



COLLECTIVE BARGAINING AGREEMENT

Between

Central Valley Fire District

And

International Association of Firefighters IAFF Local No. 4939

July 1st, 2022 through June 30th, 2025

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COLLECTIVE BARGAINING AGREEMENT

This agreement is made and entered into between Central Valley Fire District, hereinafter referred to as the "District", and IAFF Local No. 4939, hereinafter referred to as the "Union".

ARTICLE I - RECOGNITION

The employer, Central Valley Fire District (District), recognizes the International Association of Fire Fighters Local 4939 (Union) as the exclusive representative for all full-time, career Firefighters, Engineers, Lieutenants, Captains, and Battalion Chiefs of the Central Valley Fire District. Both the District and the Union recognize this is a desired future that may be filled over time.

The Union recognizes that Central Valley Fire District is a combination fire department where volunteers historically perform some bargaining unit work.

ARTICLE II - UNION SECURITY

Upon written authorization of an employee within the bargaining unit, the employer shall deduct from the pay of the employee the monthly amount of the assessments, dues, Fire PAC or monthly service charge as certified by the Union Secretary and shall deliver the monies to the Union Treasurer.

The District agrees to allow the Union to place a bulletin board in the fire stations. The Union shall limit its posting of notices concerning Union activity to such bulletin boards and agrees not to post any material derogatory to the District. The use of the District's computers or email system may be used for the purpose of conducting union business so long as such use does not conflict with or disrupt the District's operations.

The District shall allow the use of District facilities for Union meetings and related business with the approval the Fire Chief or administrative designee.

ARTICLE III - MANAGEMENT RIGHTS

Nothing contained in this Agreement shall in any way restrict or infringe upon the prerogatives of the District and the Fire Chief to operate and manage the affairs of the District. Operations and management of the District include but are not limited to the following:

1. Directing employees;
2. Hiring, promoting, transferring, assigning, and retaining employees;
3. Relieving employees from duties because of lack of work, funds, or under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintaining the efficiency of District operations;
5. Determining the methods, means, job classifications, certifications, qualifications, and personnel by which District operations are to be conducted. Including the ability to subcontract with individuals or entities to fulfill the necessary functions of the District so long as subcontracting does not result in the loss of duties and responsibilities essential to firefighting or emergency medical services currently being performed by bargaining unit members.
The parties agree that temporary, seasonal, and volunteer firefighters are not considered subcontractors;
6. Taking whatever actions may be necessary to carry out the mission of the District;
7. Establishing the methods and processes by which work is performed; and
8. Budget management: the right to manage the budget.

ARTICLE IV - RULES AND REGULATIONS

The Union agrees that its members shall fully comply with the District mission and values, all District rules and regulations, including but not limited to, those set forth in the Employee Personnel Manual, and District policies and standard operating procedures, as amended from time to time. The parties agree to discuss any proposed changes to District rules and regulations in the Labor Management Committee. The District retains the sole discretion to implement changes to its rules and regulations, excluding mandatory subjects of bargaining. If differences exist between the Employee Personnel Manual, District Policy, and the Collective Bargaining Agreement, the Collective Bargaining Agreement will take precedence.

ARTICLE V - UNION BUSINESS

Employees elected or appointed as Union officers or individuals appointed by the Union to represent the Union shall be granted reasonable work time to perform their necessary functions so long as it is not disruptive to District operations.

ARTICLE VI - SHIFT TRADES

Upon approval of the shift Battalion Chief, in advance, bargaining unit employees may trade shifts with another employee in the same classification when the trade does not interfere with the best interests of the District. If the shift is denied, a reason for the denial shall be provided to the employee requesting the trade. In no event shall any shift trade result in the payment of overtime compensation. The District assumes no obligation to insure repayment of time for employees involved in shift trades. The employee accepting the trade retains full responsibility for that shift. The intent of a shift trade is to incur no cost to the district.

Providing voluntary early relief is acceptable for bargaining unit members. When employees voluntarily provide early relief for other shifts/employees, the time spent providing the relief will be excluded from overtime calculations. More than two hours is considered a shift trade and not voluntary early relief.

ARTICLE VII - UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The employer shall provide NFPA compliant station/duty uniforms, not limited to two sets of structural personal protective equipment (including pants, coat, gloves, and hood), and wildland firefighting personal equipment.

