

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

**JULY 1, 2011 - JUNE 30, 2014**

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## PREAMBLE

This agreement is made and entered into this twenty-ninth (29<sup>th</sup>) day of July, 2011 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.

### **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 a 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: Nondiscrimination**

A. Nondiscrimination: The Employer agrees not to discriminate against any employees for their activity on behalf of, or membership in, the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, color, creed, religious beliefs, national origin, sex, age, physical or mental handicap, marital status, political beliefs, genetic information, membership or non-membership in the Union.

B. 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.

C. 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 maximum amount of hours allowed per fiscal year shall be forty (40) hours maximum beginning July 1, 2011. 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, and except for special duties (e.g.: warrants, CID and School Resource Officers).

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 two (2) 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 40<sup>th</sup> percentile (4 minutes 51 seconds) as outlined in Section 21 of this agreement. If an Officer's time is below the 40<sup>th</sup> percentile, 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 40<sup>th</sup> percentile time.

The Officer may use up to one (1) hour of their own 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 listed below, which shall be regularly scheduled except for necessary relief of personnel, as determined by the Chief of Police.

Along with other shifts to be determined by the City, the recognized shifts shall be:

Shift 1: 6:00 a.m. to 3:00 p.m.    Shift 6: 9:00 a.m. to 6:00 p.m.  
Shift 2: 2:00 p.m. to 11:00 p.m.    Shift 7: 6:00 p.m. to 3:00 a.m.  
Shift 3: 10:00 p.m. to 7:00 a.m.    Shift 8: 6:00 a.m. to 2:00 p.m.  
Shift 4: 8:00 a.m. to 5:00 p.m.    Shift 9: 2:00 p.m. to 10:00 p.m.  
Shift 5: 7:00 a.m. to 4:00 p.m.    Shift 10: 10:00 p.m. to 6:00 a.m.

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. Police Officers on the 5/2 (9 hour) schedule are allowed a sixty minute (60) meal break. Employees must remain in contact and be subject to duty during the meal break.
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.

Officers who fail to submit any bid selection choice by the set deadline will be assigned to a shift by the Administration.

Officers will make two selections, their first and second choice. Based on seniority and department needs, assignments will be made. The HUD, Special Details Officer, and other special assignments will not be permitted to bid. Corporals will receive their bid choice based on seniority at their rank (ie: Seniority is not based on years of service with the department, it is based on years of service as a Corporal for shift bidding). Probationary Officers will be assigned to shifts.

**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 item 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 50-4, 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 random 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 Section 81-3 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. 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 81-1.

C. Sick Leave: Employees shall comply with the City of Helena's Personnel Policy Section 81-2, 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) hours notice, unless of an emergency nature.

3. In the event of the death of the employee, unused earned sick shall be paid to the employee's heir(s) in accordance with calculations provided in 81-2; (2).

D. Maternity/Parental Leave: Employees shall comply with the City of Helena's Personnel Policy Section 81-2(8), 81-2(9) and 81-6.

E. Military Leave: Employees shall comply with the City of Helena's Personnel Policy Section 81-8.

F. Jury Duty and Witness Leave: Employees shall comply with the City of Helena's Personnel Policy Section 81-7.

G. Leave Without Pay: Employees shall comply with the City of Helena's Personnel Policy Section 81-4 and 81-5.

H. Sick leave incentive: Due to the nature of the work and the goals of decreasing unscheduled time off and reducing over time coverage, the following trial incentive will be in place from July 1, 2011 through June 30, 2012. At the completion of the trial period, the incentive will cease, and Management will review the results of the trial and is not bound to continue the incentive. If at that time, Management chooses to continue the incentive, a memorandum of understating will be written and attached to the contract.

Employees that do not call in sick for the three (3) month quarter this includes coming to work and going home sick, or using vacation and/or comp time in place of sick leave, will receive four (4) hours of compensatory time on the first pay period following the end of the quarter. Quarters shall be January-March, April-June, July-September, October-December. Employees will continue to accrue four (4) hours of compensatory time for every three (3) month quarter they do not call in sick, for a maximum of sixteen (16) hours a year. Employees already at the eighty (80) hour comp time maximum, will not be eligible for additional comp time.

