

AGENDA

REGULAR MEETING
MISSOULA RURAL FIRE DISTRICT

BOARD OF TRUSTEES

DATE: Tuesday, January 9th, 2024
TIME: 4:00 P.M.
PLACE: Station #1, 2521 South Avenue West, Missoula

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

READING OF MINUTES

PUBLIC COMMENT

CLAIMS

November Claims	\$ 2,866.39
December Claims	<u>\$182,802.81</u>
Total Claims	\$185,669.20

COMMUNICATIONS

TRUSTEE REPORTS

STAFF REPORTS

OLD BUSINESS

NEW BUSINESS

1. Discussion and Decision on Chiefs' Employment Contracts
2. Discussion and Decision on Collective Bargaining Agreement with Local 2457

CLOSED EXECUTIVE SESSION (personnel)

REOPENING OF MEETING TO PUBLIC

ADJOURNMENT

Missoula Rural Fire District
Board of Trustees
Missoula, Montana 59804

December 12th, 2023

The Missoula Rural Fire District (MRFD) Board of Trustees (BOT) met in regular session at the Station 1 Headquarters meeting room and via a "Zoom" video conference on **Tuesday, December 12th, 2023.**

CALL TO ORDER: Chairman Murphy called the meeting to order at 16:00 hours.

PLEDGE OF ALLEGIANCE

ROLL CALL: Present: Chairman Ben Murphy, Vice-Chairman Larry Hanson, Secretary Dick Mangan, Trustee Jeff Merritt, and Trustee Dan Corti.

READING OF THE MINUTES: Trustee Merritt moved to accept the minutes as written. Vice-Chairman Hanson seconded the motion. The motion was voted on and passed with 5 ayes, 0 nays, and 0 abstains.

PUBLIC COMMENT: There were no members of the public present for the meeting.

CLAIMS: Chairman Murphy inquired about the \$2341 claim for Nash. In response, Chief Finlay clarified that the amount was for the pumping of the sand water separator at Station 2. Trustee Merritt made a motion to accept the claims, which was seconded by Vice-Chairman Hanson. The motion was voted on and passed with 5 ayes, 0 nays, and 0 abstains.

COMMUNICATIONS: Raquel Wilkinson conveyed that the communications included a thank you letter to Dillard's for providing popcorn, a couple of thank you cards from the public, a letter from People for the Ethical Treatment of Animals (PETA) expressing gratitude to the crew that saved a cat, a note about a little boy who visited Station 1 to celebrate his birthday, a notification from the Federal Emergency Management Agency that MRFD did not receive the Assistance to Firefighters Grant, a Certificate of Appreciation to Clinton Rural Fire District for allowing MRFD to use their training building, an IT report, two DFM reports, a breakdown of the Public Relations Outreach, and a Calls for Service report.

TRUSTEE REPORTS: Trustee Merritt reported attending training with MRFD crews at the Mount Jumbo School.

STAFF REPORTS:

Local 2457: Lieutenant Kottwitz reported that the union scheduled a special meeting for a contract ratification vote to present to its members on Monday, December 18th.

Resident/Volunteer Coordinator (RVC): Chief Paulsen announced that Captain DeVos will be a temporary point of contact for residents and volunteers. At present, MRFD is experiencing a shortage of four residents. However, they recently recruited five new residents, out of which one will serve as a volunteer until a position opens. They are currently undergoing training and will be fully qualified as residents in a couple of weeks.

Deputy Fire Marshal (DFM): DFM Giardino reported that he and DFM McDermott are working on a project near Station 2, where they met with an architect who plans to install a water tank with a capacity of at least 350,000 gallons. The tank will have a water pump and fire hydrants to supply water to the 43-acre subdivision. When Chairman Murphy asked where the water would come from, DFM Giardino informed him it would be drawn from a well.

Accreditation Manager (AM): Chief Horsens reported that since he was promoted to Deputy Chief, the position for AM was officially posted on December 11th. Given the changes in administration staff, the CPSE document submittal date was moved from February 29th to the end of September, which will push MRFD's date to appear before the Commission to March of 2025. The documents to be submitted are the Community Risk Assessment/Standards of Cover, the Strategic Plan, and the Self-Assessment Manual.

Battalion Chief (BC): BC Bowman reported that the number of calls received in November was lower than the previous year. However, the total number of calls this year increased by 5% compared to last year. During the month, the crew responded to two cat rescues: one from a vehicle's engine and another from a structure fire. Additionally, there was a structure fire incident that occurred south of Lolo. Chief Bowman expressed his gratitude to Trustee Merritt for attending the training at Mount Jumbo and extended an invitation to the rest of the BOT to attend future trainings. He believes it would benefit both the crew and the BOT to get to know each other better.

Finance and Human Resources (HR): Melissa Schnee reported that MRFD was balanced with Missoula County through October. The MT State portion of the FY21 audit is completed, and the Federal portion will be completed soon. Most of November was spent on preparation and setup for the assessments of the Fire Chief and Deputy Chief.

Assistant Chief of Operations: Chief Finlay reported that on December 5th, there was a Deputy Chief Assessment, where Chief Horsens was promoted to Deputy Chief. Chief Paulsen was also appointed as Assistant Chief. Chief Finlay and Chief Newman have begun the transition process of information. Both are involved in a Station Location Study, which will continue after Chief Newman leaves. Last week, Chief Finlay attended a 911 Advisory Board Meeting where they discussed the ongoing dispatcher shortage in the dispatch center. As Chief Horsens mentioned, we announced an upcoming AM position we hope to fill within the MRFD ranks. In the coming days, the Chiefs will deliver Christmas cookies and cards to several MRFD's cooperative agencies. A pinning ceremony for the incoming Chiefs will be scheduled soon, along with the AM assessment. Chief Finlay also shared that he would attend an Active Attack meeting on December 13th at the airport, which they are trying to gain more support from other law enforcement agencies. Lastly, two members are coming on light duty, and MRFD will use one of them as a point of contact for residents and volunteers. They will also focus on updating SOGs that need to be addressed.

Fire Chief: Chief Newman stated that considerable effort and preparation was put into the Fire Chief and Deputy Chief assessments. He noted that the assessments were conducted flawlessly, thanks to the hard work of all those involved. Additionally, Chief Newman mentioned that he has been collaborating with Lieutenant Houppert on scheduling platforms and hopes to have a recommendation for the new administration before he retires. He attended the November Missoula County Fire Protection Association meeting, and the group has made considerable progress over the years that he has been on the Board. He hopes the progress will continue even after he retires. Chief Newman and Chief Finlay have been working on the Station Location Study and preparing extensively for the transition to ensure no progress falls behind.

OLD BUSINESS: There were no previous matters to be addressed.

NEW BUSINESS:

1. **Discussion and Decision on Ballot Certification Form and Member Inventory Form:** Melissa Schnee reported receiving a notification from the Elections Office regarding the ballot for the upcoming spring elections. Two member seats will be open for the election. Melissa completed the ballot certification form and certified those empty seats. The form contains all the information of the BOT members for review. Melissa also informed the BOT that she can assist with the Oath of Candidacy. She further explained that action is only required to verify the accuracy of the

information on the ballots. Chairman Murphy asked for clarification that the forms must be submitted by January 15th, which Melissa confirmed.

2. **Discussion and Decision on Changing Administration Signatories on Clearwater Credit Union Account:** Melissa Schnee noted that she attached a letter to be signed by the BOT requesting the removal of Chief Newman from the Clearwater Credit Union account and credit card and replacing him with Chief Finlay. Trustee Merritt motioned that the change be accepted, which was seconded by Vice-Chairman Hanson. The motion was voted on and passed with 5 ayes, 0 nays, and 0 abstains.
3. **Discussion and Decision on Changing Administration Signatories with the Missoula County Finance Department:** Melissa Schnee noted that the agenda item was similar to the previous one, which pertained to First Interstate Bank, where MRFD funds are held via Missoula County. The item was about changing the check signers on that account. Chief Newman would be removed, and Chief Finlay would be added as a check signer. Trustee Merritt made a motion to accept the change, and Vice-Chairman Hanson seconded the motion. The motion was voted on and passed with 5 ayes, 0 nays, and 0 abstains.

CLOSED EXECUTIVE MEETING (personnel): Chairman Murphy determined the next matter to be a matter of individual privacy, and the individual's privacy considerably outweighs the public's right to know. The meeting will be closed to the public for an executive session.

REOPENING OF MEETING TO THE PUBLIC: Chairman Murphy reconvened the public meeting at 17:29 hours.

1. **Possible Motion and Decision on Result of Discussions Held in Executive Session:** Trustee Merritt stated that after discussing the matter in the executive session, he would like to propose a motion to waive the 1-year sick leave requirement and grant Chief Newman the 75% payout. Vice-Chairman Hanson seconded the motion. The motion was voted on and passed with 4 ayes, 1 nay, and 0 abstains.

ADJOURNMENT: Trustee Merritt made a motion to adjourn. Vice-Chairman Hanson seconded the motion. Chairman Murphy adjourned the meeting at 17:35 hours.

Respectfully submitted,



Jenn Culp, Administrative Assistant
Missoula Rural Fire District

John (Ben) Murphy, Chairman

Date

Dick Mangan, Secretary

Date

01/05/24
09:42:51

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Claim Details
For the Accounting Period: 12/23

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44685	81876S	1661 ALEC BRAY	27.50						
1	123123AB01	12/31/23 BRAY DEC GYM REIMBURSEMENT	27.50			1000 50 420460	132		101000
		Total for Vendor:	27.50						
44675	81877S	1788 AMAZON CAPITAL SERVICES	641.17						
1	-4J3M-4Y36	12/27/23 OFFICE SUPPLIES	37.28			1000 10 420510	210		101000
2	-4J3M-4Y36	12/27/23 OFFICE SUPPLIES	39.31			1000 10 420510	210		101000
3	-FRXR-13JH	12/21/23 OFFICE SUPPLIES	99.99			1000 10 420510	210		101000
4	-RWX1-KKXK	12/24/23 OFFICE SUPPLIES	12.34			1000 10 420510	210		101000
5	-HHXV-6143	12/15/23 WIRELESS	13.88			1000 10 420510	345		101000
6	-VK1C-436X	12/15/23 WIRELESS	39.50			1000 10 420510	345		101000
7	-4JQC-PWQ	12/14/23 OFFICE SUPPLIES	97.12			1000 10 420510	210		101000
8	-9RXW-3DK7	12/14/23 STA 6	29.06			1000 50 420460	366		101000
9	-9RXW-3DK7	12/14/23 STA 6	33.84			1000 50 420460	366		101000
10	-KHXP-4HGJ	12/11/23 OFFICEE SUPPLIES	4.89			1000 10 420510	210		101000
11	-T6DT-KRY7	12/06/23 OFFICEE SUPPLIES	-43.02			1000 10 420510	210		101000
12	-HQMh-3TGV	12/04/23 STA 4	239.99			1000 50 420460	364		101000
13	-K94W-NICV	12/02/23 STA 6	36.99			1000 50 420460	366		101000
		Total for Vendor:	641.17						
44655	81860S	1899 APEX PLUMBING AND HEATING	2,477.00						
1	I231214569	12/20/23 STA 6	2,000.00			1000 50 420460	366		101000
2	I231220588	12/20/23 STA 4	477.00			1000 50 420460	364		101000
		Total for Vendor:	2,477.00						
44621	81827S	819 BLACKFOOT COMMUNICATIONS	485.70						
1	1201236467	12/01/23 STA 2	485.70			1000 10 420510	345		101000
		Total for Vendor:	485.70						
44635	81842S	1480 BRIAN LAFOREST	59.00						
1	121923BL01	12/19/23 LAFOREST HAZMAT PER DIEM	59.00			1000 20 420440	379		101000
44692	81878S	1480 BRIAN LAFOREST	15.00						
1	123123BL01	12/31/23 LAFOREST DEC GYM REIMBURSE	15.00			1000 20 420440	132		101000
		Total for Vendor:	74.00						

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44676	818795	1900 BRYANT LITTLE	21.65						
1	122823BL01	12/28/23 RFF LITTLE FINGERPRINTING	21.65*			1000 60 420462	391		101000
		Total for Vendor:	21.65						
44668	81880S	917 CAR QUEST AUTO PARTS STORES	36.84						
1	867-649002	12/12/23 317	36.84			1000 20 420440	272		101000
		Total for Vendor:	36.84						
44614	81828S	948 CASEY PORTE	59.00						
1	120823CP01	12/08/23 PORTE HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
		Total for Vendor:	59.00						
44658	81881S	1687 CDW GOVERNMENT	6,347.22						
1	LV10805	09/08/23 COMPUTER SUPPLIES	1,053.20			1000 10 420510	268		101000
2	MT22639	10/27/23 COMPUTER SUPPLIES	-874.94			1000 10 420510	268		101000
3	MT23941	10/27/23 COMPUTER SUPPLIES	-151.52			1000 10 420510	268		101000
4	NN61688	12/12/23 COMPUTER SUPPLIES	5,031.09			1000 10 420510	268		101000
5	NP43971	12/14/23 COMPUTER SUPPLIES	1,289.39			1000 10 420510	268		101000
		Total for Vendor:	6,347.22						
44622	81829S	1424 CHARTER	540.00						
1	3301120123	12/01/23 STA 1	540.00			1000 10 420510	345		101000
44636	81843S	1424 CHARTER	23.18						
1	1211236052	12/11/23 STA 1	23.18			1000 10 420510	341		101000
44652	81861S	1424 CHARTER	227.84						
1	4701121423	12/14/23 STA 6	227.84			1000 10 420510	345		101000
44683	81871S	1424 CHARTER	290.94						
1	171922023	12/20/23 STA 4	290.94			1000 10 420510	345		101000
44699	81910S	1424 CHARTER	210.78						
1	8801120123	12/01/23 STA 5	210.78			1000 10 420510	345		101000
		Total for Vendor:	1,292.74						

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44637	81844S	1815 CHEMNET CONSORTIUM INC	240.00						
1	120125 12/12/23	BURRUSS DRUG SCREEN	60.00*			1000 60 420462	391		101000
2	120125 12/12/23	SENTELL DRUG SCREEN	60.00*			1000 60 420462	391		101000
3	120125 12/12/23	PUTTAKAMMER DRUG SCREEN	60.00*			1000 60 420462	391		101000
4	120125 12/12/23	LITTLE DRUG SCREEN	60.00*			1000 60 420462	391		101000
Total for Vendor:			240.00						
44671	81872S	1583 CITI CARDS	4,030.68						
1	122023980 12/20/23	XMAS COOKIES REFUND	-399.80			1000 10 420510	210		101000
2	122023980 12/20/23	ZOOM	16.59			1000 10 420510	368		101000
3	122023980 12/20/23	RILEY REFUND PENALTY CHG	125.00			1000 50 420460	379		101000
4	122023980 12/20/23	K PAULSEN CPSE FLIGHT	59.00			1000 10 420510	379		101000
5	122023980 12/20/23	K PAULSEN CPSE FLIGHT	109.00			1000 10 420510	379		101000
6	122023980 12/20/23	K PAULSEN CPSE FLIGHT	109.00			1000 10 420510	379		101000
7	122023980 12/20/23	K PAULSEN CPSE FLIGHT	59.00			1000 10 420510	379		101000
8	122023980 12/20/23	K PAULSEN CPSE FLIGHT	796.41			1000 10 420510	379		101000
9	122023980 12/20/23	K PAULSEN CPSE FLIGHT	30.00			1000 10 420510	379		101000
10	122023980 12/20/23	K PAULSEN CPSE REGIST	720.00			1000 10 420510	380		101000
11	122023980 12/20/23	XMAS COOKIES	399.80			1000 10 420510	210		101000
12	122023980 12/20/23	HOLIDAY CARDS	15.95			1000 10 420510	210		101000
13	122023980 12/20/23	XMAS COOKIES	299.80			1000 10 420510	210		101000
14	122023980 12/20/23	NEGOTATION LUNCH	76.70			1000 10 420510	379		101000
15	122023980 12/20/23	UNIFORMS	32.60			1000 50 420460	230		101000
16	122023980 12/20/23	UNIFORMS	27.19			1000 50 420460	230		101000
17	122023980 12/20/23	363 STA 6	29.97			1000 50 420460	366		101000
18	122023980 12/20/23	STA 2	8.97			1000 50 420460	362		101000
19	122023980 12/20/23	LAFORST FFCA	495.00			1000 20 420440	380		101000
20	122023980 12/20/23	ANNUAL INSPECTION FORMS/STI	110.25			1000 20 420440	333		101000
21	122023980 12/20/23	LAFORST EVT FLIGHT	826.40			1000 20 420440	379		101000
22	122023980 12/20/23	STA 2	28.47			1000 50 420460	362		101000
23	122023980 12/20/23	307	55.36			1000 20 420440	333		101000
24	122023980 12/20/23	UNDER PAID LAST MONTH	0.02			1000 10 420510	356		101000
Total for Vendor:			4,030.68						

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44620	81830S	1299 CITY OF MISSOULA-FINANCE	34.69						
1	1201237950	12/01/23 STA 1	34.69			1000 10 420510	341		101000
44682	81873S	1299 CITY OF MISSOULA-FINANCE	20.36						
1	1221237965	12/21/23 STA 6	20.36			1000 10 420510	341		101000
		Total for Vendor:	55.05						
44677	81874S	216 CLEARWATER CREDIT UNION	4,359.43						
1	1222234600	12/22/23 COMPUTER SUPPLIES	36.98			1000 10 420510	268		101000
2	1222234600	12/22/23 COMPUTER SUPPLIES	149.97			1000 10 420510	268		101000
3	1222234600	12/22/23 FEES	6.75			1000 10 420510	356		101000
4	1222234600	12/22/23 LAFOREST EVT LODGING	1,187.40			1000 20 420440	379		101000
5	1222234600	12/22/23 CHIEF NEWMAN RETIREMENT	29.98			1000 10 420510	379		101000
6	1222234600	12/22/23 CHIEF INTERVIEWS	122.76			1000 10 420510	379		101000
7	1222234600	12/22/23 CHIEF INTERVIEWS	79.75			1000 10 420510	379		101000
8	1222234600	12/22/23 SCBA	1,050.00			1000 50 420460	304		101000
9	1222234600	12/22/23 COMPUTER SUPPLIES	99.98			1000 10 420510	268		101000
10	1222234600	12/22/23 COMPUTER SUPPLIES	49.99			1000 10 420510	268		101000
11	1222234600	12/22/23 HELMET SHIELDS	148.00			1000 50 420460	224		101000
12	1222234600	12/22/23 MEDICAL SUPPLIES	44.82			1000 80 420461	222		101000
13	1222234600	12/22/23 HORSENS OFFICE	149.99			1000 10 420510	210		101000
14	1222234600	12/22/23 WELLNESS CLASS	1,012.50			1000 50 420460	380		101000
15	1222234600	12/22/23 309 CAR WASH	10.00			1000 20 420440	372		101000
16	1222234600	12/22/23 COMPUTER SUPPLIES	30.58			1000 10 420510	268		101000
17	1222234600	12/22/23 P TOUCH TAPE	33.98			1000 10 420510	210		101000
18	1222234600	12/22/23 BUSINESS CARDS	116.00			1000 10 420510	320		101000
		Total for Vendor:	4,359.43						
44646	81862S	1793 CRAIG MARTYNN	2,000.00						
1	122123CM01	12/21/23 MARTYNN PARA FALL SEMESTER	2,000.00			1000 60 420462	380		101000
		Total for Vendor:	2,000.00						
44694	-99803C	76 CULLIGAN WATER CONDITIONING	139.75						
1	1225237138	12/25/23 ALL STATIONS	139.75			1000 10 420510	341		101000
		Total for Vendor:	139.75						

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44638	81845S	619 CUSTOM WEST PEST CONTROL	225.00						
1	1887 12/06/23 STA 6		225.00			1000 50 420460	366		101000
		Total for Vendor:	225.00						
44631	81831S	1738 DYLAN WICK	191.16						
1	121323DW01 12/13/23 WICK ANNUAL PHYSICAL		191.16			1000 10 420510	356		101000
		Total for Vendor:	191.16						
44672	-99805C	141 GENERAL FIRE APPARATUS	809.91						
1	17589 11/29/23 328		81.73			1000 20 420440	272		101000
2	17669 12/14/23 328		174.33			1000 20 420440	272		101000
3	17716 12/26/23 363		280.62			1000 20 420440	272		101000
4	17717 12/26/23 328		273.23			1000 20 420440	272		101000
		Total for Vendor:	809.91						
44690	-99804C	1506 HARLOW'S TRUCK CENTER	858.70						
1	02P19798 12/12/23 317		113.89			1000 20 420440	272		101000
2	02P19800 12/13/23 317		741.75			1000 20 420440	272		101000
3	02P19822 12/13/23 317		3.06			1000 20 420440	272		101000
		Total for Vendor:	858.70						
44689	81882S	1286 HILLYARD - MT dba HOUSE OF CLEAN	869.60						
1	605345338 12/22/23 STA 1		306.04			1000 50 420460	361		101000
2	605347793 12/28/23 STA 1		164.36			1000 50 420460	361		101000
3	605347794 12/28/23 STA 2		50.05			1000 50 420460	362		101000
4	605331756 12/11/23 STA 4		48.61			1000 50 420460	364		101000
5	605347795 12/28/23 STA 5		201.79			1000 50 420460	365		101000
6	605347796 12/28/23 STA 6		98.75			1000 50 420460	366		101000
		Total for Vendor:	869.60						
44642	81846S	1820 JENNIFER CULP	8.48						
1	121923JC01 12/19/23 HOLIDAY CARDS		8.48			1000 10 420510	220		101000

