.2 Each shift employee may not be scheduled to work over 72 hours continuously to support mission requirements and/or for manning shortages without preapproval from the Chief or Deputy Chief.

2. Schedule changes.

It is understood and agreed that individual employee's schedules (see A above) may be temporarily changed due to flying schedules, attendance at training schools, and/or assignment to light duty. Employees, whose schedules are changed for the reasons listed above, will be given at least 9 (nine) days' notice of any such schedule changes. Any schedule changes that must be made with less than 9 (nine) days' notice must be done with mutual consent.

3. Early relief.

For early relief to take place the following must occur:

- 1) Only relieved by vehicle replacement member
- 2) The relief must be in uniform.

- 3) The relief must have their firefighting gear on all vehicles assigned by the individual being relieved.
 - 4) The relief must notify the Captain/Sr. LT (shift SFO) that they are ready to relieve (name).
 - 5) The individual being relieved must notify the Captain/ Sr. Lt. (shift SFO) that they have been relieved by (name).
 - 6) Individuals being relieved will not change out of the approved uniforms until steps 1-5 have been accomplished.
 - 7) The relief individual is responsible for any off going shift's duties not yet accomplished: Station/Vehicle maintenance.
4. An injured employee who suffers a medical disability, upon request by said employee and when such work is available and with medical approval, may be temporarily assigned light duty at his/her regular rate of pay. Such temporary light duty assignments shall be limited to six months in duration. Light duty is subject to management approval and is typically defined as temporary, short-term, reassignment due to a medial determination by a licensed physician. The medical determination must state the employee's limitations and ability to perform light duties. Light duty may consist of, but not be limited to, Fire Department dispatch, or administrative duties as determined by the Fire Chief or his qualified designee.

Section 2. Overtime and Compensatory Time. Shift employees required to work in excess of 212 hours in a 28-day period (2 biweekly pay periods) at the direction of management, shall be compensated at a rate of one and one-half times the average hourly rate for each hour of overtime worked. Overtime shall be computed to the nearest one-half hour. (For straight time pay rates see Addendum A.)

With management approval, employees may elect to receive non-exempt compensatory time off at a rate of one and one-half times for each additional hour worked and exempt compensatory time off at a rate of one hour for each additional hour worked in accordance with the provisions of this agreement. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement.

Subsection 1. Non-exempt compensatory time may not be accrued beyond 120 hours, representing 80 hours of actual overtime worked.

Subsection 2. Exempt compensatory time may not be accrued beyond 120 hours, representing 120 hours of actual overtime worked.

Subsection 3. An employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated compensatory time will be paid to the employee at their final regular rate of pay.

Subsection 5. The Employer may, at any time, pay cash for all or any portion of an employee's accrued compensatory time.

Section 3. Hold Over pay. Employees required to stay after their regularly scheduled shift for in excess of 15 minutes shall be compensated at the rate of one and one-half times their regular straight time rate for the actual hours worked, but with a minimum of one hour of overtime compensation.

Section 4. Call Back Pay. Employees required to return to work during their off-duty hours shall be compensated at a rate of one and one-half times their straight time pay rate for the actual hours worked, with a minimum guarantee of two hours. Whenever manning falls below the required levels and results in replacement personnel receiving less than nine (9) days notice, call back pay must be used.

Section 5. Standby for Recall: If an employee is required by management to remain at home available for call back to duty (standby) he/she shall be compensated at the rate of one hour of straight time wages for each four hours on standby. Employees will be placed on standby status in four hour increments.

Section 6. Employees shall be entitled to: 1) a one hour lunch break, 2) a one hour dinner break, and 3) two 20-minute rest breaks. The lunch break shall normally be scheduled between 1130 and 1230 hours. The dinner break shall normally be scheduled between 1700 and 1800 hours. The morning rest break shall normally be scheduled to begin between 0900 and 0930 hours. The afternoon rest break shall be scheduled between 1430 and 1450 hours.

It is understood and agreed that lunch, dinner and/or rest breaks may be interrupted due to emergencies or essential work, but that such breaks shall be resumed for the normal duration immediately upon conclusion of emergency or essential work. If work assignments extend past 1800 hours, employees performing such work shall be entitled to one 20-minute coffee break for each two consecutive hours of work.

ARTICLE SEVEN - GRIEVANCE PROCEDURE

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all grievances between them involving questions of interpretation or application of the express terms and provisions of this Agreement.

Section 1. Steps to the grievance procedure

Step 1. Any alleged violation of this Agreement shall first be discussed informally between the employee(s) and the Fire Chief, Montana Air National Guard Fire Department, within 10 calendar days after the alleged grievance occurs. No grievance shall be reduced to writing and advanced to Step 2 of this grievance

procedure until it has been presented for informal discussion and attempted resolution. The timeline may be extended through mutual agreement in the event the Fire Chief is unavailable due to extended absence. The Association will inform via e-mail the Fire Chief with a copy to the Base C.E.

