

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF MISSOULA  
AND  
MISSOULA POLICE OFFICER ASSOCIATION  
FOR FY 2016 THROUGH FY 2019

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## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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. All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership with the Association.

Section 2. All employees covered by this Agreement hired on or after its date of execution shall, within sixty (60) days following the beginning of such employment either become and remain members of the Association, or comply with the provision of Section 3 or 4 hereof.

Section 3. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefits there under, each employee in the bargaining unit shall assume his/her fair share of the obligation along with the grant of benefits contained in this Agreement. Any employee failing to comply with the above Sections 1 and 2 of this Article shall pay a monthly service charge to the Association in an amount determined by the Association as a contribution towards the administration of this Agreement.

Section 4. The right of non-association of members of the Missoula City Police Department based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall be protected at all times and such employee shall pay such sum in such manner as is provided in 39-31-204, M.C.A., which, by this reference, is incorporated herein as set forth.

Section 5. Upon written authorization of an employee within the bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of the dues or monthly service charge as certified by the Association Secretary and shall deliver the dues to the Association Treasurer.

Section 6. The Association agrees that in the event it should become necessary for it to bring suit or other action against any employee to enforce any portion of this Article or to collect any dues, the Association will not make the Employer a party to any such suit or action and shall save and hold Employer harmless from any and all liability in connection therewith. The Association also agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, and judgments brought and issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 7. 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) 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 where continuance of such work would be inefficient or nonproductive;
- 4) Maintaining the efficiency of governmental operations;
- 5) Determining the methods, means, job classifications, and personnel by which the employer's operations are to be conducted;
- 6) Taking whatever actions may be necessary to carry out the mission of the City of Missoula in situations of emergency;
- 7) Establishing the methods and process by which work is to be performed; and
- 8) 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 with responsibility for insuring compliance with all policies and laws pertaining to historically underrepresented groups and classes, including but not limited to women, minorities and individuals' with disabilities.

## 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 (ten hour or eight hour 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 an 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 six (6) 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 his or her first year of employment, each employee covered by this Agreement shall be entitled to an annual clothing allowance of six hundred ninety dollars (\$690.00). The clothing allowance shall be issued no later than September 1 of each fiscal year.

Section 4. 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 5. 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 6. 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.

### Patrol Corporal Assignments

The City shall use Corporal assignments in the Patrol Division as a means of developing strong leaders and assisting Sergeants under the current squad scheduling system.

Corporals are selected from active promotion eligibility lists created by Sergeants' positions. Corporal assignments are not considered permanent and will begin with an initial term of two (2) years. An assignment may be renewed so long as the Corporal participates in the annual Department Knowledge Test. Corporals wishing extension must request such in writing prior to the expiration of their term. Just cause must exist for the City to discontinue an individual assignment.

Police Officers assigned to the position of Corporal shall receive additional monthly compensation equal to one half (.5) of the difference in pay between the Patrol Officer and a Sergeant with at least five (5) years or the same number of years of service, whichever is greater.

### 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. Patrol Officers given assignments as Corporals may be required to temporarily (less than 40 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. President's 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. Columbus 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:

- Effective July 1, 2015: Christmas;
- Effective July 1, 2016: Thanksgiving and Christmas;
- Effective July 1, 2017: Thanksgiving, Christmas and Independence Day; and
- Effective July 1, 2018: Thanksgiving, Christmas, New Year's Day and Independence Day.

It is understood and agreed that:

- 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;

- 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;
- 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.
- 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.

**All rights are guaranteed under the Family and Medical Leave Act (FMLA) and as listed in the City of Missoula Personnel Policy Manual, Chapter Six, section 06-09.**

## ARTICLE 22

### 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 23

### 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 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 who pass the MPAT shall receive ten (10) hours of compensatory time off, which may be taken at a time that is approved by the officer's supervisor. Officers must complete MPAT within Montana Law Enforcement Academy (MLEA) standards. Officers falling below any minimum standard established by the committee's assessment instrument will be required to 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. 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 per quarter 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-imbursement is requested.

