

**AGREEMENT BETWEEN  
THE CITY OF HELENA  
AND  
HELENA POLICE PROTECTIVE ASSOCIATION  
AGREEMENT PERIOD**

**JULY 1, 2017 – JUNE 30, 2020**

# Table of Contents

Article	Page
Preamble.....	3
01 – Recognition.....	3
02 – Management Rights .....	3
03 – Association Security .....	4
04 – Probationary Period .....	4
05 – Representation .....	4
06 – Payroll Deduction of Dues.....	5
07 – Hours of Work-Shift Bidding .....	5
08 – Personal Property .....	8
09 – Separation of Service .....	8
10 – Association Privileges.....	8
11 – Drug Testing .....	9
12 – Labor Management Committee .....	9
13 – Leave Policies .....	9
A. Holidays .....	10
B. Annual Leave (Vacation).....	10
C. Sick Leave .....	10
D. Maternity/Parental Leave.....	11
E. Military Leave .....	11
F. Jury Duty and Witness Leave .....	11
G. Leave Without Pay .....	11
14 – Health, Safety and Welfare.....	11
A. Medical Insurance.....	11
B. Dental, Life and Vision Insurance .....	11
C. Comprehensive Liability Insurance .....	11
15 – Seniority.....	11
A. Definition.....	11
B. Seniority Roster .....	11
C. Lay-offs.....	12
D. Leave of Absence .....	12
E. Grievance of Seniority Designation.....	12
16 – Reduction in Force/Layoffs .....	12
17 – Job Posting.....	13
18 – Grievance and Arbitration.....	13
19 – Compensation .....	15
A. Salaries & Wages.....	15
B. Overtime/Comp/Call-out .....	15
C. Training.....	18
D. Reimbursement Expenses .....	18
E. Clothing Allowance .....	18
F. Equal Pay for Equal work.....	19
G. Time Changes .....	19
H. Shift Differential.....	19
I. F.T.O Pay .....	19
20 – Personnel Information.....	20
21 – Physical Fitness Program.....	20
22 – Mental Health Program.....	22
23 – Savings Clause.....	23
24 – Termination and Renewal.....	23
Signatures .....	24
Addendum “A” (Wages).....	25

## **PREAMBLE**

This agreement is made and entered into this eighteenth (18<sup>th</sup>) day of April, 2017 by and between City of Helena hereinafter referred to as the “Employer”, and the Helena Police Protective Association, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the “Association”. For the purposes of promoting and improving the understanding relative to all conditions of employment covered in this contract and providing a means of grievances in accordance with this contract.

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

### **Article: 1**

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

The City of Helena, Montana, recognizes the Association as the exclusive representative for the purpose of collective bargaining for all police officers employed by the City of Helena, Montana with the exception of the Chief of Police, the Assistant Chief of Police, Captains, Lieutenants and Sergeants. The Association is the exclusive representative for all such employees for the purpose of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment. The association reserves the right to hire an attorney as part of their exclusive representation.

### **Article: 2**

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

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

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

**Article: 3****Article Title: Association Security**

A. Contribution: Any employee who is not an Association member and who does not make application for membership shall, after thirty (30) days of employment as a condition of continuing employment, pay to the Association a service charge as a contribution toward the administration of this Agreement in an amount equal to the Association initiation fee and regular monthly dues in the same manner as check off of Association dues. Employees who fail to comply with this requirement shall be discharged by the Employer within ten (10) days after written notice to the Employer from the Association if said employee does not meet the employee's obligations by paying all arrears prior to the end of the tenth day of written notice.

B. Membership: No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Association. 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, M.C.A.

**Article: 4****Article Title: Probationary Period**

The Employer shall have one (1) year after employing a uniformed law enforcement employee to determine his/her competency and may dismiss such employee without cause during such probationary period.

If an employee uses one week (5 consecutive days) or more of sick leave, worker's compensation, light duty, or leave without pay, the probationary period will be extended by that length of time. Such time will be documented in the employee's official personnel file in the Human Resources Office. A copy of the final extension letter will be sent to the Association President.

After the probationary period, employees shall only be terminated for just cause or for reduction in force.

**Article: 5****Article Title: Representation**

A. Representation: It is recognized that employees representing the Association for the

purpose of negotiations are acting in behalf of the Association and its members and not in their capacity as employees of the Employer.

B. Association members will be allowed to attend association/labor related training while on duty and receive normal compensation for the training hours. The training and related travel/meal costs will be paid for by the Association.

A maximum of forty (40) hours in a fiscal year will be allowed and should be scheduled and approved at least thirty (30) days in advance by the Employer and the Association. If training is learned of less than thirty (30) days prior to the training date, consideration should still be given to allowing the training time to be compensated if the training does not conflict with departmental needs or cause a staffing shortage. The maximum training hours is in total, not per Association member.

The City will reimburse employees at their regular rate of pay based upon their normal shift when employees are attending collective bargaining training for their Association. This training and the time spent are not for the benefit of the City, are not within the scope and course of employment, and the employee is not deemed on-duty while attending this training. Regardless of the actual time spent at the training, this time may not be included in hours of work for purposes of overtime or compensation time.