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44649	81863S	1820 JENNIFER CULP	24.54						
1	122123JC01	12/21/23 CHIEF NEWMAN RETIREMENT	24.54			1000 10 420510	379		101000
		Total for Vendor:	33.02						
44639	81847S	1637 JEREMY BERGBOWER	59.00						
1	121923JB01	12/19/23 BERGBOWER HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
		Total for Vendor:	59.00						
44605	81832S	1308 JIM STEYEE	278.13						
1	120823JS01	12/08/23 STEYEE HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
2	121023JS01	12/10/23 STEYEE ANNUAL PHYSICAL REI	219.13			1000 10 420510	356		101000
		Total for Vendor:	278.13						
44647	81864S	1870 JOHN CHRISTIANSEN	2,000.00						
1	122023JC01	12/20/23 CHRISTIANSEN PARA TUITION	2,000.00			1000 60 420462	380		101000
		Total for Vendor:	2,000.00						
44711	81917S	1351 JON MUIR	54.00						
1	123123JM01	12/31/23 MUIR DEC GYM REIMBURSEMENT	54.00			1000 50 420460	132		101000
		Total for Vendor:	54.00						
44608	81833S	689 KEN MORRIS	31.50						
1	120823RM01	12/08/23 MORRIS HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
2	102323RM01	10/23/23 MORRIS SCHMAG PER DIEM	-27.50			1000 50 420460	379		101000
		Total for Vendor:	31.50						
44702	-99802C	1114 KENWORTH SALES MISSOULA	7.57						
1	017p27819	12/13/23 317	7.57			1000 20 420440	270		101000
		Total for Vendor:	7.57						
44708	81918S	202 LEGACY GLASS, LLC	90.00						
1	80473	12/05/23 310	40.00			1000 20 420440	372		101000
2	80543	12/27/23 327	50.00			1000 20 420440	372		101000
		Total for Vendor:	90.00						

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MISSOULA RURAL FIRE DISTRICT
Claim Details
For the Accounting Period: 12/23

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* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44703	-99801C	1282 LIFE-ASSIST, INC	5,902.88						
1	1385219 12/01/23	MEDICAL SUPPLIES	5,115.14			1000 80 420461	222		101000
2	1386316 12/05/23	MEDICAL SUPPLIES	81.84			1000 80 420461	222		101000
3	1391361 12/26/23	MEDICAL SUPPLIES	705.90			1000 80 420461	222		101000
		Total for Vendor:	5,902.88						
44704	81915S	1894 LOWE'S	73.06						
1	988986 12/05/23	HAZMAT	73.06			1000 50 420460	219		101000
		Total for Vendor:	73.06						
44629	81834S	1831 MEAGAN BUNNELL	6,814.85						
1	120823MB01 12/08/23	BUNNELL ECG IN ACS TEXTBOO	49.30			1000 50 420460	380		101000
2	120823MB01 12/08/23	BUNNELL EMERGENCY CARE TEX	199.49			1000 50 420460	380		101000
3	120823MB01 12/08/23	BUNNELL PHARMACOLOGY TEXTB	90.53			1000 50 420460	380		101000
4	120823MB01 12/08/23	BUNNELL ARRHYTHMIAS TEXTBO	117.32			1000 50 420460	380		101000
5	120823MB01 12/08/23	BUNNELL NMETC TUITION	10,000.00			1000 50 420460	380		101000
6	120823MB01 12/08/23	BUNNELL NMETC TUITION REIM	-5,000.00			1000 50 420460	380		101000
7	120823MB01 12/08/23	BUNNELL NMETC APP FEE	200.00			1000 50 420460	380		101000
8	120823MB01 12/08/23	BUNNELL NMETC FINANCE FEE	240.00			1000 50 420460	380		101000
9	120823MB01 12/08/23	BUNNELL PER DIEM 13 DAYS	767.00			1000 50 420460	379		101000
10	120823MB01 12/08/23	BUNNELL UBER	100.00			1000 50 420460	379		101000
11	120823MB01 12/08/23	BUNNELL FLU VACCINE	51.21			1000 50 420460	380		101000
		Total for Vendor:	6,814.85						
44710	81919S	1708 METRO EXPRESS CAR WASH-MISSOULA	35.00						
1	113023 11/30/23	301	21.00			1000 20 420440	370		101000
2	113023 11/30/23	302	14.00			1000 20 420440	370		101000
		Total for Vendor:	35.00						
44657	81865S	208 MISSOULA COUNTY MEDICAL BENEFITS	98,744.10						
1	0000011477 12/20/23	ADMIN	13,601.00*			1000 10 420510	143		101000
2	0000011477 12/20/23	RM/ARM	4,048.20			1000 20 420440	143		101000
3	0000011477 12/20/23	TO	2,024.10			1000 30 420430	143		101000
4	0000011477 12/20/23	FP	3,371.10			1000 40 420410	143		101000
5	0000011477 12/20/23	SUP	75,699.70			1000 50 420460	143		101000
		Total for Vendor:	98,744.10						

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44640	81848S	228 MISSOULA COUNTY TREASURER	374.35						
1	759 12/13/23	NOV TELE SERVICES	374.35			1000 10 420510	345		101000
		Total for Vendor:	374.35						
44698	81883S	211 MISSOULA COUNTY WORKERS COMP	692.17						
1	123122WMC 12/31/23	DEC VFF/RFF HOURS	692.17			1000 60 420462	146		101000
		Total for Vendor:	692.17						
44630	81835S	230 MISSOULA ELECTRIC COOPERATIVE	483.83						
1	1206233950 12/06/23	STA 2	19.50			1000 10 420510	341		101000
2	1206233950 12/06/23	STA 6	241.38			1000 10 420510	341		101000
3	1206233950 12/06/23	STA 2	222.95			1000 10 420510	341		101000
		Total for Vendor:	483.83						
44688	81884S	235 MISSOULA MOTOR PARTS	312.33						
1	773879 12/04/23	SILVER FORD FUSION	22.92			1000 20 420440	272		101000
2	774033 12/04/23	328	29.55			1000 20 420440	272		101000
3	973081 12/07/23	315	8.78			1000 20 420440	272		101000
4	973250 12/08/23	STA 1	56.49			1000 50 420460	361		101000
5	973375 12/09/23	310	2.90			1000 20 420440	272		101000
6	973379 12/09/23	310	2.18			1000 20 420440	272		101000
7	777089 12/12/23	317	82.87			1000 20 420440	272		101000
8	779111 12/18/23	SHOP	19.93			1000 20 420440	270		101000
9	975168 12/19/23	SHOP	37.12			1000 20 420440	270		101000
10	779683 12/20/23	310	12.15			1000 20 420440	272		101000
11	779789 12/20/23	STA 2	37.44			1000 50 420460	362		101000
		Total for Vendor:	312.33						
44693	81885S	244 MISSOULA TEXTILE SERVICES	427.81						
1	12312320 12/31/23	ALL STATIONS	427.81			1000 10 420510	356		101000
		Total for Vendor:	427.81						
44632	-99815C	1684 MMW ARCHITECTS	340.00						
1	00004 08/11/23	STA 6 ROOF	340.00*			1000 10 420510	920		101000
		Total for Vendor:	340.00						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44662	-99812C	259 MSUES FIRE TRAINING SCHOOL	570.00						
1	26-221 12/07/23	AITCHISON AERIAL	95.00			1000 50 420460	380		101000
2	26-221 12/07/23	AITCHISON MOBILE WATER SUPPLY	95.00			1000 50 420460	380		101000
3	26-221 12/07/23	AITCHISON PUMPER	95.00			1000 50 420460	380		101000
4	26-221 12/07/23	AITCHISON WILDLAND FIRE	95.00			1000 50 420460	380		101000
5	26-221 12/07/23	J LAPINSKI AERIAL	95.00			1000 50 420460	380		101000
6	26-221 12/07/23	J LAPINSKI PUMPER	95.00			1000 50 420460	380		101000
44680	-99811C	259 MSUES FIRE TRAINING SCHOOL	475.00						
1	26-222 12/29/23	DREGALLA D/O WL	95.00			1000 50 420460	380		101000
2	26-222 12/29/23	N LAPINSKI FI1	95.00			1000 50 420460	380		101000
3	26-222 12/29/23	GOODIN FFI	95.00			1000 60 420462	380		101000
4	26-222 12/29/23	MILLS FFI	95.00			1000 60 420462	380		101000
5	26-222 12/29/23	A THOMPSON FFI	95.00			1000 60 420462	380		101000
		Total for Vendor:	1,045.00						
44695	81886S	205 MT ACE HARDWARE	70.96						
1	23770987 12/04/23	317	35.98			1000 20 420440	272		101000
2	237714925 12/08/23	STA 1	19.99			1000 50 420460	361		101000
3	237719302 12/11/23	STA 6	14.99			1000 50 420460	366		101000
		Total for Vendor:	70.96						
44583	81799S	445 MT CRIMINAL RECORDS	50.00						
1	120523TS01 12/05/23	RFF SENTELL FINGERPRINTING	25.00*			1000 60 420462	391		101000
2	120623SP01 12/06/23	RFF PUTTKAMMER FINGERPRINT	25.00*			1000 60 420462	391		101000
44645	81866S	445 MT CRIMINAL RECORDS	25.00						
1	1226230001 12/26/23	RFF LITTLE FINGER PRINTING	25.00*			1000 60 420462	391		101000
		Total for Vendor:	75.00						
44628	81836S	262 MT STATE FIRE CHIEFS ASSOCIATION	450.00						
1	M2015408 12/11/23	BOWMAN 2023 DUES	75.00*			1000 50 420460	333		101000
2	M2015408 12/11/23	FINLAY 2023 DUES	75.00			1000 10 420510	333		101000
3	M2015408 12/11/23	HORSENS	75.00			1000 10 420510	333		101000
4	M2015408 12/11/23	LUBKE	75.00*			1000 50 420460	333		101000
5	M2015408 12/11/23	ORR	75.00*			1000 50 420460	333		101000

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MISSOULA RURAL FIRE DISTRICT
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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6	M2015408	12/11/23 K. PAULSEN	75.00			1000 10 420510	333		101000
		Total for Vendor:	450.00						
44651	81867S	681 MT STATE VOLUNTEER FF'S	65.00						
1	1226230001	12/26/23 MEMBERSHIP DUES	65.00			1000 10 420510	333		101000
		Total for Vendor:	65.00						
44612	81837S	1649 NATHAN LAPINSKI	59.00						
1	120823NL01	12/08/23 N. LAPINSKI HAZMAT PERDIEM	59.00			1000 50 420460	379		101000
		Total for Vendor:	59.00						
44606	81838S	1208 NICK HOUPPERT	31.50						
1	120823NH01	12/08/23 HOUPPERT HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
2	102423NH01	10/24/23 HOUPPERT SCHMAG PER DIEM	-27.50			1000 50 420460	379		101000
		Total for Vendor:	31.50						
44687	81887S	295 NORCO	497.31						
1	39495513	12/22/23 MEDICAL OXYGEN	151.45			1000 80 420461	222		101000
2	39507621	12/21/23 MEDICAL OXYGEN	218.76			1000 80 420461	222		101000
3	39560129	12/31/23 CYLINDER RENTAL	127.10			1000 80 420461	356		101000
		Total for Vendor:	497.31						
44660	81888S	1221 NORMONT EQUIPMENT	33.46						
1	30952	12/14/23 WOODCHIPPER	33.46			1000 20 420440	272		101000
		Total for Vendor:	33.46						
44678	81889S	299 NORTHWEST INDUSTRIAL	10.32						
1	2563845	12/27/23 306	10.32			1000 20 420440	272		101000
		Total for Vendor:	10.32						
44615	81839S	547 NORTHWESTERN ENERGY	823.89						
1	12012394-6	12/01/23 STA 5	755.09			1000 10 420510	341		101000
2	12012357-3	12/01/23 OLD STA 5	68.80			1000 10 420510	341		101000

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44644	81868S	547 NORTHWESTERN ENERGY	3,846.72						
1	12142315-4	12/14/23 STA 6	228.23			1000 10 420510	341		101000
2	12142358-3	12/14/23 STA 4	1,742.25			1000 10 420510	341		101000
3	12152341-3	12/15/23 STA 1	1,326.70			1000 10 420510	341		101000
4	12152325-3	12/15/23 STA 1	549.54			1000 10 420510	341		101000
44681	81875S	547 NORTHWESTERN ENERGY	357.09						
1	12192385-4	12/19/23 STA 2	357.09			1000 10 420510	345		101000
		Total for Vendor:	5,027.70						
44613	81840S	1744 PAT LORENSEN	59.00						
1	120823PL01	12/08/23 LORENSEN HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
		Total for Vendor:	59.00						
44607	81841S	1790 PETER STEVENS	59.00						
1	120823PS01	12/08/23 STEVENS HAZMAT PER DIEM	59.00			1000 50 420460	379		101000
		Total for Vendor:	59.00						
44663	-99809C	1725 PIERCE LEASING	750.00						
1	0058724	12/05/23 OFFICE TRAILER 12/5/23-1/1/24	750.00			1000 10 420510	530		101000
		Total for Vendor:	750.00						
44701	81911S	927 PITNEY BOWES, INC	88.92						
1	3318464060	12/14/23 METER LEASE	88.92			1000 10 420510	356		101000
		Total for Vendor:	88.92						
44705	81916S	756 POMP'S TIRE SERVICE, INC	341.00						
1	1850025219	12/26/23 348	341.00			1000 20 420440	233		101000
		Total for Vendor:	341.00						
44653	81869S	1898 RAQUEL HAHN-WILKINSON	87.17						
1	122123RW01	12/21/23 CHIEF NEWMAN RETIREMENT	87.17			1000 10 420510	379		101000
		Total for Vendor:	87.17						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44700	81912S	31 REPUBLIC SERVICES #889	1,102.13						
1	-003491656	12/31/23 ALL STATIONS	1,102.13			1000 10 420510	342		101000
		Total for Vendor:	1,102.13						
44684	81890S	204 RON LUBKE	27.50						
1	123123RL01	12/31/23 LUBKE DEC GYM REIMBURSEMEN	27.50			1000 50 420460	132		101000
		Total for Vendor:	27.50						
44709	81920S	360 SHIPPING DEPOT	52.46						
1	10474	12/01/23 AIR SAMPLE	15.78			1000 10 420510	311		101000
2	11627	12/11/23 310 CHARGER	36.68			1000 10 420510	311		101000
		Total for Vendor:	52.46						
44664	81891S	1419 SOLESTONE REIMBURSEMENT SERVICES	1,046.56						
1	12132023	12/12/23 MEDICAL SUPPLIES	895.47			1000 80 420461	222		101000
2	12282023	12/29/23 MEDICAL SUPPLIES	151.09			1000 80 420461	222		101000
		Total for Vendor:	1,046.56						
44641	-99814C	369 STAPLES	23.44						
1	8072656437	12/17/23 OFFICE SUPPLIES	23.44			1000 10 420510	210		101000
44691	-99810C	369 STAPLES	275.18						
1	8072783357	12/31/23 OFFICE SUPPLIES	275.18			1000 10 420510	210		101000
44706	-99799C	369 STAPLES	67.91						
1	8072722549	12/24/23 OFFICE SUPPLIES	67.91			1000 10 420510	210		101000
		Total for Vendor:	366.53						
44667	-99806C	1747 TARGET SOLUTIONS LEARNING LLC	19,654.27						
1	INV85823	12/31/23 CHECK-IT	18,447.71			1000 10 420510	368		101000
2	INV85823	12/31/23 DRUG SAFES	1,206.56			1000 10 420510	368		101000
		Total for Vendor:	19,654.27						

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MISSOULA RURAL FIRE DISTRICT
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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44666	-99807C	1707 TEAR IT UP LLC	49.60						
1	65248 12/11/23	SHREDDING SERVICES	49.60			1000 10 420510	356		101000
		Total for Vendor:	49.60						
44582	81800S	1896 THOMAS SENTELL	21.65						
1	120423TS01 12/04/23	REF SENTELL FINGERPRINTING	21.65*			1000 60 420462	391		101000
		Total for Vendor:	21.65						
44665	-99808C	1284 TRACE ANALYTICS, INC.	515.59						
1	23-21739 12/11/23	ROUTINE ANALYSIS	475.00			1000 20 420440	370		101000
2	23-22286 12/18/23	SHIPPING	40.59			1000 10 420510	311		101000
		Total for Vendor:	515.59						
44669	81892S	1628 UNIVISION	3,341.00						
1	252970 12/01/23	MICROSOFT 365	1,724.00			1000 10 420510	368		101000
2	253139 12/01/23	VELOCITY HOURS	1,617.00			1000 10 420510	368		101000
		Total for Vendor:	3,341.00						
44648	-99813C	408 VERIZON WIRELESS	1,064.61						
1	9951550219 01/03/23	WIRELESS	1,064.61			1000 10 420510	345		101000
		Total for Vendor:	1,064.61						
44670	81893S	782 WESTERN STATES EQUIPMENT COMPANY	39.53						
1	IN00262735 12/13/23	STA 5 GENERATOR	39.53			1000 50 420460	301		101000
		Total for Vendor:	39.53						
44686	81894S	1724 WEX BANK	4,095.34						
1	94232470 12/31/23	FUEL	4,095.34			1000 20 420440	231		101000
		Total for Vendor:	4,095.34						
44643	81849S	1897 WILLIAM (BILL) WEGNER	680.00						
1	661602 11/27/23	STA 6 COMPRESSOR	680.00			1000 50 420460	366		101000
		Total for Vendor:	680.00						
		# of Claims	84	Total:	182,802.81	# of Vendors	58		
		Total Electronic Claims			31,504.41				
		Total Non-Electronic Claims			151298.40				

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MISSOULA RURAL FIRE DISTRICT
Fund Summary for Claims
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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH ON DEPOSIT - COUNTY TREASURER	182,802.81
Total:	182,802.81

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MISSOULA RURAL FIRE DISTRICT
Claim Details
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For doc #s from 44619 to 44626
* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44619	-99819C	420 KELLEY CONNECT	590.76					
1	35416162 11/30/23	COPIER MAINT	590.76			1000 10 420510	356	101000
44623	-99818C	1448 BIG SKY MOTORSPORTS	75.64					
1	4298981 11/14/23	MULE 319	75.64			1000 20 420440	272	101000
44624	-99817C	1471 SAW SHOP	27.00					
1	4739 08/19/23	315	27.00			1000 20 420440	272	101000
44625	-99816C	77 CURTIS	2,105.00					
1	INV766886 11/22/23	SUP HOSES/NOZZLES	2,105.00			1000 50 420460	237	101000
44626	81826S	1801 LES SCHWAB	67.99					
1	9010130822 11/06/23	341	-335.99			1000 20 420440	233	101000
2	9010130820 11/06/23	341	201.99			1000 20 420440	233	101000
3	9010131148 11/16/23	363	201.99			1000 20 420440	233	101000
# of Claims			5	Total:	2,866.39			
Total Electronic Claims			2,798.40	Total Non-Electronic Claims	67.99			

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MISSOULA RURAL FIRE DISTRICT
Fund Summary for Claims
For the Accounting Period: 11/23

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH ON DEPOSIT - COUNTY TREASURER	\$2,866.39
Total:	\$2,866.39

Claims reviewed and approved for payment at the Regular scheduled Missoula Rural Fire District Board of Trustee Meeting held Tuesday, January 9th, 2024, at 4:00 PM.

_____Melissa Schnee, Finance/HR Director

_____Ben Murphy, Chairman

_____Dick Mangan, Secretary



MISSOULA RURAL FIRE DISTRICT

January 2, 2024

Lynne Puckett
30 Sunset Drive
Billings, MT 59105

Dear Lynne,

On behalf of the Missoula Rural Fire District firefighters and staff, we would like to thank you for coming in and donating \$100 cash. This was a considerate reminder of the kindness and goodwill of our neighbors.