Any non-agency supplied PPE shall be approved by the Fire Chief or his designee.

ARTICLE VIII – HOLIDAY PAY

Regular full-time shift personnel shall receive fourteen (14) hours straight time pay for each recognized holiday, regardless of whether the holiday is worked, in addition to their regular pay, as holiday compensation.

Regular, full time non-shift personnel shall receive the holiday off with pay. Regular full-time non-shift personnel who are scheduled for a day off on a day that is observed as a legal holiday, will receive a different day off with pay. This day will be in the same pay period as scheduled by the employee and his/her supervisor.

The following holidays are generally recognized and observed.

- New Year's Day: January 1;
- Martin Luther King, Jr., Day: the third Monday in January;
- Lincoln's and Washington's Birthdays: the third Monday in February;
- Memorial Day: the last Monday in May;
- Juneteenth: June 19th;
- Independence Day: July 4;
- Labor Day: the first Monday in September;
- Indigenous Peoples Day: the second Monday in October;
- Veterans' Day: November 11;
- Thanksgiving Day: the fourth Thursday in November; and
- Christmas Day: December 25

ARTICLE IX - CALL BACK

Union members called back for an all call, first alarm, or greater will receive a minimum of three (3) hours at time and a half pay, even if they do not work the full 3 hours.

Union members who are required to extend their work shifts in the event of emergencies, or as needed by the District, will receive a minimum of ¼ hour of pay, even if they do not work the full ¼ hour.

ARTICLE X - VACANCIES AND PROMOTIONS

Labor and management agree to form a committee to discuss the promotional processes for all positions within the bargaining unit.

It is agreed upon by labor and management that once the process is established it shall be made available to any member upon request.

The District will hold an Engineer promotional process in 2022.

The District will hold an officer assessment prior to June 2023.

ARTICLE XI - WELLNESS

All Union members shall be required to undergo and pass annual medical evaluations to be conducted by a physician selected by the District. The medical evaluation will be based on the applicable NFPA standard for firefighter physical exams and will include all appropriate Hepatitis B vaccinations. The District shall be responsible for all costs associated with annual evaluations.

ARTICLE XII - RESIDENCY REQUIREMENTS

All union members shall live in the District, or within a sixty five (65) minute response of a District Fire Station with the Fire Chief's approval.

ARTICLE XIII - TRAINING

The District recognizes career development training benefits both the employee and the District. Mandatory training to ensure competencies are met will be provided on shift whenever possible.

The District is also willing to support optional training opportunities for its employees when practical. Optional training is defined as any training that is not mandatory and not provided for by the District. All requests for optional training, including anticipated training expenses, must be approved by the Fire Chief or his designee in advance.

Any expenses to be paid by the District require the submission of appropriate receipts and successful completion of the training.

Employee compensation for attendance at District supported training, mandatory and approved optional training, will be at the employee's regular rate of pay and in accordance with the Fair Labor Standards Act (FLSA). At no time will participation in training approved by the District negatively impact an employee's scheduled earnings. Unscheduled time, not related to training, will not be compensable.

ARTICLE XIV - LAYOFF/REDUCTION IN FORCE

In the event of a layoff or reduction in force, the District in its sole discretion will determine the timing of layoffs or reductions in force and the number of employees in each classification to be laid off or reduced. The District will conduct layoffs or reductions in force by job classification in the following order:

- Temporary and seasonal employees;
- Probationary employees; and
- Length of service with the District

When length of service is equal, qualifications, experience, and performance evaluation will be considered.

In the event the District is able to fill a vacancy while employees in the same job classification are laid off, such employees will be eligible for recall in the reverse order of layoff for a period of two (2) years from the date of layoff provided that such employees meet all necessary qualifications and eligibility criteria of the position established by the District. Including but not limited to; all necessary certifications and physical fitness for duty requirements.

The District shall send a notice of recall by certified mail to the last known address of the laid off employee reflected in District records. It is the employee's sole responsibility to maintain current contact information with the District. Within ten (10) business days of delivery or attempted delivery of the notice of recall the laid off employee must notify the District of his/her intent to return to work on the date specified for recall and must meet all current requirements of the position, supported by appropriate documentation. If the employee fails to respond to the notice of recall within the time allowed, fails to report for work on the date specified for recall, and/or fails to meet all current requirements of the position, the employee forfeits all recall rights.

