

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF HELENA
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES
PUBLIC SAFETY COMMUNICATORS LOCAL #7790**

AGREEMENT PERIOD

JULY 1, 2023 – JUNE 30, 2025

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Preamble

THIS AGREEMENT is made and entered into this June 30, 2023, between the City of Helena, hereinafter referred to as the “Employer,” and the Montana Federation of Public Employees Local #7790, hereinafter referred to as the “Federation”.

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its Employees, and the Federation; to provide an orderly and peaceful means of resolving Employee grievances; and to set forth an Agreement between the parties concerning the terms and conditions of employment for the Employees covered hereunder. In consideration of the mutual covenants herein set forth, which have been mutually determined at negotiations, the Employer and the Federation agreement shall be bound as follows:

Article 1: Recognition

The Employer recognizes the Federation as the exclusive representative for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety Communicators (PSCs), Lead Public Safety Communicators (Lead PSCs), and temporary part-time Public Safety Communicators who work an average of 20 hours or more per week over a period of a calendar year. Excluded from the unit are Management, 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: Management Rights

All Management rights not specifically limited by this agreement shall continue to rest exclusively with the Employer, including but not limited to 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 Employer in situations of emergency; and
7. Establish the methods and processes by which work is performed.
8. Any other right reserved to Management under Montana Code Annotated.

Article 3: Definitions

Whenever the following words or phrases appear in this agreement, they shall have the meaning assigned to them by this Article. When not inconsistent with the context, words used in the present tense shall include the future, the singular shall include the plural and the plural shall include the singular.

1. **Emergency:** An emergency event is a sudden, urgent usually unexpected incident or

occurrence that requires an immediate reaction or assistance for emergency situations faced by the recipients of public assistance. The main purpose of such assistance is to bring the situation under control and to restore normality. It usually poses a threat to the health or safety of those involved, responders, and the people in the surrounding area. An emergency is any event or occasional combination of circumstances that calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition. Existing or continuing conditions are never considered emergencies. Final determination as to whether a situation can be defined as an emergency resides with Management. Management or a designee will notify the Federation within three (3) calendar days of establishing an emergency.

2. **Employee(s):** Any employee covered by this agreement including a Public Safety Communicator (PSC) or Lead PSC.
3. **Regular Full-Time Employee:** An Employee as defined in City of Helena personnel policy.
4. **Regular Part-Time Employee:** An Employee as defined in City of Helena personnel policy.
5. **Probationary Employee:** A non-temporary Employee who is on an applicable probationary period.
6. **Schedule:** A defined combination of workdays and days off in each period, often repeating in a regular cycle.
7. **Shift:** The hours within a workday an Employee is scheduled to work, usually scheduled on a regular, repeating basis.
8. **Temporary Employee:** Temporary Employees may be either short-term or long-term, as defined in City of Helena personnel policy.
9. **Workday:** A workday shall not exceed (14) hours of work in any twenty-four period, unless by mutual agreement of the Employee and the Employer or when an emergency exists as defined in Article 3.
10. **Work Week:** A work week shall consist of no more than forty scheduled working hours and at least two consecutive scheduled days off in a seven-day period except as outlined in Article 6-3. The work week is defined as Sunday through Saturday.
11. **Seniority:** The number of continuous days as a regular Employee beginning with the most recent date of hire within the bargaining unit.
12. **Lead Seniority:** The number of continuous days of qualifying service as a Lead PSC beginning with the most recent date of appointment into that position.

Article 4: Probationary Period

1. All new Regular Employees shall be considered probationary until they work a minimum of 12 months. An Employee ends their probationary status upon successful completion of the 12-month probationary period.
 - A. If an Employee is found unsuitable for a position during the probationary period, the Employee may be discharged.
 - B. After the probationary period, Employees shall only be terminated for just

cause or for reduction in force.

2. A current Employee promoted to a new position shall serve a new twelve (12) month probationary period for the new position. If the Employee is found unsuitable for the new position, the Employee may be placed back into the position held prior to the promotion if there is a vacancy. If there is no vacancy, the Employee may be discharged.
3. A probationary period may be extended by mutual agreement of the Federation and Employer for up to six (6) months if an Employee has not satisfactorily met the job requirements in the first twelve (12) months. If the probationary Employee does not meet the standards during the additional time, they will be dismissed or may be transferred back to their prior position (if they had been promoted to the new position) if a vacancy exists.
4. If a probationary Employee uses more than 40 consecutive hours of sick leave, leave without pay or is unable to work due to on-the-job injury, the probationary period may be extended for that period.
5. Probationary Employees will be formally evaluated at six (6) months and within one (1) month of the completion of the probationary period. This does not preclude Management from completing as many formal evaluations as deemed necessary, and does not include daily, weekly, or other periodic evaluations to take place during the Communications Training Officer (CTO) Program.
6. Probationary periods apply to all Regular Full-time and Regular Part-time Employees. Temporary Employees are considered probationary during their full hire period.
7. Any provisions of City personnel policy governing probationary periods that do not conflict with this Article also apply.

