

**AGREEMENT BETWEEN**  
**THE CITY OF HELENA, SUPPORT SERVICES**  
**DIVISION**  
**AND**  
**HELENA POLICE PROTECTIVE ASSOCIATION**

**AGREEMENT PERIOD**

**JULY 1, 2014 - JUNE 30, 2017**

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## **PREAMBLE**

This agreement is made and entered into this 1st day of July, 2014, by and between Support Services Division/City of Helena, 221 Breckenridge, Helena, Montana, hereinafter referred to as the Employer, and Support Services Division Employees, of Helena, Helena Police Protective Association, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the Association.

In consideration of the mutual covenants herein set forth, which have been mutually determined at negotiations, the employer and the Association agree shall be bound as follows:

### **Article: 1**

#### **Article Title: Recognition**

The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for the employees of the Support Services Division, records clerks, and temporary part-time employees who work an average of 20 hours per week over a period of a calendar year. Excluded from the unit are the temporary and part-time employees who work less than 1040 hours per year and are scheduled to work less than 20 hours per week and are marked as temporary on the Employer's employee status form. Temporary employees include those employees who are occasional employees and are not guaranteed a minimum number of hours each week but are called to work as needed.

### **Article: 2**

#### **Article Title: Management Rights**

All management rights not specifically limited by this agreement shall continue to rest exclusively with the employer, including the right to:

1. Direct employees;
2. Hire, promote, transfer, assign, discipline and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the City in situations of emergency; and

7. Establish the methods and processes by which work is performed.

**Article: 3**

**Article Title: Association Security**

Any employee who is not an Association member and who does not make application for membership shall, after thirty (30) working days of employment as a condition of continuing employment, pay to the Association a service charge as a contribution toward the administration of the agreement in an amount equal to the Association initiation fee and regular monthly dues in the same manner as check off of Association dues. Employees who fail to comply with this requirement shall be discharged by the Employer within ten (10) working days after written notice is received by the Employer from the Association. No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. Employees wishing to exercise their rights of non-association with the Association on religious grounds shall do so pursuant to the provisions of 39-31-204 MCA. It is recognized that the Association is required both under law and under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not the employee is a member of the Association.

The Association hereby agrees to indemnify and shall hold the Employer harmless against all claims, demands, suits or other forms of liability including court costs and attorney's fees that shall arise out of or by reason of action taken or not taken by the Employer regarding the implementation and/or enforcement of this agreement concerning the payment of Association dues and fees.

**Article: 4**

**Article Title: Probationary Period**

The Employer shall have one (1) year after employment of employee in which to determine his/her competency and dismiss such employee without cause during such probationary period. After the probationary period, employees shall only be terminated for just cause or for reduction in force. If an employee successfully bids on a new or different position, the one (1) year probationary period shall begin again to provide for determination of competency in the new position.

When an employee is involuntarily assigned to a new or different position, the employee shall be subject to a one hundred and twenty (120) calendar day probationary period with a performance evaluation due at the end of that time.

If competency in the new position is determined to be unsatisfactory, the affected employee will be permitted to transfer to their previous position if the position is vacant or to a similar position as determined by the Employer. If an employee is assigned by management to a new or different position, the requirement for a probationary period shall be waived.

The job performance of probationary employees shall be formally evaluated at least two (2) times during the probationary period, at least one (1) of which shall be during the first six (6) months of employment. Nothing in the requirement to evaluate shall restrict management in its right to dismiss probationary employees, or in the case of transferred employees, to return to their former position at any time without cause. The provision to provide two (2) formal evaluations shall not preclude the right of management to conduct as many formal evaluations as it deems necessary. The evaluation process shall minimally include a meeting between the employee and their supervisor or the supervisor's designee. The supervisor shall develop a written summary of the employee's evaluation and the employee shall receive a copy of the summary.

**Article: 5**

**Article Title: Non-discrimination**

It is the policy of the Employer and the Association to ensure that all employees and all applicants for employment are treated equally without regard to race, color, creed, religious beliefs, national origin, sex, age, physical or mental handicap, marital status, political beliefs, genetic information, membership or non-membership in the Association. The requirements for equal treatment may be treated differently as it relates to bona-fide occupational requirements. Bargaining unit members will not be discriminated against for conduct of legal Association activities.

