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AGREEMENT BETWEEN

THE CITY OF HELENA

AND

HELENA POLICE PROTECTIVE ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2023-JUNE 30, 2026

Table of Contents

Article	Page
Preamble	4
01 – Recognition	4
02 – Management Rights	4
03 – Association Security	5
04 – Probationary Period	5
05 – Representation and Labor-Related Trainings	5
A. Representation.....	5
B. Time Limitation	6
C. Status While Training	6
06 – Payroll Deduction of Dues.....	6
07 – Hours of Work-Shift Bidding	6
A. Workday and Workweek	6
08 – Personal Property	10
09 – Separation of Service	10
A. Termination of Employment.....	10
B. Service Weapon	10
10 – Association Privileges and Outside Employment.....	11
A. Association Privileges.....	11
B. Association Bulletin Boards	11
C. Outside Employment:	11
11 – Drug Testing	11
12 – Labor/Management Committee	11
13 – Leave Policies	12
A. Holidays	12
B. Annual Leave (Vacation)	13
C. Sick Leave.....	13
D. Maternity/Parental Leave	14
E. Military Leave.....	14
F. Jury Duty and Witness Leave	14
G. Leave Without Pay.....	14
14 – Insurance Coverage.....	14
A. Medical Insurance	14
B. Dental, Life and Vision Insurance	14
C. Comprehensive Liability Insurance	14
15 – Seniority	14
A. Definition	14
B. Seniority Roster	14
C. Lay-offs.....	14
D. Leave of Absence.....	14
E. Grievance of Seniority Designation.....	15
16 – Reduction in Force/Layoffs	15
17 – Job Posting	15
18 – Grievance and Arbitration Procedure	16
A. Association Representation.....	16
B. Bypassing Steps	16
C. Grievance Definition.....	16
D. Time Limits.....	16
E. Parties to be Bound by Outcome of Process.....	16

F. Informal Discussions	16
G. Contents of Grievance.....	17
H. Procedure	17
I. No Strike	18
19 – Compensation	18
A. Salaries and Wages	18
B. Overtime and Call-Out.....	19
C. Training.....	22
D. Reimbursable Expenses	22
E. Clothing Allowance	22
F. Equal Pay for Equal work.....	23
G. Time Changes	23
H. Shift Differential	23
I. Special Assignments	24
J. Relocation Reimbursement.....	25
K. Sleep Safety	25
L. Retroactive Pay	25
20 – Personnel Information.....	25
A. Examination of Files	25
B. Derogatory Materials	25
21 – Physical Fitness Program	25
22 – Mental Health Program	27
23- Discipline.....	28
24 – Savings Clause.....	39
A. Severability	39
B. Replacement.....	39
25 – Termination and Renewal.....	39
A. Term	39
B. Interim Reopening	39
C. Renewal and Bargaining Schedule	39
Signatures.....	41
Addendum “A” (Wages).....	42

PREAMBLE

This agreement is made and entered into this _____ by and between the City of Helena hereafter referred to as the "Management" 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 purpose 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 Management 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. A member of the bargaining unit is herein referred to as "employee."

The Association and Management reserve 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 Management, 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 mission 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

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

Management 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 40 consecutive hours 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.

A probationary period may be extended for up to six (6) months if an employee has not satisfactorily met the job requirements in the first twelve months. The department head, human resources director and city manager must approve all extensions. The human resource department must approve strict guidelines and standards that are set forth for the extended probationary period. If the probationary employee does not meet the standards during the additional time period, they will be dismissed if they are a new employee or may be dismissed or transferred back to their old position or similar position if they were promoted.

Article: 5

Article Title: Representation and Labor-Related Trainings

A. Representation: It is recognized that employees representing the Helena Police Protective Association for the purpose of negotiations are acting on behalf of the Association and its members and not on behalf of the Helena Police Department.