Article 5: Payroll Deduction of Dues

1. Upon receipt of MFPE membership form from an Employee covered by this agreement, the Employer shall deduct from the Employee's pay the amount owed to the Federation for dues.
2. 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 Federation, and at least thirty (30) days in advance of any such change. Federation dues 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 Montana Federation of Public Employees by the 15th day of the succeeding month, after such deductions are made.
3. The Federation 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 Federation dues.

Article 6: Working Conditions

1. General

- A. Any permanent schedule changes will be discussed with the Federation and brought to the Labor Management Committee prior to being implemented.
- B. Management or a designee will make reasonable efforts to relieve an Employee who is currently working overtime outside their assigned shift prior to extending their working hours.

1. Meal Breaks and Rest Breaks

- A. Employees are encouraged to take their paid rest breaks and paid meal breaks when staffing and workload permits. The figure below outlines the authorized number of paid rest breaks and paid meal breaks corresponding to scheduled hours worked.

Hours Worked	15-Minute Rest Break	30-Minute Meal Break	45-Minute Meal Break
8	2	1	
10	2		1
12+	3	2	

- B. Out of consideration for all on-duty Employees the following is not permitted unless authorization has been granted:
 - i. Combining meal and rest breaks into an extended break.
 - ii. Taking more than 2 consecutive rest breaks at a time.
 - iii. Taking more than 1 consecutive meal break at a time.
 - iv. Taking a rest break or meal break during the first or last 60 minutes of the workday to shorten or extend the workday.
- C. It is understood that employees may leave their workstation or the premises during their meal or rest breaks, based on the existing operational needs, and are subject to recall.
- D. Employees forced to work back-to-back shifts, without advanced knowledge, due to a last-minute vacancy, increased call volume, or an emergent incident may be granted permission to leave the premises.

- i. Departure from the premises can be for a period not to exceed 30 minutes with authorization. Employees remain subject to recall and are not required to submit a leave request under these unique conditions.

2. Scheduling

- A. Employees have the right to an exchange of shifts or schedules when the exchange does not interfere with the best interests of the Communication Center and when the exchange has been pre-approved by Management or a designee. The Employer assumes no obligation for overtime pay or wage claims because of such an exchange.
- B. If changes are made to schedules, Management or a designee will meet with the affected Employees to explain the reasons for the change in the scheduling. Except for cases of emergency, a 14-calendar day notice will be provided prior to implementation of all scheduled changes unless mutually agreed upon.
- C. If a shortage for a shift occurs with less than twenty-four (24) hour notice, Management or a designee has the right to fill the shortage in the following order.
 - i. If there is an employee assigned to the on-call position for the shift with the shortage, Management or a designee will contact that person to respond accordingly.
 - ii. Management or a designee will make reasonable efforts to fill the shortage by seeking volunteers based on seniority.
 - iii. If no volunteers are found and all reasonable options have been exhausted, the on-duty Employee(s) shall fill the shortage. The most senior Employee will be given priority when selecting which portion of the shortage to cover. Employees may be assigned to shifts and schedules based on the needs of the Employer, training considerations, and operational necessity.

3. Days Off

- A. Two consecutive days off may be forfeited under the following conditions:
- B. The Employee volunteers to attend an event, meeting, committee, or training.
- C. The Employee volunteers to work a shift that interrupts their two consecutive days off.
 - i. This includes an Employee voluntarily accepting an on-call role that necessitates responding to the workplace.
- D. Employees must attend required training to obtain or maintain certification necessary for employment.
- E. Management holds a mandatory staff meeting with a minimum of two

weeks' notification to all Employees required to attend.

- i. These meetings will be held at a time conducive to both day and night shift Employees to allow reasonable rest hours before returning to shift.
 - ii. Emergency, non-recurring staff meetings may be held with less than two weeks' notification following the identification of an emergent circumstance.
- F. There is an emergency or exigent circumstance (i.e., an unexpected vacancy or shortage).