**Article: 6**

**Article Title: Payroll Deduction of Dues**

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for Association dues, initiation fees, or agency shop fees.

The amounts to be deducted, or any changes in such deductions, shall be certified in writing to the Employer by an authorized officer of the Association, and at least thirty (30) days in advance of any such change. Association dues and assessments shall be deducted in equal installments twice monthly or twenty-four (24) times per year. The aggregate deductions of all

employees shall be remitted, together with an itemized statement, to the Helena Police Protective Association office by the 15<sup>th</sup> day of the succeeding month, after such deductions are made.

The Association agrees to indemnify and hold the Employer harmless against any claim made or any suit instituted against the Employer as a result of the implementation of the provisions of this Article.

<b>Article: 7</b> <b>Article Title: Working Conditions</b>
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**A. Work Day - Work Week**

1. Work week - a recurring five (5) day period of scheduled work (Monday through Friday) followed by two (2) consecutive days off.
2. Work Day - a scheduled work day shall not exceed eight (8) hours of work (9 hour workday in any twenty-four (24) hour period unless mutually agreed upon by the employee and employer.
3. Any permanent schedule changes will be by mutual agreement between Administration and the Association with approval by a majority vote of the Association Body.

**B. Meals**

Records staff shall receive one 60 minute meal break per nine (9) hour shift.

**C. Rest Breaks**

1. All employees shall receive two (2) fifteen (15) minute rest breaks during each shift.
2. In the event an employee shall be required to work ten (10) hours in a shift the employee shall receive one additional fifteen (15) minute rest break. In the event an employee shall be required to work twelve (12) hours in a shift the employee shall receive one additional thirty (30) minute rest break.
3. Employees will be allowed to take their meal and break time in any combination of 15 minute increments, as work allows with, prior approval.

**D. Shift Requirements**

1. Employees and Employer may adjust the scheduled work hours of an Employee by mutual agreement.
2. Employees may have the right to a temporary or permanent exchange of shifts when the exchange does not interfere with the best interests of the division and when the exchange has been approved by the supervisor in advance of such

exchange. The Employer assumes no obligation for overtime pay or wage claims as a result of such exchange.

**Article: 8**

**Article Title: Association Privileges**

1. Representatives of the Association who are not members of the bargaining unit may be allowed to visit an employee during working hours to take care of matters that could not be reasonably taken care of at another time. Visitations shall not involve more than two (2) employees and shall not be longer than thirty (30) minutes in duration. Employees who receive permission to conduct Association business in excess of the thirty (30) minutes mentioned above during working hours, will not be compensated for such time, but may use vacation leave, comp time, holiday leave, or leave without pay with permission of the Chief of Police.
2. The Association shall be provided bulletin board space for the use of communication with its members in records.
3. The Association shall be allowed the use of a meeting space of the Employer for meeting when such facilities are available and the meetings would not interfere with the business of the Employer, the police department, or the sheriff's department. The Association must schedule the use of the meeting room with the SSD Division Commander
4. Any mail clearly marked "PERSONAL" or "CONFIDENTIAL" addressed to an employee at the address of the Employer shall be delivered to the employee unopened.

**Article: 9**

**Article Title: Personal Property**

1. Employee personal property which is necessary to the performance of their job will be compensated for the destruction or damage to that property which occurs in the performance of job related duties. The Support Services Division supervisor will make the final determination as to what will be compensated for and in what amount.
2. The Employer will provide work related office supplies.

**Article: 10**  
**Article Title: Training**

1. The Employer will provide training necessary for the 911 program and records office and will make stress management and other programs available which can be coordinated with the City and/or County when available.
2. The Employer shall notify all employees of any upcoming training or workshops provided by the City or County.

**Article: 11**  
**Article Title: Labor Management Committee**

There shall be a labor management committee consisting of up to three (3) Association representatives and up to three (3) management representatives. The committee shall meet at the request of either party. Meetings will be scheduled at a mutually beneficial time and place.

This committee is not to be considered part of the established grievance or negotiation procedure and as appointments are voluntary, overtime provisions are not in effect.

