

COLLECTIVE BARGAINING
AGREEMENT BETWEEN CITY OF
MISSOULA AND MISSOULA POLICE
OFFICER ASSOCIATION
FOR FY 2024 THROUGH FY 2027

TABLE OF CONTENTS

ARTICLE 1—Purpose/Page 4
ARTICLE 2—Recognition/Page 4
ARTICLE 3—Association Security and Dues Collection/Page 4
ARTICLE 4—Minimum Standards and Prevailing Rights/Page 5
ARTICLE 5—Management Rights/Page 6
ARTICLE 6—Rules and Regulation/Page 6
ARTICLE 7—Waiver and Supplemental Agreements/Page 6
ARTICLE 8—Savings Clause/Page 7
ARTICLE 9—Discrimination/Page 7
ARTICLE 10—Personnel Reduction/Page 7
ARTICLE 11—Subcontracting/Page 8
ARTICLE 12—Hours of Work/Page 8
ARTICLE 13—Overtime/Page 8
ARTICLE 14—Seniority/Page 10
ARTICLE 15—Allowances and Premiums/Page 11
ARTICLE 16—Sick Leave/Page 13
ARTICLE 17—Holidays/Page 15
ARTICLE 18—Vacation/Page 16
ARTICLE 19—Military Leave/Page 18
ARTICLE 20—Jury Duty – Service as Witness/Page 18
ARTICLE 21—Leave Without Pay/Page 18
ARTICLE 22—Family Medical Leave/Page 19
ARTICLE 23 –Paid Parental Leave/Page 19
ARTICLE 24 – Volunteer Leave/Page 19
ARTICLE 25—Travel/Page 19
ARTICLE 26—Training, Education and Physical Fitness/Page 19
ARTICLE 27—Medical Examinations/Page 21

ARTICLE 28—Health Insurance/Page 21

ARTICLE 29—Compensation/Page 23

ARTICLE 30—Legal Representation and Fees/Page 24

ARTICLE 31—Association Representation/Page 25

ARTICLE 32—Safety Committee/Page 25

ARTICLE 33—Police Officer Bill of Rights/Page 25

ARTICLE 34—Grievance and Arbitration/Page 29

ARTICLE 35—No Strike Clause/Page 31

ARTICLE 36—Performance Evaluations/Page 31

ARTICLE 37—Pyramiding/Page 32

ARTICLE 38—Shift Bidding/Page 32

ARTICLE 39—Mental Health/ Page 33

ARTICLE 40—Binding Arbitration/Page 33

ARTICLE 41—Terms of Agreement/Page 36

ARTICLE 42—Labor-Management Committee/Page 36

EXHIBIT A—Police Officer Pay Grids-Matrix/Page 38

Additional Pay/

EXHIBIT B--Initial Clothing Issue

EXHIBIT C--Reimbursement

EXHIBIT D—Accident Investigator Wages

Memorandums of Understanding

THIS AGREEMENT, made and entered into this 1st day of July, 2023, 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/accident investigators of the City of Missoula, except Captains, Assistant Chiefs, and the Chief of Police.

ARTICLE 3

Association Security and Dues Collection

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

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

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

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

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

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

- a) Not more than two (2) members of the Association negotiating team to attend negotiating sessions with Employer representatives;
- b) A member of the Association, including an official Association representative, for any meeting with the Employer concerning this Agreement;
- c) Official Association representatives for regularly scheduled or special meetings of the local or state Association, provided that no more than two (2) members shall, at any time, be granted leave from duty for any such Association business unless an emergency situation arises, or the employee has an unavoidable court appearance. The cost and expenses (registration, lodging, travel expenses, per diem, incidentals, and all other traditional cost and expenses associated with travel) will be funded by the Association;
- d) An Association representative for a meeting with newly hired officers for the purpose of explaining Association membership and dues deductions;
- e) Reasonable notice must be given before any leave may be granted under this Section, and the Employer reserves the right to restrict such release time in cases of possible personnel shortage.

ARTICLE4

Minimum Standards and Prevailing Rights

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

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

ARTICLE 5
Management Rights

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

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

ARTICLE 6
Rules and Regulations

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

ARTICLE 7
Waiver and Supplemental Agreements

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

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

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

ARTICLE 8 Savings Clause

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

ARTICLE 9 Discrimination

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

ARTICLE 10 Personnel Reduction

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

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

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

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

ARTICLE 11

Subcontracting

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

ARTICLE 12

Hours of Work

Section 1. The standard work day shall be either 10 hours, 8 hours or 10 hours and 40 minutes. The 10-hour-40-minute workday shall be limited to only sergeants, corporals and police officers assigned to patrol teams. Sergeants, corporals, and police officers assigned to patrol teams will work the 10 hour and 40 minute schedule. Other employees within the patrol division may work the 10 hour and 40 minute schedule upon mutual agreement between the Chief of Police and the employees.

Section 2. During a ten (10) hour regularly scheduled shift and a 10-hour-40 minute 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 workload 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 workload and operational functions of a priority or emergency nature occurring during the specific shift. It is recommended no single break be more than thirty (30) minutes without shift commander approval. During all such breaks, officers will remain in contact with the dispatcher and/or supervisor and are subject to duty.

ARTICLE 13

Overtime

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

Section 2. Employees required to work in excess of their regular shift will be paid at the rate of time and one half for all excess hours. Once every six (6) 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 six 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 their 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 to report to a non-scheduled assignment or task 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 to report to a non-scheduled assignment or task shall receive compensation for a minimum of two (2) hours at overtime rates.

Section 4. Employees who are under subpoena or official notice of trial from a prosecutor which requires a court appearance, participation in a deposition, or sworn testimony on a normally scheduled day off will receive compensation for a minimum of five (5) hours at their overtime rate. 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. This section does not apply to trial preparation with prosecutors or other agencies and interview with defense attorney or investigators. Employees should work with their direct supervisor and schedule these requests to be completed during their normal scheduled work hours. When such arrangements are not possible, compensation will be the greater of actual hours worked at the overtime rate or two hours at the overtime rate with direct supervisor approval.

Section 5. Employees who are under subpoena or official notice of trial from a prosecutor which requires a court appearance, participation in a deposition, or providing other sworn testimony outside of normally scheduled working hours on a normally scheduled work day will receive compensation for a minimum of three (3) hours of compensation at overtime rates.

Employees shall receive at least twenty-four (24) hours notice when a trial for which they are scheduled to appear has been vacated. Failure to provide such notice shall result in the officer receiving (1) hour paid at their overtime rate.

Section 6. Except as provided for in this section, when an employee is off-duty and receives work-related telephone consultations, the employee will be paid the greater of the actual time spent on the

telephone consultation or 15 minutes of overtime. When an employee receives multiple phone calls in one 15-minute period, the employee will be paid for 15 minutes of overtime. This provision does not apply when an employee is contacted by the Employer to report to work for any need and the employee is not able to report to work. All telephone consultations must be approved by the supervisor or dictated by policy. An employee 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 employee's overtime rate. If the employee is required to come to court to do the DUI blood search warrant return, the employee shall be paid for a minimum number of hours as provided in this Section.

Section 7. 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 8. Voluntary overtime shall be paid at the employee's overtime rate for actual work hours which occur as the result of time volunteered by an employee which are in excess of a 40-hour week. If the detail requiring volunteer overtime is cancelled for any reason and the employee arrived for the detail without notice of the cancellation, the employee will be compensated one (1) hour of over time. Employees who volunteer for parade duty, , bailiff, court security, outside hire (unless the outside hire contract dictates otherwise), or special events shall be considered voluntary overtime situations.

Section 9. An employee required to work for at least four (4) hours outside of the employee's schedule 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 for the rest break provided for in this section. This section does not apply to early call in that continues to the normally scheduled work shift.

ARTICLE 14

Seniority

Section 1.

a. Police Officers: 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 their employment.

b. Accident Investigators – 6 month probationary period.

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

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

Section 4. A seniority list shall be posted by the Employer. The list shall be updated once a year. Police officers and accident investigators will be placed on separate lists.

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

Sections 1 to 7 apply to police officers only.

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

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

Section 3. After their first year of employment, each employee covered by this Agreement shall be entitled to an annual clothing allowance of Seven Hundred and Eighty Dollars (\$780.00). The clothing allowance shall be issued no later than September 1 of each fiscal year.

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

Section 5. The clothing allowance shall be adjusted each year of this agreement by twenty dollars (\$20.00) per year. The City agrees to issue a separate check for the clothing allowance, but retains the sole discretion to determine required tax withholding that shall be applied to the check.

Section 6. The Employer agrees to repair or replace any uniform item, and any accessory as listed and described in Exhibit C, or authorized in writing by the Police Chief, which in the determination of the Chief, has been damaged or destroyed in the line of duty. The Chief may make allowances for normal wear in making such determination. In addition, in the event the Employer should change any of the clothing which is required during the life of this Agreement, employees so affected by the change shall be provided with the requisite number of items so changed.

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

Section 8. This section applies to accident investigators only.

- a. The items listed in Exhibit B shall remain the property of the City. All serviceable items, as determined by the Chief, will be returned to the City upon separation from service.
- b. Accident investigators will receive clothing listed in Exhibit B.
- c. The Employer agrees to repair or replace any item in Exhibit B and any accessory as listed and described in Exhibit C, or authorized in writing by Management, which in the determination of the Manager, has been damaged or destroyed in the line of duty upon approval of Management. All replacements are subject to approval. Ballistic vests will not be replaced prior to expiration date unless damaged in the line of duty.

Section 9. SHIFT DIFFERENTIAL-applies to police officers and accident investigators

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). Such pay will be for hours actually worked in this time frame.

Section 10. DETECTIVE ON-CALL-applies to police officers only.

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.

Section 11. WORKING OUT OF CLASSIFICATION-applies to police officers only

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:

- A. Corporals may be required to temporarily (less than 80 hours) assume the responsibilities of the Shift Commander in the absence of a Sergeant without any additional compensation above the rate of pay of the Corporal.
- B. 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 Detective. §. are compensated at the rate of a Sergeant for the temporary supervision assignment.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
(See Attached MOU for amendments)

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 their vacation or if the illness causes the employee to terminate their 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, domestic partners, parents, grandparents, siblings, children, grandchildren, stepchildren, step grandchildren, 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 the 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 the treating physician may be required to return to such duty. Upon receipt, by the employee, of doctor's permission to return to the employee's normal duties, the employee shall return to normal duties.

ARTICLE 17
Holidays

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

1. New Year's Day--January 1
2. Martin Luther King, Jr. Day--the third Monday in January
3. Presidents' Day--the third Monday in February
4. Memorial Day--the last Monday in May
5. Juneteenth – June 19th
6. Independence Day--July 4
7. Labor Day--the first Monday in September
8. Indigenous Peoples' Day--the second Monday in October
9. Veteran's Day--November 11
10. Thanksgiving Day--the fourth Thursday in November
11. Christmas Day--December 25
12. State-Wide General Election Day in November of even-numbered years.
13. 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 Congress 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 during pay periods in which a holiday occurs shall be credited with holiday comp time hours equal to the number of hours of one of the employee's regularly scheduled shift.

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

- Effective July 1, 2023: Martin Luther King Jr. Day;
- Effective July 1, 2024: Statewide General Election Day
- Effective July 1, 2025: Juneteenth
- Effective July 1, 2026: Indigenous People Day

It is understood and agreed that:

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

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

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

ARTICLE 18

Vacation

Section 1. Section 1. As provided by state law, each employee, with the exception of those identified below, 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.

Officers working the 10-hour and 40-minute schedule shall accrue vacation credits at the rate of:

10.67 hours per month for the first ten (10) years of service, 12.80 hours per month for the next five (5) years of service, 14.94 hours per month for the next five (5) years of service, and 17.10 hours per month for all service after twenty (20) years. "Years of service" are defined by state law.

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.
(See Attached MOU for amendments)

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 employment for reasons not reflecting discredit on oneself 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 a designee, or unless there is an emergency within the Department as determined by the Chief of Police that warrants an alteration. The Chief or 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 their 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 a spouse or child, provided the Employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Leaves of absence may be granted up to three (3) months, provided, however, the Employer may approve leaves of absence in excess of three (3) months.

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

employee desires.

ARTICLE 22
Family Medical Leave

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

ARTICLE 23
Parental Leave

Employees shall receive paid parental leave in accordance with City policy, as adopted by City Council.

ARTICLE 24
Volunteer Leave

Employees shall receive volunteer leave in accordance with City policy, as adopted by City Council.

ARTICLE 25
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 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, the employee shall return all such reimbursements to the Chief within five (5) days of receipt.

ARTICLE 26
Training, Education and Physical Fitness

Section 1. Each full-time employee 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) Application for approval of institutions and courses must be made to the Chief of Police prior to enrollment. The Employer reserves the right to limit the number of courses taken by each enrollee during any fiscal year. All approvals are subject to budget constraints, operational needs, and the courses cannot interfere with the employee's ability to perform their job duties.
- 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 \$750 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 or the employee's current MPD career. Requests shall be submitted to the Chief of Police in writing, and must be approved by the Employer.

Sections 3 to 5 apply to police officers only [\(See Attached MOU for amendments to section 3\)](#)

Section 3. The Employer will supply 100 rounds of 40 S&W or 223 Remington, or half of each, as target ammunition per month to be used for practice. The Employer may establish any necessary procedure to assure that ammunition is used for bona fide practice sessions with the police officer's duty weapon and to assure that excess rounds are not issued to officers not using the 100 rounds of issued ammunition. Appropriate procedures may include issuing ammunition only at the time it is to be used. If an officer does not use their allotment for the particular month for which it is issued, additional ammunition over and above the monthly allotment of 100 rounds will not be supplied the following month; there will be no accumulation of practice ammunition.

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

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

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

Officers falling below any minimum standard established by the MLEA committee's assessment instrument may complete a consultation with the City's Wellness Coordinator during normal working hours within sixty (60) days of the assessment. The purpose of this consultation will be to help the officer find ways to improve their 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 agrees to keep a minimum of 12 days of training offered on overlap shifts as long as the Department has the 10 hour and 40-minute shift and as long as resources allow. The training will be scheduled in advance and other than required qualifications on certain topics, the training will not be rescheduled if officers miss the initial offering. The Missoula Police Department will provide bi-annual EVOC training, use of force, and firearms as resources and logistics allow for all patrol officers.

