

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MISSOULA

AND

MISSOULA POLICE OFFICER ASSOCIATION

FOR FY 2020 THROUGH FY 2023

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF MISSOULA, MONTANA, hereinafter referred to as "EMPLOYER", and the MISSOULA POLICE OFFICER ASSOCIATION, hereinafter referred to as "ASSOCIATION".

ARTICLE 1  
Purpose

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

ARTICLE 2  
Recognition

Employer recognizes the Association as the sole and exclusive bargaining agent for all police officers of the City of Missoula, except Captains, Assistant Chiefs, and the Chief of Police.

ARTICLE 3  
Association Security and Dues Collection

Section 1. The Employer recognizes the lawful rights of members of the Association to self-organize, join, and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities and for mutual aid and protection. All Employees covered under the terms of this Agreement may voluntarily join the Association. The City of Missoula, including its directors, managers and supervisors, shall remain neutral on the issue of whether any Employee should join the Association or otherwise participate in Association activities.

Section 2. Any member of the bargaining unit may authorize the Employer to deduct from their pay the amount of dues or fees charged by the Association. This authorization must be in writing and forwarded to the Payroll office by the cutoff date for the payday when it is to become effective. The Employer agrees to implement all the terms of dues-checkoff authorizations submitted to the Employer by the Association and agreed to by the Employee. The Employer shall adhere to the specific provisions in each dues checkoff authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the Employee as stated in the authorization.

Section 3. Any Employee may revoke a written authorization for payroll deductions in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after Employer receives written confirmation from the Association that the terms for revocation of the Employee's authorization regarding payroll deductions have been met. Employer will refer all Employee

inquiries regarding the Association's revocation process to the Association. Employer may answer any Employee inquiry about process or timing of payroll deductions.

Section 4. The Association shall indemnify, defend, and hold Employer harmless against any claims made and any suit instituted against Employer as a result of payroll deductions from Employees for Association dues, fees, and assessments provided such deductions were made in accordance with Employer's good faith reliance on the terms of a written payroll deduction authorization and at the direction of the Association.

Section 5. Officially designated representatives of the Association shall be given time off with pay to attend to Association business as herein provided:

- a) Not more than two (2) members of the Association negotiating team to attend negotiating sessions with Employer representatives;
- b) A member of the Association, including an official Association representative, for any meeting with the Employer concerning this Agreement;
- c) Official Association representatives for regularly scheduled or special meetings of the local or state Association, provided that no more than two (2) members shall, at any time, be granted leave from duty for any such Association business;
- d) An Association representative for a meeting with newly hired officers for the purpose of explaining Association membership and dues deductions;
- e) Reasonable notice must be given before any leave may be granted under this Section, and the Employer reserves the right to restrict such release time in cases of possible manpower shortage.

#### ARTICLE 4

##### Minimum Standards and Prevailing Rights

Section 1. This Agreement is intended to set forth only minimum standards of benefits to employees. Employer may increase any benefit within or beyond the scope of this Agreement without further negotiations with employees.

Section 2. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth in this Agreement shall remain in full force and effect.

ARTICLE 5  
Management Rights

The Association recognizes the prerogative of the Employer to operate its affairs in all respects in accordance with its responsibilities to the citizens of Missoula, and the powers or authority which Employer has not officially delegated, limited, or modified by this Agreement are retained by the City, and in such areas as, but not limited to:

- 1) Directing employees;
- 2) Hiring, promoting, transferring, assigning, and retaining employees;
- 3) Relieving employees from duties because of lack of work or funds or under conditions
- 4) where continuance of such work would be inefficient or nonproductive;
- 5) Maintaining the efficiency of governmental operations;
- 6) Determining the methods, means, job classifications, and personnel by which the employer's operations are to be conducted;
- 7) Taking whatever actions may be necessary to carry out the mission of the City of Missoula in situations of emergency;
- 8) Establishing the methods and process by which work is to be performed; and
- 9) Scheduling overtime work as required, in a manner most advantageous to the City and consistent with requirements of state law.

ARTICLE 6  
Rules and Regulations

Employees agree to comply with Police Department rules and regulations not in conflict with the terms of this Agreement. Employer agrees that employee claims of unjust or unfair treatment under Department rules and regulations or claims that such Police Department rules and regulations are in conflict with the terms hereof shall be subject to the grievance procedure as described herein.

ARTICLE 7  
Waiver and Supplemental Agreements

Section 1. The Employer and the Association expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of

either or both the Employer or the Association at the time they negotiated or executed this Agreement and even though such subject or matter was proposed and later withdrawn.

Section 2. Notwithstanding the foregoing, it is understood and agreed that this Agreement may be modified and amended with the consent of both parties. Supplemental Agreements may be completed through negotiations at any time during the life of the Agreement. Either party may notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed will be signed by the Missoula Police Association and City officials and shall become a part of this Agreement and subject to all of its provisions.

ARTICLE 8  
Savings Clause

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 9  
Discrimination

The Association recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer as set forth in City of Missoula Human Resource Policies.

ARTICLE 10  
Personnel Reduction

Section 1. A reduction in personnel causing layoffs of either full or part-time personnel shall require written notice to the individual(s) affected at least ten (10) working days in advance of the layoff date.

Section 2. No full-time employee shall be laid off while temporary employees are serving in the bargaining unit.

Section 3. The Association will be given thirty (30) days prior notification of pending layoffs and ample opportunity to comment on intended layoffs with Employer.

Section 4. Layoffs and subsequent recall shall not be considered as new employment affecting the status of previous employees nor shall it require the placement of re-employed personnel in a probationary status.



ARTICLE 11  
Subcontracting

The Association recognizes that the Employer has statutory and other rights and obligations in contracting for matters relating to municipal operation. The right of contracting subcontracting is vested in the Employer. It is understood that the Employer's exercise of the rights referred to herein shall not result in lay-off of any members within the bargaining unit.

ARTICLE 12  
Hours of Work

Section 1. A standard workweek consists of forty (40) hours of regularly scheduled work consisting of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays.

Section 2. During a ten (10) hour regularly scheduled shift, officers are authorized eighty (80) minutes for breaks at the discretion of the individual officers and consistent with reasonableness and coordinated with department work load and operational functions of a priority or emergency nature occurring during the specific shift. It is recommended no single break be more than forty (40) minutes without shift commander approval. During all such breaks, officers will remain in contact with the dispatcher and/or supervisor and are subject to duty.

Section 3. During an eight (8) hour scheduled shift, officers are authorized seventy (70) minutes for breaks at the discretion of the individual officers and consistent with reasonableness and coordinated with department work load and operational functions of a priority or emergency nature occurring during the specific shift. It is recommended no single break be more than thirty (30) minutes without shift commander approval. During all such breaks, officers will remain in contact with the dispatcher and/or supervisor and are subject to duty.

ARTICLE 13  
Overtime

Section 1. Association recognizes Employer's right to schedule overtime work as required in a manner most advantageous to the City and consistent with requirements of state law.

Section 2. Employees required to work in excess of their regular shift will be paid at the rate of time and one half for all excess hours. Once every three (3) months, the employer shall publish a uniform patrol shift schedule which shall list the days and hours of work for the uniform patrol officers for the following three month period. Employees who, with less than seventy-two (72) hours advance notice prior to commencing work on the newly assigned shift, are required to work hours different than provided for on the published patrol shift schedule shall be paid at the rate of time and one half for all such hours worked different from their regularly scheduled shift, except if the change in schedule was due to one of the following reasons: sick leave (including death in the family), workers compensation, vacation, time coming absences and unanticipated or unscheduled work demands. Employer retains the right to establish and set shift schedules of the patrol division in the best interest of the performance of

police services. Employer retains the right to determine how far in advance time coming requests for absence will be approved, but no less than 12 hours in advance of request.

**NOTE:** For purposes of interpreting Sections 3 – 5 below, a “work day” shall be defined as the calendar day the officer’s scheduled shift begins. For example, if an officer is scheduled to work four-ten hour shifts (Sunday – Wednesday) and his/her shift begins at 9:30 p.m. and concludes at 7:30 a.m., Sunday, Monday, Tuesday and Wednesday will be considered the work days.

**Section 3.** Employees called out to work on assigned days off shall receive compensation for a minimum of four (4) hours of work at overtime rates. Employees called in to work on regular days outside assigned duty hours shall receive compensation for a minimum of two (2) hours at overtime rates.

**Section 4.** Employees called out to work on assigned days off for required court appearances will receive compensation for a minimum of five (5) hours. An employee who is scheduled for a trial will not be required to work the entire time for which call back compensation is received unless the court appearance requires their presence for 5 or more hours.

**Section 5.** Employees called out to work on assigned work days for required court appearance shall receive a minimum of three (3) hours of compensation at overtime rates. An officer who is called on the telephone for a DUI blood search warrant return shall be paid for a minimum of one (1) hour at the officer’s overtime rate. If the officer is required to come to court to do the DUI blood search warrant return, the officer shall be paid for a minimum number of hours as provided in this Section.

**Section 6.** Overtime shall include time outside of the regular work day or work week for attendance at in-service training sessions and seminars authorized by the Chief of Police.

**Section 7.** Voluntary overtime shall be paid on a 1 1/2 hour-for-hour basis for actual work hours which occur as the result of time volunteered by an officer which are in excess of a 40 hour week. Officers who volunteer for parade duty, special teams or special events shall be considered voluntary overtime situations.

**Section 8.** An officer who works for at least four (4) hours and is regularly scheduled to work within six (6) hours immediately thereafter, shall receive a rest break of eight (8) hours before being required to report for that next regularly-scheduled shift. The officer shall not be required to use accrued leave time during this eight-hour period.

## ARTICLE 14 Seniority

**Section 1.** All employees shall be probationers, without seniority, for the first twelve months of employment. Upon successful completion of the probationary period employees shall accrue seniority from the date of his/her employment.