## **Article: 6**

### **Article Title: Payroll Deduction of Dues**

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for Association dues, initiation fees, or agency shop fees. The amounts to be deducted, or any changes in such deductions, shall be certified in writing to the Employer by an authorized officer of the Association, and at least thirty (30) days in advance of any such change. Association dues and assessments shall be deducted in equal installments twice monthly or twenty four (24) times per year. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Helena Police Protective Association office by the 15<sup>th</sup> day of the succeeding month, after such deductions are made.

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

## **Article: 7**

### **Article Title: Hours of Work-Shift Bidding**

A. Work Day & Work Week:

1. **Schedule:** The work schedule shall consist of five (5) consecutive days of employment with three (3) consecutive days off in each eight (8) day period, unless the City and an employee mutually agree to a change in hours or in days off, unless an employee is called in for duty by the City. Officers assigned to special duties (e.g.: CID, MLEA, Capitol, and School Resource Officers) will have work schedules that shall consist of five (5) consecutive days of work with two (2) consecutive days off each week.

In order for all officers to work a normal 2080 hour year, each Officer on a 5/3 schedule will work an additional twenty seven (27) hours. The owed hours will be scheduled by Management throughout the fiscal year, giving the employee four (4) weeks' notice, unless mutually agreed to by the employee and their supervisor. With the approval of their supervisor, employees may apply any time that would normally be receive as overtime compensation towards the additional twenty seven (27) hours. Officers may apply physical fitness credits towards owed hours in the amount of one (1) hour per day if the Officer passes at or above the Standard #2 required time as outlined in Section 21 of this agreement. If an Officer's time is below the Standard #2, the amount of owed hours outlined in Section 21 may be applied depending on the MPAT time achieved, but the Officer will not have the ability to use physical fitness credits outlined above until after the next test and upon achievement of at least the Standard #2 time.

The Officer may use up to one (1) hour of their owed time per day to work out. The Officer must use the Airport or Law Enforcement Center fitness room and must check in and out with dispatch and the current patrol supervisor on duty in order to receive credit for owed hours. Once the Officer has fulfilled their 27 owed hours, either through physical fitness credits or additional work, any time spent working out before or after shift is on the employee's own time and not compensable by the City.

2. **Work Day:** The regular patrol work day shall be divided into the first three shifts, which shall be regularly scheduled except for necessary relief of personnel, as determined by the Chief of Police.

Shift Hours are determined by the City. The three primary shifts are listed below:

Shift 1: 6:00 a.m. to 3:00 p.m.

Shift 2: 2:00 p.m. to 11:00 p.m.

Shift 3: 10:00 p.m. to 7:00 a.m.



Officers assigned to special duties shall work from 8 a.m. until 5 p.m. (with a one hour unpaid meal break) Monday through Friday, unless mutually agreed to by the employee and supervisor.

3. Rest Breaks: Police Officers are allowed two (2) fifteen (15) minute breaks on any shift. Employees must remain in contact and be subject to duty during rest breaks.
4. Meal Break: Police Patrol Officers on the 5/3 (9 hr) and 5/2 (8 hr) schedule are allowed a thirty (30)-minute meal break on any shift. These officers must remain in contact and be subject to duty during the meal break. Police Officers on the 5/2 (8 hour plus hour lunch) schedule are allowed a sixty minute (60) meal break. This meal break is on employees' own time and unpaid.
5. Shift Bidding: Individual shift assignments shall be available for bidding, based on seniority, on a six (6) month basis. The six (6) month cycles shall be from the first day of March through the last day of August and the first day of September through the last day of February of each year. The schedule will be completed and posted two months in advance of the shift bid taking effect (January 1<sup>st</sup> for the March shift bid and July 1<sup>st</sup> for the September shift bid).

Officers who fail to submit any bid selection choice by the set deadline will be assigned to a shift by the Administration. Officers in special assignments that perform or return to patrol duties at a point after the shift bid assignments have been made are not allowed to bid shifts until the next shift bid opening. Shifts for these Officers will be determined by Administration. Administration will consider the request of the employee regarding shift assignment. The interest of the City will ultimately take precedence over the employee's request, however.

Officers will make two selections, their first and second choice. Based on seniority and department needs, assignments will be made. Officers in special assignments will not be permitted to bid. Probationary Officers will be assigned to shifts.

Corporals will receive their bid choice based on seniority at their rank (i.e.: Seniority is not based on years of service with the department, it is based on years of service as a Corporal for shift bidding).

**Article: 8****Article Title: Personal Property**

The following items shall be considered a regular part of an employee's self-furnished equipment: Prescription glasses and contacts, watch and undershirt. An officer may elect to carry a second pair of handcuffs, which may be the hinged style.

Should any of these items be lost, destroyed or damaged beyond use during the course of duty and by causes other than employee carelessness, the City will return such item to service or replace the item except to the extent insurance provides such replacement.

