

Collective Bargaining Agreement

Between

The City of Livingston

And

Montana Federation of Public Employees

Livingston Police Unit

July 1, 2024 – June 30, 2027

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PREAMBLE

This Agreement made and entered into this ____day of _____, 2024, by and between the CITY OF LIVINGSTON, hereinafter referred to as the Employer, and the Montana Federation of Public Employees Livingston Police Unit (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 Police Chief, Assistant Police Chief, Administrative Assistant, and Communications Technical Advisor.

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

ARTICLE 2. - UNION SECURITY AND DUES

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 as certified by MFPE and forward the aggregate amount to MFPE. The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney’s fees and costs of defense thereof, on account of any provision of this Article.

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

It will be the responsibility of the Employer to inform that Association of any addition or change in status on an employee. This information will be made available to the Association immediately after the change occurs in writing as to when the change occurred.

ARTICLE 3. – NON-DISCRIMINATION

The Employer agrees not to discriminate against any employee for their 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 4. – 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 of work 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 of Livingston Employee Policy and Procedure 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-day 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. Additional shifts may be added as personnel and departmental needs change. 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 day shift detectives, contingent upon adequate staffing levels and departmental needs. When only one detective is assigned to the detective division, the detective will normally work the scheduled hours of 8:00 a.m. – 4:00 p.m. Monday through Friday. When two detectives are assigned, the detectives will normally work the scheduled hours of 8:00 a.m. – 6:00 p.m., with one detective working Sunday through Wednesday and one detective working Wednesday through Sunday, with ability to flex hours as needed to perform duties. Detectives 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. Management hereby agrees that it will, subject to Management's budget and operational constraints, reasonably attempt to have no less than two communications officers on duty at all times, particularly during the hours of 10:00 a.m. to 2:00 a.m. and during times where certain community events or other activities may contribute to the need for more than one communications officer.
16. Communications Officer 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 Employee 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 Police Chief.

In addition, the Employer will provide compensation for the cost of the canine food and medical care and any actual and real costs associated with the boarding of the canine during vacation taken by the designated Canine Officer or for any required travel or official business during which it would be inappropriate for the canine to accompany the officer.

7. When the canine is retired, at the end of its effective working life, as determined by the Chief, or the Chief's designee, the City must offer the canine to its handler for one dollar (\$1.00). If the handler/officer purchases the canine, that handler/officer assumes all responsibility and expenses for the canine from the point of purchase forward. If an officer ceases to be a canine handler (voluntary or otherwise) during the effective working life of the canine, the Chief or the Chief's designee, will determine the disposition of the canine.

ARTICLE 5. – 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 pay compensation will be based on the employees' base pay in addendum A of this agreement and is prorated and paid out over each paycheck.
- B. The following days will be recognized as compensated holidays:
 1. New Year's Day – January 1
 2. Martin Luther King Day – third Monday in January
 3. President's Day – third Monday in February
 4. Memorial Day – last Monday in May
 5. Juneteenth – June 19
 6. Independence Day – July 4
 7. Labor Day – first Monday in September
 8. Indigenous Peoples' Day – second Monday in October
 9. Veteran's Day – November 11

- 10. Thanksgiving Day – fourth Thursday in November
- 11. Christmas Eve (Sergeants only) OR Employee’s birthday (Except Sergeants)
- 12. Christmas Day – December 25
- 13. 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 6. – 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
<i>This is the first day of employment through the completion of 10 years of employment with the City.</i>		

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

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

	Work day credit <u>per month</u>	Work day credit <u>per year</u>
21 years and over:	2	24
<i>This is the beginning of the 21st year of employment (20 years and first day) and over.</i>		

2. A part time employee who is regularly scheduled at least twenty (20) hours per week is entitled to prorated vacation benefits after working the qualifying period of six months. A temporary, part-time, on-call 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.
4. 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.
5. 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 household, 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, unless the situation qualifies under the Family Medical Leave Act.
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 their 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 their 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. Compensation for unused sick leave accumulation will be based on one-fourth of the present rate of pay, not including overtime.

C. Funeral Leave

1. Upon the death of a member of the employee's immediate family, 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. 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 of Livingston Employee Policy and Procedures Manual and applicable State and Federal Laws.