ARTICLE 24  
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 25  
Health Insurance

Section 1. Effective July 1, 2015 the Union agrees to insurance coverage, out-of-pocket maximums, deductibles, benefit levels, employee contributions and City contributions as approved by the City Council and in effect for all other City employees. 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. Premium contributions shall be equal to premiums adopted by the City Council to be charged to other active employees, spouses and dependents enrolled in the City's health insurance plan.

Section 2. From July 1, 2015 through June 30, 2019 the Union agrees to accept increases in employee contributions and/or health plan design changes to those in effect as of July 1, 2015, up to a maximum of \$50.00 per month, provided these increases/plan changes are approved by the City Council and in effect for all other City employees. Such plan changes and/or employee contribution increases will be "valued" at the actuarial benefit to the plan (per plan participant per month). 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 \$50.00 limit in plan changes and/or employee contribution increases.

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 Employer'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:

- Effective as soon as is practicable after the City receives written notice of contract ratification in 2015, six hundred thirty-six dollars (\$636.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- Effective on July 1, 2016, seven hundred two dollars (\$702.00) of the City's monthly per-employee health benefit plan contribution will be included in the employee's gross pay.
- Effective on July 1, 2017, seven hundred sixty-eight dollars (\$768.00) 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.

2. Furthermore, the Union agrees that the 2015 through June 30, 2019 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 26  
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 27  
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 28  
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 29 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 30 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 for 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.

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 31 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:

- a. The name of the grievant(s)
- b. The date(s) of the grievance
- c. The nature of the grievance
- d. The terms of the Agreement in dispute
- e. 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 32

### 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 33

### 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 34

### 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 35

### 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:

- (A) 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:
- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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.
- (F) The arbitrator's award shall be restricted to the final offers on each unresolved issue submitted by the parties to the arbitrator.
- (G) Within thirty (30) calendar days of the filing of final offers as prescribed in (D) the arbitrator shall schedule an arbitration hearing where both parties may present evidence and be afforded the right of cross examination.

(H) 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.

(I) 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.

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

- (K) 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.
- (L) The parties may continue to negotiate all offers until an agreement has been reached or the arbitrator renders a decision.
- (M) 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.
- (N) 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 36 Term of Agreement

This Agreement shall become effective and be in force from July 1, 2015 through June 30, 2019, 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, 2019. 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, 2019.

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

#### ARTICLE 37 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 7<sup>th</sup> day of December, 2015.

CITY OF MISSOULA

MISSOULA POLICE OFFICER ASSOCIATION

BY [Signature]  
John Engen  
Mayor

BY [Signature]  
Ryan Ludemann  
MPPA President

[Signature]  
Dale Bickell  
Chief Administrative Officer

[Signature]  
Guy Baker  
Negotiation Team Member

ATTEST:

[Signature]  
Martha L. Rehbein  
City Clerk



Date 12/21/13

## EXHIBIT "A"

Effective retroactively to July 1, 2015, the employer agrees to implement salaries during the period of the contract according to the following pay grids:

For FY 2016 (7-1-15 to 6-30-16))	- "FY16 Grid"
For FY 2017 (7-1-16 to 6-30-17)	- "FY17 Grid"
For FY 2018 (7-1-17 to 6-30-18)	- "FY18 Grid"
For FY 2019 (7-1-18 to 6-30-19)	- "FY19 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. 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 Grid - FY16 – 2.00% Increase**