The reasonable replacement value of necessary glasses or contacts shall be at its full cost, while the replacement cost of each other items listed above shall not exceed \$100.00. In order to qualify for replacement, an employee must report the damage on an incident form to his/her immediate supervisor no later than the end of the next scheduled shift. The supervisor and employee must then complete and submit a 'Loss or Damage' form.

**Article: 9****Article Title: Separation of Service**

A. Termination of Employment: Confirmed employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving. A letter of suspension, demotion, reduction in pay or dismissal, for disciplinary reasons, shall also be given to the employee.

Employees who terminate their service within three years of hire, will be required to pay on a pro-rated basis, training, uniform and equipment costs. Terminating employees will receive an itemized bill no later than fifteen (15) days after the last day of employment and will be required to make payment arrangements at that time. Each employee will be required to sign a "Condition of Employment Agreement" upon acceptance of the employment offer, failure to do so will result in the offer for employment being rescinded.

B. Service Weapon: Upon a full service retirement twenty (20) years of law enforcement service with the Helena Police Department, retiring in good standing), Officers will be allowed to purchase their service weapon at fifty (50%) of the original cost as determined by the Chief of Police.

**Article: 10****Article Title: Association Privileges**

Authorized representatives of the Association will be allowed to visit the work area of employees during working hours, with approval of the shift leader, and confer on employment



related matters to the extent that such visits do not unduly disrupt the work activities of the Employer.

Association Bulletin Boards: The Employer shall provide reasonable bulletin board space for the use of the Association in communicating with its members. The Association shall be responsible to provide and maintain the bulletin board in a business-like manner.

Outside employment: Employees shall comply with the City of Helena's Personnel Policies, Section Code 8-5, in regards to outside employment.

## **Article: 11**

### **Article Title: Drug Testing**

The Employer and the Association recognize 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 its 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 sworn officers of the Helena Police Department 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: 12**

### **Article Title: Labor/Management Committee**

Labor/Management Committee: Formal LMC training will be provided to both Employer and Association by the Board of Personnel Appeals (BOPA). Following the completion of the training there shall be a Labor/Management Committee (LMC) consisting of at least three (3) Association representatives and three (3) Management representatives.

The LMC shall meet at the request of either party, but not more than once per month, to discuss matters of mutual concern. Meetings will be scheduled at a mutually agreeable time and place. This is not to be used in place of established grievance or negotiation procedures. Since appointments are voluntary, overtime provisions are not in effect.

## **Article: 13**

### **Article Title: Leave Policies**

Employees shall comply with the City of Helena's Personnel Policy Sections 3-1 through 3-9

and the following:

A. Holidays:

Officers required to work on a holiday will receive time and one-half (1½) their regular rate for hours worked plus eight (8) hours of holiday pay and one (1) hour of regular pay.

Officers on a 5/3 schedule who are on a regularly scheduled day off on a holiday will receive eight (8) hours of straight holiday compensation. In the event more officers on a 5/3 schedule are scheduled to work on a holiday than are needed, the shift supervisor may downsize ("scheduled down") the number of officers required to work. The most senior association member (according to the seniority roster) will be scheduled down. If that member does not wish to be scheduled down, they may contact the shift sergeant and make the request to work the holiday. This request must be made at least ten (10) days in advance of the holiday. Those officers scheduled down will receive holiday pay at one and one-half (1 ½) times their regular rate of pay for eight (8) hours for the day.

Officers working a standard 40 hour week, Monday through Friday, will normally be scheduled off on the holiday and receive holiday pay for the day. Officers required to work on a holiday shall receive time and one-half (1 ½) their rate for hours worked plus eight (8) hours of holiday pay. Officers on the standard 40 hour week who, at their option, request and are allowed to work on a designated holiday will be paid their normal rate and shall receive an additional day off with pay.

B. Annual Leave (Vacation): Employees shall comply with the City of Helena's Personnel Policy Section 3-1.

In the event of the death of the employee, the employee's heir is entitled to cash compensation for unused annual leave credits equal to the compensation the employee would have received if the employee had used the credit, provided the employee had worked the 6 month qualifying period. The value of unused annual leave is computed based on the employee's salary at the time of death.

C. Sick Leave: Employees shall comply with the City of Helena's Personnel Policy Section 3-2, and the following:

1. An illness that occurs during an employee's vacation time may be charged to sick leave with verification.
2. An absence due to dental care, optical care, or medical examination must have prior approval from the Chief of Police or his/her designee, provided the employee gives twenty-four (24) hour notice, unless of an emergency nature.

3. In the event of the death of the employee, the employee's heir is entitled to cash compensation for unused sick leave credits equal to one-fourth of the compensation the employee would have received if the employee had used the credit, provided the employee had worked the 90 day qualifying period. The value of unused sick leave is computed based on the employee's salary at the time of death.