B. Time Limitation: Designated Association members will be allowed to attend association/labor-related training while on duty and receive normal compensation for these association/labor-related training hours, up to a maximum of 80 (eighty) hours in a fiscal year. The City will reimburse employees at their regular rate of pay based upon their normal shift when employees are attending collective bargaining training for the Helena Police Protective Association. This time may not be included in hours of work for purposes of overtime or compensation time. Travel expenses and meals are paid by the Association. These hours should be scheduled and approved at least 30 (thirty) days in advance. If association/labor-related training is learned of less than 30 (thirty) days prior to the date, consideration should still be given to allowing the designated member to attend if such attendance does not conflict with departmental needs or cause a staffing shortage. The maximum 80 (eighty) hours is a total, not an amount for each Association member. Unused hours carry to the next fiscal year, not to exceed the length of the contract term. The Association will track this time.

C. Status While Training: Time spent attending association/labor-related trainings under this article is not for the benefit of the City and the employee is not deemed to be on-duty while attending such training.

Article: 6

Article Title: Payroll Deduction of Dues

Management 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 a representative of the City of Helena 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 15th day of the succeeding month, after such deductions are made.

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

Article: 7

Article Title: Hours of Work-Shift Bidding

A. Workday and Workweek:

1. Patrol Schedules:

The patrol schedule shall consist of four (4) consecutive workdays with three (3) consecutive days off in a seven (7) day period, unless Management and an employee mutually agree to a change in hours or in days off, or employee is called in for duty by Management.

The patrol workday shall be divided into four (4) shifts, which shall be regularly scheduled except for necessary relief of personnel, as determined by the Chief of Police.

Shift Hours are determined by Management. The four shifts are:

Shift 1: 6:00 a.m. to 4:00 p.m.

Shift 2: 10:00 a.m. to 8:00 p.m.

Shift 3: 4:00 p.m. to 2:00 a.m.

Shift 4: 8:00 p.m. to 6:00 a.m.

a. Workday: The workday shall be regularly scheduled for ten (10) hour shifts described above. Any change to an employee's schedule shall be made at least two (2) weeks in advance unless mutually agreed upon by the employee and management.

b. Rest Breaks: Employees are allowed two (2) fifteen (15) minute breaks on any shift. Employees must remain in contact and be subject to duty during rest breaks.

c. Meal Break: Employees on the 4/10 (10 hr) and the 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.

d. Shift Bidding: Patrol officers are assigned to their shift for six (6) months. Twice a year, patrol officers are given an opportunity to bid to work a shift.

There are two, six (6) month shift cycles: 1) March 1 – August 31 and 2) September 1 – February 28/29 (the last day of February). Employees will be notified in advance of the shift bid process and deadline. Shift awards are based on seniority. After bidding ends, shifts will be completed and posted two months in advance (January 1 for the March – August shift and July 1 for the September – February shift). Employees who fail to submit any bid selection by the set deadline will be assigned to a shift by Management.

Employees in special assignments are not permitted to bid. Probationary Officers are also not eligible to bid on shifts and 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 in the rank as a Corporal for shift bidding).

Special Assignments (CID, SRO): Employees in special assignments that perform or return to patrol duties after the shift bid assignments have been made, are not allowed to bid shifts until the next shift bid opening. Shifts for Employees on special assignments will be determined by Management. Management will consider the request of the employee regarding shift assignment.

2. CID Schedules

The CID Detectives can choose between one of two schedules. Those schedules shall be a 4-10 schedule and a 5-8 schedule.

The 4-10 schedule consists of four (4) ten-hour workdays with three (3) days off in a seven (7) day work week, unless the city and an employee mutually agree to a change in hours or in days off, or employee is called in for duty by the City. Only one Detective will have Monday off, and only one will have Friday off during the workweek. Detectives can select Tuesday, Wednesday or Thursday off, but no more than two Detectives can be off on any single day.

The day off bids for the MATIC and MRDTF detectives will not be dependent on the other CID detectives.

The 5-8 schedule consists of five (5) eight-hour work days with two (2) days off in a seven (7) day work week. The workday shall be a straight hour day with no hour-long break for lunch.

All detectives will have Saturday and Sunday off.

Detectives may be allowed to choose a flex-schedule on a case-by-case basis with approval of the CID Sergeant and Commander. These schedules shall consist of a 40-hour work week and will not change week to week unless approved. The schedule should not interfere with staffing needs or work productivity.