E. Jury Duty

Each full time and part time employee is encouraged to fulfill their 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 7. – 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 to their supervisors, or as soon as the injury becomes apparent, except where an employee is unable to report. Supervisors should then immediately report any injury to Human Resources.

- B. Workers' Compensation: Any employee who is injured in the performance of their duties, so as to necessitate medical or other remedial treatment and render them unable to perform their duties shall be paid by the City the difference between their full salary and the amount received from workers' compensation until their 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 their regular partial salary amount shall be discontinued if they refuse to perform such temporary light duty when it is available and offered to them.

- 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. Supervisors or department heads 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.
- F. Communications Officers workstation chairs will be replaced at a rate of one (1) per fiscal year.

ARTICLE 8. – 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. Police Officers: 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.
Communications Officers: 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. Police Officers: 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.
Communications Officers: 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; as defined in section 4, item A.2.
- 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. 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. Livingston Police Department Employee’s Association (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.
- 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 Montana Law Enforcement Academy (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 and submission of passing grades and receipts, provided that the employee is still employed by the City of Livingston.
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 the City for training travel.

ARTICLE 9. – POLICIES AND PROCEDURES, RULES AND REGULATIONS

The Employer agrees to furnish each employee here under with a copy of the City of Livingston Employee 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 Employee Policy and Procedures Manual in effect 2016/2017, 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 10. – 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. The employer shall have one (1) year from the date of hire or appointment of either a civilian or uniformed law enforcement employee to determine competency. If an employee transitions from a Civilian to a Police Officer position, an additional one (1) year probationary period will apply to determine competency. If an employee uses one week (5 consecutive days) or more of sick leave, worker's compensation, light duty or leave without pay, the probationary period will be extended by that length of time. The City Manager or their designee may dismiss a probationary employee without cause during such probationary period. After the probationary period, employees shall only be terminated for cause or for reduction in force.
- 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 refresher training and recertification course with an approved nationally accredited K9 Certifying organization to maintain 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 this agreement.

ARTICLE 11. – 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 Officers. 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 on a pro-rated basis 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 their intention to return to work, the employee shall be considered as having forfeited their 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 12. – 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. See Addendum B attached.
- B. Procedure
 1. Allegations of wrong-doing shall be investigated by the department head, or their 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 (i.e., 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 schedule 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 13. – 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) working days 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 their 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 their 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 14.- JOB POSTING

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

ARTICLE 15.- 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 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 Police Chief, Assistant Police Chief, 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 eighty (80) consecutive working hours, the senior officer shall receive the Shift Commander rate of pay, for their step on the LPD wage schedule, 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.

2. 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 eighty (80) consecutive working hours, the senior communications officer shall receive the Communications Supervisor's rate of pay, for their step in the LPD wage schedule, 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 utilizing Department issued firearms. 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 ammunition shall be provided to the officer at the earliest convenience. The officer must then show reasonable proof that the previous month's allocation of ammunition was utilized before the next month's allocation will be given out. At no time shall ammunition provided be stockpiled by the officer. Exception to the distribution policy may be granted by the Police Chief in special circumstances. Rifle and shotgun rounds will be distributed and expelled during training sessions with a firearms instructor.
 1. Officers choosing not to utilize the Department issued firearm shall be provided duty ammunition by the Department/Employer at the Employers expense.
- 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 16. – 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.
- 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 four (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 six (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
(6)	Additional Instructor Certifications as approved by the Police Chief	20.00

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
(4a)	Possession of Baccalaureate Degree (any discipline) or Associate's Degree in Law Enforcement or Criminal Justice	50.00
	OR	
(4b)	Possession of a Baccalaureate Degree in Law Enforcement or Criminal Justice	75.00
(5)	'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 Canine Officer shall receive a stipend of \$400 per month.

E. INSURANCE

1. The City will increase the insurance stipend to Association employees by the percentage of the premium increase received from the carrier annually during the term of this agreement, subject to the flexplan rules. In the unlikely event of a premium decrease, the monthly benefit stipend shall be unchanged during the fiscal year.