Sincerely,

Paul Finlay
Fire Chief
Missoula Rural Fire District

PF/jc



MISSOULA RURAL FIRE DISTRICT

December 19, 2023

Jeff Allen
1501 Lakeside Drive
Lolo, MT 59847

Dear Jeff Allen,

On behalf of the Missoula Rural Fire District firefighters and staff, we would like to thank you for hand-delivering the pizzas to our stations. This was a considerate reminder of the kindness and goodwill of our neighbors.

Sincerely,

Paul Finlay
Fire Chief
Missoula Rural Fire District

PF/jc



MISSOULA RURAL FIRE DISTRICT

December 12, 2023

Mountain View Christian School
1010 Clements Road
Missoula, MT 59801

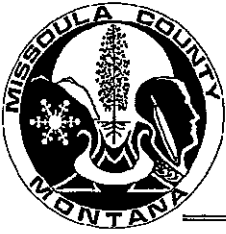
Dear Mountain View Christian School,

On behalf of the Missoula Rural Fire District firefighters and staff, we would like to thank you for hand-delivering homemade cookies and singing a Christmas carol. This was a considerate reminder of the kindness and goodwill of our neighbors.

Sincerely,

Paul Finlay
Fire Chief
Missoula Rural Fire District

PF/jc



**TYLER R. GERNANT
CLERK & TREASURER
200 WEST BROADWAY
MISSOULA MT 59802-4292
(406) 258-4752**

Missoula Rural Fire District
2521 South Ave W
Missoula, MT 59804

December 11, 2023

To Whom It May Concern,

Please find enclosed Notice of Public Hearing, Petition for Annexation, Missoula Rural Fire District approval letter, and supporting documentation regarding the request for annexation of the parcel of land located at 22050 Highway 12 W Lolo, MT 59847, into the Missoula Rural Fire District.

You may contact me at (406) 258-3231 with any questions.

A handwritten signature in cursive script that reads "Lisa Frost".

Sincerely,
Lisa Frost
Deputy Clerk & Recorder
Missoula County
(406) 258-3231

**NOTICE OF PUBLIC HEARING
ANNEXATION TO MISSOULA RURAL FIRE DISTRICT**

NOTICE IS HEREBY GIVEN, that a public hearing will be held on the January 11, 2024 beginning at 2:00 p.m. in the Sophie Moiese Room, Courthouse Annex, 200 West Broadway, Missoula, Montana 59802, on a petition for annexation into the Missoula Rural Fire District for the following area:

Located in E1/2 W1/2 NE1/4 & E1/2 NE1/4 S24 T12N R19W, Missoula
County, Montana
Parcel #1918555, located at 10260 Bear Run Creek Rd Missoula Mt 59803

(For additional information, see file in Clerk & Recorder's Office, 200 West Broadway,
1st Floor)

AND THAT all interested persons should appear at the above mentioned time and place appear or dial +1406-272-4824..727688337# Phone Conference ID: 251 213 673 936# Passcode: UzWpDj to be heard for or against said petition. Written protest will be accepted by the Commissioner's Office, located at Missoula County Administration Building, 199 West Pine Street, Missoula, Montana 59802, prior to the hearing day.

BY ORDER of the Board of County Commissioners of Missoula County, Montana.

Risa Frost as Deputy

Tyler R. Gernant
Clerk & Treasurer
200 W. Broadway St.
Missoula, MT 59802
(406) 258-4752

Date: December 12, 2023

Publish Dates: December 23, 2023
December 30, 2023



CERTIFICATION

I, Lisa Frost, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

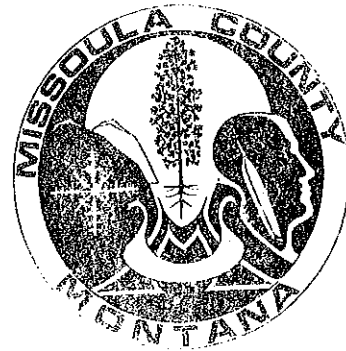
Located in E1/2 W1/2 NE1/4 & E1/2 NE1/4 S24 T12N R19W, Missoula
County, Montana

Parcel #1918555, located at 10260 Bear Run Creek Rd Missoula Mt 59803

Signed this 12th day of December 2023



Lisa Frost
Deputy Clerk & Recorder



Deputy Fire Marshal Monthly Report

Peter V. Giardino

December 2023

Activities

Business Inspections (re-inspections):

- 3233 S 3rd Street W (Sunrise Group Home)
- 7985 Highway 200 E – Town Pump Bonner
- 599 Howard Street – Opportunity Resources

Certificate of Occupancy Finals (Business)

Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections

- 6395 Primrose Ln. (re-inspection needed)
- 11263 Cherokee Ln. (re-inspection needed for access)
- 6395 Primrose Ln. (passed)
- 11263 Cherokee (re-inspection passed for access)

Annexation

- Facilitated annexation paperwork required by Missoula County for 10260 Bear Run Creek Rd.

Water Supply (cisterns, hydrants, etc.)

Lockboxes

Community Risk Reduction, Fire Prevention, and Code Compliance

- Review sprinkler requirements for 9990 Longacres (S1 storage occupancy)
- Teams meeting with Ethos Civil Engineering to discuss Grass Valley commercial/industrial subdivision.
- Spoke with Don McLean re: code requirements for above ground diesel tanks.
- Hazard Risk Assessment for Kemosabe Subdivision.
- Reviewed and provided fire code req. for building separations re: prefabricated extraction booths.
- Provided occupancy load requirements for outdoor space at the request of VRBO owner/operator.
- Phone conversation and email with contractor and architect for 9990 Longacres Ln.
- Met with Jack Long at 9990 Longacres Ln. to discuss sprinkler requirements for new building.
- Met with Hexion employees to discuss existing and new operations on site.
- Prepared 2021 IFC recommendations for the BOT.
- Provided comments for Holt Ranch Subdivision (previously Longhorn Flats)
- Reviewed Grant Creek Crossing variance proposal.
- Reviewed Lazy Grace subdivision proposal – 3233 S. 7th Street W.
- Spoke with State Cannabis Control Division re: life and fire safety inspections.

Fire Investigations

- 1501 Lakeside Dr. investigation report.

Classes/Training

- Firefighter Wellness – Anne Martin
- Registered for NFA Class – Hazardous Materials Code Enforcement, June 2024.
- Researched classes for FY 24 and completed CTR's

Plan Reviews

- 6649 Patton Ct.
- 5461 Big Hill Rd.
- 6525 Highway 10 W.
- 7098 Moon Dance Cluster (sprinklers)

First Due:

- Edits to numerous pre-plans throughout the month.

Assignments and Other Activities

- Deputy Chief assessment
- Permitting meeting
- BOT meeting

Deputy Fire Marshal Monthly Report

Dodd McDermott

December 2023

Activities

Business Inspections (re-inspections):

- 7890 Thornton Dr

Certificate of Occupancy Finals (Business):

- 7800 Deschamps

Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections:

- 2345 Paradise Rd C of O
- 11194 Bruin Ln
- 10791 Sugar Pine Pl
- 2 Elk Ridge Ct

Annexation:

-

Water Supply (cisterns, hydrants, etc.):

-

Lockboxes:

- 5151 Farm Ln

Community Risk Reduction, Fire Prevention, and Code Compliance:

- Missoula County CPR Initiative

Fire Investigations:

-

Classes/Training:

-

Plan Reviews:

- 9325 Bird Ln
- 5454 Big Hill Rd
- 10800 Grant Creek Rd
- 6395 Primrose Dr

- 1040 Chief Joesph Cluster Sprinkler plan
- 4130 Sierra Dr Sprinkler plan
- 6544 Grand Am Way
- 4627 Juniper Dr
- 6649 Patton Ct
- Grass Valley Subdivision
- 11882 Highway 93 S Sprinkler plan
- 11882 Highway 93 S
- 9265 Mormon Creek Rd
- 5905 Mullan Rd
- 5001 Blue Mountain Rd
- 10260 Bear Creek Rd
- 11882 Highway 93 S Alarm plan

First Due:

- Pre plans

Assignments and Other Activities:

- Streamlining permitting meeting
- CPT meeting
- Drive Safe Missoula Meeting
- Hexion Table top



MISSOULA RURAL FIRE DISTRICT

MRFD Resident & Volunteer Program Information
Prepared by Kirk Paulsen

<i>Certifications and Hours from Jan 1st 2023-December 31st 2023</i>	
Measured Category	Number of Certifications
Firefighter 1 Certification	13
Water Tender Driver Operator Certifications	4
Type 5 Wildland Driver Operator Certifications	4
Rope Rescue Certifications	6
Wildland Firefighter Basic Certifications	8
EMT-Paramedic Certification	1
Enrolled in Paramedic School	7
Enrolled in Fire Science School	1
Car Seat Tech	0
EMT Basic	6
Advanced EMT	0
Ice Rescue Tech	0
Swift Water Rescue Tech	3
Total Certifications/Enrollment	45
<i>Training Hours < Breakdown By Type></i>	
Measured Category	Number of Hours
VFF Total Training Hours <i>(Provided by the RVC in person training)</i>	630
RFF Total Training Hours <i>(Provided by the RVC in person training)</i>	1,397
Total in person hands on training provided by the RVC	207
Total Training Hours Combined for all Members	2,027
<i>Shift Hours for 2023</i>	
Measured Category	Number of Hours
VFF Total Shift Hours Worked	3145.00
RFF Total Shift Hours Worked	21,007
Total Shift Hours Combined For all Members	24,152
Total 911 Responses YTD/ MRFD Calls Jan-Dec 2023	
	Total
VFF Total Responses	102 2.86%
RFF Total Responses	1049 29.42%

Public Relations Outreach Breakdown

December 2023

- 12 total documented events
 - 8 social media posts (Facebook/Instagram/Twitter)
 - 0 scheduled media appearance (Newspaper/Radio/TV)
 - 2 in station event (Car Seat Event/Station Tour)
 - 0 impromptu media appearance (Newspaper/Radio/TV)
 - 2 other (Fundraiser/Parade/Etc.)

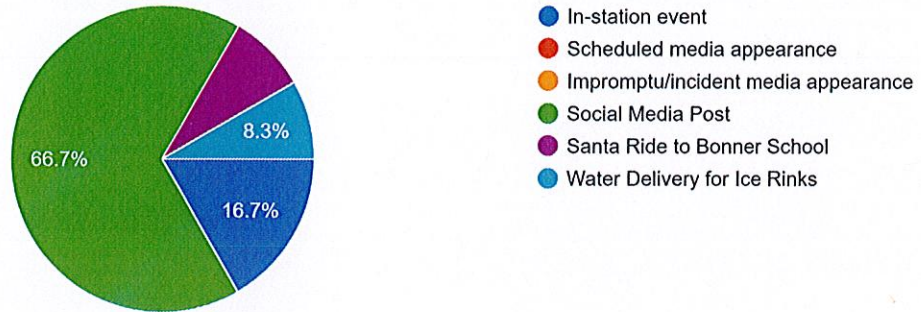
Date

12 responses

Dec 2023 | 2 9 12 2 14 3 20 2 22 24 28

Type

12 responses



Topic Being Discussed

11 responses

School Station Visit

Operation Warm

Christmas

Santa Ride to Bonner School

Water Delivery for Ice Rinks

Mutual Aid F-Town Fire

Chief's Retirement and Promotions

EMO Commercial Fire

Chief Newman Retirement



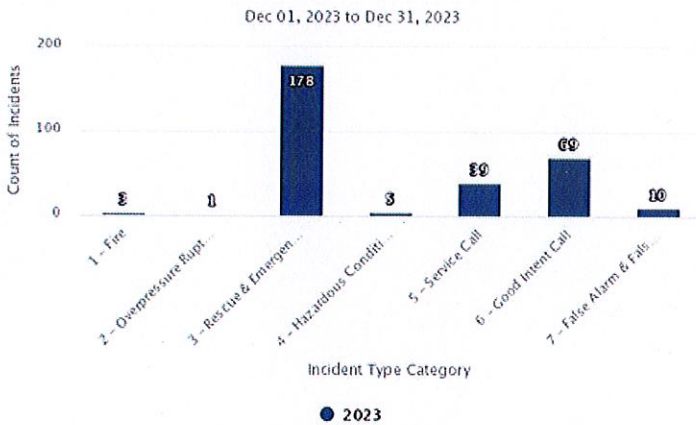
MRFD CFS Report

December 2023

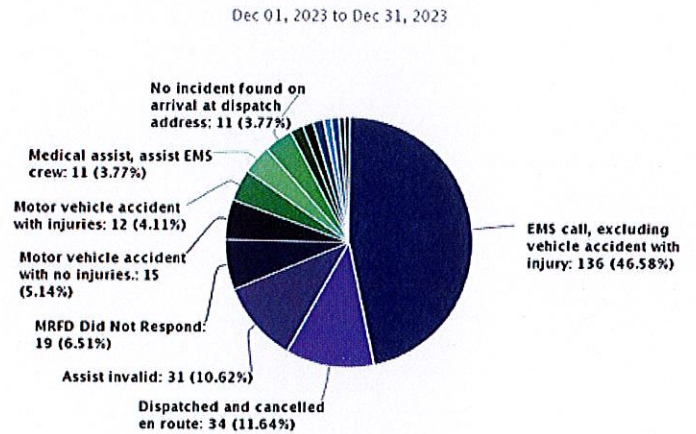
Incident Numbers

December 2023	307	December 2022	310	Percent Change	-0.97%
YTD 2023	3586	YTD 2022	3439	Percent Change	+4.27%

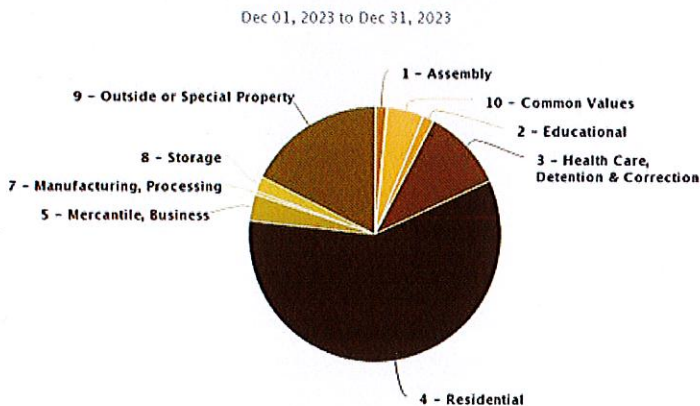
Incidents by Category and Year



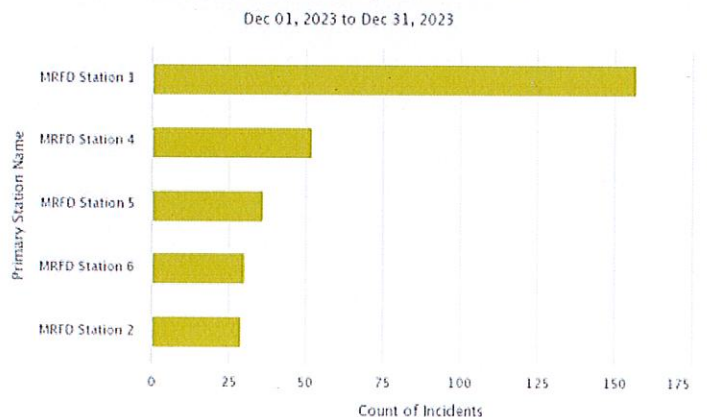
Incident Types (Top 15)



Incidents by Property Use Category



Incidents by Primary Station Name





MISSOULA RURAL FIRE DISTRICT

To: Operations Personnel

From: Administration

MRFD administration has officially transitioned into our new roles, we want to take a few moments to discuss some of the goals and expectations that have been identified from our discussions.

1. Communication:

Among the top priorities of this administration is open and honest communication. The following are goals we have established:

- **Morning Meeting Attendance:** No less than once each month, the administration team will attend morning meetings with each shift. The hope is that this will provide an avenue by which members can ask questions and/or relay any concerns.
- **Station Visits:** No less than once each month, at least one member of the administration team will visit each station. Again, the goal of these visits is to open lines of communication and enable on-duty staff to ask questions and/or express concerns. We will do our best to coordinate visits, so we don't interfere with training or other scheduled activities.
- **Face to Face Meeting with Program Managers:** Prior to January 31st, 2024, the administration plans to have a face-to-face meeting with each program manager to discuss program goals, objectives, expectations, and needs. This meeting will double as the annual program appraisal that is required as part of the Accreditation process. These meetings will ideally be scheduled while program managers are on duty, at the station at which they are working. The finer details of which chief will oversee each program is still being determined but should be resolved soon.
- **Open Door Policy (within chain of command):** If you have a question or concern, please don't feel that you need to wait until a member of the administration comes to you. Please utilize whatever means necessary to get your questions and/or concerns answered, whether that be through the officer corps, labor/management, sending an email/text, or just stopping by any of our offices. We fully recognize that for MRFD to provide the best service possible, input from each member of the organization is essential.
- **Employee Handbook:** By the end of Q2 2024, an employee handbook will be published and shared with each member of the organization. This handbook will include a comprehensive collection of policies. We are hopeful that this document will serve as a set of clear and concise expectations for all employees to follow.
- **Meetings with Battalion Chiefs:** We will be meeting with the BC's no less than quarterly going forward, this will provide an avenue for information to be regularly distributed to all members. My thought is that much information can be passed along to the BC's via email or in individual face to face meetings during the duty day as opposed to having a designated face to face meeting. If those face-to-face meetings are felt to be of value, I would think that quarterly would be sufficient.

2. **Professionalism:**

Also, extremely high on the priority list of the new administration, is the continuation of professionalism that MRFD has displayed over the years.

- **Mutual Respect:** We spend nearly 1/3 of our lives at work. This administration values a workplace in which employees look forward to coming to work and having fun doing a job we love. With such a talented group of mostly type A personalities, differing opinions and viewpoints are sure to arise. This diversity is what makes our organization strong. We value each member's opinions and expect that MRFD remain free from discrimination, bullying, harassment, or intimidation of any kind. If you observe this behavior, you are expected to report it to your direct supervisor as soon as practical. If you don't feel comfortable approaching your direct supervisor about the issue, bring it to the administration and/or the HR director. We realize there have been times in the past in which issues could have been handled better. Moving forward, it is our goal to create a workplace in which all members feel valued and respected.

3. **Accreditation:**

We will continue in the pursuit of international accreditation through the Commission on Fire Accreditation International (CFAI). Our goal is to have all documents submitted prior to September 30th, 2024. If all goes according to plan, we can expect a site visit sometime in the Fall of 2024 and would appear before the Commission at the Excellence Conference in the early Spring of 2025.

4. **Turnout Time:**

For Q1 2024, the goal we have established for turnout time is **2:08**, 90% of the time, for emergent responses (Basic Response Mode to Scene in ImageTrend). For now, we haven't made a distinction between fire and non-fire responses. This goal represents a 25% improvement from our turnout performance from December 1st, 2022 through November 30th, 2023. We're very confident in our agency's ability to perform to this standard. Please continue to move safely and hastily to the apparatus when the red light in your station illuminates. Make corrections to times in ImageTrend if they are inaccurate. Stage your gear in such a way that facilitates quick donning or stowing, so as not to delay getting out the door. Do not compromise safety for the sake of expediency.

5. **MRFD BC's and Acting BC's (Callbacks)**

- When an engine(s) is assisting mutual-aid agencies with larger incidents that will presumably be tied up for an extended amount of time (60 minutes or more), our expectation is that the BC/ABC put out a call back to fill that/those station(s).
 - Mutual-/automatic-aid structure fires
 - Rescue type calls that are anticipated leave the station unstaffed for 60 minutes or more.
- **City Fire:** Structure fires within MFD's area are usually short duration as they are quick to backfill and kick our engine(s) loose. If this is a bigger incident, BC/ABC will use best judgement with available information to make the call to backfill if needed.

- When MRFD has an incident that will presumably require engines to be committed for an extended time, we will place a call back to staff unmanned stations.
- It is understood that none of us have a crystal ball, and, at times, it is difficult to know how long an incident will take to mitigate. The ask is that BCs/ABCs use their best judgement based on information available at the time and maintain a low threshold for initiating a call back or an incident that is anticipated to take more than an hour to mitigate.

6. Collaboration with Other Agencies

We recognize that, to provide the best possible service to our community, MRFD must collaborate with other agencies in the surrounding area to a greater extent than we have in the past.

