

**AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF KALISPELL**  
**AND**  
**THE INTERNATIONAL ASSOCIATION**  
**OF FIREFIGHTERS**  
**LOCAL UNION NO. 547**

July 1, 2013 through June 30, 2016

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THIS AGREEMENT made and entered into this 8 day of October, 2013, by and between the CITY OF KALISPELL, hereinafter referred to as "EMPLOYER", and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 547, hereinafter referred to as the "UNION".

## I. PURPOSE

- a. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours, and other conditions of employment.
- b. This Agreement supersedes any and all previous agreements oral or written between the City of Kalispell and the International Association of Firefighters Local Union No. 547 including applicable past practice and agreed upon precedent setting grievance settlements.
- c. Any future, local Agreement applying or interpreting the terms of this Agreement shall be in writing and approved by the City Manager or designated Representative along with the exclusive bargaining representative of IAFF Local 547 in order to be valid in any future application of the terms of this Agreement.

## II. RECOGNITION

- a. Employer's Recognition of Union. The Employer recognizes the Union as the exclusive bargaining agent for all the Firefighters of the Fire Department excluding the Fire Chief, the Assistant Fire Chief, and other employees not represented by Local #547.
- b. Union's Recognition of Management Prerogative. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.
- c. Enumeration of Management Rights. Except as provided in this Agreement, management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Personnel Rules and Regulations which are not in conflict with this Agreement, which include but are not limited to the following:
  - i. To manage and direct the employees of the City.
  - ii. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.

- iii. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- iv. To relieve employees from duties because of lack of work, funds, or other legitimate reasons.
- v. To maintain the efficiency of the operations of the City.
- vi. To determine the methods, means, and personnel by which such operations are to be conducted.
- vii. Organization of City government.
- viii. The number of employees to be employed by the City.
- ix. The number, types, and grades of positions or employees assigned to an organizational unit, department, or project; provided, however, that ranks and positions existing within the bargaining unit upon the effective date of this Agreement will remain in effect throughout the duration of this Agreement.
- x. Internal security practices.
- xi. Those matters covered by the Personnel Regulations not in conflict with this agreement.

### **III. AGENCY SHOP**

- a. *Availability of Union Membership.* Membership in the Union is available to all employees on the same terms and conditions generally applicable to the members of the Union. The Employer shall notify the Union in writing when a new employee has been confirmed.
- b. *Agency Shop.* No employee in a bargaining unit shall be required to become a member of the Union as a condition of employment. Each employee shall have the right to join, not join, maintain or drop Union membership. Membership in the Union shall be separate, apart and distinct from assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Union members. It is recognized that the Union is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefits there under, it is fair that each employee in the bargaining unit assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

- c. In accordance with the above mentioned, all employees who do not become members of the Union shall after 31 days, as a condition of continuing employment, pay to the Union each month an amount of money equal to an amount determined by the Union to be a fair representation fee.
- d. The Employer agrees to deduct Union dues, Initiation fees, or fair share fees of Union and non-union members from the wages of employees who provide the Employer with a voluntary, written authorization.
- e. Such deductions will be made by the Employer from the wages of employees on a prorated basis each pay period and will be transmitted to the appropriate recipient.
- f. In the event no wages are then due to the employee, or are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and thereupon transmitted to the recipient.
- g. The Employer shall promptly notify the Union in writing of any revocation of the previously mentioned authorization.
- h. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article and as directed in writing by the Union.

#### **IV. DISCRIMINATION**

- a. The Employer agrees not to discriminate against any employee for activity on behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, national origin, marital status, or sex.
- b. The Employer recognizes that the desire of the employees to join the Union and to be represented by the Union will repose greater confidence in the execution of fair personnel relations. Therefore, the Employer agrees to take no action, which may tend to discourage or encourage the desire of the employees to join the Union or frustrate the Union in its activity. No employee shall be discharged or discriminated against by the Employer for upholding Union principles.