ARTICLE 27 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 28 Health Insurance

Section 1. The City shall provide the same medical and dental insurance benefits to union members as provided to other City employees under the City's self-funded health benefit plan.

Section 2. From the beginning of the next plan year following the start of this Contract and for the term of this Contract, the Union agrees to accept increases in employee only contributions to be no more than a \$30 premium increase in a 4-year period and no more than a maximum increase for all enrollment levels including the cost of employee-only not to exceed \$25/plan year per premium tier per year, provided these increases are approved by the City Council and in effect for all other City employees and provided further that the City's contribution increase is, at a minimum, the same percentage increase apportioned to the employee contribution rate. f

The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes prior to approval by City Council if such changes might result in a direct cost increase for deductible, max out of pocket or co-insurance without monthly premiums being frozen or reduced. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

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

Section 3 applies to Police Officers, contributing to MPORS only.

Section 3. The City agrees to allow employees to participate in an I.R.C. 125 plan whereby the City's monthly health insurance contribution will be included in the employee's gross pay employees can contribute toward their health benefit plan on a pre-tax basis. The employer agrees to maintain no less than the contribution amount set in 2023 at \$1,228.52

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 a pre-tax basis. The employee shall authorize a pre-tax payroll deduction from their 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.

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

Furthermore, it is agreed that the monthly base wages reflected in Appendix A of this 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 employee's 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 their 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 comparable 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.

ARTICLE29 Compensation

Section 1

The wage rate for employees covered by this Agreement shall be in accordance with the Classifications and Pay Schedule set forth in Exhibit A for Police Officers and Exhibit D for Accident Investigators, attached hereto, for FY24. The parties have agreed to a 4.0% across-the-board cost of living increase to the wages for FY25, FY26, and FY27. The parties also agree to open the contract one time between completion of the November 2023 Fire Levy and June 30, 2024, to discuss wages for the final three years of the contract (FY25, FY26, FY27). (See Attached MOU for amendments)

Section 2. Accident Investigator Additional Compensation

A. Certification Pay

Accident Investigators shall receive certification pay for completion of the three levels of accident investigation certifications. Certification pay shall only be paid for these certifications, and paid at the following rates:

Tier I-Basic Crash Investigation: 2.5% additional pay on the base hourly rate
Tier II Technical Crash Investigation: 5 % additional pay on the base hourly rate
Tier III Accident Reconstruction: 10% additional pay on the base hourly rate

Certification pay is not compounded.

B. Training Pay

Accident Investigators required to offer scheduled formal training shall receive an additional \$1/hour on the base rate for all time spent in such approved trainer role.

C. Deferred Compensation

Beginning July 1, 2023, the City agrees to provide a ten dollar (\$10.00) per month matching contribution to a qualified deferred compensation plan for each employee.

ARTICLE 30

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 their 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 31 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 the employee's 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 the representative's time for attendance at the meeting.

ARTICLE 32 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 33 Police Officer Bill of Rights (See Attached MOU for amendments)

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 shall be informed of the names and addresses of all complainants. The investigating officer of the complaint may be the complainant. However, no employee of the Missoula Police Department shall assume the role and/or name of the complainant, unless said employee shall be the original complainant.
- b) The interrogation shall be conducted at a reasonable hour, preferably at a time when the police officer is on duty, or during the normal waking hours of the police officer, unless the seriousness of the investigation requires otherwise. If such interrogation does occur during off-duty time of the police officer being interrogated, the police officer shall be compensated for such off-duty time in accordance with regular department procedures, and the police officer shall not be released from employment for any work missed.
- c) The police officer under investigation shall be informed prior to such interrogation of the rank, name, and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions to be directed to the police officer under interrogation shall be asked by and through no more than two interrogators at one time.
- d) The interrogating session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to their 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 the officer's express consent nor shall their home address or photograph be given to the press or news media without the officer's 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 their 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 the officer may be charged with a criminal offense, the officer shall immediately be informed of their 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 their choice at the officer's 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 their department would not normally be sent to that location or would normally be given that duty assignment under similar circumstances.
- j. While POBR does not specifically apply to accident investigators, Management does commit to agreeing to labor laws requiring Weingarten Notice, principles of Just Cause, Due Process and issuing Garrity when appropriate in relation to any disciplinary action taken.

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

Section 2. Just Cause

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

or omission causing the suspension and will remain in the employee's personnel file for a period of no more than two years from the date of the act or omission causing the suspension.

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

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

Section 3. The Employer shall notify the affected employee as soon as is reasonably possible after anyone makes a request to review an employee's personnel file. The Employer must protect the privacy of individual officers and their family members and may not divulge personal non-work related information during the course of a third-party review of an officer's personnel file.

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

ARTICLE 34 (See Attached MOU for amendments)
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 fifteen (15) calendar days of the occurrence of the event or incident. Alleged grievances must be filed by the Union within thirty (30) calendar days of the date of the incident or occurrence with the appropriate party as specified herein.

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

LEVEL I: An effort shall first be made to adjust an alleged grievance informally between the Employee and the Employer's designee. If the grievance is not resolved through informal

discussions, the grievance shall be presented by a Steward in writing to the appropriate Captain who shall give a written decision on the grievance to the parties involved within ten (10) calendar days after the receipt of the written grievance. The written grievance shall contain, at a minimum, the following information:

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

LEVEL II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Missoula Police Department' Staff, provided such appeal is made in writing within seven (7) calendar days after receipt of the decision in Level I. If a grievance is properly appealed to the Staff, the Staff or its designee shall set a time to meet regarding the grievance, such meeting to be held within ten (10) calendar days after receipt of the appeal. Within seven (7) calendar days after the meeting, the Staff or its designees shall issue a decision in writing to the parties involved.

LEVEL III: If the grievance has not been resolved at Level II, the grievance may be presented to the Mayor or a 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.

ARTICLE35 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.

ARTICLE36 Performance Evaluations

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

Section 2. Monthly performance evaluation reports shall be made on probationary employee

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 37 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 38 Shift Bidding

This Article applies to police officers only.

Sergeants, corporals and police officers working regularly scheduled 10-hour-40-minute workdays shall be assigned to shifts according to a seniority-based bidding process. The bidding process shall occur once per year and shall be for two six-month time periods (January 1 through June 30 and July 1 through December 31) provided, however, that employees must bid one team for the entire calendar year. The bidding process shall be conducted as follows and in the following order:

- 1) First, sergeants shall bid on available shifts in order of seniority in the rank of sergeant (so that the individual who has been a sergeant for the longest consecutive period of time shall bid their shifts first, followed by the individual who has been a sergeant for the next longest consecutive period of time, followed by the individual who has been a sergeant for the next longest consecutive period of time and followed likewise until all available shifts have been filled).
- 2) After the sergeants have completed the bidding process, the corporals shall bid on available shifts according to seniority in the rank of corporal (so that the individual who has been a corporal for the longest consecutive period of time shall bid their shift first, followed by the individual who has been a corporal for the next longest consecutive period of time, followed by the individual who has been a corporal for the next longest consecutive period of time, and followed likewise until all vacant shifts have been bid).

- 3) After the corporals have completed the bidding process, police officers who have successfully completed the FTEP at the time of the once yearly shift bid shall bid on available shifts according to departmental seniority, with the most senior police officer bidding first, followed by the next most senior police officer, followed by the next most senior police officers and followed likewise until all available shifts have been bid). Once all available patrol positions have been filled, any remaining officers will be assigned to shifts in order to meet the needs of the department.
- 4) Management will retain the right to make exceptions to seniority-based bidding assignments for patrol team members who are assigned to SWAT. In instances where additional exceptions may be necessary, management agrees to meet and confer with the Association prior to implementing such exceptions.

ARTICLE 39

Mental Health

In the interest of promoting mental health, the Employer agrees to dedicate \$10,000 per year from the wellness budget to support employee mental health. For the first year of the contract, the Employer will allocate the \$10,000 to 911 at Ease International. The contributions in subsequent years will be contributed to programs that support mental health as determined by the health and wellness committee.

The Employer will also dedicate \$10,000 per year from the Police Department's training and travel budget for uncovered medical expenses and wages related to intensive mental health treatment that is preapproved by and at the sole discretion of the Chief of Police.

The Employer will add 911 at Ease International to the charitable giving program for city employees.

The parties agree to the formation of a mental health and wellness committee that shall be comprised of two representatives appointed by the Association and two representatives appointed by the Employer. The committee will meet once each quarter for the purpose of discussing mental health and wellness issues or concerns within the Police Department. The committee shall make recommendations concerning mental health services, support, policies, and procedures. All recommendations shall be in writing and a copy shall be submitted to the Employer and to the Association for further consideration.

ARTICLE 40

Binding Arbitration

Unless otherwise mutually agreed, at the expiration date of this Agreement, unresolved issues shall be submitted to the following procedures. The parties recognize that Montana law prohibits strikes by police officers and provides that issues not resolved through the process of collective bargaining are subject

to mediation and binding arbitration under procedures which are provided for in Sections 30-31-502 through -504, MCA. The parties recognize the procedures for mediation and arbitration contained in the agreement are not the same as those provided for in state law. The following procedures have been negotiated through the process of collective bargaining with full understanding of the difference between these procedures and state law. By entering this agreement, the parties specifically agree to be bound by the following procedures for mediation and arbitration of issues not resolved in future negotiations:

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

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

3. The reasonable financial ability of the City of Missoula to meet the costs of the proposed contract, giving due consideration and weight to the other services provided by, and other priorities of, the City of Missoula as reasonably determined by the Mayor and the Missoula City Council. A reasonable reserve for operating expenses and contingencies, which does not include funds in contemplation of settlement of the labor dispute, shall not be considered as available toward a settlement.
 4. The ability of the City of Missoula to attract and retain qualified personnel at the wage and benefit levels provided.
 5. The overall compensation proposed for members of the Missoula Police Association, including direct wage compensation and overtime, vacations, holidays and other paid excused time, pensions, insurance benefits, and all other direct or indirect monetary benefits received.
 6. Comparison of the overall compensation of Missoula Police Association members with other employees performing similar services in comparable communities within Montana and neighboring states, excluding communities where wages are strongly influenced by their proximity to major metropolitan areas.
 7. Comparison as described in (6) above, as it relates to the overall compensation of other City of Missoula employees and their overall compensation compared to employees performing similar services in comparable communities within Montana and its neighboring states, excluding communities where wages are strongly influenced by their proximity to major metropolitan areas.
 8. The Consumer Price Index -All Urban Consumers.
 9. If the arbitrator believes that the factors in paragraphs (1) through (8) do not provide sufficient evidence for a fair award, the arbitrator may take into consideration other factors that are traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of employment.
- (H) Within thirty (30) calendar days of the conclusion of the arbitration hearing, the arbitrator shall render a decision in writing providing the decision and an explanation of the decision.
- (I) The determination of the arbitrator shall be final and binding on both parties.
- (J) The determination of the arbitrator and the items agreed upon by the City of Missoula and the Missoula Police Association shall be deemed to be the collective bargaining agreement between the parties.
- (K) The parties may continue to negotiate all offers until an agreement has been reached or the arbitrator renders a decision.

- (L) The parties to the arbitration shall share the fees and expenses of the arbitrator and each party shall bear the other costs of arbitration on their own.
- (M) The Missoula Police Association and the City agree that the mechanism for resolving any future disputes in collective bargaining shall be binding interest arbitration. Accordingly, the Missoula Police Association agrees that there shall be no strikes, work slowdowns, work interruptions or sympathy strikes. The City agrees that there will be no lock-outs or unilateral implementation of bargaining proposals.

ARTICLE 41 Term of Agreement

This Agreement shall become effective and be in force from July 1, 2023 through June 30, 2027, and from year to year thereafter unless one of the parties serves a written notice of termination or proposed change upon the other party on or before March 31, 2023. All provisions of the collective bargaining agreement, including binding arbitration, no strike, no lock-out shall continue in full force and effect after the termination date of the collective bargaining agreement and thereafter until the parties have agreed on a successor agreement or one has been imposed pursuant to binding arbitration.

Both parties agree to meet regularly at reasonable times and places with the purpose of completing negotiations on or before June 30, 2027.

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


ARTICLE 42 Labor-Management Committee

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this day
of July, 2023

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Jordan Hess (Aug 1, 2023 08:08 MDT)


Jordan Hess, Mayor


Ryan Ludemann (Jul 27, 2023 08:38 PDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jul 27, 2023 10:37 MDT)

ATTEST:


Martha Rebein (Aug 7, 2023 09:43 MDT)

Martha Rebein City Clerk

EXHIBIT "A" (See Attached MOU for amendments)

Effective retroactively to July 1, 2023, the employer agrees to implement salaries during the period of the contract according to the attached pay grids:

The parties have agreed to a 4.0% across-the-board cost of living increase to the wages for FY25, FY26, and FY27. The parties also agree to open the contract one time between completion of the November 2023 Fire Levy and June 30, 2024, to discuss wages for the final three years of the contract (FY25, FY26, FY27). The FY25, FY26, and FY27 grids will be prepared after the wage opener.

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

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

Because the 10-hour-40-minute schedule results in employees working various numbers of hours in various weeks during a 28 day cycle, the parties agree that the pay for regularly scheduled hours for those employees assigned to patrol teams who work regularly scheduled 10-hour-40- minute workdays shall be equalized each pay period based on a 40 hour work week.