Section 2. Seniority shall not accrue during layoff, or while an employee is on leave of absence without pay in excess of fifteen (15) continuous days.

Section 3. Seniority shall terminate upon resignation, discharge, retirement, and layoff or leave of absence, other than military leave, in excess of twelve(12) months or by failure to report after recall from layoff.

Section 4. A seniority list shall be posted by the Employer. The list shall be updated once a year.

Section 5. On layoff the least senior employee shall be the first laid off and on recall from layoff the most senior employee on layoff shall be the first recalled. Recall shall be by notice to the employee's last known address. Employees must report to work within ten (10) days of receipt of notice or such longer period as may be mutually agreed, or lose seniority.

## ARTICLE 15 Allowances and Premiums

### CLOTHING

Section 1. Each probationary employee shall be furnished clothing items during the first year of service. All clothing items shall be either new or in excellent condition such that they are attractive in appearance, serviceable and safe. The items to be issued by the City during the first year of service are set forth in Exhibit B, attached hereto.

Section 2. The items listed in Exhibit B shall remain the property of the City for the first five (5) years of the employee's service. All serviceable items, as determined by the Chief, will be returned to the City upon separation from service during the five (5) year period.

Section 3. After their first year of employment, each employee covered by this Agreement shall be entitled to an annual clothing allowance of Seven Hundred and Thirty Dollars (\$730.00). The clothing allowance shall be issued no later than September 1 of each fiscal year.

Section 4. Employees anticipated to complete their first year of employment after issuance of the annual clothing allowance and within the same fiscal year shall receive, at the time of the annual clothing allowance distribution, a prorated amount based on their one-year anniversary date.

Section 5. The clothing allowance shall be adjusted each year of this agreement by ten dollars (\$10.00) per year. The City agrees to issue a separate check for the clothing allowance, but retains the sole discretion to determine required tax withholding that shall be applied to the check.

Section 6. The Employer agrees to repair or replace any uniform item, and any accessory as listed and described in Exhibit C, or authorized in writing by the Police Chief, which in the determination of the Chief, has been damaged or destroyed in the line of duty. The Chief may make allowances for normal wear in making such determination.

In addition, in the event the Employer should change any of the clothing which is required during the life of this Agreement, employees so affected by the change shall be provided with the requisite number of items so changed.

Section 7. All employees shall maintain a complete set of regulation uniforms at all times.

#### SHIFT DIFFERENTIAL

Employees required to work between the hours of 5:00 p.m. and 7:00 a.m. will be paid a shift differential of one dollar and fifty cents per hour (\$1.50/hour).

#### DETECTIVE ON-CALL

On-call compensation for detectives shall be paid at the rate of two dollars and fifty cents (\$2.50) per hour for any hours that the detective is on-call beginning Friday at 5:00 p.m. (1700) and ending Monday at 7:00 a.m., provided, however, that: (1) if Monday is a holiday, the on-call period shall end on the immediately following Tuesday at 7:00 a.m., and (2) if Friday is a holiday, the on-call period starts on the immediately prior Thursday at 5:00 p.m. The scheduling of on-call detectives shall be done according to the On-Call Policy.

#### WORKING OUT OF CLASSIFICATION

Any employee covered by this Agreement who is required to accept the responsibilities and duties of the **SHIFT COMMANDER** or Detective Division supervising officer shall be paid at the rate for that rank while so acting, subject to the following stipulations:

Section 1. Corporals may be required to temporarily (less than 80 hours) assume the responsibilities of the Shift Commander in the absence of a Sergeant without any additional compensation above the rate of pay of the Corporal.

Section 2. Patrol Officers or Detectives may be required to assume the responsibilities of the Sergeant because of the absence of a Corporal or a rated officer (Division Captains excluded). The Patrol Officer or Detective receives compensation for the hours they actually assume the responsibility. Patrol officers or Detectives are compensated at the rate of a Sergeant for the temporary supervision assignment.

Section 3. If the Patrol Division is absent a Corporal or rated supervisor (Captains excluded) but a rated supervisor is present in the Detective Division, the patrol officer acting as the Shift Commander will be appropriately compensated as a Sergeant. The same applies in reverse.

Section 4. In the instances where the patrol mid-watch and late-nights shifts are both absent a Corporal or a rated supervisor, the supervising patrol officer of each respective team will be compensated for the five (5) hours they are individually in charge of their teams. During the five (5)

hour overlap, only the senior patrol officer of the two teams (unless otherwise stipulated) will assume responsibility and be so compensated for the five (5) hour overlap.

Section 5. Assignment of the officer to assume supervisory responsibility in the absence of a rated officer will be by seniority unless otherwise stipulated by the Division Captain. The officer must meet the minimum qualifications of a Corporal to perform these duties.

Section 6. The officer (Patrol Officer, Detective, Corporal or Sergeant) is assigned by a Captain or Chief, the responsibilities of a higher ranking officer who is absent due to scheduled time off for a period of forty (40) hours or more, and the duties of the higher ranking position are clearly assigned and expected.

## ARTICLE 16 Sick Leave

Section 1. As provided by state law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of eight (8) hours per month without restriction as to the number of days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 2. An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits earned.

Section 3. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (1/4) of the amount attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the Employer.

Section 4. Sick leave credits may be used as follows:

- a) Illness or injury of the employee.
- b) Illness or injury in the employee's immediate family requiring the employee's personal attention.
- c) Quarantine for contagious disease control provided certification is obtained from the attending physician.
- d) Medical, dental or eye examination or treatment for treatment of employee's illness, injury, or for preventive care.
- e) To attend or make arrangements for a funeral of a member of the immediate family.

- f) Illness that occurs during an employee's vacation shall be charged to sick leave, if the illness prevents the employee from beginning his/her vacation or if the illness causes the employee to terminate his/her vacation, or any other situation where deemed appropriate by the Chief of Police.
- g) Maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child.

Section 5. Immediate family shall mean current spouse, parents, grandparents, siblings, children or grandchildren of employee or spouse of the employee, corresponding in-law, or any individual, though not related by blood, who has been a permanent member of the employee's household.

Section 6. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes. The Employer reserves the right to require medical statements and/or contact the employee's physician.

Section 7. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline which may include discharge with forfeiture of payments of any accumulated sick leave.

Section 8. Employees who, because of illness or injury, are subject to extended convalescence, may return to work in a light or limited duty status in lieu of exhausting all earned sick leave credits or in the event that no sick leave credit is then due the employee, if it is determined by the Chief of Police that there is a position available which the employee can efficiently handle and if filling such position is approved by the Chief of Police. Employees working under this section shall be compensated for all hours worked at their regular hourly wage. Any employee returning to work in a light or limited duty status shall provide the Employer with written permission or authorization from his treating physician allowing the employee to return to work in that capacity. Employees capable of returning to a light or limited duty status as evidenced by written authorization from his/her treating physician may be required to return to such duty. Upon receipt, by the employee, of doctor's permission to return to his normal duties, the employee shall return to his normal duties.

## ARTICLE 17 Holidays

Section 1. Employees shall be granted the following holidays without loss of pay:

1. New Year's Day--January 1
2. Martin Luther King, Jr. Day--the third Monday in January
3. Presidents' Day--the third Monday in February
4. Memorial Day--the last Monday in May

5. Independence Day--July 4
6. Labor Day--the first Monday in September
7. Indigenous Peoples' Day--the second Monday in October
8. Veteran's Day--November 11
9. Thanksgiving Day--the fourth Thursday in November
10. Christmas Day--December 25
11. State-Wide General Election Day in November of even-numbered years.
12. In addition to the above holidays, employees shall be granted the following days as holidays without loss of pay:
  - a) Any day declared a national holiday for all government subdivisions within the entire nation by the President of the United States;
  - b) Any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; and
  - c) Any day declared a legal holiday for all city government employees by the mayor of the City of Missoula.

Section 2. Employees shall be entitled to all holidays awarded to the employees of the City of Missoula. Employees who are regularly scheduled to work eight-hour shifts during pay periods in which a holiday occurs shall be credited with eight hours of holiday comp time. Employees who are regularly scheduled to work ten-hour shifts during pay periods in which a holiday occurs shall be credited with 10 hours of holiday comp time.

Employees who are required to work on any of the following holidays shall receive 1.5 hours of holiday comp time for each hour actually worked: Thanksgiving, Christmas, New Year's Day, and Independence Day;

- Effective July 1, 2019: Memorial Day;
- Effective July 1, 2020: Labor Day;
- Effective July 1, 2021: Veterans' Day;
- Effective July 1, 2022: Presidents' Day.

It is understood and agreed that:

- a) Holiday comp time shall be accrued in a leave bank that is separate and distinct from any approved compensatory time earned in lieu of overtime under the Fair Labor Standards Act (FLSA), which is covered under Article 13;
- b) Holiday comp time shall not be accumulated in excess of two hundred (200) hours and employees who have reached the maximum accumulation shall be paid for any holidays worked which would cause them to exceed the 200 hour limit;
- c) An officer who retires or terminates employment shall be paid for a maximum of 100 hours of holiday comp time, no matter how much holiday comp time over 100 hours that the officer has accumulated.
- d) The Employer reserves the right to schedule the use of holiday comp time so that accumulated holiday comp time does not exceed two hundred (200) hours within six (6) months of the execution of this contract.

Section 3. The employee will receive either holiday benefits for working on the day the holiday is observed, or for working on the actual holiday, but not both.

Section 4. Any full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off in addition to the employee's regularly scheduled days off.

## ARTICLE 18 Vacation

Section 1. As provided by state law, each employee will earn vacation credits from the first full pay period of employment at the rate of ten (10) hours per month for the first ten (10) years of service; twelve (12) hours per month for the next five (5) years of service; fourteen (14) hours per month for the next five (5) years of service and sixteen (16) hours per month for all service after twenty (20) years.

Section 2. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period until they have been continuously employed by Employer for a period of six (6) calendar months.

Section 3. Persons must be employed six (6) qualifying months before vacation credits may be used. Vacation credits shall not be accrued during a leave of absence without pay.