#### **V. UNION BUSINESS**

- a. Employees elected or appointed to Union Offices shall be granted reasonable time to perform their Union functions including attendance of conventions, conferences, and seminars. It shall be the responsibility of the Union to provide for his replacement on shifts during such absence. The Union shall have the ability to charge vacation and compensatory time against other employees within the Union for union compensation purposes. A grievance chairman shall be allowed time off

for all meetings which shall be mutually set by the Employer and the Union. Local 547 shall be allowed to hold regular and special meetings in the Fire Station.

## **VI. PREVAILING RIGHTS**

- a. All rights and privileges enjoyed by the employees at the present time, even though not identified in this agreement, shall remain in full force and effect unless changed within the provisions of 39-31-305 MCA and using the following criteria.
- b. Criteria to be used by all parties when evaluating prevailing rights (i.e. past practice):
  - i. That it is known by both parties as an accepted practice and;
  - ii. That it has occurred over a period of time and on more than one occasion and;
  - iii. It has occurred at least once within the preceding contract and;
  - iv. Readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.
- c. In the event the Fire Department should merge or consolidate with any other fire department, volunteer or paid, the members of the Fire Department covered by this Agreement shall retain all rights and seniority, and the members of the other department or departments shall be placed at the bottom of the seniority list.
- d. In the case of personnel reductions, the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. In no case shall a represented employee of the Fire Department be dismissed without just cause.

## **VII. MAJOR SHIFT CHANGE**

- a. The Employer agrees to notify Employees fourteen (14) days in advance of shift changes.
- b. In the event an employee is reassigned to another shift by management for any reason, including promotion, the affected employee will have the opportunity to change previously scheduled days off to either of the two closest corresponding dates of the new shift.
- c. When a position on a shift is vacant, the Assistant Chief of Operations will post the opening for a period of five (5) working days. Those individuals interested in filling the position will notify the Assistant Chief of Operations in writing of their

interest in the vacant position. The vacant position will be filled by the person with the most seniority who submitted a written notice of interest and who meets the requirements for the vacant position

- d. If no person bids for the vacant position, the position will be filled by the least senior employee in that rank.

## VIII. SALARIES

- a. Salaries to be paid by the Employer are set forth in Appendix A, attached hereto and by this reference made a part hereof.
- b. Any employee required to accept the responsibilities and duties of a higher classification or rank will be paid at the base hourly rate of the higher classification for all hours so worked, plus any applicable team and certification pay. If the employee is working an overtime shift while acting at the higher rank, the employee will be compensated at one and one-half times the base hourly rate of the higher position, plus any applicable team and certification pay.
- c. As reflected in Appendix A, in addition to base pay:
  - i. Paramedics shall receive additional pay equal to seven percent (7%) of the base pay for a firefighter I;
  - ii. Employees who are not certified paramedics but who hold an EMT-B certification (Advanced EMT after January 1, 2014), shall receive additional pay equal to three and one-half percent (3.5%) of the base pay for Firefighter I;
  - iii. All employees shall receive longevity pay equal to 1.3% of the base pay for a firefighter I for each year of employment with the Fire Department;
  - iv. Employees assigned to specialty teams shall receive additional pay equal to two percent (2%) of the base pay for a firefighter I;
- d. The sum of the employee's base pay, plus team pay, plus paramedic or EMT-B pay plus longevity pay shall be considered the employees regular hourly wage for the purpose of calculating overtime compensation.

## IX. CALL BACK PAY

- a. *Call Back.* A firefighter who has completed his/her scheduled shift and who is subsequently recalled to duty prior to his/her shift shall receive a minimum reporting sum equivalent to two (2) hours of pay at time and one-half (1-1/2) his/her applicable pay. Firefighters will remain in a call back status until relieved by the officer in charge.