{See attached Excel spreadsheet.}

(See Attached MOU for new pay matrix)

POLICE PAY MATRIX FY 24

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
Years of Service	7/1/2022	7/1/2023	7/1/2023 Monthly	Years of Service	7/1/2022	7/1/2023	7/1/2023 Monthly	Years of Service	7/1/2022	7/1/2023	7/1/2023 Monthly
0	\$30.8030	\$33.8833	\$5,873	0				0			
1	\$31.3494	\$34.4843	\$5,977	1				1			
2	\$31.8888	\$35.0777	\$6,080	2				2			
3	\$32.4353	\$35.6789	\$6,184	3	\$34.7057	\$38.1763	\$6,617	3	\$37.2338	\$40.9572	\$7,099
4	\$32.9747	\$36.2721	\$6,287	4	\$35.2829	\$38.8112	\$6,727	4	\$37.7768	\$41.5545	\$7,203
5	\$33.5214	\$36.8735	\$6,391	5	\$35.8679	\$39.4547	\$6,839	5	\$38.3334	\$42.1667	\$7,309
6	\$34.0676	\$37.4744	\$6,495	6	\$36.4524	\$40.0976	\$6,950	6	\$38.9036	\$42.7939	\$7,417
7	\$34.6072	\$38.0679	\$6,598	7	\$37.0297	\$40.7327	\$7,060	7	\$39.4871	\$43.4358	\$7,529
8	\$35.1537	\$38.6690	\$6,703	8	\$37.6144	\$41.3759	\$7,172	8	\$40.0794	\$44.0874	\$7,642
9	\$35.6931	\$39.2624	\$6,805	9	\$38.1917	\$42.0108	\$7,282	9	\$40.6806	\$44.7487	\$7,756
10	\$36.2395	\$39.8635	\$6,910	10	\$38.7763	\$42.6539	\$7,393	10	\$41.2908	\$45.4199	\$7,873
11	\$36.7860	\$40.4646	\$7,014	11	\$39.3610	\$43.2971	\$7,505	11	\$41.9102	\$46.1012	\$7,991
12	\$37.3378	\$41.0716	\$7,119	12	\$39.9514	\$43.9466	\$7,617	12	\$42.5388	\$46.7927	\$8,111
13	\$37.8978	\$41.6876	\$7,226	13	\$40.5507	\$44.6058	\$7,732	13	\$43.1769	\$47.4946	\$8,232
14	\$38.4663	\$42.3129	\$7,334	14	\$41.1589	\$45.2748	\$7,847	14	\$43.8246	\$48.2070	\$8,356
15	\$39.0433	\$42.9476	\$7,444	15	\$41.7763	\$45.9540	\$7,965	15	\$44.4819	\$48.9301	\$8,481
16	\$39.6290	\$43.5918	\$7,556	16	\$42.4030	\$46.6433	\$8,085	16	\$45.1492	\$49.6641	\$8,608
17	\$40.2234	\$44.2457	\$7,669	17	\$43.0390	\$47.3429	\$8,206	17	\$45.8264	\$50.4090	\$8,737
18	\$40.8267	\$44.9094	\$7,784	18	\$43.6846	\$48.0531	\$8,329	18	\$46.5138	\$51.1652	\$8,868
19	\$41.4391	\$45.5831	\$7,901	19	\$44.3399	\$48.7739	\$8,454	19	\$47.2115	\$51.9327	\$9,001
20	\$42.0607	\$46.2668	\$8,019	20	\$45.0050	\$49.5055	\$8,581	20	\$47.9197	\$52.7116	\$9,137
21	\$42.6916	\$46.9608	\$8,140	21	\$45.6801	\$50.2481	\$8,709	21	\$48.6385	\$53.5023	\$9,274
22	\$43.3320	\$47.6652	\$8,262	22	\$46.3653	\$51.0018	\$8,840	22	\$49.3681	\$54.3049	\$9,413
23	\$43.9820	\$48.3802	\$8,386	23	\$47.0607	\$51.7668	\$8,973	23	\$50.1086	\$55.1194	\$9,554
24	\$44.6417	\$49.1059	\$8,512	24	\$47.7666	\$52.5433	\$9,107	24	\$50.8602	\$55.9462	\$9,697
25	\$45.3113	\$49.8425	\$8,639	25	\$48.4831	\$53.3315	\$9,244	25	\$51.6231	\$56.7854	\$9,843
26	\$45.9910	\$50.5901	\$8,769	26	\$49.2104	\$54.1314	\$9,383	26	\$52.3975	\$57.6372	\$9,990
27	\$46.6809	\$51.3490	\$8,900	27	\$49.9485	\$54.9434	\$9,523	27	\$53.1834	\$58.5018	\$10,140
28	\$47.3811	\$52.1192	\$9,034	28	\$50.6978	\$55.7675	\$9,666	28	\$53.9812	\$59.3793	\$10,292
29	\$48.0918	\$52.9010	\$9,169	29	\$51.4582	\$56.6041	\$9,811	29	\$54.7909	\$60.2700	\$10,447
30	\$48.8132	\$53.6945	\$9,307	30	\$52.2301	\$57.4531	\$9,958	30	\$55.6127	\$61.1740	\$10,603
31	\$49.5454	\$54.4999	\$9,446	31	\$53.0136	\$58.3149	\$10,108	31	\$56.4469	\$62.0916	\$10,762
32	\$50.2886	\$55.3174	\$9,588	32	\$53.8088	\$59.1896	\$10,259	32	\$57.2936	\$63.0230	\$10,924
33	\$51.0429	\$56.1472	\$9,732	33	\$54.6159	\$60.0775	\$10,413	33	\$58.1530	\$63.9683	\$11,088
34	\$51.8085	\$56.9894	\$9,878	34	\$55.4351	\$60.9787	\$10,569	34	\$59.0253	\$64.9279	\$11,254
35	\$52.5857	\$57.8442	\$10,026	35	\$56.2667	\$61.8933	\$10,728	35	\$59.9107	\$65.9018	\$11,423
36	\$53.3745	\$58.7119	\$10,177	36	\$57.1107	\$62.8217	\$10,889	36	\$60.8094	\$66.8903	\$11,594

(See Attached MOU for new pay matrix)

POLICE PAY MATRIX FY 25															
POLICE OFFICERS				CORPORAL				SERGEANT				LIEUTENANT			
Years of Service	7/1/2023	7/1/2024	7/1/2024 Monthly	Years of Service	7/1/2023	7/1/2024	7/1/2024 Monthly	Years of Service	7/1/2023	7/1/2024	7/1/2024 Monthly	Years of Service	7/1/2023	7/1/2024	7/1/2024 Monthly
0	\$33.8833	\$35.2387	\$6,108	0				0				0			
1	\$34.4843	\$35.8637	\$6,216	1				1				1			
2	\$35.0777	\$36.4808	\$6,323	2				2				2			
3	\$35.6789	\$37.1060	\$6,432	3	\$38.1763	\$39.7033	\$6,882	3	\$40.9572	\$42.5955	\$7,383	3			
4	\$36.2721	\$37.7230	\$6,539	4	\$38.8112	\$40.3636	\$6,996	4	\$41.5545	\$43.2167	\$7,491	4			
5	\$36.8735	\$38.3485	\$6,647	5	\$39.4547	\$41.0328	\$7,112	5	\$42.1667	\$43.8534	\$7,601	5	\$46.2186	\$48.0673	\$8,332
6	\$37.4744	\$38.9734	\$6,755	6	\$40.0976	\$41.7015	\$7,228	6	\$42.7939	\$44.5057	\$7,714	6	\$46.9126	\$48.7891	\$8,457
7	\$38.0679	\$39.5906	\$6,862	7	\$40.7327	\$42.3620	\$7,343	7	\$43.4358	\$45.1733	\$7,830	7	\$47.6159	\$49.5206	\$8,583
8	\$38.6690	\$40.2158	\$6,971	8	\$41.3759	\$43.0309	\$7,459	8	\$44.0874	\$45.8509	\$7,947	8	\$48.3245	\$50.2575	\$8,711
9	\$39.2624	\$40.8329	\$7,078	9	\$42.0108	\$43.6913	\$7,573	9	\$44.7487	\$46.5386	\$8,067	9	\$49.0494	\$51.0114	\$8,842
10	\$39.8635	\$41.4580	\$7,186	10	\$42.6539	\$44.3601	\$7,689	10	\$45.4199	\$47.2367	\$8,188	10	\$49.7851	\$51.7765	\$8,974
11	\$40.4646	\$42.0832	\$7,294	11	\$43.2971	\$45.0290	\$7,805	11	\$46.1012	\$47.9452	\$8,310	11	\$50.5319	\$52.5532	\$9,109
12	\$41.0716	\$42.7144	\$7,404	12	\$43.9466	\$45.7044	\$7,922	12	\$46.7927	\$48.6644	\$8,435	12	\$51.2899	\$53.3415	\$9,246
13	\$41.6876	\$43.3551	\$7,515	13	\$44.6058	\$46.3900	\$8,041	13	\$47.4946	\$49.3944	\$8,562	13	\$52.0592	\$54.1416	\$9,384
14	\$42.3129	\$44.0055	\$7,627	14	\$45.2748	\$47.0858	\$8,161	14	\$48.2070	\$50.1353	\$8,690	14	\$52.8401	\$54.9537	\$9,525
15	\$42.9476	\$44.6655	\$7,742	15	\$45.9540	\$47.7921	\$8,284	15	\$48.9301	\$50.8873	\$8,820	15	\$53.6327	\$55.7780	\$9,668
16	\$43.5918	\$45.3355	\$7,858	16	\$46.6433	\$48.5090	\$8,408	16	\$49.6641	\$51.6506	\$8,953	16	\$54.4372	\$56.6147	\$9,813
17	\$44.2457	\$46.0156	\$7,976	17	\$47.3429	\$49.2366	\$8,534	17	\$50.4090	\$52.4254	\$9,087	17	\$55.2538	\$57.4639	\$9,960
18	\$44.9094	\$46.7058	\$8,096	18	\$48.0531	\$49.9752	\$8,662	18	\$51.1652	\$53.2118	\$9,223	18	\$56.0826	\$58.3259	\$10,110
19	\$45.5831	\$47.4064	\$8,217	19	\$48.7739	\$50.7248	\$8,792	19	\$51.9327	\$54.0100	\$9,362	19	\$56.9238	\$59.2008	\$10,261
20	\$46.2668	\$48.1175	\$8,340	20	\$49.5055	\$51.4857	\$8,924	20	\$52.7116	\$54.8201	\$9,502	20	\$57.7777	\$60.0888	\$10,415
21	\$46.9608	\$48.8392	\$8,465	21	\$50.2481	\$52.2580	\$9,058	21	\$53.5023	\$55.6424	\$9,644	21	\$58.6443	\$60.9901	\$10,571
22	\$47.6652	\$49.5718	\$8,592	22	\$51.0018	\$53.0418	\$9,194	22	\$54.3049	\$56.4771	\$9,789	22	\$59.5240	\$61.9050	\$10,730
23	\$48.3802	\$50.3154	\$8,721	23	\$51.7668	\$53.8375	\$9,332	23	\$55.1194	\$57.3242	\$9,936	23	\$60.4169	\$62.8335	\$10,891
24	\$49.1059	\$51.0701	\$8,852	24	\$52.5433	\$54.6450	\$9,472	24	\$55.9462	\$58.1841	\$10,085	24	\$61.3231	\$63.7761	\$11,054
25	\$49.8425	\$51.8362	\$8,985	25	\$53.3315	\$55.4647	\$9,614	25	\$56.7854	\$59.0568	\$10,236	25	\$62.2430	\$64.7327	\$11,220
26	\$50.5901	\$52.6137	\$9,120	26	\$54.1314	\$56.2967	\$9,758	26	\$57.6372	\$59.9427	\$10,390	26	\$63.1766	\$65.7037	\$11,388
27	\$51.3490	\$53.4029	\$9,256	27	\$54.9434	\$57.1411	\$9,904	27	\$58.5018	\$60.8418	\$10,546	27	\$64.1243	\$66.6892	\$11,559
28	\$52.1192	\$54.2040	\$9,395	28	\$55.7675	\$57.9983	\$10,053	28	\$59.3793	\$61.7545	\$10,704	28	\$65.0861	\$67.6896	\$11,733
29	\$52.9010	\$55.0170	\$9,536	29	\$56.6041	\$58.8682	\$10,204	29	\$60.2700	\$62.6808	\$10,864	29	\$66.0624	\$68.7049	\$11,909
30	\$53.6945	\$55.8423	\$9,679	30	\$57.4531	\$59.7512	\$10,357	30	\$61.1740	\$63.6210	\$11,027	30	\$67.0534	\$69.7355	\$12,087
31	\$54.4999	\$56.6799	\$9,824	31	\$58.3149	\$60.6475	\$10,512	31	\$62.0916	\$64.5753	\$11,193	31	\$68.0592	\$70.7815	\$12,269
32	\$55.3174	\$57.5301	\$9,972	32	\$59.1896	\$61.5572	\$10,670	32	\$63.0230	\$65.5439	\$11,361	32	\$69.0800	\$71.8433	\$12,453
33	\$56.1472	\$58.3931	\$10,121	33	\$60.0775	\$62.4806	\$10,830	33	\$63.9683	\$66.5271	\$11,531	33	\$70.1162	\$72.9209	\$12,639
34	\$56.9894	\$59.2690	\$10,273	34	\$60.9787	\$63.4178	\$10,992	34	\$64.9279	\$67.5250	\$11,704	34	\$71.1680	\$74.0147	\$12,829
35	\$57.8442	\$60.1580	\$10,427	35	\$61.8933	\$64.3691	\$11,157	35	\$65.9018	\$68.5379	\$11,880	35	\$72.2355	\$75.1249	\$13,021
36	\$58.7119	\$61.0604	\$10,584	36	\$62.8217	\$65.3346	\$11,324	36	\$66.8903	\$69.5659	\$12,058	36	\$73.3190	\$76.2518	\$13,217

(See Attached MOU for new pay matrix)