An eligible employee may waive the medical plans offered by the City, **but only with proof of other active medical coverage.** The employee may still choose to enroll in the City medical plan, even if they have other medical coverage. If the employee waives the City medical plan, with proof of other coverage, they will have access to a monthly stipend amount equal to the normal monthly stipend amount less the lowest monthly cost City medical plan that they would have otherwise been eligible to elect. Eligible employees who waive the City medical plan, will have a portion of their monthly stipend contributed monthly to a Health Reimbursement Account (HRA) and will also be able to use remaining monthly stipend funds to participate in other flexplan benefits.

2. If a part time employee works at least an annual average of 20 hours per week, the City will offer a prorated insurance stipend that the employee can use toward the cost of medical and other insurance benefits.
3. 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.

F. 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 (¼) 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.

G. 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 worked in dispatch, as compensation for their being unable to leave the Law Enforcement Center. This does not include hours in training, or hours worked outside the dispatch center and does not include paid time off hours.

H. CELL PHONE ALLOWANCE FOR OFFICERS

The City recognizing that cell phones are a valuable tool for officers in the performance of their duties and will provide officers with a smart phone for duty use. The smart phone will be of no cost to the officers and shall be kept in working order. When the Officer leaves employment with the City the smart phone will be returned to the City similar to any other issued equipment.

I. COMMUNICATIONS OFFICERS CAREER LADDER

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

ARTICLE 17. – HEALTH AND WELLNESS

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.

1. Physical Wellness Incentive

The physical wellness incentive shall be based on the Montana Physical Ability Test (MPAT). Participation in this initiative is voluntary. Employees who choose to participate will be awarded compensation hours or financial payment for successfully passing the agreed upon tests.

- a. Tests will be coordinated and administered by the Union once during the first six months of the year (January-June) and once during the second six months of the year (July-December). 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.
- b. Compensation will be awarded as follows:

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 they want pay or comp time awarded (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.

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

2. Mental Wellness Incentive

- a. The City of Livingston and the Livingston Police Department recognizes the type of work and the cumulative effects of stress on the ability for the association members to effectively perform their duties and to keep up on the requirements of their job performance. The purpose of this program is to establish a voluntary mental health incentive program to encourage association members to take care of their mental health and continue a healthy lifestyle. The department will work with the employers current Employee Assistance Provider, to provide services to the association member.
- b. The association member can attend up to six (6) sessions with a mental health professional each calendar year (January 1 – December 31) to qualify for this incentive. Once they have attended a session, the association member shall provide documentation to the Police Chief. The employee will then be compensated with three (3) hours of straight comp time per session, up to six (6) sessions in total, which must be used within 3 months following the sessions or the awarded hours will be forfeited. Once the comp time is recorded in the association members’ account, the documentation of the services will be returned to the Association Member.

- c. The association member shall not be required to provide any further information to the employer or reveal the content of the counseling session. All counseling sessions' information shall fall under the protection of HIPAA.
- d. Each association member may voluntarily capitalize on this incentive six (6) times per year, earning a maximum of 18 hours of comp time. The association member may attend more sessions with EAP but will only receive comp time for a maximum of six (6) sessions. Due to the nature of this program, association members will not attend a session while on-duty or in uniform so as to not cause conflict with the performance of their duties.

ARTICLE 18. - RESIDENCY

Employees shall be subject to the residency requirement set forth in the City of Livingston Employee 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, 2024 until June 30, 2027.

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 6 day of November, 2024.

FOR THE CITY OF LIVINGSTON:



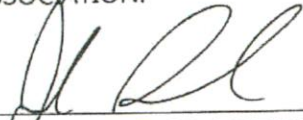
Grant Gager, CITY MANAGER

ATTEST:



Emily Hutchinson, City Clerk

FOR THE LIVINGSTON POLICE
DEPARTMENT EMPLOYEES
ASSOCIATION:



