



Collective Bargaining Agreement

by and between

City of Livingston and IAFF Local 630

July 1, 2020 through June 30, 2025

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LABOR AGREEMENT

This agreement is entered into by and between: the CITY OF LIVINGSTON, Livingston, Montana, hereinafter referred to as the EMPLOYER; and LOCAL # 630, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the UNION.

It is the purpose of this Agreement to provide a framework for the City of Livingston and IAFF Local 630 for the provision of exceptional Fire Fighting and EMS service to citizens of Livingston, MT and Park County. Additionally, this Agreement strives to provide equitable compensation to the members of the Union and provide a simple, effective framework for the City to administer services. Lastly, this Agreement will facilitate harmonious relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise.

ARTICLE 1 – RECOGNITION

Section 1.1- Recognition -The Employer recognizes the Union as the exclusive agent for employees of the Livingston Fire & Rescue Department, excluding the following classifications:

- *Fire Chief
- *All Reserve members

Section 1.2 – Shift Qualified Reserve – A Shift qualified reserve shall be defined as a member of the reserves who has achieved the certification of Firefighter I & EMT.

Section 1.3 – Ambulance Qualified Reserve – An ambulance qualified reserve shall be defined as an individual with an EMT certification.

ARTICLE 2 – UNION SECURITY

Section 2.1 – Agency Shop – Any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge as a contribution toward the administration of this agreement.

Section 2.2 – Maintenance of Membership – Each employee who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member after the date, shall, as a condition of employment, maintain their membership in the Union.

Section 2.3 – Union Dues – Union dues and/or service charge, as certified by the Secretary-Treasurer of the Union, will be withheld from each employee's pay by the City upon written authorization of the employee, and at the end of each month the withholdings will be forwarded to the Secretary-Treasurer of the Union.

Section 2.4 – Discrimination – The Employer agrees not to discriminate against an employee for his/her activity in behalf of, or membership in, the Union. The Employer and Union agree that there be no discrimination against any employee because of race, creed, color, religion, national origin, age, marital status, or sex.

ARTICLE 3 – PREVAILING RIGHTS

Section 3.1 – Prevailing Rights – All rights and privileges held by the employee at the present time which have not been included in any manner in this Agreement shall remain in force, unchanged and unaffected. These rights are defined as any working condition or use of the work facilities that is not covered in the collective bargaining agreement, but that is followed by both parties (or followed by one party and not challenged by the other) over a period of time.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 4.1 – Management Rights – Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights:

- A. To reprimand, suspend, discharge, or otherwise discipline employees, for cause;
- B. To hire employees, determine their qualifications, and assign and direct their work;
- C. To promote, demote, transfer, lay-off, recall to work, and rehire employees;
- D. To set the standards of productivity, and/or the services to be rendered;
- E. To maintain the efficiency of operations;
- F. To determine the personnel, methods, means, organizational structure, job classifications, and facilities by which operations are conducted;
- G. To control and regulate the use of machinery, tools, equipment, and all other property of the Employer;
- H. To determine the number, location and operation of departments, divisions, and all other units of the Employer;
- I. To issue, amend and revise policies, rules, regulations, and practices;
- J. To take whatever action may be necessary to carry out the missions of the agency in situations of emergency;

Failure of the Employer to exercise any right, prerogative, or function in a particular way, shall not be deemed a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement. The above enumerated management rights are understood to be exclusive rights of management. These rights shall not abrogate the terms of this Agreement.

ARTICLE 5 – POLICY & PROCEDURES

Section 5.1 – Policies and Procedures – Any policy contained within the City of Livingston Personnel Policy Manual, effective before July 01, 2016 and not contrary to any item covered by this Agreement shall be controlling in the absence of any other written agreements between the Employer and the Union.

Section 5.2 – Policies Affecting Working Conditions – The Employer agrees that any subsequent policy or procedure changes which affect working conditions and performance shall be subject to the grievance procedure. If such policies or procedures propose to change working conditions, such changes will be collectively bargained by both parties.

Section 5.3 – Use of Fire Station – Fire and Rescue employees may use the fire station for minor maintenance (drivable on 10 minutes' notice) and washing of their personal vehicles and equipment, after 1800 hours during the weekday and after 1200 hours on weekend days with permission of the Officer in Charge. Such work shall stop at 2200 hours. The Officer giving permission for such use should take into consideration outside weather conditions, so that Fire Department equipment is not left outside with the engine running during inclement weather while work is being done on personal vehicles and equipment. Employees shall not use consumable department supplies (oil, soap, etc.) for the purpose of the activities permitted above. The Officer in Charge, or the Chief, may limit or prohibit personal use of the fire station at any time.

Employees shall provide the Employer with a copy of their vehicle insurance policies.