Police Officers			Sergeants			Lieutenants			Corporals		
Years of Service	7/1/2015 Hourly	7/1/2015 Monthly	Years of Service	7/1/2015 Hourly	7/1/2015 Monthly	Years of Service	7/1/2015 Hourly	7/1/2015 Monthly	Years of Service	7/1/2015 Hourly	7/1/2015 Monthly
0	\$25.5393	\$4,427	0			0			0		
1	\$25.9924	\$4,505	1			1			1		
2	\$26.4396	\$4,583	2			2			2		
3	\$26.8927	\$4,661	3			3			3		
4	\$27.3399	\$4,739	4			4			4		
5	\$27.7931	\$4,817	5	\$31.7828	\$5,509	5			5	\$29.7880	\$5,163
6	\$28.2461	\$4,896	6	\$32.1359	\$5,570	6			6	\$30.1910	\$5,233
7	\$28.6934	\$4,974	7	\$32.4889	\$5,631	7	\$35.8902	\$6,221	7	\$30.5912	\$5,302
8	\$29.1465	\$5,052	8	\$32.8421	\$5,693	8	\$36.2786	\$6,288	8	\$30.9943	\$5,372
9	\$29.5938	\$5,130	9	\$33.1951	\$5,754	9	\$36.6671	\$6,356	9	\$31.3945	\$5,442
10	\$30.0469	\$5,208	10	\$33.5482	\$5,815	10	\$37.0613	\$6,424	10	\$31.7976	\$5,512
11	\$30.4999	\$5,287	11	\$33.9012	\$5,876	11	\$37.4497	\$6,491	11	\$32.2006	\$5,581
12	\$30.9472	\$5,364	12	\$34.2544	\$5,937	12	\$37.8381	\$6,559	12	\$32.6008	\$5,651
13	\$31.4003	\$5,443	13	\$34.6074	\$5,999	13	\$38.2264	\$6,626	13	\$33.0039	\$5,721
14	\$31.8476	\$5,520	14	\$34.9605	\$6,060	14	\$38.6208	\$6,694	14	\$33.4041	\$5,790
15	\$32.3006	\$5,599	15	\$35.3136	\$6,121	15	\$39.0091	\$6,762	15	\$33.8071	\$5,860
16	\$32.7537	\$5,677	16	\$35.8432	\$6,213	16	\$39.5917	\$6,863	16	\$34.2985	\$5,945
17	\$33.2010	\$5,755	17	\$36.3728	\$6,305	17	\$40.1801	\$6,965	17	\$34.7869	\$6,030
18	\$33.6541	\$5,833	18	\$36.9024	\$6,396	18	\$40.7628	\$7,066	18	\$35.2783	\$6,115
19	\$34.1014	\$5,911	19	\$37.4321	\$6,488	19	\$41.3512	\$7,168	19	\$35.7668	\$6,200
20	\$34.5544	\$5,989	20	\$37.9616	\$6,580	20	\$41.9337	\$7,269	20	\$36.2580	\$6,285
21	\$35.0017	\$6,067	21	\$38.4912	\$6,672	21	\$42.5223	\$7,371	21	\$36.7465	\$6,369
22	\$35.4548	\$6,145	22	\$39.0209	\$6,764	22	\$43.1048	\$7,471	22	\$37.2379	\$6,455
23	\$35.9079	\$6,224	23	\$39.5505	\$6,855	23	\$43.6874	\$7,572	23	\$37.7292	\$6,540
24	\$36.3567	\$6,302	24	\$40.0801	\$6,947	24	\$44.2759	\$7,674	24	\$38.2184	\$6,625
25	\$36.8074	\$6,380	25	\$40.6098	\$7,039	25	\$44.8584	\$7,775	25	\$38.7086	\$6,709
26	\$37.2581	\$6,458	26	\$41.1394	\$7,131	26	\$45.4469	\$7,877	26	\$39.1988	\$6,794
27	\$37.7088	\$6,536	27	\$41.6689	\$7,223	27	\$46.0294	\$7,978	27	\$39.6889	\$6,879
28	\$38.1595	\$6,614	28	\$42.1986	\$7,314	28	\$46.6179	\$8,080	28	\$40.1791	\$6,964
29	\$38.6102	\$6,692	29	\$42.7282	\$7,406	29	\$47.2005	\$8,181	29	\$40.6692	\$7,049
30	\$39.0621	\$6,771	30	\$43.2578	\$7,498	30	\$47.7889	\$8,283	30	\$41.1600	\$7,134