## **X. COMPENSATORY TIME**

- a. For purposes of compensatory time off, 29 U.S.C. § 207(k) and its associated regulations at Part 553 -- Application Of The Fair Labor Standards Act To Employees Of State And Local Governments, Subpart C -- Fire Protection And Law Enforcement Employees Of Public Agencies , as promulgated by the U.S. Department of Labor require that:
  - i. Firefighters may work a maximum of 212 hours in an FLSA period of 28 days for regular pay.
  - ii. All overtime hours worked by an employee, may, at the employee's election, be paid at one and one-half times the employee's regular hourly wage rate or paid as compensatory time, accruing at one and one-half hours of compensatory time for every overtime hour worked. Employees working overtime may also elect to be paid straight time for the hours work, plus accrue one-half hour of compensatory time for each overtime hour worked
  - iii. Firefighters required to work on days other than their normal shift will be paid at the rate of time-and-one half, even if they have worked less than 212 hours in the 28 day FLSA period.
- b. *FLSA Standards.*
  - c. Firefighters who work the required hours to qualify for compensatory time off shall avail themselves of the provision of this Article by noting the hours worked to be applied to compensatory time on the time sheet supplied by the City.
  - d. Compensatory time will be issued in lieu of overtime, upon request by the employee.
  - e. Firefighters may be allowed to accumulate not more than 150 hours of compensatory time off for overtime hours worked. The 150 hours maximum compensatory time off shall represent not more than 100 hours of actual work. Firefighters who have accrued the maximum 150 hours of compensatory time must be paid in cash wages of time and one-half their regular rate of pay for overtime hours in excess of the maximum allowed. Said compensation shall be paid in the pay period earned.
  - f. Any employee retains the right to use Compensatory Time at his/her discretion, provided that such usage is requested and approved by management in the same manner as vacations.
  - g. Employer agrees to allow covered employees to cash in up to forty (40) hours of accrued compensatory time each November 1<sup>st</sup>.

- h. Overtime payment in cash, in whole or in part, shall not affect subsequent granting of compensatory time off in future work periods.
- i. Upon termination of employment, a Firefighter shall be paid for unused compensatory time at a rate of compensation not less than:
  - i. The average regular rate received by such employee during the last three years of the employee's employment, or
  - ii. The final regular rate received by such employee, whichever is higher.

**XI. KELLY DAYS**

- a. The regularly scheduled hours of work shall be approximately 50.007 hours a week. This is attained by each employee being assigned a total of thirteen (13) Kelly days per year that shall be scheduled off with one Kelly Day per FLSA cycle per employee. The Employer and the Union recognize a 28-day FLSA cycle.
- b. Employees shall be allowed to move Kelly Days after the employer has hard scheduled the Kelly Days.

**XII. HOLIDAYS**

- a. The following are established as City holidays for the duration of this agreement:
 

i. New Year's Day	January 1
ii. Martin Luther King's Day	3 <sup>rd</sup> Monday in January
iii. President's Day	3 <sup>rd</sup> Monday in February
iv. Memorial Day	Last Monday in May
v. Independence Day	July 4 <sup>th</sup>
vi. Labor Day	1 <sup>st</sup> Monday in September
vii. Veterans Day	November 11
viii. Thanksgiving Day	4 <sup>th</sup> Thursday in November
ix. Day after Thanksgiving	4 <sup>th</sup> Friday in November
x. Christmas Day	December 25 <sup>th</sup>
xi. State-Election Day	
- b. Employees shall receive eight hours of paid holiday leave for each City holiday. To be eligible for holiday leave, the employee must be in a pay status on the employee's last regularly scheduled working day immediately before the holiday or on the employee's first regularly scheduled working day immediately after the holiday.
- c. In the event that the legislature of the State of Montana or the City Council of the City of Kalispell shall by law or ordinance establish any holidays in addition to the ones enumerated above.

- d. Vacation and holiday leave time shall be accrued into their own separate time bank, one each for vacation and holiday time accrued. Holiday time earned shall be managed as if it is vacation time.

**XIII. SHIFT TRADES:**

- a. Shift trades between 24 hour shift employees may be allowed by the employer for either partial or full shifts, provided the trade will not adversely affect the operations of the department.
- b. Shift trades must have prior approval of a Captain from each affected shift and agreement from each employee for the dates and times selected.
- c. Shift trades represent a private, binding agreement between employees to exchange hours worked in lieu of pay. The employer assumes no responsibility to ensure or enforce repayment of trades and will not incur costs for overtime or differential pay. For payroll purposes, a tour trade will appear as though it has not occurred.
- d. Trades involving more than two individuals will be allowed.