Section 4. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.



It is the responsibility of the Employer to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under the preceding paragraph and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under the preceding paragraph.

Upon termination of employment with the Employer, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination, provided that such rate has been in effect at least one month. An employee who terminates his employment for reasons not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-611.

Section 5. Scheduling of vacation leave will be accomplished by cooperation between the employee and the Chief on forms provided by the Employer giving consideration of the employee's needs and the needs of the Employer. The Chief will maintain a vacation roster on which employees will be required to list their vacation dates. Assignment of vacation will be made by seniority. Once the vacation roster has been posted and approved by the Chief there shall be no alteration of or deviation from the vacation schedule without the express consent of the affected employee or employees and the Chief or his designee, or unless there is an emergency within the Department as determined by the Chief of Police that warrants an alteration. The Chief or his/her designee shall notify the courts of the dates of employees' "sacred vacation", which shall include the employees' regular days off immediately before and immediately after the "sacred vacation".

## ARTICLE 19 Military Leave

Any employee who is a member of the organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and, who is a permanent employee of the City of Missoula, shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days, or one hundred twenty (120) hours, in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against leave credits earned by the employee. Reinstatement privileges of employees who have been inducted into military service as provided for under state law will be followed.

ARTICLE 20  
Jury Duty - Service as Witness

Section 1. Each employee summoned as a juror shall remit all fees payable as a result of service to the Employer to be applied against the amount due the employee by the Employer.

Section 2. An employee serving on jury duty who is temporarily excused from attendance during any part of his work shift shall report for duty for the remainder of the shift.

Section 3. An employee may elect to charge the time spent in jury or witness service against the employee's annual leave or compensatory time. In the event of such election the employee shall retain all fees paid for such service.

Section 4. Employees who are called to duty or subpoenaed to give testimony in court about events arising out of their employment on an off-duty day or on vacation, shall be compensated at the rate of time and one-half the employee's regular rate of pay with a minimum compensation as provided in Article 13, Section 4.

ARTICLE 21  
Leave Without Pay

Section 1. Employees who have been in the service of the Employer for at least one (1) year will be entitled to take a leave of absence without pay for an extended illness, personal injuries to the employee or out-of-state hospitalization of his/her spouse or child, provided the Employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Leaves of absence may be granted up to three (3) months, provided, however, the Employer may approve leaves of absence in excess of three (3) months.

Section 2. Requests for leaves of absence without pay shall be submitted in writing by the employee to the Chief. The request shall state the reason for the leave and approximate length of time off the employee desires.

ARTICLE 22  
Family Medical Leave

Family Medical shall be provided to Employees in accordance with the terms of Federal law and City of Missoula Human Resource Policies.

ARTICLE 23  
Travel

The Employer will provide the Chief with a travel fund in the amount of One Thousand Dollars (\$1,000.00). This fund will be administered by the Chief or his designee for the purpose of emergency travel funds for officers engaged in overnight travel and all allowable expenses incurred for that travel

where necessary. Upon return from authorized travel, the officer will return to the Chief (within 72 hours) all monies drawn on the account, less the amount actually used for authorized travel expenditures. All authorized travel expenditures except for meals, will be verified by written receipts. When the officer is reimbursed by an outside agency for monies expended, he/she shall return all such reimbursements to the Chief within five (5) days of receipt.

ARTICLE 24  
Training, Education and Physical Fitness

Section 1. Each full-time officer who is subject to the provisions of this Agreement shall be eligible for reimbursement of all tuition and other expenses directly related to attendance in job-related courses at an accredited vocational or post-secondary institution. Eligibility for reimbursement shall be subject to the following conditions:

- a) All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the officer's immediate supervisor. All scheduled times of courses must be approved by the Chief of Police. Any situation, which in the discretion of the Chief of Police, would require an officer's presence on the job shall take complete and final precedence over any time scheduled for courses.
- b) Any financial assistance from any governmental or private agency available to an officer, whether or not applied for and regardless of when such assistance may have been received shall be deducted in the entire amount from the full tuition reimbursement the officer is eligible for under this Section.
- c) Only those institutions listed by the Department shall establish eligibility of the officer to receive reimbursement for tuition. Only those courses that are approved by the Chief of Police shall be eligible for tuition. Application for approval of institutions and courses must be made to the Chief of Police not more than thirty (30) days or less than ten (10) days prior to enrollment. The Employer reserves the right to limit the number of enrollees and the number of courses taken by each enrollee during any fiscal year. All approvals are subject to budget constraints.
- d) The City upon receiving evidence of satisfactory completion of approved job related courses, will reimburse the employee for tuition and books for up to \$500 per fiscal year.

Section 2. Educational leaves of absence without pay may be granted to an employee not to exceed twelve months. Course work shall be related to a law enforcement career. Requests shall be submitted to the Chief of Police in writing, and must be approved by the Employer.

Section 3. The Employer will supply 100 rounds of 40 S&W or 223 Remington, or half of each, as target ammunition per month to be used for practice. The Employer may establish any necessary procedure to assure that ammunition is used for bona fide practice sessions with the police officer's duty weapon and to assure that excess rounds are not issued to officers not using the 100 rounds of issued ammunition. Appropriate procedures may include issuing ammunition only at the time it is to be

used. If an officer does not use his/her allotment for the particular month for which it is issued, additional ammunition over and above the monthly allotment of 100 rounds will not be supplied the following month; there will be no accumulation of practice ammunition.

Section 4. In the interest of promoting and maintaining officer fitness, the parties agree to establish a fitness committee. The committee shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer.

- a) The Association and the Employer agree that all officers shall complete the Montana Physical Abilities Test (MPAT) physical fitness assessment annually.
- b) If any officer seeks a medical exemption from the annual fitness assessment the cost for the medical examination is the responsibility of the officer.
- c) Officers shall receive compensatory time off in accordance with the following schedule:
  - Officers who pass within Montana Law Enforcement Academic (MLEA) standards = ten (10) hours of compensatory time off;
  - Officers who pass with a time under 5:30 = 15 hours of compensatory time off;
  - Officers who pass with a time under 4:30 = 20 hours of compensatory time off.

Banked MPAT compensatory time is limited to twenty (20) hours, any accumulation over twenty (20) hours must be used prior to any other leave, excluding sick time.

Officers falling below any minimum standard established by the MLEA committee's assessment instrument may complete a consultation with the City's Wellness Coordinator during normal working hours within sixty (60) days of the assessment. The purpose of this consultation will be to help the officer find ways to improve his or her overall fitness and health.

- d) Officers seeking specialized training must meet the physical fitness standards for that training. Officers seeking special duty assignments that have physical fitness standards must meet those standards in order to be considered for the assignment and must maintain those standards in order to maintain that assignment.

Section 5. The strategic goal of the Missoula Police Department is to maintain a consistent training schedule, affording the opportunity for all officers to receive on-going employment-related training. The Department's goal is to average forty (40) hours of training per officer per year, except for officers known to be retiring and officers on extended illness, injury status or other extended leave. The training will be scheduled in advance. If officers miss the scheduled training due to illness or approved time off, the training will not be rescheduled. Certain skills require frequent training and/or qualifications, among them, driving and firearm skills. The Missoula Police Department will provide

annual EVOC training as resources and logistics allow for all patrol officers. The department will also provide at least five (5) hours of training per quarter for each officer. Fifty (50) percent of that training for each year should consist of use of force training for each officer, which could include firearms simulator, classroom lecture, scenario-based training, live fire range training, etc.

Section 6. The City of Missoula agrees to add the Missoula Police Protective Association as a work out facility for the purpose of qualifying for a ten dollar (\$10.00) per month incentive award to be utilized toward the upkeep and maintenance of the "Police Workout Facility", provided each officer utilizes the facility at two (2) hours per month during each month. Incentive awards will be reimbursed directly to the Police Protective Association out of the city Wellness fund budget. At the end of each calendar month an officer in the Association will submit, to the Human Resources Department, the sign in sheets with each officer's name and badge number for which a re-imbusement is requested.

## ARTICLE 25 Medical Examinations

Employer agrees to provide medical examinations when such examination is required by the Employer except when such examination is required to prove illness pursuant to Section 6 of Article 16 on Sick Leave.

## ARTICLE 26 Health Insurance

Section 1. Effective July 1, 2019 the City shall provide the same medical and dental insurance benefits to police officers as provided to other City employees under the City's self-funded health benefit plan. Effective July 1, 2019, employee contributions for spouse and dependent(s) coverage shall be those that were in effect for Fiscal Year 2019. Effective as soon as is practicable following the signing of this Agreement by all Parties and continuing thereafter until and unless otherwise agreed upon by the Parties, the employee contributions for single employee coverage shall be reduced to zero and full cost of coverage for single employee coverage shall be paid by the City.

Section 2. From July 1, 2019 through June 30, 2023 the Union agrees to accept increases in employee contributions for spouse and dependent(s) coverage and changes to the benefit health plan design to those in effect as of July 1, 2019, up to a maximum of a twenty-five (25) percent increase in contribution rates plus the employee's cost of benefit plan changes or \$65.00 (Sixty-five Dollars) per employee per month (whichever is lower), provided these increases/plan changes are approved by the City Council and in effect for all other City employees and provided further that the City's contribution increase is, at a minimum, the same percentage increase apportioned to the employee contribution rate for spouse and dependent(s) coverage. The cost to the employee of plan changes shall be calculated by dividing the savings to the plan (as determined by the plan consultant) by the number of active City employees and retirees on the plan. Enhancements to the plan, such as vision coverage, approved by the City Council and in effect for all other City employees shall also be provided to the Union and shall not impact the calculation of the \$65.00 limit in plan changes and employee contribution increases.

The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes prior to approval by City Council. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

Upon expiration of this Agreement, insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions shall not be changed without first engaging in collective bargaining.