- a. Workday: Detectives on a 4-10 will select one of two options for scheduled ten (10) hours shifts for the entire week (i.e., they won't change shifts during the

workweek) unless mutually agreed upon by the employee and management.

They will work either 0700-1700 or 0800-1800.

- b. Rest Breaks: Detectives are allowed two (2) fifteen (15) minute breaks on any shift. Employees must remain in contact and be subject to duty during rest breaks.
 - c. Meal Breaks: Detectives are allowed a thirty (30)-minute meal break on any shift. These Detectives must remain in contact and be subject to duty during the paid meal break. Detectives may request the use of compensatory time or annual leave to take unpaid meal breaks (where they are unavailable for work-related activities).
 - d. Shift Bidding: Detectives on a 4-10 schedule will choose days off based on seniority in the department. Detectives may be assigned days off by the detective Sergeant or administration due to the needs of the department. Bidding will take place at least once a year but not more often than once every three months.
 - e. Detectives will retain their ability to work out for one and one quarter (1.25) hour during shift if they've met the requirements outlined in the current HPPA contract.
 - f. The City and HPPA agree that the City may require Detectives to revert to a 5-8 schedule due to legitimate business needs (e.g. training week, staffing shortages or other needs as determined by police administration). Two (2) weeks' notice should be given to employees before any schedule changes unless mutually agreed upon by the employee and management.
3. SRO and other special assignment schedules:
 - a. School resource officers will work five (5) eight (8) hour shifts in a seven (7) day week.
 - a) SRO hours will be 0730 to 1530.
 - b) SROs will retain their ability to work out for one and one quarter (1.25) hour during shift as outlined in Article 21 of the Collective Bargaining Agreement
 - c) An employee will be given two (2) weeks' notice prior to any schedule change unless mutually agreed upon between the employee and management.

- b. Employees and management shall work to find a mutually agreed upon schedule if not already outline in this section.

In the event Management or the Association mutually desire to temporarily implement a shift schedule as recommended by the 2023 ETICO study, HPPA and Management will agree on and sign a Memorandum of Understanding. The parties recognize a benefit to trying the ETICO recommended shift schedule before committing to one on a permanent basis.

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, Management 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 other items listed above shall not exceed \$100.00. In order to qualify for replacement, an employee must report the damage to his/her immediate supervisor no later than the end of the next scheduled shift. The employee must submit a receipt for the replaced item to receive reimbursement for the lost or damaged item.

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 training, uniform, and equipment costs on a pro-rated basis. 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, if such arrangements have not previously been made. Each employee will be required to sign a "Condition of Employment Agreement" stating the repayment provisions herein, 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 are eligible to receive their service weapon as determined by the Chief of Police.

Article: 10**Article Title: Association Privileges and Outside Employment**

A. Association Privileges: Authorized representatives of the Association will be allowed to visit the work area of employees during working hours, with approval of the officer in charge, and confer on employment related matters to the extent that such visits do not unduly disrupt the work activities of the Helena Police Department.

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

C. Outside Employment: Employees shall comply with the City of Helena's Personnel Policies, Section Code 8-5, regarding outside employment.

Article: 11**Article Title: Drug Testing**

The City of Helena and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, use of marijuana, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Helena Police Department. The City 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 City of Helena 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 City of Helena.

Article: 12**Article Title: Labor/Management Committee**

Labor/Management Committee: Formal LMC training will be provided to both Management 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. All Parties recognize that an amendment to this agreement that is a mandatory subject of bargaining will require formal bargaining between the City and the HPPA. Meetings will be scheduled at a mutually agreeable time and place and shall include a minimum of two members from each Management and HPPA. 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 3-10 and the following:

A. Holidays: Full-time employees assigned to patrol shifts shall be credited one (1) eight (8) hour paid holiday annually for each of the holidays recognized in City Personnel Policy Section 3-4, whether employee physically works the holiday or not, at the beginning of each fiscal year. Employees must be in a pay status the normally scheduled working day prior or after a holiday to receive credit. Holidays may be taken as consecutive days, individual days, or hourly.