Step 2. If the grievance is not settled at Step 1, the aggrieved employee shall, within 10 calendar days after the date of the Step 1 submission, present the grievance in writing to the Chief, Montana Air National Guard Fire Department. The grievance must be signed by the employee(s). The Chief will issue a written response within 10 calendar days after receiving the grievance at Step 2.

Step 3. If the grievance is not settled at Step 2, the aggrieved employee, within 10 calendar days after the date of the Step 2 decision, present the written grievance to the Base Civil Engineer/Fire Marshall. The Base Civil Engineer/Fire Marshall shall issue a written response within 10 calendar days after receiving the grievance at Step 3.

Step 4. If the grievance is not settled at Step 3, it shall be presented in writing to the Adjutant General or his designee, within 10 calendar days after the date of the Step 3 decision. The Adjutant General shall issue a written response within 10 calendar days after receiving the grievance at Step 4.

Step 5. If the Association considers the Step 4 response unsatisfactory, the Association may, within 15 calendar days after receiving the Step 4 response, notify the Director of the Department of Military Affairs and the Chief, State Office of Labor Relations, of its decision to submit the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing

1. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step. The time limit for the grievant(s) shall be suspended when the grievant(s) is on military orders.
2. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it.
3. A grievance not advanced to the next higher step within the time limits set forth in this Article shall be deemed permanently withdrawn and settled on the basis of the decision at the most recent step of the grievance procedure. Failure on the part of the Employer's representative to respond within the time limits set forth at each step in this Article will entitle the employee to proceed to the next step.
4. When the grievance is presented in writing, it shall include all of the following:
 - a. A complete statement of the grievance and facts upon which it is based;
 - b. The specific section or sections of this Agreement allegedly violated; and
 - c. The remedy or correction requested.

Section 3. Rules of Arbitration

1. Within 10 days after such written notice of intent to arbitrate is delivered to the Adjutant General, the parties shall call on the Montana Board of Personnel Appeals to provide a list of five arbitrators.
2. The parties will flip a coin to determine who strikes the first name. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator chosen shall be contacted and asked to schedule a hearing at the earliest possible date. No additional evidence may be submitted following the conclusion of the arbitration hearing. The arbitrator shall issue a decision within 30 calendar days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.
4. Time limits at any step of the grievance procedure may be extended by mutual agreement between the parties.
5. The use of the above procedure is exclusive. Employees desiring to contest an employment action through alternative statutory or civil procedures may not contest the same employment action under the provisions of this Agreement's grievance procedure. Should the employee choose to pursue a statutory or civil procedure prior to exercising his grievance rights, the employee waives the right to pursue the claim through this grievance procedure.
6. The arbitrator's authority shall be limited to the interpretation and application of the express terms and provisions of this Agreement. No arbitrator shall have the power to add to, subtract from, or modify the terms of this agreement.

ARTICLE EIGHT - HOLIDAYS

Section 1. Recognized paid holidays shall be the following, in compliance with Section 1-1-216, M.C.A:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln's and Washington's Birthdays	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Day after Thanksgiving of 2023 only	
Juneteenth 2024 and each actual Juneteenth thereafter.	

Section 2. Employees will be compensated for legal holidays, as set forth in 1-1-216, M.C.A, at the rate of 3.40 hours per bi-weekly pay period, which shall be added to the employees' base pay and paid at the regular rate.

The 3.40 hour figure is determined by multiplying the average annual number of legal holidays (10.5) by the holiday benefit of eight hours, dividing that number into 26 bi-weekly pay periods, and rounding up to the nearest tenth of an hour.

Additionally, employees who work more than 8 hours on an officially recognized Holiday listed above will be eligible for a shift differential of \$10 per hour. The differential shall only be paid for all hours worked over 8 on the specific day of the Holiday and will not be applicable to additional shift hours on the day prior or day after.

For employees participating in the FURS retirement plan, Section 19-13-104 (c) (i), M.C.A. excludes holiday pay as compensation for retirement benefits.

Section 3. If any days are added to or subtracted from the above list of recognized paid holidays by the legislature, or if the number of pay periods is changed through legislative action, such changes shall become effective on the date the legislation takes effect, and the formula set forth in Section 2 of this Article shall be adjusted accordingly.

Section 4. Part-time employees shall receive prorated holiday benefits.

ARTICLE NINE - LEAVES

Section 1. Vacation Leave.