**XIV. VACATIONS, SICK LEAVE & PERSONAL DAYS**

- a. Vacations and sick leave shall be governed by State Law governing public employees, to-wit: Sections 2-18-611 through 620, MCA.
- b. Employees shall accrue vacation leave pursuant to the requirements of MCA 2-18-611 and at the rate and according to the schedule as set forth in MCA 2-18-612.
- c. Any employee working more than 2,080 per year shall earn vacation credits on a pro rata basis, e.g. an employee working 2600 hours per year shall earn vacation credits at a rate of 125% of the statutory schedule.
- d. The two year vacation cap shall be adjusted to reflect any increased vacation accrual.

- e. Sick leave shall be accrued as set forth in MCA 2-18-618 and those employees working more than 2080 hours per year shall likewise accrue sick leave credits on a pro rata basis. The Union and the Employer agree to the present method of scheduling vacations.
- f. Two Personal Days, shall be scheduled by the employee and approved in advance by the Fire Chief or designee and shall be taken or paid out per calendar year.
- g. The Union and the Employer agree that on any shift two personnel can be allowed off on any combination of Vacation, Kelly Day, Compensatory Time or Personal Day.

**XV. BEREAVEMENT LEAVE**

- a. In the event of death of an immediate family member of the employee, or an immediate family member of the employee's spouse, the employee working a 24-hour shift schedule will be allowed to charge up to 48 hours (not less than two shifts) of sick leave to attend to matters surrounding the death. Where the employee works a 40 hour per week schedule, the employee will be allowed to charge up to 40 hours (not less than five days) of sick leave to attend to matters surrounding the death. For purposes of this article, immediate family is defined as:

- |                 |                    |
|-----------------|--------------------|
| i. Spouse       | vi. Foster parent  |
| ii. Child       | vii. Sibling       |
| iii. Step-child | viii. Step-sibling |
| iv. Parent      | ix. Grandparent    |
| v. Step-parent  |                    |

**XVI. HEALTH AND WELFARE BENEFITS**

- a. For the period of this Agreement commencing on July 1, 2013 through June 30, 2016 the City shall determine the insurance carrier and contribute the amount determined by the Insurance Committee, based on the employee's status (single, employee with children, two party (married) or family), up to the following amounts as reflected in the FY 2013/2014 contract with the Montana Municipal Insurance Authority:

1. Single	\$ 609.00
2. Employee with children	\$ 864.43
3. Two Party	\$ 966.46
4. Family	\$1,297.66

each month toward Health Insurance Coverage. Employees covered by this Agreement may pay any increase in cost of Health Insurance during the term of this Agreement unless changed by the citywide insurance committee and approved by a citywide employee vote.

- b. If during the term of this Agreement the Kalispell Police Association or the American Federation of State, County, and Municipal Employees, AFL-CIO Union or nonunion employees (except for the City Manager, City Attorney or Department Directors) receive a higher contribution for medical insurance than the rate stated in this Agreement, such contribution shall be increased to equal the higher rate. Employees covered by this Agreement shall pay any increase in the cost of health insurance above the cap.
- c. The City agrees to cover the cost not covered by the City's Health Insurance Policy for biennial physicals for all covered members. Those employees over 40 years of age desiring to have annual physicals may do so with the City covering the cost not covered by the City's Health Insurance Policy.