**Article: 12**  
**Article Title: Uniforms**

1. The City will pay for cleaning of uniforms at a City selected cleaner up to \$20 per month for records clerks, which may accumulate to a maximum of \$240 in any fiscal year.
2. The City will purchase uniform clothing and accessories for each employee required to wear a uniform.
3. All furnished uniform clothing and accessories will comfortably fit each employee at the time of issue and not to include alterations to form fit.
4. All uniforms and accessories purchased by an employee in this unit prior to the acceptance of this agreement is the property of the employee.
5. Badges, I.D. cards, uniforms and accessories furnished by the City shall be returned to the City upon termination.

**Article: 13**  
**Article Title: Leave Policies**

It is understood that all leaves except sick leave must be approved in advance.

Any abuse of leave under this Article will result in loss of leave pay and will constitute grounds for disciplinary action up to and including termination.

**A. Holiday**

1. Employees shall be granted paid holidays as provided by state law plus any legal holiday declared by the President of the United States, or the Governor, with the concurrence of the Mayor. The holidays are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- General Election Day (alternating years)

This list of holidays is subject to changes made by the legislature.

2. To be paid for a holiday, the employee must have been in a pay status on their scheduled work day preceding and their scheduled work day following the actual holiday.
3. Regular part-time employees shall be granted holiday time on a prorated basis provided they work at least twenty (20) hours per week.
4. Records clerks will be given the holiday off with pay. Records Clerks may be allowed to work a holiday and receive another day off with pay, provided the following requirements are met; 1) they receive prior approval of the supervisor; 2) suitable, productive work is identified to be performed on the holiday; and 3) the replacement day off shall be taken within the calendar year the holiday is earned. In the event more requests are received than work is available, the supervisor will determine eligibility with seniority being a major factor in the decision.

**B. Vacation Leave**

1. Each full-time employee shall earn annual vacation leave credits from the first full pay period of employment. Proportionate vacation leave credit shall be earned and credited at the end of each pay period. Employees shall not be entitled to use vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. For calculating vacation credits, two-thousand-eighty (2080) hours (52 weeks x 40 hours) shall equal one (1) year.

2. Regular part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.
3. Vacation leave credit shall be earned in accordance with the following schedule:

Years of Employment	Days Earned Per Year	Total Hours Earned Per Year	Hours Earned Per Bi-Weekly Pay Period (rounded)
1 day – 10 yrs	15	120	4.6
11 yrs – 15 yrs	18	144	5.5
16 yrs – 20 yrs	21	168	6.5
Over 20 yrs	24	192	7.4

4. An employee who terminates his/her employment shall be paid for unused vacation leave on the next regularly scheduled pay day at his/her regular rate of pay at the time of termination.
5. Employees shall not accrue vacation leave credits while on a leave of absence without pay.

**C. Sick Leave**

1. In order to obtain sick leave pay, the employee must provide notice of his illness or injury to the Employer as early as possible prior to his/her normal reporting hour.
2. Sick leave with pay shall be allowed for an employee absent from work as outlined in the City of Helena personnel policy, section 81-2.
  - a. Illness that occurs during an employee's vacation or holiday time will be charged to sick leave with verification when requested.
  - b. Absence due to dental care, optical care or medical examination must have prior approval from the supervisor, provided the employee gives twenty-four (24) hours notice, unless of an emergency nature.
3. The employee's immediate supervisor or authorized designee may require medical certification of illness, when sick leave is used, in the form of a statement from a licensed physician or practitioner. Employees shall be informed within twenty-four (24) hours of their return to work if a physician's statement is required. The Employer will document, in writing, any charges of sick leave abuse.
4. In the event of the death of an employee, unused earned sick leave time shall be paid to the employee' heir(s). It will be paid as a lump sum payment equal to one-

fourth (1/4) of the pay attributed to accumulated sick leave at his/her regular rate of pay at the time of death.

5. Employees shall not accrue sick leave credits while on a leave of absence without pay.

**D. Military Leave**

Military Leave will be used as outlined in the City of Helena personnel policy, section 81-8.