SROs or other special assignments will normally be scheduled off on a holiday. If one of these employees are required to work on a holiday, they will be paid their normal rate and shall receive 8 hours of banked holiday.

CID detectives will normally be scheduled off on a holiday. However, with supervisor approval, CID detectives may choose to work on a holiday. With approval, the CID detective will be scheduled off and receive eight (8) hours of holiday pay for the day. The detective shall use 2 hours of vacation or comp to complete their 10-hour day. Alternatively, the detective may work 2 hours to complete their 10-hour day. If one of these employees is required to work on a holiday, they will be paid their normal rate and shall receive 8 hours of banked holiday.

CID detectives whose regularly scheduled day off falls on a holiday and do not work will receive 8 hours of banked holiday.

Banked holiday hours may be taken as consecutive days, individual days, hourly on the actual holiday, or hourly. Employees shall not carry over any banked holidays from one (1) fiscal year to the next. Probationary employees may only use holiday leave on the day of the holiday or cash-out holiday pay for holidays that have passed.

Confirmed employees have the option to cash-out holiday credits on an hour-for-hour basis, up to a maximum of 48 hours in a fiscal year. To cash-out holiday credits, an employee shall designate the amount of holiday they wish to cash-out on their time sheet for that respective pay period. Holiday cash-out shall be at the employees' "base" hourly rate as stated in Appendix A and shall not be counted as wages for purposes of the City's overtime liability.

Confirmed employees who terminate their employment shall be entitled to receive compensation at their regular rate of pay for any holidays that have passed and have not yet been taken. Any terminating employee shall have deducted from their final pay any amount of paid holiday leave for holidays that have not occurred in the year as of the time of termination.

In the event of the death of an employee, unused earned holiday time shall be paid to the employee's heir.

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 wage 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 wage at the time of death.

D. Maternity/Parental Leave: Employees shall comply with the City of Helena's Personnel Policy on that subject.

E. Military Leave: Employees shall comply with the City of Helena's Personnel Policy on that subject.

F. Jury Duty and Witness Leave: Employees shall comply with the City of Helena's Personnel Policy on that subject.

G. Leave Without Pay: Employees shall comply with the City of Helena's Personnel Policy on that subject.

Article: 14

Article Title: Insurance Coverages

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: The City of Helena shall defend and indemnify police officers sued for conduct arising out of the course and scope of their employment to the maximum extent permitted by State law. The City shall maintain a comprehensive liability insurance policy that covers claims against police officers, including but not limited to claims for false arrest, civil rights violations, and car accidents.

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: A seniority roster will be maintained and revised, as needed, by Management and will be available to employees.

C. Layoff: To be absent from the job due to layoff will be considered lost time for the purpose of seniority. However, upon re-employment, previous service 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, upon re-employment, previous service shall count towards seniority and longevity.

E. Grievance of Seniority Designation: Employees may protest their seniority designation through the grievance procedure described herein if they have cause to believe that an unresolved 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 Management subsequently agree to modify the information as a result of an error.

Article: 16

Article Title: Reduction In Force/Layoffs

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.

Employees who are scheduled to be laid off shall be given at least fourteen (14) calendar 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. Management shall notify such employees by certified mail of its intentions to rehire them.

If such employee fails to notify Management within fourteen (14) calendar days of the employee's intention to return to work, the employee shall be considered as having forfeited this right to re-employment. Management shall not be required to recall an employee who is no longer qualified to perform the duties of the position. Such an 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.

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 fourteen (14) calendar days before changing status of part-time and/or temporary employees to permanent status.

Article: 17

Article Title: Job Posting

When Management 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 City-

wide 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.

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

In addition, Management will include a representative of equal rank, mutually agreed upon by the Association and Management, 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 grievant and/or HPPA may present such grievance at the appropriate step of the grievance procedure.