- Automatic Vehicle Location (AVL) Dispatch: We will continue to work with the Missoula County 911 center and other fire/EMS agencies to adopt AVL dispatching. The goal to accomplish this is Q4 2024, however there are several parts of the process that are outside MRFD's direct control.
- Training with Automatic-/Mutual-Aid Agencies: Our goal is for the MRFD and MFD training officer(s) to meet and build complimentary training calendars to better facilitate joint training and to avoid last minute training opportunities that disrupt previously scheduled events. Our goal is for this to occur in Q1 2024.

7. Labor/Management:

It is recognized that there are relationships that can and need to be improved between labor and management. The new administration greatly values a positive working relationship with IAFF L2457. Labor/Management meetings will continue to occur monthly. By Q1 2024, our goal is to establish measurable goals and objectives for the upcoming calendar year that will demonstrate how each party can improve upon this relationship and work together to provide the best service possible to the customers we serve.

8. Station Rotation Assignments

New station assignments will occur in Q1 2024. We will be working to maintain ALS coverage and account for those that have not been assigned a specific station as of this point in their career. Given the significant imbalance in the number of calls each station responds to, it is our belief that station rotations are essential for our members to maintain proficiency and balance the workload to prevent anyone from "burning out" or "rusting out". Stay tuned for more to come.

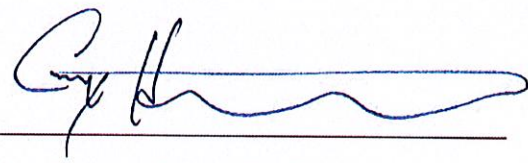
This is by no means a comprehensive list of all goals of the new Fire Chief, Assistant Chief, and Deputy Chief. Hopefully it can be a starting point from which to work. We are all extremely excited about our new roles within the organization and look forward to working with each member of the District to constantly improve the services we provide to the community. We look forward to the year(s) ahead.

Expectations

- Accountability to each other, the public we serve and the Fire District
- Service and Support to each other, the public we serve and the Fire District

- Pride in the organization, duties, personnel, and apparatus
- Integrity and ethical behaviors
- Look professional, act professional.
- Be ready! With training, focus and desire
- Lead by example. Promote positive attitude with actions, words and character.
- Identify deficiencies and report them.
- Provide for success of people above and below you
- Treat everyone as family-including everyone we serve.
- Assist in problem solving, decision making and planning.

 1/2/24 
Paul Finlay, Fire Chief Kirk Paulsen, Assistant Chief


Cory Horsens, Deputy Chief

FIRE CHIEF
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of December 2023, by and between Missoula Rural Fire District (“the District” or “the Board”), a political subdivision of the State of Montana acting by and through its Board of Trustees and Paul Finlay (“Employee”), an individual.

RECITALS

WHEREAS, the District desires to employ the services of Employee as Fire Chief of Missoula Rural Fire District, as authorized by the express and implied powers provided in § 7-33-2104, and § 7-33-2105, Montana Code Annotated (“MCA”) and

WHEREAS, it also is the desire of the District, to provide certain benefits, establish certain conditions of employment, and set working conditions of Employee; and

WHEREAS, it is the desire of the District to do as follows: (1) secure and retain the services of Employee and provide inducement for him to remain in such employment, (2) make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) provide a just means for terminating Employee’s services at such time as he may be unable to satisfactorily discharge his duties or when the District may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Fire Chief of the Missoula Rural Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Term of Employment. The term of this Agreement shall commence on December 10, 2023 (*FY24 PP13 beginning date*) and extend through June 21, 2025 (*FY25 PP26 end date*), unless sooner terminated as provided for in this Agreement. The parties expressly acknowledge and agree that (a) this Agreement constitutes a written contract of employment for a specific term within the meaning of § 39-2-912, MCA; (b) no promises or representations have been made concerning the renewal or extension of this Agreement; and (c) neither party has any right to continued employment beyond the term stated herein unless both parties mutually agree. In the event either party fails to give the other party written notice of the party’s intent not to extend the employment relationship under this Agreement at least 180 days prior to the termination date, this Agreement shall be extended on the same terms and conditions as herein provided for an additional two-year term. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to request from the Board a reassignment and/or transfer to a non-management District position.

Section 2. Duties and Responsibilities.

A. The District hereby agrees to employ Employee as the District’s Fire Chief and

Employee agrees to faithfully, diligently and to the best of Employee's abilities, perform all duties as the District's Fire Chief in conformance with §7-33-2001, MCA, District policy, the Fire Chief position description, and as may be reasonably assigned to Employee. At all times during the term of this Agreement, Employee shall be under the direction and report to the District's Board of Trustees.

B. Employee shall be responsible for communicating with the Board on a regular and continuing basis so that the Board is advised on a timely basis of matters which may require policy guidance from the Board. Communications shall include, but not be limited to, attendance at all Board meetings (unless otherwise directed) and submission to the Board of verbal or written reports on the status of the District.

C. The Employee shall comply with all District policies, rules, and regulations (and all existing and future amendments thereto) governing the performance and conduct of District employees which do not conflict with the express terms of this Employment Agreement.

D. Employee agrees to cooperate fully with the District while employed and thereafter relating to any matter, litigation, claim or suit which the District reasonably deems his cooperation necessary.

Section 4. Hours of Work and Compensatory Time.

A. The District recognizes that Employee's normal office hours are forty (40) hours per week. As a salaried employee, Employee must devote a great deal of time outside normal office hours to the District's purposes and to that end, Employee's schedule of work each day and week may vary in accordance with the work required to be performed.

B. On those occasions when Employee performs more than forty (40) hours of work in a week, Employee may be permitted to accrue compensatory time at a rate of time and one-half except when Employee is called to serve in emergencies or in response to fire or rescue missions, in which case such time will accrue at a rate of straight time compensatory time (1 hour worked = 1 hour comp), and will not count as "time worked" for the purpose of accruing additional compensatory time at a rate of time and one-half. Employee may not accumulate, at any time, more than four hundred (400) hours of compensatory time.

C. Employee may request a compensatory time payout of up to 120 hours of earned time annually. The Employee must make the request in writing prior to November 1st. The payout hours will be based on earned hours at the time of the payout. The payout will be paid to the Employee during the first payroll in December.

Section 5. Compensation and Benefits.

A. The District agrees to compensate employee for services rendered under this Agreement as described below. Such salary shall be paid in installments on the District's normal paydays and in accordance with the District's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions.

B. Employee's base wage will be a minimum of 7.5% higher than the Assistant Chief's

base wage. Effective for an eighteen and one-half (18.5) month contract, December 10, 2023, (FY24 PP13 beginning date) through June 21, 2025 (FY25 PP26 end date). The annual base wage increase will be as follows:

- (1) FY24 - December 10, 2023 through June 22, 2024 \$159,860.25 (Annually)
- (2) FY25 - June 23, 2024 through June 21, 2025 \$164,656.06 (Annually)

C. In addition to the base wage, the District agrees to provide the Employee the following:

- (1) Annual clothing allowance in the amount of \$650.00;
- (2) Annual longevity pay calculated at the rate of \$132.00 per year of service.

D. The position of Fire Chief is exempt from overtime under the Fair Labor Standards Act. Employee shall not receive overtime payment or any additional compensation for hours worked in excess of forty (40) hours per week from the District except on any incident or project when the District direct bills and receives compensation for Employee's time from outside agencies, Employee will be allowed to collect overtime compensation at the rate of one and one-half times his regular pay.

Section 6. Vacation, Sick, Holiday and Military Leave.

A. Employee shall accrue and have credited to his personal account vacation and sick leave credits at the same rate as other employees of the District.

B. Employee shall be entitled to military reserve leave time pursuant to state and federal law and District policy.

C. Pursuant to state statute, Employee shall be entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave.

D. If Employee, completes twenty years (20) of service with the District, Employee shall receive an additional fifty percent (50%) of the pay attributed to sick leave if Employee has complied with the notice provision in Section 18(B) and the amount has been included in the District's annual budget.

E. If Employee leaves the service of the District because of a disability he shall receive 100% (one hundred percent) of the pay attributed to sick leave.

F. The pay provided in the Section shall be computed on the basis of the Employee's salary at the time he terminates his employment, retires from the District, or leaves with a disability.

G. If Employee received a lump sum payment under this Section and is reemployed by the District, he shall not be credited with any leave for which he has been previously compensated.

H. Pursuant to § 1-1-216, MCA, and as may be amended from time to time, the District recognizes the below Employee holidays. If any of the holidays fall on a Sunday, the Monday following is a holiday. If any of the holidays fall on a Saturday, the Friday preceding is a holiday.

- (a) New Year's Day, January 1;
- (b) Martin Luther King Jr. Day, the third Monday in January;
- (c) Lincoln's and Washington's Birthdays, the third Monday in February;
- (d) Memorial Day, the last Monday in May;
- (e) Independence Day, July 4;
- (f) Labor Day, the first Monday in September;
- (g) Columbus Day, the second Monday in October;
- (h) Veterans' Day, November 11;
- (i) Thanksgiving Day, the fourth Thursday in November;
- (j) Christmas Day, December 25;
- (k) State general election day.

I. Employee may schedule time off at his convenience. Employee shall advise the Assistant Chief or Deputy Chief of his scheduled time off.

Section 7. Disability and Health Insurance. The District agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance, disability insurance, and optical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other District employees, or in the event no such plans exist, to provide the foregoing described insurance for Employee.

Section 8. Medical Examinations. Annually, the Fire Chief shall undergo a medical examination to determine his continuing fitness for duty with the District to pay for all costs and expenses associated with such examination.

Section 9. Retirement Benefit. The District agrees to execute all necessary agreements provided by the Firefighter's Unified Retirement System ("FURS"). In addition to the salary the District pays Employee, the District agrees to pay an amount equal to 14.36 percent of Employee's gross salary into FURS on Employee's behalf. Employee's retirement will also be funded in an amount equal to 7.65 percent of Employee's total wage to be paid by the District into a qualified tax-deferred retirement program.

Section 10. No Reduction in Benefits. The District shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, except at the same percentage as it implements in an across-the-board reduction of the same for all District employees.

Section 11. Professional Development. The District agrees to budget and pay for Employee's registration, tuition, travel, lodging and meal expenses for professional and official travel, meetings, and occasions adequate for Employee's professional development, as well as to allow Employee to adequately pursue necessary, official, and other functions on behalf of the District. Such functions may include but are not limited to: the Annual Conference of the International Association of Fire Chiefs, the Western Fire Chiefs Conference, and such other national, regional, state, and local governmental groups and committees thereof on which Employee serves as a member. The District

also agrees to budget and pay for Employee's registration, tuition, travel, lodging and meal expenses for short courses, institutes, and seminars that are necessary for his professional development and for the benefit of the District.

Section 12. Dues and Subscriptions. The District agrees to budget and pay Employee's professional dues and subscriptions necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are necessary and desirable for his continued professional participation, growth, and advancement, and as are for the good of the District.

Section 13. District Vehicle. Due to the nature of Employee's duties and responsibilities, Employee is required to have a District vehicle at his disposal. The District shall provide Employee with a motor vehicle for official business, except that Employee may use the vehicle for personal use incidental to official use. Use of this nature is considered within the scope of authority given Employee as non-substantive deviations from duty. Recognizing that abuses could easily occur; the parties believe that the benefits of this provision for the District far out-weigh the potential detriment. Such vehicle shall remain the property of District and shall be returned to District upon the termination of Employee's employment with the District.

Section 14. Computer and Cell Phone. Employee shall be provided with a computer and cell phone during the term of this Agreement. The use of such electronic devices shall be subject to applicable law and District policy. Upon Employee's termination or the expiration of this Agreement, Employee shall return the computer and cell phone to the District.

Section 15. Return of District Property. Employee agrees that all originals and copies of records, reports, documents, lists, plans, drawing, memorandum, notes, and other documentation, including information in electronic form, related to the District are public records and shall be the sole and exclusive property of the District. Employee shall return such District property to the District upon the termination of Employee's employment. Employee also agrees to return upon termination of employment any other District property in Employee's possession, including without limitation pass keys, District credit cards, mobile phones, personal devices, computers, vehicle or other District equipment or property.

Section 16. Performance Evaluation. The Board shall annually review and evaluate Employee's performance. The review and evaluation shall be in accordance with District policies and standard operating guidelines. The Board Chair shall provide Employee with a summary written statement of the Performance Evaluation and provide an adequate opportunity for Employee to discuss his evaluation with the Board.

Section 17. Suspension. The District may suspend Employee with or without full pay and benefits at any time during the term of this Agreement, but only under the following circumstances:

- (1) A quorum of the Board and Employee agree, or
- (2) After a public hearing, a quorum of the Board votes to suspend Employee for "good cause." In this case, the Board must give Employee written notice setting forth any charges against Employee at least ten (10) calendar days prior to the public hearing and allow the Employee to respond to such charges in person or in writing prior to the Board making a final decision on the suspension.

Section 18. Termination of Employment. Notwithstanding anything in this Agreement to the

contrary, this Agreement may be terminated as follows:

A. Termination by Mutual Written Agreement. The Employee and District may mutually agree in writing to the termination of this Agreement before the expiration of the term stated in Section 1.

B. Termination by Employee. Employee may voluntarily terminate employment at any time and agrees to give the District a minimum of one hundred and eighty (180) days advance notice of the effective date of Employee's resignation unless otherwise agreed to in writing.

C. Termination by Expiration. Upon expiration of the term of this Agreement, as set forth in Section 1.

D. Termination by District for "Good Cause". Employee may be terminated by the District upon a showing of "good cause." The process and procedure to terminate Employee for "good cause" shall be defined by District policy. As used herein, "good cause" may include, but is not limited to:

- (a) Employee's material breach of this Agreement;
- (b) Employee's violation of Board policy or reckless or willful misconduct in the performance of job duties and responsibilities;
- (c) Employee's conviction of, or plea of "no contest" to, any felony or any material misdemeanor evidencing dishonesty, violent behavior, or behavior that creates a safety risk to others;
- (d) Employee's fraud, embezzlement, dishonesty or unlawful misappropriation of District funds or property;
- (e) Upon Employee's death or permanent disability. For purposes of this Agreement, the term "permanent disability" shall mean any disability for which reasonable accommodation cannot be provided that causes Employee to be unable to perform the essential functions of his position for a consecutive period of more than twelve weeks; or
- (f) Employee's violation of duties and responsibilities outlined in this Agreement, the position description or District policies, rules or guidelines.

E. Severance. Except as provided in D above, if the District terminates Employee before expiration of the term of this Agreement, the District agrees to pay Employee six months' salary and benefits, plus one-month additional salary and benefits for each five years of paid service Employee has served the District.

Section 18. Indemnification. The District shall defend, save harmless, and indemnify Employee against any tort, including libel and slander, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the course and scope of performance of Employee's duties as Fire Chief.

Section 19. Notices. Notices given pursuant to this Agreement shall be given by depositing the written notice in the custody of the United States Postal Service, Certified mail, first class postage prepaid, return receipt requested, and addressed as follows:

- (a) District: Missoula Rural Fire District
Attn: Board Chair
2521 South Avenue West
Missoula, Montana 59804

- (b) Employee: Paul Finlay
P.O. Box 345
Florence, Montana 59833

Alternatively, notices required pursuant to this Agreement may be personally served upon the party by a commercial delivery service. Notice is deemed given as of the date of personal service of the written notice or as of the date of depositing such written notice with the United States Postal Service as hereinbefore described.

Section 20. Other Terms and Conditions of Employment

A. The District, in consultation with the Fire Chief, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to Employee's performance, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, District policies, rules, regulations, or standard operating guidelines, or any law.

B. All provisions of District polices, regulations, and rules relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions, as those provisions now exist or hereafter may be amended, also shall apply to Employee as they would to other District employees.

Section 21. General Provisions.

A. This Agreement is for personal services and shall be used solely for the purpose of contract between the named parties, shall not be assigned and shall not constitute future precedent for the named Employee or others employed by the District.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, with venue in Madison County.

C. This Agreement constitutes a full and final expression by the parties and supersedes all prior oral or written negotiations and agreements.

D. This Agreement may be amended or modified at any time by mutual written agreement of the District and the Employee. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This Agreement shall be binding and inure to the benefit of Employee, his heirs, assigns, executors, personal representatives.

F. No failure to exercise and no delay in exercising any right, remedy or power set forth in this Agreement shall operate as a waiver to the exercise of that right, remedy, or power in the future.

G. This Agreement and any ambiguities or uncertainties herein, or the documents referenced herein, shall be equally and fairly interpreted, and construed without reference to the identity of the party preparing this document or the documents referred to herein, on the express understanding and agreement that the parties participated equally in the negotiation and preparation of this Agreement and the documents referred to herein, or have had equal opportunity to do so.

H. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 22. Execution. The District and Employee may execute separate copies of this Agreement, but those separate copies will constitute one agreement and each signed copy will be fully effective as if it were a single original document.

IN WITNESS hereof, Missoula Rural Fire District has caused this Agreement to be signed and executed on its behalf by its Board, and the Employee has signed and executed this Agreement, on the day and year first written above.

Employer:
Missoula Rural Fire District
Board of Trustees

Employee:
Paul Finlay
Fire Chief



AN AGREEMENT

BETWEEN

MISSOULA RURAL FIRE DISTRICT

AND

LOCAL 2457
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

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EFFECTIVE DATES

June ~~25~~¹², 2023~~2~~ through June ~~##~~²⁴, 2025~~3~~

Approved by MRFD Board of Trustees: _____
Approved by Local 2457 Membership: _____

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PREAMBLE

This agreement is entered into by and between the Missoula Rural Fire District, the employer, hereinafter referred to as the District, and Local 2457, International Association of Firefighters, hereinafter referred to as the Union.

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**ARTICLE 1
PURPOSE AND SCOPE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards for wages, fringe benefits, grievances, hours and other conditions of employment.

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**ARTICLE 2
DISCRIMINATION**

The District and the Union agree not to discriminate against or harass any employee for his activity, non-activity, or membership in the Union.

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The District and the Union agree that there shall be no discrimination or harassment against any employee or applicant for employment because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, sex or political beliefs, when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.

MRFD Sexual Harassment/Discrimination Policy for the process that, both employees and supervisors are required to follow when harassment and discrimination is believed to have occurred. This policy details what a person should do if he or she believes he or she has been subjected to harassment or discrimination, or if he or she has witnessed another person being subjected thereto. This policy details what the supervisor responsibilities are when they receive a report of harassment or discrimination. All employees have the obligation to report employee harassment or discrimination, but they also must report outside vendors engaging in harassing or discriminating conduct against District employees. This policy should be the procedural guide for employees if his or her supervisor is the one who is engaging in the harassment or discrimination.

**ARTICLE 3
RECOGNITION**

The District recognizes the Union as the exclusive bargaining agent for ~~the all following employees~~ employees of the District: Battalion Chief, Captain, Lieutenant, Engineer, Firefighter I, Firefighter II, Resource Manager, Assistant Resource Manager, Deputy Fire Marshal, Training Officer, Resident/Volunteer Coordinator, and Accreditation Manager. ~~except for the Fire Chief, Assistant Chief, Fire Marshal, Finance/Human Resource Director, Accounting Assistant, Administrative Assistant, Information Technology Technician, Resident/Volunteer Firefighters, Volunteers and seasonal employees.~~

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**ARTICLE 4
MEMBERSHIP**

Employees of the Missoula Rural Fire District, ~~except those included~~ excluded in Article 3, may, at their discretion, become members of the Union. Application for membership in the Union shall be in accordance with state and federal laws.

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**ARTICLE 5
WITHOLDING OF UNION DUES**

The District agrees to deduct twice each month, dues in an amount certified to be correct by the Treasurer of the Union, from the pay of those employees who individually authorize, in writing that such deductions are made. The District shall remit the total deduction each month to the Treasurer of the Union. This authorization shall be enforced and in effect from 7/1 through 6/30, annually.

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**ARTICLE 6
UNION AFFAIRS**

Employees elected to Union office, or a member designated by the Union President, will be allowed time, including but not limited to trading shifts, to perform their Union functions and the duties of their office, including but not limited to, attendance at Union conventions, conferences, seminars, legislative assembly hearings, and board meetings. Members on Union trades for forty-hour employees will be allowed to work the exchange on the floor if not trained in the position they are covering. The members of the negotiating team will be allowed to trade shifts to attend all meetings, which are mutually scheduled, by the District and the Union. Employees involved in grievance proceedings will be allowed to trade shifts in order to attend any meetings involving the settlement of grievances.

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**ARTICLE 7
MEETINGS**

In order to ensure unrestricted operations of the District, the District and the Union agree:

1. The Union may use a District facility mutually agreed on as a meeting place.
2. Qualified standby replacements may be used while employees are attending meetings, educational training courses and Union or District related functions.
3. A regular meeting day and time will be set. If any special meetings are required, twenty-four (24) hours advance notice will be given.
4. Existing bulletin boards may be used for the posting of official Union information.