**E. Jury Duty and Witness Leave**

Jury Duty and Witness will be used as outlined in the City of Helena personnel policy, section 81-7.

**F. Leave Without Pay**

Leave without pay will be used as outlined in the City of Helena personnel policy, section 81-4.

**G. Family and Medical Leave**

Family and Medical Leave will be administered as outlined in the City of Helena personnel policy, section 81-6.

**Article: 14**

**Article Title: Health, Safety and Welfare**

**A. Insurance**

1. For the term of this agreement the City will contribute to the medical, dental, life and vision insurance plans in the same amount as it contributes to the plan for City employees not included in a bargaining unit.
2. Regular part-time employees are entitled to prorated insurance benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period.
3. The Employer will pay the insurance contributions for six (6) months for an employee on leave under Workers' Compensation, as long as the employee remains in employment status with the Support Services Division.
4. Employees will be required to pay all insurance contributions while on leave without pay, except while covered under the FMLA.

**B. Industrial Accident**

The health and safety of all employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Workers' Compensation on its employees. Employees are directed to report all personal injuries received in their

course of employment to the supervisor during the shift in which the incident or injury occurred, unless emergency circumstances prevent on-shift reporting.

**C. Equal Compensation**

1. If an employee loses time because of an injury sustained in the line of duty for which he/she qualifies for compensation under Workers' Compensation Insurance, he/she may elect to coordinate the use of his/her sick leave to ensure the aggregate compensation for the month equals the normal amount of take home pay, upon application and approval of the Employer on a month to month basis. The aggregate monthly compensation shall be calculated by subtracting the amount received from the Workers' Compensation Insurance from the normal take home pay for the month previous to the date the injury occurred without overtime pay.
2. Employees electing this option may not buy back their sick leave at some later date.

**Article: 15**

**Article Title: Seniority**

**A. Seniority**

Seniority means a full-time employee's length of continuous service with the Employer since his/her last date of hire in a bargaining unit position. Seniority shall be recognized after twelve (12) continuous months of employment with the division and upon completion of twelve (12) months shall date back to the first day of service in a bargaining unit position.

Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. Ties in seniority shall be broken by a drawing of names.

**B. Lay-offs**

1. Employees who are laid off will remain on lay-off status for one (1) year from the date of lay-off. During this year, employees will be recalled if the position from which they were laid off is reinstated. If an employee is recalled during said one (1) year period, all time spent on lay-off during that year shall be accrued for the purpose of seniority. Lay-offs caused by a reduction in force shall be in order of seniority within a job classification; that is the employee last hired into a job classification shall be the first released. Regular employees who are scheduled to be laid off shall be given at least thirty (30) calendar days notice. All recalls to employment shall be in order of seniority within the job classification from which

they were laid off; that is, the last employee released as a result of a reduction in force shall be the first rehired when there is an increase in the number of employees in his/her job classification. The Employer shall notify such employees by certified mail of its intent to rehire them. If such employee fails to notify the Employer within ten (10) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited the right to re-employment. Regular employees shall have the option of accepting part-time positions if available, or accepting lay-off status.

Notification to re-hire regular employees shall be given ten (10) calendar days before changing status of part-time and/or temporary employee(s) to regular status.

**C. Job Classification**

Job Classification seniority means an employee's continuous employment within a given job classification. Job classification seniority shall be recognized after twelve (12) continuous months of employment within the same job classification. Upon completion of twelve (12) consecutive months of employment in the same job classification, seniority within said position shall date back to the first day of service in the position.

The following is a breakdown of how employees will be affected by Department seniority and records unit job classification seniority and the purpose for which each category of seniority will be used:

**D. Seniority List**

Department Seniority <u>Applies to:</u>	Records Unit Job Classification Seniority <u>Applies to:</u>
1. Longevity Calculation	1. Lay-Off
a. Annual Leave	2. Leave Scheduling
b. Longevity Pay	
2. Job Posting	

Records Unit job classification used is: Record Clerk(s)

**Article: 16**

**Article Title: Job Posting**

- A. When the Employer determines the existence of a vacancy or new position, the Employer shall post an external posting at a minimum on the City website and send an email to all employees with the vacancy information.  
  