D. Maternity/Parental Leave: Employees shall comply with the City of Helena's Personnel Policy Section 3-2 and 3-7.

E. Military Leave: Employees shall comply with the City of Helena's Personnel Policy Section 3-9.

F. Jury Duty and Witness Leave: Employees shall comply with the City of Helena's Personnel Policy Section 3-8.

G. Leave Without Pay: Employees shall comply with the City of Helena's Personnel Policy Section 3-5.

#### **Article: 14**

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

A. Medical Insurance: For the term of this agreement the City will contribute to medical insurance premiums in the same amount as it contributes to the plan for City employees not included in a bargaining unit.

B. Dental, Life and Vision Insurance: All full time employees are to be covered by the City of Helena dental group plan, employee life insurance group plan, and vision plan.

C. Comprehensive Liability Insurance: All Police Officers shall be covered by the City of Helena False Arrest group plan. The Employer agrees to abide by all requirements of the laws of the State of Montana and Helena City Code relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

#### **Article: 15**

##### **Article Title: Seniority**

A. Definition: Seniority means a full time employee's length of continuous service with the department since their last date of hire. Seniority shall be recognized after twelve (12) continuous months of employment with the department, and upon completion of the twelve (12) months continuous service shall date back to the first day of service.

B. Seniority Roster: The Employer shall prepare a seniority roster of all employees. Such roster shall be revised every January 1<sup>st</sup>, June 1<sup>st</sup> and within thirty (30) days after any changes in the employee roster. The roster will be given to the Association President.

C. Layoff: To be absent from the job due to layoff will be considered lost time for the purpose of seniority. However, previous service upon re-employment shall count toward longevity and seniority for up to one (1) year from the date of layoff.

D. Leave of Absence: To be absent from the job due to leave of absence without pay that exceeds fifteen calendar days will be considered lost time for the purpose of seniority. However, previous service, upon re-employment, shall count towards seniority and longevity.

E. Grievance of Seniority Designation: Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe that an error has been made. The information contained for an individual on the seniority roster shall be deemed correct if the information was not grieved within thirty (30) days from the date the information was listed in the first roster, unless the employee and the City subsequently agree to modify the information as a result of an error.

## **Article: 16**

### **Article Title: Reduction In Force/Layoffs**

1. Layoffs caused by reductions in force shall be in order of seniority within the department. That is: The employee last hired shall be the first released.

Regular employees who are scheduled to be laid off shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the department, that is: The last employee released as a result of a reduction in force shall be the first rehired when there is an increase of employees. The Employer shall notify such employees by certified mail of its intentions to rehire them.

If such employee fails to notify the Employer within ten (10) working days of the employee's intention to return to work, the employee shall be considered as having forfeited this right to re-employment. The City shall not be required to recall an employee who is no longer qualified to perform the duties of the position. Such employee shall be bypassed for recall to an open position until he/she becomes qualified or until his/her year on layoff status is completed.

2. Regular employees shall have the option of accepting part-time available shifts and/or temporary status if such a position exists or accepting layoff status. Notification to rehire permanent employees shall be given ten (10) working days before changing status of part-time and/or temporary employees to permanent status.

**Article: 17****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.

Management has the right to select employees to fill new or vacant positions.

B. Promotion Selection Process: Per SOP Volume 2, Chapter 3-Promotions Procedure.

In addition the City will include a representative of equal rank, mutually agreed upon by the Association and the City, to be a member of promotional boards for positions covered by this labor agreement.

**Article: 18****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 Association may present such grievance at the appropriate step of the grievance procedure.

C. Definition: A grievance shall be defined as a dispute or difference in interpretation between an employee or the Association, and the Employer, involving wages, hours, and conditions of employment, which are expressly provided by this contract. A grievance shall not include dismissals or suspensions of police officers.

D. Metropolitan Police Law: Because suspensions and dismissals are not covered by this Agreement, Metropolitan Police Law substance and procedure shall apply in all suspensions and/or dismissals

E. Representation Option: An employee shall have the option to have Association representation during said hearings.

F. 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. Should either party request a time extension and both parties agree, in writing and signed by both parties, the time limits may be extended.

G. Harm to Employee: Any action taken by the Employer or inaction of the Employer which



causes an employee(s) harm, either financially, physically, or with respect to employment status, that is subsequently found to have been inappropriate, shall be promptly accepted.

H. Informal Discussions: The parties herein agree that informal discussion can be beneficial and is 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 in the following manner:

I. 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:** Any Employee who is a member of the bargaining unit, who feels that his/her rights, have been violated, in accordance with the definition of grievance above, shall report the fact in writing to a current Association board member within fifteen (15) calendar days of the alleged aggrieved action or when the employee knows or should have known of the action

If the grievance committee determines that the grievance has merit they shall take up the grievance or dispute in writing with the employee's department head, or appropriate authority, within thirty (30) calendar days of the alleged aggrieved action (or within 30 days of when the employee should have known of the action). The grievance will be presented in writing and will cite the article(s) or section(s) of the collective bargaining agreement that is believed to have been violated and will outline the remedy sought by the grievant and committee. The department head or appropriate authority shall attempt to adjust the matter and shall respond in writing to the grievance committee within seven (7) calendar days of receiving the grievance.