4. Shift Briefing

- A. Shift briefings may take place at the beginning of a shift and are conducted by the off-going shift. Because briefing may require off-going personnel to stay beyond the expected completion of the current shift, off-going Employees may accrue either comp time or overtime for up to 5 minutes with no accrual request required.
- B. Anything beyond 5 minutes requires the off-going personnel to send an accrual request in .25 increments (e.g., 5 minutes plus 10 minutes = 15 minutes or .25 hours).
- C. Briefing time is not an automatic entitlement. If the Employee is not required to extend their shift, or no briefing occurs, the Employee is not entitled to additional compensation.

5. On-Call

The on-call Employee is an exigency-based role filled by qualified Employees to boost staffing needs.

A. Scheduling:

- i. Management will provide reasonable notice prior to implementing or terminating the need for an on-call Employee to allow Employees to plan appropriately whenever possible.
- ii. Probationary Employees who have not completed the training program are exempt from being on-call.
- iii. Management will not schedule or permit an Employee to be on-call during their scheduled working hours.
- iv. Employees retain the right to an exchange of on-call shifts when the exchange does not interfere with the best interests of the Communication Center and when the exchange has been pre-approved by or a designee.

B. Compensation:

- i. Compensation for being on-call is a flat rate of \$60 for a 12-hour period or at an hourly rate of \$5 per hour for on-call requirements less than 12 hours.
- ii. Employees called back to duty during their on-call period will be compensated in accordance with Article 18: Compensation.
- iii. Employees who voluntarily sign up to work a shift that takes place during their on-call period will forfeit the on-call compensation,
- iv. If there will be a known shortage on an Employee's on-call day, and that Employee has been advised at least 24 hours in advance of the requirement to respond to work at the start of the on-call shift, that Employee will forfeit their on-call compensation,

C. Response Expectations

- i. The on-call Employee will respond to Management within fifteen (15) minutes to acknowledge the request and will have one (1) hour to respond to the Communication Center from the time of the original request to be considered on duty.
- ii. On-call Employees who fail to respond when recalled are subject to disciplinary action.

Article 7: Federation Privileges

1. With approval of Management or a designee authorized representatives of the Federation will be allowed to visit the work area of Employees during working hours and confer on employment related matters to the extent that such visits do not disrupt the work of the Employer, and do not result in compensation outside scheduled work hours.
2. The Federation shall be provided with bulletin board space for the use of communication with its members.
3. The Federation shall be allowed the use of the conference room at the Communication Center for meetings when such facilities are available, and the meetings would not interfere with the business of the Employer. The Federation must schedule the use of the meeting room with Management or a designee.

Article 8: Drug Testing

1. The Employer and the Federation 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 City of Helena. The Employer and the Federation agree to promote the health, safety, and welfare of Employees and

the community by maintaining an alcohol and drug-free workplace.

2. The Employer may conduct reasonable suspicion, post incident, random and return-to-duty or 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 9: Training

1. The Employer will provide necessary training.
2. In addition to the mandatory training requirements, Employees shall be allowed at least one (1) additional training opportunity annually of their choice pending it is reasonable and pertains to the scope of employment.
 - A. Requests shall be submitted through GuardianTracking or equivalent.
 - B. If a request is denied, an explanation must be provided, and the employee is entitled to request an alternate training opportunity.

Article 10: Labor Management Committee

1. There shall be a Labor Management Committee (LMC) including representatives from the Federation and the Employer.
2. Members and protocol will be determined by the committee.
3. 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 11: Uniforms

1. The Employer will pay for cleaning of uniforms at an Employer-selected cleaner up to \$20 per month for PSCs, which may accumulate to a maximum of \$240 in any fiscal year.
2. The Employer shall 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 Employer shall be

returned to the Employer upon termination.

Article 12: Leave

1. General

- A. It is understood that all leave except sick leave must be approved in advance.
- B. 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.
- C. For leave requests of short notice, seven (7) days or less, that are not of an emergency nature, Employees may be asked to assist in finding a replacement.