ARTICLE XV - GRIEVANCE AND ARBITRATION

A grievance is defined as an alleged violation of any provision of this agreement, or an alleged violation of any provision of the district personnel manual, and any amendments with the term of this agreement, not contained within this agreement. This grievance and arbitration procedure shall be the exclusive remedy for all grievances.

The Union shall verify in writing to the District the names of all employees or others authorized to represent the Union in this procedure. For the purpose of this article, persons are authorized to represent the grievance during regular working hours without loss of regular pay provided the employer does not incur the cost of any overtime as a result of representation. Union representatives from the local or international level may be called in to assist at any step during the grievance. Departure from the established procedure, unless mutually waived by both parties, shall automatically constitute a waiver of the grievance. The Union and the District, upon mutual agreement, may add up to ten (10) additional business days to any step of the grievance process.

For the purpose of this article a business day is defined as all calendar days except Saturdays, Sundays, and holidays. Presentations of grievances must, at each step of the following process, include the following information

- a. Name of employee (s) grieving
- b. Dates of action (s)
- c. Statement of Grievance
- d. Contract and/or District Personnel Manual Provision Violated
- e. Specific remedy or corrective action requested

Procedure:

Step 1 Battalion Chief Notification:

The grievance shall be brought to the employee's Battalion Chief within fifteen (15) business days of the incident giving rise to the grievance occurred. In the event a Battalion Chief is filing a grievance, they will notify the Operations Chief.

Step 2 Battalion Chief Response:

No formal grievance may be filed until the Battalion Chief has been given an opportunity to attempt resolution. The Battalion Chief has fifteen (15) business days to respond to a Step 1 notification. If the Battalion Chief is the one to file a grievance, the Operations Chief has fifteen (15) days to respond to a step 1 grievance notification.

Step 3 Formal Grievance:

In the event the employee(s) covered by this agreement chooses to file a formal grievance they shall notify the Union Grievance Committee within fifteen (15) business days from the end of step 2.

Step 4 Union Investigation:

The Union grievance committee shall inform the Fire Chief that a possible grievance has occurred, and that they will investigate the grievance and if it determines that a grievance exists, it shall present the grievance to the Fire Chief within fifteen (15) business days of notification of the grievance. If the Union determines that no grievance is warranted, this shall be considered the final obligation of the Union, and the employee(s) is limited to seeking remedy outside of this agreement, if applicable.

Step 5 Fire Chief's Response:

The Fire Chief shall respond to the Union grievance committee within fifteen (15) business days of the receipt of the grievance from the Union grievance committee and present a written decision.

Step 6 Mediation:

If after the Fire Chief's failure to issue written decision at step 5 or after issuance of the written decision by the Fire Chief at step 5, the grievance remains unresolved, either party, or both shall request mediation, by using the process available through the Montana Board of Personnel Appeals (BOPA) pursuant to Montana Code Annotated 39-31-307, within fifteen (15) business days of the deadline for the Fire Chief to issue his written decision, or within fifteen (15) business days of the receipt of the Fire Chief's written decision.

Step 7 Fact Finding:

If Mediation is unsuccessful, either party or both may petition the BOPA to initiate fact finding pursuant to Montana Code Annotated 39-31-308 & 309, within fifteen (15) business days of the mediation date.

Step 8 Arbitration:

If after the procedures for mediation and fact finding have been exhausted an impasse exists between the parties, either party or both may petition the BOPA for final and binding arbitration pursuant to Montana Code Annotated 39-34-101, et seq., within fifteen (15) business days of the mediation date or completion of fact-finding, if applicable.

The parties shall select an arbitrator by alternately striking names from the list provided by BOPA, with the parties flipping a coin to determine who is entitled to strike the first name. The last name on the list shall be the arbitrator.

The decision of the arbitrator is binding upon the parties. Each party shall be responsible for his/her/its/their own fees and costs incurred in presentation of the case to the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVI - LABOR MANAGEMENT COMMITTEE

The parties agree to form a Labor Management Committee (LMC). Either party may contact the IAFF/IAFC Labor Management Initiative or the Montana Board of Personnel Appeals (BOPA) in Helena, Montana to arrange for training to be provided to representatives from the Union and Management. The parties agree to jointly develop the LMC charter and rules.