Jordan Brummel, LOCAL PRESIDENT



Joseph Dompier, MFPE FIELD CONSULTANT

ADDENDUM A – BASE PAY SCHEDULE

Section 1. Base Pay Schedule

FY 25 – Effective July, 1 2024

LIVINGSTON POLICE WAGE SCHEDULE

8.10%

New Base												50,916			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	57,305	27.55	59,024	28.38	60,795	29.23	62,619	30.11	68,880	33.12	50,916	24.48	53,462	25.70	
2	57,591	27.69	59,319	28.52	61,099	29.37	62,932	30.26	69,225	33.28	51,171	24.60	53,729	25.83	
3	57,591	27.69	59,616	28.66	61,404	29.52	63,246	30.41	69,571	33.45	51,427	24.72	53,998	25.96	
4	57,591	27.69	59,914	28.80	61,711	29.67	63,563	30.56	69,919	33.61	51,684	24.85	54,268	26.09	
5	57,591	27.69	60,213	28.95	62,020	29.82	63,880	30.71	70,268	33.78	51,942	24.97	54,539	26.22	
6	57,591	27.69	60,213	28.95	62,330	29.97	64,200	30.87	70,620	33.95	52,202	25.10	54,812	26.35	
7	57,591	27.69	60,213	28.95	62,642	30.12	64,521	31.02	70,973	34.12	52,463	25.22	55,086	26.48	
8	57,591	27.69	60,213	28.95	62,955	30.27	64,843	31.17	71,328	34.29	52,725	25.35	55,361	26.62	
9	57,591	27.69	60,213	28.95	63,270	30.42	65,168	31.33	71,684	34.46	52,989	25.48	55,638	26.75	
10	57,591	27.69	60,213	28.95	63,586	30.57	65,493	31.49	72,043	34.64	53,254	25.60	55,916	26.88	
11	57,591	27.69	60,213	28.95	63,586	30.57	65,821	31.64	72,403	34.81	53,520	25.73	56,196	27.02	
12	57,591	27.69	60,213	28.95	63,586	30.57	66,150	31.80	72,765	34.98	53,788	25.86	56,477	27.15	
13	57,591	27.69	60,213	28.95	63,586	30.57	66,481	31.96	73,129	35.16	54,057	25.99	56,759	27.29	
14	57,591	27.69	60,213	28.95	63,586	30.57	66,813	32.12	73,495	35.33	54,327	26.12	57,043	27.42	
15	57,591	27.69	60,213	28.95	63,586	30.57	67,147	32.28	73,862	35.51	54,598	26.25	57,328	27.56	
16	57,591	27.69	60,213	28.95	63,586	30.57	67,483	32.44	74,231	35.69	54,871	26.38	57,615	27.70	
17	57,591	27.69	60,213	28.95	63,586	30.57	67,820	32.61	74,602	35.87	55,146	26.51	57,903	27.84	
18	57,591	27.69	60,213	28.95	63,586	30.57	68,160	32.77	74,975	36.05	55,422	26.64	58,193	27.98	
19	57,591	27.69	60,213	28.95	63,586	30.57	68,500	32.93	75,350	36.23	55,699	26.78	58,484	28.12	
20	57,591	27.69	60,213	28.95	63,586	30.57	68,843	33.10	75,727	36.41	55,977	26.91	58,776	28.26	