The City agrees to work with the Association on premium and benefit issues through the Employee Benefits Committee (EBC). The Association shall appoint one (1) bargaining unit member to the EBC. It shall be the EBC Chair's duty to notify the Association representative of all EBC meetings.

Section 3. The City agrees to allow employees to participate in an I.R.C. 125 plan whereby employees can contribute toward their health benefit plan on either a pre-tax or post-tax basis as follows:

- a) Effective as soon as is practicable after the City receives written notice of contract ratification in FY 20, Eight Hundred Dollars (\$800.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- b) Effective on July 1, 2020, Eight Hundred Fifty Dollars (\$850.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- c) Effective on July 1, 2021, Nine Hundred Dollars (\$900.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- d) Effective on July 1, 2022, Nine Hundred Fifty Dollars (\$950.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.

This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health benefit plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a pre-tax payroll deduction from his/her gross pay equal to the Contribution amount. This deduction from the employee's gross pay will in turn be paid into the City's health benefit fund.

If an employee elects to participate on a post-tax basis, the Contribution amount shall be taxable income to the employee and the employee shall authorize the post-tax payment of the Contribution amount into the employee health benefit fund as a post-tax payroll deduction.

This Contribution amount included in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit through additional employee, employer and state retirement contributions. Both parties acknowledge that employee pension contributions and

employer pension, workers' compensation, and unemployment contributions will be required on the employee's additional gross income. Both parties agree that the Contribution amount is not included within and shall be excluded from the determination of the employee's regular rate of compensation as that phrase is defined under 29 U.S.C. 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the Contribution amount in employees' gross pay should be included in overtime compensation calculations, then the parties agree that no retroactive overtime pay shall be paid by the City and there will be a corresponding reduction to employees' monthly base wages listed in Appendix A of the collective bargaining agreement to carry out the intent of this provision which shall result in no additional costs to the City.

Furthermore, the Union agrees that the July 1, 2019 through June 30, 2023 monthly base wages per Appendix A of the collective bargaining agreement do not reflect the additional cost to the City for adding this benefit. The additional cost to the City however, is included as part of the employees' overall compensation equal to the increase in monthly employer pension, worker's compensation, and unemployment contribution costs due to the inclusion of the Contribution amount in employees' gross pay.

Section 4. If an employee is killed in the line of duty, the City agrees to pay:

- a) The health insurance premium for dependents who are on the plan at the time of his/her death for forty-eight (48) months, assuming the dependent otherwise meets insurance eligibility coverage as defined in the plan; and
- b) All funeral-related costs, up to \$15,000.

The determination as to whether or not an employee was killed in the line of duty will be made by the City's workers' compensation carrier.

The health insurance payment by the City does not include the cost of employee, spouse or dependent premiums, deductibles, co-pays or other charges normally paid by individuals covered by the City health plan. Coverage provided under this Section ends if: (1) the spouse of the officer killed in the line of duty remarries and is eligible for health insurance coverage through the new spouse, (2) the spouse of the officer killed in the line of duty becomes gainfully employed and eligible for health insurance coverage through that employer, and/or (3) the spouse of the officer killed in the line of duty passes away. The spouse and dependents of the officer killed in the line of duty shall be subject to any health benefit changes adopted for all City employees after the date of the officer's death.

## ARTICLE 27 Compensation

The wage rate for employees covered by this Agreement shall be in accordance with the Classifications and Pay Schedule set forth in Exhibit A, attached hereto.

ARTICLE 28  
Legal Representation and Fees

Section 1. In the event the employee is named and served as a defendant in any civil action arising out of his/her employment and the City's insurance carrier has not provided legal defense for the employee within twenty (20) calendar days of notice to the insurer, the Employer shall pay reasonable attorney's fees for an attorney retained by the employee to safeguard the interest of the employee in such action, provided that no criminal charges have been filed against the employee in connection with the incident that gives rise to the claim, or if originally filed, such criminal charges have been dismissed.

In no event shall Employer be obligated to pay attorney's fees for any suit, proceeding, or appeal instituted by the employee, nor shall the Employer be liable for the defense or indemnification of any employee action enumerated in 2-9-305(6) MCA, as follows:

- a) the conduct upon which the claim is based constitutes oppression, fraud, or malice, or for any other reason does not arise out of the course and scope of the employee's employment;
- b) the conduct of the employee constitutes a criminal offense as defined in Title 45, chapters 4 through 7;
- c) the employee compromised or settled the claim without consent of the City; or
- d) the employee failed or refused to cooperate reasonably in the defense of the case.

Section 2. Any employee eligible for such payment shall submit an itemized statement of attorney's fees to the Employer no more than thirty (30) days after receipt of the statement from the attorney. The Employer will pay the reasonable attorney's fees of the employee within (30) days after the itemized statement is submitted unless the attorney's fees submitted are deemed by the City Attorney to be not appropriate for the services rendered. In such instance payment shall be made within thirty (30) days after the determination of reasonableness is agreed upon between the City Attorney and the employee's legal representative. The reasonableness of the attorney's fees shall be determined by a review of typical charges of attorneys of like experience and ability on like matters in the community.

Section 3. In the event that a final verdict or judgment establishes that the employee has committed an intentional tort or felonious act, or any act specifically identified in Section 2-9-305 (6) MCA and the employee has no reasonable basis to believe that the act is within departmental guidelines, the employee shall be obligated to reimburse the City for attorney's fees previously paid by the City on the employee's behalf.

Section 4. The Employer shall notify the president of the Association in writing as soon as possible after the Employer has notice that it or an employee is named as a defendant in any civil action related to the work of the Missoula Police Department.



ARTICLE 29  
Association Representation

Upon request an employee who is the subject of a Police Commission hearing, departmental disciplinary proceeding, or subject to proceeding under the Bill of Rights may have representation by a member of his/her choice from the Association during such hearing if the Association is asked to provide such representation and the City is not already paying for an attorney to represent the employee. The Association representative shall be allowed to attend on duty. If the chosen representative is off duty at the time of the meeting, the Employer will not pay his/her time for attendance at the meeting.

ARTICLE 30  
Safety Committee

Section 1. In the interest of promoting job safety and morale, the formation of a safety committee is hereby authorized. The committee shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer.

Section 2. The committee will meet once each quarter for the purpose of discussing safety and health conditions or problems within the Police Department. The committee shall make recommendations concerning safety rules, equipment, and departmental practices. All recommendations shall be in writing; a copy shall be submitted to the Employer and to the Association.

Section 3. Meetings shall be scheduled at a time agreeable to the Chief of Police. If a committee meeting is scheduled at a time when a member is not on duty, attendance at the meeting shall be on the officer's time and the City shall not compensate the officer for that time.

ARTICLE 31  
Police Officer Bill of Rights

Section 1. When any police officer is under formal investigation for any act which may result in a disciplinary action such that the officer is subjected to formal interrogation by a commanding officer, or any other representative of the Employer, such interrogation shall be conducted under the conditions prescribed by the Police Officer Bill of Rights. For the purpose of this article, disciplinary action is defined as an action which may lead to a written reprimand, transfer, suspension, demotion, reduction in salary or dismissal for disciplinary purposes. Nothing in this Section shall apply to any interrogation of a police officer in the normal course of duty, counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other police officer, nor shall this Section apply to an investigation concerned solely and directly with alleged criminal activities. Informal discussion between supervisor and employee shall be exempt from the provisions of this article. A formal action is any action where an officer is informed by a supervisor or other representative of the Employer that a formal investigation has been initiated. When such formal notification occurs, the following conditions shall apply:

- a) The Employee under formal investigation shall be informed of the nature of the investigation prior to any interview, and he/she shall be informed of the names and addresses of all complainants. The investigating officer of the complaint may be the complainant. However, no employee of the Missoula Police Department shall assume the role and/or name of the complainant, unless said employee shall be the original complainant.
- b) The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, or during the normal waking hours of the police officer, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off-duty time of the police officer being interrogated, the police officer shall be compensated for such off-duty time in accordance with regular department procedures, and the police officer shall not be released from employment for any work missed.
- c) The police officer under investigation shall be informed prior to such interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions to be directed to the police officer under interrogation shall be asked by and through no more than two interrogators at one time.
- d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her personal physical needs.
- e) The police officer under interrogation shall not be subjected to offensive language or threatened with disciplinary action, except that an officer refusing to respond to questions or submit to interrogatories shall be informed that failure to answer questions directly related to the investigation or interrogation may result in disciplinary action. The Employer shall not cause the police officer under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- f) The complete interrogation of a police officer may be recorded, including all recess periods, and there shall be no unrecorded questions or statements. At the request of the Employee a copy of the interview shall be furnished to him/her if transcribed and if any further proceedings are contemplated by the Employer or any other agency. If a tape recording is made of the interview, the Employee shall have access to the tape if any further proceedings are contemplated. The police officer being interrogated shall have the right to bring his own recording device and record any and all aspects of the interrogation.

- g) If prior to or during the interrogation of a police officer it is deemed that he/she may be charged with a criminal offense, he shall immediately be informed of his/her constitutional rights.
- h) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in disciplinary action against any police officer, the officer shall have the right to be represented by a representative of his/her choice at his/her own expense who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose any information received from the officer under investigation for non-criminal matters.
- i) No officer shall be loaned or temporarily reassigned to a location or duty assignment if a sworn member of his department would not normally be sent to that location or would normally be given that duty assignment under similar circumstances.

#### EXERCISE OF RIGHTS

Section 1. No police officer shall be subjected to disciplinary action, or denied promotion or be threatened with any such treatment, because of the lawful exercise of any rights granted under this article, or the exercise of any rights under the existing grievance procedure described in Article 33 below.

Section 2. No disciplinary action, or denial of promotion on grounds other than merit, shall be initiated by the Employer without providing the affected Employee with an opportunity for administrative appeal. Such an appeal shall be made in writing to the Chief of Police and shall specify the nature of the adverse action and proposed remedy. Such an appeal must be made within ten (10) calendar days of the disputed action.