The employee will be responsible for sending a written request to their shift supervisor requesting the comp time award at the end of each quarter. Sick time used for pre-scheduled, pre-approved appointments such as medical, dental, and vision, time used for bereavement leave, sick leave donated to another employee, or because an employee is on workers compensation will not count against the employee for purposes of the award.

**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. Workers Compensation/Industrial Accident:
  - 1. The health and safety of all employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Worker's Compensation on its employees. Employees are directed to report all personal injuries received in their course of employment to the Employer during the shift in which the incident or injury occurred, unless emergency circumstances prevent on-shift reporting. Events of athletic or group activity while in non-paid status, with the exception of the use of the on-site Weight Training Room or other Employer sanctioned training events, will not be covered.
  - 2. If an employee loses time because of an injury sustained in the line of duty for which he/she qualifies for compensation under the Worker's Compensation Act, he/she shall receive compensation equal to normal pay for the time of compensated disability with the Employer paying the difference in the amount of such compensation received from the Worker's Compensation Division and the normal amount of monthly pay for a period not to exceed one year. However, such period may be extended beyond one (1) year upon application and approval of the City Manager on a month to month basis. Any other factors of the law shall apply if covered. In all cases, the normal pay of an employee shall be adjusted to exclude taxes, pension contributions, Workers Compensation payments, etc., per the provisions of 7-32-4132, M.C.A.
- D. 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 mean any complaint by an employee or the Association that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement but shall not include dismissals or suspensions of police officers.

D. Metropolitan Police Law: Metropolitan Police Law procedure under the State Law shall apply in all suspensions and/or dismissals that are not in conflict with the above paragraph and the metropolitan police procedure for suspensions and/or dismissals shall be followed.

E. Representation Option: An employee shall have the option to have Association representation and/or an attorney for 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:

**Step 1:** Any Employee who is a member of the bargaining unit, who feels his/her rights have been violated shall report the fact in writing to a steward within five (5) working days of the aggrieved action.

2. If the grievance committee decides the grievance is justified they shall take up the grievance or dispute with the employee's department head, or appropriate authority, within three (3) working days. The department head or appropriate authority shall attempt to adjust the matter and shall respond in writing to the grievance committee within five (5) working days.

**Step 2:** Should the reply of the department head, or appropriate authority, be unsatisfactory, the grievance committee shall, within five (5) working days from the due date of the response from the department head, take up the matter with the City Manager. The 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 ten (10) working days.

**Step 3:** If the reply of the City Manager is unsatisfactory, the Association shall notify the City Manager within three (3) days of its decision to submit this controversy to arbitration. Thereupon, within ten (10) working 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 five (5) working 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 two (2) working days and be asked to start proceedings at his/her earliest possible 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 of eight (8), nine hours (9), or ten (10) (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 employees 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.
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 over eight (8), nine (9), or ten (10) hours (depending on scheduled shift) in any day must be paid 1 1/2 times his/her regular rate. 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 attached to 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 80-2. 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 it's 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.
- f. Detectives assigned on-call duties on Saturdays, Sundays or holidays will earn four (4) hours of straight compensatory time for each day on-call. Detectives who have acquired or may acquire in excess of 80 hours of compensatory time will receive four (4) hours of straight overtime based on the Detectives hourly rate of pay for each day on-call. On-call hours begin at 1700 hrs on Friday and conclude at 0630 hrs Monday.

Detectives assigned on-call duties on a holiday will be available and fit for duty (i.e. no alcohol consumption) and shall monitor the assigned department cell phone. (See MOU dated 11/04)

Detectives assigned to on-call duties are not eligible for extra work assignments while on-call.

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 70-1.

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. If the employee is not assigned for a full fiscal year, the amount to be paid is pro-rated on the number of months in the assignment.
2. The City will continue to purchase uniform clothing, equipment and accessories, including a service pistol, for each employee in order to equip each employee to department standards. The term 'equipment and accessories' shall include a 'mini-mag' type flashlight and belt case, and a pair of barrier type gloves to be selected by the City which shall be cleaned or replaced as required by use during official duty.
3. 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.