FY 26 Effective July, 1 2025

LIVINGSTON POLICE WAGE SCHEDULE

5.50%

New Base		60,457										53,717			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	60,457	29.07	62,270	29.94	64,138	30.84	66,063	31.76	72,669	34.94	53,717	25.83	56,402	27.12	
2	60,759	29.21	62,582	30.09	64,459	30.99	66,393	31.92	73,032	35.11	53,985	25.95	56,684	27.25	
3	60,759	29.21	62,895	30.24	64,781	31.14	66,725	32.08	73,397	35.29	54,255	26.08	56,968	27.39	
4	60,759	29.21	63,209	30.39	65,105	31.30	67,059	32.24	73,764	35.46	54,526	26.21	57,253	27.53	
5	60,759	29.21	63,525	30.54	65,431	31.46	67,394	32.40	74,133	35.64	54,799	26.35	57,539	27.66	
6	60,759	29.21	63,525	30.54	65,758	31.61	67,731	32.56	74,504	35.82	55,073	26.48	57,827	27.80	
7	60,759	29.21	63,525	30.54	66,087	31.77	68,069	32.73	74,876	36.00	55,348	26.61	58,116	27.94	
8	60,759	29.21	63,525	30.54	66,417	31.93	68,410	32.89	75,251	36.18	55,625	26.74	58,406	28.08	
9	60,759	29.21	63,525	30.54	66,749	32.09	68,752	33.05	75,627	36.36	55,903	26.88	58,698	28.22	
10	60,759	29.21	63,525	30.54	67,083	32.25	69,096	33.22	76,005	36.54	56,183	27.01	58,992	28.36	
11	60,759	29.21	63,525	30.54	67,083	32.25	69,441	33.39	76,385	36.72	56,464	27.15	59,287	28.50	
12	60,759	29.21	63,525	30.54	67,083	32.25	69,788	33.55	76,767	36.91	56,746	27.28	59,583	28.65	
13	60,759	29.21	63,525	30.54	67,083	32.25	70,137	33.72	77,151	37.09	57,030	27.42	59,881	28.79	
14	60,759	29.21	63,525	30.54	67,083	32.25	70,488	33.89	77,537	37.28	57,315	27.56	60,181	28.93	
15	60,759	29.21	63,525	30.54	67,083	32.25	70,840	34.06	77,924	37.46	57,601	27.69	60,481	29.08	
16	60,759	29.21	63,525	30.54	67,083	32.25	71,195	34.23	78,314	37.65	57,889	27.83	60,784	29.22	
17	60,759	29.21	63,525	30.54	67,083	32.25	71,551	34.40	78,706	37.84	58,179	27.97	61,088	29.37	
18	60,759	29.21	63,525	30.54	67,083	32.25	71,908	34.57	79,099	38.03	58,470	28.11	61,393	29.52	
19	60,759	29.21	63,525	30.54	67,083	32.25	72,268	34.74	79,495	38.22	58,762	28.25	61,700	29.66	
20	60,759	29.21	63,525	30.54	67,083	32.25	72,629	34.92	79,892	38.41	59,056	28.39	62,009	29.81	

FY 27 Effective July 1, 2026

LIVINGSTON POLICE WAGE SCHEDULE

3.00%

New Base		62,270										55,328			
Step	Probationary Patrol Officer		Patrol Officer 1		Patrol Officer 2		Patrol Officer 3		Sergeant		Communications Officer		Communications Shift Supervisor		
	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	Annual 2080 hrs.	Hourly	
1	62,270	29.94	64,138	30.84	66,063	31.76	68,045	32.71	74,849	35.99	55,328	26.60	58,094	27.93	
2	62,893	30.24	64,780	31.14	66,723	32.08	68,725	33.04	75,597	36.34	55,881	26.87	58,675	28.21	
3	62,893	30.24	65,428	31.46	67,390	32.40	69,412	33.37	76,353	36.71	56,440	27.13	59,262	28.49	
4	62,893	30.24	66,082	31.77	68,064	32.72	70,106	33.70	77,117	37.08	57,005	27.41	59,855	28.78	
5	62,893	30.24	66,743	32.09	68,745	33.05	70,807	34.04	77,888	37.45	57,575	27.68	60,453	29.06	
6	62,893	30.24	66,743	32.09	69,432	33.38	71,515	34.38	78,667	37.82	58,150	27.96	61,058	29.35	
7	62,893	30.24	66,743	32.09	70,127	33.71	72,231	34.73	79,454	38.20	58,732	28.24	61,668	29.65	
8	62,893	30.24	66,743	32.09	70,828	34.05	72,953	35.07	80,248	38.58	59,319	28.52	62,285	29.94	
9	62,893	30.24	66,743	32.09	71,536	34.39	73,682	35.42	81,051	38.97	59,912	28.80	62,908	30.24	
10	62,893	30.24	66,743	32.09	72,252	34.74	74,419	35.78	81,861	39.36	60,511	29.09	63,537	30.55	
11	62,893	30.24	66,743	32.09	72,252	34.74	75,163	36.14	82,680	39.75	61,117	29.38	64,172	30.85	
12	62,893	30.24	66,743	32.09	72,252	34.74	75,915	36.50	83,507	40.15	61,728	29.68	64,814	31.16	
13	62,893	30.24	66,743	32.09	72,252	34.74	76,674	36.86	84,342	40.55	62,345	29.97	65,462	31.47	
14	62,893	30.24	66,743	32.09	72,252	34.74	77,441	37.23	85,185	40.95	62,969	30.27	66,117	31.79	
15	62,893	30.24	66,743	32.09	72,252	34.74	78,215	37.60	86,037	41.36	63,598	30.58	66,778	32.10	
16	62,893	30.24	66,743	32.09	72,252	34.74	78,998	37.98	86,897	41.78	64,234	30.88	67,446	32.43	
17	62,893	30.24	66,743	32.09	72,252	34.74	79,788	38.36	87,766	42.20	64,877	31.19	68,120	32.75	
18	62,893	30.24	66,743	32.09	72,252	34.74	80,585	38.74	88,644	42.62	65,525	31.50	68,802	33.08	
19	62,893	30.24	66,743	32.09	72,252	34.74	81,391	39.13	89,530	43.04	66,181	31.82	69,490	33.41	
20	62,893	30.24	66,743	32.09	72,252	34.74	82,205	39.52	90,426	43.47	66,842	32.14	70,184	33.74	