POLICE PAY MATRIX FY 26

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
Years of Service	7/1/2024	7/1/2025 Monthly	Years of Service	7/1/2024	7/1/2025 Monthly	Years of Service	7/1/2024	7/1/2025 Monthly	Years of Service	7/1/2024	7/1/2025 Monthly
0	\$35,2387	\$36,6482	0			0			0		
1	\$35,8637	\$37,2982	1			1			1		
2	\$36,4808	\$37,9401	2			2			2		
3	\$37,1060	\$38,5903	3	\$39,7033	\$41,2915	3	\$42,5955	\$44,2993	3		
4	\$37,7230	\$39,2319	4	\$40,3636	\$41,9782	4	\$43,2167	\$44,9453	4		
5	\$38,3485	\$39,8824	5	\$41,0328	\$42,6742	5	\$43,8534	\$45,6075	5	\$48,0673	\$49,9900
6	\$38,9734	\$40,5323	6	\$41,7015	\$43,3696	6	\$44,5057	\$46,2859	6	\$48,7891	\$50,7406
7	\$39,5906	\$41,1743	7	\$42,3620	\$44,0565	7	\$45,1733	\$46,9802	7	\$49,5206	\$51,5014
8	\$40,2158	\$41,8244	8	\$43,0309	\$44,7522	8	\$45,8509	\$47,6849	8	\$50,2575	\$52,2678
9	\$40,8329	\$42,4663	9	\$43,6913	\$45,4389	9	\$46,5386	\$48,4002	9	\$51,0114	\$53,0518
10	\$41,4580	\$43,1163	10	\$44,3601	\$46,1345	10	\$47,2367	\$49,1262	10	\$51,7765	\$53,8476
11	\$42,0832	\$43,7665	11	\$45,0290	\$46,8301	11	\$47,9452	\$49,8631	11	\$52,5532	\$54,6553
12	\$42,7144	\$44,4230	12	\$45,7044	\$47,5326	12	\$48,6644	\$50,6110	12	\$53,3415	\$55,4751
13	\$43,3551	\$45,0893	13	\$46,3900	\$48,2456	13	\$49,3944	\$51,3702	13	\$54,1416	\$56,3073
14	\$44,0055	\$45,7657	14	\$47,0858	\$48,9693	14	\$50,1353	\$52,1407	14	\$54,9537	\$57,1519
15	\$44,6655	\$46,4522	15	\$47,7921	\$49,7038	15	\$50,8873	\$52,9228	15	\$55,7780	\$58,0092
16	\$45,3355	\$47,1489	16	\$48,5090	\$50,4494	16	\$51,6506	\$53,7167	16	\$56,6147	\$58,8793
17	\$46,0156	\$47,8562	17	\$49,2366	\$51,2061	17	\$52,4254	\$54,5224	17	\$57,4639	\$59,7625
18	\$46,7058	\$48,5740	18	\$49,9752	\$51,9742	18	\$53,2118	\$55,3403	18	\$58,3259	\$60,6589
19	\$47,4064	\$49,3026	19	\$50,7248	\$52,7538	19	\$54,0100	\$56,1704	19	\$59,2008	\$61,5688
20	\$48,1175	\$50,0422	20	\$51,4857	\$53,5451	20	\$54,8201	\$57,0129	20	\$60,0888	\$62,4923
21	\$48,8392	\$50,7928	21	\$52,2580	\$54,3483	21	\$55,6424	\$57,8681	21	\$60,9901	\$63,4297
22	\$49,5718	\$51,5547	22	\$53,0418	\$55,1635	22	\$56,4771	\$58,7361	22	\$61,9050	\$64,3812
23	\$50,3154	\$52,3280	23	\$53,8375	\$55,9910	23	\$57,3242	\$59,6172	23	\$62,8335	\$65,3469
24	\$51,0701	\$53,1129	24	\$54,6450	\$56,8308	24	\$58,1841	\$60,5114	24	\$63,7761	\$66,3271
25	\$51,8362	\$53,9096	25	\$55,4647	\$57,6833	25	\$59,0568	\$61,4191	25	\$64,7327	\$67,3220
26	\$52,6137	\$54,7183	26	\$56,2967	\$58,5486	26	\$59,9427	\$62,3404	26	\$65,7037	\$68,3318
27	\$53,4029	\$55,5390	27	\$57,1411	\$59,4268	27	\$60,8418	\$63,2755	27	\$66,6892	\$69,3568
28	\$54,2040	\$56,3721	28	\$57,9983	\$60,3182	28	\$61,7545	\$64,2246	28	\$67,6896	\$70,3972
29	\$55,0170	\$57,2177	29	\$58,8682	\$61,2230	29	\$62,6808	\$65,1880	29	\$68,7049	\$71,4531
30	\$55,8423	\$58,0760	30	\$59,7512	\$62,1413	30	\$63,6210	\$66,1658	30	\$69,7355	\$72,5249
31	\$56,6799	\$58,9471	31	\$60,6475	\$63,0734	31	\$64,5753	\$67,1583	31	\$70,7815	\$73,6128
32	\$57,5301	\$59,8313	32	\$61,5572	\$64,0195	32	\$65,5439	\$68,1657	32	\$71,8433	\$74,7170
33	\$58,3931	\$60,7288	33	\$62,4806	\$64,9798	33	\$66,5271	\$69,1882	33	\$72,9209	\$75,8377
34	\$59,2690	\$61,6397	34	\$63,4178	\$65,9545	34	\$67,5250	\$70,2260	34	\$74,0147	\$76,9753
35	\$60,1580	\$62,5643	35	\$64,3691	\$66,9438	35	\$68,5379	\$71,2794	35	\$75,1249	\$78,1299
36	\$61,0604	\$63,5028	36	\$65,3346	\$67,9480	36	\$69,5659	\$72,3486	36	\$76,2518	\$79,3019

POLICE PAY MATRIX FY 27

POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
Years of Service	7/1/2025	7/1/2026	Years of Service	7/1/2025	7/1/2026	Years of Service	7/1/2025	7/1/2026	Years of Service	7/1/2025	7/1/2026
0	\$36.6482	\$38.1141	0			0			0		
1	\$37.2982	\$38.7902	1			1			1		
2	\$37.9401	\$39.4577	2			2			2		
3	\$38.5903	\$40.1339	3	\$41.2915	\$42.9431	3	\$44.2993	\$46.0713	3		
4	\$39.2319	\$40.8012	4	\$41.9782	\$43.6573	4	\$44.9453	\$46.7431	4		
5	\$39.8824	\$41.4777	5	\$42.6742	\$44.3811	5	\$45.6075	\$47.4318	5	\$49.9900	\$51.9896
6	\$40.5323	\$42.1536	6	\$43.3696	\$45.1043	6	\$46.2859	\$48.1373	6	\$50.7406	\$52.7703
7	\$41.1743	\$42.8212	7	\$44.0565	\$45.8187	7	\$46.9802	\$48.8594	7	\$51.5014	\$53.5615
8	\$41.8244	\$43.4974	8	\$44.7522	\$46.5422	8	\$47.6849	\$49.5923	8	\$52.2678	\$54.3585
9	\$42.4663	\$44.1649	9	\$45.4389	\$47.2565	9	\$48.4002	\$50.3362	9	\$53.0518	\$55.1739
10	\$43.1163	\$44.8410	10	\$46.1345	\$47.9798	10	\$49.1262	\$51.0912	10	\$53.8476	\$56.0015
11	\$43.7665	\$45.5172	11	\$46.8301	\$48.7034	11	\$49.8631	\$51.8576	11	\$54.6553	\$56.8415
12	\$44.4230	\$46.1999	12	\$47.5326	\$49.4339	12	\$50.6110	\$52.6354	12	\$55.4751	\$57.6942
13	\$45.0893	\$46.8929	13	\$48.2456	\$50.1754	13	\$51.3702	\$53.4250	13	\$56.3073	\$58.5596
14	\$45.7657	\$47.5963	14	\$48.9693	\$50.9280	14	\$52.1407	\$54.2263	14	\$57.1519	\$59.4380
15	\$46.4522	\$48.3102	15	\$49.7038	\$51.6920	15	\$52.9228	\$55.0397	15	\$58.0092	\$60.3295
16	\$47.1489	\$49.0349	16	\$50.4494	\$52.4673	16	\$53.7167	\$55.8653	16	\$58.8793	\$61.2345
17	\$47.8562	\$49.7704	17	\$51.2061	\$53.2544	17	\$54.5224	\$56.7033	17	\$59.7625	\$62.1530
18	\$48.5740	\$50.5170	18	\$51.9742	\$54.0532	18	\$55.3403	\$57.5539	18	\$60.6589	\$63.0853
19	\$49.3026	\$51.2747	19	\$52.7538	\$54.8640	19	\$56.1704	\$58.4172	19	\$61.5688	\$64.0316
20	\$50.0422	\$52.0439	20	\$53.5451	\$55.6869	20	\$57.0129	\$59.2934	20	\$62.4923	\$64.9920
21	\$50.7928	\$52.8245	21	\$54.3483	\$56.5222	21	\$57.8681	\$60.1828	21	\$63.4297	\$65.9669
22	\$51.5547	\$53.6169	22	\$55.1635	\$57.3701	22	\$58.7361	\$61.0856	22	\$64.3812	\$66.9564
23	\$52.3280	\$54.4211	23	\$55.9910	\$58.2306	23	\$59.6172	\$62.0019	23	\$65.3469	\$67.9608
24	\$53.1129	\$55.2375	24	\$56.8308	\$59.1041	24	\$60.5114	\$62.9319	24	\$66.3271	\$68.9802
25	\$53.9096	\$56.0660	25	\$57.6833	\$59.9906	25	\$61.4191	\$63.8759	25	\$67.3220	\$70.0149
26	\$54.7183	\$56.9070	26	\$58.5486	\$60.8905	26	\$62.3404	\$64.8340	26	\$68.3318	\$71.0651
27	\$55.5390	\$57.7606	27	\$59.4268	\$61.8038	27	\$63.2755	\$65.8065	27	\$69.3568	\$72.1311
28	\$56.3721	\$58.6270	28	\$60.3182	\$62.7309	28	\$64.2246	\$66.7936	28	\$70.3972	\$73.2130
29	\$57.2177	\$59.5064	29	\$61.2230	\$63.6719	29	\$65.1880	\$67.7955	29	\$71.4531	\$74.3112
30	\$58.0760	\$60.3990	30	\$62.1413	\$64.6269	30	\$66.1658	\$68.8125	30	\$72.5249	\$75.4259
31	\$58.9471	\$61.3050	31	\$63.0734	\$65.5964	31	\$67.1583	\$69.8446	31	\$73.6128	\$76.5573
32	\$59.8313	\$62.2246	32	\$64.0195	\$66.5803	32	\$68.1657	\$70.8923	32	\$74.7170	\$77.7057
33	\$60.7288	\$63.1579	33	\$64.9798	\$67.5790	33	\$69.1882	\$71.9557	33	\$75.8377	\$78.8712
34	\$61.6397	\$64.1053	34	\$65.9545	\$68.5927	34	\$70.2260	\$73.0350	34	\$76.9753	\$80.0543
35	\$62.5643	\$65.0669	35	\$66.9438	\$69.6216	35	\$71.2794	\$74.1306	35	\$78.1299	\$81.2551
36	\$63.5028	\$66.0429	36	\$67.9480	\$70.6659	36	\$72.3486	\$75.2425	36	\$79.3019	\$82.4740

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

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

EXHIBIT "B"

Initial Clothing Issue-Police Officers

3 - Short-sleeved shirts w/MPD patches 3
- Long-sleeved shirts w/MPD patches 1 -
Class A trouser
3 - Cargo pant six-pocket trousers 2
- Ties w/one tie bar
1 - Pair Patrol boots

1 - Trouser Belt
1- Duty Belt
1 - Level 2 Holster w/light
1 - Handcuff Case
1 - Pair Handcuffs
1- Spare Ammunition Carrier
4 - Belt Keepers
2 - Name Plates 1
- Ike Jacket

1- Water resistant softshell jacket w/MPD patches 1-
Winter jacket w/MPD patches
1- 8-point Lancaster or Superior brand hat 1 -
8-point Hat Cover
1 - Soft ballistic body armor
2 - MPD Insignias

1 - Rechargeable Patrol Flashlight 1
- Flashlight Holder
1- Oleoresin Capiscum Spray 1
- Spray Holder
1 - Whistle & Chain

1 - Pair of cut-resistant Gloves
1 - Traffic vest lite (hi-vis yellow)
Trauma kit from North American Rescue

Clothing Allowance for Accident Investigators

2 shirts
2 pairs of pants
Radio holder
Earpiece for radio
pair of boots
1 jacket
1 - Traffic vest lite (hi-vis yellow)
1 Ballistic Vest

1 belt

EXHIBIT "C"

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

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

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

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

(See Attached MOU for new pay matrix)

EXHIBIT D

Accident Investigator
Wage Matrix
FY24

CAI			
Years of Service	7/1/2022	7/1/2023	7/1/2023 Monthly
0	\$24.8800	\$27.3680	\$4,744
1	\$25.7000	\$28.2700	\$4,900
2	\$26.5200	\$29.1720	\$5,056
3	\$27.3400	\$30.0740	\$5,213
4	\$27.7500	\$30.5250	\$5,291
5	\$28.1700	\$30.9870	\$5,371
6	\$28.5900	\$31.4490	\$5,451
7	\$29.0200	\$31.9220	\$5,533
8	\$29.4500	\$32.3950	\$5,615
9	\$29.8900	\$32.8790	\$5,699
10	\$30.3400	\$33.3740	\$5,785
11	\$30.8000	\$33.8800	\$5,873
12	\$31.2600	\$34.3860	\$5,960
13	\$31.7300	\$34.9030	\$6,050
14	\$32.2100	\$35.4310	\$6,141
15	\$32.6900	\$35.9590	\$6,233
16	\$33.1800	\$36.4980	\$6,326
17	\$33.6800	\$37.0480	\$6,422
18	\$34.1800	\$37.5980	\$6,517
19	\$34.6900	\$38.1590	\$6,614
20	\$35.2100	\$38.7310	\$6,713
21	\$35.7400	\$39.3140	\$6,814
22	\$36.2800	\$39.9080	\$6,917
23	\$36.8200	\$40.5020	\$7,020
24	\$37.3800	\$41.1180	\$7,127
25	\$37.9400	\$41.7340	\$7,234
26	\$38.5100	\$42.3610	\$7,343
27	\$39.0800	\$42.9880	\$7,451
28	\$39.6700	\$43.6370	\$7,564
29	\$40.2600	\$44.2860	\$7,676
30	\$40.8700	\$44.9570	\$7,793
31	\$41.4800	\$45.6280	\$7,909
32	\$42.1000	\$46.3100	\$8,027
33	\$42.7300	\$47.0030	\$8,147
34	\$43.3800	\$47.7180	\$8,271
35	\$44.0300	\$48.4330	\$8,395
36	\$44.6900	\$49.1590	\$8,521

(See Attached MOU for new pay matrix)