2. Holidays

- A. 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, or City of Helena.
- B. Regular part-time Employees shall be granted holiday time on a prorated basis provided they work at least 20 hours per week.
- C. Employees shall receive one (1) paid holiday for each of the holidays regardless of whether they work on the holiday.
- D. Employees shall not carry over any holidays from one (1) calendar year to the next. Holidays earned for each calendar year must be used by March 31st of the following year.
- E. Probationary Employees may only use holiday pay on the day of the holiday or for holidays that have passed. They will not be able to use paid holidays for days that have not yet occurred in the calendar year unless approved in advance by Management or a designee.
- F. Holidays accrued the prior calendar year and not used before March 31st, in accordance with the sections above, may be cashed-out, up to a maximum of 80 hours. Holiday cash-out shall be paid on the next regularly scheduled pay day at the Employee's regular rate of pay. Holiday cash-out shall be at the employees' "base" hourly rate as stated in Appendix A and shall not be counted as wages for purposes of the City's Overtime Liability.
- G. Employees who terminate their employment shall be entitled to receive compensation at their regular rate of pay for any holidays accumulated and not taken in accordance with Paragraph E above. Additionally, any terminating Employee shall have deducted from their final pay, any amount of holiday pay received but not earned at the time of termination.
- H. In the event of the death of an Employee, unused earned holiday time shall

be paid to the Employee's heir(s) at their regular rate of pay.

3. Leave:

- A.** Vacation Leave, Sick Leave, Military Leave, Jury Duty Leave, Witness Leave, leave without pay, and Family Medical Leave (FMLA) will be used in accordance with the City of Helena Personnel Policies.
- B.** Personal Time Off requests (PTO) will be open from January 1st to June 30th and July 1st to December 31st of each year, and will be granted on a first-come, first-served basis. If a request for PTO crosses two periods (i.e., June 30th to July 3rd), it should be submitted during the earlier period.

4. Primary Vacation Leave

- A.** For the purposes of this contract, a Primary Vacation is a set of consecutive days off not to exceed twenty-one (21) calendar days.
 - i.** Primary Vacation and PTO requests are exclusive to the use of Vacation Leave, Holiday Leave, and Compensatory Leave.
 - ii.** Primary Vacations are considered higher priority when considering coverage for the time period.
- B.** One (1) Primary Vacation leave request may be submitted twice per year, and must be clearly identified as such in writing:
 - i.** November 1st to December 1st for Primary Vacation requests for the period of January 1st to June 30th
 - ii.** May 1st to May 31st for Primary Vacation requests for the period of July 1st to December 31st
- C.** When a request for Primary Vacation crosses two bidding periods (i.e., December 25th to January 10th), the request must be submitted during the earlier of the two bidding periods to allow for proper planning.
 - i.** These requests will count toward one (1) Primary Vacation allotment of the Employee's choice.
- D.** Conflicts to Primary Vacation requests will be resolved by seniority.
 - i.** Management will notify affected Employees to resolve scheduling conflicts no later than December 15th or June 15th respectively for the upcoming period.
- E.** Requests to change Primary Vacation periods will be considered by management on an individual basis.
 - i.** Requests for Primary Vacation submitted after the deadline must be submitted in writing and are subject to consideration from management.

- ii. Conflicts with **late** Primary Vacation requests will be resolved on a first-come-first-served basis once accepted by management.

5. Vacation Posting

- A. Management will post the Primary Vacation leave schedule no later than January 1st and July 1st respectively.
- B. Once management sets and provides notice of the Primary Vacation leave schedule, an Employee cannot be “bumped” by another who requests PTO later unless both employees agree, in writing, to the change and receive approval from management.
- C. PTO requests will be posted as soon as reasonable once received by management.

Article 13: Health, Safety, and Welfare

1. Insurance

For the term of this agreement the Employer will contribute to the medical, dental, life and vision insurance plans in the same amount as it contributes to the plan for other Employees not included in a bargaining unit and will be administered per City of Helena Personnel Policies.

2. Industrial Accidents

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 and will be administered per City of Helena Personnel Policies.

3. Mental Health Program Incentive

The Employer will work with the current Employee Assistance Program to provide mental health support services to the Employee.

- A. The Employee will follow the existing procedure for making an appointment through the Employee Assistance Program unless they are currently working with a mental health provider. This would enable to Employee to continue with their current provider.
 - i. The Employer is not responsible for costs associated with an Employee continuing to work with an existing provider not provided by the Employee Assistance Program.
- B. Due to the nature of this program, Employees will attend a session during their off-duty hours so as not to cause conflict with the performance of their duties and to allow them ample time to schedule a session.