Section 2. Placement on Salary Schedule:

The following rules shall be applicable in determining placement of Law Enforcement and Communications Officer employees into the salary schedule.

Current Employees:

Current employees effective 7/1/2024 shall be placed into the matrix according to their current years of service. For example, an employee who has completed 5 years of service with the City would be placed at step 6 of the matrix.

New Employees:

A new employee will generally start at step 1; however, a certified, experienced, and qualified candidate can be brought in at any step or grade based on the determination of the City.

Movement:

On the hiring anniversary of the employee, they shall progress forward into the next step of their classification. Current Employees carry over years of service into their next classification.

ADDENDUM B – DISCIPLINE GUIDE

Remains same as Contract 2017-2018.

Livingston Police Department Discipline Guide



September 2015

INTRODUCTION

This document was designed for use by the members of the Livingston Police Department as a guide to assist and inform in the application of discipline and corrective action. The guide is intended to establish clear and defined expectations during the administration of discipline and corrective action in a consistent manner with appropriate levels.

When discipline is warranted, each situation is unique and is based on the totality of the circumstances where all factors are considered. Each situation is examined taking these individual factors into consideration. These factors are relative in each situation and to each employee.

While discipline or corrective action needs to be administered as fairly and consistently as practical, equally important to the process is the obligation to balance the needs of the employee with the needs of the organization and the public trust. Compromising any one of those three elements weakens the Department's ability to function properly, effectively and efficiency.

Dale Johnson

Chief of Police

PENALTY GUIDE

Supervisors and employees must recognize that penalty schedules cannot accurately, fairly or consistently address every situation. Times and issues require that discipline must be flexible in its ability to modify behavior to conform to current social expectations. Investigations of alleged misconduct must be based on an individual analysis of each employee for each incident. Any penalty should be based upon the need to modify the employees' behavior, set expectations for other employees, and maintain the public trust.

One of the responsibilities of an Internal Affairs Investigation is to review all complaints to evaluate the fairness and consistency of the adjudication and any proposed penalty. With the institutional knowledge gained over time, estimations of penalties based on recent penalty trends for similar acts or omissions have been developed. The Penalty Guide represents an anthology of common offenses and their commensurate penalties derived from that accumulated institutional knowledge.

The penalty ranges listed are estimations that represent only a starting point from which the appropriate level of discipline may reflect. Management insight should be used to garner the appropriate penalty recommendation for all alleged acts of misconduct, taken as a whole, rather than the summation of penalties for individual acts of misconduct. Every penalty recommendation must consider the employee's complaint history; relative job knowledge and experience; motives; intent; and damage caused, both tangible and intangible. This assessment must be balanced with the impact the alleged act had on other employees, the Department, and the community we serve.

It must be remembered that this is a guide. As such, it may not always reflect the appropriate penalty for every set of circumstances. Indeed, for a given set of circumstances, the appropriate penalty may be higher or lower, depending on *current* issues and the impact of the particular misconduct on the community and/or fellow employees. When deviating from the Penalty Guide, a detailed explanation needs to be documented for the deviation.