4. All uniforms, equipment, and accessories purchased by an employee in this unit prior to the acceptance of this agreement are the property of the employee.
  5. Badges, I.D. cards, uniforms, equipment and accessories furnished by the City shall be returned to the City upon termination, prior to final paycheck.
  6. 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. Longevity: Upon completion of execution of this agreement by both parties, longevity will be rolled into the base wage with additional steps added to the salary matrix to account for longevity.
- G. 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 Office 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.
- H. 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.
- I. 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.

J. 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 \$2.00 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 be required 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. If an Officer is unable to attend the scheduled test(s) due to an illness or injury that has been certified by a physician or a prior scheduled obligation approved by command staff, reasonable efforts will be made to provide a make-up test. If it is not possible to make up the test

due, the Officer will not be disciplined for not participating. 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.

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

<b>MPAT Passing Percentile</b>	<b>MPAT Time</b>	<b>Owed hours/Compensatory Time</b>
<b>60<sup>th</sup></b>	<b>4 minutes 30 seconds or less</b>	<b>12 hours</b>
<b>40<sup>th</sup></b>	<b>4 minutes 51 seconds or less</b>	<b>6 hours</b>
	<b>5 minutes 30 seconds or less</b>	<b>4 hours</b>
	<b>5 minutes 31 seconds or more</b>	<b>1.5 hours</b>

Employees who have accrued the maximum allowable compensatory time and who have satisfied the owned hours are entitled to one hour of overtime for being in the 40<sup>th</sup> percentile.

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: 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 with ten calendar days.

**Article: 23**

**Article Title: Termination and Renewal**

A. Term: This Agreement, including all addenda, shall remain in full force and effect from the first (1<sup>st</sup>) day of July 2011, to the thirtieth (30<sup>th</sup>) day of June 2014.

B. Reopening: After June 30, 2014 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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE CITY OF HELENA, MONTANA**

**FOR THE HELENA POLICE PROTECTIVE ASSOCIATION**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_

\_\_\_\_\_  
**Chief of Police**

\_\_\_\_\_

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_

\_\_\_\_\_  
**Human Resource Director**

\_\_\_\_\_

(SEAL)

## ADDENDUM "A" - WAGE AGREEMENT

Effective July 1, 2011 (FY12)

Step	Hourly Rate	Step	Hourly Rate
1	\$ 20.6154	11	\$ 25.4899
2	\$ 21.6066	12	\$ 25.6415
3	\$ 22.5978	13	\$ 25.7932
4	\$ 23.5890	14	\$ 25.9448
5	\$ 24.5802	15	\$ 26.0964
6	\$ 24.7318	16	\$ 26.2480
7	\$ 24.8834	17	\$ 26.3996
8	\$ 25.0351	18	\$ 26.5513
9	\$ 25.1867	19	\$ 26.7029
10	\$ 25.3383	20	\$ 26.8545

Corporal	\$ 28.5502
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Effective July 1, 2012 (FY13) The below matrix will be increased by the City Commission approved COLA.

Step	Hourly Rate	Step	Hourly Rate
1	\$ 21.2158	11	\$ 25.8024
2	\$ 22.0569	12	\$ 26.0061
3	\$ 22.8980	13	\$ 26.2098
4	\$ 23.7391	14	\$ 26.4135
5	\$ 24.5802	15	\$ 26.6172
6	\$ 24.7839	16	\$ 26.8209
7	\$ 24.9876	17	\$ 27.0246
8	\$ 25.1913	18	\$ 27.2283
9	\$ 25.3950	19	\$ 27.4320
10	\$ 25.5987	20	\$ 27.6357

Corporal	\$ 29.0174
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Effective July 1, 2013 (FY14) the FY13 matrix will be increased by the City Commission approved COLA unless the Association notifies the City in writing by May 1, 2013 their intention to open the wages section only (Addendum A) of this agreement. If the Association chooses to open the section, any wage increases (including Commission Approved COLA), will be negotiated.

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.