**ARTICLE 8
MANAGEMENT RIGHTS**

All management rights not specifically limited by this Agreement shall continue to rest exclusively with the District, including, but not limited to, the right to direct and schedule employees, hire, promote, transfer, assign, discipline and discharge employees, relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, maintain the efficiency of the District's operations, determine the methods, means, job classifications and personnel by which the District's operations are to be conducted, take whatever actions may be necessary to carry out the missions of the District in situations of emergency, establish the methods and processes by which work is performed.

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**ARTICLE 9
POLICIES AND SOGS**

The Union agrees that its members shall comply in full with the Fire District's policies and SOGs.

The District agrees action taken based on policies and SOGs shall be subject to the grievance procedure.

The District encourages input from all its employees in order to improve its operations; therefore, members of the union (through their executive board) may make suggestions including changes in proposed policies. Final approval of policies will be at the discretion of the Board of Trustees. All changes to District SOGs will be brought to the monthly Officer's meeting for discussion and final approval by the Fire District Chief. All changes will be reviewed in at least two separate Officer's meetings.

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**ARTICLE 10
GRIEVANCE PROCEDURE**

Grievances are hereby defined as questions or disputes involving the application or interpretation of the terms of this Agreement. Every effort shall be made to resolve grievances at the lowest possible level.

Both parties may mutually agree to extend the time limits at any point during the grievance process.

Grievances shall be submitted in writing within thirty (30) calendar days of their discovery.

Grievances shall be resolved within the following procedure:

1. The employee and/or the Union shall submit the grievance in writing to the lowest level supervisor who can effectively resolve the issue. The grievance will include the following information:
 - a. Name of the Grievant(s)
 - b. Date(s) and/or Time(s)
 - c. Occurrence(s)
 - d. Nature of the Grievance
 - e. Terms of the Agreement that are applicable to the Grievant
 - f. Adjustment sought
 - g. Name of Union Representative(s)
 - h. Name of Grievance Chairperson

The Grievance Committee or its designee shall notify the supervisor within three (3) calendar days of receiving the potential grievance. The supervisor will then have seven (7) calendar days to submit documentation of their account to the Grievance Chairperson. The Grievance Chairperson will be responsible for dissemination of the documentation to the Grievance Committee members. If the Grievance Committee deems it to be a valid grievance, and a grievance is submitted, then the supervisor, the employee/grievant, and/or the Grievance Committee/or designee of the Union shall meet in an attempt to solve the grievance within seven (7) calendar days. Within seven (7) calendar days of the aforementioned meeting, the supervisor shall submit his decision in writing to the grievant and the Grievance Chairperson. The Grievance Committee, or its designee, shall notify the Fire Chief in writing of the grievance and the supervisor's decision.

2. If the grievance is not resolved in Step 1, it shall be submitted in writing within ten (10) calendar days to the Fire Chief. The Fire Chief shall submit his decision in writing, within twenty (20) calendar days of the receipt of the grievance.
3. If the grievance is not resolved in Step 2, it shall be submitted in writing within ten (10) calendar days of the completion of Step 2 to the Board of Trustees. The Board of Trustees shall submit their decision in writing within forty-five (45) calendar days.
4. Either party may give notice to the other of their intent to submit the grievance to binding arbitration within thirty (30) calendar days if the grievance is not resolved in Step 3.

For grievance arbitration a single arbitrator will be used. The American Arbitration Association will be asked to provide a list of seven (7) qualified arbitrators. The selection of the arbitrator shall be completed within seven (7) calendar days of the receipt of the list of names from the American Arbitration Association. Each party to the dispute shall alternately strike names until one name remains. The party to strike first will be decided by coin toss. The remaining person shall be designated the Arbitrator. The arbitration proceedings shall commence on a date set by the arbitrator. The decision of the arbitrator shall be final and binding on both parties to the Agreement.

The costs and services of the Arbitrator shall be borne equally by both parties.

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Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

**ARTICLE 11
CHANGES IN THE AGREEMENT**

All appendices or amendments to this Agreement shall be numbered, dated and signed by both parties and shall be subject to all the provisions of this Agreement.

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**ARTICLE 12
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.

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**ARTICLE 13
NO STRIKE - NO LOCKOUT**

The Union recognizes the essential nature of the service provided by its members in protecting the public safety. In light of that fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes during the term of the Agreement. In the event of unauthorized interruptions, the Union agrees to join the District in requiring its members to return to work immediately. The District agrees that there will be no lockout of employees during the term of this Agreement.

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**ARTICLE 14
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES,
REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER,
TRANSFER, ANNEXATION AND LOCATION**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

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**ARTICLE 15
WAGE CALCULATION**

1. The base annual wage schedule is set forth and attached to this Agreement as Appendix A, which shall form a part of and be subject to all of the provisions of this Agreement.
2. Annual salary shall be computed by taking the base annual wage, adding longevity pay, emergency medical certification incentive pay, Training Officer incentive pay, Resource Manager incentive pay, Deputy Fire Marshal incentive pay and Hazardous Materials Technician incentive pay, if applicable.
 - a. For twenty-four (24) hour employees, Missoula Rural Fire uses a twenty-seven (27) day work period: regular hourly wage = annual salary divided by two thousand five hundred ninety-seven and twenty-eight hundredths (2597.28).
 - b. For forty (40) hour employees: regular hourly wage = annual salary divided by two thousand eighty (2080).
 - c. Annual salary will be divided by twenty-six (26) and be paid to each employee on a bi-weekly basis.

**ARTICLE 16
LONGEVITY**

Longevity pay shall be calculated at the rate of 2.731% of a Firefighter II monthly salary, for the current contract, multiplied by years of service. (i.e., [current monthly FFII wage] x 0.02731 x years of service = Longevity pay)

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**ARTICLE 17
OVERTIME**

Overtime is defined as any time worked in excess of the employee's regularly scheduled tour of duty. In the event that a need for overtime should occur in the Fire District because of vacation, sickness, training, accident or other unforeseen emergency incident:

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1. Employees scheduled to work forty (40) hours per week who work in excess of forty (40) hours per week, shall be compensated either monetarily or with compensatory time in lieu of monetary overtime, at the rate of one and one-half (1½) times their hourly rate/time, as mutually agreed upon. No employee may accrue more than one hundred (100) hours of compensatory time.
 - a. Employees scheduled to work 40 hours per week may choose between overtime and compensatory time. Both methods of compensation shall be agreed upon by the employee's supervisor.
 - b. Local 2457 agree that employees scheduled to work 40 hours per week may accept compensatory time in lieu of monetary overtime.
2. Employees scheduled to work twenty-four (24) hour shifts that work in excess of their regularly scheduled shift shall be compensated at the rate of one and one half (1½) times their hourly rate. The following exemption applies:
 - a. Overtime that is subject to the "Out-of-Town" training calculation where unworked regular hours offset overtime hours accumulation.
3. When an emergency occurs at or near the end of an employee's shift, the employee will respond to the emergency. The employee shall be compensated at the rate of one and one-half (1½) times his hourly rate for time spent beyond their regularly scheduled shift.
 - a. An employee shall receive a minimum payment of two (2) hours, at time and a half (1½) his normal hourly pay rate (overtime), when the employee is called into duty on his day off or outside of his/her regularly scheduled shift. Overtime compensation starts at the time the employee arrives at his assigned station or checks in with the Incident Commander or Duty Officer. An employee who is called into duty will not receive less than two (2) hours of compensation at time and one half (1½) his normal hourly pay rate. If the call-back exceeds two hours, the employee will be compensated for every hour worked. (Examples: A firefighter is called back for four (4) hours, the employee will then receive four (4) hours pay at time and a half (1½) his normal hourly pay rate. If a call-back is one (1) hour in length, the employee will receive (2) hours pay at time and a half (1½) his normal hourly pay rate.)
4. In the event that a need for overtime occurs in the District overtime shall accrue to members of the bargaining unit.
5. In the event that overtime shifts are not filled on a voluntary basis by members of the Union, after going through the overtime list twice, the District shall maintain the right to require the employees who have filled the fewest number of overtime hours to fill the vacancy.

**ARTICLE 18
TOURS OF DUTY**

1. All employees shall be individually scheduled for a tour of duty. Tours of duty other than a or b shall be as listed below, or will be mutually agreed upon by the Union and the District.
 - a. Forty- (40) hour per week period working any combination of set days and hours as mutually agreed upon.
 - b. Twenty-four (24) hours on duty followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift, which is a twenty-seven (27) day work period.
2. Each shift shall be supervised by a Battalion Chief or acting Battalion Chief from the Union.
3. Each three-man engine company shall be supervised by a Captain or acting Captain from the Union.
4. Each two-man engine company shall be supervised by at least a Lieutenant or acting Lieutenant from the Union.
 - a. Floaters on each shift will be at the rank of Lieutenant.
5. Officers designated as Station Officers shall be the rank of Captain or acting Captain from the Union.

Duty Day

The duty day for a twenty-four (24) hour employee shall consist of the following:

1. A duty day shall consist of twenty-four (24) consecutive hours beginning at 0700.
2. A one- (1) hour alarm time starting at 0700 hours.
3. An eight- (8) hour working day starting at 0800 hours and ending at 1700 hours, but not including a one- (1) hour lunch period and two (2) fifteen- (15) minute breaks.
4. A fourteen- (14) hour alarm time during which firefighters shall be available to assist in scheduled training, assist in make-up training, and attend any training available.
5. A twenty-four (24) hour shift shall be followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift.

All Firefighters must be on call and available for all firefighting and emergency purposes during alarm time.

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Only scheduled classes, drills, and essential work can be included on Sundays and Holidays. Interrupted lunch periods shall be made up at the earliest opportunity.

**ARTICLE 19
WORKING OUT OF CLASSIFICATION**

Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a Battalion Chief, Captain, or Lieutenant shall be paid at the rate for that position or rank while so acting. In no case shall an employee be paid less than their current pay rate.

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**ARTICLE 20
HOLIDAYS**

The following legal holidays are those which will be recognized and observed:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	State General Election Day
Memorial Day	Columbus Day

Veterans Day
Thanksgiving Day

Christmas Day

If the holiday should fall on a Saturday, the preceding Friday shall be considered the holiday for all employees who work an eight- (8) hour day. If the holiday falls on a Sunday, the following Monday shall be considered the holiday for all employees who work an eight- (8) hour day. All forty- (40) hour employees not assigned to operations shall have the holiday off with pay. All twenty-four (24) hour employees and forty- (40) hour employees assigned to operations shall receive eight- (8) hour pay at an eight- (8) hour rate in addition to their regular pay for each holiday.

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ARTICLE 21 MILITARY LEAVE

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 (6) months, shall be given leave of absence, with pay, at a rate of 120 hours in a calendar year, or academic year if applicable, for performing military service. Military leave may not be charged against the employee's annual vacation leave. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 in any calendar year. Employees will accrue sick and vacation leave while on military leave.

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ARTICLE 22 SICK LEAVE

1. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. Employees, who are assigned to a twenty-four (24) hour day shall earn leave credits at a rate of 4.62 hours per pay period. Employees who are assigned to a forty- (40) hour week shall earn sick leave credits at a rate of 3.69 hours per pay period.
2. An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to use their accrued sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to use the sick leave credits he has earned. Employees may use sick time donated to them during their first 90 days (or probationary period) or any time thereafter.
3. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave.

An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.
4. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave may be cause for discipline, dismissal and forfeiture of the lump sum payment provided for in subsection 3.
5. Sick leave will be allowed for absence from work due to illness or injury of the employee or members of his immediate family. Medical documentation may be required for all illnesses in excess of six (6) calendar days.

6. Any duty-related sickness, disability or injury covered by Workman's Compensation benefits shall not be charged against the employee's accumulated sick leave credits.
7. Sick leave will be granted for the purpose of visiting physicians and dentists for treatment of illness or injury and for preventive care. Such appointments will be made so as not to interfere with the District's work and notification will be made to the District forty-eight (48) hours in advance.
8. Sick leave will be granted for up to six (6) calendar days for an employee to attend or make arrangements for the funeral of an immediate family member.

**ARTICLE 23
VACATION LEAVE**

1. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment.
2. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.
3. Employees are not entitled to any vacation with pay until they have completed six (6) months of continuous employment. Upon completion of the qualifying period, the employee is entitled to all of the vacation leave credits that he has accumulated.
4. Vacation leave credits for employees on a twenty-four (24) hour tour of duty day shall be 6.46 hours per pay period (7 days) for the first ten (10) years of service. After ten (10) years, vacation leave credits shall be 8.31 hours per pay period (9 days), and after fifteen (15) years, they shall increase to 9.23 hours per pay period (10 days). After twenty (20) years, they shall increase to 12 hours per pay period (13 days).
5. Employees who work forty (40) hours per week shall earn vacation leave credits at the rate of 4.62 hours per pay period (15 days) for the first ten (10) years of service. After ten (10) years of service, they shall earn 5.54 hours per pay period (18 days). After fifteen (15) years, they shall earn 6.46 hours per pay period (21 days). After twenty (20) years, they shall earn 7.38 hours per pay period (24 days).
6. Annual vacation leave credits may be accumulated to a total not to exceed two (2) times the number of days earned annually, as of the last day of the calendar year.
7. The District shall keep and maintain an accurate and current total of the vacation leave credits due an employee.
8. Upon the termination of employment, an employee is entitled to and shall receive a lump sum payment for all unused, accumulated vacation leave credits he has earned. This payment shall be computed at the employee's rate of pay at termination.
9. Regular vacation must be scheduled at least fifteen (15) days in advance. A multiplier of 0.5 times (x) the number of Operational Employees will be used to determine the number of available vacation slots per pay period (ex., $48 \times 0.50=24$; $50 \times 0.50=25$). While calculating vacation slots, fractions will be rounded to the nearest whole number (ex., $49 \times 0.50=24.5$ rounds to 25). A maximum of two (2) Operational Employees per shift will be approved for those first requesting dates. Operational employees assigned to a 40-hour work week do not count towards vacation slots. Seniority will not entitle any employee to vacation dates granted another employee. Employees whose primary assignment is non-operational and that are assigned to a 40-hour work week may request and receive regular vacation without a fifteen- (15) day notice.
10. The Fire Chief, or his designee, may waive the fifteen (15) day notice of regular vacation use for unforeseen circumstances on a case-by-case basis.
11. With the approval of the on-duty Battalion Chief or Acting Battalion Chief, an Operational Employee on the 24-hour schedule may use earned vacation time within the fifteen (15) day advance window if the following conditions exist:

- a. There is a vacation slot available
- b. Overtime is not created as a result of the vacation usage
- c. Advanced Life Support (ALS) coverage is maintained at all MRFD stations
- d. Staffing remains a minimum of twelve (12) employees from suppression, 24 hours a day. Each day consisting of at least one (1)-three (3) person engine company, four (4)-two (2) person engine companies and one (1) Battalion Chief with all MRFD stations staffed.

The on-duty Battalion Chief or Acting Battalion Chief will notify the Duty Chief of the approval including the employee's name and date of the vacation.

**ARTICLE 24
LIABILITY INSURANCE**

The District shall provide liability insurance for employees responsible for the operation of fire equipment. The amount of this liability insurance shall be a minimum of one million dollars (\$1,000,000.00).

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**ARTICLE 25
MEDICAL PROGRAM**

The District will pay the full premium for each employee and his dependents required by the current county medical, dental and optical plan.

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**ARTICLE 26
RETIREMENT**

The retirement program for all employees covered under this Agreement shall be any one of the programs offered by the Public Employees Retirement System of the State of Montana.

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The District currently pays 6% of the employees' base salary to a deferred compensation program. The employee may elect to use that 6% to purchase retirement years.

The District agrees to allow existing employees to have the option of joining the Firefighter Unified Retirement System (FURS). All employees hired after July 1, 2007 shall be a member of FURS.

If the employee joins the Firefighter's Unified Retirement System the 6% that was used to fund that employee's deferred compensation program, will be used to help fund that employees Firefighters Unified Retirement System program.

**ARTICLE 27
LEAVE WITHOUT PAY POLICY**

Temporary Leave Without Pay for more than thirty (30) days may be granted upon good cause shown to the Board of Trustees. If such a request is for less than thirty (30) days, it may be granted by the Fire District Chief. No benefits such as vacation, sick leave or medical premiums shall be credited or paid during times of leave. The maximum leave granted shall be one (1) year unless extended by mutual agreement of the Fire District and the Union.

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**ARTICLE 28
JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

It is the desire of the District and the Union to maintain the highest standards of safety and health in the fire district in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

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Protective devices and other equipment necessary to properly protect firefighters shall be provided by the District, at no cost to the employee, and shall conform to applicable standards.

The District shall appoint one member, the Union shall appoint three members, the Volunteer Association shall appoint three members, and the Training Division shall appoint one member to the Occupational Safety and Health Committee. This committee shall meet as needed to discuss, review, and recommend solutions to safety and health issues. Committee members who are on duty will be replaced by the District with qualified replacements for all meetings, provided such meetings shall be scheduled in advance so that replacements can be placed upon the duty roster. Minutes of each committee meeting shall be kept and distributed to all parties.

ARTICLE 29 LIGHT DUTY PROGRAM

The District shall provide a light duty program for employees covered under PERS.

Employees of the District who are members of FURS shall be eligible to participate in the light duty program for one (1) year and shall receive an extension of up to one (1) year, if a physician finds the employee will likely be able to perform the essential functions of a firefighter's job and return to work, during the second year.

A physician shall certify that the employee can perform light duty.

ARTICLE 30 PROBATION

All new employees shall serve a probationary period of twelve (12) months during which time they may be discharged without cause. All employees on probation will be evaluated by a performance appraisal at the end of six (6) months.

ARTICLE 31 PROMOTIONS

When a known opening in the ranks is announced by the Fire Chief, which requires a promotional assessment, the District will post the position at each station, accept applications for the position, and hold an assessment for the position within six (6) months unless mutually agreed upon by both the District and the Union. If the position is vacant for sixty (60) days, the position shall be filled in the interim by an eligible employee. Employees will not be considered eligible if they are in an active disciplinary process of Step Two or above. The eligible employee highest in rank seniority shall be offered the interim position. If that employee declines, the offers will continue through the other eligible employees by rank seniority until the position is filled. Any temporary vacancy created in the lower ranks by the interim filling of the original opening shall be filled in the same manner as described above. The employee filling the interim position shall be paid at the position's wage. Filling an interim position does not guarantee automatic promotion to that rank. Employees of the District shall meet the following requirements to be eligible for a promotion:

To be eligible for a promotion, employees of the District shall complete the probationary period in the position immediately preceding the position being applied for, i.e. an employee must be a Lieutenant before he can take the Captain test to be eligible for promotion. The date of eligibility will be when an opening in the ranks occurs and not when the opening is announced.

Firefighter I's (FF I) will be automatically promoted to the rank of Firefighter II (FF II) after they have completed their one (1) year probationary period and successfully completed the requirements in the FF I position description.

FF II's will be automatically promoted to the rank of Engineer after they have completed their second (2nd) anniversary and successfully completed the requirements in the FF II position description.

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Engineers will be eligible for promotion to the rank of Lieutenant, Deputy Fire Marshal (DFM), Resident/Volunteer Coordinator (RVC), Training Officer (TO), Resource Manager (RM), Assistant Resource Manager (ARM), and Accreditation Manager (AM) when an opening occurs and they have completed their third (3rd) anniversary and successfully completed the requirements in the Engineer job description. Promotion to Lieutenant, DFM, RVC, TO, RM, ARM, AM will be by an Assessment Center.

Lieutenants will be eligible for promotion to the rank of Captain when an opening occurs and they have completed one (1) year as a Lieutenant and successfully completed the requirements in the Lieutenant job description. Promotion to Captain will be by Assessment Center.

Captains will be eligible for promotion to the rank of Battalion Chief when an opening occurs and they have completed one (1) year as a Captain and successfully completed the requirements in the Captain job description. Promotion to Battalion Chief will be by Assessment Center.

Position description requirements to be eligible for promotion shall be managed by the Promotion Committee. The Promotion Committee shall be composed of two (2) members from the Union and two (2) members from the Administrative Chief Staff. The Promotion Committee will be consulted in establishing and revising, as needed, the position description requirements to promote.

One-half (½) point will be added to each eligible applicant's final score for each completed year of employment.

Employees promoted will be on probation for one (1) year. If, during that period, the District determines that the promoted employee fails to perform satisfactorily the duties of the new position, he will be returned to his original position without prejudice, and without loss of seniority.