Accident Investigator
Wage Matrix
FY25

CAI			
Years of Service	7/1/2023	7/1/2024	7/1/2024 Monthly
0	\$27.3680	\$28.4627	\$4,934
1	\$28.2700	\$29.4008	\$5,096
2	\$29.1720	\$30.3389	\$5,259
3	\$30.0740	\$31.2770	\$5,421
4	\$30.5250	\$31.7460	\$5,503
5	\$30.9870	\$32.2265	\$5,586
6	\$31.4490	\$32.7070	\$5,669
7	\$31.9220	\$33.1989	\$5,754
8	\$32.3950	\$33.6908	\$5,840
9	\$32.8790	\$34.1942	\$5,927
10	\$33.3740	\$34.7090	\$6,016
11	\$33.8800	\$35.2352	\$6,107
12	\$34.3860	\$35.7614	\$6,199
13	\$34.9030	\$36.2991	\$6,292
14	\$35.4310	\$36.8482	\$6,387
15	\$35.9590	\$37.3974	\$6,482
16	\$36.4980	\$37.9579	\$6,579
17	\$37.0480	\$38.5299	\$6,679
18	\$37.5980	\$39.1019	\$6,778
19	\$38.1590	\$39.6854	\$6,879
20	\$38.7310	\$40.2802	\$6,982
21	\$39.3140	\$40.8866	\$7,087
22	\$39.9080	\$41.5043	\$7,194
23	\$40.5020	\$42.1221	\$7,301
24	\$41.1180	\$42.7627	\$7,412
25	\$41.7340	\$43.4034	\$7,523
26	\$42.3610	\$44.0554	\$7,636
27	\$42.9880	\$44.7075	\$7,749
28	\$43.6370	\$45.3825	\$7,866
29	\$44.2860	\$46.0574	\$7,983
30	\$44.9570	\$46.7553	\$8,104
31	\$45.6280	\$47.4531	\$8,225
32	\$46.3100	\$48.1624	\$8,348
33	\$47.0030	\$48.8831	\$8,473
34	\$47.7180	\$49.6267	\$8,602
35	\$48.4330	\$50.3703	\$8,731
36	\$49.1590	\$51.1254	\$8,862

(See Attached MOU for new pay matrix)

Accident Investigator
Wage Matrix
FY26

CAI			
Years of Service	7/1/2024	7/1/2025	7/1/2025 Monthly
0	\$28.4627	\$29.6012	\$5,131
1	\$29.4008	\$30.5768	\$5,300
2	\$30.3389	\$31.5524	\$5,469
3	\$31.2770	\$32.5280	\$5,638
4	\$31.7460	\$33.0158	\$5,723
5	\$32.2265	\$33.5155	\$5,809
6	\$32.7070	\$34.0152	\$5,896
7	\$33.1989	\$34.5268	\$5,985
8	\$33.6908	\$35.0384	\$6,073
9	\$34.1942	\$35.5619	\$6,164
10	\$34.7090	\$36.0973	\$6,257
11	\$35.2352	\$36.6446	\$6,352
12	\$35.7614	\$37.1919	\$6,447
13	\$36.2991	\$37.7511	\$6,544
14	\$36.8482	\$38.3222	\$6,643
15	\$37.3974	\$38.8933	\$6,741
16	\$37.9579	\$39.4762	\$6,843
17	\$38.5299	\$40.0711	\$6,946
18	\$39.1019	\$40.6660	\$7,049
19	\$39.6854	\$41.2728	\$7,154
20	\$40.2802	\$41.8914	\$7,261
21	\$40.8866	\$42.5220	\$7,370
22	\$41.5043	\$43.1645	\$7,482
23	\$42.1221	\$43.8070	\$7,593
24	\$42.7627	\$44.4732	\$7,709
25	\$43.4034	\$45.1395	\$7,824
26	\$44.0554	\$45.8177	\$7,942
27	\$44.7075	\$46.4958	\$8,059
28	\$45.3825	\$47.1978	\$8,181
29	\$46.0574	\$47.8997	\$8,303
30	\$46.7553	\$48.6255	\$8,428
31	\$47.4531	\$49.3512	\$8,554
32	\$48.1624	\$50.0889	\$8,682
33	\$48.8831	\$50.8384	\$8,812
34	\$49.6267	\$51.6118	\$8,946
35	\$50.3703	\$52.3851	\$9,080
36	\$51.1254	\$53.1704	\$9,216

(See Attached MOU for new pay matrix)

Accident Investigator
Wage Matrix
FY27

CAI			
Years of Service	7/1/2025	7/1/2026	7/1/2026 Monthly
0	\$29.6012	\$30.7853	\$5,336
1	\$30.5768	\$31.7999	\$5,512
2	\$31.5524	\$32.8145	\$5,688
3	\$32.5280	\$33.8292	\$5,864
4	\$33.0158	\$34.3365	\$5,952
5	\$33.5155	\$34.8562	\$6,042
6	\$34.0152	\$35.3758	\$6,132
7	\$34.5268	\$35.9079	\$6,224
8	\$35.0384	\$36.4400	\$6,316
9	\$35.5619	\$36.9844	\$6,411
10	\$36.0973	\$37.5412	\$6,507
11	\$36.6446	\$38.1104	\$6,606
12	\$37.1919	\$38.6796	\$6,704
13	\$37.7511	\$39.2611	\$6,805
14	\$38.3222	\$39.8551	\$6,908
15	\$38.8933	\$40.4490	\$7,011
16	\$39.4762	\$41.0553	\$7,116
17	\$40.0711	\$41.6740	\$7,223
18	\$40.6660	\$42.2926	\$7,331
19	\$41.2728	\$42.9237	\$7,440
20	\$41.8914	\$43.5671	\$7,552
21	\$42.5220	\$44.2229	\$7,665
22	\$43.1645	\$44.8911	\$7,781
23	\$43.8070	\$45.5592	\$7,897
24	\$44.4732	\$46.2522	\$8,017
25	\$45.1395	\$46.9451	\$8,137
26	\$45.8177	\$47.6504	\$8,259
27	\$46.4958	\$48.3557	\$8,382
28	\$47.1978	\$49.0857	\$8,508
29	\$47.8997	\$49.8157	\$8,635
30	\$48.6255	\$50.5705	\$8,766
31	\$49.3512	\$51.3253	\$8,896
32	\$50.0889	\$52.0925	\$9,029
33	\$50.8384	\$52.8720	\$9,164
34	\$51.6118	\$53.6763	\$9,304
35	\$52.3851	\$54.4805	\$9,443
36	\$53.1704	\$55.2972	\$9,585

The parties have agreed to a 4.0% across-the-board cost of living increase to the wages for FY25, FY26, and FY27. The parties also agree to open the contract one time between completion of the November 2023 Fire Levy and June 30, 2024, to discuss wages for the final three years of the contract (FY25, FY26, FY27). The FY25, FY26, and FY27 wage matrix will be prepared after the wage opener.

Years of service as AI with City of Missoula (See Attached MOU for amendments)

MEMORANDUM OF UNDERSTANDING


BETWEEN THE CITY OF MISSOULA AND
MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to meet and work collaboratively in a good faith effort to establish a drug and alcohol policy and testing procedures for the employees covered by this Agreement, with the goal of reaching an agreement in the form of a Memorandum of Agreement prior to the end of the CBA term.


IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 1st day of August day of July 2023.

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Jordan Hess (Aug 1, 2023 08:08 MDT)

Jordan Hess, Mayor



Ryan Ludemann (Jul 27, 2023 08:38 PDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jul 27, 2023 10:37 MDT)

Patrick Erbacher, MPOA

ATTEST:


Martha L Rebein (Aug 7, 2023 09:43 MDT)

Martha L Rebein City Clerk

MEMORANDUM OF UNDERSTANDING


BETWEEN THE CITY OF MISSOULA AND
MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to explore the feasibility of providing cars for police officers for commuting to and from work. The parties agree to complete a feasibility study and discuss the use of commuter cars prior to June 30, 2024.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this day of
July, 2023

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Jordan Hess (Aug 1, 2023 08:08 MDT)

Jordan Hess, Mayor


Ryan Ludemann (Jul 27, 2023 08:38 PDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jul 27, 2023 10:37 MDT)

ATTEST:

Patrick Erbacher, MPOA Vice President


Marty Rehbein (Aug 1, 2023 09:43 MDT)

Martha L Rebein City Clerk

MEMORANDUM OF UNDERSTANDING


BETWEEN THE CITY OF MISSOULA AND
MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to explore the feasibility of providing alternative communication methods for employees so that personal cell phones do not have to be used by employees. The parties agree to complete the feasibility study and discuss alternative communication methods prior to December 31, 2023. If feasible, the communication method will be implemented as soon as practical.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this day of
July, 2023

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Jordan Hess (Aug 1, 2023 08:08 MDT)

Jordan Hess, Mayor


Ryan Ludeman (Jul 27, 2023 08:38 PDT)

Ryan Ludeman, MPOA President


Patrick Erbacher (Jul 27, 2023 10:37 MDT)

Patrick Erbacher, MPOA

ATTEST:


Marty Rehbein (Aug 1, 2023 09:43 MDT)

Martha L. Rebein City Clerk

Signature: Susan Aaberg
Susan Aaberg (Jul 27, 2023 09:33 MDT)

Email: aabergs@ci.missoula.mt.us

SA
SA

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MISSOULA AND MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to amend Article 33 and mentions of disciplinary levels throughout the Collective bargaining agreement as follows:

Reference for disciplinary action to reference Exhibit E- Accountability Matrix for how progressive disciplinary action is decided and what type of discipline can be issued. All reference to levels of disciplinary action within the CBA shall be changed to reflect the new Accountability Matrix levels.

Article 33, section 2 Just Cause under Polygraph and Similar Practices will have the following changes:


Section 2. Just Cause will now read as follows:

- a) Confirmed officers may be disciplined by the Employer for just cause.
- b) The Accountability Matrix found in Exhibit E will be utilized for all disciplinary actions taken.
- 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 suspension or demotion will be effective for the purpose of progressive discipline for a period of no more than one year from the date of the act 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 causing the suspension.
 - 4. A letter of termination will become a permanent record of the personnel file.
- e) Timely requests to remove disciplinary notices from employees' personnel file shall be granted automatically.
- f) In instances of delayed discovery of activity which results in discipline, the discipline will remain in the employee's personnel file for the period specified above or six months from the date of the discovery, whichever is longer.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this
17 day of June 2024.

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Andrea Davis (Jun 14, 2024 12:25 MDT)

Andrea Davis, Mayor



Ryan Ludemann (Jun 13, 2024 17:37 MDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jun 13, 2024 17:57 MDT)

Patrick Erbacher, MPOA

ATTEST:


Claire Trimble (Jun 17, 2024 09:40 MDT)

Claire Trimble, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MISSOULA AND MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to amend Article 34- Grievance and Arbitration, section 4 will read as follows:

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:

STEP 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 within fifteen (15) calendar days from the attempted information resolution. The Captain shall give a written decision on the grievance to the parties involved within fifteen (15) calendar days after the receipt of the written grievance. The written grievance shall contain, at a minimum, the following information:

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

STEP II: In the event the grievance is not resolved in Step I, the decision rendered may be appealed to the Missoula Police Department' Chief, provided such appeal is made in writing within fifteen (15) calendar days after receipt of the decision in Step I. If a grievance is properly appealed to the Chief, the Chief or their 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 fifteen (15) calendar days after the meeting, the Chief or designees shall issue a decision in writing to the parties involved.

STEP III: If the grievance has not been resolved at Step II, the grievance may be presented to the Mayor or a designee within fifteen (15) calendar days after receiving the decision in Step II. The Mayor or designee, shall within fifteen (15) calendar days of receipt of the grievance, hear the grievance and shall have a maximum of fifteen (15) calendar days in which to decide the grievance in writing.

STEP IV: If the Union is dissatisfied with the Mayor's response to the grievance, the Union may elect to advance the grievance to the final and binding step of Arbitration by submitting written notice to the Chief and Human Resources Department within fifteen (15) calendar days from the receipt of the Mayor's response.

In the event the parties are unable to agree upon the selection of an arbitrator within fifteen (15) calendar days of the date the Employer receives notice that the grievance is being referred to arbitration, the Montana Board of Personnel Appeals shall be requested by the Union within fifteen (15) additional calendar days to provide a list of seven (7) qualified arbitrators. Upon receipt of the list by the Employer and Union, in a period not to exceed seven (7) calendar days, each party shall alternatively strike one name (a coin toss shall determine which party strikes the first name) until one remains. That person shall be designated the arbitrator. Prior to striking names, the Employer and the Union shall each have the right to reject one complete list. A party rejecting a complete list shall request a new list of arbitrators as soon as possible.

The arbitrator will schedule a date, time, and location of the arbitration hearing. The decision of the arbitrator shall be final and binding on both parties.

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.

In the event either party to the arbitration wants a transcript of the proceedings, the party requesting the transcript shall pay all costs of such transcript

The remainder of Article 34 will remain as written in the CBA.

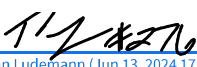
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 17 day of June 2024.

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Andrea Davis (Jun 14, 2024 12:25 MDT)

Andrea Davis, Mayor


Ryan Ludemann (Jun 13, 2024 17:37 MDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jun 13, 2024 17:57 MDT)

Patrick Erbacher, MPOA

ATTEST:


Claire Trimble (Jun 17, 2024 09:40 MDT)

Claire Trimble, City Clerk



Missoula Police Department

Accountability Matrix

The Accountability Matrix presented herein serves as a foundational reference tool, primarily designed for the purpose of enhancing uniformity within the realm of departmental disciplinary procedures. Its principal objective is to harmonize seamlessly with the prevailing Collective Bargaining Agreement and the framework of Progressive Discipline. **Subsequent violations of Type A, B, and C will be viewed through the time frames for progressive discipline outlined in the MPOA Collective Bargaining Agreement.