ARTICLE 6 – WAGES, HOURS, HOLIDAYS

Section 6.1 – Wages, Time Keeping and Payperiod – See Appendix 'A' for wages. All time keeping shall be in 30 minute increments. Payperiod is defined as all compensated hours between the first through the fifteenth of the month and the sixteenth through the last day of the month. Shift Captains are responsible to review all timekeeping records for their shift prior to leaving the station at the end of each shift. Standards for rounding are as follows: 0-14 minutes do not round up, 15-44 minutes' rounds to .5 of the hour, 45-59 minutes' rounds to the next full hour.

Section 6.1.1 – Health insurance premium contribution, as related to retirement calculation – The City's contribution toward employee health insurance will be added to the employee's gross pay for purposes of computing retirement compensation. As part of this collective bargaining agreement, employees are required to authorize a payroll deduction from the employee's gross pay equal to the City's contribution toward employee's health insurance. This deduction from the employee's gross pay will be paid to provide health insurance benefits for employees.

The purpose of including the City's contribution toward employee's health insurance in the employee's gross pay is solely for the purpose of augmenting the employee's eventual retirement benefit. The purpose of including the City's health insurance contribution in the employee's gross pay is not to result in additional net income to the employee. It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income – causing a decrease to the net income of the employee. The City's additional expenses due to rolling health insurance into the base pay for purposes of retirement computation shall be recognized as part of the base for wage parity comparison purposes with other jurisdictions. It is also acknowledged that the inclusion of the City's health insurance contribution in the employee's gross pay does not by its nature affect overtime compensation, future pay increases, or other similar benefits. In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay affects overtime compensation then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay, or benefit, to carry out this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

Section 6.2 – Overtime Pay – Overtime is defined as hours worked in excess of 121 hours in the defined 16 day work period. Overtime [except for the non-shift workers positions, see Section 6.2.1 will be compensated at 1 ½ times the regular hourly rate for all hours worked in excess of 121 hours in the defined 16 day work period, as set forth in Section 7 (K) of the Fair Labor Standards Act. Sick leave, scheduled vacation, and bereavement leave shall accrue towards the 121 hours. There shall be no pyramiding of overtime or premium rates.

Premium hours in excess of 121 hours in a 16 day period shall not be added to the hours worked. Premium hours less than 121 hours in a 16 day period shall be counted as hours worked until hours worked exceed the 121 hour limit.

Non-Emergency call backs below and above 121 hours in a 16 day period are compensated at a premium rate with the exception of call backs on a holiday which is compensated at the rate of double time.. Compensation for emergency call backs is calculated as set forth in Section 6.3.1, with the exception for a call back on a holiday which is compensated at a rate of double time.

Section 6.2.1 – EMS Chief and Operations Chief, Overtime- Since the EMS Chief and Operations Chief work a standard forty-hour week, they will be paid overtime at the rate of 1 ½ times the regular hourly rate for all hours worked in excess of 40 hours within the work week.

The EMS Chief and the Operations Chief are not considered as part of the overtime rotation until all options including reservists have been exhausted.

Section 6.3 – Call Back– All employees covered by the terms of this Agreement who are called back to work while off-duty for an emergency situation will receive a minimum of one (1.0) hour call back pay and shall be compensated at a rate of 1 ½ times the regular hourly rate for up to the first one hour of call back status. Compensation for the initial call back will be considered compensation for all call backs within that hour. Additional time spent on call back status will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate. Call back on holidays will pay two times the regular hour rate for up to the first hour and will then be compensated at 1.5 times the regular rate.

Section 6.4 – Shift Coverage– An employee filling in for another's leave shall be on a rank for rank basis and compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent on shift will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

Section 6.5 – Special Events – Employee's providing coverage for special events will be compensated at a rate of 1 ½ times the regular hourly rate of pay for two hours. Additional time spent covering special events will be compensated at the appropriate regular hourly rate, overtime rate, or holiday rate.

Section 6.6 – Transfer Pay - Paramedics and Critical Care Paramedics will be compensated at the rate of 1 ½ times the regular rate for transfers. Paramedics and Critical Care Paramedics will receive the below incentive pay for participation in inter-facility transfers:

- All transfers for BLS, ALS, and Flight Team level of care qualify for \$100 transfer incentive for off-duty personnel.
- All transfers for Critical Care Critical Care level of care qualify for \$150 for off-duty and on-duty Critical Care endorsed paramedics. Transfers must meet qualifications for Critical Care level of reimbursement.

- On duty-personnel shall make a minimum of two attempts to page in off-duty personnel for non-emergent patient transfers. If no off-duty personnel are available, on-duty personnel may be sent at the discretion of the Captain/Watch Commander, and/or the Fire Chief, dependent on availability.
- In-town transfers shall not qualify for incentive pay.

Critical Care transfers shall be defined as any transfer which is billed at a Critical Care Rate.