If the employee is unable to complete their probationary year due to performance or if they voluntarily withdraw from the position, the employee with the next highest points from the original assessment will be promoted to the position unless: 1) another employee has become eligible to test for the position since the original assessment or 2) another vacancy is created by someone leaving the position that was already confirmed at the same rank. In both instances, new assessments will be held to fill all vacancies in the rank. If an employee has assessed and been promoted due to a vacancy caused by retirement and the retirement is then delayed, the promoted employee will continue to function in their promoted rank and will fill the next available position.

In the event that an emergency should occur that involves a multiple loss of personnel, or there are no employees available meeting the qualified time requirements, the District and the Union may mutually agree to waive the time requirements.

ARTICLE 32 REDUCTION IN FORCE

In the event of a reduction in the work force, the last employee hired shall be the first laid off. In the event of a recall, the last employees laid off, shall be the first recalled. Employees shall be notified by certified mail or personal contact. The employee shall notify the District of his intentions within forty-eight (48) hours of receipt of notification or he shall be passed over and the next eligible employee shall be recalled. A recalled employee may have up to fourteen (14) calendar days to return to duty. Any employee who is passed over will be dropped from the eligibility list. Employees will keep the District informed of their current address. The District may recall or hire a substitute on a temporary basis pending the return of the recalled employee. The District shall provide at least two weeks prior notice to an employee who is to be laid off. The laid off Employee will be notified of in-house training that they may attend to keep certifications current. Those attending will do so as a private citizen. The District will reimburse the laid off employees upon reinstatement for associated recertification fees upon verification of the expenditures by the Fire District Chief.

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**ARTICLE 33
SHIFT EXCHANGE**

Employees shall have the right to exchange shifts providing the change does not interfere with the efficient operation of the District. An employee shall arrange for his qualified replacement. The District shall not be responsible for any compensation in the event of default by any employee using the right of shift exchange. The shift exchange shall not create additional costs for the District. All shift exchanges must meet the following requirements:

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1. Trading is done voluntarily.
2. Trades are for the employee's personal benefit and not the employer's benefit.
3. A record is maintained by the employer of all time traded by employees.
4. The period in which time is traded and paid back does not exceed 12 months.

**ARTICLE 34
SUSPENSION AND DISCHARGE**

No new employee who has successfully completed the new employee probationary period shall be discharged or suspended without just cause. Suspensions and discharges of non-probationary employees shall be subject to the Grievance Procedure outlined in this Agreement.

**ARTICLE 35
UNIFORM ALLOWANCE**

The District will provide each employee with an annual uniform allowance of \$650.00 in pay period three (3).

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The employee will be required to maintain in serviceable condition a full complement of uniform items as specified in the uniform SOG.

New employees will receive all appropriate uniform items upon notification of hiring by the District.

**ARTICLE 36
EFFECTIVE DATE AND RENEWAL**

This Agreement shall be effective as of June 26th, 2023~~12~~ and remain in effect until June ~~##25, 20253~~. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice be given, negotiations shall begin within thirty (30) days, or on a mutually agreed upon date.

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Whenever notice is given for changes, the nature of the changes desired must be specified at the first meeting.

**ARTICLE 37
LONG-TERM DISABILITY PLAN**

The District shall purchase for each employee the Missoula County Long-Term Disability Income Plan.

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**ARTICLE 38
PHYSICAL WELLNESS**

The fire service is a very demanding work. In an effort to minimize health risks the Union and the District agree to the following conditions for physical health.

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1. The District will pay one-half (1/2) of the monthly cost of a health club Membership, if the member utilizes the club at least twelve (12) times per month.

2. Each member of the Union will Participate in physical fitness one (1) hour per day when on duty. Scheduled training, incidents, and other unforeseen events may pre-empt physical fitness training without penalty to the employees.
3. Each member of the Union shall schedule an annual physical. The District agrees to pay the difference between the actual cost of the physical and the benefit provided by the employee 's health insurance. Results of the physicals are retained by the employee and are not for determining fitness for duty.
4. A Haz-Mat physical meets the annual requirement.

**ARTICLE 39
MINIMUM STAFFING**

Each duty day shall be staffed with a minimum of twelve (12) employees from suppression, 24 hours a day. Each day consisting of at least one (1)-three (3) person engine company, four (4)-two (2) person engine companies and one (1) Battalion Chief with all MRFD stations staffed.

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**APPENDIX A
BASE WAGE SCHEDULE**

The following indicates the base annual wages for employees. These wages shall become effective with respect to the dates at each column head:

Rank/Position..... FY 24 FY25 6/12/2022-6/25/2023

Firefighter I	\$62,356.37.....	\$64,227.0558,826.76
Firefighter II	\$68,875.01.....	\$70,941.2664,976.42
Engineer	\$74,168.51.....	\$76,393.5769,970.30
Lieutenant.....	\$80,883.15.....	\$83,309.6476,304.86
Captain/ARM/TO/RVC/AM/DFM	\$88,941.45.....	\$91,609.6983,907.03
Battalion Chief/RM.....	\$105,643.42.....	\$108,812.7299,663.60

Montana-licensed ECP-Emergency Medical Technicians with the following endorsements shall receive \$1,200.00 annually to be added to base wage.

1. Airway

Montana-licensed ECP- Emergency Medical Technicians with all of the following endorsements shall receive \$2,400.00 annually to be added to base wage.

1. Airway
2. IV and IO Maintenance
3. IV and IO initiation
4. Medication

Montana-licensed ECP Advanced Emergency Medical Technicians shall receive \$3,000.00 annually to be added to base wage.

Montana-licensed Advanced Emergency Medical Technicians with I-99 endorsements shall receive \$3,600.00 annually to be added to base wage.

Montana-licensed Paramedics shall receive \$4,800.00 annually to be added to base wage.

MRFD certified Hazardous Materials Technician employees on the Regional Hazardous Materials Team shall receive \$1,800.00 annually to be added to base wage.

~~If an employee is hired into a 40-hour position, the employee shall maintain the higher rate of pay of their prior or new position. No employee may hold more than one (1) forty (40) hour position at one time. Resource Manager who has not acquired certification as a Certified Fire Apparatus Technician (CFAT) shall receive \$4,000.00 annually to be added to the base wage corresponding to the Resource Manager's then existing rank. Resource Manager who has acquired certification at Level I CFAT shall receive \$6,000.00 annually to be added to the base wage corresponding to the Resource Manager's then existing rank. If the class is available, EVT I shall be completed within 18 months of the Resource Manager's hire date. Resource Manager who acquires certification at Level II CFAT shall receive \$8,000.00 annually to be added to the base wage corresponding to the Resource Manager's then existing rank. If available, EVT II shall be completed within three years of the Resource Manager's hire date. Resource Manager, with the optional certification of Master Level CFAT, shall receive \$10,000.00 annually to be added to the base wage corresponding to the Resource Manager's then existing rank. After the successful completion of EVT I, EVT II, and the Master Level CFAT, if the Resource Manager successfully completes the optional CFAT exams FA 4, F 7, and F 8, he shall receive \$12,000.00 annually to be added to base wage.~~

At the time of contract approval, the current DFMs have the option to be grandfathered into the certifications with incentive pay structure or the base wage schedule (Appendix A) position pay structure.

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At the time that the Resource Manager has successfully acquired certification as a Certified Fire Apparatus Technician (CFAT) through the Emergency Vehicle Technician (EVT) Program at the Master Level, along with the additional CFAT/EVT exams listed above (FA-4, F-7, and F-8), the Resource Manager may request the Fire District Chief's approval to pursue Hazmat technician and/or Paramedic Certification. The Resource Manager is the only position in the District that is eligible for the Resource Manager Incentives.

Deputy Fire Marshal (DFM) will complete Fire Inspector I and Fire Plan Examiner I in their first six months in the position. At that time, DFM shall receive \$4,000.00 annually to be added to the base wage corresponding to the DFM's existing rank. DFM's will receive an incentive pay of \$2,000 annually added to the base wage, for each of the certifications listed below. Course completion may depend on availability of classes. Fire Inspector II will be completed inside the first year in the position. Fire Investigation (IAAI/NFA R0772) will be completed inside two years in the position. Fire Inspection Principles II (NFA P0391), or equivalent, will be completed inside three years in the position. Juvenile Fire Setter (NFA R0629), or equivalent, and Wildland Fire Investigation (NWCG FI-210) will be optional certifications with incentive pay consistent with the classes above.

The Training Officer (TO) shall receive \$6,000.00 annually to be added to the base wage corresponding to the TO's existing rank. All MRFD personnel shall be eligible for the TO position except those within the rank of FFI and FFII. No one will be allowed to hold both the TO and a RVC, RM, AM, or DFM position.

The Accreditation Manager (AM) shall receive \$6,000.00 annually to be added to the base wage corresponding to the AM's existing rank. All MRFD personnel shall be eligible for the AM position except those within the rank of FFI and FFII. No individual may simultaneously hold more than one of the following positions: AM, Resident/Volunteer Coordinator, Training Officer or Deputy Fire Marshall.

The Resident/Volunteer Coordinator (RVC) shall receive \$6,000.00 annually to be added to the base wage corresponding to the RVC's existing rank. All MRFD personnel shall be eligible for the RVC position except those within the rank of FFI and FFII. No one will be allowed to hold both the RVC and a Training Officer or DFM position.

**APPENDIX B
DEFINITIONS**

PERMANENT DISABILITY

A sickness or injury, occurring while employed, totally and continuously preventing the employee from working for wage or profit as a member of the Union, and is expected to last for the rest of the employee's life.

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ECP INCENTIVE PAY

ECP incentive pay will be administered as outlined in Appendix A.

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FAMILY MEMBER/IMMEDIATE FAMILY

A person related to an employee or his spouse in one of the following ways:

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Spouse	Stepmother	Daughter-in-Law
*Child	Stepsister	Uncle
Stepchild	Stepbrother	Aunt
Mother	Stepfather	Nephew
Father	Mother-in-Law	Niece
Grandparent	Father-in-Law	
Grandchild	Brother-in-Law	
Brother	Sister-in-Law	
Sister	Son-in-Law	

Or:

Any other person who lives in an employee's home as a member of his household (includes a foster child).

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GOOD CAUSE

Emergency situations, family illness, family death, or education, where sick leave or vacation time is insufficient to cover the absence of an employee. It shall be the responsibility of the employee to show good cause to the Board of Trustees or the Fire Chief. In the event that illness of the employee is considered an emergency situation, the Board of Trustees may require a medical documentation to verify an illness.

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HAZARDOUS MATERIALS TECHNICIAN

MRFD Certified Hazardous Materials Technicians are employees who participate on the Regional Team. To maintain their certification employees must attend a minimum of twenty-four (24) hours of team continuing education per year and at least nine (9) categories on the continuing education record including a current physical and one team drill.

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MASCULINE PRONOUNS

The use of masculine gender in this Agreement shall be construed as including both genders and not as sex limitations.

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RESIDENT FIREFIGHTER

A Resident Firefighter with Missoula Rural Fire District is a person who receives room in compensation for performing routine station duties or the duties of a firefighter under the direct supervision of an employee at a station. Resident firefighters shall work at least ten (10) hours per week performing station duties, but not more than twenty (20) hours per week.

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RESOURCE MANAGER

The Resource Manager (RM) may respond to incidents if it is mutually agreed upon by the Employer, the Employee and the Union.

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The Employer, the Employee and the Union shall agree that an internal candidate shall enter the Resource Manager position at the internal candidate's then current rank and may assume that rank at an incident. ~~The RM is eligible to enter the promotional processes when vacancies occur. For the RM to be promoted, they~~

must assess and be ranked within the given number of vacancies. Example: If RM currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the RM must rank in the top three (3) following the assessment. The employee ranked fourth in the assessment will fill the third vacancy in suppression.

If the Resource Manager chooses to leave the Resource Manager's job and enter the Operations Division, the Resource Manager must give two years notice, after which the Resource Manager shall return to the Operations Division at his then current rank, but only when a position at Resource Manager's then current rank is available. However, if after the two (2) year notice period, a position lower in rank than that of the Resource Manager's then current rank is available, the Resource Manager may choose to return to the Operations Division at the then available lower rank position but at the Resource Manager's current rank base wage, ~~without any Resource Manager incentives,~~ until a position in the Resource Manager's actual rank is available. When a position at the Resource Manager's actual rank becomes available, the Resource Manager shall return to the position. If a suitable candidate is found before the end of two years, the Resource Manager shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the Employer and the above conditions are met. ~~The Employee, in accord with Article 32 Promotions set forth in the current CBA, will follow the promotional process from that point forward. This option is not available to a Resource Manager who was hired externally.~~

An external candidate that fills the Resource Manager position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

ASSISTANT RESOURCE MANAGER (ARM)

The Assistant Resource Manager (ARM) may respond to incidents if it is mutually agreed upon by the Employer, the Employee and the Union.

The Employer, the Employee and the Union shall agree that an internal candidate shall enter the Assistant Resource Manager position at the internal candidate's then current rank and may assume that rank at an incident.

If the ARM chooses to leave the ARM's job and enter the Operations Division, the Resource Manager must give two years notice, after which the Resource Manager shall return to the Operations Division at his current rank, but only when a position at Resource Manager's then current rank is available. However, if after the two (2) year notice period, a position lower in rank than that of the Resource Manager's then current rank is available, the Resource Manager may choose to return to the Operations Division at the then available lower rank position but at the Resource Manager's current rank base wage, until a position in the Resource Manager's actual rank is available. When a position at the Resource Manager's actual rank becomes available, the Resource Manager shall return to the position. If a suitable candidate is found before the end of two years, the Resource Manager shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the Employer and the above conditions are met.

An external candidate that fills the ARM position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

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DEPUTY FIRE MARSHAL

~~The DFM incentive schedule will work in conjunction with the wage schedule set in the current CBA. All MRFD personnel shall be eligible for the DFM position except those within the rank of FFI and FFH. No one will be allowed to hold both the Training Officer and a DFM position. DFM training is available to all employees, however the incentives are only available to the DFM position(s). The DFM(s) must complete DFM certifications first, including Juvenile Fire Setter and Wildland Fire Investigation, before they will be considered eligible to pursue Hazmat Technician and/or Paramedic Certification(s). Prior to these trainings, DFM(s) must obtain approval from the Fire Chief.~~

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The DFM may respond to incidents if it is mutually agreed upon by the employer, the employee, and the union.

The employer, the employee and the union shall agree that an internal candidate shall enter the DFM position at the internal candidate's current rank and may assume that rank at an incident.

If the DFM chooses to leave the DFM's job and enter the Operations Division, the DFM must give a one (1) year notice, after which the DFM shall return to the Operations Division at his current rank, but only when a position at the DFM's then current rank is available. However, if after the one (1) year notice period, a position lower in rank than that of the DFM's then current rank is available, the DFM may choose to return to the Operations Division at the then available lower rank position but that the DFM's current rank base wage, until a position in the DFM's actual rank is available. When a position at the DFM's actual rank becomes available, the DFM shall return to the position. If a suitable candidate is found before the end of two years, the DM shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the employer and the above conditions are met.

An external candidate that fills the DFM position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

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~~DFMs, if internal candidates, can return to the floor at their rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of pay if a vacancy is not currently available at their rank when returning to the floor. The next available vacancy, within their correct rank, will be filled by the employee.~~

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~~DFMs are eligible to enter the promotional processes when vacancies occur. In order for the DFM to be promoted, they must assess and be ranked within the given number of vacancies. Example: If DFM currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain spots, the DFM must rank in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression.~~

TRAINING OFFICER

~~The TO may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.~~

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~~The TO position is a three-year term. At the end of the TO's three-year term, he/ she has the option to reapply for subsequent three-year terms. The District will accept applications from all qualified MRFD applicants every three years or when a vacancy in the position occurs.~~

~~The TO is eligible to enter the promotional process when vacancies occur. In order for the TO to be promoted, they must assess and be ranked within the given number of vacancies. Example: If the TO currently holds the rank of Lieutenant and a promotional process is open to fill three (3)~~

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Captain positions, the TO must rank in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression.

ACCREDITATION MANAGER

The AM may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.

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The AM position is a temporary full-time position.

~~The AM is eligible to enter the promotional process when vacancies occur. In order for the AM to be promoted, they must assess and be ranked within the given number of vacancies. Example: If the AM currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the AM must rank in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression.~~

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RESIDENT/VOLUNTEER COORDINATOR (RVC)

The RVC may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.

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The RVC position is a three-year term. At the end of the RVC's three year term, he has the option to reapply for subsequent three-year terms. The District will accept applications from all qualified MRFD applicants every three years or when a vacancy in the position occurs.

~~The RVC is eligible to enter the promotional process when vacancies occur. In order for the RVC to be promoted, they must assess and be ranked within the given number of vacancies. Example: If the RVC currently holds the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the RVC must rank in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression.~~

FORTY (40) HOUR STAFF RANK PROMOTIONAL PROCESS

The 40-hour staff positions are eligible to enter the rank promotional process when vacancies occur. In order for them to be promoted, they must assess and be ranked within the given number of vacancies. Example: If a 40-hour staff position currently hold the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the employee must finish in the top three (3) following the assessment. The person that was fourth in the assessment will fill the third vacancy in suppression. The 40-hour staff employee must have worked in suppression at their current rank for at least one (1) year to be eligible to be promoted to the next rank while in a 40-hour staff position. The 40-hour staff employee shall not act in the position above the promoted level until they return to suppression and complete their one (1) year probationary period. A 40-hour staff employee may not promote to Battalion Chief.

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SEASONAL EMPLOYEES

Seasonal employees are temporarily employed for the sole purpose of wildland firefighting assignments and/or performing urban interface fuel mitigation. Preference will be given to Missoula Rural Fire District residents or volunteers. Seasonal employees will be supervised on wildland assignments by a Missoula Rural Fire District career firefighter, if available. This shall not apply to single person assignments. First preference for single person assignments will be given to Missoula Rural Fire District career firefighters.

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ESSENTIAL WORK

Work necessary to assure that all emergency equipment is ready to respond; all facilities are clean and ready to receive visitors. Personnel shall be in appropriate uniform and prepared to greet the public.

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TRAINING PACKET

~~Training materials designed to prepare an individual for the next promotional step. These materials will represent Department Standards, NFPA Criteria, other applicable standards, and job requirements for the next available step.~~

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SHIFT EXCHANGE

A shift exchange is a situation where one employee works for another employee without benefit, creation of overtime, and/or creation of shift differential pay. Shift exchanges are agreed upon between employees and done voluntarily.

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ADMINISTRATIVE CHIEF PROBATIONARY PERIOD

A member from the bargaining unit who has promoted into a fire administration position, being Assistant Chief or Fire Chief, may petition the Fire Chief or the Board of Trustees to return to a bargaining unit position inside their one-year probationary period. This will only apply to members who have promoted directly from the bargaining unit and not to an employee who has been in a fire administration position, or positions, for an aggregate period of more than 12 months, and then promoted to a new fire administration position. The District is under no obligation to create new bargaining unit positions to accommodate persons who promote to fire administration positions and then request to return to a bargaining unit position.

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In order to exercise this option, the Promoted Member must petition the Fire Chief or the Board of Trustees in writing of his or her desire to resign the fire administration position to which he or she has been promoted and return to the bargaining unit. Said petition shall be delivered either by personal service upon the Fire Chief or the Board of Trustees or by sending the notice to the Fire Chief or the Board of Trustees via first class Certified U.S. Mail, Return Receipt Requested. If the petition to return to the bargaining unit is granted and it is within 12 months of the Promoted Member's effective date of promotion, the Fire Chief shall have the right to appoint a replacement for the Promoted Member, who is returning to the bargaining unit, provided that the appointment is made from a ranked list of candidates, from the bargaining unit, who assessed for the fire administration position that is being vacated by the Promote Member effective date of advancement or if there are no other candidates from the bargaining unit who assessed for the fire administration position which is now being vacated, the District will hold a new assessment center. Any candidate who is appointed by the Fire Chief will have the right to refuse the appointment without penalty or prejudice.

In the event that the Promoted Member is unable to successfully complete the 12-month probationary period for the fire administration position, he may return to an open position within the bargaining unit. The Board of Trustees has the sole discretion concerning the issue of whether the Promoted Member is capable of satisfactorily completing the probationary period for the fire administration position to which he has advanced.

In the event that the Promoted Member faces layoff and/or job elimination due to the District's budget constraints, the Promoted Member may return to a bargaining unit position when a position becomes available.

Under any of the above circumstances, the position to which the Promoted Member may return would be equal to the one he left upon his advancement into a fire administrative position, or alternatively, to an open position below the one the Promoted Member left. The Promoted Member may also compete for the next higher bargaining unit position to that he left if that position is open and the Promoted Member meets the requirements for that bargaining unit position.

