

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into this 5th day of May, 2016 (the "Effective Date") between the City of Bozeman ("City") and the IAFF Local 613 Bozeman Firefighters ("Local 613"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City and the Local 613 have been parties to a series of collective bargaining agreements, the latest of which is effective from July 1, 2015 through June 30, 2018 ("CBA"); and

WHEREAS, the City filed Unit Clarification No. 5-2013 with the Montana Board of Personnel Appeals ("Unit Clarification") regarding the classification of Battalion Chiefs; and

WHEREAS, the Local 613 filed Unfair Labor Practice Charge No. 10-2016 with the Montana Board of Personnel Appeals ("ULP") regarding the classification of Battalion Chiefs; and

WHEREAS, the Parties wish to resolve their disputes over the classification of the Battalion Chiefs; and

NOW THEREFORE, in consideration of all of the representations and mutual covenants contained herein, the Parties agree as follows:

1. **Battalion Chief Classification.** The Parties agree that the Battalion Chief position is an unrepresented position and not in the bargaining unit represented by the Local 613.
2. **Memorandum of Understanding.** In connection with the execution of this Agreement, the City and Local 613 will simultaneously execute and deliver a Memorandum of Understanding ("MOU"), the form of which is attached hereto as Exhibit 1.

3. **Battalion Chief Class Specifications.** The Parties agree that the existing Battalion Chief Class Specification will define the duties, responsibilities, and authorities of the position. The City agrees to retain the current Hazardous Materials and EMS Coordinators until the current employees in those positions are either promoted or no longer work for the City of Bozeman Fire Department, and the City further agrees to pay incentive-pay for these two positions of 1.75% of the monthly base for each position. Upon promotion or termination of the current Hazardous Materials Coordinator and/or the EMS Coordinator, those job duties will be duties of the Battalion Chiefs.

4. **Battalion Chief Compensation.** The City agrees that for a period of ten (10) years following the execution of this Agreement, the Battalion Chief shall receive:

- (a) market pay of at least 15% above the base pay of a Captain;
- (b) an additional 8.5 hours of pay for each holiday worked; and
- (c) accrual of 150 hours of flex leave (per fiscal year).

For purposes of this Agreement, a holiday worked means the 24-hour shift that begins at 7:00 a.m. on a day which is recognized as an official holiday by the City in its personnel policies.

5. **Battalion Chief Hiring.** The City agrees to internal-only postings for future Battalion Chief vacancies and to conduct an internal-only selection process when there are two (2) or more internal applicants who meet the minimum qualifications of the Battalion Chief position. An internal candidate who successfully completes the selection process will be offered the position. If the internal selection process yields no successful candidates, the City retains the right to conduct an external search.

6. **Succession Planning.** The City agrees to update the succession plan within 180 days from the effective date of this agreement. The succession plan shall provide career direction for all positions from probationary firefighter to Fire Chief.

7. **Firefighter Vacancies.** There are currently two firefighter vacancies in the City of Bozeman Fire Department. The City agrees to use its best efforts to fill these current two firefighter vacancies within 120 days.

8. **Hazardous Materials Coordinator Reimbursement.** The City agrees to reimburse Local 613 \$1,673.30, which was paid to the City on August 24, 2015 for overpayment of the Hazardous Materials Coordinator.

9. **Withdrawal of Unit Clarification.** The City will withdraw and dismiss the Unit Clarification with prejudice.

10. **Withdrawal of ULP.** The Local 613 will withdraw and dismiss the ULP with prejudice.

11. **Authority to Execute Agreement.** The Parties to the Agreement further agree and covenant, as evidenced by the signatures of the authorized signatories below, that this Agreement is binding on the Parties, their assigns, and successors in interest. Each party represents and warrants that: (a) the party has the full right, power and authority to enter into this Agreement and to perform all obligations hereunder; (b) the party has obtained in writing any agreement, consent, or permission; and (c) any individual executing this Agreement on behalf of any party has the requisite power and authority to cause this matter to be settled in accordance with the terms of this Agreement.

12. **Final Agreement.** This written Agreement constitutes the final agreement between the parties and shall supersede all prior written or oral negotiations, agreements, and understandings between the parties except the CBA, as amended by the MOU and this Agreement.

13. **No Representations**. The Parties acknowledge that no other party, or agent, or attorney of any other Party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the other Party to execute this Agreement, and the Parties acknowledge that they have not executed this Agreement in reliance upon any such promise, representation, or warranty not contained herein. This Agreement contains all terms and conditions related to the subject matter hereof. There are no other terms and conditions relating to the subject matter hereof not contained herein.

14. **Independent Counsel**. The Parties acknowledge that they have been represented by independent counsel of their own choice throughout all negotiations that have preceded the execution of this Agreement and the execution of same has been made with the advice of said counsel. The Parties agree that each side will bear its own attorneys' fees and other costs and legal expenses related to the subject matter of this Agreement.

15. **Interpretation**. This Agreement shall be treated as jointly drafted, and will not be construed against any Party as the drafter. Accordingly, any uncertainty or ambiguity that may exist in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Additionally, each Party has had counsel that has contributed to the drafting of this Agreement, and therefore it shall not be construed more strictly against any party.

16. **No Admission of Liability**. This Agreement represents the compromise of disputed matters by and between the Parties. Neither the execution nor the performance of this Agreement, nor any of its terms or provisions, shall constitute or be deemed a presumption, concession, statement or admission of any fact, liability, breach of contract, negligence, fault, or other wrongdoing of any kind by either Party.

17. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Montana, without regard to conflicts of law principles.

18. **Severability**. Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

19. **Attorneys' Fees**. Each party shall pay their respective costs and attorneys' fees.

20. **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute a single document. Execution of facsimile copies, scanned copies, and other reproductions shall be acceptable as counterparts.

CITY OF BOZEMAN

Date: 5-9-16

By: Christa Kubulski

Its: City Manager

Date: 5-5-16

IAFF LOCAL 613 BOZEMAN
FIREFIGHTERS

By: [Signature]

Its: President

<u>Years of Service</u>	<u>Correct Pay Amount</u>					
Year 1 (Day 1 - 365)	\$0					
Year 2 (starts on day 366)(\$13mo/YOS)	\$26					
Year 3 (day 731)	\$39					
Year 4 (day 1,096)	\$52					
Start of Year 5 (day 1,461)(\$15mo/YOS)	\$75					
Year 6 (day 1,826)	\$90					
Year 7 (day 2,191)	\$105					
Year 8 (day 2,556)	\$120					
Year 9 (day 2,921)	\$135					
Start of Year 10 (day3,286) (\$17mo/YOS)	\$170					
Year 11 (day 3,651)	\$187					
Year 12 (day 4,016)	\$204					
Year 13 (day 4,381)	\$221					
Year 14 (day 4,746)	\$238					
Year 15 (day 5,111)	\$255					
Year 16 (day 5,476)	\$272					
Year 17 (day 5,841)	\$289					
Year 18 (day 6,206)	\$306					
Year 19 (day 6,571)	\$323					
Year 20 (day 6,936)	\$340					
Year 21 (day 7,301)	\$357					
Year 22 (day 7,666)	\$374					
Year 23 (day 8,031)	\$391					
Year 24 (day 8,396)	\$408					
Year 25 (day 8,761)	\$425					
Year 26 (day 9,126)	\$442					
Year 27 (day 9,491)	\$459					
Year 28 (day 9,856)	\$476					
Year 29 (day 10,221)	\$493					
Year 30 (day 10,586)	\$510					