**Step 2:** Should the reply of the department head, or appropriate authority, be unsatisfactory to the grievance committee, the grievance committee shall, within seven (7) calendar days from the date of the response from the department head, take up the matter with the City Manager, again in writing. The City Manager or designee will discuss the facts of the case with the grievance committee and shall submit his decision in writing to the grievance committee within fourteen (14) calendar days of meeting with the grievance committee.

**Step 3:** If the reply of the City Manager is unsatisfactory to the grievance committee, the grievance committee shall notify the City Manager within seven (7) calendar days of its 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 grievance committee shall notify the City Manager, or designee within seven (7) calendar days (of mediation) of its decision to submit this



controversy to arbitration. Thereupon, within fourteen (14) calendar days after such written notice is delivered to the City Manager, the City Manager and the Association shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to supply both parties with an identical list of names and addresses of seven (7) persons who have indicated a desire to provide services as arbiters.

The Association and the City Manager or designee shall, within seven (7) calendar days of the receipt of such lists, 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 so 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. Expenses for the arbiter's services shall be shared equally by the Employer and the Association.
3. It is understood by both parties to this Agreement 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.

## **Article: 19**

### **Article Title: Compensation**

A. Salaries and Wages: Conditions relative to and governing wages and salaries are contained in Addendum "A" of this Agreement, which is attached by this reference and made a part hereof as though fully set forth herein.

Time is calculated and paid to the nearest quarter hour (.25) increment.

B. Overtime and Call-Out:

1. Employees requested to work in excess of their scheduled shift (depending on scheduled shift) in any day shall be compensated at the rate of one and one-half (1

½) times the employee's regular rate of pay. All calculations for overtime pay shall include, and exclude, compensation as defined in the Fair Labor Standards Act (29 C.F.R. 778.200/224).

2. Employees called back to duty by the City of Helena from off duty shall 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 employee's regular rate of pay; unless the call back was caused by employee's failure to properly complete job assignments.

3. Court appearances: Any employee called back to appear in any court hearing outside of their scheduled work shift, except as an extension of the shift, shall be compensated at one and one-half (1 ½) the regular rate of pay for a minimum of two (2) hours. When an employee is required to appear in any court appearance on their scheduled day off they shall be compensated at one and one-half (1 ½) the regular rate of pay for a minimum of four (4) hours. Shift #3 officers last scheduled (third) day off will continue until the beginning of their first scheduled shift. For the purposes of calculating overtime the officers will be considered as a scheduled work day the rest of the business day following their last scheduled work day.

4. Shifts will not be rescheduled to avoid paying overtime unless mutually agreed upon by the City and employee.

5. Overtime/Compensatory Time:

a. All overtime must be approved by a supervisor, via an email requesting the hours of overtime.

1. If the Officer desires compensatory time instead of overtime pay he/she must request it on an Overtime Authorization Form via email.

2. Any Police Officer who is required to work in excess of their scheduled shift(depending on scheduled shift) in any day must be paid 1 1/2 times his/her regular rate for those hours in excess of those scheduled.

Compensatory time will be accumulated at the rate of 1 1/2 hours for each hour worked.

Any compensatory time which includes FTO pay will be handled as regular compensatory time except that the FTO portion of the overtime will be paid separately and not accumulated as compensatory time.

- b. All records of compensatory time worked, compensatory time taken and overtime worked by the Police Officer must be documented in the Time Report for the period the hours were worked or taken off.
- c. Non-exempt employees may accumulate compensatory time up to the greater of 80 hours or the amount stated under the City of Helena Personnel Policies-Section Code 4-2. Compensatory time may be taken at the request of non-exempt employees, within a reasonable period after the request is received if the supervisor determines the use does not disrupt the operation of the unit.
- d. Supervisors may require that compensatory time be taken at a time so as not to disrupt the operation of the Department. Supervisors may require Officers to take overtime pay in lieu of compensatory time. Accrued compensatory time for non-exempt employees will only be paid out (1) for any hours earned that exceed the maximum accumulation allowed; (2) at the time an employee terminates employment; or (3) in an emergency situation with written approval of the Chief of Police.

For clarification, the City may as permitted by law, including FLSA and its regulations, at any time and at its option, cancel future accruals, “cash-out” accrued compensatory time by paying the employee cash compensation for any accrued compensatory time, or require the employee to utilize existing accrued compensatory time.

- e. This section shall apply to regular overtime hours only. This shall not apply to Extra Work (Special Funded Details) i.e., Sporting Events, DUI Task Force, Drag Details, etc. Officers cannot receive comp time for special events.
- f. Detectives assigned to on-call duties will earn 4 (four) hours of straight compensatory time for any Saturday, Sunday, or City Holiday they are on-call. Detectives assigned to on-call duties will earn 1 (one) hour of straight compensatory time for any Monday, Tuesday, Wednesday, or Thursday they are on call. Detectives who have accrued or may accrue in excess of 80 hours of compensatory time will receive 1(one) or 4 (four) hours of straight pay based on the Detective’s hourly rate of pay for each day on-call. On-call for Saturday will begin at 1700 hrs on Friday and conclude at 1700 hrs on Saturday. On-call for Sunday will begin at 1700 hrs on Saturday and conclude at 0800 hrs the coming Monday. On-call for a holiday will begin at 1700 hrs the day before the holiday and conclude the day following the holiday

at 0800 hours. On-call for a Monday, Tuesday, Wednesday, or Thursday that are not holidays will begin at 1700 hrs that day and end at 0800 hrs the next morning.