**XVII. FIREFIGHTER GRADE CLASS AND CERTIFICATION / TRAINING REQUIREMENTS**

**a. Probationary Firefighter**

- i. Zero (0) to One (1) year of service or non-confirmed

**b. Firefighter I**

- i. Must have completed Probationary Firefighter and Firefighter I task books
- ii. Confirmed firefighter

**c. Firefighter II**

- i. Three (3) years as a firefighter with Kalispell Fire Department
- ii. Must have completed Firefighter II task book

**d. Engineer**

- i. Must be at least a Firefighter II
- ii. Must have completed Engineer, Ladder, Mobile Water Supply Apparatus Operator, and Wildland task book
- iii. Passage of the Engineer test

**e. Lieutenant**

- i. Must be at least a Firefighter II with five (5) years with KFD
- ii. Must have completed Engineer, Ladder, Mobile Water Supply Apparatus Operator, and Wildland task book
- iii. Must have completed Fire Officer I task book
- iv. Passage of the Lieutenant test

**f. Captain**

- i. Must have been a Lieutenant for KFD for a minimum of three (3) years.
- ii. Must have passed the promotional test for Captain.
- iii. Must have completed Fire Officer II task book

## **XVIII. FIREFIGHTER INDEMNIFICATION**

- a. Pursuant to *M.C.A. §2-9-305*, the City shall, in any noncriminal action alleging a negligent act, error or omission, brought against a firefighter of the Kalispell Fire Department, defend the action on behalf of the firefighter and indemnify the firefighter, subject only to those exclusions set forth in *M.C.A. §2-9-305(6)*.

## **XIX. LEAVES OF ABSENCE**

- a. *Medical Leave.* An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence without pay, up to six (6) months. The Employer may, in its sole discretion, renew such a leave. A request for a leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.
- b. *General Leave.* Employees with a minimum of five (5) years experience in the Fire Department may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the sole discretion of the Employer. Such leave may be granted by the Employer for specialized training, extended illness of the employee's family, civic activities, public office, or other reasons deemed appropriate by the employer.
- c. *Military Leave.* Any employee who enlists or is called for military service will be granted military leave in accordance with State Law. Any employee, who is a member of the Armed Forces, their reserve components, or the National Guard, will be granted leave for required training duty in accordance with State Law. This covers weekly and weekend drills and annual tours, when offered by the military authorities. Such leaves will be granted by the Employer upon prompt employee's presentation of the official notice of the military unit concerned.
- d. *Loss of Rights.* An employee shall lose all rights under this Agreement, if he/she, without the consent of the City Manager and the Union, engages in employment with another employer, organization, or self-employment, *for wage or remuneration that exceed medical restrictions as determined by a licensed health care provider* while on leave of absence for a job related injury or illness. It shall be of no concern to the City of Kalispell if an employee accepts other employment while on any other authorized leave of absence except as defined by City of Kalispell policy.

## **XX. ALTERNATE WORK**

- a. The City of Kalispell, consistent with the law and not in violation of this Agreement, retains the right to assign or retain employees injured on and off the job to restricted activity positions that they are able to perform for up to forty five (45) days with option to extend by mutual agreement between the City of Kalispell

and the Union. No bias will be given to work related versus non-work related injuries.

- b. Alternate work shall be first considered within the fire department.
  - i. Reassignment to other departments will be by mutual agreement by the employee, union and management.
- c. The employee shall not sustain a loss of wages regardless of hours worked.
- d. Alternate work shall not exceed forty (40) hours of work unless agreed to by the employee, union and management.
- e. Work shall not interfere with scheduled appointments to licensed health care providers including rehabilitation or physical therapy.
  - i. The employee and management agree to work to coordinate these appointments that are beneficial to both.
- f. The employee while on alternate duty within the Fire Department shall wear his/her uniform.

## **XXI. SAFETY**

- a. The City of Kalispell shall continue to make responsible rules and provisions for the safety and health of its employees during the hours of their employment.
- b. A City of Kalispell Safety and Health Committee, consisting of selected representatives from all departments shall meet at agreed times for the purpose of promoting practices and rules relating to safety and health and recommending changes in this area.
- c. Employees shall adhere to the safety rules and regulations as promulgated in the employee's personnel handbook or safety manual.

## **XXII. NO STRIKE CLAUSE**

- a. During the term of this Agreement, neither the exclusive representative nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage or work slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations or employment.