**Police Pay Grid - FY17 – 2.00% Increase**

Police Officers			Sergeants			Lieutenants			Corporals		
Years of Service	7/1/2016 Hourly	7/1/2016 Monthly	Years of Service	7/1/2016 Hourly	7/1/2016 Monthly	Years of Service	7/1/2016 Hourly	7/1/2016 Monthly	Years of Service	7/1/2016 Hourly	7/1/2016 Monthly
0	\$26.0501	\$4,515	0			0			0		
1	\$26.5122	\$4,595	1			1			1		
2	\$26.9684	\$4,675	2			2			2		
3	\$27.4306	\$4,755	3			3			3		
4	\$27.8867	\$4,834	4			4			4		
5	\$28.3490	\$4,914	5	\$32.4185	\$5,619	5			5	\$30.3838	\$5,267
6	\$28.8110	\$4,994	6	\$32.7786	\$5,682	6			6	\$30.7948	\$5,338
7	\$29.2673	\$5,073	7	\$33.1387	\$5,744	7	\$36.6080	\$6,345	7	\$31.2030	\$5,409
8	\$29.7294	\$5,153	8	\$33.4989	\$5,806	8	\$37.0042	\$6,414	8	\$31.6142	\$5,480
9	\$30.1857	\$5,232	9	\$33.8590	\$5,869	9	\$37.4004	\$6,483	9	\$32.0224	\$5,551
10	\$30.6478	\$5,312	10	\$34.2192	\$5,931	10	\$37.8025	\$6,552	10	\$32.4335	\$5,622
11	\$31.1099	\$5,392	11	\$34.5792	\$5,994	11	\$38.1987	\$6,621	11	\$32.8446	\$5,693
12	\$31.5661	\$5,471	12	\$34.9395	\$6,056	12	\$38.5949	\$6,690	12	\$33.2528	\$5,764
13	\$32.0283	\$5,552	13	\$35.2995	\$6,119	13	\$38.9909	\$6,758	13	\$33.6639	\$5,835
14	\$32.4846	\$5,631	14	\$35.6597	\$6,181	14	\$39.3932	\$6,828	14	\$34.0722	\$5,906
15	\$32.9466	\$5,711	15	\$36.0199	\$6,243	15	\$39.7893	\$6,897	15	\$34.4833	\$5,977
16	\$33.4088	\$5,791	16	\$36.5601	\$6,337	16	\$40.3835	\$7,000	16	\$34.9845	\$6,064
17	\$33.8650	\$5,870	17	\$37.1003	\$6,431	17	\$40.9837	\$7,104	17	\$35.4827	\$6,150
18	\$34.3272	\$5,950	18	\$37.6404	\$6,524	18	\$41.5781	\$7,207	18	\$35.9838	\$6,237
19	\$34.7834	\$6,029	19	\$38.1807	\$6,618	19	\$42.1782	\$7,311	19	\$36.4821	\$6,324
20	\$35.2455	\$6,109	20	\$38.7208	\$6,712	20	\$42.7724	\$7,414	20	\$36.9832	\$6,410
21	\$35.7017	\$6,188	21	\$39.2610	\$6,805	21	\$43.3727	\$7,518	21	\$37.4814	\$6,497
22	\$36.1639	\$6,268	22	\$39.8013	\$6,899	22	\$43.9669	\$7,621	22	\$37.9826	\$6,584
23	\$36.6261	\$6,349	23	\$40.3415	\$6,993	23	\$44.5611	\$7,724	23	\$38.4838	\$6,671
24	\$37.0838	\$6,428	24	\$40.8817	\$7,086	24	\$45.1614	\$7,828	24	\$38.9828	\$6,757
25	\$37.5435	\$6,508	25	\$41.4220	\$7,180	25	\$45.7556	\$7,931	25	\$39.4828	\$6,844
26	\$38.0033	\$6,587	26	\$41.9622	\$7,273	26	\$46.3558	\$8,035	26	\$39.9828	\$6,930
27	\$38.4630	\$6,667	27	\$42.5023	\$7,367	27	\$46.9500	\$8,138	27	\$40.4827	\$7,017
28	\$38.9227	\$6,747	28	\$43.0426	\$7,461	28	\$47.5503	\$8,242	28	\$40.9827	\$7,104
29	\$39.3824	\$6,826	29	\$43.5828	\$7,554	29	\$48.1445	\$8,345	29	\$41.4826	\$7,190
30	\$39.8433	\$6,906	30	\$44.1230	\$7,648	30	\$48.7447	\$8,449	30	\$41.9832	\$7,277