Detectives assigned on-call duties will be available and fit for duty (i.e. no alcohol consumption) and must be available to be contacted by phone. Detectives assigned to on-call duties are not eligible for extra work assignments while on-call.

g. In the event of the death of the employee, the employee's heir is entitled to cash compensation for unused comp time credits equal to the compensation the employee would have received if the employee had used the credit. The value of unused comp time is computed based on the employee's salary at the time of death.

C. Training: When an employee is required to attend training or a meeting on other than his/her regularly scheduled shift, he/she shall be compensated at the rate of one and one half (1-1/2) times the employee's regular rate of pay for a minimum of two (2) hours. When an employee is required to attend training on his/her day off, the employee and the City shall attempt to schedule a like period of time off within the same work period. In the event no agreement is possible, the City may at its option pay the employee overtime for such time in training, or offer the employee the option overtime pay or credit at the rate of one and one-half (1-1/2) such time spent in training, as compensatory time under the rules of the Compensatory Time Policy. With the approval of their supervisor, employees may apply off duty training hours, court appearances, qualifying shoots, etc., toward the balance of hours needed to achieve 2080 for the year (See Article 7 section (A) (1)).

D. Reimbursable Expenses: Employees shall comply with the City of Helena's Personnel Policy Section 10-1.

E. Clothing Allowance:

1. The City will pay for cleaning of uniforms at a City selected cleaner up to \$20 per month for sworn officers, which may accumulate to a maximum of \$240 in any fiscal year.
2. Employees assigned to Detective shall receive a clothing allowance totaling \$600.00 per fiscal year, paid in two (2) equal parts or \$300.00 each January and June. Employees that are assigned to Detective more than one month prior to the next scheduled clothing allowance will receive the allowance the first pay period after the assignment. The officer will then receive the next clothing allowance which is scheduled at least 7 months after the assignment.
3. The City will purchase uniform clothing, equipment and accessories, including a

service pistol, for each employee in order to equip each employee to department standards.

4. All furnished uniform clothing, equipment and accessories will comfortably fit each employee at the time of issue and not to include alterations to form fit.
5. All uniforms, equipment, and accessories purchased by an employee are the property of the employee.
6. Badges, I.D. cards, uniforms, equipment and accessories furnished by the City shall be returned to the City upon separation, prior to final paycheck.
7. The City will provide officers with soft body armor vests. These vests will be the property of the city and will be assigned to each officer. The soft body armor vests will be ordered from the distributor before the warranty expiration date.

**F. Equal Pay for Equal Work:**

1. It is the responsibility of the position of Corporal to fill in as Shift Commander in the absence of the Sergeant. No additional compensation will be paid when a Corporal acts as Shift Commander.
2. When a Senior Police Officer or Confirmed Police Officer is required to perform the duties of the Shift Commander in the absence of both the Sergeant and the Corporal, the Police Officer shall be compensated at the pay rate of 5% over their current base rate. This higher compensation will begin at the start of the first shift, but will be paid only if the Police Officer works as Shift Commander the four (4) continuous hours. NOTE: There is no such position as "Acting Corporal" or "Acting Senior Police Officer" and no associated compensation.

G. Time Changes, Fall and Spring: Officers shall be paid for their regular shift during the change to standard time in the fall and back to daylight savings time in the spring.

H. Shift Differential: Officers whose patrol shift begins on or after 14:00 hours and before 22:00 hours shall receive an additional \$.50 cents per hour worked. Officers whose patrol shift begins on or after 22:00 hours and ends at or before 07:00 hours shall receive an additional \$.75 cents per hour worked. The shift differential pay does not apply to extra work shifts, or non-patrol regularly schedule shifts. Officers on overtime while working patrol duty during the listed hours will receive shift differential at the rate listed above. In the event a patrol shift is created that causes an officer to work portions of the above hours, the officer will be compensated for the shift differential for the actual hours worked during each.

I. F.T.O. pay: When an officer is trained as a Field Training Officer (FTO) and assigned



training duties with a trainee, he/she shall receive \$2.50 per hour over the basic wage for the duration of the assigned shift.

## **Article: 20**

### **Article Title: Personnel Information**

A. Examination of Files: Any employee, who requests, and by appointment, shall be permitted to examine all of the information in his or her file (Personnel records) and shall be allowed a copy of all material in his/her personnel file if it is to be used in connection with a grievance, personnel hearing, or disciplinary action.