The Employer may post a vacant position internally within the department only when appropriate.
- B. The Department has the right to select employees to fill new or vacant positions.

**Article: 17**

**Article Title: Grievance and Arbitration**

- A. A grievance shall be defined as a dispute or difference in interpretation between an employee or the Association, and the Employer involving wages, hours, and conditions of employment, which are expressly provided by this contract.
- B. The Chief of Police or designee may attend grievance meetings.
- C. An employee having a grievance shall first attempt to resolve the grievance informally through discussion with his/her immediate supervisor. Utilization of this informal procedure shall not waive the time requirement contained for filing a formal grievance.  
  
If the grievant fails to file or to advance a grievance in accordance with the time frames prescribed herein, it shall constitute a waiver of the grievant's right to pursue the grievance. If the Employer fails to respond to a timely grievance, the grievant is entitled to proceed to the next step of the grievance procedure.  
  
Provided both parties agree in writing, time limits may be waived and any level of this procedure may be bypassed and processed at a higher level.
- D. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the grievant's immediate supervisor within ten (10) working days after the grievant discovers, or through the use of reasonable diligence should have discovered, that a grievance has occurred. Failure to file a grievance within the prescribed period shall constitute a waiver of the grievance.

**E. Formal Procedure**

**1. Step One:**

Any employee who is a member of the bargaining unit, who feels his/her rights have been violated shall report the fact in writing to a steward within five working days of the aggrieved action.

If the grievance committee decides the grievance is justified, they shall take up the grievance or dispute with the employee's department head, or appropriate authority, within three working days. The department head, or appropriate authority shall attempt to adjust the matter and shall respond in writing to the grievance committee within five working days.

**2. Step Two:**

If the grievant is not satisfied with the disposition of the grievance at STEP ONE, or if no decision has been rendered within ten (10) days after the meeting concerning the grievance, the grievance may be referred to the City Manager. The City Manager shall arrange for a meeting with the grievant within ten (10) days after the receipt of the appeal. Within ten (10) days of such meeting, the City Manager shall provide the Association with a written decision.

**3. Step Three:**

If the grievant is not satisfied with the disposition of the grievance at STEP TWO, or if no decision has been rendered within ten (10) days after the meeting concerning the grievance, the grievance may be referred to arbitration by either party by notifying the other party, in writing, within thirty-one (31) days of the STEP TWO meeting. If the grievance is submitted to arbitration, the parties shall request a list of five (5) arbitrators from the Board of Personnel Appeals within ten (10) days from the date of the answer by the City Manager. The Five (5) arbitrators shall all be members of either the American Arbitration Association and/or the Federal Mediation and Conciliation Service. Selection of the arbitrator shall follow MCA 39-34-102. (Designation of arbitrator). Within 3 days of the receipt of a petition for final and binding arbitration, the board of personnel appeals shall submit to the parties a list of five qualified and disinterested arbitrators. From the list submitted by the board, the parties shall alternately strike two names. The remaining person shall be designated as the arbitrator. The parties shall notify the board of the designated arbitrator within 5 days of the receipt of the list. The

arbitrator selected will arrange for a hearing at a time and place that is convenient to the parties.

The parties will have the opportunity to present evidence and testimony at the hearing. The arbitrator shall have no power to alter, add to, or subtract from the specific provisions of this agreement. This arbitration provision shall be for alleged contract violations only and there shall be no interest arbitration. The arbitrator shall not resolve questions of arbitrability prior to having heard the merits of the grievance. The decision of the arbitrator shall be final and binding. Expenses and fees of the arbitrator shall be shared equally by the parties. The parties may be represented in arbitration by representatives of their choice and at their own expense. The arbitrator will be required to render a decision to the parties within thirty (30) calendar days from the close of the hearing or the submission of briefs unless the parties mutually agree to extend the time.

**F. Election of Remedies and Waiver**

1. Upon instituting a proceeding in any other form in which the subject matter of such proceeding may constitute a grievance under this agreement, the grievant shall waive his/her right to initiate a grievance pursuant to the Article or, if a grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

**Article: 18**

**Article Title: Compensation**

**A. Wages**

Conditions relative to and governing wages and salaries are contained in ADDENDUM "A" of the agreement as attached hereto and made part as though fully set forth herein. The salary amounts contained in this agreement are minimum amounts and the Employer in its exclusive discretion, can pay above these amounts. It is understood by both parties that this discretion applies to job classifications and not to individual employees.