**Police Pay Grid - FY18 – 2.75% Increase**

Police Officers			Sergeants			Lieutenants			Corporals		
Years of Service	7/1/2017 Hourly	7/1/2017 Monthly	Years of Service	7/1/2017 Hourly	7/1/2017 Monthly	Years of Service	7/1/2017 Hourly	7/1/2017 Monthly	Years of Service	7/1/2017 Hourly	7/1/2017 Monthly
0	\$26.7665	\$4,640	0			0			0		
1	\$27.2413	\$4,722	1			1			1		
2	\$27.7100	\$4,803	2			2			2		
3	\$28.1849	\$4,885	3			3			3		
4	\$28.6536	\$4,967	4			4			4		
5	\$29.1286	\$5,049	5	\$33.3100	\$5,774	5			5	\$31.2193	\$5,411
6	\$29.6033	\$5,131	6	\$33.6800	\$5,838	6			6	\$31.6417	\$5,485
7	\$30.0722	\$5,213	7	\$34.0500	\$5,902	7	\$37.6147	\$6,520	7	\$32.0611	\$5,557
8	\$30.5470	\$5,295	8	\$34.4201	\$5,966	8	\$38.0218	\$6,590	8	\$32.4836	\$5,630
9	\$31.0158	\$5,376	9	\$34.7901	\$6,030	9	\$38.4289	\$6,661	9	\$32.9030	\$5,703
10	\$31.4906	\$5,458	10	\$35.1602	\$6,094	10	\$38.8421	\$6,733	10	\$33.3254	\$5,776
11	\$31.9654	\$5,541	11	\$35.5301	\$6,159	11	\$39.2492	\$6,803	11	\$33.7478	\$5,850
12	\$32.4342	\$5,622	12	\$35.9003	\$6,223	12	\$39.6563	\$6,874	12	\$34.1673	\$5,922
13	\$32.9091	\$5,704	13	\$36.2702	\$6,287	13	\$40.0631	\$6,944	13	\$34.5897	\$5,996
14	\$33.3779	\$5,786	14	\$36.6403	\$6,351	14	\$40.4765	\$7,016	14	\$35.0091	\$6,068
15	\$33.8526	\$5,868	15	\$37.0104	\$6,415	15	\$40.8835	\$7,086	15	\$35.4315	\$6,141
16	\$34.3275	\$5,950	16	\$37.5655	\$6,511	16	\$41.4940	\$7,192	16	\$35.9465	\$6,231
17	\$34.7963	\$6,031	17	\$38.1206	\$6,608	17	\$42.1108	\$7,299	17	\$36.4585	\$6,319
18	\$35.2712	\$6,114	18	\$38.6755	\$6,704	18	\$42.7215	\$7,405	18	\$36.9734	\$6,409
19	\$35.7399	\$6,195	19	\$39.2307	\$6,800	19	\$43.3381	\$7,512	19	\$37.4853	\$6,497
20	\$36.2148	\$6,277	20	\$39.7856	\$6,896	20	\$43.9486	\$7,618	20	\$38.0002	\$6,587
21	\$36.6835	\$6,358	21	\$40.3407	\$6,992	21	\$44.5654	\$7,725	21	\$38.5121	\$6,675
22	\$37.1584	\$6,441	22	\$40.8958	\$7,089	22	\$45.1760	\$7,831	22	\$39.0271	\$6,765
23	\$37.6333	\$6,523	23	\$41.4509	\$7,185	23	\$45.7865	\$7,936	23	\$39.5421	\$6,854
24	\$38.1036	\$6,605	24	\$42.0059	\$7,281	24	\$46.4033	\$8,043	24	\$40.0548	\$6,943
25	\$38.5759	\$6,686	25	\$42.5611	\$7,377	25	\$47.0139	\$8,149	25	\$40.5685	\$7,032
26	\$39.0484	\$6,768	26	\$43.1162	\$7,473	26	\$47.6306	\$8,256	26	\$41.0823	\$7,121
27	\$39.5207	\$6,850	27	\$43.6711	\$7,570	27	\$48.2411	\$8,362	27	\$41.5959	\$7,210
28	\$39.9931	\$6,932	28	\$44.2263	\$7,666	28	\$48.8579	\$8,469	28	\$42.1097	\$7,299
29	\$40.4654	\$7,014	29	\$44.7813	\$7,762	29	\$49.4685	\$8,575	29	\$42.6234	\$7,388
30	\$40.9390	\$7,096	30	\$45.3364	\$7,858	30	\$50.0852	\$8,681	30	\$43.1377	\$7,477