Section 6.7 – Holidays – All members of the Fire Department shall receive thirteen paid holidays per year and any day declared a holiday by the City. Holidays are as follows:

New Years Day – January 1
 Martin Luther King, Jr.'s Birthday
 President's Day
 Good Friday
 Memorial Day
 Independence Day – July 4
 Labor Day
 Columbus Day – October 12
 General Election Day (even numbered yrs)
 Veteran's Day
 Thanksgiving Day
 Christmas Day

Section 6.8 – Holiday Pay -- Each member shall receive holiday pay every pay period based on the following formula: Base pay plus an individual's longevity and certification pay if any, multiplied by 24 pay periods, divided by 2080 hours, equals that individual's hourly rate, multiplied by 104 hours, divided by 24 pay periods, equals the holiday pay for one pay period to that employee (4.33 hours' equivalent each pay period). Union holidays begin at midnight (000 hours) and end at 23:59 hours. Employees who actually work on a holiday shall be compensated at a rate of 1 ½ times the regular hourly rate for hours worked during the time of the actual holiday.

Section 6.9 – Working out of Classification – Any member covered by this agreement who is required to accept the responsibility and carry out the duties of a position of rank above that which they normally hold, shall be paid at the rate for that position or rank while so acting.

Section 6.10 – Shift Exchanges – Employees shall have the right to exchange shifts when the change does not interfere with the best interest of the Fire Department and is approved by the Fire Chief, who may delegate his/her authority. The hours worked will be logged under the employee who originally was scheduled for the shift as if they were actually working the shift and the City is not required to compensate the employee who exchanged shifts with the originally scheduled employee. An employee who has exchanged shifts cannot respond for Call Back or Transfers since they are viewed as already working that shift. Such an employee may respond to an All Page.

Section 6.11 – Overtime Scheduling – Overtime will be filled on an equivalent rank basis first from a list of the members based on seniority, qualifications, with the least financial impact, and as equally distributed as the work schedule allows. Members will have the opportunity to refuse such overtime. If insufficient members are available to staff a shift, the next member on the Shift Qualified Reserve list will be called. If all part time employees are unavailable for the shift, the Firefighter with the lowest hrs.

coming off shift shall remain on-duty until the shift can be filled or command staff specifically, the EMS Chief and Operations Chief, may be utilized for overtime shift coverage.

Section 6.12 – Certification Pay – Certification Pay is offered by the City to encourage employees to achieve higher levels of skills that allow to provider a higher quality service to the Citizens of Livingston. All Certifications must be kept current in order to be eligible for certification pay. Tracking and compliance of certification renewals for EMS is the expressed duty of the employee.

Section 6.13 – Shift Qualified Reserve - When a scheduled Shift Qualified Reserve is on a 12-hour shift, the Shift Qualified Reserve may be used as a fulltime firefighter for call back purposes. The Shift Qualified Reserve may also be used as a fill-in for 1 fulltime firefighter for up to 12 hrs per 24 hr shift.

Section 6.14 – Ambulance Qualified Reserve – When an Ambulance Qualified Reserve is on a 12-hour shift, the Ambulance Qualified Reserve may be used for EMS call back purposes.

Section 6.15 – Command Staff Coverage - The employer agrees to pay member(s) scheduled for command coverage \$4.00 per hour to maintain incident command presence as necessary. Member(s) may be utilized when 2 of 3 command staff are unavailable. Command staff is defined as either Fire Chief, Operations Chief or EMS Chief. Employer recognizes that participation is voluntary. The Union agrees that while member(s) have responsibility for providing command, members shall avoid participating in inter facility transfers. Union members eligible shall be rank of Captain or above.

ARTICLE 7 – VACATIONS

Section 7.1 – Vacation Accumulation, Based on Service – Annual vacation leave is accumulated in accordance with MCA 2-18-617. Employees covered by this Agreement shall accrue vacation leave, based on service time, as follows:

	<u>40 hr/wk Employee</u>	<u>42 hr/wk Employee</u>
1 to 10 Years of Service	10 hr/mo	10.6 hr/mo.
11 to 15 Years of Service	12 hr/mo.	12.6 hr/mo.
16 to 20 Years of Service	14 hr/mo	14.7 hr/mo.
20 Years of Service and beyond	16 hr/mo.	16.7 hr/mo.

Local #630 of the IAFF and its membership agree that the Employer (City), by increasing vacation leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase vacation leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased vacation leave from the date the 7(k) schedule was established to the date of this Agreement.

Section 7.2 – Vacation Leave Bidding – November 1st through December 31st, employees may bid for annual vacation leave. Vacation awards shall be made by seniority. Vacations should be scheduled to maintain a proper mix of personnel to meet department needs. After April 15th, vacation time shall be granted on a first come first serve basis. Where an employee has not

scheduled his/her full vacation time during the bidding period, a one weeks' notice of intent to use remaining time must be given, provided a conflict does not exist with another scheduled vacation.

Section 7.3 – Scheduling Vacation Vacancies – Shifts will be 24 or 12 hours, which will be filled from a list of members based on seniority, qualifications, and as equally distributed as the work schedule allows. Members scheduled to work vacation vacancies are responsible for the coverage of that shift.