#### COMMENTS ADVERSE TO INTEREST

Section 1. No police officer shall have a comment adverse to his or her interest entered in his or her personnel file without the police officer having first read and signed the instrument containing the adverse comment. Signature of the instrument shall indicate that the officer is aware of such comment. If, after reading such instrument, the officer refuses to sign, that fact shall be noted on that document, and signed or initialed by witnesses to the refusal.

Section 2. A police officer shall have thirty (30) days within which to file a written response to any adverse comment entered in his or her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

#### POLYGRAPH AND SIMILAR PRACTICES

Section 1. No police officer shall be compelled to submit to a polygraph examination against his will. No employee shall be required to take a psychological stress evaluator test, any drugs or medication and/or any form of hypnosis against his/her will. No disciplinary action or other recrimination shall be taken against a police officer refusing to submit to the above-mentioned tests, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take any such examinations, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the police officer refused to take any examinations or tests.

Section 2. Just Cause

- a) Confirmed officers may be disciplined by the Employer for just cause.
- b) For discipline other than criminal offenses and serious misconduct, the Employer shall use progressive discipline, employing discipline letters, suspensions and/or discharge.
- c) Confirmed officers who have received discipline letters, suspensions or discharge may choose to appeal the decision either through the grievance procedure or to the Police Commission.
- d) Disciplinary notices will be effective for the purposes of progressive discipline and will remain in the employees personnel file for the following periods:
  - 1. A written warning will be effective for the purposes of progressive discipline and will remain in the employee's personnel file for a period of no more than six months from the date of the act or omission causing the warning;
  - 2. A written reprimand will be effective for the purpose of progressive discipline and will remain in the employee's personnel file for a period of no more than one year from the date of the act or omission causing the reprimand;
  - 3. A written reprimand coupled with a suspension will be effective for the purpose of progressive discipline for a period of no more than one year from the date of the act or omission causing the suspension and will remain in the employee's personnel file for a period of no more than two years from the date of the act or omission causing the suspension.

Timely requests to remove disciplinary notices from employees' personnel file shall be granted automatically.

In instances of delayed discovery of activity which results in discipline, the discipline will remain in the employee's personnel file for the period specified above or six months from the date of the discovery, whichever is longer.

Section 3. The Employer shall notify the affected employee as soon as is reasonably possible after anyone makes a request to review an employee's personnel file. The Employer must protect the privacy

of individual officers and their family members and may not divulge personal non-work related information during the course of a third-party review of an officer's personnel file.

Section 4. Officer-involved shootings shall be handled by the Employer in accordance with department policy.

## ARTICLE 32 Grievance and Arbitration

Section 1. Any grievance, defined as a dispute which may arise over the application, meaning, or interpretation of this Agreement shall be settled in the following manner and shall be in writing.

Section 2. The Association shall certify in writing to the Employer the names of all employees authorized to represent the Association in this procedure. For purposes of this Article, persons authorized to represent the Association shall be known as "Stewards". Only such designated Steward is entitled to file and process a grievance under this Section. A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Employer.

Section 3. In order to provide the Employer with notice of a potential grievance, the Steward shall notify the Chief or the Assistant Chief (or the ranking officer in their absence) of the potential for a grievance within seven (7) calendar days of the occurrence of the event or incident. Alleged grievances must be filed by the Union within thirty (30) calendar days of the date of the incident or occurrence with the appropriate party as specified herein.

Section 4. The Employer and the employee shall attempt to adjust all grievances which may arise during the course of employment in the following manner:

LEVEL I: An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer's designee. If the grievance is not resolved through informal discussions, the grievance shall be presented by a Steward in writing to the appropriate Captain who shall give a written decision on the grievance to the parties involved within ten (10) calendar days after the receipt of the written grievance. The written grievance shall contain, at a minimum, the following information:

1. The name of the grievant(s)
2. The date(s) of the grievance
3. The nature of the grievance
4. The terms of the Agreement in dispute
5. The adjustment sought

LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Missoula Police Department' Staff, provided such appeal is made in writing within seven (7) calendar days after receipt of the decision in Level I. If a grievance is properly appealed to the Staff, the Staff or its designee shall set a time to meet regarding the grievance,

such meeting to be held within ten (10) calendar days after receipt of the appeal. Within seven (7) calendar days after the meeting, the Staff or its designees shall issue a decision in writing to the parties involved.

LEVEL III: If the grievance has not been resolved at Level II, the grievance may be presented to the Mayor or his designee who shall within seven (7) calendar days of receipt of the grievance, hear the grievance and shall have a maximum of ten (10) working days in which to decide the grievance in writing.

Section 5. Failure by the employer to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal to the next level. The grievant may respond to the Mayor's decision within seven (7) calendar days. If no response is given, the grievance is deemed to be resolved.

Computation of Time. In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 6. In the event there is no resolution of the grievance within the time specified, the parties shall select an impartial arbitrator (who shall be agreeable to the Employer and the Association). In the event that the parties to the dispute are unable to agree upon a selection of an arbitrator, the Montana Board of Personnel Appeals shall be requested to provide a list of five (5) names of qualified arbitrators who are members of the National Academy of Arbitrators. Each party to the dispute shall alternately strike names with the party bringing the grievance striking the first name, until one remains and that person shall be designated the arbitrator. The arbitrator shall consider the grievance and shall render a written decision within thirty (30) days of the date of the hearing of the grievance.

Section 7. The arbitrator shall not have the power to detract, modify or amend this Agreement in any way.

Section 8. The decision of the arbitrator shall be binding upon all parties concerned.

Section 9. Each party shall bear the fees and expenses of the presentation of its case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

Section 10. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs of such transcript.

ARTICLE 33  
No Strike Clause

The Association agrees to the essential nature of the services provided by its members in protecting the public welfare. In the recognition of this fact, the Association agrees that there shall be no work interruption, slowdowns or strikes during the term of this Agreement. In the event of unauthorized interruptions, the Association agrees that it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of bargaining unit employees.

ARTICLE 34  
Performance Evaluations

Section 1. The Employer shall establish a system of periodic employee performance evaluations. The Chief of Police or his/her designee shall complete a written report on forms provided by the Employer.

Section 2. Performance evaluation reports shall be made on probationary employees monthly.

Section 3. Performance evaluation reports on permanent employees covered by this Agreement will be made at least once a year.

Section 4. All employee performance evaluation reports shall be reviewed with the employee by the supervisor conducting the performance evaluation and the Chief or Assistant Chief or their designee. This review will take place prior to any use of any performance evaluation for any purpose.

ARTICLE 35  
Pyramiding

Compensation shall not be paid more than once for the same hour under any of the provisions of this Agreement, except under the following conditions: Compensatory time in five (5) hour increments can be used and overtime worked simultaneously as a special duty assignment only and in conformance with any and all specific requirements of the special duty assignment.

ARTICLE 36  
Binding Arbitration

Unless otherwise mutually agreed, at the expiration date of this Agreement, unresolved issues shall be submitted to the following procedures. The parties recognize that Montana law prohibits strikes by police officers and provides that issues not resolved through the process of collective bargaining are subject to mediation and binding arbitration under procedures which are provided for in Sections 30-31-502 through -504, MCA. The parties recognize the procedures for mediation and arbitration contained in the agreement are not the same as those provided for in state law. The following procedures have been negotiated through the process of collective bargaining with full understanding of the difference between these procedures and state law. By entering this agreement, the parties specifically agree to be bound by the following procedures for mediation and arbitration of issues not resolved in future negotiations:

The parties may request mediation by the Montana State Board of Personnel Appeals. Both parties must participate in the mediation. Upon completion of mediation, the unresolved issues shall be submitted to final and binding arbitration. An arbitrator shall be appointed in the following manner:

- (A) Within five (5) general city operations business days after the mutual agreement between the parties that mediation has been completed, the parties hereto shall select an arbitrator from the arbitrator pool created in (C). Each party, beginning with the Missoula Police Association, shall strike a name from the pool, leaving one as the selected arbitrator.
- (B) Within three months after an agreement is reached or made through binding arbitration, the parties shall select three mutually agreed upon individuals as potential arbitrators for binding interest arbitration.
- (C) Once an arbitrator is selected, the City Human Resource Office shall notify the arbitrator in writing with a copy to all parties of the selection and request his or her agreement to serve and possible dates for arbitration.
- (D) Within ten (10) general city operations business days after receiving notice of the arbitrator's agreement to serve, each party hereto shall submit a final offer on the unresolved issues with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached. The submission of unresolved issues to the arbitrator shall be limited to those items that have been considered in mediation and upon which the parties have not reached agreement.
- (E) The arbitrator's award shall be restricted to the final offers on each unresolved issue submitted by the parties to the arbitrator.
- (F) Within thirty (30) calendar days of the filing of final offers as prescribed in (E) the arbitrator shall schedule an arbitration hearing where both parties may present evidence and be afforded the right of cross examination.



(G) The arbitrator shall base his or her findings on the following criteria if applicable and if raised during negotiations:

1. The stipulations of the parties.
2. The interest and the welfare of the city public as determined by the Mayor and City Council if the arbitrator finds that determination to be reasonable.
3. The reasonable financial ability of the City of Missoula to meet the costs of the proposed contract, giving due consideration and weight to the other services provided by, and other priorities of, the City of Missoula as reasonably determined by the Mayor and the Missoula City Council. A reasonable reserve for operating expenses and contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.
4. The ability of the City of Missoula to attract and retain qualified personnel at the wage and benefit levels provided.
5. The overall compensation proposed for members of the Missoula Police Association, including direct wage compensation and overtime, vacations, holidays and other paid excused time, pensions, insurance benefits, and all other direct or indirect monetary benefits received.
6. Comparison of the overall compensation of Missoula Police Association members with other employees performing similar services in comparable communities within Montana and neighboring states, excluding communities where wages are strongly influenced by their proximity to major metropolitan areas.
7. Comparison as described in (6) above, as it relates to the overall compensation of other City of Missoula employees and their overall compensation compared to employees performing similar services in comparable communities within Montana and its neighboring states, excluding communities where wages are strongly influenced by their proximity to major metropolitan areas.
8. The Consumer Price Index – All Urban Consumers.
9. If the arbitrator believes that the factors in paragraphs (1) through (8) do not provide sufficient evidence for a fair award, the arbitrator may take into consideration other factors that are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment.