## **XXIII. GRIEVANCE PROCEDURE**

- a. Grievances or disputes that may arise, including the interpretation of this Agreement, shall be settled in the following manner:
  - i. **Step 1.** The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary.
  - ii. **Step 2.** If a grievance does exist, the Grievance Committee, with or without the physical presence of the aggrieved employee, shall present the grievance to the Chief of the Fire Department for adjustment.
  - iii. **Step 3.** If within ten (10) business days the grievance has not been settled, it shall be submitted to the City Manager for adjustment.
  - iv. **Step 4.** If within ten (10) business days no settlement has been reached, the grievance shall be submitted to the Montana State Board of Personnel Appeals. The findings of this arbitration board shall be binding upon all parties concerned. The cost for the service of the arbitrator shall be shared equally by both parties.

#### **XXIV. SAVINGS CLAUSE**

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Upon written request of a party, the parties hereby agree to meet within thirty (30) days thereafter to negotiate the modifications of the affected provisions.

#### **XXV. EMPLOYEE BENEFITS**

The parties hereto recognize that the Firefighters Unified Retirement System is a pension plan required on a non-discriminatory basis to employees in accordance with State Law and funded accordingly. Any disagreement over the pension plan, pension payments and/or pension contributions shall be subject to the pension board ruling and appeals.

#### **XXVI. UNIFORMS**

- a. Uniforms will be furnished through a quartermaster system. The City will purchase and install a commercial washing machine and dryer for the sole use of cleaning firefighter uniforms. The City will purchase all necessary cleaning supplies such as laundry soap, and fabric softeners. The City will also provide the utilities necessary for the use of these appliances. The Union agrees that firefighters will clean all Bargaining Unit member uniforms.
- b. The City will provide each firefighter with four pairs of uniform pants; one uniform collared button-up dress shirt; four uniform short sleeve tee-shirts; two uniform long sleeve tee shirts; two long sleeve uniform sweatshirts; one winter coat; one winter knit cap; one pair of workout trunks; and all required accessories, such as badge and collar hardware.
- c. The City shall provide reimbursement costs up to \$250.00 toward the purchase or repair/resoling of black, NFPA approved uniform boots, when replacement need is confirmed by the Quartermaster. The department also will provide one uniform belt.
- d. All uniform and personal protective equipment will conform to current NFPA Standards and the current Uniform Standard Operating Guidelines.
- e. To receive a uniform replacement piece or accessory, employees must return a non-serviceable uniform or accessory piece, to the Quartermaster (A role assigned by the Fire Chief or designee). When the Quartermaster confirms that the uniform or accessory is no longer serviceable, the Quartermaster will issue a new uniform or accessory piece. In the event that a uniform piece or accessory piece is lost, a written document commemorating this loss will be submitted to the Assistant

Chief of Operations, and the Quartermaster will issue a new piece at the direction of the Operations Chief.

## **XXVII. VACANCIES AND PROMOTIONS**

- a. The City shall endeavor to fill City-declared vacancies within 90 days, and where relative or substantial abilities and qualifications are equal, the employer shall promote from within the Fire Department bargaining unit prior to seeking outside employment sources. Upon and in the event of a restructuring of the department no firefighter shall be demoted or lose rank or rank pay. The City will seek the input of the union before deciding whether to fill position(s). Promotions shall be awarded on the following basis:
  - i. The City has the authority under this section to require testing of the employee's ability to perform specific tasks required of the position.
  - ii. Required testing and evaluation shall be established and administered by the Promotion Board.
- b. A Promotion Board shall be established consisting of the Fire Chief, the Assistant Chief and two (2) Officers selected by the Union, and one (1) outside participant with professional fire service background selected by the Fire Chief.
- c. Qualifications for the position and the ability to perform in the position.
  - i. The City has the authority under this section to require testing of the employee's ability to perform specific tasks required of the position.
  - ii. Required testing and evaluation shall be established and administered by the Promotion Board.
- d. Longest departmental seniority of employees applying for the position.
  - i. Actual longevity, as well as time in grade, will be considered.
- e. Past performance of applicants.
- f. Applicants' personnel files shall be made available to the Promotion Board, with attention to employee history considering work ethic, attitude and performance.
- g. Existing rank of personnel.
  - i. Personnel with an existing rank suitable to the duties of the position will fill those positions as they become available and in the interim will retain all compensation of the rank as well as seniority.
  - ii. An employee who is a member of the bargaining unit and who holds a paramedic certification shall be hired, upon application, into any such position that is opened by the City that requires such paramedic certification. If more than one qualifying employee makes application for the position, the applicant that has held the paramedic certification as a member of the bargaining unit the longest shall be selected or if the applicants have identical certification seniority, the seniority of service in the bargaining unit shall prevail.