- C. Employees who attend at least one session with a mental health provider between January 1st and December 31st will receive an incentive.
 - i. Once the Employee has attended the session, the provider will be required to sign an attendance slip which shall be provided to the Human Resources Office.
 - ii. In exchange, the Employee will be compensated with two (2) hours of comp time which will be placed into their comp time balance.
 - iii. Each Employee may capitalize on this incentive one (1) time per calendar year, earning a maximum of two (2) hours of comp time.
 - iv. Employees who have accrued the maximum allowable comp time of 80 hours will not accrue the two (2) hours until there is available time in their comp time bank.
- D. Management will not be informed who attended a session.
- E. Employees may attend multiple sessions but will only receive comp time for one session throughout the calendar year.

Article 14: Seniority, Classification, and Layoffs

1. Seniority

- A. Seniority means the number of continuous days as a regular Employee beginning with the first date of hire within the bargaining unit.
 - i. Seniority shall be recognized after successful completion of the probationary period. Upon successful completion of the probationary period, seniority shall date back to the first day of hire in a bargaining unit position.
 - ii. 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.
 - iii. Seniority will apply to the following areas:
 - a. Leave Scheduling
 - b. Longevity Calculation
 - c. Job Posting
 - d. Primary Vacation and Personal Time Off
- B. Lead Seniority means the number of continuous days of qualifying service as a Lead PSC beginning with the most recent date of appointment into that position.
- C. An Employee shall lose their status as an Employee and their seniority if:
 - i. The Employee resigns or quits.

- ii. The Employee is discharged or released.
- iii. The Employee retires.
- iv. The Employee has been on layoff for more than one (1) year.
- v. The Employee abandons the job by being absent from work without leave for a period of three (3) consecutive working days.

2. Job Classification

- A. There are two distinct job classifications within the bargaining unit.
 - i. Public Safety Communicator(s) (PSCs)
 - ii. Lead Public Safety Communicator(s) (Lead PSCs)
- B. Job Classification will apply to the following areas:
 - i. Layoffs
 - ii. Shift Bidding
 - iii. Primary Vacation and Personal Time Off

3. Layoffs

- A. Employees who are laid off may remain on lay off status for up to 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. Regular Employees who are scheduled to be laid off shall be given at least thirty (30) calendar days' notice.
- B. Layoffs caused by a reduction in force shall be in order of seniority (I.e., the number of continuous days as a regular Employee beginning with the first date of hire within the bargaining unit).
- C. In the case of a layoff among Lead PSCs, layoffs caused by a reduction in force shall be in order of lead seniority (I.e., the number of continuous days of qualifying service as a Lead PSC beginning with the most recent date of appointment into that position).
- D. 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 because of a reduction in force shall be the first rehired when there is an increase in the number of Employees in their job classification.
 - i. 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 their intention to return to work, the Employee shall be considered as having forfeited the right to re-employment.
 - ii. Regular Employees shall have the option of accepting part-time positions if available or accepting lay-off status.

- iii. 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.

Article 15: Job Posting

1. When the Employer determines the existence of a vacancy or new position, the Employer may use their discretion on posting the position internally or externally. 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.
2. The Department has the right to select Employees to fill new or vacant positions through competitive hiring practices. Promotional vacancies should be advertised for a minimum period of fourteen (14) days.

Article 16: Grievance and Arbitration

A grievance shall be defined as a dispute or difference in interpretation or application of the current collective bargaining agreement between an Employee or the Federation. The Chief of Police or designee may attend grievance meetings.

1. Procedure

To ensure that grievances are resolved as quickly as possible, and to maintain harmonious labor relations, the following procedure shall be used:

Step One - Notification

Any member of the bargaining unit, who believes that their rights have been violated in accordance with the definition of grievances as stated above, shall report the fact in writing to a current officer or representative of the Federation within fourteen (14) calendar days of the alleged aggrieved action, or when the Employee knows or should have known of the action.

If the established grievance committee determines the grievance has merit, they shall take up the grievance with Management in writing within thirty (30) calendar days of the initial occurrence of the grievable event (or of the date the Employee knew of or should have known of the action). Failure to file a grievance within the prescribed period shall constitute a waiver of the grievance. Management shall respond in writing to the grievance committee within fourteen (14) calendar days of receipt of the grievance.

Step Two – First Appeal

If the grievance committee is not satisfied with the disposition of the grievance at STEP ONE, or if no decision has been rendered within fourteen (14) calendar days after the meeting concerning the grievance, the grievance may be referred

to the Support Services Division (SSD) Commander or designee. The grievance committee has fourteen (14) calendar days from either the date they receive a response from Management or fourteen (14) calendar days from the date a response was due (if a response was not received) to refer to the SSD Commander or designee. The SSD Commander or their designee shall respond in writing to the grievance committee within fourteen (14) calendar days of their receipt of the grievance.

