

Collective Bargaining Agreement
Between
The City of Livingston
And
**The Montana Public Employees Association/
Montana Federation of Public Employees
Livingston Police Unit**

July 1, 2018 – June 30, 2020

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PREAMBLE

This Agreement, made and entered into this 19th day of June, 2018, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana Public Employees Association Livingston Police Unit and its successor organization, the Montana Federation of Public Employees Livingston Police Unit (MPEA/MFPE), hereinafter referred to as the Association. In consideration of the mutual covenants herein set forth, the Employer and the Association agree and shall be bound as follows:

ARTICLE 1. – RECOGNITION

The City of Livingston recognizes the Association as the exclusive representative for collective bargaining purposes for all full time and part time employees consisting of the Sergeants, Police Investigators, Patrol Officers, Probationary Patrol Officers, Supervising Communications Officers, and Communications Officers employed by the City of Livingston, Montana Police Department excluding the Chief of Police, Assistant Chief of Police, and Communications Technical Advisor.

Part time employees will not be hired to replace the 6 full time Communications Officer positions.

ARTICLE 2. - UNION SECURITY

All present employees covered by this Agreement who do not make application for membership in the Association within thirty (30) days after ratification of this agreement shall, as a condition of employment, pay to the Association a representation fee as determined by MPEA/MFPE. New and re-hired employees shall from date of employment comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the Employer within ten (10) calendar days after receipt of written notice from the Association. It will be the responsibility of the Employer to inform the Association of any addition to the Association or change in status of an employee in or out of the Association. This information will be made available to the Association immediately after the change occurs in writing as to when the change occurred.

Any dispute between a member and the Association pertaining to the amount of dues or representation fees is not subject to the grievance procedure contained in this contract. The Employer is not a party to such dispute.

ARTICLE 3. – DUES ASSIGNMENT

Upon written authorization of any employee of the Employer and who is covered by this written Agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues or representation fees as certified by MPEA/MFPE and forward the aggregate amount to MPEA/MFPE.

The Employer agrees that each paycheck shall contain an explanation of all deductions.

ARTICLE 4. – NON-DISCRIMINATION

The Employer agrees not to discriminate against any employee for his activity on behalf of, or membership in, the Association. The Employer and the Association agree that there shall be no unlawful discrimination against any employee because of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, familial status, political belief, or mental /physical disability (as defined by the Americans with Disabilities Act, i.e. ADA), unless such disability effectively prevents the performance of the essential duties required of the position which are bona fide occupational qualifications that cannot be accommodated without undue hardship to the City.

The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Association," provided necessary manpower is available to cover shifts.

ARTICLE 5. – WORKING CONDITIONS

A. Workday – Workweek – Shift Rotation

1. Workday – A scheduled workday for patrol officers or detectives shall not exceed ten (10) hours of work in any twenty-four (24) hour period. A scheduled workday for sergeants shall not exceed eight (8) hours of work in any twenty-four (24) hour period. A scheduled workday for communications officers shall not exceed eight (8) hours in any twenty-four (24) hour period.
2. Workweek – The workweek shall be a fixed and regular recurring seven (7) day period. In accordance with the City Policy Manual, the workweek is agreed to run from Sunday (0000 hours) through Saturday (2400 hours). The City reserves the

right to modify the workweek, as necessary, with at least 30 days notice to the Association.

3. For communications officers and sergeants, an employee's work period shall consist of a regularly recurring five (5) consecutive days of employment followed by two (2) consecutive days off. Regular part time communications officers will receive two (2) consecutive days off each workweek.
4. For patrol officers, an employee's work period shall consist of a regularly recurring four (4) consecutive days of employment followed by three (3) consecutive days off.
5. The School Resource Officer (SRO) will work five (5) eight (8) hour shifts during the school year, Monday through Friday. The SRO's schedule may be modified by the employer, in compliance with any contractual agreement with the school district, in the event of an emergency situation or to address unforeseen staffing shortages within the department. During the summer months, and times when school is not in session, the SRO will work regular patrol shifts as assigned by management.
6. Except in emergency situations, employees will not be required to work over fourteen (14) consecutive hours and will be guaranteed at least eight (8) hours off, other than training, court, or call out in the event of an emergency. This limitation may be waived by mutual consent between the employee and management.
7. Patrol Officers are guaranteed rotation of shifts approximately every sixty (60) days, to coincide with the beginning of each odd month of the year; that is, shift rotations will occur in the first week of January, March, May, July, September, and November. Shifts are defined as: 7:00 a.m. – 5:00 p.m., 5:00 p.m. – 3:00 a.m., and 9:00 p.m. – 7:00 a.m. The shifts 11:00 a.m. – 9:00 p.m. and 2:00 p.m. – 12:00 a.m. may be filled as conditions permit and at the convenience of management. The Association and the Employer agree that the Employer can modify shifts in response to a departmental need.
8. Sergeant's shifts are defined as: 7:00 a.m. – 3:00 p.m., 3:00 p.m. – 11:00 p.m., and 11:00 p.m. – 7:00 a.m., beginning each Monday at 7:00 a.m. through Saturday at 7:00 a.m.
9. Normal rotation for patrol officers and sergeants will be forward; that is, to the next occurring shift in the duty day.