Section 7.4 -- Maximum Annual Vacation Accumulation - The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. If the employee's vacation leave exceeds the maximum amount the employee will have the following option;

1. The employee can request the amount of their use or lose time balance, in a cash payout. That amount may be all cash, hours deposited into Sick Time back or a split of those options.

The Employee will be notified by January 15 if he/she has exceeded the maximum amount as calculated above. The Employee will notify the City by January 31st in writing on which option they will choose. If the employee chooses option 1, they will receive a check for the amount requested by April 5th. If they choose option #2, the excessive amount will be rolled over into their sick leave by April 5th.

ARTICLE 8 - SICK & BEREAVEMENT LEAVE

Section 8.1 – Sick Leave Accumulation – Members shall earn sick leave for at the following rates based on scheduled work week:

	<u>40 hr/wk Employee</u>	<u>42 hr/wk Employee</u>
All Years of Service	8 hr/mo	8.5 hr/mo.

Local # 630 of the IAFF and its membership agree that the Employer (City), by increasing sick leave for employees that work under the 7(k) schedule, does not become obligated to retroactively increase sick leave to the date the 7(k) schedule was established to the date of this Agreement; and, Local #630 of the IAFF and its membership agree to waive any and all claims for increased sick leave from the date the 7(k) schedule was established to the date of this agreement.

Section 8.2 – Unused Sick Leave - Upon a members severance from the Fire Department, twenty five percent (25% of the accumulated leave will be paid.

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Section 8.3 – Bereavement Leave - In the event of a death in the immediate family of an employee, as defined by city personnel policy, the employee shall be granted a minimum leave, as follows:

Members working a 24-72 hours' shift shall receive two (2) working days for any death in immediate family as defined in city personnel policy.

Members working either 8 or 10 hour days, shall receive 40 hours (4 or 5 days based on schedule) for any death in the immediate family as defined in city personnel policy.

ARTICLE 9 - GROUP MEDICAL COVERAGE

Section 9.1 – Medical Insurance Benefit – Employer shall provide a Health Plan/Schedule C for each employee desiring such coverage for him/herself and his/her dependents, if any. Moreover, the employer's monthly insurance contribution shall increase in year one of the contract to match stipend received by all other City employees. In subsequent years, the stipend shall increase by the percentage of the rate increase. The value of the stipend shall not be less than the stipend offered to all other City employees. As of January 1, 2020 the City employee stipend is \$848 per employee and at the beginning of this contract term on July 1, 2020, the stipend will increase for IAFF 630 members to at least this amount or higher depending on the allocation of the city employee stipend which will be determined in or around April, 2020.

The City will pay the monthly contribution, toward the health insurance coverage. The employee shall decide plan selection, within the City's provider. Additional funds, not used in premiums, will be deposited into a Flex or HSA account for full time employees and a pro-rated amount for part time employees subject to the following limitations:

1. 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 an employee accumulated less than enough contribution to cover the single insurance rate, then that employee shall have one of the following options:
 - a. Pay the difference to receive single health insurance coverage under the City of Livingston group; or,
 - b. Not receive group health insurance or any Flex Plan payment

Section 9.2 – Employee Responsibility for Additional Premiums – The employee shall pay for any additional premium amounts 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 with the City and the Insurance Committee representing the interests of all City employees.

ARTICLE 10 - DESIGNATIONS, VACANCIES AND PROMOTIONS

Section 10.1 – Promotion - When a permanent vacancy occurs in any union position in the Fire Department, it shall be filled upon official severance of the departing member. The Livingston Fire and Rescue Department has the following promoted/appointed positions:

Operations Chief
 EMS Chief
 Captain
 Engineer Firefighter 2

Firefighter 1 (EMT only)*refer to bargaining note 1)

Engineer, Captain, EMS Chief, and Operations Chief Officer shall be determined by a competitive promotional process. There shall be a minimum of 4 shift personnel at each rank to include the ranks of Captain, Engineer and Firefighter 2.

Engineer Qualified

A person shall be considered Engineer Qualified when they have completed the following: FF1 and FF2 and the LFR engineer course or equivalent by Fire Chief's discretion. Fire Chief maintains final determination of designation.

Watch Commander Qualification

A person shall be considered to be Watch Commander qualified when they have completed the following: FF1, FF2, Fire Officer 1, Paramedic Certification, 10 evaluated shifts, 5 of which may be evaluated by the member's Captain. Fire Chief maintains final determination of designation

Promotion timeline

The promotional process for the positions of Operations Chief, EMS Chief, Captain, Engineer will begin when a permanent vacancy occurs. The Chief will issue an announcement of the vacancy and call for interested candidates to submit a letter of intent.

- ◆ Candidates will have one week to submit letters of intent and resumes.
- ◆ The Positions will be filled within 90 days of a permanent vacancy by the highest scoring candidate-

Promotion Eligibility Requirements

Engineer

- 2 years' experience with Livingston Fire and Rescue.
- Have completed the LFR Engineer course or an equivalent approved by the Fire Chief.
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.