Step Three – Second Appeal

If the grievance committee is not satisfied with the disposition of the grievance at STEP TWO, or if no decision has been rendered within fourteen (14) calendar days after the meeting concerning the grievance, the grievance may be referred to Chief of Police or designee. The grievance committee has fourteen (14) calendar days from either the date they receive a response from the SSD Commander or from the date a response was due (if a response was not received) to refer to the Chief of Police or designee. The Chief of Police or their designee shall respond in writing to the Employee and the Union within fourteen (14) calendar days of their receipt of the grievance.

Step Four – Third Appeal

If the grievance committee is not satisfied with the disposition of the grievance at STEP THREE, or if no decision has been rendered within fourteen (14) calendar days after the meeting concerning the grievance, the grievance may be appealed to the City Manager or designee within fourteen (14) calendar days from receiving the Chief of Police's response. The City Manager or designee shall arrange for a meeting with the grievance committee within fourteen (14) calendar days after the receipt of the appeal. Within fourteen (14) calendar days of such a meeting, the City Manager or designee shall provide the grievance committee with a written decision.

Step Five - Mediation

If the grievance committee is not satisfied with the disposition of the grievance at STEP FOUR, the requesting party shall notify the other party of the request to seek non-binding mediation within fourteen (14) calendar days. The parties will jointly contact a mediator. If there is a cost associated, the parties will equally share costs.

Step Six - Arbitration

The grievance may be referred to arbitration by either party in any of the following circumstances after completing STEP FIVE of this procedure. If no resolution comes out of mediation, the requesting party must provide notice of decision to pursue arbitration within fourteen (14) calendar days. Notification must be provided to the other party and the State of Montana Office of Labor Relations in writing of the decision to take the grievance to final and binding arbitration.

2. Rules Governing the Grievance Procedure

- A.** Waiving time limits: Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- B.** Timeliness: A grievance not filed or advanced by the grievant within the time limits provided shall be considered withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the Employee to the next step.
- C.** Delegation: Any appointed authority referred to as a "designee" may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
- D.** Elements of the written grievance: When the grievance is presented in writing, there shall be set forth all the following:
 - i.** The name of the grievant(s).
 - ii.** Dates of the action(s).
 - iii.** A complete statement of the grievance.
 - iv.** The contract provision violated.
 - v.** Specific remedy or corrective action requested.
- E.** Alternative procedures: If the grievance committee chooses to use alternative grievance procedures, to include administrative or judicial procedures, they may not pursue the same complaint under the provisions of this contractual grievance procedure. Similarly, an Employee who pursues a grievance under the provisions of this contract may not pursue the same grievance in another procedure.

3. Rules Governing Arbitrators

- A.** Selection of an arbitrator: The parties shall request a list of five (5) arbitrators from the Board of Personnel Appeals and within seven (7) calendar days of receipt of said list shall alternately strike names from the list. A coin toss will be used to decide which party strikes first from the list. The last remaining name shall serve as the arbitrator. The parties shall notify the Board of the designated arbitrator within seven (7) calendar 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.
- B.** Arbitrator's limitations: No grievance which fails to meet the requirements of Section 3 - Rules Governing the Grievance Procedure of this Article shall be determined to be subject to arbitration. The arbitrator may not add to, subtract from, or modify the terms 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 arbitration prior to having heard the merits of the grievance. The decision of the arbitrator shall be final and binding.

- C. Cost allocation: Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

Article 17: Lead Public Safety Communicators

1. The Lead Public Safety Communicator (PSC) is a member of the Federation and is covered under the collective bargaining agreement with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety Communicators.
2. The Employer shall retain the right to determine the need for this position, the promotional process and qualifications needed for filling this position.
3. The Lead PSC position serves in a dual capacity whose objective is to help provide operational oversight and quality assurance to the Communication Center as well as functioning as an emergency PSC.
4. If a new Lead PSC position is created within the collective bargaining unit or a vacancy is to be filled, the Employer shall prepare and make available a promotional opportunity announcement stating the following:
 - i. Position description,
 - ii. Compensation,
 - iii. Qualifications,
 - iv. Job duties,
 - v. Required knowledge, skills, and abilities, and,
 - vi. With whom the application shall be filed.

Article 18: Compensation

1. Wages

- A. Conditions relative to and governing wages and salaries are contained in Appendix A of the agreement as attached hereto and made part as though fully set forth herein.
- B. 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.