10. The department will attempt to appoint and schedule a day shift detective, contingent upon adequate staffing levels and departmental needs. The day shift detective will normally work the scheduled hours of 8:00 a.m. – 4:30 p.m., Monday through Thursday, with flexible hours outside this schedule as necessary to complete 40 hours in a work week. A Detective may be assigned patrol duties as necessary to fill vacant shifts or to accommodate staffing shortages.
11. Any abnormal changes which are to be made must be made in writing notifying the affected employee(s) within a reasonable time period, except in the case of an emergency;
12. The above shifts may be restructured by mutual consent of both of the parties.
13. Employees will be allowed to trade shifts as long as both parties agree and by approval of management. To maintain proper supervision, patrol officers may not trade shifts with sergeants if the trade will result in more than one sergeant working the same shift, leaving another shift without a sergeant on duty. In no event shall the City of Livingston be responsible for the payment of additional overtime or other premium pay incurred by any employee as a result of the shift trade. Employees shall be paid for the hours they are scheduled to work, including holiday or premium pay. Employees trading shifts for one (1) full consecutive work week or longer will be paid for the hours they actually work, including any premium pay.
14. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two patrol officers on duty at all times, particularly during the hours of 7:00 p.m. and 3:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one officer.
15. During a normal 40-hour duty work week, four (4) hours of a Canine handler's time worked is allocated to care of their assigned police service dog and equipment (9-hour work shifts = 36 hours duty time + 4 hours at home time to care for the canine = 40-hour work week).
16. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two dispatchers on duty at all times, particularly during the hours of 10:00 a.m. and 2:00 a.m. and

during times where certain community events or other activities may contribute to the need for more than one dispatcher.

17. Dispatch shifts shall be bid by seniority.

B. Association Privileges.

1. The Association shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.
2. Authorized Representatives of the Association will be allowed to visit the work area of employees during working hours, with the approval of the Shift Supervisor, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Department.
3. The Employer shall provide reasonable bulletin board space for the use of the Association in communicating non-political matters with its members with the exception of internal union election notices.
4. PARKING SPACES: Evening and Night Communications Officers shall be provided with a specifically designated parking place in the lot on the south side of the City County building. Said space is to facilitate the safety and well being of the Communications Officers after the hours of darkness.
5. All employee personnel files will be kept confidential and in accordance with the City of Livingston Policy and Procedures Manual. Employees retain the right to examine their personnel file during normal office hours.
6. The canine officer is assigned a specially equipped take home patrol vehicle that may be used for official business, including traveling to and from authorized training and transporting the police canine as authorized by the Chief of Police.
7. Upon the disbanding the canine unit, removal of a canine from service, or retirement of a canine, the Employer shall give the officer to whom the dog is assigned the first chance to purchase the canine from the City for one dollar. An officer who purchases a canine under this section shall assume all responsibility for the canine thereafter.

ARTICLE 6. – HOLIDAYS

- A. Full time employees, except Sergeants, will be compensated at the rate of eight (8) hours pay at their basic hourly wage for all herein specified holidays. Regular part time employees will receive prorated holiday pay based on the number of regularly scheduled work hours. This holiday compensation will be reflected in the employees' base pay and is considered part of their base salary as specified in Addendum "A" of this agreement.
- B. The following days will be recognized as compensated holidays:
- New Year's Day – January 1
 - Martin Luther King Day – third Monday in January
 - President's Day – third Monday in February
 - Memorial Day – last Monday in May
 - Independence Day – July 4
 - Labor Day – first Monday in September
 - Columbus Day – second Monday in October
 - Veteran's Day – November 11
 - Thanksgiving Day – fourth Thursday in November
 - Christmas Eve (Sergeants only)
 - Christmas Day – December 25
 - Employee's birthday (Except Sergeants)
 - State General Election Day (when applicable)
- C. If an employee, other than a Sergeant, whose birthday falls on a holiday, has to work on that holiday, the employee shall receive an extra day off as compensation. The day off will be mutually agreed upon by the employee and management. For purposes of pay, the holiday will be treated as one.
- D. All employees will be paid an additional straight time pay at their regular hourly wage, in addition to their regular base salary, for all hours actually worked on a holiday. All employees will be paid at two times their regular hourly wage, in addition to their base salary, for overtime hours worked on a holiday. For the purposes of this section, holiday work hours shall begin at 12:01 a.m. and end at 12:00 a.m. (midnight) 24 hours later. Example: An employee who works from 1700 hours on Christmas Day until 0300 hours on December 26th as part of their regular 40-hour work week will be compensated for 7 hours additional holiday pay in addition to their regular wage.
- E. In lieu of holiday pay, Sergeants will receive paid days off for all designated holidays.

ARTICLE 7. – LEAVES

A. Annual Leave

1. All full-time employees shall earn paid vacation as follows:

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
1 day through 10 years:	1¼	15

This is the first day of employment through the completion of 10 years of employment with the City.

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
11 years through 15 years:	1½	18

This is the beginning of the 11th year of employment (10 years and First day) through the completion of 15 years of employment with the City.

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
16 years through 20 years:	1¾	21

This is the beginning of the 16th year of employment (15 years and first day) through the completion of 20 years of employment with the City.

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
21 years and over:	2	24

This is the beginning of the 21st year of employment (20 years and first day) and over.

2. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months. A temporary employee does not earn vacation leave credits.
3. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first ninety (90) days of the next calendar year or be forfeited. Employees terminating employment with the city will receive compensation for the unused vacation leave accrued provided the probationary period has been completed. Compensation for unused vacation will be paid at the present rate of pay, not including overtime.
4. Vacations must be approved by the Supervisor and the Department Head and should be scheduled as soon as possible in the calendar year and entered on the Department vacation calendar. Vacation requests may be denied due to lack of available staffing to cover scheduled shifts, lack of adequate supervision, or other situations where approval would adversely impact operations of the department.

B. Sick Leave

1. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period.

Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of the employee (refer to bereavement leave). Immediate family is defined as the employee's spouse, any member of the employee's house hold, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the employees' presence due to immediate relatives' illness or emergency. Falsification of illness or injury, or abuse of sick leave may result in disciplinary action.

2. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.
3. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days, or at such other times as directed by the City in advance to the employee. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
4. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days.
5. An employee who uses all accumulated sick leave and vacation leave hours on an extended illness will be placed on a leave of absence without pay to hold their job. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed and the employee is responsible for the cost of insurance premiums during any period where no salary or benefits are due. Family and Medical Leave Act (FMLA) may apply.
6. There shall be no duplication of benefits i.e.: sick leave, workers compensation payments, vacation, etc. for the same hours. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk.
7. Sick leave must be taken in minimum increments of one-quarter hour. Prior to using sick leave, an employee MUST inform his/her Department Head or supervisor as soon as practical, but not less than one hour before they are required to report to work. The employee must complete a standard request form and submit it to their Department Head for approval upon his return. The employee must receive advance approval for medical, dental or eye appointments. Absences improperly requested or charged to sick leave may, at the City's discretion, be charged to leave without pay. Vacation leave may be

used at the mutual approval of the employee and the City in lieu of sick leave if the employee chooses.

8. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.

C. Funeral Leave

1. Upon the death of a member of the employee's immediate family, employees shall receive up to three (3) working days (not to exceed 30 working hours for employees working scheduled 10-hour shifts or 24 working hours for all other employees) funeral leave within a seven (7) calendar day period for travel within 300 miles. Full time employees shall receive up to five (5) working days (not to exceed 40 working hours) funeral leave within a seven (7) calendar day period for travel in excess of 300 miles. All funeral leave consists of full pay, not to be counted against the employee's vacation or sick leave. Immediate family shall include: Spouses, partners, ex-spouses where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, step parents, step siblings, and the corresponding "in-law" relationships.
2. Regular part time employees will receive the same funeral leave benefits as regular full-time employees.

D. Other Leaves of Absence

Military Leave, Maternity Leave, Paternity Leave, Leaves without Pay, Family and Medical Leave, and other leaves of absences will be granted in accordance with the City Policy and Procedures Manual and applicable State and Federal Laws.

E. Jury Duty

Each full time and part time employee is encouraged to fulfill his/her public responsibility to serve on Jury Duty. The City will compensate eligible employees in accordance with the provisions of State Law for the service as a juror or a subpoenaed witness.

ARTICLE 8. – HEALTH, SAFETY AND WELFARE

- A. The health and safety of the employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report.
- B. Industrial Accident/a.k.a. Workers' Compensation: Any employee who is injured in the performance of his duties, so as to necessitate medical or other remedial treatment and render him unable to perform his duties shall be paid by the City the difference between his full salary and the amount he receives from workers' compensation until his disability has ceased, as determined by workers' compensation, or for a period not to exceed one (1) year, whichever shall first occur. Payment of such a partial salary shall be discontinued if the officer is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the officer, application therefore may be made by the City Manager. If the City Manager makes such application, it must be supported by a physician's Opinion. Whenever, in the opinion of the City, supported by a physician's opinion, the officer is able to perform specified types of temporary light duty, in accordance with City policy, payment of his regular partial salary amount shall be discontinued if he refuses to perform such temporary light duty when it is available and offered to him.
- C. False Arrest Insurance
- The Employer agrees to provide a false arrest insurance plan.
- D. Medical Examinations/Health Screening
- Employees may, at their option, undergo a routine wellness screening as determined by the City and by a health care provider of the City's choosing. The city will determine the type of screening, frequency, and location. Employees will receive advance notice of the date and time, and, once notified shall make reasonable accommodation to participate. For employees covered by City group health insurance, the City will pay the deductible, or co-payment portion of those costs directly attributable to the approved medical examination or screening. If the employee is not in the City Health Insurance group, then the City will pay the entire cost of the physical.
- E. Job safety hazards will immediately be brought before a supervisor or the department head for their review and correction. He/she will take action to correct the hazard within a

reasonable time. Miscellaneous items that can be corrected by the employee will remain their responsibility to do so.

ARTICLE 9. – OVERTIME AND CALL-OUT

A. Overtime

1. Overtime will be scheduled and/or assigned to fill vacant shifts, provide adequate staffing or otherwise meet operational needs. Management reserves the right to adjust regularly scheduled shifts to start and end earlier or later to accommodate a shift vacancy. Example: A 2100-0700 hours shift may be adjusted to 1900-0500.
2. Overtime hours will be posted on the respective department bulletin board if the hours become available at least 72 hours in advance. All eligible employees may sign up for posted overtime hours. If more than one (1) employee applies, seniority will prevail (employees will not be allowed to work over 14 consecutive hours or have less than 8 consecutive hours time off). If nobody signs up prior to 72 hours before the shift, the overtime will be assigned in reverse order of seniority (The least senior employee who is scheduled off that day). This person will be listed on the overtime sign up sheet and be assigned to work unless someone else signs up. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
3. Overtime that becomes available within 72 hours of the scheduled time to be worked will be offered on a seniority basis, giving preference to the employee with the most seniority who volunteers to work the entire number of hours. If nobody volunteers to work, the shift will be assigned to the least senior employee who is scheduled for that day off. For Dispatch, if no one signs up for the open shift, it will be split in half between the Communication Officer on the shift immediately preceding the open shift and the Communication Officer immediately following the open shift.
4. If nobody volunteers to work an entire shift, the hours may be split as agreed upon by eligible employees and with seniority prevailing.
5. Overtime hours that are 4 hours or less may be assigned to employees whose shifts are in conjunction with the overtime hours if nobody volunteers to work.

6. Pre-approved vacations or other absences may be taken into consideration when assigning overtime to the least senior employee.