**Police Pay Grid - FY19 – 3.25% Increase**

Police Officers			Sergeants			Lieutenants			Corporals		
Years of Service	7/1/2018 Hourly	7/1/2018 Monthly	Years of Service	7/1/2018 Hourly	7/1/2018 Monthly	Years of Service	7/1/2018 Hourly	7/1/2018 Monthly	Years of Service	7/1/2018 Hourly	7/1/2018 Monthly
0	\$27.6364	\$4,790	0			0			0		
1	\$28.1266	\$4,875	1			1			1		
2	\$28.6106	\$4,959	2			2			2		
3	\$29.1009	\$5,044	3			3			3		
4	\$29.5848	\$5,128	4			4			4		
5	\$30.0753	\$5,213	5	\$34.3926	\$5,961	5			5	\$32.2340	\$5,587
6	\$30.5654	\$5,298	6	\$34.7746	\$6,028	6			6	\$32.6700	\$5,663
7	\$31.0495	\$5,382	7	\$35.1566	\$6,094	7	\$38.8372	\$6,732	7	\$33.1031	\$5,738
8	\$31.5398	\$5,467	8	\$35.5388	\$6,160	8	\$39.2575	\$6,805	8	\$33.5393	\$5,813
9	\$32.0238	\$5,551	9	\$35.9208	\$6,226	9	\$39.6778	\$6,877	9	\$33.9723	\$5,889
10	\$32.5140	\$5,636	10	\$36.3029	\$6,293	10	\$40.1045	\$6,951	10	\$34.4085	\$5,964
11	\$33.0043	\$5,721	11	\$36.6848	\$6,359	11	\$40.5248	\$7,024	11	\$34.8446	\$6,040
12	\$33.4883	\$5,805	12	\$37.0671	\$6,425	12	\$40.9451	\$7,097	12	\$35.2777	\$6,115
13	\$33.9786	\$5,890	13	\$37.4490	\$6,491	13	\$41.3652	\$7,170	13	\$35.7138	\$6,190
14	\$34.4627	\$5,974	14	\$37.8311	\$6,557	14	\$41.7920	\$7,244	14	\$36.1469	\$6,265
15	\$34.9528	\$6,058	15	\$38.2132	\$6,624	15	\$42.2122	\$7,317	15	\$36.5830	\$6,341
16	\$35.4431	\$6,143	16	\$38.7864	\$6,723	16	\$42.8426	\$7,426	16	\$37.1148	\$6,433
17	\$35.9272	\$6,227	17	\$39.3595	\$6,822	17	\$43.4794	\$7,536	17	\$37.6434	\$6,525
18	\$36.4175	\$6,312	18	\$39.9325	\$6,922	18	\$44.1099	\$7,646	18	\$38.1750	\$6,617
19	\$36.9014	\$6,396	19	\$40.5057	\$7,021	19	\$44.7466	\$7,756	19	\$38.7036	\$6,709
20	\$37.3918	\$6,481	20	\$41.0786	\$7,120	20	\$45.3769	\$7,865	20	\$39.2352	\$6,801
21	\$37.8757	\$6,565	21	\$41.6518	\$7,220	21	\$46.0138	\$7,976	21	\$39.7638	\$6,892