2. Communications Training Officer (CTO)

When an Employee is assigned and performing duties as a CTO, they shall receive \$2.50 per hour over their basic wage for all hours worked.

3. CJIN Terminal Agency Coordinator (TAC)

Employees that have been assigned as a TAC by Management shall receive a stipend of \$100.00 per pay period.

4. Working out of Classification

Whenever an Employee is assigned 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.

5. Overtime & Compensatory Time

- A. All overtime must be approved by Management or a designee. Any Employee who is required to work over forty (40) hours per week shall be paid 1 ½ times their regular rate.
- B. Compensatory time will be accumulated at the rate of 1½ hours for each hour worked. Any compensatory time which includes CTO pay will be handled as regular compensatory time except that the CTO 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 the actual hours worked, up to 40 hours a week at the appropriate rate.
- C. If the Employee desires compensatory time instead of overtime pay, they 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.
- D. Compensatory time may be accrued or taken. Employees may accumulate the greater of 80 hours or the amount stated in the City Personnel Policies.
- E. Management may require compensatory time be taken at a time so as not to disrupt the operation of the department. Management 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 with written approval of the Chief of Police.

6. Callouts

Employees called back to duty by Management or a designee, required to appear in any court hearing, or required to attend a departmental meeting outside of their scheduled work shift will report in appropriate attire and be paid at the rate of one and one half (1 ½) times the Employee's regular rate of pay with a two (2) hour minimum.

7. Reimbursement of Expenses

- A. Employees required to use personal funds in the performance of their duties shall be reimbursed per diem and mileage at the rates provided by the City of Helena and adopted by the Support Service Division Board of Directors.
 - i. All such expenses must be approved in advance and justified by receipts.
- B. The Employer will provide membership for Employees to a health club/gym of the Employee's choosing. The Employer will reimburse the Employee for an existing health club/gym membership as of the date this agreement is adopted in an amount up to \$10 per month.
 - ii. The Employee must provide monthly proof of membership to Management to receive the reimbursement.

8. Time Changes

Employees shall be paid for their regular shift during the change from standard daylight to daylight savings time in the fall and spring of each year.

9. Shift Differential

- A. Hours worked in the Communication Center between 15:00 and 23:00 shall receive an additional \$.50 per hour.
- B. Hours worked in the Communication Center between 23:00 and 07:00 shall receive an additional \$.75 per hour.

10. Longevity Stipend

- A. 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 be full-time or part-time, working a minimum of 20 hours per week.
- B. 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.
- C. 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.
- D. 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.

Article 19: Personnel Information

- 1. No material derogatory to any Employee covered by this agreement shall be placed in their personnel file unless a copy of the same is provided to the Employee.

2. 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.
3. The Employee shall be required to initial the file copy acknowledging receipt of same.

Article 20: Savings Clause

1. 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.
2. 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.

Article 21: No Strike or Lockout

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

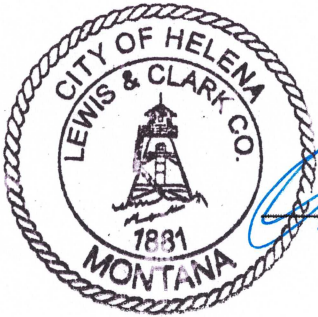
Article 22: Termination and Renewal

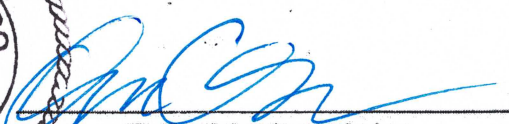
1. The effective date of this agreement is July 1, 2023, and it shall continue in full force and effect until June 30, 2025, at which time all parts of this Agreement shall expire.
2. If either party desires to open this agreement for negotiations, it shall give written notice to the other party no later 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.
3. This agreement constitutes the entire agreement between the parties and, except for the utilization of the grievance procedure to enforce its conditions, concludes all bargaining for its term.
4. 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.

This Agreement is signed and dated this 18th day of July 2023.