- B. All hours worked, including Sick and Vacation time (used in place of regular work hours), over 40 hours will be paid at time and a half (1 ½), provided that the hours have not already been paid at time and a half (1 ½). Hours will only be counted once; no hours will be double counted. This section applies to all employees of the department – full and part time.

- C. "Work week" is defined as a seven (7) consecutive calendar day period beginning at 0000 hours on Sunday and ending at 2400 hours the following Saturday.

- D. All call-out time, a minimum of two (2) hours or actual hours worked, whichever is greater, will be paid at time and a half (1 ½). The call-out hours shall be counted as overtime hours and not as part of the 40-hour work week specified in Article V, section (A)(2). Call out time is considered an unscheduled request to report to duty, with less than 4 hours notification, and not coinciding with previously scheduled work times.

- E. LPDEA employees shall receive a minimum of three (3) hours for Court Call outside of the work shift, except for Court Call hours worked within one hour preceding or following previously scheduled work hours. These will be counted as a minimum of one hour, or the actual time spent. Court Call hours will be counted as hours worked toward the 40-hour work week specified in Article V, section (A)(2).

- F. Training Pay – ALL EMPLOYEES
 1. If the City requires an employee to attend training or educational programs, the City will pay all costs pertaining to the training or educational program. Attendance at mandatory training sessions and out of town travel time will be considered time worked and count toward the 40-hour work week. Travel time to and from local training sessions is not considered time worked. The City may adjust the employees weekly work schedule, such as providing alternate days off, if training time will result in an employee accumulating over 40 hours in a work week.

 2. If an employee desires to voluntarily attend training, they shall submit a written request to attend training to the department head, or their designee, describing the content, schedule, location, costs and reasons for the training. Request shall be granted on an individual basis, based on the benefits for the department and the employee, and considering budgetary allowances. Voluntary training time, including travel time, shall not be considered time worked. The City may provide an alternate day(s) off if an employee attends approved training on their day(s) off. In the event

the request is denied, and the employee chooses to pay for their own training, the employee must receive authorization to be absent from work if the training is during work hours.

3. While an employee is attending the MLEA Basic Course, the employee will be compensated at the regular rate of pay, with all other employment benefits, for 40 hours in a workweek. An employee will not be paid for time spent during training over 40 hours in a workweek.

G. Continuing Education Reimbursement

1. The City of Livingston encourages employees to continue their education. The City agrees to reimburse an employee 50% of tuition costs and 100% of book costs upon the successful completion of an approved planned program directed toward a job-related degree. To be eligible to participate in the reimbursement program, employees must agree to a planned program of courses leading to a job-related degree and receive prior written approval from the department head and the City Manager. Once their plan has been accepted by the City, employees need only to submit individual course enrollment to the department head for approval. Reimbursement will be made following the successful completion of each semester's courses.
2. For budgeting purposes, all requests shall be submitted to the department head no later than April 1st of any year. Approval will be granted pending budget limitations.
3. All course books and materials shall become property of the City of Livingston. Any books not desirable to the City shall be sold back to the College Book Store with the funds being returned to the City or may be purchased from the City by the employee for an amount equal to what the College Book Store would have paid.
4. Course attendance is considered voluntary and outside the regular work schedule. The City of Livingston will not compensate an employee for time spent in class, study, projects or any additional time an employee may direct toward the completion of the course. An employee's time involved in course studies will not count toward premium pay, holiday pay or overtime.
5. Communications Officers shall complete a guaranteed minimum of 40 hours of POST certified training annually at the expense of the City to enhance professional skill sets. This training may be completed in class, online or by other means approved. The Communications Officers' training budget shall be increased from \$3000 to \$4000. An additional \$2000 will be allocated by City for training travel.

ARTICLE 10. – POLICIES AND PROCEDURES, RULES AND REGULATIONS

The Employer agrees to furnish each employee here under with a copy of the City Policy and Procedures Manual, Departmental Policy and Procedure Manual, Rules and Regulations and other policies of employment, and agrees to furnish each employee with a copy of any changes. LPDEA employees hereby adopt the City of Livingston Personnel Policy and Procedures Manual in effect July 2015, including the Alcohol and Controlled Substance Use and Testing, and subsequent revisions, and agree to comply with all provisions that do not conflict with this agreement. The Association agrees to appoint a representative to the City Policy and procedures Review Committee to review the manual and forward recommendations to the City Manager for approval.

ARTICLE 11. – MANAGEMENT RIGHTS

- A. The City and its management retains all rights to manage and operate its organization. Such rights shall include such areas as, but not be limited to:
- Direct employees
 - Hire, promote, transfer, assign, and retain employees;
 - Relieve employees from duties because of lack of work, or funds or under conditions where continuation of such work would be inefficient and nonproductive;
 - Maintain the efficiency of government operations;
 - Determine the methods, means, job classifications and personnel by which government operations are to be conducted;
 - Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
 - Establish the methods and processes by which work is performed. These rights shall not abrogate the terms of this agreement set forth in other Articles.
- B. As a new civilian employee, the first one (1) year is a probationary term. As a new Police Officer, the first one (1) year is a probationary term. At any time before the end of the probationary term, the City Manager may revoke such appointment in accordance with law.
- C. In order to accommodate a reasonable amount of training, management may alter the canine handler's work hours or work schedule as necessary, and as scheduling allows, to allow flexible and variable canine training hours that are required to maintain working proficiency. Authorized training hours will be documented by the canine handler and are

considered part of the 40-hour work week. Unless specifically authorized ahead of time, additional training time is considered voluntary. The canine handler agrees to attend an annual 40-hour refresher training and recertification course with an approved nationally accredited NAPWDA Master Trainer (preferably Excel Canine Services, Inc. or otherwise meeting standards as recommended in any purchasing agreement with a canine service) to maintain NAPWDA certification in patrol related and special purpose areas. This refresher training and recertification will be considered mandatory training, with the City paying wages and expenses in accordance with Article IX, Section C of this agreement.