The Chief of Police will have the final decision making authority in all penalties.

LEGEND

A= Verbal Warning

B= Written Warning

C= 1 - 2 day(s) suspension

D= 3 - 4 day suspension

E= Two week Suspension (80 hour)

F= Termination recommendation

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
Alcohol				
	Unfit for duty due to alcohol use prior to shift	C	D-F	F
	Under the influence of alcohol while on-duty	D-F	F	F
	Improperly possessed alcoholic beverage while on-duty	B-C	D-E	F
	Improperly consumed alcoholic beverage while on-duty	D-F	F	F
	Improperly consumed/ purchase alcoholic beverage while in uniform when off-duty	D-F	F	F
Discourtesy (on-duty involving public)				
	Discourteous/ improper remark to a member of the public	A-B	C	C-F
	Inappropriate gesture	A-B	C	C-F
	improper remark in public	A-B	C	C-F
Discourtesy (on-duty - no public involving)				
	Discourteous/ improper remark to/ regarding a member or fellow employee	A-B	C	C-F
	Inappropriate gesture	A-B	C	C-F
	improper remark in the workplace	A-B	C	C-F
Dishonesty/ Theft				
	Knowingly receives any compensation of which not entitled	F	F	F
	Converts found/ recovered/ seized property to personal use	B-F	F	F
	Converts city property/ resources to personal use	B-F	F	F
	Improperly takes/ appropriates/ converts the property of another	B-F	F	F
	Purposely falsify time sheet (own or others')	F	F	F
Domestic Violence				
	Domestic Violence conviction	F	F	F
	Violation of Order of Protection (as determined by the court)	D-F	F	F
Driving				
	At-fault traffic collision	B-C	B-D	B-F
	improper/ unsafe driving (on/off duty)	B-C	B-D	B-F

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
	Driving Under the Influence (off-duty)			
	Driving under the influence (conviction)	E	F	F
	Driving under the influence (conviction) with traffic collision	F	F	F
	Driving under the influence (conviction) with Injury traffic collision and/or aggravated circumstances	F	F	F
	Ethnic Bias			
	Improper remark(s) showing ethnic/ cultural bias	B-C	C-D	E-F
	Show/ display material showing ethnic/ cultural bias	B-C	C-D	E-F
	Knowingly/improperly detaining someone due to ethnic/ cultural bias	C-F	F	F
	Failure to Appear			
	Failure to appear/ late for court or other administrative hearing when properly notified	A-B	B-C	C-F
	False & Misleading Statements			
	Knowingly make false or misleading statement(s) during official inquiry/ investigation	D-F	F	F
	Knowingly make false or misleading statement(s) Under Oath	F	F	F
	False imprisonment/ Search			
	Knowingly detain/ transport someone without cause	D	F	F
	Knowingly arrest someone without cause (false arrest)	F	F	F
	Gender Bias/ Sexual Harassment			
	Improper remark(s) showing sexual/ gender bias	B-D	E-F	F
	Show or otherwise display material showing sexual/gender bias	C	D	E-F
	Create/ allow hostile work environment showing sexual/ gender bias	E-F	F	F
	Insubordination			
	Improper comments to a supervisor (one-on-one/ limited parties present)	B-C	D-E	F
	Improper comments to a supervisor (public setting/ group setting)	B-D	D-E	F
	Refusal/ fail to obey direct order	C-D	F	F
	refusal/ fail to follow requirements of restricted duty letter	B-D	C-D	E-F