C. Grievance Definition: A grievance shall be defined as a dispute of any disciplinary Adverse Action (demotion, suspension without pay or discharge as defined in Article 23). A grievance may also result from a dispute or difference in interpretation of the terms expressly provided by this contract, involving wages, hours, and conditions of employment, between an employee, or the Association, and Management.

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

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

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

application, meaning or interpretation of this Agreement shall be settled as set forth herein.

G. Contents of Grievance: A grievance shall be presented in writing and include the following information: (1) the basis for the grievance (i.e. the facts of the case); (2) the allegation of any specific wrongful act and the harm done; (3) the specific policies, rules, regulations, collective bargaining agreement article or provision at issue; (4) the remedy or goal being sought by the grievance.

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

Step 1: The grievant and/or HPPA shall present the written grievance to the department head or appropriate authority, who shall attempt to address the matter and shall respond in writing to the grievant and/or HPPA within fourteen (14) calendar days of receiving the grievance.

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

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

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

calendar days, meet and by alternately striking names from the list, select the arbiter by requesting the services of the last name remaining on the list.

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

1. During the proceedings the arbiter shall be provided with all evidence thus far obtained and shall hold a hearing to determine the facts.
2. The arbiter shall be requested to render a decision within thirty (30) calendar days and such decision shall be final and binding upon both parties. The arbiter shall have no authority to alter in any way the terms of this agreement. The arbiter shall notify both parties of his/her decision in writing. The parties shall equally share expenses for the arbiter's services.
3. It is understood that an appointed authority may replace any titled position mentioned in the above stated grievance procedure, provided that such appointee shall have the full authority to act in the capacity of the person(s) being replaced.

I. No Strike: During the term of this Agreement, there shall be no strike, work slowdown, picketing, concerted use of leave, or other activity by any employee or by the Association, which has the effect of reducing the amount or quality of the work performed by any City employee.

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.

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

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

1. New Hires

a. 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).

b. New employees with previous experience listed below will start at step one (1) and move to the appropriate step (up to Step 7) 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).

Previous Experience Criteria

Step 2: Accepted Montana POST certification with one (1) to two (2) 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.

Step 6: Accepted Montana POST certification with six (6) years full time law enforcement employment.

Step 7: Accepted Montana POST certification with seven (7) years full time law enforcement employment.

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 who are required to report back to duty from off-duty more than one hour before their scheduled shift 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 employee's 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. If an employee is required to report back to duty from off-duty one hour or less before their next scheduled shift, the employee will be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times the employee's regular rate of pay, and for actual hours worked in excess of two (2) hours at the employee's regular rate of pay. This provision does not apply to employees whose call-back was caused by the employee's failure to properly complete job assignments. The time of the call, text, or other communication to the employee shall be used to determine how long before their scheduled shift the employee is being summoned into work.

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. Except officers assigned to shift 3, 4, and DUI shift shall be compensated at one and one-half (1 ½) the regular rate of pay for a minimum of three (3) 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 #4 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 workday the rest of the business day following their last scheduled workday.
4. Shifts will not be rescheduled to avoid paying overtime unless mutually agreed upon by Management 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 an employee desires compensatory time instead of overtime pay he/she must request it on an Overtime Authorization Form via email.
 - 2) Any employee who is required to work in excess of their scheduled shift (depending on scheduled shift) in any day must be compensated (either paid or comp time) 1 1/2 times his/her regular rate for those hours in excess of those scheduled.
 - 3) Compensatory time will be accumulated at the rate of 1 1/2 hours for each hour worked.

4) 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.

5) All records of compensatory time worked, compensatory time taken, and overtime worked by the employee must be documented in a Time Report for the period the hours were worked or taken off.

b. Non-exempt employees may accumulate compensatory time up to 160 hours. Subject to approval by the Chief of Police, employees may request pay for up to eighty (80) hours of banked compensable time, at any time, but are limited to two (2) cash-outs per fiscal year.

c. 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 that exceed the maximum allowed accumulation (160 hours); (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 unused compensatory time, or require the employee to take the time off from 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 5 (five) 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 160 hours of compensatory time will receive 1(one) or 5 (five) 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 optional 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.