## **XXVIII. REPLACEMENT RADIOS/PAGERS**

- a. The City agrees to provide a text message paging system for all emergency response personnel. Should the paging system chosen by the City have features available in addition to those provided by the city, and should individual firefighters request those options, the city may allow those individuals to chose those options, and will provide for payroll deduction for any additional costs.
- b. The City also agrees to allow off-duty firefighters the use of excess radios/or radio paging system to maintain communication with the on-duty firefighters, when that firefighter agrees to make a reasonable attempt to respond for off-duty emergency call-back.

## **XXIX. DURATION AND TERMINATION**

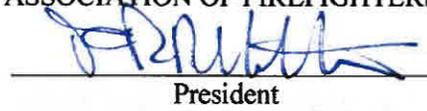
- a. This Agreement shall be effective July 1, 2013 and shall remain in full force and effect through June 30, 2016. After ratification and execution, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.
- b. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the City of Kalispell and the International Association of Firefighters, Local #547, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.
- c. This Agreement shall automatically be renewed from year to year and shall be binding in additional periods of one year unless either the City or Local #547 gives written notice to the other not later than May 1, next prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

Dated this 8 day of October 2013, at Kalispell, Montana.

CITY OF KALISPELL

  
\_\_\_\_\_  
City Manager

LOCAL 547, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

**APPENDIX A  
WAGE RATES**

FY 2014, 2015, 2016  
(July 1, 2013 through June 30, 2016)

**July 1, 2013 through June 30, 2014 (FY 2014):**

TITLE	BASE WAGE RATE	% of Firefighter 1
Probationary	\$3595.	90%
Firefighter 1	\$3993.	100%
Firefighter 2	\$4112.	103%
Engineer	\$4193.	105%
Lieutenant	\$4392.	110%
Captain	\$4793.	120%

Paramedic Pay = 7% of Firefighter 1 wage.

EMT-Advanced = 3.5% of Firefighter 1 wage.

Team Certification Pay = 2% of Firefighter 1.

Longevity = 1.3% of Firefighter 1.

**July 1, 2014 through June 30, 2015 (FY 2015):**

TITLE	BASE WAGE RATE	% of Firefighter 1
Probationary	\$3666.	90%
Firefighter 1	\$4073.	100%
Firefighter 2	\$4195.	103%
Engineer	\$4276.	105%
Lieutenant	\$4480.	110%
Captain	\$4888.	120%

Paramedic Pay = 7% of Firefighter 1 wage.

EMT Advanced = 3.5% of Firefighter 1.

Team Certification Pay = 2% of Firefighter 1

Longevity = 1.3% of Firefighter 1

**July 1, 2015 through June 30, 2016 (FY 2016):**

TITLE	BASE WAGE RATE	% of Firefighter 1
Probationary	\$3739.	90%
Firefighter 1	\$4154.	100%
Firefighter 2	\$4279.	103%
Engineer	\$4362.	105%
Lieutenant	\$4569	110%
Captain	\$4984.	120%

Paramedic Pay = 7% of Firefighter 1 wage.

EMT Advanced = 3.5% of Firefighter 1.

Team Certification Pay = 2% of Firefighter 1

Longevity = 1.3% of Firefighter 1

Monthly wages are for accounting purposes and are not intended to designate bargaining employees as "salaried."

Hourly wage calculation will be as follows:

$[(\text{Monthly Base Salary}) + (\text{Monthly Longevity}) + (\text{Monthly Cert Pay})] \times (12 \text{ months}) / 52 \text{ weeks} / 50.007 \text{ hours.}$