ARTICLE 12. – SENIORITY

- A. There shall be 2 (two) seniority lists, one for each work area – (1) Sworn Officers (authority to arrest) and (2) Non-sworn employees, Communications enforcement. The list shall be posted on the bulletin board and revised as necessary.
- B. Employees shall have the right to protect their seniority designations if they believe an error has been made.
- C. Part time employees will earn seniority based upon .5 FTE per year.
- D. Lay-offs caused by reduction in force shall be in order of seniority within the work area within the respective Department; that is, the employee last hired shall be the first released. Full time and part-time employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the work area within the respective Department; that is, the last employee released as a result of reduction in force shall be the first rehired. The Employer shall notify such employees to return to work and shall furnish the Association Secretary a copy of such notices. If the employee fails to notify the Employer within ten (10) working days of his/her intention to return to work, the employee shall be considered as having forfeited his/her right to re-employment.

Employees who terminate their services or are terminated by the City will be furnished upon request a letter stating their classification, length of service and reason for leaving or termination.

ARTICLE 13. – DISCIPLINE

- A. Upon suspected violation of federal, state or local laws, City policies or procedures, employee conduct/behavior/performance standards, or department policies, procedures or rules and regulations, the employee may be subject to disciplinary action. Discipline

will be for good cause. A discipline guide was mutually developed and agreed upon during the 2015 negotiation process.

B. Procedure

1. Allegations of wrong-doing shall be investigated by the department head, or his/her designee, such as a supervisor, or as directed by the City Manager.
2. As determined during the investigative process, the employee will be advised of the allegation and shall be given an opportunity to voluntarily respond orally or in writing.
3. If an investigative interview is requested, the employee will be notified in writing of the time and location. They will be given reasonable advance notice and informed in writing of the suspected violation and in general terms what the interview will be regarding. The City may compel employees to answer questions. Refusing to answer questions upon demand is considered insubordination and will subject an employee to disciplinary action up to and including termination. Investigative interviews will be audio recorded.
4. In situations where disciplinary action may be taken, employees have the right to request an attendee of their choosing (ie. Union representative, co-worker, attorney) to be present during any interview. The attendee is permitted to clarify questions being asked to the employee and give advice to the employee, but they cannot bargain with the City, answer questions for the employee, prevent the employee from answering questions, advise the employee to give false or misleading answers, or otherwise interfere with or disrupt the investigation.
5. Employees are afforded protection under the "Garrity Rule," in which compelled statements made to the City under threat of disciplinary action, and pursuant to an internal investigation, will be used for internal purposes only and will not be used against the employee as part of any criminal investigation.
6. Upon completion of the investigation, the department head and/or their designee will notify the employee in writing that the investigation has been completed and scheduling a time and place to meet for the purpose of discussing the investigative findings and to give the employee an opportunity to provide any additional or clarifying information.
7. During a follow-up meeting with the department head and/or their designee the employee will be provided written notice of the findings, to include specific

disciplinary action, if any. The employee will sign the document as proof of receipt and a copy will be provided to them.

8. If an employee disagrees with a specific instance of discipline or termination action, the employee has the right to add a rebuttal letter to the documentation placed in the personnel file for the corresponding disciplinary action. The rebuttal letter must be received by the city within ten (10) working days of the final disciplinary action. The rebuttal will be placed in the personnel file with no additional comment, investigation, or removal of objected materials by the City. Lack of review and/or comment regarding a rebuttal by the City does not indicate agreement with its contents.
9. At any time during the investigation, the employee may be placed on paid administrative leave. This shall not be considered a disciplinary action.

C. If discipline is warranted, it will be rendered in one of the following forms:

1. **Verbal Counseling**

The City Manager and/or designee will meet with the employee and explain the problem and the necessary corrective action. The City Manager and/or designee will also outline the time period in which the employee must correct the problem and the consequences should the employee not comply. This meeting and the issues discussed will be documented in writing as a record of verbal counseling on a standard form provided by the City. The employee and the City Manager and/or designee will sign the record of verbal counseling, which attests that the meeting took place, the employee understood the problem, and the corrective action required.

The record of verbal counseling will be given to the employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling file' maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of verbal counseling will be destroyed. If a second disciplinary issue, of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

2. **Written Reprimand**

The City Manager and/or their designee will document the problem in the form of a written reprimand. They will meet with the employee, present the letter, and explain the problem. During the meeting they will clarify the necessary corrective action, the time period to comply, and the consequences should the employee not satisfactorily complete the necessary action. The letter to the employee will clarify that the employee is receiving a written reprimand as part of the formal disciplinary procedure. A copy of the written reprimand must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and received the written reprimand. A copy of the written reprimand will be given to the employee and a copy placed in the employee's personnel file.

3. **Suspension (without pay)**

The City Manager and/or their designee will document the problem in a letter to the employee and indicate that the employee is being suspended without pay. They will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline. During the meeting they will clarify the necessary corrective action, the time period to comply, and the consequences should the employee not do the necessary action. The letter to the employee will clarify the effective dates of the suspension, the date that the employee is to return to work and the work schedule. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and that the form of discipline was suspension. A copy of the letter will be given to the employee and a copy placed in the employee's personnel file.