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
Narcotics/ Drugs				
	Improperly possess/ ingest/ sell/ distribute illegal narcotics/ drugs	F	F	F
	Improperly possess/ ingest/ sell/ distribute prescribed narcotics/ drugs	F	F	F
	Present where illegal narcotics/ drugs being used	B-C	D-E	F
	Knowingly transport/accompany person to buy/ obtain illegal narcotics/ drugs	F	F	F
Neglect of Duty				
	Failure to care for Department/City property or assets resulting in damage	B	C	D-F
	Intentional Damage to Department/City Property or Assets	C-F	E-F	F
	Improper/ Unsafe Use of Department/City Property	B	B-C	B-F
	Fail to properly activate and use equipment (radio, cameras, etc.)	A-B	C-D	E-F
	Failure to care for property of arrestee/victim/other	B	C	D-F
	Failure to properly handle/ process evidence	B	C	D-F
	Fail to have car audio/ video activated as required	A-B	C-D	E-F
	Tardy/ late for work (without proper notice)	A-B	B-D	D-F
	Failure to show up for work (without proper notice)	B-C	C-E	E-F
	Sleeping while on duty	B	C	D-F
	Conducting excessive personal business while on-duty	B	C	D-F
	Fail to return to duty from breaks on time	A-B	B-D	D-F
	Failure to handle assigned calls	B-C	C-E	E-F
	Failure to take appropriate action/ provide appropriate service	B-C	C-D	E-F
	Fail to report On-Duty Use of Force incident	B-C	C-E	E-F
	Failure to complete reports timely manner	A-B	B-C	D-F
	Unauthorized weapon or ammunition	B-C	C-D	D-F
	Failure to properly search arrestee/ detainee	B	C	D-F
	Fail to properly care for/ monitor person in-custody	B-F	C-F	F
	Work off-duty without permission (outside employment)	B	C	D-F
	Release of Confidential Reports/Information/Records	B-F	C-F	F
	Improper use of City vehicle	B	B-C	D-F
Neglect of Duty - Supervisor				
	Fail to take appropriate action	B-C	C-E	F
	Fail to initiate/ process Personnel Complaints	C	D	E-F
	Fail to review/ approve Department Report(s)	B-C	B-C	D-E

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
Police/ Procedure				
	Violate any codified/ published/ or otherwise specified/ articulated Department Policy/ Rule or Regulation/ S.O.P.	A-C	B-D	C-F
Reports/ Documents				
	Knowingly prepare/ submit false Department report	F	F	F
	Knowingly prepare/ submit inaccurate/ incomplete Department report	B-C	C-D	E-F
Shooting Policy (including TASER)				
	Discharge of Weapon in violation of Department policy	B-E	E-F	F
	Negligent discharge - injury to self/ others	B-E	F	F
	Negligent discharge - no injury	B-E	C	D-F
Unauthorized Force				
	Specified/ articulated incident/ acts	B-F	C-F	D-F
Unbecoming Conduct				
	Unnecessarily involved in dispute resulting in response of law enforcement	B	C-D	E-F
	Failure to cooperate with internal Investigation	B-F	C-F	D-F
	Off-duty; improper remark to on-duty law enforcement personnel/ co-worker	B-C	C-D	D-F
	Fail to maintain personal finances resulting in collectors contacting the Police Department or City Administration	A-B	B-C	C-E
	Use official position to acquire gratuities/ gifts/ special favors	B	C	D-F
	Retaliate against another for filing a complaint	B-E	E-F	F
	Attempt/ convert on-duty contact for social relationship	B-E	D-E	E-F
	Improper use of Department computer system/ database/ records / software	B-F	C-F	F
	Improper message/ communications through MDT/ radio transition	B	B-C	C-E
	Failure to maintain valid driver's license/ registration/ car insurance	B	C	D-F
	Compromise an official investigation	B-F	F	F
	Knowingly allow minor to consume alcohol	C-D	D-E	F
	Knowingly provide alcohol to minor (not your own)	C-F	D-F	F
	Off-duty; unnecessarily involved in altercation	B-C	C-D	D-F
	Off-duty; unnecessarily strike another	B-D	D-E	F
	Criminal act (other than DUI) - no conviction	B-F	C-F	D-F
	Criminal act (other than DUI) - with conviction	B-F	F	F
	Smoking in patrol vehicle	B	B-C	C

	Violation Description	1st Occurrence	2nd Occurrence	3rd Occurrence
	Sexual contact with another while on duty	D-E	E-F	F
	Any act/ conduct not otherwise specified/ articulated by the Department to be unbecoming/ inappropriate/ unsafe/ negligent/ unethical	B-F	D-F	D-F
	Violate a Court Order (other than Domestic Violence)	B-F	B-F	B-F