(H) Within thirty (30) calendar days of the conclusion of the arbitration hearing, the arbitrator shall render a decision in writing providing the decision and an explanation of the decision.

(I) The determination of the arbitrator shall be final and binding on both parties.

- (J) The determination of the arbitrator and the items agreed upon by the City of Missoula and the Missoula Police Association shall be deemed to be the collective bargaining agreement between the parties.
- (K) The parties may continue to negotiate all offers until an agreement has been reached or the arbitrator renders a decision.
- (L) The parties to the arbitration shall share the fees and expenses of the arbitrator and each party shall bear the other costs of arbitration on their own.
- (M) The Missoula Police Association and the City agree that the mechanism for resolving any future disputes in collective bargaining shall be binding interest arbitration. Accordingly, the Missoula Police Association agrees that there shall be no strikes, work slowdowns, work interruptions or sympathy strikes. The City agrees that there will be no lock-outs or unilateral implementation of bargaining proposals.

ARTICLE 37  
Term of Agreement

This Agreement shall become effective and be in force from July 1, 2019 through June 30, 2023, and from year to year thereafter unless one of the parties serves a written notice of termination or proposed change upon the other party on or before March 31, 2023. All provisions of the collective bargaining agreement, including binding arbitration, no strike, no lock-out shall continue in full force and effect after the termination date of the collective bargaining agreement and thereafter until the parties have agreed on a successor agreement or one has been imposed pursuant to binding arbitration.

Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations on or before June 30, 2023.

This Agreement supersedes all prior Agreements, Memoranda of Agreement, and Letters of Understanding previously entered into by the parties.

ARTICLE 38  
Labor-Management Committee

In order to facilitate communication and help resolve issues of mutual concern, a labor-management committee shall be established to confer on day-to-day work-related problems, topics or issues. The Employer and the Association shall each establish the composition of their respective committees of up to three (3) members each. Meetings will be held upon the written request of either party, at a date and time that is agreeable to both parties. The meeting request shall be accompanied by a proposed meeting agenda that includes the items to be discussed. The parties agree that the purpose of the committee is to discuss items that are not subject to collective bargaining or the contractual grievance procedure. The parties may mutually agree to include a neutral facilitator or other

third party to assist in improving communication or resolving issues, and either party may opt out of labor-management discussions at any time.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MISSOULA

MISSOULA POLICE OFFICER ASSOCIATION

BY: \_\_\_\_\_  
John Engen  
Mayor

BY: \_\_\_\_\_  
Ryan Ludemann  
MPOA President

\_\_\_\_\_  
Dale Bickell  
Chief Administrative Officer

\_\_\_\_\_  
Guy Baker  
Negotiation Team Member

\_\_\_\_\_  
Patrick Erbacher  
Negotiation Team Member

ATTEST:

\_\_\_\_\_  
Martha L. Rehbein  
City Clerk

\_\_\_\_\_  
Date

## EXHIBIT "A"

Effective retroactively to July 1, 2019, the employer agrees to implement salaries during the period of the contract according to the following pay grids:

For FY 2020	(7-1-19 to 6-30-20)	- "FY20 Grid"
For FY 2021	(7-1-20 to 6-30-21)	- "FY21 Grid"
For FY 2022	(7-1-21 to 6-30-22)	- "FY22 Grid"
For FY 2023	(7-1-22 to 6-30-23)	- "FY23 Grid"

Each officer shall receive a base monthly salary according to their years of completed service and their classification. On each officers annual service anniversary their pay shall be recalculated according to the grid in effect at that time. Officers will receive an anniversary increase throughout the term of their employment. It is understood by both parties that the above pay grids include longevity compensation as specified in MCA 7-32-4116.

The pay grids (matrices) consist of three pay components which are a subject of collective bargaining; 1) the structure of the matrix, including the percentage pay difference between years of services and classification; 2) the step increase occurring on each officer's anniversary date, a portion of which includes Officers' longevity increases; and 3) the cost of living or matrix adjustment which increases the value of the entire matrix.

**(See attached Excel spreadsheets.)**

**POLICE PAY MATRIX FY 20**

<b>POLICE OFFICERS</b>			<b>CORPORAL</b>			<b>SERGEANT</b>			<b>LIEUTENANT</b>		
<b>FY20 2% on new ofcr base and current long through yr 11, then 1.5%</b>			<b>FY20 (7% and adjusted longevity)</b>								
Years of Service	7/1/2019	7/1/2019 Monthly	Years of Service	7/1/2019	7/1/2019 Monthly	Years of Service	7/1/2019	7/1/2019 Monthly	Years of Service	7/1/2019	7/1/2019 Monthly
0	\$28.1891	\$4,886	0			0			0		
1	\$28.6891	\$4,973	1			1			1		
2	\$29.1828	\$5,058	2			2			2		
3	\$29.6829	\$5,145	3			3			3		
4	\$30.1765	\$5,230	4			4			4		
5	\$30.6768	\$5,317	5	\$32.8242	\$5,689	5	\$35.0805	\$6,080	5		
6	\$31.1767	\$5,404	6	\$33.3591	\$5,782	6	\$35.6023	\$6,171	6		
7	\$31.6705	\$5,489	7	\$33.8874	\$5,874	7	\$36.1363	\$6,264	7	\$39.6139	\$6,866
8	\$32.1706	\$5,576	8	\$34.4225	\$5,966	8	\$36.6783	\$6,357	8	\$40.2034	\$6,968
9	\$32.6643	\$5,662	9	\$34.9508	\$6,058	9	\$37.2285	\$6,453	9	\$40.8065	\$7,073
10	\$33.1643	\$5,748	10	\$35.4858	\$6,151	10	\$37.7869	\$6,550	10	\$41.4186	\$7,179
11	\$33.6644	\$5,835	11	\$36.0209	\$6,244	11	\$38.3538	\$6,648	11	\$42.0399	\$7,287
12	\$34.1694	\$5,923	12	\$36.5612	\$6,337	12	\$38.9291	\$6,748	12	\$42.6705	\$7,396
13	\$34.6819	\$6,011	13	\$37.1096	\$6,432	13	\$39.5130	\$6,849	13	\$43.3105	\$7,507
14	\$35.2021	\$6,102	14	\$37.6663	\$6,529	14	\$40.1057	\$6,952	14	\$43.9602	\$7,620
15	\$35.7302	\$6,193	15	\$38.2313	\$6,627	15	\$40.7073	\$7,056	15	\$44.6196	\$7,734
16	\$36.2661	\$6,286	16	\$38.8047	\$6,726	16	\$41.3179	\$7,162	16	\$45.2889	\$7,850
17	\$36.8101	\$6,380	17	\$39.3868	\$6,827	17	\$41.9377	\$7,269	17	\$45.9682	\$7,968
18	\$37.3622	\$6,476	18	\$39.9776	\$6,929	18	\$42.5667	\$7,378	18	\$46.6577	\$8,087
19	\$37.9227	\$6,573	19	\$40.5773	\$7,033	19	\$43.2052	\$7,489	19	\$47.3576	\$8,208
20	\$38.4915	\$6,672	20	\$41.1859	\$7,139	20	\$43.8533	\$7,601	20	\$48.0680	\$8,332
21	\$39.0689	\$6,772	21	\$41.8037	\$7,246	21	\$44.5111	\$7,715	21	\$48.7890	\$8,457
22	\$39.6549	\$6,873	22	\$42.4308	\$7,355	22	\$45.1788	\$7,831	22	\$49.5208	\$8,583
23	\$40.2498	\$6,976	23	\$43.0672	\$7,465	23	\$45.8564	\$7,948	23	\$50.2636	\$8,712
24	\$40.8535	\$7,081	24	\$43.7132	\$7,577	24	\$46.5443	\$8,068	24	\$51.0176	\$8,843
25	\$41.4663	\$7,187	25	\$44.3689	\$7,690	25	\$47.2425	\$8,189	25	\$51.7829	\$8,976
26	\$42.0883	\$7,295	26	\$45.0345	\$7,806	26	\$47.9511	\$8,311	26	\$52.5596	\$9,110
27	\$42.7196	\$7,405	27	\$45.7100	\$7,923	27	\$48.6704	\$8,436	27	\$53.3480	\$9,247
28	\$43.3604	\$7,516	28	\$46.3956	\$8,042	28	\$49.4004	\$8,563	28	\$54.1482	\$9,386
29	\$44.0108	\$7,628	29	\$47.0916	\$8,162	29	\$50.1414	\$8,691	29	\$54.9604	\$9,526
30	\$44.6710	\$7,743	30	\$47.7980	\$8,285	30	\$50.8935	\$8,821	30	\$55.7848	\$9,669
31	\$45.3410	\$7,859	31	\$48.5149	\$8,409	31	\$51.6569	\$8,954	31	\$56.6216	\$9,814
32	\$46.0212	\$7,977	32	\$49.2426	\$8,535	32	\$52.4318	\$9,088	32	\$57.4709	\$9,961
33	\$46.7115	\$8,097	33	\$49.9813	\$8,663	33	\$53.2183	\$9,224	33	\$58.3330	\$10,111
34	\$47.4122	\$8,218	34	\$50.7310	\$8,793	34	\$54.0165	\$9,363	34	\$59.2080	\$10,263
35	\$48.1233	\$8,341	35	\$51.4920	\$8,925	35	\$54.8268	\$9,503	35	\$60.0961	\$10,416
36	\$48.8452	\$8,466	36	\$52.2643	\$9,059	36	\$55.6492	\$9,646	36	\$60.9976	\$10,573