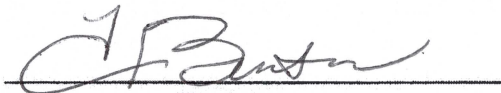
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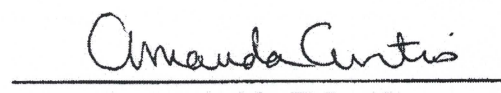




Clerk of the Commission
Dannai Clayborn


For the City of Helena

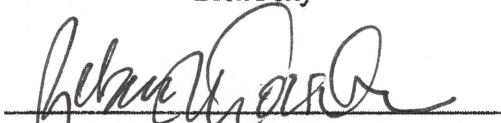
For the Federation



City Manager
Tim Burton

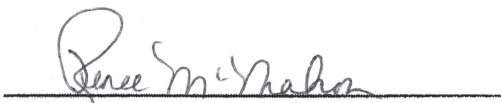

President of the Federation
Amanda Curtis

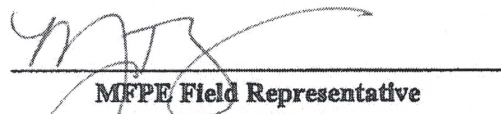

Chief of Police
Brett Petty


President of Helena Local #7790
Sherrie Johnston


City Attorney
Rebecca Dockter


Secretary of Helena Local #7790
Emma Scholl


City of Helena HR Director
Renee McMahon


MFPE Field Representative
Megan Casey

Appendix A: Wages

The following chart identifies wages for PSCs and Lead PSCs for FY 2024 and estimated FY2025 which are based on an increase of 1% or COLA, whichever is greater.

		Years in Role	FY24 Hourly	FY24 Yearly	Estimated FY25 Hourly	FY25 Yearly
PSC I 1-5 years	1	PSC I S1	\$24.3792	\$50,708.65	\$24.6230	\$51,215.74
	2	PSC I S2	\$25.5981	\$53,244.14	\$25.8541	\$53,776.58
	3	PSC I S3	\$26.8781	\$55,906.39	\$27.1469	\$56,465.45
	4	PSC I S4	\$28.2220	\$58,701.68	\$28.5042	\$59,288.69
	5	PSC I S5	\$29.6330	\$61,636.71	\$29.9294	\$62,253.07

PSC II 8-12 years	8	PSC II S1	\$30.3739	\$63,177.62	\$30.6776	\$63,809.40
	9	PSC II S2	\$30.6239	\$63,697.62	\$30.9844	\$64,447.49
	10	PSC II S3	\$30.8739	\$64,217.62	\$31.2942	\$65,091.97
	11	PSC II S4	\$31.1239	\$64,737.62	\$31.6072	\$65,742.89
	12	PSC II S5	\$31.3739	\$65,257.62	\$31.9232	\$66,400.32

PSC III 15 + years	15	PSC III S1	\$32.1582	\$66,889.06	\$32.7213	\$68,060.33
	16	PSC III S2	\$32.4082	\$67,409.06	\$33.0485	\$68,740.93
	17	PSC III S3	\$32.6582	\$67,929.06	\$33.3790	\$69,428.34
	18	PSC III S4	\$32.9082	\$68,449.06	\$33.7128	\$70,122.62
	19+	PSC III S5	\$33.1582	\$68,969.06	\$34.0499	\$70,823.85

Lead (Years within position)	1-4	Lead S1	\$33.9872	\$70,693.29	\$34.9012	\$72,594.44
	4-8	Lead S2	\$34.2372	\$71,213.29	\$35.2502	\$73,320.39
	8-12	Lead S3	\$34.4872	\$71,733.29	\$35.6027	\$74,053.59
	12-16	Lead S4	\$34.7372	\$72,253.29	\$35.9587	\$74,794.13
	16+	Lead S5	\$34.9872	\$72,773.29	\$36.3183	\$75,542.07

Appendix B: Step Progression & Previous Experience Criteria

1. New Employees *with* previous experience that meet the criteria listed below will be placed in the appropriate step after completion of the training program.
 - A. Employees will then progress through the steps (if applicable) as per the City of Helena Personnel Policy based on hire date, successful completion of the probationary period, and/or fiscal year.
2. New Employees with no previous experience as outlined in Appendix A will be placed at step one (1) upon hire and will progress through the steps per the City of Helena Personnel Policy on hire date, successful completion of the probationary period, and/or fiscal year.

Previous Experience Criteria

1. PSC I S2: Montana POST Public Safety Communicators Basic Certificate and at least one (1) year full time Public Safety Dispatch experience OR AA College Degree
2. PSC I S3: Bachelors-level College Degree OR at least two (2) years of full time Public Safety Dispatch Experience.
3. PSC I S4: Masters-level College Degree OR at least three (3) years of full time Public Safety Dispatch Experience.
4. PSC I S5: Four (4) years full time Public Safety Dispatch Experience.