Missoula Rural Fire District

Ben Murphy (Chair/Lead-Negotiator)

Larry Hanson (Vice Chair)

Dick Mangan (Secretary)

Dan Corti (Trustee)

Jeff Merritt (Trustee/Lead Negotiator)

Chris Newman (Fire Chief)

IAFF Local 2457

Cameron Harris (Lead Negotiator)

Max Kottwitz (Negotiator)

~~Kory Burgess~~ Jon Muir (Negotiator)

Toby Ballard (Negotiator)



AN AGREEMENT

BETWEEN

MISSOULA RURAL FIRE DISTRICT

AND

LOCAL 2457

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



EFFECTIVE DATES

June 25, 2023 through June ##, 2025

Approved by MRFD Board of Trustees: _____

Approved by Local 2457 Membership: _____

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PREAMBLE

This agreement is entered into by and between the Missoula Rural Fire District, the employer, hereinafter referred to as the District, and Local 2457, International Association of Firefighters, hereinafter referred to as the Union.

ARTICLE 1 PURPOSE AND SCOPE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards for wages, fringe benefits, grievances, hours and other conditions of employment.

ARTICLE 2 DISCRIMINATION

The District and the Union agree not to discriminate against or harass any employee for his activity, non-activity, or membership in the Union.

The District and the Union agree that there shall be no discrimination or harassment against any employee or applicant for employment because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, sex or political beliefs, when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.

MRFD Sexual Harassment/Discrimination Policy for the process that, both employees and supervisors are required to follow when harassment and discrimination is believed to have occurred. This policy details what a person should do if he or she believes he or she has been subjected to harassment or discrimination, or if he or she has witnessed another person being subjected thereto. This policy details what the supervisor responsibilities are when they receive a report of harassment or discrimination. All employees have the obligation to report employee harassment or discrimination, but they also must report outside vendors engaging in harassing or discriminating conduct against District employees. This policy should be the procedural guide for employees if his or her supervisor is the one who is engaging in the harassment or discrimination.

ARTICLE 3 RECOGNITION

The District recognizes the Union as the exclusive bargaining agent for the following employees of the District: Battalion Chief, Captain, Lieutenant, Engineer, Firefighter I, Firefighter II, Resource Manager, Assistant Resource Manager, Deputy Fire Marshal, Training Officer, Resident/Volunteer Coordinator, and Accreditation Manager.

ARTICLE 4 MEMBERSHIP

Employees of the Missoula Rural Fire District, those included in Article 3, may, at their discretion, become members of the Union. Application for membership in the Union shall be in accordance with state and federal laws.

ARTICLE 5 WITHOLDING OF UNION DUES

The District agrees to deduct twice each month, dues in an amount certified to be correct by the Treasurer of the Union, from the pay of those employees who individually authorize, in writing that such deductions

are made. The District shall remit the total deduction each month to the Treasurer of the Union. This authorization shall be enforced and in effect from 7/1 through 6/30, annually.

ARTICLE 6 UNION AFFAIRS

Employees elected to Union office, or a member designated by the Union President, will be allowed time, including but not limited to trading shifts, to perform their Union functions and the duties of their office, including but not limited to, attendance at Union conventions, conferences, seminars, legislative assembly hearings, and board meetings. Members on Union trades for forty-hour employees will be allowed to work the exchange on the floor if not trained in the position they are covering. The members of the negotiating team will be allowed to trade shifts to attend all meetings, which are mutually scheduled, by the District and the Union. Employees involved in grievance proceedings will be allowed to trade shifts in order to attend any meetings involving the settlement of grievances.

ARTICLE 7 MEETINGS

In order to ensure unrestricted operations of the District, the District and the Union agree:

1. The Union may use a District facility mutually agreed on as a meeting place.
2. Qualified standby replacements may be used while employees are attending meetings, educational training courses and Union or District related functions.
3. A regular meeting day and time will be set. If any special meetings are required, twenty-four (24) hours advance notice will be given.
4. Existing bulletin boards may be used for the posting of official Union information.

ARTICLE 8 MANAGEMENT RIGHTS

All management rights not specifically limited by this Agreement shall continue to rest exclusively with the District, including, but not limited to, the right to direct and schedule employees, hire, promote, transfer, assign, discipline and discharge employees, relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive, maintain the efficiency of the District's operations, determine the methods, means, job classifications and personnel by which the District's operations are to be conducted, take whatever actions may be necessary to carry out the missions of the District in situations of emergency, establish the methods and processes by which work is performed.

ARTICLE 9 POLICIES AND SOGs

The Union agrees that its members shall comply in full with the Fire District's policies and SOGs.

The District agrees action taken based on policies and SOGs shall be subject to the grievance procedure.

The District encourages input from all its employees in order to improve its operations; therefore, members of the union (through their executive board) may make suggestions including changes in proposed policies. Final approval of policies will be at the discretion of the Board of Trustees. All changes to District SOGs will be brought to the monthly Officer's meeting for discussion and final approval by the Fire District Chief. All changes will be reviewed in at least two separate Officer's meetings.

ARTICLE 10 GRIEVANCE PROCEDURE

Grievances are hereby defined as questions or disputes involving the application or interpretation of the terms of this Agreement. Every effort shall be made to resolve grievances at the lowest possible level.

Both parties may mutually agree to extend the time limits at any point during the grievance process. Grievances shall be submitted in writing within thirty (30) calendar days of their discovery.

Grievances shall be resolved within the following procedure:

1. The employee and/or the Union shall submit the grievance in writing to the lowest level supervisor who can effectively resolve the issue. The grievance will include the following information:
 - a. Name of the Grievant(s)
 - b. Date(s) and/or Time(s)
 - c. Occurrence(s)
 - d. Nature of the Grievance
 - e. Terms of the Agreement that are applicable to the Grievant
 - f. Adjustment sought
 - g. Name of Union Representative(s)
 - h. Name of Grievance Chairperson

The Grievance Committee or its designee shall notify the supervisor within three (3) calendar days of receiving the potential grievance. The supervisor will then have seven (7) calendar days to submit documentation of their account to the Grievance Chairperson. The Grievance Chairperson will be responsible for dissemination of the documentation to the Grievance Committee members. If the Grievance Committee deems it to be a valid grievance, and a grievance is submitted, then the supervisor, the employee/grievant, and/or the Grievance Committee/or designee of the Union shall meet in an attempt to solve the grievance within seven (7) calendar days. Within seven (7) calendar days of the aforementioned meeting, the supervisor shall submit his decision in writing to the grievant and the Grievance Chairperson. The Grievance Committee, or its designee, shall notify the Fire Chief in writing of the grievance and the supervisor's decision.

2. If the grievance is not resolved in Step 1, it shall be submitted in writing within ten (10) calendar days to the Fire Chief. The Fire Chief shall submit his decision in writing, within twenty (20) calendar days of the receipt of the grievance.
3. If the grievance is not resolved in Step 2, it shall be submitted in writing within ten (10) calendar days of the completion of Step 2 to the Board of Trustees. The Board of Trustees shall submit their decision in writing within forty-five (45) calendar days.
4. Either party may give notice to the other of their intent to submit the grievance to binding arbitration within thirty (30) calendar days if the grievance is not resolved in Step 3.

For grievance arbitration a single arbitrator will be used. The American Arbitration Association will be asked to provide a list of seven (7) qualified arbitrators. The selection of the arbitrator shall be completed within seven (7) calendar days of the receipt of the list of names from the American Arbitration Association. Each party to the dispute shall alternately strike names until one name remains. The party to strike first will be decided by coin toss. The remaining person shall be designated the Arbitrator. The arbitration proceedings shall commence on a date set by the arbitrator. The decision of the arbitrator shall be final and binding on both parties to the Agreement.

The costs and services of the Arbitrator shall be borne equally by both parties.

Either party desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

**ARTICLE 11
CHANGES IN THE AGREEMENT**

All appendices or amendments to this Agreement shall be numbered, dated and signed by both parties and shall be subject to all the provisions of this Agreement.

**ARTICLE 12
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.

**ARTICLE 13
NO STRIKE - NO LOCKOUT**

The Union recognizes the essential nature of the service provided by its members in protecting the public safety. In light of that fact, the Union agrees that there shall be no work interruptions, slowdowns, or strikes during the term of the Agreement. In the event of unauthorized interruptions, the Union agrees to join the District in requiring its members to return to work immediately. The District agrees that there will be no lockout of employees during the term of this Agreement.

**ARTICLE 14
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES,
REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION, MERGER,
TRANSFER, ANNEXATION AND LOCATION**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

**ARTICLE 15
WAGE CALCULATION**

1. The base annual wage schedule is set forth and attached to this Agreement as Appendix A, which shall form a part of and be subject to all of the provisions of this Agreement.
2. Annual salary shall be computed by taking the base annual wage, adding longevity pay, emergency medical certification incentive pay, Training Officer incentive pay, Resource Manager incentive pay, Deputy Fire Marshal incentive pay and Hazardous Materials Technician incentive pay, if applicable.
 - a. For twenty-four (24) hour employees, Missoula Rural Fire uses a twenty-seven (27) day work period: regular hourly wage = annual salary divided by two thousand five hundred ninety-seven and twenty-eight hundredths (2597.28).
 - b. For forty (40) hour employees: regular hourly wage = annual salary divided by two thousand eighty (2080).
 - c. Annual salary will be divided by twenty-six (26) and be paid to each employee on a bi-weekly basis.

**ARTICLE 16
LONGEVITY**

Longevity pay shall be calculated at the rate of 2.731% of a Firefighter II monthly salary, for the current contract, multiplied by years of service. (i.e., [current monthly FFII wage] x 0.02731 x years of service = Longevity pay)

**ARTICLE 17
OVERTIME**

Overtime is defined as any time worked in excess of the employee's regularly scheduled tour of duty. In the event that a need for overtime should occur in the Fire District because of vacation, sickness, training, accident or other unforeseen emergency incident:

1. Employees scheduled to work forty (40) hours per week who work in excess of forty (40) hours per week, shall be compensated either monetarily or with compensatory time in lieu of monetary overtime, at the rate of one and one-half (1½) times their hourly rate/time, as mutually agreed upon. No employee may accrue more than one hundred (100) hours of compensatory time.
 - a. Employees scheduled to work 40 hours per week may choose between overtime and compensatory time. Both methods of compensation shall be agreed upon by the employee's supervisor.
 - b. Local 2457 agree that employees scheduled to work 40 hours per week may accept compensatory time in lieu of monetary overtime.
2. Employees scheduled to work twenty-four (24) hour shifts that work in excess of their regularly scheduled shift shall be compensated at the rate of one and one half (1½) times their hourly rate. The following exemption applies:
 - a. Overtime that is subject to the "Out-of-Town" training calculation where unworked regular hours offset overtime hours accumulation.
3. When an emergency occurs at or near the end of an employee's shift, the employee will respond to the emergency. The employee shall be compensated at the rate of one and one-half (1½) times his hourly rate for time spent beyond their regularly scheduled shift.
 - a. An employee shall receive a minimum payment of two (2) hours, at time and a half (1½) his normal hourly pay rate (overtime), when the employee is called into duty on his day off or outside of his/her regularly scheduled shift. Overtime compensation starts at the time the employee arrives at his assigned station or checks in with the Incident Commander or Duty Officer. An employee who is called into duty will not receive less than two (2) hours of compensation at time and one half (1½) his normal hourly pay rate. If the call-back exceeds two hours, the employee will be compensated for every hour worked. (Examples: A firefighter is called back for four (4) hours, the employee will then receive four (4) hours pay at time and a half (1½) his normal hourly pay rate. If a call-back is one (1) hour in length, the employee will receive (2) hours pay at time and a half (1½) his normal hourly pay rate.)
4. In the event that a need for overtime occurs in the District overtime shall accrue to members of the bargaining unit.
5. In the event that overtime shifts are not filled on a voluntary basis by members of the Union, after going through the overtime list twice, the District shall maintain the right to require the employees who have filled the fewest number of overtime hours to fill the vacancy.

**ARTICLE 18
TOURS OF DUTY**

1. All employees shall be individually scheduled for a tour of duty. Tours of duty other than a or b shall be as listed below, or will be mutually agreed upon by the Union and the District.
 - a. Forty- (40) hour per week period working any combination of set days and hours as mutually agreed upon.

- b. Twenty-four (24) hours on duty followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift, which is a twenty-seven (27) day work period.
- 2. Each shift shall be supervised by a Battalion Chief or acting Battalion Chief from the Union.
- 3. Each three-man engine company shall be supervised by a Captain or acting Captain from the Union.
- 4. Each two-man engine company shall be supervised by at least a Lieutenant or acting Lieutenant from the Union.
 - a. Floaters on each shift will be at the rank of Lieutenant.
- 5. Officers designated as Station Officers shall be the rank of Captain or acting Captain from the Union.

Duty Day

The duty day for a twenty-four (24) hour employee shall consist of the following:

- 1. A duty day shall consist of twenty-four (24) consecutive hours beginning at 0700.
- 2. A one- (1) hour alarm time starting at 0700 hours.
- 3. An eight- (8) hour working day starting at 0800 hours and ending at 1700 hours, but not including a one- (1) hour lunch period and two (2) fifteen- (15) minute breaks.
- 4. A fourteen- (14) hour alarm time during which firefighters shall be available to assist in scheduled training, assist in make-up training, and attend any training available.
- 5. A twenty-four (24) hour shift shall be followed by forty-eight (48) consecutive hours off with one (1) Kelly day off every ninth (9th) shift.

All Firefighters must be on call and available for all firefighting and emergency purposes during alarm time.

Only scheduled classes, drills, and essential work can be included on Sundays and Holidays. Interrupted lunch periods shall be made up at the earliest opportunity.

**ARTICLE 19
WORKING OUT OF CLASSIFICATION**

Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a Battalion Chief, Captain, or Lieutenant shall be paid at the rate for that position or rank while so acting. In no case shall an employee be paid less than their current pay rate.

**ARTICLE 20
HOLIDAYS**

The following legal holidays are those which will be recognized and observed:

- | | |
|------------------------|----------------------------|
| New Year's Day | State General Election Day |
| Martin Luther King Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

If the holiday should fall on a Saturday, the preceding Friday shall be considered the holiday for all employees who work an eight- (8) hour day. If the holiday falls on a Sunday, the following Monday shall be considered the holiday for all employees who work an eight- (8) hour day. All forty- (40) hour employees not assigned to operations shall have the holiday off with pay. All twenty-four (24) hour employees and

forty- (40) hour employees assigned to operations shall receive eight- (8) hour pay at an eight- (8) hour rate in addition to their regular pay for each holiday.

ARTICLE 21 MILITARY LEAVE

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 (6) months, shall be given leave of absence, with pay, at a rate of 120 hours in a calendar year, or academic year if applicable, for performing military service. Military leave may not be charged against the employee's annual vacation leave. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 in any calendar year. Employees will accrue sick and vacation leave while on military leave.

ARTICLE 22 SICK LEAVE

1. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. Employees, who are assigned to a twenty-four (24) hour day shall earn leave credits at a rate of 4.62 hours per pay period. Employees who are assigned to a forty- (40) hour week shall earn sick leave credits at a rate of 3.69 hours per pay period.
2. An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to use their accrued sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to use the sick leave credits he has earned. Employees may use sick time donated to them during their first 90 days (or probationary period) or any time thereafter.
3. An employee who terminates his employment is entitled to a lump sum payment equal to 25% (twenty-five percent) of the pay attributed to the accumulated sick leave.

An employee, who completes twenty years (20) of service with the District and submits notice one calendar year prior to his retirement, is entitled to a lump sum payment of 75% (seventy five percent) of the pay attributed to sick leave. The Board of Trustees may waive the one-year notice requirement. An employee who leaves the service of the District because of disability is entitled to 100% (one hundred percent) of the pay attributed to sick leave. The pay shall be computed on the basis of the employee's salary at the time he terminates his employment, retires from the District, or leaves with disability. An employee of the District who received a lump sum payment and who is again employed by the District shall not be credited with any leave for which he has been previously compensated.

4. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave may be cause for discipline, dismissal and forfeiture of the lump sum payment provided for in subsection 3.
5. Sick leave will be allowed for absence from work due to illness or injury of the employee or members of his immediate family. Medical documentation may be required for all illnesses in excess of six (6) calendar days.
6. Any duty-related sickness, disability or injury covered by Workman's Compensation benefits shall not be charged against the employee's accumulated sick leave credits.
7. Sick leave will be granted for the purpose of visiting physicians and dentists for treatment of illness or injury and for preventive care. Such appointments will be made so as not to interfere with the District's work and notification will be made to the District forty-eight (48) hours in advance.

8. Sick leave will be granted for up to six (6) calendar days for an employee to attend or make arrangements for the funeral of an immediate family member.

ARTICLE 23 VACATION LEAVE

1. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment.
2. Proportionate vacation leave credits shall be earned and credited at the end of each pay period.
3. Employees are not entitled to any vacation with pay until they have completed six (6) months of continuous employment. Upon completion of the qualifying period, the employee is entitled to all of the vacation leave credits that he has accumulated.
4. Vacation leave credits for employees on a twenty-four (24) hour tour of duty day shall be 6.46 hours per pay period (7 days) for the first ten (10) years of service. After ten (10) years, vacation leave credits shall be 8.31 hours per pay period (9 days), and after fifteen (15) years, they shall increase to 9.23 hours per pay period (10 days). After twenty (20) years, they shall increase to 12 hours per pay period (13 days).
5. Employees who work forty (40) hours per week shall earn vacation leave credits at the rate of 4.62 hours per pay period (15 days) for the first ten (10) years of service. After ten (10) years of service, they shall earn 5.54 hours per pay period (18 days). After fifteen (15) years, they shall earn 6.46 hours per pay period (21 days). After twenty (20) years, they shall earn 7.38 hours per pay period (24 days).
6. Annual vacation leave credits may be accumulated to a total not to exceed two (2) times the number of days earned annually, as of the last day of the calendar year.
7. The District shall keep and maintain an accurate and current total of the vacation leave credits due an employee.
8. Upon the termination of employment, an employee is entitled to and shall receive a lump sum payment for all unused, accumulated vacation leave credits he has earned. This payment shall be computed at the employee's rate of pay at termination.
9. Regular vacation must be scheduled at least fifteen (15) days in advance. A multiplier of 0.5 times (x) the number of Operational Employees will be used to determine the number of available vacation slots per pay period (ex., $48 \times 0.50=24$; $50 \times 0.50=25$). While calculating vacation slots, fractions will be rounded to the nearest whole number (ex., $49 \times 0.50=24.5$ rounds to 25). A maximum of two (2) Operational Employees per shift will be approved for those first requesting dates. Operational employees assigned to a 40-hour work week do not count towards vacation slots. Seniority will not entitle any employee to vacation dates granted another employee. Employees whose primary assignment is non-operational and that are assigned to a 40-hour work week may request and receive regular vacation without a fifteen- (15) day notice.
10. The Fire Chief, or his designee, may waive the fifteen (15) day notice of regular vacation use for unforeseen circumstances on a case-by-case basis.
11. With the approval of the on-duty Battalion Chief or Acting Battalion Chief, an Operational Employee on the 24-hour schedule may use earned vacation time within the fifteen (15) day advance window if the following conditions exist:
 - a. There is a vacation slot available
 - b. Overtime is not created as a result of the vacation usage
 - c. Advanced Life Support (ALS) coverage is maintained at all MRFD stations
 - d. Staffing remains a minimum of twelve (12) employees from suppression, 24 hours a day. Each day consisting of at least one (1)-three (3) person engine company,

four (4)-two (2) person engine companies and one (1) Battalion Chief with all MRFD stations staffed.

The on-duty Battalion Chief or Acting Battalion Chief will notify the Duty Chief of the approval including the employee's name and date of the vacation.

ARTICLE 24 LIABILITY INSURANCE

The District shall provide liability insurance for employees responsible for the operation of fire equipment. The amount of this liability insurance shall be a minimum of one million dollars (\$1,000,000.00).

ARTICLE 25 MEDICAL PROGRAM

The District will pay the full premium for each employee and his dependents required by the current county medical, dental and optical plan.

ARTICLE 26 RETIREMENT

The retirement program for all employees covered under this Agreement shall be any one of the programs offered by the Public Employees Retirement System of the State of Montana.

The District currently pays 6% of the employees' base salary to a deferred compensation program. The employee may elect to use that 6% to purchase retirement years.

The District agrees to allow existing employees to have the option of joining the Firefighter Unified Retirement System (FURS). All employees hired after July 1, 2007 shall be a member of FURS.

If the employee joins the Firefighter's Unified Retirement System the 6% that was used to fund that employee's deferred compensation program, will be used to help fund that employees Firefighters Unified Retirement System program.