- A. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. 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 6 calendar months.
- B. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- D. 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

any agency whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Annual Leave Credits (Hours)</u>
1 day through 10 years	120
10 years through 15 years	144
15 years through 20 years	168
20 years on	192

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with one year of employment for each calendar year of full-time employment following his/her date of hire.

- E. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- F. Annual Vacation Leave will be accumulated per MOM Policy.
- G. An employee who terminates his employment for reason not reflecting discredit on him/herself shall, upon such termination, receive cash compensation for unused vacation leave in accordance with law, providing the employee has worked the qualifying period as set forth in Section A. above. Unused earned vacation leave shall be paid at the employee's regular rate of pay in effect at the time of the termination.
- H. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and supervisor, in the best interest of the employer. Employees will request vacation prior to the start of the first 28-day cycle in January through the end of the first 28-day cycle in January of the following year. Order of selection will be by seniority.

Each year after vacations have been chosen, vacation requests will be considered on a case-by-case basis, in the order they are received. Such requests must be made in writing at least five calendar days in advance of anticipated leave starting dates, unless otherwise mutually agreed. Leave requests will be made in 30-minute increments.

Section 2. Sick Leave Employees are entitled to sick leave benefits as set forth below.

- A. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.
- B. For the purpose of this section, "Immediate Family" shall be defined per MOM Policy and MCA code.
- C. An employee may use sick leave for:
 1. illness;
 2. injury;
 3. medical disability;
 4. maternity-related disability;

5. quarantine;
 6. medical, dental, or eye examination or treatment;
 7. necessary care of or attendance to an immediate family member or, at the Employer's discretion, for another relative, for the above reasons and until other attendance can reasonable be obtained; and
 8. death or funeral attendance for an immediate family member or, at the Employer's discretion, for another person.
- D. Each permanent full-time employee shall earn sick leave credits from the first day of employment at the rate of 3.69 hours per pay period to be credited at the end of each pay period. There shall be no restriction as to the number of hours accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for 90 days.
- E. An employee may not accrue sick leave credits while in a leave-without-pay status.
- F. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- G. Bargaining unit employees are entitled to sick leave benefits provided they work the qualifying period.
- H. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county, or city.
- I. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.
- J. An employee may contribute accumulated sick leave to the non-refundable sick leave fund for state employees in accordance with the sick leave fund rules adopted by the Department of Administration.
- K. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Sick leave abuse is described in MOM Sick Leave Policy and occurs when sick leave is used for purposes other than those identified in Subsection C above. Abuse includes misrepresentation of conditions for which sick leave is requested, a chronic or patterned use of sick leave, etc.
- L. If the employer has reason to believe that an employee is abusing sick leave, a doctor's certification may be required before sick leave benefits are allowed. Doctor certification is described in MOM Sick Leave Policy and must be provided by a licensed physician or another licensed health care provider competent to treat and diagnose the particular illness or condition. The employee shall only be required to bring in a doctor's

certification for no more than 12 consecutive months from the time he/she is notified.

M. When an employee contacts the employer that they have injured themselves off duty or has an extended illness and cannot report to work for extended time (48 hours) they will supply the employer with written notice from a doctor for the fitness to return to full duty. If the employer wishes a second opinion the employer is liable for the cost of this opinion. This will assist employer from any liability if the employee were to return without proper medical authority. To exclude family members care.

Section 3. Additional leave for each hour worked in excess of 80 worked in a pay period; a fire fighter shall be credited with additional leave time as follows:

<u>Years Experience</u>	<u>Leave Time Credit</u>
1 day – 10	.103875 hrs.
10 – 15	.115375 hrs.
15 – 20	.126875 hrs.
over 20 years	.1385 hrs.

For purposes of this section only, hours worked includes regular hours, military leave, sick leave and jury duty leave.

This leave must be used during the calendar year in which it is accrued. To limit accrual and employer liability this leave is to be used prior to all other accumulated leaves except sick leave and military leave. An employee may retain up to 24 hours of such leave so long as it is scheduled to be used within 90 days after the end of the calendar year. The employer may, at its discretion, "cash-out" or "buy-back" this leave at any time. If an employee leaves employment sometime during the year such leave as has accrued under this section will be paid out in full.

The leave credits set forth in this section are based on the average number of regularly scheduled hours under Article 6 of this Agreement. It is understood and agreed that if the parties agree to adjust the average number of regularly scheduled hours under Article 6, the leave credits listed above will be adjusted accordingly.

Section 4. Leave Without Pay Employees may request to take leaves of absence without pay for good and sufficient reasons. Such requests will be made in writing to the Fire Chief. Approval of these requests is at the discretion of the Employer.

Section 5. Maternity Leave Eligible employees will be granted maternity leave as provided in Section 49-2-310 and 49-2-311, M.C.A.