**POLICE PAY MATRIX FY 21**

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
FY21 3%			FY21			FY21			FY21		
Years of Service	7/1/2020	7/1/2020 Monthly	Years of Service	7/1/2020	7/1/2020 Monthly	Years of Service	7/1/2020	7/1/2020 Monthly	Years of Service	7/1/2020	7/1/20 Monthly
0	\$29.0348	\$5,033	0			0			0		
1	\$29.5498	\$5,122	1			1			1		
2	\$30.0583	\$5,210	2			2			2		
3	\$30.5734	\$5,299	3			3			3		
4	\$31.0818	\$5,387	4			4			4		
5	\$31.5971	\$5,477	5	\$33.8089	\$5,860	5	\$36.1329	\$6,263	5		
6	\$32.1120	\$5,566	6	\$34.3598	\$5,956	6	\$36.6703	\$6,356	6		
7	\$32.6206	\$5,654	7	\$34.9040	\$6,050	7	\$37.2204	\$6,451	7	\$40.8024	\$7,072
8	\$33.1357	\$5,743	8	\$35.4552	\$6,145	8	\$37.7787	\$6,548	8	\$41.4095	\$7,178
9	\$33.6442	\$5,832	9	\$35.9993	\$6,240	9	\$38.3454	\$6,646	9	\$42.0307	\$7,285
10	\$34.1592	\$5,921	10	\$36.5504	\$6,335	10	\$38.9206	\$6,746	10	\$42.6612	\$7,394
11	\$34.6743	\$6,010	11	\$37.1015	\$6,431	11	\$39.5044	\$6,847	11	\$43.3011	\$7,505
12	\$35.1944	\$6,100	12	\$37.6580	\$6,527	12	\$40.0969	\$6,950	12	\$43.9506	\$7,618
13	\$35.7223	\$6,192	13	\$38.2229	\$6,625	13	\$40.6984	\$7,054	13	\$44.6098	\$7,732
14	\$36.2582	\$6,285	14	\$38.7963	\$6,725	14	\$41.3089	\$7,160	14	\$45.2790	\$7,848
15	\$36.8021	\$6,379	15	\$39.3782	\$6,825	15	\$41.9285	\$7,267	15	\$45.9582	\$7,966
16	\$37.3541	\$6,475	16	\$39.9689	\$6,928	16	\$42.5574	\$7,376	16	\$46.6475	\$8,085
17	\$37.9144	\$6,572	17	\$40.5684	\$7,032	17	\$43.1958	\$7,487	17	\$47.3473	\$8,207
18	\$38.4831	\$6,670	18	\$41.1769	\$7,137	18	\$43.8437	\$7,599	18	\$48.0575	\$8,330
19	\$39.0604	\$6,770	19	\$41.7946	\$7,244	19	\$44.5014	\$7,713	19	\$48.7783	\$8,455
20	\$39.6463	\$6,872	20	\$42.4215	\$7,353	20	\$45.1689	\$7,829	20	\$49.5100	\$8,582
21	\$40.2410	\$6,975	21	\$43.0578	\$7,463	21	\$45.8464	\$7,947	21	\$50.2527	\$8,710
22	\$40.8446	\$7,080	22	\$43.7037	\$7,575	22	\$46.5341	\$8,066	22	\$51.0064	\$8,841
23	\$41.4572	\$7,186	23	\$44.3593	\$7,689	23	\$47.2321	\$8,187	23	\$51.7715	\$8,974
24	\$42.0791	\$7,294	24	\$45.0246	\$7,804	24	\$47.9406	\$8,310	24	\$52.5481	\$9,108
25	\$42.7103	\$7,403	25	\$45.7000	\$7,921	25	\$48.6597	\$8,434	25	\$53.3363	\$9,245
26	\$43.3509	\$7,514	26	\$46.3855	\$8,040	26	\$49.3896	\$8,561	26	\$54.1364	\$9,383
27	\$44.0012	\$7,627	27	\$47.0813	\$8,161	27	\$50.1305	\$8,689	27	\$54.9484	\$9,524
28	\$44.6612	\$7,741	28	\$47.7875	\$8,283	28	\$50.8824	\$8,819	28	\$55.7727	\$9,667
29	\$45.3311	\$7,857	29	\$48.5043	\$8,407	29	\$51.6457	\$8,952	29	\$56.6092	\$9,812
30	\$46.0111	\$7,975	30	\$49.2319	\$8,533	30	\$52.4203	\$9,086	30	\$57.4584	\$9,959
31	\$46.7013	\$8,095	31	\$49.9704	\$8,661	31	\$53.2067	\$9,222	31	\$58.3203	\$10,109
32	\$47.4018	\$8,216	32	\$50.7199	\$8,791	32	\$54.0048	\$9,361	32	\$59.1951	\$10,260
33	\$48.1128	\$8,339	33	\$51.4807	\$8,923	33	\$54.8148	\$9,501	33	\$60.0830	\$10,414
34	\$48.8345	\$8,464	34	\$52.2529	\$9,057	34	\$55.6370	\$9,644	34	\$60.9842	\$10,570
35	\$49.5670	\$8,591	35	\$53.0367	\$9,193	35	\$56.4716	\$9,788	35	\$61.8990	\$10,729
36	\$50.3105	\$8,720	36	\$53.8323	\$9,331	36	\$57.3187	\$9,935	36	\$62.8275	\$10,890

**POLICE PAY MATRIX FY 22**

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
FY 22			FY 22			FY 22			FY 22		
Years of Service	7/1/2021 3%	7/1/2021 Monthly	Years of Service	7/1/2021	7/1/2021 Monthly	Years of Service	7/1/2021	7/1/2021 Monthly	Years of Service	7/1/2021	7/1/21 Monthly
0	\$29.9058	\$5,184	0			0			0		
1	\$30.4363	\$5,276	1			1			1		
2	\$30.9600	\$5,366	2			2			2		
3	\$31.4906	\$5,458	3			3			3		
4	\$32.0142	\$5,549	4			4			4		
5	\$32.5450	\$5,641	5	\$34.8232	\$6,036	5	\$37.2169	\$6,451	5		
6	\$33.0754	\$5,733	6	\$35.3906	\$6,134	6	\$37.7704	\$6,547	6		
7	\$33.5992	\$5,824	7	\$35.9512	\$6,231	7	\$38.3370	\$6,645	7	\$42.0264	\$7,284
8	\$34.1298	\$5,916	8	\$36.5189	\$6,330	8	\$38.9121	\$6,745	8	\$42.6518	\$7,393
9	\$34.6535	\$6,006	9	\$37.0793	\$6,427	9	\$39.4957	\$6,846	9	\$43.2916	\$7,504
10	\$35.1840	\$6,098	10	\$37.6469	\$6,525	10	\$40.0882	\$6,948	10	\$43.9410	\$7,616
11	\$35.7145	\$6,190	11	\$38.2146	\$6,624	11	\$40.6895	\$7,053	11	\$44.6001	\$7,731
12	\$36.2503	\$6,283	12	\$38.7878	\$6,723	12	\$41.2998	\$7,159	12	\$45.2691	\$7,846
13	\$36.7940	\$6,378	13	\$39.3696	\$6,824	13	\$41.9193	\$7,266	13	\$45.9481	\$7,964
14	\$37.3459	\$6,473	14	\$39.9601	\$6,926	14	\$42.5481	\$7,375	14	\$46.6374	\$8,084
15	\$37.9061	\$6,570	15	\$40.5595	\$7,030	15	\$43.1863	\$7,485	15	\$47.3369	\$8,205
16	\$38.4747	\$6,669	16	\$41.1679	\$7,136	16	\$43.8341	\$7,598	16	\$48.0470	\$8,328
17	\$39.0518	\$6,769	17	\$41.7855	\$7,243	17	\$44.4917	\$7,712	17	\$48.7677	\$8,453
18	\$39.6376	\$6,870	18	\$42.4122	\$7,351	18	\$45.1590	\$7,827	18	\$49.4992	\$8,580
19	\$40.2322	\$6,973	19	\$43.0484	\$7,462	19	\$45.8364	\$7,945	19	\$50.2417	\$8,708
20	\$40.8357	\$7,078	20	\$43.6942	\$7,574	20	\$46.5240	\$8,064	20	\$50.9953	\$8,839
21	\$41.4482	\$7,184	21	\$44.3496	\$7,687	21	\$47.2218	\$8,185	21	\$51.7602	\$8,972
22	\$42.0699	\$7,292	22	\$45.0148	\$7,802	22	\$47.9301	\$8,308	22	\$52.5366	\$9,106
23	\$42.7010	\$7,401	23	\$45.6900	\$7,919	23	\$48.6491	\$8,432	23	\$53.3247	\$9,243
24	\$43.3415	\$7,512	24	\$46.3754	\$8,038	24	\$49.3788	\$8,559	24	\$54.1246	\$9,381
25	\$43.9916	\$7,625	25	\$47.0710	\$8,159	25	\$50.1195	\$8,687	25	\$54.9364	\$9,522
26	\$44.6515	\$7,739	26	\$47.7771	\$8,281	26	\$50.8713	\$8,818	26	\$55.7605	\$9,665
27	\$45.3212	\$7,856	27	\$48.4937	\$8,405	27	\$51.6344	\$8,950	27	\$56.5969	\$9,810
28	\$46.0011	\$7,973	28	\$49.2211	\$8,531	28	\$52.4089	\$9,084	28	\$57.4458	\$9,957
29	\$46.6911	\$8,093	29	\$49.9595	\$8,659	29	\$53.1950	\$9,220	29	\$58.3075	\$10,106
30	\$47.3914	\$8,214	30	\$50.7088	\$8,789	30	\$53.9930	\$9,359	30	\$59.1821	\$10,258
31	\$48.1023	\$8,338	31	\$51.4695	\$8,921	31	\$54.8029	\$9,499	31	\$60.0699	\$10,412
32	\$48.8239	\$8,463	32	\$52.2415	\$9,055	32	\$55.6249	\$9,641	32	\$60.9709	\$10,568
33	\$49.5562	\$8,590	33	\$53.0251	\$9,191	33	\$56.4593	\$9,786	33	\$61.8855	\$10,727
34	\$50.2996	\$8,718	34	\$53.8205	\$9,329	34	\$57.3062	\$9,933	34	\$62.8138	\$10,888
35	\$51.0540	\$8,849	35	\$54.6278	\$9,469	35	\$58.1657	\$10,082	35	\$63.7560	\$11,051
36	\$51.8199	\$8,982	36	\$55.4472	\$9,611	36	\$59.0382	\$10,233	36	\$64.7123	\$11,217