Captain

- 8 years total of Career Fire experience with a minimum of 4 years' experience being at Livingston Fire Rescue (Experienced valued at: Career Professional 1:1, LFR Reserve ½:1, Non LFR Volunteer/Reserve ¼:1)
- Engineer Qualified
- 21 College Credits
- Have and maintain Firefighter I and II certification.
- Have and maintain Fire Officer I certification.
- Have and maintain EMT-P certification.
- Have not been subject to a written or above in the last 12 months.

EMS Chief

- Must be a Captain with LFR for 2 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.

- Must obtain EMS Training Coordinator certification within one year of appointment.

Operations Chief

- Must be a Captain with LFR for 4 years.
- Must attend 3 NFA courses (if available) within first 3 years of appointment. Courses must be approved by Chief
- Have not been subject to a written or above in the last 12 months.
- Must obtain Inspection I and II certification within one year of appointment.

The Chief and HR Officer will review candidate's eligibility. If only one eligible candidate exists, the promotion process is not required. If no candidate is qualified Local 630 and City Management must agree upon a solution which may include an outside search.

Promotional Committee

The promotional committee will consist of:

- Engineer and Captains Promotion: Existing Fire Captains and Operations Chief and EMS Chief within the Department
- Operations Chief and EMS Chief: 3 Fire Officers from outside agencies

The Fire Chief will not participate in the testing process.

Assessment Process

The candidate assessment process may have up to 4 of the following components:

1. Critical Thinking (Inbox) - Will consist of an assessment, based on the open position, of the candidate's ability to prioritize activities and actions required for daily Fire Department Operations.
2. Practical Exercises - May include, but are not limited to Fire, EMS, and Human Resources exercises
3. Interview/Resume - Will be composed of a structured interview panel. All candidates will be asked the same questions. The Panel may ask additional questions directly related to the answers given.
4. Writing Sample - A 5-page (double spaced) evaluation of the position the applicant is applying
5. Presentation - a presentation of up to 10 minutes on the candidates proposed direction for the position they are applying to manage.

Scoring

A scoring system shall be determined prior to administration of assessment. The scoring system shall be validated by the Fire Chief and a Union representative not involved in the assessment process. Scoring of the assessment will be completed individually by the Chief and the Human Resource director. The Union rep and Fire Chief will validate the scoring results.

List Longevity

The rank order list of candidates generated by the assessment process will stay in effect for a period of 1 year, unless a new candidate qualifies for application if they so choose to pursue promotion.

After assessment Review

Within 14 days of the conclusion of the assessment process, candidates will be provided a written evaluation of their performance and recommendations for improvement. Candidates may request a meeting with the Chief to review the results.

ARTICLE 11 - NEW EMPLOYEES

Section 11.1 – Probationary Period - Any new, or promoted, employee will serve a one-year probation period. During the probationary period, for new employees only, management may terminate the employee without cause.

Section 11.2 – Upon Fire Chief approval, a temporary employee who has served 6 consecutive months or more of a probationary period and subsequently is hired to regular full-time status may have their probationary period shortened as deemed appropriate, not to exceed 12 months total.

ARTICLE 12 - PERSONNEL REDUCTION

Section 12.1- Personnel Reduction - In the case of personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until the laid off employee has been given the opportunity to return to work. The returning employee who has been off longer than sixty (60) days will serve a training period, determined by the Fire Chief, at the current pay scale. The returning employee who has been off for more than one (1) year must meet the requirements of a physical examination and probation requirements with the current base pay. Upon being notified to return to work, the employee has fourteen (14) days to report to duty.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 13.1 – Disciplinary Procedure – Employees may be disciplined or discharged for Cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance; however, the level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.

The Employee shall be entitled to have Union and/or legal representation present at any meeting held with the Employer to discuss potential disciplinary action. The City will not pay for such employee representation.

The Employer may suspend an Employee with pay in accordance with M.C.A. 7-33-4123 and local laws pending the final decision as to the appropriate discipline or the overturning of the discipline by the appropriate authority as provided for in M.C.A. 7-33-4124, which reads as follows:

Suspension procedure:

1. In any case in which a member of the municipal fire department is suspended from duty, the person suspended must be furnished with a copy of the charge, in writing, setting forth the reasons for the suspension. Subject to subsection (2), The suspended member of the fire department may request in writing that the charges be presented to the council or commission for a hearing. The hearing must be held within 30 days of the request. The suspended member may invoke the right of privacy to request a closed hearing. At the hearing, the suspended member of the fire department may appear in person or by counsel and provide a defense against the charges.