**Records Training Officer (RTO):** An employee assigned as RTO shall receive \$2.00 per hour over his/her base wage for all hours when the RTO is actually with the trainee. Only those employees appointed as RTO's will be eligible for extra pay. Longevity is not the only factor when determining an RTO assignment.

**CJIN Technician (TAC):** Employees that have been designated as TAC's by management shall receive the equivalent of an additional \$1.00 per hour based on a 2080 hour year, payable at the rate of \$80.00 per pay period.

Employees working as dispatchers will be paid at the negotiated rate of pay for dispatchers. Other additional pay, including shift differential and CTO pay, will be paid at the negotiated rate of pay for dispatchers for the hours worked.

**B. Overtime/Compensatory time and Call-out**

**OVERTIME/COMPENSATORY TIME:**

All overtime must be approved by the supervisor. Any employee who is required to work over eight (8) hours in any day and/or forty (40) hours per week shall be paid 1 ½ times his/her regular rate. Compensatory time will be accumulated at the rate of 1½ hours for each hour worked. Any compensatory time which includes RTO pay will be handled as regular compensatory time except that the RTO portion of the overtime will be paid separately and not accumulated as compensatory time. Employees required to start early or extend a regular scheduled shift shall be compensated for actual hours worked at the appropriate rate.

If the employee desires compensatory time instead of overtime pay he/she must request it in writing. All records of compensatory time worked, compensatory time taken and overtime worked by the employee will be included on the biweekly timesheet.

Compensatory time may be accrued or taken. Employees may accumulate the greater of 60 hours or the amount stated in the City Personnel Policies.

Supervisors may require the compensatory time be taken at a time so as not to disrupt the operation of the Department. Supervisors may require the employee to take overtime pay in lieu of compensatory time. Accrued compensatory time for non-exempt employees will only be paid out for: (1) hours earned that exceed the maximum accumulation; (2) at the time an employee terminates employment; or (3) in an emergency situation with written approval of the Chief of Police.

**CALL-OUT:**

Employees called back to duty by the City of Helena from off duty will report in appropriate uniform and be paid for a minimum of four (4) hours at the rate of one and

one half (1 ½) times the employees regular rate of pay, and for actual hours worked if in excess of four (4) hours at one and one half (1 ½) times the employees regular rate of pay.

**C. Training**

Required attendance of employees for training will be compensated for in accordance with the provisions of Paragraph B of this Article when more than forty (40) hours is worked during the week.

**D. Reimbursement Expenses**

1. Employees required to use personal funds in the performance of their duties shall be reimbursed for per diem and mileage at the rates provided by the City of Helena and adopted by the Support Service Division Board of Directors. All such expenses must be approved in advance and justified by receipts.
2. Whenever an employee is required to perform duties of higher paid classification for two (2) hours or more, such employee shall receive the higher classification pay rate for the actual time worked. Employees who are assigned for training purposes to a higher paid position shall be exempt from the requirements of higher pay.

**E. Drug Testing**

The Employer and the Association recognize that illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Helena Police Department. The Employer and the Association agree to promote the health, safety, and welfare of employees and the community by maintaining an alcohol and drug-free workplace.

The Employer may conduct reasonable suspicion, post incident, random and return-to-duty/follow-up drug and alcohol testing of all Support Services Division employees in accordance with the Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies and procedures issued by the Employer.

**F. Time Changes**

During daylight savings time changes, Employees will be compensated for the actual number of hours worked.

**Article: 19****Article Title: Personnel Information**

No material derogatory to any employee covered by this agreement shall be placed in his/her personnel file unless a copy of the same is provided to the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which also will be included in the employee's personnel file. The employee shall be required to initial the file copy acknowledging receipt of same.

