

AGREEMENT BETWEEN
THE CITY OF HELENA
AND
HELENA POLICE PROTECTIVE ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2023 - JUNE 30,
2025

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PREAMBLE

This agreement is made and entered into this ____ day of ____, 20__, by and between the City of Helena, 406 Fuller Avenue, Helena, Montana, hereinafter referred to as the Employer, and the Records Section of the 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
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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 regular full-time and part-time employees of the Record section of the Support Services Division,

Article: 2 Article Title: Management Rights
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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**

All employees defined in Article 1 are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal laws.

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. An employee promoted within this one (1) year probation will re-start the one (1) year probation period. After the probationary period, employees shall only be terminated for just cause or for reduction in force.

If an employee is successfully promoted to a new or different position, the one (1) year probationary period shall begin again to provide for determination of competency in the new position. 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.

The job performance of probationary employees will normally be 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: Payroll Deduction of Dues

The employer agrees to deduct, twice each month, dues and assessments from the pay of each employee who has elected membership under this agreement in an amount certified to be current by the secretary-treasurer of the Association.

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. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Helena Police Protective Association office by the 15th 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.

Article: 6

Article Title: Working Conditions

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 workday/workweek changes will be by mutual agreement between Administration and the Association and noticed to employees 30 days in advance.

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. Fifteen (15) minute rest breaks shall be paid. Employees will be completely relieved of duties for the thirty (30) minute unpaid meal period. Employees are allowed to take rest and meal breaks 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.

E. Supplies

1. The Employer will provide work related office supplies.

Article: 7

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: 8**Article Title: Training**

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

Article: 9**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: 10**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: 11**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. It is the policy of the City of Helena to continue to pay the employer monthly medical, dental and vision insurance premium contribution while an employee is out on workers' compensation, as long as the employee is in employment status. Leaves of absence taken in connection with a worker's compensation injury or illness will run concurrently with any FMLA leave entitlement.
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 accrued leave in accordance with MCA 39-71-736 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: 12

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

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

Applies to:

1. Longevity Calculation
 - a. Annual Leave
 - Scheduling b. Longevity Pay
2. Job Posting

Records Unit Job Classification Seniority

Applies to:

1. Lay-Off
2. Leave

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

Article: 13

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: 14

Article Title: Grievance and Arbitration Procedure

A. Association Representation: No employee at any step of the grievance procedure shall be required to meet with any administrator without Association representation.

B. Bypassing Steps: If a grievance arises from the action of authority higher than that of the Chief of Police, the grievant and/or HPPA may present such grievance at the appropriate step of the grievance procedure.

C. Grievance Definition: A grievance shall be defined as a dispute of any disciplinary Adverse Action (demotion, suspension without pay or discharge as defined in Article 20). A grievance may also result from a dispute or difference in interpretation of the terms expressly provided by this contract, involving wages, hours, and conditions of employment, between an employee, or the Association, and Management.

D. Time Limits: Failure to follow time limits provided within the grievance procedure shall resolve the grievance against the party failing to follow prescribed time limits and in the form of resolution sought by the other party. In the event either party fails to meet a deadline, an automatic 7-day extension is granted, one time only, without request. Should either party request a time extension longer than the automatic 7-day extension, and both parties agree, in writing, the time limits may be extended.

E. Parties to be Bound by Outcome of Process: The parties agree to be bound by the outcome of the process required under this agreement and will promptly implement a resulting decision.

F. Informal Discussions: The parties herein agree that informal discussions can be beneficial and are encouraged; however, in the absence of or inability of such discussion to resolve a problem that exists, any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled as set forth herein.

G. Contents of Grievance: A grievance shall be presented in writing and include the following information: (1) the basis for the grievance (i.e. the facts of the case); (2) the allegation of any specific wrongful act and the harm done; (3) the specific policies, rules, regulations, collective bargaining agreement article or provision at issue; (d) the remedy or goal being sought by the grievance.

H. Procedure: In order to ensure that grievances are resolved as quickly as possible, and to maintain harmonious labor relations, the following procedure shall be used.