The Employer may not:

1. terminate a woman's employment because of her pregnancy;
2. refuse to grant to the employee a reasonable leave of absence for such pregnancy;

3. deny to the employee who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. require that an employee take a mandatory maternity leave for an unreasonable length of time.

Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 6. Military Leave. Eligible employees will be granted military leave as provided in 10- 1-1009.MCA.

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 7. Jury Duty/Service as Witness. Employees will be granted leave to serve as jurors or witnesses in accordance with Section 2-18-619, M.C.A.

- A. 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 from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit 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.
- B. 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 him by the court.
- C. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state government.

ARTICLE TEN - HEALTH INSURANCE

The Employer agrees to contribute the same amount toward the State of Montana group health insurance premium as established for all other state employees in 2-18-703, M.C.A.

ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

Section 1. Probationary employment. All new employees must complete a six-month probationary period. The probationary period may be extended up to an additional six months if, at the end of the first period, the Employer determines that the employee's performance is not satisfactory. The Employer will notify the Union of any decision to extend the employee's probationary period not to exceed one year.

During the probationary period employees may be terminated for any reason, without recourse to the grievance procedure set forth in Article 7.

The Employer may discharge any employee who has completed the probationary period only for just cause. The affected employee is entitled, upon request, to a written notice of such cause. It is understood that all employees must maintain their security clearance regardless of their status as to guard membership. Failure to obtain or maintain adequate Security clearance constitutes just cause for termination. From a liability perspective, it is incumbent upon the employee to notify management of any changes in security clearance or driver's license status.

Section 2. Reduction in Force and Recall. "Reduction in force" means the layoff of an employee for reasons including, but not limited to:

- A. elimination of programs;
- B. reduction in FTE's by the legislature;
- C. lack of work;
- D. lack of funds;
- E. expiration of grants;
- F. reorganization; and
- G. conditions where continuation of work would be inefficient or non-productive.

Seniority is defined as the total continuous length of service in the bargaining unit per Addendum C.

Should the Employer exercise its prerogative to carry out a reduction in force, selection of employees for layoff will be based on seniority. That is, the last employee hired shall be the first released. No permanent employee will be laid off while a probationary employee within

the bargaining unit is retained.

The Employer retains their right to re-assign employees to remaining positions. Employees will be re-assigned based on seniority. If a re-assignment results in a downgrade (demotion), the least senior employee will be re-assigned first. This language in no way sets a minimum or maximum number of employees that may be re-assigned due to a reduction in force. Pay rates for downgrades/demotions will be governed by the Pay Plan Rules.

If a layoff is imminent, all eligible employees may inform the Employer of their desire to take advantage of RIF benefits. It is understood, that if eligible employees pursue RIF benefits, this may result in less senior employees being retained.

Employees laid off by a reduction in the work force will be given a minimum of 14 calendar days' notice.

Employees who are laid off through a reduction in the work force may be eligible for recall for a period of up to five years, if qualified, from the effective date of layoff. An employee who wishes to be eligible for recall must provide the Employer with a current address. The Employer will recall employees based on their seniority. That is, the last employee released as a result of a reduction in force shall be the first rehired.

Section 3. Wages. Wages shall be paid to employees in accordance with state central payroll system practices and procedures. Rates of pay for the classified positions covered by this bargaining unit are attached hereto as Addendum A and individual pay rates shall be administered in accordance with statute and Pay Plan Rules (MOM).

Section 4. For purposes of promotion from the Firefighter classification to the Engineer classification, an individual must have completed all probationary requirements, as well as completion of Driver/Operator series (ARFF, Structural and MWS) certifications prior to starting a one-year engineer training plan. After completion of the one year engineer training plan and Telecomm I and II certifications, the firefighter must attain a passing score of 75% on an engineer proficiency test. Firefighters failing to pass the engineer proficiency exam may do a retake after waiting at least six months. Firefighters being promoted to engineer will be contingent upon the chief's approval.

Section 5. Physicals.

The Employer will provide and pay for employee physicals in accordance with the current requirements under NFPA 1582. and current 1582 TIG. All firefighters assigned to fire operations will meet the medical and fitness requirements of NFPA 1582 and per current TIG in an effort to ensure firefighters are fit for duty, all firefighters will be medically evaluated and qualified for duty annually by the fire department physician. NFPA 1583 may be used as guidance for developing a fitness program.

Subsection 1. Drug Testing & Alcohol Testing

Employees will participate in a random drug test program to meet requirements in NGR 5-1/ANGI 63-101 chapter 36 as may be updated. See Addendum D.

Section 6. Uniforms.