<u>Violation Type A – Minor Policy Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
<p>A violation of SOP/policy that does not involve a misuse of authority or an ethical offense and has no impact on Public Safety or professional image of department.</p> <p>Examples might include but are not limited to: Loss or damage of citizen or department property with value of less than \$1500, Improper application of procedure, tardiness, seatbelt violation, uniform violation, rude comments, lack of courtesy, non-criminal traffic violations while on duty.</p>	1	2	3
<u>Violation Type B – Mid-level Policy Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
<p>A violation of SOP/policy that does not involve a misuse of authority or an ethical offense and has a minimal adverse impact on public safety or professional image of department.</p> <p>Examples might include but are not limited to: Loss or damage of citizen or department property with value of more than \$1500, preventable vehicle accidents with reportable property damage, improper application of less lethal force with no or minor injury, insubordination, unauthorized leave, failing to attend a required court proceeding, improper pursuit without injury or property damage, failure to maintain issued equipment, flagrant rudeness.</p>	2	3	4
<u>Violation Type C – Major Policy Violation</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>
<p>A violation of SOP/policy that involved a misuse of authority or ethical offense and/or that creates or poses the potential for a clear, serious, or adverse impact on public safety or the professional image of the department.</p> <p>Examples might include but are not limited to: unreasonable force with no or minor injury, misdemeanor criminal conduct on or off duty not involving physical injury or violence, ethical misconduct (e.g., Theft, sexual activity on duty or dereliction), failure to obey a lawful/appropriate order, improper search/seizure/entry, failure to supervise, sworn officer carrying unauthorized firearm, unauthorized secondary employment, negligent discharge of weapon, loss of evidence, failure to make required arrest, unauthorized distribution of departmental information (personal employee information, DMV returns, investigative information), consumption of intoxicant while on duty.</p>	4	5	6

<u>Violation Type D – Gross Misconduct</u>			
<p>A violation of policy that involves a misuse or abuse of authority or an ethical offense, or that creates or poses the potential for a major adverse impact on public safety or the professional image of the department.</p> <p>Examples might include but are not limited to: excessive force with injury, misdemeanor criminal conduct involving injury/violence, DUI arrest, or disregard for department's cannon or code of ethics. Failing to help, or attempt to help, an officer of the law, who is requesting assistance in a dangerous situation. Preventable at fault collision with significant injury, flagrant/wanton disregard for the rights or interest of a fellow employee or employer, unauthorized or improper use of CIJN/NCIC history, databases, or other law enforcement database. (See Policy 3.80 Internal Investigation Policy for off duty DUI arrests and definition of gross misconduct)</p>	6	7	8
<u>Violation Type E – Severe Misconduct and/or Felony Criminal Conduct</u>			
<p>A violation of policy that involves untruthfulness or other ethical offenses, any felonious conduct, or offenses that create or pose the potential for critical adverse impact on public safety or the professional image of the department.</p> <p>Examples might include but are not limited to: untruthfulness, sexual offenses, excessive force with serious injury or against restrained or incapacitated person, felonious acts on or off duty, deliberate discharge of weapon outside use of force policy that endangers self or others, preventable at-fault collision resulting in serious injury or death due to gross negligence or violation of pursuit and response to call policies, abuse/misuse of authority, working secondary employment while on city time, civilian employee carrying firearm while on duty, harassment, or discrimination based on race, color, national origin, ancestry, religion, sex, gender identity, marital status, sexual orientation, age, or disability.</p>	8		

- A fourth or subsequent offense for a Type within CBA time frames causes the Level to progress to the next higher discipline level (e.g., from level 3 to 4, level 4 to 5, etc.).



Missoula Police Department

Discipline Levels

When assigning discipline, always begin with the PRESUMPTIVE SANCTION. The area between the Minimum and Maximum Sanction for each Discipline Level should be viewed as a range with discipline falling within the specified parameters considering mitigating and aggravating factors.

Discipline Scale	Discipline Level	Minimum Sanction	Presumptive Sanction	Maximum Sanction
	1		Corrective Action	Written Warning
	2	Corrective Action (not available to Type B)	Written Warning	Written Reprimand
	3	Written Warning	Written Warning	10-hour Suspension
	4	Written Warning	*Written Reprimand	*30-hour Suspension
	5	*^20-hour Suspension	*^40-hour Suspension	*^80-hour Suspension
	6	*^60-hour Suspension	*^80-hour Suspension	*^160-hour Suspension
	7	*^240-hour Suspension	*^320-hour Suspension	TERMINATION
	8	320-hour Suspension	TERMINATION	

*or removal from Special Team or Special Duty Assignment (Presumptive Level 4 or higher)

^or demotion from rank of Corporal, Sergeant, or Lieutenant (Level 5 or higher)

Possible Mitigating Factors to consider:

- "Substitution Test" – could this have happened to anyone else in the same situation (system, policy, or training)
- Receptive to correction/displayed proper attitude
- Efforts were made to correct the problem
- Acts would not have come to light without self-report
- New to assignment
- Exemplary Record
- Tenure or position

Possible Aggravating Factors to consider:

- High degree of operational impact
- Unreceptive to correction
- Uncooperative with Investigation
- Delayed report or attempted to cover up
- High value/dollar loss
- Speed (in vehicular accidents)
- Bias or harassment-based action
- Rank, tenure, or position
- Constitutional implications
- Lack of due regard
- Multiple policy violations within same incident
- Risk of civil liability

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MISSOULA AND MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to amend ARTICLE 26, Training, Education and Physical Fitness, Section 3 of the collective bargaining agreement from: "The Employer will supply 100 rounds of 40 S&W or 223 Remington, or half of each, as target ammunition per month to be used for practice. The Employer may establish any necessary procedure to assure that ammunition is used for bona fide practice sessions with the police officer's duty weapon and to assure that excess rounds are not issued to officers not using the 100 rounds of issued ammunition. Appropriate procedures may include issuing ammunition only at the time it is to be used. If an officer does not use their 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." to the following:

New Text for ARTICLE 26, Training, Education and Physical Fitness, Section 3. The Employer will supply 100 rounds of 9mm, 40 S&W or 223 Remington, or an equivalent portion of two of the three ammunition options, as target ammunition per month to be used for practice. The Employer may establish any necessary procedure to assure that ammunition is used for bona fide practice sessions with the police officer's duty weapon and to assure that excess rounds are not issued to officers not using the 100 rounds of issued ammunition. Appropriate procedures may include issuing ammunition only at the time it is to be used. If an officer does not use their 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.


IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 20th day of June 2024.

CITY OF MISSOULA


MISSOULA POLICE OFFICER ASSOCIATION


Andrea Davis (Jun 20, 2024 10:56 MDT)

Andrea Davis, Mayor


Ryan Ludemann (Jun 17, 2024 11:17 MDT)

Ryan Ludemann, MPOA President


Patrick Erbacher (Jun 17, 2024 13:05 MDT)

Patrick Erbacher, MPOA

ATTEST:


Claire Trimble (Jun 20, 2024 13:52 MDT)

Claire Trimble, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MISSOULA AND
MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to add a new article to the CBA – Patrol issued cell phones that will read:

The City agrees to provide at their expense one cell phone and adequate data plan for each in-service shared patrol car in the Patrol Division. The City also agrees to provide one cell phone for each vehicle used exclusively by an officer (i.e. motorcycles, SRO car, etc.) The City will not equip spare or surplus vehicles with cell phones. The provided cell phones will be suitable for modern photography expectations and engagement with the current digital evidence program requirements. All authorized applications (such as Axon Capture) will be downloaded to the phone by the City. No other external applications are to be added to a City owned phone without written authorization from the Patrol Captain.

The provided cell phones will include a charger, protective case, and screen protector.

Each employee shall protect the cell phone from loss or damage and may be responsible for any such loss or damage according to the Accountability Matrix.. If a City-owned cell phone is lost or damaged, the employee who loses or damages the cell phone, or an employee who notices the loss of or damage to a City-owned cell phone, must immediately notify their supervisor.

If a cell phone is inoperable, an immediate supervisor will identify an alternative for the affected officer to fulfill the officer's duties. Such alternatives may include the officer using a landline phone and/or other available city-owned cell phone/equipment.

Whenever a City-owned cell phone is available to an employee, an officer's personal phone will not be used for the following purposes: Calling suspects, complainants, witnesses, victims, taking photographs and videos, or anything related to the current digital evidence program. Employees are responsible for leaving the City-owned cell phone available in the shared vehicle. Any extra time necessary to make the cell phone available to the department is non-compensatory.

Employees are responsible to use the City-owned cell phone within compliance of all laws and city ordinances.

Employees may not use the City-owned cell phone for personal gain or to support or advocate for non-City related business or purpose. Incidental or occasional personal use of the cell phone is allowed when the usage does not generate a direct cost to the city.

Employees are prohibited from using City-owned cell phones for entertainment, specifically when such use impacts data usage, such as streaming live events, recorded events, music, movies, videos, etc.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 10th day of September 2024.

CITY OF MISSOULA

MISSOULA POLICE OFFICER ASSOCIATION



Andrea Davis (Sep 8, 2024 12:27 MDT)

Andrea Davis, Mayor



Ryan Ludemann (Sep 6, 2024 10:18 MDT)

Ryan Ludemann, MPOA President



Patrick Erbacher (Sep 6, 2024 10:20 MDT)

Patrick Erbacher, MPOA

ATTEST:



Claire Trimble (Sep 10, 2024 13:15 MDT)

Claire Trimble, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MISSOULA AND
MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to add a new article to the CBA – Body and Auto Cameras that will read:

The parties have negotiated terms of use for all body and vehicle camera use. These terms include but are not limited to enabling passive recording on body cameras with no audio, enabling a 30-second pre-record on body cameras with no audio, GPS location functionality, automated search features within the Axon system, and the downloading/review of passive recordings. Agreed upon terms will reside in a department policy outlining all details, including those negotiated, related to camera use by officers. No substantive changes can be made to this policy without agreement from both the City of Missoula and the Missoula Police Officers' Association through the process of collective bargaining.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 10th day of September 2024.

CITY OF MISSOULA
ASSOCIATION



Andrea Davis (Sep 8, 2024 12:26 MDT)

Andrea Davis, Mayor

MISSOULA POLICE OFFICER



Ryan Ludemann (Sep 6, 2024 10:17 MDT)

Ryan Ludemann, MPOA President



Patrick Erbacher (Sep 6, 2024 10:20 MDT)

Patrick Erbacher, MPOA

ATTEST:



Claire Trimble (Sep 10, 2024 13:14 MDT)

Claire Trimble, City Clerk

Memorandum of Understanding
Between the City of Missoula (CITY) and
Missoula Police Officers' Association (MPOA)

The parties agree there is additional benefit to MPOA members and the City to have consistency between the MPOA Collective Bargaining Agreement (CBA) and the City of Missoula Human Resources (HR) Policy regarding use of vacation time and sick time.

The City of Missoula HR Policy has been amended to allow the use of accrued vacation and sick time immediately upon hire once the time has been earned. The MPOA and the City agree to strike Article 16 Section 2 and Article 18 Section 3 of this CBA to be consistent with HR Policy. This would allow MPOA members to use accrued vacation time and accrued sick time immediately upon hire once the member has earned the vacation time.

As much of the first year of employment for an MPOA member is devoted to training, the City explicitly reserves the right to deny the use of vacation time when it will impact the member's training and professional development, including but not limited to any administrative onboarding processes, attendance at and successful completion of the following: Montana Law Enforcement Academy, the Advanced Academy, the Field Training and Evaluation Program, any remedial or training extension or any other required meetings or training such as In-Service Overlap trainings or New Hire Connections.

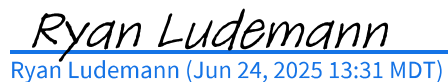
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals on this 24 day of June, 2025.

For the City:



Mayor Andrea Davis

For the Union:


[Ryan Ludemann \(Jun 24, 2025 13:31 MDT\)](#)

MPOA President Ludemann

ATTEST:


[Claire Trimble \(Jun 24, 2025 15:09 MDT\)](#)

Claire Trimble, Legislative Services Director

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MISSOULA

AND

MISSOULA POLICE OFFICER ASSOCIATION

The parties agree to settle on the following wage increases, as detailed in the attached Pay Matrix, to avoid the continued expense and uncertainties of arbitration which is currently scheduled for September 4, 2025.

FY25: An additional 9.5% added to the previously provided 4% COLA. Such wages will be retroactive to 7/1/2024 and will include applicable longevity increases on the anniversary dates occurring in this fiscal year.

FY26: A 10.5% increase retroactive to 7/1/2025 and will include applicable longevity increases for anniversary dates that may occur from this date to the date of payment. To clarify, the FY26 increase is a total of 10.5% that will be applied to base wages retroactively to 7/1/2025. It is not an additional 6.5% that will be applied and compounded after the 4% COLA increase is applied to base wages. The FY26 4% COLA that was previously agreed to will not be made until this Agreement is ratified by the Union and approved by City Council. Once this Agreement is ratified by the Union and approved by City Council, the 10.5% increase will be retroactively applied to 7/1/2025. If this Agreement is not ratified by the Union or approved by City Council and the parties proceed to arbitration, the City will immediately apply the 4% COLA to FY26 retroactively applied to 7/1/2025.

FY27: 7.5% increase effective 7/1/2026.

All increases will be made upon ratification of this Agreement and approval by City Council.


The parties agree that each party shall bear their own attorneys' fees and costs, except that any cancellation fee charged by the Arbitrator shall be split equally between the City and the Union.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 29 day of July 2025.

CITY OF MISSOULA


Claire Trimble (Jul 29, 2025 10:15:40 MDT)

MISSOULA POLICE OFFICER ASSOCIATION


Ryan Ludemann (Jul 21, 2025 18:43 MDT)