2. If the suspended member of the fire department does not request a hearing by the council or commission within 5 business days of receiving the suspension charge, the suspended member forfeits the option of requesting a hearing by the council or commission.
3. If the charges are not presented before the council or commission within 30 days of the request for a hearing or if the council or commission determines the charges to be unfounded, the suspended person must be reinstated and is entitled to the person's usual compensation for the time of the suspension.
4. If the charges are proven by the council or commission, the council or commission, by a vote of a majority of the whole council or commission, may impose a penalty commensurate to its determination of what the offense warrants, including either the continuation of the suspension for a limited time or the removal of the suspended person from the fire department.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.1 – Grievance Procedure – A grievance is defined as a dispute concerning an interpretation or application of the terms of this collective bargaining agreement. Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner. The Union grievance committee upon receiving a written and signed petition shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary by the grievance committee, but the employee has the right to appeal to the next level in writing.

If a grievance does exist, they shall, with or without the employee, present their grievance within twenty (20) working days of the alleged violation or the knowledge of such violation, to the Chief of the Fire Department for adjustment. For the purpose of this Article, a working day is defined as 8:00 AM to 5:00 PM, Monday-Friday, excluding holidays. If within fifteen working days no settlement has been reached, an appeal to the City Manager must be made within fifteen (15) working days in writing. The City Manager shall investigate and file his/her response and decision within fifteen working days. If the City Manager does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the City Manager's response does not satisfactorily settle the grievance, the grievance may be submitted to arbitration within 120 calendar days by the grievant or the Union upon notice to the City.

The grievance shall then be submitted to an arbitration board consisting of a representative of the City, a representative of the Union, and a Labor Arbitrator. Within ten (10) working days of a request to arbitrate, a request for a list of five (5) names will be made to the State Department of Labor and Industry, or other source. Upon receipt of the list of arbitrators, the two representatives shall within fifteen (15) working days meet to determine the Arbitrator by the representatives tossing a coin. The representative winning the coin toss shall determine who shall strike the first name from the list and then the representative of the other party shall strike a name until the name remaining shall be the arbitrator.

The Arbitrator shall have no power to alter, amend or delete any provisions of this Agreement, City or Fire Department Policy, or State Law. The Arbitrator shall render his/her decision within thirty (30) calendar days following the hearing. The cost of the Arbitrator shall be shared equally by both parties. The finding of the Arbitrator shall be final and binding on all parties.

ARTICLE 15 - TRAINING

Section 15.1 – Training Scheduling -- The City shall schedule paid department training of at least 35 annual hours, from July 1 to June 30. Attendance at such trainings, shall be mandatory. If training is scheduled two weeks in advance, personnel on prior authorized absences, approved by the Fire Chief, shall not be expected to attend. If training is scheduled within two weeks, attendance is not mandatory.

Section 15.2 – Categories of Professional Development

Higher Education - The City of Livingston encourages Firefighters to continue their education with the pursuit of formal degree programs which align with the business needs and community needs of the Department. In order to support department members in the pursuit of formal higher education the City agrees to:

1. Reimburse a firefighter 50% of tuition and 100% of books upon completion of classes required by a pre-approved job-related degree.

To be eligible to participate in a reimbursable degree program, the Fire Chief and Firefighter must agree to a planned program of courses leading to a job-related degree, and receive prior written approval of the planned program from the Fire Chief and the City Manager. Initial program requests must be submitted to the Fire Chief no later February 1 of a given year in order to allow for appropriate budgeting for the program duration.

A Firefighter, once their plan has been accepted by the City, need only to submit individual course enrollment to the Fire Chief for approval. Reimbursement to be made at the successful completion of each semester's courses. Individual course enrollment should be submitted to the Fire Chief a minimum of 15 days prior to the start of classes for approval. All requests for reimbursement shall be submitted no more than 30 days after the issuance of final grades for the class.

Other Courses Not in a Formal Degree Program:

Required Training: A Firefighter enrolling in individual courses which are one of the following: Firefighter 1, Firefighter 2, Fire Officer 1, regardless of time remaining in the department, shall obtain prior written approval from the Fire Chief within budget limitations. All requests shall be submitted to the Fire chief not later than 30 days in advance of the class to allow for budgeting.

Shifts for the employee attending training will be covered by staff from the office or overtime list, non-shift workers, shift workers and / or reservists.

The classes should be NFPA, IFSAC or Pro-Board Equivalent unless otherwise agreed upon in advance with Fire Chief. Exceptions may be granted based on class availability, location or frequency of offerings.

Voluntary Training: A Firefighter seeking to attend additional professional development courses shall submit in writing a request to the Fire Chief for approval not later than 30 days in advance of the training. If course costs exceed \$1,000 request must be submitted in advance.

Reimbursement, any associated expenses such as travel etc, and shift coverage will be determined by the Fire Chief based on budgetary limitations, staffing concerns and relevance of the course or class requested to individual professional development and department need.

Section 15.3 – Instructor Pay – Employees assigned to teach classes approved by the Fire Chief for the Fire Department shall be compensated at straight time.