B. Derogatory Materials: No material derogatory to any employee covered by this Agreement shall be placed in the employee's personnel file unless a copy of same is provided the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which shall also be included in the employee's personnel file.

## **Article: 21**

### **Article Title: Physical Fitness Program**

The Helena Police Department recognizes the importance of its officers maintaining a level of fitness that will keep them physically able to perform the requirements of their jobs.

Many law enforcement tasks require physical effort; the outcome of these tasks may depend upon the officer's ability to complete the physical task at hand.

The goal of this program is to establish a fitness and incentive program to encourage department members to exercise regularly and maintain healthy lifestyles.

Sworn Helena Police Department members will have the option to participate in the Physical Fitness Program. The Helena Police Department will offer the Montana Physical Abilities Test (MPAT) as the fitness measure. The MPAT is the standard physical fitness test that has been adopted by the Montana Law Enforcement Academy (MLEA) and the Montana Law Enforcement Testing Consortium (MTLETC).

The test will be administered at least two times per year as scheduling and equipment permits. The Officer will not be eligible to apply work-out time towards owed hours as outlined in Section 7 of this agreement until the requirements have been met.

The Standard #3, or Basic Entry Time, will be the accepted MLEA minimum entrance time as of the date that the department test is administered.



Owed hours or compensatory time will be awarded based on individual scores according to the following scale:

	<b>MPAT Time</b>	<b>Owed hours/Compensatory Time</b>
<b>Above Standard #1</b>	<b>3 minutes or less</b>	<b>20 hours</b>
<b>Above Standard #2</b>	<b>3 minutes 30 seconds to 3 minutes 1 second</b>	<b>16 hours</b>
<b>Standard #0</b>	<b>4 minutes to 3 minutes 31 seconds</b>	<b>14 hours</b>
<b>Standard #1</b>	<b>4 minutes 30 seconds to 4 minutes 1 second</b>	<b>12 hours</b>
<b>Standard #2</b>	<b>4 minutes 51 seconds to 4 minutes 31 seconds</b>	<b>8 hours</b>
<b>Standard #3-Current minimum standard set by the MLEA for Basic Course entry</b>	<b>MLEA Basic Entry Time: See language above</b>	<b>4 hours</b>
<b>Standard #4-Honest Effort</b>	<b>Above Standard #3</b>	<b>1.5 hours</b>

Employees who have accrued the maximum allowable compensatory time and who have satisfied the owed hours are entitled to one hour of overtime for achieving standard #2 above.

Standard #4 time with an award of 1.5 hours of either owed hours or compensatory time was added in recognition that every Officer was “compensated” for attending. It was further agreed that no overtime compensation or additional compensatory time would be awarded for the testing. Overtime provisions in the contract (Article 19-Compensation) do not apply to the physical fitness test.

Officers may complete the physical fitness test either on or off-duty depending on the testing schedule, Officers schedule, and/or Officers preference to take off-duty even if the test was offered during a regularly scheduled shift. The testing process normally takes less than .25 hours, which includes “rehab” time.

Officers completing the physical fitness test on-duty will be paid their regular rate of pay for their attendance. Based on the passing time of each Officer, they will be awarded the time outlined in Section 21 to apply to owed hours or receive compensatory time as well as the ability to apply off-duty workout time (if passed at acceptable level) to existing owed hours. No additional compensation will be given.

Officers completing the physical fitness test off-duty, either by choice or because of the test schedule, based on the passing time of each Officer, will be awarded the time outlined in Section 21. The hours may be applied to owed hours or compensatory time as well as giving the Officer the ability to apply off-duty workout time (if passed at acceptable level) to existing owed hours.

No additional compensation will be awarded.

Owed hours, compensatory time or, if applicable, overtime and related incentives will be awarded once the tests are completed. Any adjustments to the fitness standards will be addressed through the Labor-Management Committee.

## **Article: 22**

### **Article Title: Mental Health Program**

**Mental Health:** The Helena Police Department recognizes the type of work and the cumulative effects of stress on the ability for employees to effectively perform their duties and to keep up on the requirements of their job and performance. The purpose of this program is to establish a voluntary mental health incentive program to encourage department members to take care of their mental health and to continue to encourage a healthy lifestyle.

The department will work with our current Employee Assistance provider Reliant Behavioral Health (RBH) to provide services to the employees. Employees will have access to the number of visits that are offered per employee per issue per year. The employee will contact RBH at 1-866-750-1327. The employee will choose from the list of providers provided and request a session with a counselor. The employee will need to go through this procedure for making the appointment unless they are currently using a counselor that fits these criteria. This would enable the employee to continue with a current provider.

The employee can attend one session with a counselor from January 1<sup>st</sup> through December 31<sup>st</sup> of the calendar year to qualify for this incentive. Once they have attended the session, the employee will have the counselor sign an attendance slip which the employee will provide to the Human Resources Office, Payroll Specialist. The employee will then be compensated with two (2) hours of straight comp time. This will then be placed into the employees comp time balance by Human Resources. The Department will not be informed who attended a session. Each employee may capitalize on this incentive one time per year, earning a maximum of 2 hours of comp time.