POLICE PAY MATRIX FY 25														
CAI			POLICE OFFICERS				CORPORAL			SERGEANT			LIEUTENANT	
Years of Service	7/1/2023	7/1/2024 additional 9.5%	Years of Service	7/1/2023	7/1/2024 additional 9.5%	Years of Service	7/1/2023	7/1/2024 additional 9.5%	Years of Service	7/1/2023	7/1/2024 additional 9.5%	Years of Service	7/1/2023	7/1/2024 additional 9.5%
0	\$27.3680	\$31.1667	0	\$33.8833	\$38.5863	0			0			0		
1	\$28.2700	\$32.1939	1	\$34.4843	\$39.2708	1			1			1		
2	\$29.1720	\$33.2211	2	\$35.0777	\$39.9465	2			2			2		
3	\$30.0740	\$34.2483	3	\$35.6789	\$40.6311	3	\$38.1763	\$43.4751	3	\$40.9572	\$46.6420	3		
4	\$30.5250	\$34.7619	4	\$36.2721	\$41.3067	4	\$38.8112	\$44.1982	4	\$41.5545	\$47.3222	4		
5	\$30.9870	\$35.2880	5	\$36.8735	\$41.9916	5	\$39.4547	\$44.9310	5	\$42.1667	\$48.0194	5	\$46.2186	\$52.6337
6	\$31.4490	\$35.8141	6	\$37.4744	\$42.6758	6	\$40.0976	\$45.6631	6	\$42.7939	\$48.7337	6	\$46.9126	\$53.4240
7	\$31.9220	\$36.3528	7	\$38.0679	\$43.3517	7	\$40.7327	\$46.3864	7	\$43.4358	\$49.4647	7	\$47.6159	\$54.2250
8	\$32.3950	\$36.8914	8	\$38.6690	\$44.0363	8	\$41.3759	\$47.1189	8	\$44.0874	\$50.2067	8	\$48.3245	\$55.0320
9	\$32.8790	\$37.4426	9	\$39.2624	\$44.7121	9	\$42.0108	\$47.8419	9	\$44.7487	\$50.9598	9	\$49.0494	\$55.8575
10	\$33.3740	\$38.0063	10	\$39.8635	\$45.3965	10	\$42.6539	\$48.5743	10	\$45.4199	\$51.7242	10	\$49.7851	\$56.6953
11	\$33.8800	\$38.5825	11	\$40.4646	\$46.0811	11	\$43.2971	\$49.3067	11	\$46.1012	\$52.5000	11	\$50.5319	\$57.5457
12	\$34.3860	\$39.1588	12	\$41.0716	\$46.7723	12	\$43.9466	\$50.0463	12	\$46.7927	\$53.2875	12	\$51.2899	\$58.4089
13	\$34.9030	\$39.7475	13	\$41.6876	\$47.4739	13	\$44.6058	\$50.7970	13	\$47.4946	\$54.0869	13	\$52.0592	\$59.2851
14	\$35.4310	\$40.3488	14	\$42.3129	\$48.1860	14	\$45.2748	\$51.5590	14	\$48.2070	\$54.8982	14	\$52.8401	\$60.1743
15	\$35.9590	\$40.9501	15	\$42.9476	\$48.9088	15	\$45.9540	\$52.3324	15	\$48.9301	\$55.7216	15	\$53.6327	\$61.0770
16	\$36.4980	\$41.5639	16	\$43.5918	\$49.6424	16	\$46.6433	\$53.1174	16	\$49.6641	\$56.5575	16	\$54.4372	\$61.9931
17	\$37.0480	\$42.1903	17	\$44.2457	\$50.3870	17	\$47.3429	\$53.9141	17	\$50.4090	\$57.4058	17	\$55.2538	\$62.9230
18	\$37.5980	\$42.8166	18	\$44.9094	\$51.1428	18	\$48.0531	\$54.7228	18	\$51.1652	\$58.2669	18	\$56.0826	\$63.8669
19	\$38.1590	\$43.4555	19	\$45.5831	\$51.9100	19	\$48.7739	\$55.5437	19	\$51.9327	\$59.1409	19	\$56.9238	\$64.8249
20	\$38.7310	\$44.1069	20	\$46.2668	\$52.6886	20	\$49.5055	\$56.3768	20	\$52.7116	\$60.0280	20	\$57.7777	\$65.7972
21	\$39.3140	\$44.7708	21	\$46.9608	\$53.4790	21	\$50.2481	\$57.2225	21	\$53.5023	\$60.9284	21	\$58.6443	\$66.7842
22	\$39.9080	\$45.4472	22	\$47.6652	\$54.2811	22	\$51.0018	\$58.0808	22	\$54.3049	\$61.8424	22	\$59.5240	\$67.7859
23	\$40.5020	\$46.1237	23	\$48.3802	\$55.0954	23	\$51.7668	\$58.9520	23	\$55.1194	\$62.7700	23	\$60.4169	\$68.8027
24	\$41.1180	\$46.8252	24	\$49.1059	\$55.9218	24	\$52.5433	\$59.8363	24	\$55.9462	\$63.7116	24	\$61.3231	\$69.8348
25	\$41.7340	\$47.5267	25	\$49.8425	\$56.7606	25	\$53.3315	\$60.7339	25	\$56.7854	\$64.6672	25	\$62.2430	\$70.8823
26	\$42.3610	\$48.2407	26	\$50.5901	\$57.6120	26	\$54.1314	\$61.6449	26	\$57.6372	\$65.6372	26	\$63.1766	\$71.9455
27	\$42.9880	\$48.9547	27	\$51.3490	\$58.4762	27	\$54.9434	\$62.5695	27	\$58.5018	\$66.6218	27	\$64.1243	\$73.0247
28	\$43.6370	\$49.6938	28	\$52.1192	\$59.3533	28	\$55.7675	\$63.5081	28	\$59.3793	\$67.6211	28	\$65.0861	\$74.1201
29	\$44.2860	\$50.4329	29	\$52.9010	\$60.2436	29	\$56.6041	\$64.4607	29	\$60.2700	\$68.6354	29	\$66.0624	\$75.2319
30	\$44.9570	\$51.1970	30	\$53.6945	\$61.1473	30	\$57.4531	\$65.4276	30	\$61.1740	\$69.6650	30	\$67.0534	\$76.3604
31	\$45.6280	\$51.9612	31	\$54.4999	\$62.0645	31	\$58.3149	\$66.4090	31	\$62.0916	\$70.7099	31	\$68.0592	\$77.5058
32	\$46.3100	\$52.7378	32	\$55.3174	\$62.9955	32	\$59.1896	\$67.4052	32	\$63.0230	\$71.7706	32	\$69.0800	\$78.6684
33	\$47.0030	\$53.5270	33	\$56.1472	\$63.9404	33	\$60.0775	\$68.4162	33	\$63.9683	\$72.8472	33	\$70.1162	\$79.8484
34	\$47.7180	\$54.3413	34	\$56.9894	\$64.8995	34	\$60.9787	\$69.4425	34	\$64.9279	\$73.9399	34	\$71.1680	\$81.0461
35	\$48.4330	\$55.1555	35	\$57.8442	\$65.8730	35	\$61.8933	\$70.4841	35	\$65.9018	\$75.0490	35	\$72.2355	\$82.2618
36	\$49.1590	\$55.9823	36	\$58.7119	\$66.8611	36	\$62.8217	\$71.5414	36	\$66.8903	\$76.1747	36	\$73.3190	\$83.4957

POLICE PAY MATRIX FY 26

CAI			POLICE OFFICERS			CORPORAL			SERGEANT			LIEUTENANT		
Years of Service	7/1/2024	7/1/2025 10.5%	Years of Service	7/1/2024	7/1/2025 10.5%	Years of Service	7/1/2024	7/1/2025 10.5%	Years of Service	7/1/2024	7/1/2025 10.5%	Years of Service	7/1/2024	7/1/2025 10.5%
0	\$31.1667	\$34.4392	0	\$38.5863	\$42.6379	0			0			0		
1	\$32.1939	\$35.5742	1	\$39.2708	\$43.3942	1			1			1		
2	\$33.2211	\$36.7093	2	\$39.9465	\$44.1409	2			2			2		
3	\$34.2483	\$37.8443	3	\$40.6311	\$44.8973	3	\$43.4751	\$48.0400	3	\$46.6420	\$51.5395	3		
4	\$34.7619	\$38.4119	4	\$41.3067	\$45.6439	4	\$44.1982	\$48.8390	4	\$47.3222	\$52.2911	4		
5	\$35.2880	\$38.9932	5	\$41.9916	\$46.4007	5	\$44.9310	\$49.6487	5	\$48.0194	\$53.0615	5	\$52.6337	\$58.1603
6	\$35.8141	\$39.5746	6	\$42.6758	\$47.1568	6	\$45.6631	\$50.4578	6	\$48.7337	\$53.8507	6	\$53.4240	\$59.0336
7	\$36.3528	\$40.1698	7	\$43.3517	\$47.9037	7	\$46.3864	\$51.2569	7	\$49.4647	\$54.6585	7	\$54.2250	\$59.9187
8	\$36.8914	\$40.7650	8	\$44.0363	\$48.6601	8	\$47.1189	\$52.0663	8	\$50.2067	\$55.4784	8	\$55.0320	\$60.8103
9	\$37.4426	\$41.3741	9	\$44.7121	\$49.4068	9	\$47.8419	\$52.8653	9	\$50.9598	\$56.3106	9	\$55.8575	\$61.7225
10	\$38.0063	\$41.9970	10	\$45.3965	\$50.1631	10	\$48.5743	\$53.6746	10	\$51.7242	\$57.1552	10	\$56.6953	\$62.6483
11	\$38.5825	\$42.6337	11	\$46.0811	\$50.9196	11	\$49.3067	\$54.4839	11	\$52.5000	\$58.0125	11	\$57.5457	\$63.5880
12	\$39.1588	\$43.2704	12	\$46.7723	\$51.6834	12	\$50.0463	\$55.3012	12	\$53.2875	\$58.8827	12	\$58.4089	\$64.5419
13	\$39.7475	\$43.9210	13	\$47.4739	\$52.4586	13	\$50.7970	\$56.1307	13	\$54.0869	\$59.7660	13	\$59.2851	\$65.5100
14	\$40.3488	\$44.5854	14	\$48.1860	\$53.2455	14	\$51.5590	\$56.9727	14	\$54.8982	\$60.6625	14	\$60.1743	\$66.4926
15	\$40.9501	\$45.2499	15	\$48.9088	\$54.0442	15	\$52.3324	\$57.8273	15	\$55.7216	\$61.5724	15	\$61.0770	\$67.4900
16	\$41.5639	\$45.9281	16	\$49.6424	\$54.8548	16	\$53.1174	\$58.6947	16	\$56.5575	\$62.4960	16	\$61.9931	\$68.5024
17	\$42.1903	\$46.6202	17	\$50.3870	\$55.6777	17	\$53.9141	\$59.5751	17	\$57.4058	\$63.4334	17	\$62.9230	\$69.5299
18	\$42.8166	\$47.3123	18	\$51.1428	\$56.5128	18	\$54.7228	\$60.4687	18	\$58.2669	\$64.3849	18	\$63.8669	\$70.5729
19	\$43.4555	\$48.0183	19	\$51.9100	\$57.3605	19	\$55.5437	\$61.3758	19	\$59.1409	\$65.3507	19	\$64.8249	\$71.6315
20	\$44.1069	\$48.7381	20	\$52.6886	\$58.2209	20	\$56.3768	\$62.2964	20	\$60.0280	\$66.3310	20	\$65.7972	\$72.7059
21	\$44.7708	\$49.4717	21	\$53.4790	\$59.0942	21	\$57.2225	\$63.2308	21	\$60.9284	\$67.3259	21	\$66.7842	\$73.7965
22	\$45.4472	\$50.2192	22	\$54.2811	\$59.9807	22	\$58.0808	\$64.1793	22	\$61.8424	\$68.3358	22	\$67.7859	\$74.9035
23	\$46.1237	\$50.9667	23	\$55.0954	\$60.8804	23	\$58.9520	\$65.1420	23	\$62.7700	\$69.3609	23	\$68.8027	\$76.0270
24	\$46.8252	\$51.7418	24	\$55.9218	\$61.7936	24	\$59.8363	\$66.1191	24	\$63.7116	\$70.4013	24	\$69.8348	\$77.1674
25	\$47.5267	\$52.5170	25	\$56.7606	\$62.7205	25	\$60.7339	\$67.1109	25	\$64.6672	\$71.4573	25	\$70.8823	\$78.3249
26	\$48.2407	\$53.3060	26	\$57.6120	\$63.6613	26	\$61.6449	\$68.1176	26	\$65.6372	\$72.5291	26	\$71.9455	\$79.4998
27	\$48.9547	\$54.0950	27	\$58.4762	\$64.6162	27	\$62.5695	\$69.1393	27	\$66.6218	\$73.6171	27	\$73.0247	\$80.6923
28	\$49.6938	\$54.9117	28	\$59.3533	\$65.5855	28	\$63.5081	\$70.1764	28	\$67.6211	\$74.7213	28	\$74.1201	\$81.9027
29	\$50.4329	\$55.7284	29	\$60.2436	\$66.5692	29	\$64.4607	\$71.2291	29	\$68.6354	\$75.8422	29	\$75.2319	\$83.1312
30	\$51.1970	\$56.5727	30	\$61.1473	\$67.5678	30	\$65.4276	\$72.2975	30	\$69.6650	\$76.9798	30	\$76.3604	\$84.3782
31	\$51.9612	\$57.4171	31	\$62.0645	\$68.5813	31	\$66.4090	\$73.3820	31	\$70.7099	\$78.1345	31	\$77.5058	\$85.6439
32	\$52.7378	\$58.2753	32	\$62.9955	\$69.6100	32	\$67.4052	\$74.4827	32	\$71.7706	\$79.3065	32	\$78.6684	\$86.9285
33	\$53.5270	\$59.1474	33	\$63.9404	\$70.6542	33	\$68.4162	\$75.5999	33	\$72.8472	\$80.4961	33	\$79.8484	\$88.2325
34	\$54.3413	\$60.0471	34	\$64.8995	\$71.7140	34	\$69.4425	\$76.7339	34	\$73.9399	\$81.7035	34	\$81.0461	\$89.5560
35	\$55.1555	\$60.9468	35	\$65.8730	\$72.7897	35	\$70.4841	\$77.8850	35	\$75.0490	\$82.9291	35	\$82.2618	\$90.8993
36	\$55.9823	\$61.8604	36	\$66.8611	\$73.8815	36	\$71.5414	\$79.0532	36	\$76.1747	\$84.1730	36	\$83.4957	\$92.2628