ARTICLE 16 – HOURS OF WORK

Section 16.1 – Hours of Work Shift workers– The on duty shift work members, excluding non-shift workers, shall work 24 hours on duty, 72 hours off duty. Twenty-four hour shifts shall begin and end at 8:00 AM. Fire fighters will need prior approval from the Fire Chief to have 72 continuous hours of shift coverage. Members working this schedule may be referred to as Shift Workers for purposes of clarity in this agreement.

Section 16.2 – Non-Shift Workers, Overtime- Since the non-shift workers work a standard forty-hour week, they will be paid overtime at the rate of 1 ½ times the regular hourly rate for all hours worked in excess of 40 hours within the work week. A work week shall be defined as the time period beginning Sunday at 12:01am and ending on Saturday at 11:59pm and include 5 eight (8) hour shifts Monday – Friday unless a flexible schedule is mutually agreed upon.

ARTICLE 17 - SUPPLEMENTAL AGREEMENT

Section 17.1 – Supplemental Agreements – This Agreement may be amended, provided both parties concur. Supplemental agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. A Supplemental Agreement, will be signed by the responsible Union and City officials. Supplemental agreements thus completed shall become a part of the larger agreement and subject to all of its provisions.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

Section 18.1 - Paging Alerts – All off duty full time employees and reserves may be paged out simultaneously. Full time employees shall not be denied call back pay due to a position being filled by a reserve with the exception of the on duty shift qualified reserve or ambulance qualified reserve.

Section 18.2 – Mandatory Retirement – Mandatory Retirement age will be sixty-two years of age (62).

Section 18.3 – Physical Fitness Test - A physical fitness test will be conducted for all firefighters and participation will be optional. The Firefighter Combat Challenge will be used as an assessment, which includes a stair climb with a high-rise pack, hose hoist, forcible entry, hose advance and victim rescue. The setup of the test shall maintain the criteria established as the standard for the Firefighter Combat Challenge. The test will be completed in NFPA compliant turnouts. The test will be completed by the 31st of May and will be proctored by the Fire Chief and a IAFF Local 630 representative.

Incentive – Upon successful completion of the Firefighter Combat Challenge, employees will be rewarded at the following scale:

3:00 or < - \$400.00
 4:00 or < - \$300.00
 5:00 or < - \$200.00
 6:00 or < - \$100.00

Section 18.4 - Regular Labor Management Meetings - The Fire Chief will host monthly senior staff meetings. Senior staff consists of all Captains and the Local 630 President or designated representative. The Fire Chief will host quarterly Labor/Management meetings. Quarterly Labor/Management meetings will include the Fire Chief and Local 630 President at a minimum. The Fire Chief will host an annual City Manager's meeting. The City Manager's meeting will include the City Manager, Fire Chief and Local 630 President at a minimum. The Fire Chief will host the meetings at a time and place convenient to required attendees.

Section 18.5 - Equipment Committee - The Fire Chief will establish an Advisory Equipment Committee to evaluate and Provide recommendations for the purchase of apparatus, equipment systems, and other substantial operational items affecting working conditions. A seat on the Advisory Equipment Committee will be reserved for the Local 630 President or their designated representative. While purchase of apparatus and equipment are a management right, the Fire Chief will fully consider the recommendations of the Advisory Equipment Committee as a component of the purchase process.

Section 18.6 - Medical Expense Retirement Program (MERP) - With each monthly payroll, the Employer shall make monthly contributions on a pre-tax basis of \$175 for each employee in years 1-3 of this contract (July 1, 2020 – June 30, 2023)*. In year 4, beginning July 1, 2023, the MERP shall increase to \$225 per month to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust, as follows:

1. Contributions are made in addition to the salaries listed in Appendix A.
2. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.
3. The Employer shall be obligated to payment of contributions in the amount provided above by the twentieth (20) of every month or next business day if necessary for that month's contributions.
4. The Internal Revenue Service codes require all eligible employees to participate; there is no individual election to continue contributions. The Union and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP. The Union and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no

circumstances whatsoever will the employer be liable for direct pay of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

*Please see Bargaining note 2.

Section 18.7 – Staffing Overtime Committee - Whereas, the Livingston Professional Firefighters Local 630 and the City of Livingston recognize fiscal and staffing issues, both parties hereby agree that as a need arises or by request from either party that they will reconvene an Overtime Committee that shall meet quarterly. The committee will include at least 2 union representatives, the Fire Chief, City Manager or Administrative Service Director, and may include one optional City Commissioner. The intent of this committee is to determine the best, mutually agreed upon, action(s) to address overtime/staffing expenditures should the need arise. This agreement is limited to the length of this contract.

ARTICLE 19 - SAVINGS CLAUSE

Section 19.1 – Savings Clause – If any provision of this Agreement is declared invalid by any court, only that provision shall be affected and all other provisions shall remain in full force and effect. Any ordinance enacted during the term of this Agreement shall not abridge, abrogate, or alter any of the terms of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

Section 20.1 – Term of Agreement – This Agreement shall be in Full Force and effect from the first day of July 2020 to June 30, 2025. The Agreement shall be opened for negotiations on wages and insurance benefits and conditions of employment on or before Thirty-One March 2025. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing at least sixty (60) days prior to the anniversary or termination date of this Agreement that it desires to modify the Agreement.