Employees who have accrued the maximum allowable compensatory time of 80 hours will not accrue the two (2) hours. The employee may attend more sessions with RBH but will only receive comp time for the one session.

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. The employee will be compensated by being awarded the two (2) hours of comp time for attending the session.

Any adjustments to the incentive program will be addressed through the Labor-Management Committee.

**Article: 23**

**Article Title: Savings Clause**

A. Severability: If any section, subdivision, paragraph, sentence, clause, phrase or other part of the Agreement is determined or declared to be contrary to or in violation of any State or Federal or City law, the remainder of this Agreement shall not hereby be affected or invalidated.

B. Replacement: In the event of any of these provisions being declared illegal, invalid, increased, decreased or adjusted by a legislative act, the parties shall mutually agree to meet and negotiate a substitute provision within ten calendar days.

**Article: 24**

**Article Title: Termination and Renewal**

A. Term: This Agreement, including all addenda, shall remain in full force and effect from the first (1st) day of July 2017 or the date of the signing of the collective bargaining agreement, whichever is later, to the thirtieth (30th) day of June 2020.

B. Reopening: After June 30, 2020 the contract shall renew itself for a period of one year thereafter, unless either party shall notify the other in writing at least sixty days prior to the expiration date that they desire to terminate, amend or modify the Agreement.

C. Bargaining Schedule: In the event such notice is given, the parties agree to begin negotiations not less than sixty (60) days prior to the expiration date.

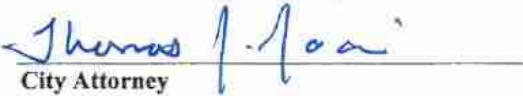
**In Witness Whereof**

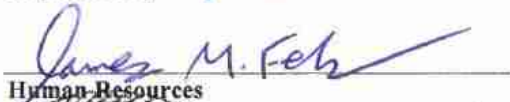
The City of Helena and the Helena Police Protective Association, have caused this Agreement to be duly executed and attested to this 1<sup>st</sup> day of May, 2017 .

**FOR THE CITY OF HELENA, MONTANA**

  
City Manager

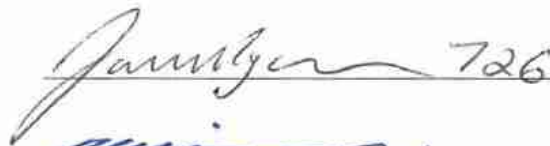
  
Chief of Police

  
City Attorney

  
Human Resources



**FOR THE HELENA POLICE PROTECTIVE ASSOCIATION**

 726

 761

## **ADDENDUM "A" - WAGE AGREEMENT**

Effective July 1, 2017 (FY18) or the date of the signing of the collective bargaining agreement—whichever date is later.

<b>Step</b>	<b>Hourly Rate</b>	<b>Step</b>	<b>Hourly Rate</b>
1	\$ 24.2450	11	\$ 30.0850
2	\$ 25.2706	12	\$ 30.3300
3	\$ 26.3395	13	\$ 30.5750
4	\$ 27.4537	14	\$ 30.8200
5	\$ 28.6150	15	\$ 31.1700
6	\$ 28.8600	16	\$ 31.5200
7	\$ 29.1050	17	\$ 31.8700
8	\$ 29.3500	18	\$ 32.2200
9	\$ 29.5950	19	\$ 32.5700
10	\$ 29.8400	20	\$ 32.9200

Corporal	\$ 34.5660
----------	------------

Effective July 1, 2018 (FY 19) the FY18 matrix will be increased by the City Commission approved COLA.

Effective July 1, 2019 (FY 20) the FY19 matrix will be increased by the City Commission approved COLA unless the Association notifies the City in writing by May 1, 2019 of their intention to open the wages section only (Addendum A) of this agreement. If the Association chooses to open the section, any wage increase (including Commission Approved COLA), will be negotiated. Further, if the Association opens wages, the City has the right to open one (1) article of the contract of its choosing.

New employees with previous experience listed below will start at step one (1) and move to the appropriate step (up to Step 5) based on criteria outlined below the first pay period after successful completion of the FTO program. Employees will then progress to the next step (if applicable) upon successful completion of their probationary period and annually thereafter based on hire date until reaching step twenty (20).

New employees with no previous experience as outlined below will be placed at step one (1) upon hire and will move to step two (2) at the successful completion of the probationary period. Progression through the steps will be annually thereafter based on hire date until reaching step twenty (20).

**Previous Experience Criteria**

**Step 2:** Accepted Montana POST certification with one (1) to three (3) years full time law enforcement employment, OR BA or MA college degree, OR at least two (2) years full time military experience.

**Step 3:** Accepted Montana POST certification with three (3) years full time law enforcement employment.

**Step 4:** Accepted Montana POST certification with four (4) years full time law enforcement employment.

**Step 5:** Accepted Montana POST certification with five (5) years full time law enforcement employment.

Computation: All wages shall be recorded, computed and paid on an hourly basis.