- A. Employees will be provided with protective clothing and equipment which meets the current Air National Guard, Table of Allowances.
- B. All new employees will purchase the prescribed initial issue of uniform clothing and will submit bills through to the Civil Engineer Financial Management Office for such purchase not to exceed \$750 for which they will be reimbursed. Thereafter they may be reimbursed for additional replacement expenses at the first regularly scheduled claim period which is scheduled not less than six months from their date of hire.
- C. All personnel will receive \$750 annually per person. Reimbursement will occur upon presentation of receipts. The receipts for individual reimbursement will be submitted to a Uniform Representative during the month of April. At the end of April, the Uniform Representative will submit the receipts, verified by the Fire Chief and the Great Falls State Administrative Officer, to the State of Montana, Department of Military Affairs, Operations Support, Helena, for reimbursement. Any uniform item which is irreparably damaged in the course of duty will be replaced at the employer's expense.
- D. It is agreed that the "Dress and Uniform Standard", attached hereto as Addendum B will constitute the minimum standard for personal appearance and uniform requirement. Any change in said standard must be agreed upon by the Labor Management committee.
- E. All employees who are promoted to Engineer, Lieutenant, Captain, and Battalion Chief will be allotted an additional uniform reimbursement to be used within 60 days of official promotion.

Engineer - \$100
Lieutenant and Captain - \$150
Battalion Chief - \$200

Section 7. The Employer shall provide kitchen facilities for meal preparation.

Section 8. Employee Substitution/Trade Time. In accordance with Section 7 (p) (3) of the F.L.S.A.:

- A. Contingent upon the approval of the Senior Fire Officer or the Fire Chief, employees may substitute for each other during scheduled work hour so long as both parties are assigned to work in the same capacity. Any refusal of such an exchange request will be accompanied by a written explanation of the work-related reason for such refusal.
- B. The substitute will be eligible for worker's compensation benefits and the individual being substituted for will be considered off duty. This is in accordance with 39-71-407, M.C.A.

- C. There shall be no limit on the number of approved shift exchanges including exchanges of "Kelly days" off.
- D. Where one employee is permitted to substitute for another, each employee will be credited as if he or she had worked his or her normal shift.
- E. No employee will receive overtime or comp time as a result of the above provisions. The employer will not be required to keep records of the hours of substitute work, and will assume no liability for hours not "paid back" by employees performing substitute work or trading hours under the above provisions.
- F. Fire fighters reporting to work prior to their scheduled starting time with shift supervisor's approval may relieve fire fighters on the previous shift. Early relief time will not be considered compensable hours of work. This relief is on a voluntary basis by the employee and is not required by the employer.

Section 9. Association - Management Committee:

- A. There shall be an Association - Management committee composed of four members. The Association shall name two members and the Employer shall name two members. The committee shall meet four times per year or as otherwise agreed. The committee will meet to discuss matters of mutual interest.
- B. The meetings shall be at the call of the chairman and chairmanship shall alternate between the Association and the Employer. The party calling a meeting shall provide the other party with a tentative agenda at least five working days prior to the proposed meeting date. Neither party to the committee is limited by the tentative agenda. Upon mutual agreement between the Employer and the Association, the Committee may make joint written recommendations to the appropriate level of management.
- C. In the event that changes in the Position Descriptions of the members of this unit are being considered, the Union/Management committee will be allowed to review and comment on such proposed changes.

Section 10. Work out of Classification (Provisional appointment). Provisional appointment means the temporary appointment by the Fire Chief (or, in the Fire Chiefs absence, the Deputy Fire Chief) of a permanent employee to fill a position of a classification other than his own, while the employee regularly assigned to that position is absent. Such assignment must be in writing.

Subsection 1. Provisional pay.

An employee who is provisionally assigned to perform all the duties of a position at a higher grade level than his regular assignment for more than 28 calendar days shall be paid at the grade level of the higher position. If a provisional appointment is foreseen in advance, the provisional pay will start the first full pay period that the employee is fulfilling that role.

Subsection 2. Duration of status.

An employee given a provisional appointment shall not achieve permanent status in the higher classification and upon termination of the provisional appointment shall be returned to his officially assigned position and rate of pay. An employee given a provisional appointment must obtain the appropriate badge and nametag for the position when the provisional assignment lasts sixty (60) days or longer.

Subsection 3. Basis of assignment.

Such provisional appointments will be based on employee's qualification and seniority within the Shift, then the Department. Seniority will be based on date of rank. In the case of same date of rank seniority will be based on the date of hire. (Day/Shift employees) may be temporarily transferred based on these assessments. Management reserves the right to make the final decision based on these assessments.