ARTICLE 27 LEAVE WITHOUT PAY POLICY

Temporary Leave Without Pay for more than thirty (30) days may be granted upon good cause shown to the Board of Trustees. If such a request is for less than thirty (30) days, it may be granted by the Fire District Chief. No benefits such as vacation, sick leave or medical premiums shall be credited or paid during times of leave. The maximum leave granted shall be one (1) year unless extended by mutual agreement of the Fire District and the Union.

ARTICLE 28 JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

It is the desire of the District and the Union to maintain the highest standards of safety and health in the fire district in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Protective devices and other equipment necessary to properly protect firefighters shall be provided by the District, at no cost to the employee, and shall conform to applicable standards.

The District shall appoint one member, the Union shall appoint three members, the Volunteer Association shall appoint three members, and the Training Division shall appoint one member to the Occupational Safety and Health Committee. This committee shall meet as needed to discuss, review, and recommend solutions to safety and health issues. Committee members who are on duty will be replaced by the District with qualified replacements for all meetings, provided such meetings shall be scheduled in advance so that

replacements can be placed upon the duty roster. Minutes of each committee meeting shall be kept and distributed to all parties.

ARTICLE 29 LIGHT DUTY PROGRAM

The District shall provide a light duty program for employees covered under PERS.

Employees of the District who are members of FURS shall be eligible to participate in the light duty program for one (1) year and shall receive an extension of up to one (1) year, if a physician finds the employee will likely be able to perform the essential functions of a firefighter's job and return to work, during the second year.

A physician shall certify that the employee can perform light duty.

ARTICLE 30 PROBATION

All new employees shall serve a probationary period of twelve (12) months during which time they may be discharged without cause. All employees on probation will be evaluated by a performance appraisal at the end of six (6) months.

ARTICLE 31 PROMOTIONS

When a known opening in the ranks is announced by the Fire Chief, which requires a promotional assessment, the District will post the position at each station, accept applications for the position, and hold an assessment for the position within six (6) months unless mutually agreed upon by both the District and the Union. If the position is vacant for sixty (60) days, the position shall be filled in the interim by an eligible employee. Employees will not be considered eligible if they are in an active disciplinary process of Step Two or above. The eligible employee highest in rank seniority shall be offered the interim position. If that employee declines, the offers will continue through the other eligible employees by rank seniority until the position is filled. Any temporary vacancy created in the lower ranks by the interim filling of the original opening shall be filled in the same manner as described above. The employee filling the interim position shall be paid at the position's wage. Filling an interim position does not guarantee automatic promotion to that rank. Employees of the District shall meet the following requirements to be eligible for a promotion:

To be eligible for a promotion, employees of the District shall complete the probationary period in the position immediately preceding the position being applied for, i.e. an employee must be a Lieutenant before he can take the Captain test to be eligible for promotion. The date of eligibility will be when an opening in the ranks occurs and not when the opening is announced.

Firefighter I's (FF I) will be promoted to the rank of Firefighter II (FF II) after they have completed their one (1) year probationary period and successfully completed the requirements in the FF I position description.

FF II's will be promoted to the rank of Engineer after they have completed their second (2nd) anniversary and successfully completed the requirements in the FF II position description.

Engineers will be eligible for promotion to the rank of Lieutenant, Deputy Fire Marshal (DFM), Resident/Volunteer Coordinator (RVC), Training Officer (TO), Resource Manager (RM), Assistant Resource Manager (ARM), and Accreditation Manager (AM) when an opening occurs and they have completed their third (3rd) anniversary and successfully completed the requirements in the Engineer job description. Promotion to Lieutenant, DFM, RVC, TO, RM, ARM, AM will be by an Assessment Center.

Lieutenants will be eligible for promotion to the rank of Captain when an opening occurs and they have completed one (1) year as a Lieutenant and successfully completed the requirements in the Lieutenant job description. Promotion to Captain will be by Assessment Center.

Captains will be eligible for promotion to the rank of Battalion Chief when an opening occurs and they have completed one (1) year as a Captain and successfully completed the requirements in the Captain job description. Promotion to Battalion Chief will be by Assessment Center.

Position description requirements to be eligible for promotion shall be managed by the Promotion Committee. The Promotion Committee shall be composed of two (2) members from the Union and two (2) members from the Administrative Chief Staff. The Promotion Committee will be consulted in establishing and revising, as needed, the position description requirements to promote.

One-half (½) point will be added to each eligible applicant's final score for each completed year of employment.

Employees promoted will be on probation for one (1) year. If, during that period, the District determines that the promoted employee fails to perform satisfactorily the duties of the new position, he will be returned to his original position without prejudice, and without loss of seniority.

If the employee is unable to complete their probationary year due to performance or if they voluntarily withdraw from the position, the employee with the next highest points from the original assessment will be promoted to the position unless: 1) another employee has become eligible to test for the position since the original assessment or 2) another vacancy is created by someone leaving the position that was already confirmed at the same rank. In both instances, new assessments will be held to fill all vacancies in the rank. If an employee has assessed and been promoted due to a vacancy caused by retirement and the retirement is then delayed, the promoted employee will continue to function in their promoted rank and will fill the next available position.

In the event that an emergency should occur that involves a multiple loss of personnel, or there are no employees available meeting the qualified time requirements, the District and the Union may mutually agree to waive the time requirements.

ARTICLE 32 REDUCTION IN FORCE

In the event of a reduction in the work force, the last employee hired shall be the first laid off. In the event of a recall, the last employees laid off, shall be the first recalled. Employees shall be notified by certified mail or personal contact. The employee shall notify the District of his intentions within forty-eight (48) hours of receipt of notification or he shall be passed over and the next eligible employee shall be recalled. A recalled employee may have up to fourteen (14) calendar days to return to duty. Any employee who is passed over will be dropped from the eligibility list. Employees will keep the District informed of their current address. The District may recall or hire a substitute on a temporary basis pending the return of the recalled employee. The District shall provide at least two weeks prior notice to an employee who is to be laid off. The laid off Employee will be notified of in-house training that they may attend to keep certifications current. Those attending will do so as a private citizen. The District will reimburse the laid off employees upon reinstatement for associated recertification fees upon verification of the expenditures by the Fire District Chief.

ARTICLE 33 SHIFT EXCHANGE

Employees shall have the right to exchange shifts providing the change does not interfere with the efficient operation of the District. An employee shall arrange for his qualified replacement. The District shall not be responsible for any compensation in the event of default by any employee using the right of shift exchange.

The shift exchange shall not create additional costs for the District. All shift exchanges must meet the following requirements:

1. Trading is done voluntarily.
2. Trades are for the employee's personal benefit and not the employer's benefit.
3. A record is maintained by the employer of all time traded by employees.
4. The period in which time is traded and paid back does not exceed 12 months.

ARTICLE 34 SUSPENSION AND DISCHARGE

No new employee who has successfully completed the new employee probationary period shall be discharged or suspended without just cause. Suspensions and discharges of non-probationary employees shall be subject to the Grievance Procedure outlined in this Agreement.

ARTICLE 35 UNIFORM ALLOWANCE

The District will provide each employee with an annual uniform allowance of \$650.00 in pay period three (3).

The employee will be required to maintain in serviceable condition a full complement of uniform items as specified in the uniform SOG.

New employees will receive all appropriate uniform items upon notification of hiring by the District.

ARTICLE 36 EFFECTIVE DATE AND RENEWAL

This Agreement shall be effective as of June 26th, 2023 and remain in effect until June ##, 2025. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice be given, negotiations shall begin within thirty (30) days, or on a mutually agreed upon date.

Whenever notice is given for changes, the nature of the changes desired must be specified at the first meeting.

ARTICLE 37 LONG-TERM DISABILITY PLAN

The District shall purchase for each employee the Missoula County Long-Term Disability Income Plan.

ARTICLE 38 PHYSICAL WELLNESS

The fire service is a very demanding work. In an effort to minimize health risks the Union and the District agree to the following conditions for physical health.

1. The District will pay one-half (1/2) of the monthly cost of a health club Membership, if the member utilizes the club at least twelve (12) times per month.
2. Each member of the Union will Participate in physical fitness one (1) hour per day when on duty. Scheduled training, incidents, and other unforeseen events may pre-empt physical fitness training without penalty to the employees.
3. Each member of the Union shall schedule an annual physical. The District agrees to pay the difference between the actual cost of the physical and the benefit provided by the

employee 's health insurance. Results of the physicals are retained by the employee and are not for determining fitness for duty.

4. A Haz-Mat physical meets the annual requirement.

ARTICLE 39
MINIMUM STAFFING

Each duty day shall be staffed with a minimum of twelve (12) employees from suppression, 24 hours a day. Each day consisting of at least one (1)-three (3) person engine company, four (4)-two (2) person engine companies and one (1) Battalion Chief with all MRFD stations staffed.

**APPENDIX A
BASE WAGE SCHEDULE**

The following indicates the base annual wages for employees. These wages shall become effective with respect to the dates at each column head:

Rank/Position.....	FY 24	FY25
Firefighter I	\$62,356.37.....	\$64,227.05
Firefighter II	\$68,875.01.....	\$70,941.26
Engineer	\$74,168.51.....	\$76,393.57
Lieutenant.....	\$80,883.15.....	\$83,309.64
Captain/ARM/TO/RVC/AM/DFM.....	\$88,941.45.....	\$91,609.69
Battalion Chief/RM.....	\$105,643.42.....	\$108,812.72

Montana-licensed ECP-Emergency Medical Technicians with the following endorsements shall receive \$1,200.00 annually to be added to base wage.

1. Airway

Montana-licensed ECP- Emergency Medical Technicians with all of the following endorsements shall receive \$2,400.00 annually to be added to base wage.

1. Airway
2. IV and IO Maintenance
3. IV and IO initiation
4. Medication

Montana-licensed ECP Advanced Emergency Medical Technicians shall receive \$3,000.00 annually to be added to base wage.

Montana-licensed Advanced Emergency Medical Technicians with I-99 endorsements shall receive \$3,600.00 annually to be added to base wage.

Montana-licensed Paramedics shall receive \$4,800.00 annually to be added to base wage.

MRFD certified Hazardous Materials Technician employees on the Regional Hazardous Materials Team shall receive \$1,800.00 annually to be added to base wage.

If an employee is hired into a 40-hour position, the employee shall maintain the higher rate of pay of their prior or new position. No employee may hold more than one (1) forty (40) hour position at one time.

At the time of contract approval, the current DFMs have the option to be grandfathered into the certifications with incentive pay structure or the base wage schedule (Appendix A) position pay structure.

APPENDIX B DEFINITIONS

PERMANENT DISABILITY

A sickness or injury, occurring while employed, totally and continuously preventing the employee from working for wage or profit as a member of the Union, and is expected to last for the rest of the employee's life.

ECP INCENTIVE PAY

ECP incentive pay will be administered as outlined in Appendix A.

FAMILY MEMBER/IMMEDIATE FAMILY

A person related to an employee or his spouse in one of the following ways:

Spouse	Stepmother	Daughter-in-Law
*Child	Stepsister	Uncle
Stepchild	Stepbrother	Aunt
Mother	Stepfather	Nephew
Father	Mother-in-Law	Niece
Grandparent	Father-in-Law	
Grandchild	Brother-in-Law	
Brother	Sister-in-Law	
Sister	Son-in-Law	

Or:

Any other person who lives in an employee's home as a member of his household (includes a foster child).

GOOD CAUSE

Emergency situations, family illness, family death, or education, where sick leave or vacation time is insufficient to cover the absence of an employee. It shall be the responsibility of the employee to show good cause to the Board of Trustees or the Fire Chief. In the event that illness of the employee is considered an emergency situation, the Board of Trustees may require a medical documentation to verify an illness.

HAZARDOUS MATERIALS TECHNICIAN

MRFD Certified Hazardous Materials Technicians are employees who participate on the Regional Team. To maintain their certification employees must attend a minimum of twenty-four (24) hours of team continuing education per year and at least nine (9) categories on the continuing education record including a current physical and one team drill.

MASCULINE PRONOUNS

The use of masculine gender in this Agreement shall be construed as including both genders and not as sex limitations.

RESIDENT FIREFIGHTER

A Resident Firefighter with Missoula Rural Fire District is a person who receives room in compensation for performing routine station duties or the duties of a firefighter under the direct supervision of an employee at a station. Resident firefighters shall work at least ten (10) hours per week performing station duties, but not more than twenty (20) hours per week.

RESOURCE MANAGER

The Resource Manager (RM) may respond to incidents if it is mutually agreed upon by the Employer, the Employee and the Union.

The Employer, the Employee and the Union shall agree that an internal candidate shall enter the Resource Manager position at the internal candidate's then current rank and may assume that rank at an incident.

If the Resource Manager chooses to leave the Resource Manager's job and enter the Operations Division, the Resource Manager must give two years notice, after which the Resource Manager shall return to the Operations Division at his then current rank, but only when a position at Resource Manager's then current rank is available. However, if after the two (2) year notice period, a position lower in rank than that of the Resource Manager's then current rank is available, the Resource Manager may choose to return to the Operations Division at the then available lower rank position but at the Resource Manager's current rank base wage, until a position in the Resource Manager's actual rank is available. When a position at the Resource Manager's actual rank becomes available, the Resource Manager shall return to the position. If a suitable candidate is found before the end of two years, the Resource Manager shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the Employer and the above conditions are met.

An external candidate that fills the Resource Manager position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

ASSISTANT RESOURCE MANAGER (ARM)

The Assistant Resource Manager (ARM) may respond to incidents if it is mutually agreed upon by the Employer, the Employee and the Union.

The Employer, the Employee and the Union shall agree that an internal candidate shall enter the Assistant Resource Manager position at the internal candidate's then current rank and may assume that rank at an incident.

If the ARM chooses to leave the ARM's job and enter the Operations Division, the Resource Manager must give two years notice, after which the Resource Manager shall return to the Operations Division at his current rank, but only when a position at Resource Manager's then current rank is available. However, if after the two (2) year notice period, a position lower in rank than that of the Resource Manager's then current rank is available, the Resource Manager may choose to return to the Operations Division at the then available lower rank position but at the Resource Manager's current rank base wage, until a position in the Resource Manager's actual rank is available. When a position at the Resource Manager's actual rank becomes available, the Resource Manager shall return to the position. If a suitable candidate is found before the end of two years, the Resource Manager shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the Employer and the above conditions are met.

An external candidate that fills the ARM position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

DEPUTY FIRE MARSHAL

The DFM may respond to incidents if it is mutually agreed upon by the employer, the employee, and the union.

The employer, the employee and the union shall agree that an internal candidate shall enter the DFM position at the internal candidate's current rank and may assume that rank at an incident.

If the DFM chooses to leave the DFM's job and enter the Operations Division, the DFM must give a one (1) year notice, after which the DFM shall return to the Operations Division at his current rank, but only when a position at the DFM's then current rank is available. However, if after the one (1) year notice period, a position lower in rank than that of the DFM's then current rank is available, the DFM may choose to return to the Operations Division at the then available lower rank position but that the DFM's current rank base wage, until a position in the DFM's actual rank is available. When a position at the DFM's actual rank becomes available, the DFM shall return to the position. If a suitable candidate is found before the end of two years, the DM shall return to the Operations Division once the new candidate has been determined to be adequately trained for the new position by the employer and the above conditions are met.

An external candidate that fills the DFM position must go through the appropriate Missoula Rural Fire District hiring process. Any candidate must maintain all the minimum qualifications for the Missoula Rural Fire District entry level Firefighter.

TRAINING OFFICER

The TO may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.

The TO position is a three-year term. At the end of the TO's three-year term, he/ she has the option to reapply for subsequent three-year terms. The District will accept applications from all qualified MRFD applicants every three years or when a vacancy in the position occurs.

ACCREDITATION MANAGER

The AM may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.

The AM position is a temporary full-time position.

RESIDENT/VOLUNTEER COORDINATOR (RVC)

The RVC may return to the floor at their current rank with a one-year notice, or less if approved by the Fire Chief. The employee may return to a lower rank with no loss of rank pay if a vacancy is not currently available at their rank when returning to the floor after one (1) year. The next available vacancy, within their correct rank, will be filled by the employee.

The RVC position is a three-year term. At the end of the RVC's three year term, he has the option to reapply for subsequent three-year terms. The District will accept applications from all qualified MRFD applicants every three years or when a vacancy in the position occurs.

FORTY (40) HOUR STAFF RANK PROMOTIONAL PROCESS

The 40-hour staff positions are eligible to enter the rank promotional process when vacancies occur. In order for them to be promoted, they must assess and be ranked within the given number of vacancies. Example: If a 40-hour staff position currently hold the rank of Lieutenant and a promotional process is open to fill three (3) Captain positions, the employee must finish in the top three (3) following the assessment.

The person that was fourth in the assessment will fill the third vacancy in suppression. The 40-hour staff employee must have worked in suppression at their current rank for at least one (1) year to be eligible to be promoted to the next rank while in a 40-hour staff position. The 40-hour staff employee shall not act in the position above the promoted level until they return to suppression and complete their one (1) year probationary period. A 40-hour staff employee may not promote to Battalion Chief.

SEASONAL EMPLOYEES

Seasonal employees are temporarily employed for the sole purpose of wildland firefighting assignments and/or performing urban interface fuel mitigation. Preference will be given to Missoula Rural Fire District residents or volunteers. Seasonal employees will be supervised on wildland assignments by a Missoula Rural Fire District career firefighter, if available. This shall not apply to single person assignments. First preference for single person assignments will be given to Missoula Rural Fire District career firefighters.

ESSENTIAL WORK

Work necessary to assure that all emergency equipment is ready to respond; all facilities are clean and ready to receive visitors. Personnel shall be in appropriate uniform and prepared to greet the public.

SHIFT EXCHANGE

A shift exchange is a situation where one employee works for another employee without benefit, creation of overtime, and/or creation of shift differential pay. Shift exchanges are agreed upon between employees and done voluntarily.

ADMINISTRATIVE CHIEF PROBATIONARY PERIOD

A member from the bargaining unit who has promoted into a fire administration position, being Assistant Chief or Fire Chief, may petition the Fire Chief or the Board of Trustees to return to a bargaining unit position inside their one-year probationary period. This will only apply to members who have promoted directly from the bargaining unit and not to an employee who has been in a fire administration position, or positions, for an aggregate period of more than 12 months, and then promoted to a new fire administration position. The District is under no obligation to create new bargaining unit positions to accommodate persons who promote to fire administration positions and then request to return to a bargaining unit position.

In order to exercise this option, the Promoted Member must petition the Fire Chief or the Board of Trustees in writing of his or her desire to resign the fire administration position to which he or she has been promoted and return to the bargaining unit. Said petition shall be delivered either by personal service upon the Fire Chief or the Board of Trustees or by sending the notice to the Fire Chief or the Board of Trustees via first class Certified U.S. Mail, Return Receipt Requested. If the petition to return to the bargaining unit is granted and it is within 12 months of the Promoted Member's effective date of promotion, the Fire Chief shall have the right to appoint a replacement for the Promoted Member, who is returning to the bargaining unit, provided that the appointment is made from a ranked list of candidates, from the bargaining unit, who assessed for the fire administration position that is being vacated by the Promote Member effective date of advancement or if there are no other candidates from the bargaining unit who assessed for the fire administration position which is now being vacated, the District will hold a new assessment center. Any candidate who is appointed by the Fire Chief will have the right to refuse the appointment without penalty or prejudice.

In the event that the Promoted Member is unable to successfully complete the 12-month probationary period for the fire administration position, he may return to an open position within the bargaining unit. The Board of Trustees has the sole discretion concerning the issue of whether the Promoted Member is capable of satisfactorily completing the probationary period for the fire administration position to which he has advanced.

In the event that the Promoted Member faces layoff and/or job elimination due to the District's budget constraints, the Promoted Member may return to a bargaining unit position when a position becomes available.

Under any of the above circumstances, the position to which the Promoted Member may return would be equal to the one he left upon his advancement into a fire administrative position, or alternatively, to an open position below the one the Promoted Member left. The Promoted Member may also compete for the next higher bargaining unit position to that he left if that position is open and the Promoted Member meets the requirements for that bargaining unit position.

Missoula Rural Fire District

Ben Murphy (Chair/Negotiator)

Larry Hanson (Vice Chair)

Dick Mangan (Secretary)

Dan Corti (Trustee)

Jeff Merritt (Trustee/Lead Negotiator)

Chris Newman (Fire Chief)

IAFF Local 2457

Cameron Harris (Lead Negotiator)

Max Kottwitz (Negotiator)

Kory Burgess (Negotiator)

Toby Ballard (Negotiator)