The purpose of this committee is to facilitate communications between the District and the Union. It is not to take the place of contract negotiations or grievance procedure under this agreement. The committee shall be used to discuss items that are of interest to the group.

Representatives of the Union shall not lose pay or benefits for meetings mutually scheduled during their duty times. Employer shall not incur costs of overtime as a result of attendance at committee meetings.

ARTICLE XVII - NO STRIKE PROVISION

Strikes are prohibited during the term of any contract and the negotiations or arbitration of that contract. No member of the Union shall strike or recognize a picket line of any labor organization in the performance of his/her official duties.

ARTICLE XVIII - SUPPLEMENTAL AGREEMENT

By mutual agreement only, the parties hereto may at any time negotiate additions or modifications to this Agreement, which, after being mutually ratified, shall become a part of this Agreement as if contained herein.

ARTICLE XIX - SAVINGS CLAUSE

In the event any provision of this Agreement or the application of such provision is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE XX - MERGERS

The District may enter into contractual services, mergers, and/or consolidation arrangements with other agencies, municipalities and/or fire protection agencies as it relates to emergency service delivery. The union shall be contacted early in the planning process of any such arrangement, discussion, contract, etc. in order to discuss potential bargaining issues, concerns, and/or representation issues which may arise as a result.

ARTICLE XXI - WORK SCHEDULE AND FLSA PERIOD

A fourteen (14) day period will be used as the FLSA period for members of the collective bargaining unit.

Bargaining unit members' typical schedule will consist of one, forty-eight (48) hour shift at the fire station followed by one hundred and forty-four (144) hours off. It is recognized that certain bargaining unit member positions may require an alternative schedule to the 48-144.

In order to give the District time to fill positions which may allow for the 48-144 schedule to be utilized with minimal interruption for District operations, that schedule will begin on January 1st, 2023. Beginning January 1st, 2023, total annual hours worked for shift bargaining unit members will be 2190.

From July 1, 2022 to December 31st, 2022 collective bargaining unit members will work a 48 hours on, 96 hours off shift.

ARTICLE XXII - TERM OF AGREEMENT

This Agreement shall become effective on July 1st, 2022 and continue in full force and effect through June 30th, 2025. Thereafter it shall automatically renew for one year in its current form unless either party gives written notice to the other of such party's desire to terminate or modify the Agreement at least sixty (60) days prior to the expiration date. Negotiations shall commence within thirty (30) days of the request by either party for purpose of collective bargaining, and shall proceed in good faith.

APPENDIX A-COMPENSATION

Base Wage Table

Position	Hrs/yr	Base Rate	Hourly Base Rate	Retirement FURS 14.36%	Health Insurance	HRA	Medicare 1.45%	Benefits Total	Total Annualized Compensation	MT UI 0.45%
Battalion Chief	2190	\$82,620	\$37.73	\$11,864	\$24,336	\$2,800	\$1,198	\$40,198	\$122,818	\$372
Captain	2190	\$76,500	\$34.93	\$10,985	\$24,336	\$2,800	\$1,109	\$39,231	\$115,731	\$344
Lieutenant	2190	\$67,932	\$31.02	\$9,755	\$24,336	\$2,800	\$985	\$37,876	\$105,808	\$306
Engineer	2190	\$64,260	\$29.34	\$9,228	\$24,336	\$2,800	\$932	\$37,296	\$101,556	\$289
Firefighter 1st Class	2190	\$61,200	\$27.95	\$8,788	\$24,336	\$2,800	\$887	\$36,812	\$98,012	\$275
Firefighter 2nd Class	2190	\$53,550	\$24.45	\$7,690	\$24,336	\$2,800	\$776	\$35,602	\$89,152	\$241
Firefighter 3rd Class	2190	\$43,795	\$20.00	\$6,289	\$24,336	\$2,800	\$635	\$34,060	\$77,855	\$197

Firefighter Wages

Probationary Firefighters hired before July 1, 2022 will have a base wage of \$ \$53,824.

Firefighters hired before August 1, 2021 will be classified as Firefighter 1st Class.

Firefighters hired on or after July 1, 2022 there will be three steps for FF/EMT to calculate base wage.

Frozen Firefighter Wages

Firefighters whose wage with Technician Ratings from the previous Collective Bargaining Agreement was higher than the new Firefighter 1st Class Base Rate will have their wage remain at the previous wage until such time that the wage would be higher under this agreement.