Step 1: The grievant and/or HPPA shall present the written grievance to the department head or appropriate authority, who shall attempt to address the matter and shall respond in

writing to the grievant and/or HPPA within fourteen (14) calendar days of receiving the grievance.

Step 2: Should the reply of the department head or appropriate authority be unsatisfactory, the grievant and/or HPPA may elect to take up the matter with the City Manager within fourteen (14) calendar days from the date of the reply from the department head or appropriate authority. The grievance shall be elevated to the City Manager by providing the original written grievance along with a written explanation of the steps taken to resolve the grievance to date. The City Manager or designee will discuss the facts of the case with the grievant and/or HPPA and shall submit his decision to accept, deny or modify the department head or appropriate authority's response in Step 1, in writing to them within fourteen (14) days of the meeting.

Step 3: If the decision of the City Manager is unsatisfactory to the grievant and/or HPPA, they may elect to notify the City Manager in writing within seven (7) calendar days of the desire to seek non-binding mediation. The parties will jointly contact a mediator. If there is a cost associated, the parties will equally share costs. If the Association fails to notify the City Manager within this seven calendar day time limit, the right to pursue the grievance is waived.

Step 4: If the issue is unresolved in mediation, the grievant and/or HPPA shall notify the City Manager, in writing, within seven (7) calendar days of unsuccessful mediation of its decision to submit the controversy to arbitration. Thereupon, within fourteen (14) calendar days after such written notice is delivered to the City Manager, the City Manager and the grievant and/or HPPA shall attempt to mutually agree on an arbitrator. If agreement is not reached within fourteen (14) days, the City and the grievant and/or HPPA shall each choose 2-3 arbiters from the list provided on the website of the Board of Personnel Appeals, Department of Labor and Industry, State of Montana. The grievant and/or HPPA and the City Manager or designee shall, within seven (7) calendar days, meet and by alternately striking names from the list, select the arbiter by requesting the services of the last name remaining on the list.

The arbiter chosen will be contacted by both parties within seven (7) calendar days and be asked to start proceedings at the earliest mutually agreeable date.

1. During the proceedings the arbiter shall be provided with all evidence thus far obtained and shall hold a hearing to determine the facts.

2. The arbiter shall be requested to render a decision within thirty (30) calendar days and such decision shall be final and binding upon both parties. The arbiter shall have no authority to alter in any way the terms of this agreement. The arbiter shall notify both parties of his/her decision in writing. The parties shall equally share expenses for the arbiter's services.
3. It is understood that an appointed authority may replace any titled position mentioned in the above stated grievance procedure, provided that such appointee shall have the full authority to act in the capacity of the person(s) being replaced.
 - I. No Strike: During the term of this Agreement, there shall be no strike, work slowdown, picketing, concerted use of leave, or other activity by any employee or by the Association, which has the effect of reducing the amount or quality of the work performed by any City employee.

<p>Article: 15 Article Title: Compensation</p>
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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 \$2.50 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 or Alternative TAC's (Alt-TACs) by management shall receive the equivalent of an additional \$1.25 per hour based on 2080 hours per year, payable at the rate of \$100.00 per pay period.

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 receive overtime compensation at a rate of one and one-half times the employee's regular hourly rate unless the employer and employee agree to the accrual and use of compensatory time.

With supervisory approval, an employee may work flexible (flex) time during the week by working more than 8 hours in a day and an equal number of fewer hours another day. This flex time will be earned and utilized on an hour for hour basis within the week. Employees who flex time during the week are not entitled for overtime unless they work more than 40 hours in the week. 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 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.

Article: 16

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: 17

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: 18

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: 19

Article Title: Termination and Renewal

- A. The effective date of this agreement is July 1, 2023, and it shall continue in full force and effect until June 30, 2025, 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 not later than February 1, 2025 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, 2025.

- 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.

Article: 20

Article Title: Discipline

This discipline policy applies to non-probationary full-time and part-time regular employees. This policy does not apply to probationary, seasonal, or temporary employees.