**Article: 20****Article Title: Savings Clause**

- A. If any section, subdivision, paragraph, sentence, clause, phrase or other part of this agreement is determined or declared to be contrary to or in violation of any state or federal law, by a court of competent jurisdiction, the remainder of this agreement shall not hereby be affected or invalidated.
- B. In the event of any of these provisions being declared illegal, invalid, increased, decreased or adjusted by legislative act, the parties mutually agree to meet and negotiate a substitute provision within ten (10) calendar days.

**Article: 21****Article Title: No Strike/No Lockout**

During the term of this agreement, the Association shall not strike against the Employer for any reason and the Employer shall not lockout employees for any reason. This Article shall remain in full force and effect while good faith collective bargaining continues.

**Article: 22****Article Title: Termination and Renewal**

- A. The effective date of this agreement is July 1, 2014, and it shall continue in full force and effect until June 30, 2017, at which time all parts of this Agreement shall expire. If either party desires to open this agreement for negotiations, it shall give written notice to the other party by certified mail, return receipt requested, not later than February 1, 2017 for negotiation of the entire agreement. If either party requests negotiations in accordance with the above, the parties will commence negotiations as soon as a mutually acceptable date is agreed to prior to April 1, 2017.
- B. This agreement constitutes the entire agreement between the parties and with the exception of the utilization of the grievance procedure to enforce its conditions, concludes all bargaining for its term. The parties agree that they have bargained fully

with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement. This agreement constitutes the entire collective bargaining agreement between the parties as to wages, hours and conditions of employment.

IN WITNESS WHEREOF, we have hereinafter set our hands on this

23<sup>rd</sup> day of June, 2014.

CITY OF HELENA

HELENA POLICE  
PROTECTIVE ASSOCIATION

James M. Fisher  
[Signature]

[Signature]

[Signature]

[Signature]

[Signature]



[Signature]  
710  
[Signature]

[Signature]  
[Signature] #949

ADDENDUM A (WAGES)

JULY 1, 2014 THROUGH JUNE 30, 2017

		FY15
		7/1/14 – 6/30/15
RECORDS CLERKS	STEP 1	15.0567
	STEP 2	15.8095
	STEP 3	16.6000
	STEP 4	17.4300
	STEP 5	18.3015

On July 1, 2015 (FY16) the above matrix will be increased by the Commission approved COLA for all employees in the records classifications.

On July 1, 2016 (FY17) the FY16 matrix will be increased by the Commission approved COLA for the records clerk classification.

## **ADDENDUM "B" - LONGEVITY**

1. Temporary time worked: Time worked in a temporary position will count toward longevity when an employee is hired as a regular employee with no break in service. The temporary position must have been full-time or part-time, minimum of 20 hours per week.

The qualifying work period begins on the employee's date of hire and ends at 12:00 midnight October 31 of the year payments are made.

2. LONGEVITY PAYMENT SCHEDULE

Longevity payments will be made once per year in the amount of \$8.00 per month, per year of service (\$96.00 per year of service) beginning after the completion of four (4) years of service.

Longevity is paid for a full year's service, but will be prorated upon retirement.

Longevity payment calculations will be based on the last longevity payment. (See Article 15 section A (1) (2)).

**Section Code: 30-2A**  
**Section Title: POSITION CLASSIFICATION/PAY**  
**Subject: Performance Step System**

**PAY STEP SYSTEM**  
**CITY OF HELENA**

Date Employed On or After	Months in 1 <sup>st</sup> Step	Date to 2 <sup>nd</sup> Step	Months in Step	Date to 3 <sup>rd</sup> Step
January 1	12	January 1	6	July 1
February 1	12	February 1	5	July 1
March 1	12	March 1	4	July 1
April 1	12	April 1	15	*July 1 – following year
May 1	12	May 1	14	July 1
June 1	12	June 1	13	July 1
July 1	12	July 1	12	July 1
August 1	12	August 1	11	July 1
September 1	12	September 1	10	July 1
October 1	12	October 1	9	July 1
November 1	12	November 1	8	July 1
December 1	12	December 1	7	July 1

\*Employees reaching Step 2 before April 1 could be considered for an increase to Step 3 on July 1 of the same year. If an employee reaches Step 2 on or after April 1, the employee would not be eligible for an increase to Step 3 until July 1 of the following year.