**POLICE PAY MATRIX FY 23**

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
FY 23			FY 23			FY 23			FY 23		
Years of Service	7/1/2022 3%	7/1/2022 Monthly	Years of Service	7/1/2022	7/1/2022 Monthly	Years of Service	7/1/2022	7/1/2022 Monthly	Years of Service	7/1/2022	7/1/22 Monthly
0	\$30.8030	\$5,339	0			0			0		
1	\$31.3494	\$5,434	1			1			1		
2	\$31.8888	\$5,527	2			2			2		
3	\$32.4353	\$5,622	3			3			3		
4	\$32.9747	\$5,715	4			4			4		
5	\$33.5214	\$5,810	5	\$35.8679	\$6,217	5	\$38.3334	\$6,644	5		
6	\$34.0676	\$5,905	6	\$36.4524	\$6,318	6	\$38.9036	\$6,743	6		
7	\$34.6072	\$5,998	7	\$37.0297	\$6,418	7	\$39.4871	\$6,844	7	\$43.2872	\$7,503
8	\$35.1537	\$6,093	8	\$37.6144	\$6,520	8	\$40.0794	\$6,947	8	\$43.9314	\$7,615
9	\$35.6931	\$6,187	9	\$38.1917	\$6,620	9	\$40.6806	\$7,051	9	\$44.5904	\$7,729
10	\$36.2395	\$6,281	10	\$38.7763	\$6,721	10	\$41.2908	\$7,157	10	\$45.2592	\$7,845
11	\$36.7860	\$6,376	11	\$39.3610	\$6,822	11	\$41.9102	\$7,264	11	\$45.9381	\$7,962
12	\$37.3378	\$6,472	12	\$39.9514	\$6,925	12	\$42.5388	\$7,373	12	\$46.6272	\$8,082
13	\$37.8978	\$6,569	13	\$40.5507	\$7,029	13	\$43.1769	\$7,484	13	\$47.3266	\$8,203
14	\$38.4663	\$6,667	14	\$41.1589	\$7,134	14	\$43.8246	\$7,596	14	\$48.0365	\$8,326
15	\$39.0433	\$6,767	15	\$41.7763	\$7,241	15	\$44.4819	\$7,710	15	\$48.7570	\$8,451
16	\$39.6290	\$6,869	16	\$42.4030	\$7,350	16	\$45.1492	\$7,826	16	\$49.4884	\$8,578
17	\$40.2234	\$6,972	17	\$43.0390	\$7,460	17	\$45.8264	\$7,943	17	\$50.2307	\$8,706
18	\$40.8267	\$7,076	18	\$43.6846	\$7,572	18	\$46.5138	\$8,062	18	\$50.9842	\$8,837
19	\$41.4391	\$7,183	19	\$44.3399	\$7,685	19	\$47.2115	\$8,183	19	\$51.7489	\$8,970
20	\$42.0607	\$7,290	20	\$45.0050	\$7,801	20	\$47.9197	\$8,306	20	\$52.5252	\$9,104
21	\$42.6916	\$7,400	21	\$45.6801	\$7,918	21	\$48.6385	\$8,431	21	\$53.3130	\$9,241
22	\$43.3320	\$7,511	22	\$46.3653	\$8,036	22	\$49.3681	\$8,557	22	\$54.1127	\$9,379
23	\$43.9820	\$7,623	23	\$47.0607	\$8,157	23	\$50.1086	\$8,685	23	\$54.9244	\$9,520
24	\$44.6417	\$7,738	24	\$47.7666	\$8,279	24	\$50.8602	\$8,816	24	\$55.7483	\$9,663
25	\$45.3113	\$7,854	25	\$48.4831	\$8,404	25	\$51.6231	\$8,948	25	\$56.5845	\$9,808
26	\$45.9910	\$7,972	26	\$49.2104	\$8,530	26	\$52.3975	\$9,082	26	\$57.4333	\$9,955
27	\$46.6809	\$8,091	27	\$49.9485	\$8,658	27	\$53.1834	\$9,218	27	\$58.2948	\$10,104
28	\$47.3811	\$8,213	28	\$50.6978	\$8,787	28	\$53.9812	\$9,357	28	\$59.1692	\$10,256
29	\$48.0918	\$8,336	29	\$51.4582	\$8,919	29	\$54.7909	\$9,497	29	\$60.0567	\$10,410
30	\$48.8132	\$8,461	30	\$52.2301	\$9,053	30	\$55.6127	\$9,639	30	\$60.9576	\$10,566
31	\$49.5454	\$8,588	31	\$53.0136	\$9,189	31	\$56.4469	\$9,784	31	\$61.8720	\$10,724
32	\$50.2886	\$8,717	32	\$53.8088	\$9,327	32	\$57.2936	\$9,931	32	\$62.8000	\$10,885
33	\$51.0429	\$8,847	33	\$54.6159	\$9,467	33	\$58.1530	\$10,080	33	\$63.7420	\$11,048
34	\$51.8085	\$8,980	34	\$55.4351	\$9,609	34	\$59.0253	\$10,231	34	\$64.6982	\$11,214
35	\$52.5857	\$9,115	35	\$56.2667	\$9,753	35	\$59.9107	\$10,384	35	\$65.6686	\$11,382
36	\$53.3745	\$9,251	36	\$57.1107	\$9,899	36	\$60.8094	\$10,540	36	\$66.6537	\$11,553



Additional Pay Schedule

FTO's	\$ 2.00 per hour while training
SWAT/Negotiators/K9	1.5 percent of officer's base wage rate (SWAT or K9 but not both.)
EOD	1.5 percent of officer's base wage rate
Instructors	\$.50 per hour
Motorcycle Officers*	\$1.00 per hour
AA Degree	.5% (one-half percent) of officer's base wage rate
; or	
BA/BS Degree only.	1% (one percent) of officer's base wage rate Pay for one degree only.
Senior Detective	1.5 percent of officer's base wage rate after being a detective for five (5) years; an additional 1.5 percent of officer's base wage rate after being a detective for seven (7) years.

\*Motorcycle officer supplemental pay shall be paid only during those hours when an officer is actually assigned to and riding on a motorcycle and shall not include time spent in schools or added to vacation time taken during those times of the year when an officer is usually assigned to and riding on a motorcycle.

## EXHIBIT "B"

### Initial Clothing Issue

- 3 - Short-sleeved shirts w/MPD patches
- 3 - Long-sleeved shirts w/MPD patches
- 1 - Class A trouser
- 3 - Cargo pant six-pocket trousers
- 2 - Ties w/one tie bar
- 1 - Pair Patrol boots
  
- 1 - Trouser Belt
- 1 - Duty Belt
- 1 - Level 2 Holster w/light
- 1 - Handcuff Case
- 1 - Pair Handcuffs
- 1 - Spare Ammunition Carrier
- 4 - Belt Keepers
- 2 - Name Plates
- 1 - Ike Jacket
  
- 1 - Water resistant softshell jacket w/MPD patches
- 1 - Winter jacket w/MPD patches
- 1 - 8-point Lancaster or Superior brand hat
- 1 - 8-point Hat Cover
- 1 - Soft ballistic body armor
- 2 - MPD Insignias
  
- 1 - Rechargeable Patrol Flashlight
- 1 - Flashlight Holder
- 1 - Oleoresin Capsicum Spray
- 1 - Spray Holder
- 1 - Whistle & Chain
  
- 1 - Pair of cut-resistant Gloves
- 1 - Traffic vest lite (hi-vis yellow)
- Trauma kit from North American Rescue

EXHIBIT "C"

	<u>Maximum City Reimbursement *</u>
Watches and Bands	\$ 35.00
Rings (wedding bands only)	\$150.00
Glasses, Frames, Lenses, including contacts**	\$150.00
Non-prescription sunglasses	\$ 50.00
Personal Badges	\$ 75.00
Flashlights	\$130.00
Microphone System and Ear Pieces	\$100.00
Personal Audio/Visual Recording Device	\$ 75.00
Cut-resistant Gloves	\$ 25.00
Secondary Weapon ***	\$500.00

\*1. Reimbursement for actual costs shown by receipts submitted to the Chief, up to the maximum given in this schedule.

\*\* 2. Eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan.

\*\*\*3. Secondary weapon must be approved by the Chief in order to be carried while on duty.

## Memorandum of Understanding

1. Following completion and review of the Department staffing study, if changes to the terms of Agreement are necessary in order to increase operational efficiencies, the parties agree to reopen the relevant Articles during the term of this Agreement. Only those provisions directly related to the staffing study results will be opened prior to the expiration of this Agreement.
2. The parties agree to meet and work collaboratively in a good faith effort to establish a drug and alcohol policy and testing procedures for the employees covered by this Agreement, with the goal of reaching an agreement in the form of a Memorandum of Agreement prior to June 30, 2020.

CITY OF MISSOULA

MISSOULA POLICE OFFICER ASSOCIATION

BY: \_\_\_\_\_  
John Engen  
Mayor

BY: \_\_\_\_\_  
Ryan Ludemann  
MPPA President

\_\_\_\_\_  
Dale Bickell  
Chief Administrative Officer

\_\_\_\_\_  
Guy Baker  
Negotiation Team Member

\_\_\_\_\_  
Patrick Erbacher  
Negotiation Team Member