Section 11. All schooling, training and educational materials required for continued employment will be furnished by the employer at no expense to the employees. Employees may request additional schooling or training, and if approved by the employer, the training will be paid by the employer. When attending a school at the request of Fire Department management, a firefighter shall be paid as follows:

Travel Pay: Hourly pay for reasonable travel time incurred by firefighters traveling to class location.

Class days: 8 hours of pay for each day of class (unless schedule indicates longer class periods).

Reasonable differential compensation pay: When attending a non-local class, a firefighter will be compensated hour-for-hour for any hours that were lost from regularly scheduled shifts.

Returning to duty:

Local class: (Within Cascade County) Unless prior authorization is granted, a firefighter, upon completion of a local class, will be expected to return to the next assigned shift, unless his/her shift is currently working. If currently working, he/she will return and finish the shift after class.

Non-local class: (Outside Cascade County) Unless otherwise authorized, firefighters will return to work on the next shift scheduled after they arrive home from an out-of-town class. If arriving back in town after midnight the night before a scheduled shift, the firefighter may pre-arrange leave or trade shifts if necessary.

Section 12. The union will be afforded the opportunity to have a representative sit in on interviews and assessments. Management will notify the union at the same time as the candidate or candidates are notified. On the day of the interview or assessment, management will provide the union representative all questions to be asked to the candidates. The union representative is an observer and will not participate in the hiring or assessment process. Absence of a union representative will not delay or cancel any interview or assessment.

ARTICLE TWELVE - SEVERABILITY

In the event that any provision of this Agreement is declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE THIRTEEN - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Employer and the Association. The parties expressly intend that neither party shall be obligated during the term of this Agreement to bargain over any subject, regardless of whether or not the subject is covered by the Agreement, and regardless of whether or not the subject was contemplated, discussed or made into a written proposal by either party during the negotiation of this Agreement.

ARTICLE FOURTEEN - EFFECTIVE DATE - TERM

This Agreement shall be effective upon ratification and signature by both parties, and shall remain in full force and effect through the 30th day of June 2025. If either party desires to modify this Agreement, it shall give notice to the other at least 60 days prior to the expiration date. If the Association gives such notice, it shall notify the Chief of the State Office of Labor Relations and the Department of Military Affairs, in writing. The terms and conditions set forth in this agreement shall not be changed by either party without the consent of the other party during the negotiation, mediation, fact-finding or arbitration of the successor agreement.

ARTICLE FIFTEEN - NO STRIKES

Section 1. Strikes, slowdowns, sickouts, or lockouts are prohibited during the term of this agreement. The critical nature of the employees' duties requires that they not allow any picket line to deter them from their duties.

Section 2. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

Section 3. In the event of breach of this Article, the Employer shall have such rights and recourse as the law may provide, including liability for any and all injury or damage which may result from such a breach.

FOR: STATE OF MONTANA

FOR: INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL #3261

DocuSigned by:

Karol Anne Davis

382B3999E2BE4DB...

Karol Anne Davis, Chief
State Office of Labor Relations

DocuSigned by:

Nichollas Hackett

CBA16566FBC544E...

Nichollas Hackett, President
Local #3261

DocuSigned by:

J. Peter Hronek

B0F0F504DBAD4CD...

Maj Gen J. Peter Hronek
Montana Adjutant General
Director, Department of Military Affairs

DocuSigned by:

Brett Whitmore

ED1C593C3EF8400...

Brett C. Whitmore, Vice-President
Local #3261

DocuSigned by:

Jacob Meierhoff

272195D3188E477...

Jake Meierhoff, Secretary-Treasurer
Local #3261

ADDENDUM A - PAY RATES

Across the Board Pay Adjustments

Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

Employer Contributions for Group Health Plan

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

Probationary Firefighter's Compensation

The Probationary Firefighter's wage will be an hourly rate equal to \$4000 below the Firefighter base annual wage. For example:

FF Base Hourly Rate X 198.6 (hours paid) X 13 (pay periods) - \$4000

Temporary Assignment Compensation

Position base hourly rate X 198.6 (hours paid) X 13 (pay periods)/2262 (Position hours paid) = Position annual hourly rate.