POLICE PAY MATRIX FY 27														
		CAI		POLICE OFFICERS			CORPORAL			SERGEANT		LIEUTENANT		
Years of Service	7/1/2025	7/1/2026 7.5%	Years of Service	7/1/2025	7/1/2026 7.5%	Years of Service	7/1/2025	7/1/2026 7.5%	Years of Service	7/1/2025	7/1/2026 7.5%	Years of Service	7/1/2025	7/1/2026 7.5%
0	\$34.4392	\$37.0221	0	\$42.6379	\$45.8357	0			0			0		
1	\$35.5742	\$38.2423	1	\$43.3942	\$46.6487	1			1			1		
2	\$36.7093	\$39.4625	2	\$44.1409	\$47.4515	2			2			2		
3	\$37.8443	\$40.6827	3	\$44.8973	\$48.2646	3	\$48.0400	\$51.6430	3	\$51.5395	\$55.4049	3		
4	\$38.4119	\$41.2928	4	\$45.6439	\$49.0672	4	\$48.8390	\$52.5019	4	\$52.2911	\$56.2129	4		
5	\$38.9932	\$41.9177	5	\$46.4007	\$49.8807	5	\$49.6487	\$53.3724	5	\$53.0615	\$57.0411	5	\$58.1603	\$62.5223
6	\$39.5746	\$42.5427	6	\$47.1568	\$50.6936	6	\$50.4578	\$54.2421	6	\$53.8507	\$57.8896	6	\$59.0336	\$63.4611
7	\$40.1698	\$43.1826	7	\$47.9037	\$51.4965	7	\$51.2569	\$55.1012	7	\$54.6585	\$58.7579	7	\$59.9187	\$64.4126
8	\$40.7650	\$43.8224	8	\$48.6601	\$52.3096	8	\$52.0663	\$55.9713	8	\$55.4784	\$59.6393	8	\$60.8103	\$65.3711
9	\$41.3741	\$44.4771	9	\$49.4068	\$53.1124	9	\$52.8653	\$56.8302	9	\$56.3106	\$60.5339	9	\$61.7225	\$66.3517
10	\$41.9970	\$45.1467	10	\$50.1631	\$53.9254	10	\$53.6746	\$57.7001	10	\$57.1552	\$61.4419	10	\$62.6483	\$67.3469
11	\$42.6337	\$45.8312	11	\$50.9196	\$54.7385	11	\$54.4839	\$58.5702	11	\$58.0125	\$62.3635	11	\$63.5880	\$68.3571
12	\$43.2704	\$46.5157	12	\$51.6834	\$55.5596	12	\$55.3012	\$59.4488	12	\$58.8827	\$63.2989	12	\$64.5419	\$69.3825
13	\$43.9210	\$47.2151	13	\$52.4586	\$56.3930	13	\$56.1307	\$60.3405	13	\$59.7660	\$64.2484	13	\$65.5100	\$70.4232
14	\$44.5854	\$47.9294	14	\$53.2455	\$57.2389	14	\$56.9727	\$61.2456	14	\$60.6625	\$65.2122	14	\$66.4926	\$71.4796
15	\$45.2499	\$48.6436	15	\$54.0442	\$58.0975	15	\$57.8273	\$62.1643	15	\$61.5724	\$66.1903	15	\$67.4900	\$72.5518
16	\$45.9281	\$49.3727	16	\$54.8548	\$58.9690	16	\$58.6947	\$63.0968	16	\$62.4960	\$67.1832	16	\$68.5024	\$73.6401
17	\$46.6202	\$50.1168	17	\$55.6777	\$59.8535	17	\$59.5751	\$64.0432	17	\$63.4334	\$68.1909	17	\$69.5299	\$74.7447
18	\$47.3123	\$50.8608	18	\$56.5128	\$60.7513	18	\$60.4687	\$65.0039	18	\$64.3849	\$69.2138	18	\$70.5729	\$75.8658
19	\$48.0183	\$51.6197	19	\$57.3605	\$61.6626	19	\$61.3758	\$65.9789	19	\$65.3507	\$70.2520	19	\$71.6315	\$77.0038
20	\$48.7381	\$52.3934	20	\$58.2209	\$62.5875	20	\$62.2964	\$66.9686	20	\$66.3310	\$71.3058	20	\$72.7059	\$78.1589
21	\$49.4717	\$53.1821	21	\$59.0942	\$63.5263	21	\$63.2308	\$67.9732	21	\$67.3259	\$72.3754	21	\$73.7965	\$79.3313
22	\$50.2192	\$53.9856	22	\$59.9807	\$64.4792	22	\$64.1793	\$68.9928	22	\$68.3358	\$73.4610	22	\$74.9035	\$80.5212
23	\$50.9667	\$54.7892	23	\$60.8804	\$65.4464	23	\$65.1420	\$70.0276	23	\$69.3609	\$74.5629	23	\$76.0270	\$81.7291
24	\$51.7418	\$55.6225	24	\$61.7936	\$66.4281	24	\$66.1191	\$71.0781	24	\$70.4013	\$75.6814	24	\$77.1674	\$82.9550
25	\$52.5170	\$56.4558	25	\$62.7205	\$67.4245	25	\$67.1109	\$72.1442	25	\$71.4573	\$76.8166	25	\$78.3249	\$84.1993
26	\$53.3060	\$57.3039	26	\$63.6613	\$68.4359	26	\$68.1176	\$73.2264	26	\$72.5291	\$77.9688	26	\$79.4998	\$85.4623
27	\$54.0950	\$58.1521	27	\$64.6162	\$69.4624	27	\$69.1393	\$74.3248	27	\$73.6171	\$79.1384	27	\$80.6923	\$86.7442
28	\$54.9117	\$59.0300	28	\$65.5855	\$70.5044	28	\$70.1764	\$75.4397	28	\$74.7213	\$80.3254	28	\$81.9027	\$88.0454
29	\$55.7284	\$59.9080	29	\$66.5692	\$71.5619	29	\$71.2291	\$76.5713	29	\$75.8422	\$81.5303	29	\$83.1312	\$89.3661
30	\$56.5727	\$60.8157	30	\$67.5678	\$72.6354	30	\$72.2975	\$77.7198	30	\$76.9798	\$82.7533	30	\$84.3782	\$90.7066
31	\$57.4171	\$61.7234	31	\$68.5813	\$73.7249	31	\$73.3820	\$78.8856	31	\$78.1345	\$83.9946	31	\$85.6439	\$92.0672
32	\$58.2753	\$62.6459	32	\$69.6100	\$74.8308	32	\$74.4827	\$80.0689	32	\$79.3065	\$85.2545	32	\$86.9285	\$93.4482
33	\$59.1474	\$63.5834	33	\$70.6542	\$75.9532	33	\$75.5999	\$81.2699	33	\$80.4961	\$86.5333	33	\$88.2325	\$94.8499
34	\$60.0471	\$64.5506	34	\$71.7140	\$77.0925	34	\$76.7339	\$82.4890	34	\$81.7035	\$87.8313	34	\$89.5560	\$96.2726
35	\$60.9468	\$65.5178	35	\$72.7897	\$78.2489	35	\$77.8850	\$83.7263	35	\$82.9291	\$89.1488	35	\$90.8993	\$97.7167
36	\$61.8604	\$66.4999	36	\$73.8815	\$79.4226	36	\$79.0532	\$84.9822	36	\$84.1730	\$90.4860	36	\$92.2628	\$99.1825

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MISSOULA
AND
MISSOULA POLICE OFFICER ASSOCIATION

This MOU is intended to document the longstanding past practice for calculating overtime rates and the request of the association to have this method be used from July 1, 2025 forward for such calculations rather than the FLSA calculation the ADP payroll system has been attempting to use since October 2024.

Overtime rates shall be 1.5 times the total of the following rate(s) of pay for staff that have such pay:

(Regular/longevity + Special Teams (K9/SWAT/Negotiators/EOD) +Detective+Education)

Shift Diff rates for Instructors, FTO and Motorcycle pay have not historically been included for the OT rate and will not be included going forward.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 30 day of September 2025.

CITY OF MISSOULA

MISSOULA POLICE OFFICER ASSOCIATION



Ryan Ludemann (Sep 29, 2025 12:54:11 MDT)



Claire Trimble (Sep 30, 2025 09:08:47 MDT)

Memorandum of Understanding School Resource Officer Schedule

PURPOSE:

The purpose of this Letter of Understanding between the City of Missoula and the Missoula Police Officers' Association (MPOA) is to maintain a scheduling option for all Missoula Police Department (MPD) School Resource Officers (SRO) during Missoula County Public Schools and Hellgate School District Academic School Year. This is to ensure, to the extent possible, the MPD has SROs available during regular school days, days when staff, students and public have access to the property, and extra-curricular events.

SCHEDULE:

Effective immediately, all SROs will have the option to work five (5) shifts, nine (9) hours in length (Monday – Friday), in addition to the (4) 10-hour shift and (5) 8-hour shift. All hours in excess of the nine (9) hour scheduled shift will be paid in overtime. The ninth hour of a nine-hour shift will be Compensatory Time (SRO Compensatory Time) at time and one half (1 ½) rate in lieu of overtime.

The normally established work hours for this alternate shift will be 0730 hrs. to 1630 hrs.

All other overtime earned, such as school sanctioned events including but not limited to athletic competitions, dances and board meetings, will be paid in overtime compensation at the overtime rate and will not accrue compensatory time.

On days when there is no school in session, no staff is present and the building is closed to the public, SROs may:

- i. Use accrued personal leave authorized by the CBA
- ii. Work a patrol shift of eight (8) hours in length.

ACCRUAL AND USE OF COMPENSATORY TIME

The maximum compensatory time balance earned from this alternative schedule that may be carried over from one (1) school year to the next school year is 240 hours. Accrued SRO Comp time will be stored and maintained in a separate bank from any other comp time. SRO Comp time shall not be accounted with additional banks of Comp time in regard to maximum amount of time accrual. SRO Comp time will not be subject to forfeiture when Comp bank reaches maximum accrual. When opportunity to use Compensatory Time was available, and the SRO did not use the time, the hours that exceeds 240 hours at the beginning of the subsequent school year is subject to forfeiture. If, due to unforeseen circumstances, there is not adequate opportunity to use this Compensatory Time, a reasonable extension will be granted.

If an officer accrues SRO Compensatory Time in their role as an SRO, and subsequently leaves the SRO assignment, the officer is no longer bound to use the SRO Compensatory Time outside of school hours like current SROs. The use of SRO Compensatory Time will be managed like other accrued leave bank time. Accrued SRO Comp time, in excess of 240 hours must be used prior to using any other comp time or accrued vacation.

At the conclusion of the academic school year, each SRO will submit in writing their scheduled use of SRO Comp for the summer break. The schedule should ensure compliance with the maximum rollover and forfeiture requirements above. Once submitted, no changes to that scheduled time off will be made unless agreed upon by the employee and the Chief of Police or designee. When SROs are working during the summer break, they will be provided an assignment and schedule. The assigned schedule will be either four 10-hour shifts or five eight-hour shifts per week. The current Patrol Schedule of 10.67-hour shifts are not allowable due to the administrative burden it places on other department staff and the potential for loss of hours during the transition from traditional SRO schedules.

SROs are not allowed to use SRO Compensatory Time accrued during this alternative schedule during any scheduled school day or any other day when staff or students are present and the buildings are open to the public, such as Conference Days or Staff Prep Days, nor may they use SRO Compensatory Time during required department training. SRO Comp Time may be used for required department training if pre planned in at least 40-hour block(s) of time off.

SROs may use this time outside the school year and during the school year, except as described above with at least 24-hour notice. The sacred vacation calendar and routine staffing issues are not grounds for denying the use of this time. This time may be denied due to a court subpoena or an emergency within the Department as determined by the Chief of Police which warrants denying the use of this compensatory time.

IMPLEMENTATION:

The continuation of this alternate shift is authorized on the first day an officer is assigned to the SRO position and will terminate on the last day of the school year.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this ~~2nd~~ day of ~~February, 2026.~~



Charles Burton
Charles Burton (Jan 29, 2026 04:06:14 MST)

AC1
Claire Trimble (Feb 2, 2026 13:49:16 MST)











Missoula Police Officer Association CBA FY24-FY27

Final Audit Report

2023-08-01

Created:	2023-07-26
By:	Angela Simonson (simonsona@ci.missoula.mt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo8YyhuuF51oqDZKn3Kt9y72ssNdPNaDk

"Missoula Police Officer Association CBA FY24-FY27" History

-  Document created by Angela Simonson (simonsona@ci.missoula.mt.us)
2023-07-26 - 11:12:01 PM GMT- IP address: 63.235.58.131
-  Document emailed to Leigh Griffing (griffingl@ci.missoula.mt.us) for approval
2023-07-26 - 11:17:29 PM GMT
-  Email viewed by Leigh Griffing (griffingl@ci.missoula.mt.us)
2023-07-27 - 2:56:24 PM GMT- IP address: 63.235.58.131
-  Document approved by Leigh Griffing (griffingl@ci.missoula.mt.us)
Approval Date: 2023-07-27 - 2:56:32 PM GMT - Time Source: server- IP address: 63.235.58.131
-  Document emailed to Susan Aaberg (aabergs@ci.missoula.mt.us) for signature
2023-07-27 - 2:56:33 PM GMT
-  Email viewed by Susan Aaberg (aabergs@ci.missoula.mt.us)
2023-07-27 - 3:14:45 PM GMT- IP address: 184.166.96.171
-  Document e-signed by Susan Aaberg (aabergs@ci.missoula.mt.us)
Signature Date: 2023-07-27 - 3:33:25 PM GMT - Time Source: server- IP address: 184.166.96.171
-  Document emailed to ludemannr@ci.missoula.mt.us for signature
2023-07-27 - 3:33:28 PM GMT
-  Email viewed by ludemannr@ci.missoula.mt.us
2023-07-27 - 3:36:52 PM GMT- IP address: 146.75.136.0
-  Signer ludemannr@ci.missoula.mt.us entered name at signing as Ryan Ludemann
2023-07-27 - 3:38:24 PM GMT- IP address: 174.204.197.197





Document e-signed by Ryan Ludemann (ludemannr@ci.missoula.mt.us)

Signature Date: 2023-07-27 - 3:38:26 PM GMT - Time Source: server- IP address: 174.204.197.197



Document emailed to erbacherp@ci.missoula.mt.us for signature

2023-07-27 - 3:38:28 PM GMT



Email viewed by erbacherp@ci.missoula.mt.us

2023-07-27 - 4:36:25 PM GMT- IP address: 104.28.123.141



Signer erbacherp@ci.missoula.mt.us entered name at signing as Patrick Erbacher

2023-07-27 - 4:37:09 PM GMT- IP address: 69.144.185.146



Document e-signed by Patrick Erbacher (erbacherp@ci.missoula.mt.us)

Signature Date: 2023-07-27 - 4:37:11 PM GMT - Time Source: server- IP address: 69.144.185.146



Document emailed to Jordan Hess (HessJ@ci.missoula.mt.us) for signature

2023-07-27 - 4:37:13 PM GMT



Email viewed by Jordan Hess (HessJ@ci.missoula.mt.us)

2023-08-01 - 8:01:19 AM GMT- IP address: 172.225.80.131



Document e-signed by Jordan Hess (HessJ@ci.missoula.mt.us)

Signature Date: 2023-08-01 - 2:08:19 PM GMT - Time Source: server- IP address: 72.174.15.80



Document emailed to Marty Rehbein (rehbeinm@ci.missoula.mt.us) for signature

2023-08-01 - 2:08:21 PM GMT



Email viewed by Marty Rehbein (rehbeinm@ci.missoula.mt.us)

2023-08-01 - 2:24:48 PM GMT- IP address: 104.28.85.158



Document e-signed by Marty Rehbein (rehbeinm@ci.missoula.mt.us)

Signature Date: 2023-08-01 - 3:43:09 PM GMT - Time Source: server- IP address: 63.235.58.131



Agreement completed.

2023-08-01 - 3:43:09 PM GMT



Powered by
Adobe
Acrobat Sign