Definition of Discipline:

The City of Helena strives to hold all employees accountable in meeting and exceeding job expectations. The City believes in injecting humanity and compassion through interactive communication between employees and supervisors when addressing performance concerns and expectations. Supervisors are responsible for communicating with employees, verbally and in writing, about any gaps in job expectations and giving the employee a fair opportunity to close that gap and resolve issues when appropriate. At all stages of working to close the gap, supervisors are called to interact with employees with respect, sensitivity, professionalism and decisiveness.

This disciplinary process concentrates on the options available to address problems related to an employee's conduct or performance that do not meet job expectations, standards and policies. Where possible, the goal is to help employees correct conduct concerns and resolve

performance issues in the earliest stages. Discipline should be viewed as corrective rather than punitive when possible and appropriate.

Throughout the disciplinary process, communications shall be:

- Solution-oriented with clearly communicated expectations and outcomes.
- Honest, written in the supervisor's own authentic voice.
- No surprises; documentation summarizes conversations.
- Disciplinary measures are timely and constructive.
- Respectful and fair.

Just Cause for Discipline

The basic rule is that there must be just cause for imposing discipline. "Just cause" is defined as reasonable, job-related grounds for taking disciplinary action based on failure to satisfactorily perform job duties, or disruption of departmental operations. Just cause may include, but is not limited to; an actual violation of an established City of Helena or Helena Police Department standard, procedure or policy, legitimate order or labor agreement; failure to meet applicable professional standards; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberate provision of false information on an employment application; willful damage to public or private property; workplace violence or intimidation; harassment or inappropriate behavior.

Fact-finding: Supervisors shall promptly, fairly and thoroughly explore the nature of the matter, conduct or alleged wrongdoing to make an independent determination of facts and circumstances. (See Investigation Section, 9.4 of the City of Helena Personnel Policies Handbook, rev. April 2020).

Leave of Absence or Suspension with Pay

An employee may be placed on paid leave of absence or suspension when an employee must be immediately removed from the workplace and/or time is needed to conduct an investigation of the situation to determine the appropriate course of action.

When an employee is placed on paid leave, the leave will be followed in writing within five (5) days of the verbal notice. All notices for suspensions with pay will include:

1. Date and duration of proposed action: beginning and, to the extent possible, an anticipated end date.
2. Reason for the proposed action.
3. Conditions that will apply during the proposed action.
4. Conditions of employment during the leave/suspension; availability, contact and other arrangements.

A copy of the letter shall be provided to the employee and placed in the employee's personnel file.

Corrective Action Plan/Performance Improvement Plan

A Correction Action Plan or Performance Improvement Plan ("Plan") may be given to an employee for job-related reasons. The plan must be in writing and must contain the specifics of the conduct for which the employee is being given the plan, description of improvement the employee must follow to meet the terms of the plan, the length of time in which the employee must satisfy the terms of the plan, and the consequences for failure to meet the terms of the plan. The employee must acknowledge receipt of a Corrective Action Plan/Performance Improvement Plan by his/her signature and must be given a copy of the plan. The employee's acknowledgement of receipt of a Corrective Action Plan/Performance Improvement Plan does not constitute an admission of misconduct and does not affect the right to appeal or grieve the alleged misconduct, where applicable. Corrective Action Plans/Performance Improvement Plans will be placed in the employee's personnel file. A Corrective Action Plan is not a standalone form of discipline but may be part of any disciplinary actions described below. A Corrective Action Plan will be retained in the

employee's official personnel file per retention periods for the disciplinary action described below.

Disciplinary Actions

Any disciplinary action will be commensurate with the seriousness of the offense. Each disciplinary action is independent of any other and will not necessarily be applied in a particular order, unless it is part of a pattern that could indicate a more serious problem. For example, the City, at its discretion, may use informal disciplinary action for routine performance deficiencies and lesser offenses, but when they become repetitive and not subject to correction, more serious discipline may be warranted. Formal disciplinary action, up to and including termination, will be for more serious offenses and repeated lesser offenses.