Pay Matrix								
2023 - 2024								
1 July 2023 to 30 June 2024								
	Base	5 thru 9	10 thru 14	15 thru 19	20 thru 24	25 thru 29	30 thru 34	
Position	Longevity	1.50%	3.50%	5.50%	7.50%	9.50%	10.50%	
Battalion Chief	26.75	27.15125	27.68625	28.22125	28.75625	29.29125	29.55875	
Captain	25.044074	25.41973511	25.92061659	26.42149807	26.92237955	27.42326103	27.67370177	
Sr. Lt	23.83145	24.18892175	24.66555075	25.14217975	25.61880875	26.09543775	26.33375225	
Lt	23.511742	23.86441813	24.33465297	24.80488781	25.27512265	25.74535749	25.98047491	
Engineer	22.102663	22.43420295	22.87625621	23.31830947	23.76036273	24.20241599	24.42344262	
FF	20.796607	21.10855611	21.52448825	21.94042039	22.35635253	22.77228467	22.98025074	
Probation/Provisional	19.2473003	NA	NA	NA	NA	NA	NA	
1 Jul 2024 ON								
Position								
Battalion Chief	28.25	28.67375	29.23875	29.80375	30.36875	30.93375	31.21625	
Captain	26.544074	26.94223511	27.47311659	28.00399807	28.53487955	29.06576103	29.33120177	
Sr. Lt	25.33145	25.71142175	26.21805075	26.72467975	27.23130875	27.73793775	27.99125225	
Lt	25.011742	25.38691813	25.88715297	26.38738781	26.88762265	27.38785749	27.63797491	
Engineer	23.602663	23.95670295	24.42875621	24.90080947	25.37286273	25.84491599	26.08094262	
FF	22.296607	22.63105611	23.07698825	23.52292039	23.96885253	24.41478467	24.63775074	
Probation/Provisional	20.7473003	NA	NA	NA	NA	NA	NA	

ADDENDUM B - DRESS AND UNIFORM STANDARD

The purpose of this standard is to set forth a standardized dress and appearance guide for the Fire Department. This will be adhered to by all Fire Department personnel in regard to personal, as well as uniform, appearance and the wearing of the uniform. It will be the responsibility of all supervisors to ensure that all personnel abide by this standard and that appropriate action be taken against those who do not wish to conform.

1. PERSONAL APPEARANCE:

- A. Hair should show a neat appearance at all times. It will be worn no longer than the bottom of the shirt collar and no longer than the bottom of the ear. No fad haircuts will be acceptable, i.e. mohawks, Qs, etc.
- B. Mustaches may be worn as long as they do not interfere with a proper seal when personnel are wearing SCBA, Self-Contained Breathing Apparatus.
- C. Jewelry should not be worn on duty, due to safety considerations, with the exception of watches with nonconductive watchbands.

2. UNIFORMS:

- A. Uniform Material Performance: Workstation uniforms will comply with NFPA 1976.
- B. Station Uniform: The standard uniform will consist of shirt, trousers, belt footwear, badge, name tag, collar brass, headgear, and patches as specified below. The style, type and weight of uniform material will be identified and approved by Uniform Committee and Fire Chief, in compliance with O & M standard Chapter 3.6 and NFPA 1976. Refer to item D for reimbursable items.
 - i. Work Jacket: Jacket or cold weather coat, navy blue with (emblem on left chest name on right chest, appropriate with climate.
 - ii. Trousers: Conventional uniform style, navy blue. Short: Cargo
Short, Navy Blue or Black (depending on position) knee height and must be worn with safety toed low profile shoes and black socks.
 - iii. Shirt: Uniform type with two flap pockets and badge tab, or golf type, conforming to the following structure:
 - 1. Uniform type, or golf type, navy blue in color.
 - 2. Golf Type: long or short sleeve, with emblem on left chest and name on right chest. Rank on right chest is optional. Firefighters to Engineers navy blue in color, Lieutenants to Captains or navy in color.
 - 3. Undershirt: Navy blue with emblem on left chest. Style (long or short sleeve) depending on uniform type, i.e., sleeve with short sleeve, and long sleeve with long sleeve. Can be worn as an outer garment around station.
 - 4. Work Shirt: Navy blue with emblem on left chest. Name on right chest.
 - 5. For wear around the station the uniform shirt, work shirt, undershirt,

or golf type shirt may be worn.

- iv. Belt: The belt shall be black with plain buckle.
- v. Footwear: Footwear shall be black in color; boots or shoes are acceptable, plain toe without design. Footwear must be serviceable. Cold weather footwear is approved as long as they are serviceable. Footwear will have a safety toe. Socks will be black if visible.
- vi. Badge: MTANG FD Badge.
- vii. Headgear: The authorized headgear is baseball type hat with emblem (navy blue), dress type hat, or cold weather stocking cap only.
- viii. Patches and Adornments: Authorized items are listed below:
 - 1. The US Flag will be worn on the right sleeve two inches from the top seam, centered
 - 2. The Fire Department Patch will be worn on the left sleeve two inches from the top seam, centered.
 - 3. The National Registry Emergency Medical Technician patch can be worn one and a half inches on the right breast above the pocket, centered.
 - 4. Collar Brass will be worn commensurate to the FD Officer's rank.
 - 5. Name Tag will be worn over the right breast pocket.
 - 6. Badge will be worn on the left breast.
- ix. Optional Items: To be determined by the Fire Chief and the Uniform Committee in compliance with Section B, number 1. The approved optional items are:
 - 1. Dress Hat
 - 2. Dress Uniform
 - 3. After hour's attire with emblem on left chest and left leg.
- x. Physical Fitness Clothing: The physical fitness clothing can consist of any type of clothing but within the perimeters of good taste and condition, meeting the requirements of NFPA 1976 and would not present a risk of melting or burning to the individual (i.e. no spandex, polyester, nylon) with the understanding that if an emergency happens in that time frame, turnout gear will be worn.
- xi. The Fire Chief may issue any additional cold weather clothing for Fire Department use.