This applies to FF/EMTs, FF/Paramedics, and Engineers who previously held the Technician 1, Technician 2, or Technician 3 status in the previous Collective Bargaining Agreement

EMS Incentives

Union members who maintain the following Montana state EMS license shall receive the following incentives based on the Firefighter 1st Class rate of pay.

EMT: mandatory, no incentive.

EMT I-99: 4%

Paramedic: 8%

Union members who are qualified by the District as a field preceptor, when working as a Basic Life Support field preceptor, will receive a 2% pay incentive.

Union members who are qualified by the District as a field preceptor, when working as an Advanced Life Support field preceptor will receive a 3% pay incentive.

Education Incentives

Bargaining Unit Members who have attained a degree from an accredited educational institution are eligible for an incentive based on the Firefighter 1st Class rate of pay. An incentive may only be received for one degree. An associates degree must be fire service related, any bachelors or masters degree counts toward this incentive.

Associates: 1%

Bachelors: 2%

Masters: 3%

Total Compensation

Wages and compensation are established using a total compensation model comparing similar fire services in the state of Montana and relative cost of living in Gallatin County. Total compensation includes wages, health care, Medicare, retirement, and any other form of regular and recurring compensation that is a financial liability to the district. Duty uniforms, PPE, and Workers Compensation are provided by the district, and are not considered a form of compensation.

Health Care

The employer agrees to pay the health insurance premium for each employee and their family. In addition, the employer will contribute \$1,600 (individual) and \$2,800 (Family) per year into a Health Reimbursement Account. There is no cap on the Health Reimbursement Account. The Union and the District agree to form a joint medical insurance committee.

Employees are required to have health insurance. In the event that the employee declines District provided health insurance, the employee shall not be entitled to receive cash or other benefits in lieu of the insurance premium.

Coverage shall be extended to all insurable employees and their dependents under the rules and conditions provided for by the terms of the insurance policy while the employee is in active pay status. Employees not in active pay status may continue their health insurance coverage under COBRA guidelines.

Longevity

The District shall pay a monthly Longevity premium equivalent to the corresponding percentage of the Firefighter 1st Class Rate of Pay for the employee who has completed the following schedule of years of service as a full time employee with the District.

Completion of:	Premium
5 years	2%
10 years	4%
15 years	6%
20 years	8%
25 years	11%
30 years	13%

Acting Pay

- A. A Firefighter or Engineer working in the capacity of a Lieutenant shall receive a temporary upgrade in base pay equal to that of a Lieutenant for hours worked as an acting Lieutenant. Engineers will receive preference for acting Lieutenant assignments.
- B. Acting Battalion Chiefs
 - a. When a Battalion Chief is absent the Fire Chief or his designee shall appoint a qualified Lieutenant or Captain to serve as acting Battalion Chief.
 - b. The acting Battalion Chief shall receive a temporary upgrade in base pay equal to that of a Battalion Chief for hours worked as a Battalion Chief.






Administrative Captain

The position of Administrative Captain is a two-year rotational position for company officers, with an option to serve a third year. Expectations for these positions are outlined in their respective Class Specifications and include, but are not limited to, the following: duties as listed, acting Battalion Chief as assigned, respond to, and assume a command team role at scenes of major or simultaneous incidents, and work a flexible 40 hour per week schedule. These positions are considered developmental positions towards becoming a chief officer.



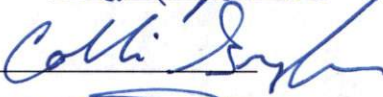
Administrative Captain Compensation:

- Salary: These positions will be paid a bi-weekly wage established for Captain.
- Incentive Pay: Administrative Captains are eligible for incentive pay ratings maintained while working as an administrative captain.
- Leave Balance Conversion: the District will convert the leave bank balances between day shift work and shift work.

Approved on this 12 day of July, 2022, by the Central Valley Fire District Board of Trustees.

Trustee- Ty Elliot 
Trustee- Mark MacLeod 
Trustee- Justin Varley 
Trustee- Tim Sheehy 
Trustee- Ron Murray 

Approved on this 18 day of July, 2022, by the Representatives of International Association of Firefighters, IAFF Local No. 4939.

President- Dustin Pitman 
Vice President- Nick Johnson 
Secretary- Collin Brozka 
Treasurer- Mitch Davis 