Members may not appeal every type of disciplinary action. Adverse Actions, as defined below, may be appealed as provided in Article 14.

Informal Disciplinary Actions

1. Verbal Counseling

Verbal Counseling is a constructive measure taken to bring an employee's attention corrective action for a minor performance infraction. This measure is not documented to the employee's personnel file but may be kept in supervisor notes and may be followed up informally, verbally, to the employee. Verbal counseling is not placed in Guardian Tracking but may be referenced if further issues and/or patterns develop.

2. Corrective Counseling

Corrective Counseling is a constructive measure taken to bring an employee's attention corrective action for minor performance infractions that may be

repeated or previously addressed through verbal counseling. Supervisors are responsible for keeping departmental records of all corrective counseling; it is advisable that employees do the same. The departmental record may include:

- a. Employee's name;
- b. Date and time of corrective counseling;
- c. Date, time and location of the incident or issue resulting in corrective counseling;
- d. An objective, factual description of the employee's behavior, specific to the incident or problem resulting in corrective counseling;
- e. An accurate summary of the corrective counseling given to the employee, including the employee's statement in defense of their behavior, if any; and
- f. Any other documentation available such as letters of complaint from other departments, employees, supervisors, or the public; examples of the employee's work if related to the behavior in question; and memos that outline the results of corrective counseling.

Corrective Counseling will be removed from Guardian Tracking after six (6) months if there has been no other action for similar job-related reasons imposed during that time. Counseling should be documented in the employee's yearly performance evaluation and should be documented as an informal disciplinary action for the minor performance infraction indicating the counseling was corrective and not punitive in nature.

Formal Disciplinary Actions

1. Written Warning

A Written Warning may be used to bring to an employee's attention corrective action for performance infractions that may be repeated and/or previously addressed. Supervisors must work with Human Resources when considering and preparing a written warning to assure proper fact-finding (See Investigations Section, 9.4 of the City of Helena Personnel Policies Handbook, rev. April 2020) and guide supervisors and employees through the process.

Critical Elements included in the written warning are:

- a. The date and time of the discussion/meeting held to address the performance issue (s);
- b. The just cause (reasons) for the written warning;
- c. Date, time and location of the incident and or the issue resulting in the written warning;
- d. An objective, factual description of the employee's behavior, specific to the incident or problem resulting in the written warning;
- e. In cooperation with the Human Resources Office in communicating to the employee a plan of improvements or corrections the employee must follow;
- f. Reference to the City of Helena personnel policy, Code of Conduct, MT Code Annotated, or other performance expectation violations (e.g., expectations outlined in policies, performance reviews, position description or soft skills required);
- g. Employee's name;
- h. Consequences (further discipline) if the employee fails to improve or correct behavior. When possible, a specified period of time for expected improvement should be included;

- i. Notice of minimum one (1) year retention of the written warning in the employee's official personnel file;
- j. Date and signature of supervisor; and
- k. Date and signature of employee with acknowledgement of receipt of the written warning.

The employee has the right to respond to the warning either verbally, in writing or both. Any written response must be attached to the written warning and included in the employee's official personnel file.

Written warnings will be placed in the employee's official personnel file in the Human Resources office within five (5) days of the written warning being presented to the employee. Written warnings will be retained in the employee's official personnel file for a minimum of one (1) year. The employee may request a written warning be removed from their official personnel file after one (1) year if there has been no disciplinary action for similar job-related reasons imposed during that time. The request for formal removal must be made in writing to the Division Commander. In turn, the Division Commander will confer with the Human Resources Director and department director to determine whether to remove the Written Warning.

A written warning will be reflected in the employee's annual performance evaluation and documented the employee received discipline during the course of that evaluation period.

2. Written Reprimand

A Written Reprimand may be used to bring to an employee's attention corrective action for more serious performance infractions or repeated infractions previously addressed in a written warning. Supervisors must work with Human Resources when considering and preparing a written reprimand to assure proper fact-finding (See Investigation Section of Personnel Policies Handbook) and guide supervisors and employees through the process.