4. **Demotion – Loss of Duty**

The City Manager and/or their designee will document the problem in a letter to the employee and indicate the specific conditions of the demotion to include modified job duties and compensation, as warranted. They will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline received. During the meeting, they will clarify the necessary corrective action, the time period to comply and the consequences should the employee not do the necessary action. They will determine if the demotion is a temporary disciplinary measure or a permanent job modification. In the event the demotion is a permanent job modification, the employee's job description will be updated to reflect such. A copy of the letter must be signed by

the employee that attests the employee participated in the meeting, understood the problem and the corrective action required and that the form of discipline was a temporary or permanent demotion and loss of job duties/responsibilities. The payroll clerk will be notified of the employee's modified job classification. A copy of the written documentation will be given to the employee and a copy placed in the employee's personnel file.

5. Termination

If the appropriate disciplinary action is termination, a letter to the employee will document the problem and summarize the results of the investigation. The letter will detail the effective cause and date of termination. The letter shall also include a copy of the appropriate Grievance Procedure Policies advising the employee of their right to use the procedures.

- D. If the employee doesn't agree that the discipline was warranted or if they consider the disciplinary action inappropriate, the employee may follow the collective bargaining grievance procedure or applicable law.

ARTICLE 14. – GRIEVANCE PROCEDURE

- A. It is the intent of the City to encourage employees to bring to the attention of management their complaints about work related situations and to communicate their concerns or complaints. If a complaint is unresolved, this formal grievance procedure is provided to appeal any decision by management.
- B. A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees. An employee will initially attempt to resolve the grievance informally with the immediate Supervisor.
- C. For the purpose of this article, 'working days' are defined as Monday through Friday excluding holidays.

STEP I – When an employee cannot resolve the grievance informally, the employee should bring the matter formally, in writing to the immediate Supervisor, within ten (10) of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate Supervisor will give a written response within ten (10) working days.

STEP II – If the employee is not satisfied with the Supervisor’s response, or the Supervisor fails to respond within ten (10) working days, the employee may appeal in writing to the department head within ten (10) working days of the Supervisor’s decision or failure to respond. The department head will review the grievance with the employee and Supervisor and issue a decision within ten (10) working days.

STEP III – If the employee is not satisfied with the department head’s response, or the department head fails to respond, the employee may appeal in writing to the City Manager within ten (10) working days of the department head’s decision or failure to respond. The City Manager will review the grievance and the decisions of the Supervisor and department head and may call a meeting with the grievant and his/her representative. A decision will be communicated to the employee within fifteen (15) working days.

STEP IV – If the decision of the City Manager is not satisfactory, the employee and/or his representative may have the grievance arbitrated by an impartial third party upon written request. If the Association desires to take the issue to arbitration, the Association shall provide written notice to the City within fifteen (15) days of receipt of the City Manager’s decision. Within five (5) working days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Board of Personnel Appeals. Within five (5) working days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator.

- C. The Arbitrators fees shall be shared equally by the aggrieved party and the City. The Arbitrator shall have no authority to alter, amend or delete any Policy of the City, or provisions of this Agreement. The Arbitrator shall render a decision within thirty (30) working days of any Hearing or within thirty (30) days after the deadline for submission of briefs requested by the Arbitrator after the hearing and such decision shall be final and binding on both the aggrieved employee and the City.
- D. State law shall apply in all suspensions and/or dismissals that are not in conflict with the above paragraphs and the state law for suspensions and/or dismissals shall be followed.

ARTICLE 15.- JOB POSTING

The parties hereby adopt the City of Livingston Policy and Procedures Manual in the filling of vacancies and job postings.

ARTICLE 16.- COMPENSATION

- A. Salaries and Wages – Conditions relative to and governing wages, salaries, longevity, and other benefits not previously covered in the Agreement, are contained in Addendum A of this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
- B. Equal Pay for Equal Work / Working Out of Classification.
 - 1. In the event a Shift Commander (Sergeant) is absent from an assigned shift, a senior officer will be in charge. When there is no Sergeant is on shift, the senior officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Shift Commander. The senior officer is determined to be the patrol officer, excluding the Chief of Police, Assistance Chief of Police, and the detective (unless assigned to patrol duties) who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior officer shall receive the Shift Commander rate of pay starting on the third work week, retroactive to the first day, and continue until a Shift Commander returns to the shift. When the Sergeant is on shift, with the senior officer, the Senior Officer will basically function as a regular patrol officer.
 - 7. In the event a Communications Supervisor is absent from an assigned shift, the senior communications officer working that shift will be in charge. When there is no Communications Supervisor on shift, the senior communications officer on duty will be paid an additional \$1.25 per hour for actual hours worked during the absence of the Communications Supervisor. The senior communications officer is determined to be the communications officer who has the most longevity with the department. If this absence exceeds two (2) work weeks, or 80 consecutive working hours, the senior communications officer shall receive the Communications Supervisor's rate of pay starting on the third work week, retroactive to the first day, and continue until a Communications Supervisor returns to the shift. When a Communications Supervisor is on shift with a senior communications officer, the senior communications officer will basically function as a regular communications officer.
- C. Paid Sick, Vacation and funeral leave used in place of regular work hours shall be counted as hours worked.
- D. The City of Livingston shall provide one hundred (100) rounds of handgun ammunition, twenty-five (25) rounds of rifle ammunition, and twenty-five (25) rounds of shotgun ammunition per month for target practice for police officers. Management may issue the monthly ammo during specified training or formal practice sessions to ensure that

ammo is being used for appropriate training purposes. If an officer doesn't attend a departmental training, the officer must show reasonable proof that the previous month's allocation of ammunition was utilized before the next month's allocation will be given out. Exception to the distribution policy may be granted by the Chief of Police in special circumstances.

- E. The City shall provide a two to four (2-4) hour block of instruction each month for training purposes. Training will be conducted under the guidance and planning of management, but all uniformed personnel are encouraged to provide input to the department head on training subjects. Absences must be approved by the administration prior to training. The Employer reserves the right to cancel no more than three trainings per calendar year.