C. Basic Issue: All Fire Department personnel are authorized a basic issue of the uniform items listed below:

Qty.	Item
3 ea.	Uniform type shirt
3 ea.	Trousers
4 ea.	U.S. Flag Patches
4 ea.	Fire Department Patches

- 1 ea. Work Jacket, appropriate with local climate
- 1 pr. Footwear
- 1 ea. Belt
- 1 ea. Tie, black
- 1 ea. MTANG Badge
- 1 pr. Socks, black
- 2 pr. Collar Brass
- 1 ea. Work Shirt

D. Bat

E. Replacement Clothing:

- i. The above listed basic issue items listed will be replaced at no expense to Fire Department Personnel when clothing is accidentally damaged while on the job through no fault of the employee as determined by the supervisor.
- ii. All basic uniform items will be maintained with the uniform allowance and will be replaced according to serviceability. Under shirt is a fully reimbursable item.
- iii. All optional items are reimbursable with the uniform allowance as long as all standard uniform items are maintained in good serviceability.
- iv. The Fire Department emblem is reimbursable on all items.

F. Uniform Wear: All Fire Department personnel will wear the uniform appropriately as stated in the above manner. For official duty, i.e., out of station classes, official inspections, official meetings, the regular type uniform will be worn.

3. CLEANLINESS \ WEAR AND TEAR

All uniform items will be maintained in a neat and clean manner at all times. Any item that shows excessive wear will be replaced. It is everyone's duty to assure that we all present a professional appearance at all times.

4. RECOMMENDATION

The Uniform Committee will make their recommendations to management and labor for final approval between the labor and management committee.

ADDENDUM C - DRUG AND ALCOHOL TESTING

The members of the Great Falls Airport Firefighters Association will be subject to OMA Policy 3-0015 Controlled Substance & Alcohol Testing Policy. If an employee is subject to controlled substance and/or alcohol testing due to reasonable suspicion, post- accident, or other such circumstance, the employee will be placed on paid administrative leave while waiting for the results of the test. In the event an employee tests positive for a controlled substance, he/she will be placed on disciplinary suspension, without pay, for a period of 80 hours and must follow Policy #3-0015 prior to returning to work. Employees are responsible for paying for their follow-up testing.

ADDENDUM D – BATTALION CHIEF

Each Battalion Chief will manage the operations duties under the direction of the Deputy Fire Chief. The Battalion Chief will be assigned to one of the three shifts and follow the contract as a shift employee.

Battalion Chiefs position Uniform:

Class A's will be same as Class B with the addition of Dress Coat and Dress Hat
Class B's / Formal Dress will be Black slacks style pant with a white shirt. Collar brass will be two gold crossed bugles. Gold badge that meets all other requirements of the MTANG Badge. Black Belt. Undershirt will be plain white.

Class C's / Standard uniforms will be Black Pants cargo or other style NFPA Compliant pant with a Silver, Light Grey, or Maroon T -Shirt or Golf Shift in same colors with name and title on right chest and Department logo on left chest. Belt, Hat, and Boots will all be black in color

Coats and all other accessories to the uniform will be black in color.

ADDENDUM E – Seniority List

Schei, Ezra D. - Chief
Hackett, Nichollas A.
Hilpert, Benjamin J.
Hackett, Ammaron S. - Chief
Guzman, Timothy M.
Harris, Jacob D. - Chief
Whitmore, Brett C.
Lambers, David T.
Meierhoff, Jacob D.
Secrist, Justin M.
Schwall, Nicholas E.
VanVoast, Brenton W.
Ferrell, Nicholas R.
Barker, Jamie A.
Pepos, John C.
Eide, Jason
Smith, Cody
Knauer, Alexander
Owen, Cutter
McCracken, Joy
Litts, Thomas
Hagins, Brandan
Dale, David
LaCasse, Kainan
Juneau, Daniel
Nelson, Bryce
Long, Stephan
Woodland, Daniel

- 1) This Seniority list can be managed, updated, or amended through the Labor Management Committee.