The agreement further allows an opener for determining viability of additional reserve staffing during normal operational hours. (Please see Bargaining Note 3)

Section 20.2 – Existing Conditions – Existing wages, hours, and other conditions of employment rising out of this Agreement shall not be changed by the action of either party without the consent of the other during the negotiation, mediation, fact finding or arbitration of the next contract, and any additional cost of maintaining the items listed in this paragraph, after the expiration of this Agreement, shall be figured in the financial settlement of the next Agreement.

ARTICLE 21 – SIGNATURES

IN WITNESS WHEREOF THE PARTIES HERETO, Acting by and through their respective and duly authorized officer's and representatives, have hereto set their hands and seals on this ____ day of _____, 2018.

FOR THE CITY OF LIVINGSTON

FOR LOCAL 630 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

City Manager

President

ATTEST:

Recording Secretary

Vice President

ADDENDUM "A"
Wages and Certification Pay

EMS certifications are to be paid at the highest certification level attained in each category. The Fire Certifications are to be paid for each category completed. Certification pay is to be considered part of the base salary for pension and overtime. All certifications must be kept current in order to be eligible for certification pay. EMS certifications must be based on the National Registry of Emergency Medical Technicians and be recognized by the Montana State Board of Medical Examiners. All EMS providers must be able to practice in accordance with State and Local Protocols pertaining to their current level of certification to be paid at that level. If the provider is found to be consistently practicing outside of State and Local Protocols, that provider's current level of certification and pay can be suspended or downgraded. EMS endorsements are based on the Montana State Board of Medical Examiners rules and regulations. Fire certifications may be obtained through Montana State Fire Training School (FSTS). If FSTS is not utilized to provide the certification Management and the Union will mutually agree upon the accepting certification including but not limited to NFPA, Pro-Board, and IFSAC. Fire Certifications will be maintained by the continuing education program from Livingston Fire Department Training Section.

Longevity Pay shall remain paid at one half of one percent of monthly pay per year of service with the City of Livingston.

Pay grid follows on next page.

Addendum A – Wage Grid

<u>Wages</u>		Preceding Years Agreement	7/1/2020 thru 6/30/2021	07/01/2021 thru 6/30/2022	07/01/2022 thru 06/30/2023	07/01/2023 thru 06/30/2024	07/01/2024 thru 6/30/2025
Shift Worker Staff	Required Certs	1.50%	Varied	1%	1%	2%	3%
Firefighter 1 / EMT	FF1, EMT	3,461.59	3,461.59 (0%)	3,496.21	3,531.17	3,601.79	3,709.85
Firefighter II	FF1, FF2, Paramedic	3,784.97	3,936.37 (4%)	3,975.73	4,015.49	4,095.80	4,218.67
Engineer	FF1, FF2, FO1, Paramedic	3,816.14	4,045.11 (6%)	4,085.56	4,126.42	4,208.94	4,335.21
Captain	FF1, FF2, FO1, Paramedic	4,521.39	4,747.46 (5%)	4,794.93	4,842.88	4,939.74	5,087.93
Non-Shift Staff							
EMS Chief	FF1, FF2, FO1, Paramedic	4,828.67	5,649.54 (17%)	5,706.04	5,763.10	5,878.36	6,054.71
Operations Chief	FF1, FF2, FO1, Paramedic	4,828.67	5,649.54 (17%)	5,706.04	5,763.10	5,878.36	6,054.71

<u>Health Stipend</u>	FY19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
All Staff	835	835	TBD	TBD	TBD	TBD	TBD

<u>MERP</u>		FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
All Staff		125	175	175	175	225	225

<u>Other Cert Pay</u>		FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
Haz Mat Tech		10	10	10	10	10	10
PALS		20	20	20	20	20	20

Addendum B – Bargaining Notes

Bargaining Note 1:

It is the expressed intent of the City of Livingston and Livingston Fire Rescue to maintain an entire Paramedic qualified department. The Firefighter 1 rank which is an EMT (not Paramedic qualified) rank will be used only when needed secondary to lack of Paramedic qualified applicants.

Bargaining Note 2:

Effective July 1, 2020 the Union has opted to exchange the clothing allowance for additional contributions in same amount (\$600 annually) to the MERP.

Bargaining Note 3:

The Union and City agree to an opener during year 2 of the contract to explore options for expanding the utilization of reservists during normal hours of operation.

Bargaining Note 4:

The Union and City agree that the existing MOU which allows for reservist staffing on Friday and Saturday overnight shifts shall remain in place. It is modified to remove the 2 transfer minimum requirement.

Bargaining Note 5:

The Union has included a provision that the Operations Chief will complete 50% of inspections performed annually.