ARTICLE 17. – WAGES, CERTIFICATIONS, ETC.

- A. The attached base pay schedule, specified as Addendum "A", is part of this contract and reflect the following general base pay wage increases for all employees.

- 1. All employees will receive a 4.0% base wage increase starting 7/1/2018
- 2. All employees will receive a 3.0% base wage increase starting 7/1/2019

- B. Patrol Officer Pay Classifications

- 1. Probationary Patrol Officer – A newly hired officer who has not completed their one-year probationary period.
- 2. Patrol Officer I Classification – An officer who has completed their one-year probationary period and has been appointed to permanent status.
- 3. Patrol Officer II Classification – An officer who has 4 years of service and has successfully completed 200 hours of POST certified schooling (not including MLEA basic training hours).
- 4. Patrol Officer III Classification – An officer who has 6 years of service and possesses Post Intermediate Certification.
- 5. Lateral Transfer – For purposes of pay classification only, a newly hired officer who possesses or is eligible to possess Montana POST Basic Certification may assume the appropriate pay classification if they meet the criteria based on their experience with another law enforcement agency.

C. DEPARTMENT CERTIFICATIONS:

1. For each Certification (in any order) the City will compensate per month per employee receiving certification as follows:

a. Police Officer Only:

(1)	P.O.S.T Advanced	25.00
(2)	P.O.S.T. Instructor's Certification	20.00
(3)	Field Training Officer (FTO) while working with a probationary officer	.75 per hour
(4)	P.O.S.T. Command	25.00
(5)	P.O.S.T. Administrative	25.00

b. Communications Officers Only:

(1)	P.O.S.T. Supervisory	25.00
(2)	P.O.S.T. Command	25.00
(3)	P.O.S.T. Administrative	25.00
(4)	Terminal Agency Coordinator	25.00
(5)	Dispatch Teletype Criminal History Level	25.00
(6)	EMD	25.00
(7)	Certified Communications Training Officer compensation while working with a probationary communications officer during that officer's first 12 weeks of employment	.75 per hour

c. Certifications Available to all Department Personnel:

(1)	Maintenance of First Responder	50.00
(2)	First Responder Instructor	60.00
(3)	EMT	80.00
(4)	Possession of Associate's Degree (any discipline)	5.00
(5)	Possession of Baccalaureate Degree (any discipline) or Associate's Degree in Law Enforcement or Criminal Justice	10.00
(6)	Possession of a Baccalaureate Degree in Law Enforcement or Criminal Justice	15.00
(7)	'Good Governance' Certification (MSUExt)	.25 per hour

2. Personnel achieving more than one medical-related certification shall be compensated at the highest value.
3. Designated School Resource Officer(s) shall receive a stipend of \$150 per month
4. Designated Detective (s) shall receive a stipend of \$300 per month.
5. Designated Code Enforcement Officer shall receive a stipend of \$150 per month.
6. The LPDEA and the City agree that an employee's overall health profile is a significant factor in the retention of employees. Both parties agree to improve and maintain the health of LPDEA members by instituting a Wellness Initiative as set forth herein based on the Coopers Standards physical agility testing (Cooper) or the Montana Physical Ability Test (MPAT). Participation in this initiative is voluntary. Employees who choose to participate will be awarded compensation hours for successfully passing the agreed upon tests.

a. Cooper Tests will include:

- (1) Sit ups: The test is administered by lying prone on your back, knees bent at a 90% angle, heels flat to the floor, hands cupped behind the head and fingers interlaced until the little fingers at least touch each other. Move to the up position, touching the elbows to the knees, then return to the lying prone position until the shoulder blades touch the floor. The employee shall not raise their hips off the floor to gain momentum to perform the sit up. The score shall consist of the total number of complete sit ups in one minute.
- (2) Push ups: The test is administered by starting in the prone position, with the palm of the hands directly in line with the outer edge of the shoulders, thumbs under the shoulders and arms extended. The feet are no more than eight inches apart with toes touching the floor. The back and legs are rigid and in line from heels to shoulder blades and to the back of the head. Start in the up position and lower body towards the floor with back straight and rigid until the chest touches a block (or fist) then pushes back up to the start position. This shall be competed repetitively for one minute. The score shall consist of the total number of completed push ups in one minute. Optional "modified push ups" may be administered to females. Modified push ups are

administered with the female employee starting with knees on the floor and ankles crossed, with the palm of the hands directly under the shoulders and arms extended. The remainder of the push ups are the same.

(3) 1.5-mile run: Employees will run a prescribed and mutually agreed upon 1.5 miles course in the least amount of time possible. Score is determined by actual minutes and seconds recorded from the time of start to the prescribed finish line. An option is from the Sacajawea Park area, along River Drive, onto View Vista Drive and then east terminating at or near Mayor's Landing.

b. Tests will be coordinated and administered by the Union approximately every 6 months in the spring and fall, most likely November and May during suitable weather for running outside. The first test will be administered in July. Tests will be conducted during the same day and in close proximity to one another, with the date and time announced two weeks prior by posting a notice on the bulletin board and via e-mail to all employees.

c. Compensation will be awarded as follows:

Completion Time	Pay Award	Comp Time Award
4 minutes 30 seconds or less	\$750	30 hours
5 minutes 30 seconds or less	\$500	20 hours
6 minutes 30 seconds or less	\$250	10 hours
Over 6 minutes 30 seconds	\$0	0 hours

Each officer will have the opportunity to take the test when administered. The highest level achieved will be awarded for each test cycle. An officer may choose at the time of each cycle if he/she wants a pay or comp time award (pay and comp may not be combined in a single cycle.)