Critical elements to be addressed in a written reprimand include:

- a. The employee's name;
- b. The just cause (reasons) for the written reprimand;
- c. Date, time and location of the incident and/or the issue(s) resulting in the written reprimand;
- d. An objective, factual description of the employee's behavior, specific to the incident or problem resulting in the written reprimand;
- e. The improvements or corrections expected of the employee;
- f. Reference to the City of Helena personnel policy, Code of Conduct, MT Code Annotated, Helena Police Department Policies, or other performance expectation violations (e.g., expectations outlined in the position description or Soft Skills document);
- g. Consequences (further discipline) if the employee fails to improve or correct behavior. When possible, a specified period of time for the expected improvement should be included;
- h. Notice of retention (3-5 years) of the written reprimand in the employee's official personnel file;
- i. Date and signature of supervisor and department head if different than the supervisor; and
- j. Date and signature of employee with acknowledgement of receipt of the written reprimand.

The employee has the right to respond to the written reprimand either verbally, in writing or both. Any written response must be attached to the written reprimand and included in the employee's official personnel file.

Written reprimands will be placed in the employee's official personnel file in the Human Resources Office within five (5) days of the written reprimand being presented to the employee. At the discretion of the supervisor, and depending on the

severity of the performance infraction, and/or lack of responsiveness of the employee to prior disciplinary measures taken, written reprimands may be retained in the employee's official personnel file for three (3) to five (5) years. The employee may request that a written reprimand be removed from their official personnel file if there has been no disciplinary action for similar job-related reasons imposed during that time. The request for removal must be made in writing to the Division Commander. In turn, the Division Commander will confer with the Human Resources Director and the Department Director to determine when to remove the written reprimand.

A written reprimand will be reflected in the employee's annual performance evaluation and documented the employee received discipline during the course of that evaluation period.

3. Adverse Action

An Adverse Action includes suspension without pay, demotion and discharge. Adverse Action is appropriate when performance expectations remain unresolved, prior disciplinary actions have failed to resolve unacceptable conduct, or the performance issue(s) seriously and materially affects or disrupts Department or City operations. Supervisors must work with Human Resources when considering and preparing an adverse action.

a. Suspension Without Pay. Suspension Without Pay is an unpaid leave of absence ordered by the Department Director in consultation with the Human Resources Director. Some performance infractions may warrant a suspension without pay on the first occurrence.

A suspension without pay may be imposed in either of the following ways:

- In writing and given to the employee in a disciplinary meeting; or
- Immediately and verbally at the time of the infraction

Immediate suspension is used in situations where it is necessary to remove the employee immediately from the work environment. Immediate suspensions without pay will be followed-up with a written notice.

All notices for suspensions without pay will include:

1. Date and duration of proposed action: beginning and, to the extent possible, an anticipated end date.
2. Reason for the proposed action.
3. Conditions that will apply during the proposed action.
4. Conditions of employment during the leave/suspension: availability, contact and other arrangements.
5. Include a copy of the City of Helena's appeal and/or grievance policies set for in the Collective Bargaining Agreement (Article 14).

A copy of the letter shall be provided to the employee and placed in the employee's personnel file.

b. Demotion. Demotion is an involuntary assignment to a position assigned at a lower pay grade with resulting lower pay. In the event an employee is involuntarily moved to a position assigned to a lower pay grade, the employee's compensation will immediately decrease to the new step as defined in the Collective Bargaining Agreement. The removal of an employee from a special assignment does not constitute a demotion even where the stipend paid to compensate for extra duties is removed from pay.

A demotion will be given to the employee in writing in a disciplinary meeting. The notice shall include an attached copy of the City of Helena's appeal and/or grievance policies set forth in the Collective Bargaining Agreement (Article 14).

c. Discharge. Discharge results in an employee's termination from employment from the City of Helena for just cause. Some severe infractions may warrant discharge on the first occurrence; therefore, the City reserves the right to discharge an employee without prior disciplinary action.