22	\$38.3660	\$6,650	22	\$42.2249	\$7,319	22	\$46.6442	\$8,085	22	\$40.2955	\$6,985
23	\$38.8564	\$6,735	23	\$42.7981	\$7,418	23	\$47.2746	\$8,194	23	\$40.8273	\$7,077
24	\$39.3420	\$6,819	24	\$43.3711	\$7,518	24	\$47.9114	\$8,305	24	\$41.3566	\$7,168
25	\$39.8296	\$6,904	25	\$43.9443	\$7,617	25	\$48.5419	\$8,414	25	\$41.8870	\$7,260
26	\$40.3175	\$6,988	26	\$44.5175	\$7,716	26	\$49.1786	\$8,524	26	\$42.4175	\$7,352
27	\$40.8051	\$7,073	27	\$45.0904	\$7,816	27	\$49.8089	\$8,634	27	\$42.9478	\$7,444
28	\$41.2929	\$7,157	28	\$45.6637	\$7,915	28	\$50.4458	\$8,744	28	\$43.4783	\$7,536
29	\$41.7805	\$7,242	29	\$46.2367	\$8,014	29	\$51.0762	\$8,853	29	\$44.0086	\$7,628
30	\$42.2695	\$7,327	30	\$46.8098	\$8,114	30	\$51.7130	\$8,964	30	\$44.5397	\$7,720

### Supplemental Pay Schedule

FTO's	\$ 2.00 per hour while training
SWAT/Negotiators/K9	\$41.92/month (SWAT or K9 but not both.)
EOD	\$41.92/month
CDU	\$41.92/month
Instructors	\$.50 per hour
Motorcycle Officers*	\$1.00 per hour
AA Degree	\$5.00 per pay period; or
BA/BS Degree	\$10.00 per pay period. Pay for one degree only.

\*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 Summer Shirts
- 3 Winter Shirts
- 4 Pair Trousers (wool blend)
- 1 Summer Hat
- 2 Ties
- 1 Pair Summer Shoes or Boots
- 1 Leather Jacket
- 1 Trouser Belt
- 1 Duty Belt
- 1 Holster
- 1 Handcuff Case
- 1 Pair Handcuffs
- 1 Spare Ammunition Carrier
- 4 Belt Keepers
- 2 Name Plates
- 1 Ike Jacket
- 1 Clear Raincoat
- 1 Clear Rain Hat Cover
- 1 soft ballistic body armor
- MPD Patches
- MPD Insignias
- MLEA Patches
- 1 "Halogen" Flashlight - full size rechargeable
- 1 Flashlight Holder
- 1 Oleoresin Capiscum Spray
- 1 Spray Holder
- 1 Whistle & Chain
- 1 City-Issued Service Weapon (remains property of City)
- 1 Pair of Leather Gloves

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
Leather 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.