Compensation time used must be approved by a supervisor or management, contingent upon adequate staffing to cover shifts, and must be used within 6 months following testing or the awarded hours will be forfeited.

E. LONGEVITY

Each Police Officer and Communications Officer shall receive ½% of their monthly base wage per month for each year of employment dating from the employee's anniversary date of employment.

F. INSURANCE

1. The City will increase the insurance stipend by 3.7%, subject to the flexplan rules, which in total equates to \$785 starting 7/1/2018 toward this health insurance coverage into a FLEX Plan account for full time employees. If an employee is receiving enough Insurance contribution from the City to pay at least the single rate, then that employee must be enrolled in the group plan.
2. If a part time employee works at least an annual average of 20 hours per week, the City will pay the difference between employee prorated insurance benefit to provide single health insurance coverage under the City of Livingston group, and no additional FLEX Plan benefit.
3. If an employee works less than an annual average of 20 hours per week, that employee shall have one of the following options:
 - a. Pay the difference between employee prorated insurance benefit to receive single health insurance coverage under the City of Livingston group.
 - b. Not receive group health insurance coverage, nor any prorated insurance benefits.
4. The employee shall pay for any increase in premium amounts over those above the City's contribution. The City may change carriers providing substantially the same coverage, however any changes in coverage would be mutually agreed upon between both parties.

G. UNIFORMS ALLOWANCE

1. Police Officers shall receive one thousand dollars (\$1,000) each year for uniform and equipment purchases. One-fourth (¼) of such sum be due and payable at the end of each three (3) months of employment.

2. Communication Officers shall receive one thousand (\$1,000) each year for uniform and equipment purchases. One-fourth ($\frac{1}{4}$) of such sum will be due and payable at the end of each three (3) months of employment.
3. Regular part time employees will receive the same uniform allowance as regular full-time employees.

H. SHIFT DIFFERENTIAL

1. All employees working between the hours of 7 p.m. until 7:00 a.m. shall receive an additional one dollar (\$1.00) per hour.
2. Communications Officers shall receive an additional fifty cents (0.50) per hour for all shifts, as compensation for their being unable to leave the Law Enforcement Center.

I. CELL PHONE ALLOWANCE FOR OFFICERS

The City recognizes that cell phones are a valuable tool for officers in the performance of their duties. Officers who possess a personal cell phone and consistently utilize it for official business shall receive \$10 per month, paid quarterly, compensation pay to offset their personal costs.

J. COMMUNICATIONS OFFICERS CAREER LADDER

1. Communications officers shall receive the followed stepped career ladder increases:
 - a. 1 year of longevity AND completion of Basic Certificate shall receive \$1.00 per hour increase to base wage;
 - b. 5 years of longevity AND completion of Intermediate Certificate shall receive \$1.00 per hour increase to base wage;
 - c. 10 years of longevity AND completion of Advanced Certificate shall receive \$1.00 per hour increase to base wage.

ARTICLE 18. - RESIDENCY

Employees shall be subject to the residency requirement set forth in Section 4.4.12 of the City of Livingston Personnel Policy and Procedures Manual.

ARTICLE 19. - NO STRIKE - NO LOCKOUT

The Association and the Employer agree that there will be no strike or lockout during the term of this Agreement.

ARTICLE 20. - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, both parties agree to inform the other of their knowledge of the issuance of the decision and upon written request of either party, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 21. - TERMS OF AGREEMENT

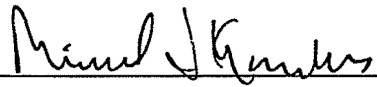
This Agreement shall remain in full force and effect from July 1, 2018 until June 30, 2020.

It is the intent of both parties to have these negotiations resolved by May 31st of the same year. The agreement shall automatically renew from year to year thereafter unless either party notifies the other in writing, at least sixty (60) days prior to its termination date that it desires to terminate the Agreement or to make changes. Contract wording changes may be made ONLY when mutually agreed upon by the City and the Association.

In the event the Employer and the Association are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated, the agreement will remain in effect until a new agreement is reached.

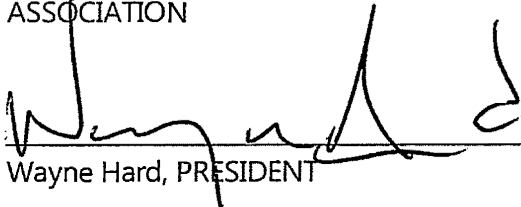
IN WITNESS WHEREOF THE PARTIES HERETO, Acting by and through their respective and duly authorized officers and/or representative, have hereto set their hands and seals on this 19th day of June, 2018.

FOR THE CITY OF LIVINGSTON



Michael Kardoes, CITY MANAGER

FOR THE LIVINGSTON POLICE
DEPARTMENT EMPLOYEES
ASSOCIATION



Wayne Hard, PRESIDENT

ATTEST:



Lisa Harreld, Recording Secretary



DARCY DAHLE, MPEA FIELD REP



QUINTON NYMAN
MPEA EXECUTIVE DIRECTOR

ADDENDUM A – Base Pay Schedule

Position	2017-2018 Base Salary	2018-2019 Base Salary	2019-2020 Base Salary
Probationary Patrol Officer	40,775	42,406	43,678
Patrol Officer 1	41,585	43,248	44,546
Patrol Officer 2	42,943	44,661	46,001
Patrol Officer 3	44,212	45,980	47,360
Sergeant	52,109	54,193	55,819
Communications Officer	31,011	32,251	33,219
Communications Shift Supervisor	31,011	35,000	36,050

ADDENDUM B – Discipline Guide

Remains same as Contract 2017-2018.