Notice of discharge will be given to the employee in writing and will explain the just cause for the discharge, with an attached copy of the City of Helena's appeal and/or grievance policies set forth in the Collective Bargaining Agreement (Article 14).

Due Process: Suspension without Pay, Demotion, and Discharge

The City Manager has final decision-making authority for recommendations of suspensions without pay, demotion, and discharge.

After conducting an investigation as described in Section 9.4 of the City of Helena Personnel Policies Handbook, rev. April 2020, the Department Director or designee will submit the proposed action to the Human Resources Director for review. The proposed action must include:

- Name of the employee and date of violation(s);
- The just cause (reasons) for the proposed action;

- Date, time and location of the incident and/or issue(s) resulting in recommended action;
- Investigation findings to include an objective, factual description of the facts pertaining to the employee's behavior, specific to the incident or problem resulting in the recommended action;
- Reference to the City of Helena personnel policy, Code of Conduct, Montana Code Annotated, Helena Police Department Policies, or other performance expectations violation (e.g., expectations outlined in the position description or Soft Skills document) leading to the recommended action; and
- Any evidence relevant to and supporting the proposed action.

After review, the Human Resources Director will forward the proposed adverse action to the City Manager who, within five (5) days of receiving the proposed action, will decide whether to reject the proposed action or proceed to a due process meeting with the employee.

If the City Manager decides to move forward with a due process meeting with the employee to discuss the matter involved in the proposed action, the employee will receive 1) notice of the proposed action and 2) and opportunity to meet and be heard by the City Manager before a final decision is made for the purpose of providing the employee an opportunity to address the information presented to the City Manager for consideration.

The notification will include:

1. Proposed action;
2. Reason for proposed action;
3. Proposed meeting date, time and location (the final meeting arrangements will be made by the City Manager's Office to best accommodate reasonable and timely scheduling);
4. Explanation of format and role of City Manager, Human Resources Office, employee and employee representative, if any;
5. Notification to the employee that if the employee intends to bring legal counsel, the employee is required to notify the Human Resources Office within

four (4) days of the scheduled meeting of the employee's intention to bring legal counsel; and

6. Notification that the City Manager's Office reserves the right to reschedule the meeting.

The City Manager will make a final decision to accept, reject or modify the proposed disciplinary action within fourteen (14) days after the meeting with the employee.

Employees who are suspended without pay, demoted, or discharged shall receive a copy of the Collective Bargaining Agreement Grievance Procedures (Article 14) advising the employee of their right to have the suspension without pay, demotion or discharge reviewed in accordance with the procedures contained therein.

Retention Periods

The above retention periods for how long records related to employee discipline remain in an employee's personnel file (or Guardian Tracking, in the case of Informal Discipline) shall apply to disciplinary actions against employees taken under this Collective Bargaining Agreement. Notwithstanding those time periods, in consultation with the Human Resources Office, the Chief of Police shall have the discretion to remove employee discipline records early in cases where the overarching disciplinary principles set forth are satisfied.

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

7th day of Dec., 2023.



[Handwritten signature]

DANNAI CLAYBORN

[Handwritten signature]

CITY MANAGER
TIM BURTON

[Handwritten signature]

CITY ATTORNEY
REBECCA DOCKTER

CITY OF HELENA:

HELENA POLICE PROTECTIVE
ASSOCIATION:

[Handwritten signature] 761

[Handwritten signature]

[Handwritten signature] 747

[Handwritten signature] #718

ADDENDUM A (WAGES)

Paid from JULY 1, 2023 THROUGH JUNE 30, 2024

Records Clerks

Effective July 1, 2023

7% Wage Increase

Step 1	\$19.3751
Step 2	\$20.3439
Step 3	\$21.3611
Step 4	\$22.4291
Step 5	\$23.5506

On July 1, 2024 (FY25) the above matrix will be increased 2% or by the Commission approved COLA for all City of Helena employees, whichever is greater.

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.