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 assigned to patrol shifts 2, 3 and 4 will receive shift differential. An officer assigned to a DUI shift will receive shift differential at the shift 3 rate. Shift differential

will be paid as follows:

Shift 2 \$.50 per hour for hours worked after 5:00 p.m.

Shift 3 \$.75 per hour for hours worked.

Shift 4 \$1.00 per hour for hours worked.

Officers will receive the shift differential, as outlined above, based on the shift the officer is assigned to and hours actually worked for each day. Differential pay, paid at the rate described above, will be included in the officer's overtime calculation, defined in this contract, for any overtime hours worked as a continuation of the assigned applicable shift for that day.

I. Special Assignments: The following special assignments serve at the will of the Chief of Police. An employee receives the below compensation in addition to base wage as described in Article 19. Section A Addendum for the term of said assignment. In other words, when the assignment ends, so does the associated special assignment pay. Removal from a special assignment is not considered a demotion.

1. Field Training Officer (FTO): When an officer is performing 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.

2. SWAT Team: Members of the SWAT Team shall be paid eighty dollars (\$80.00) per month (\$960/year) to compensate for the increased risk and danger involved in SWAT duties, including but not limited to responding to high-risk search and arrest warrants; responding to volatile incidents to include incidents involving barricaded suspects, hostage rescues, and active shooters; and crowd control.

3. Canine Officer: Canine Officer(s) shall receive two hundred ten dollars (\$210.00) per pay period (\$5,460/year) to compensate for care and maintenance of a department-owned police dog for the duration of the assignment.

4. Detectives (CID): Members of CID shall be paid eighty dollars (\$80.00) per month (\$960.00/year). The special assignment pay compensates detectives for taking on a supervisory role during significant felony investigations and the responsibility of managing all aspects of the investigation. The work performed by CID often involves odd hours and random times and a

commitment to be reachable by phone even when away from work.

J. Relocation Reimbursement: The City will reimburse reasonable expenses incurred in relocating a newly hired association member from an existing out-of-state residence to his/her new residence up to a maximum of \$1,000.00 as described in the City of Helena Personnel Policies Handbook. To be eligible to receive the moving reimbursement, the association member must successfully complete the FTO program and submit eligible moving expense receipts.

K. Sleep Safety: In the absence of emergency operations, no officer will be expected to report back to their next shift without eight (8) hours of continuous time off. If that continuous time off overlaps with their next scheduled shift, administrative time off should be granted and paid at the officer's regular rate of pay. Employees may elect to work a scheduled shift and then attend training on the same day or elect to work an extra work detail without this provision being enacted.

L. Retroactive Pay: For this 2023-2026 term only, the Parties agree that employee wages and benefits under this contract are payable retroactive to the beginning of the contract term.

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 to the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which 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 overall health, mobility, and 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 physical ability to complete said task. The goal of this program is to establish a healthy lifestyle and incentive program to encourage department members to exercise regularly and maintain a balanced life.

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). The test will be administered once per year as scheduling and equipment permits. Multiple testing sessions will be scheduled. Furthermore, the MPAT testing offered yearly and as an incentive, is not mandatory for Officers to participate in. Compensatory time will be awarded based on individual scores according to the following scale:

	MPAT Time	Compensatory Time
Standard #1	3 min. or less	51 hours
Standard #2	3:01 to 3:15	45 hours
Standard #3	3:16 to 3:30	39 hours
Standard #3	3:31 to 3:45	33 hours
Standard #4	3:46 to 4:00	27 hours
Standard #5	4:01 to 4:15	21 hours
Standard #6	4:16 to 4:30	18 hours
Standard #7	4:31 to 4:45	15 hours
Standard #8	4:46 to 5:00	12 hours
Standard #9	5:01 to 5:15	9 hours
Standard #10	5:16 to 5:30	6 hours
Standard #11	5:31 or above	3 hours

Standard #11, with an award of 3 hours of compensatory time, was included to recognize that every officer would be "compensated" for attending. It was further agreed that no overtime compensation or additional compensatory time, other than what is outlined in the aforementioned scale, would be awarded solely for attending the test. 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. 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 time to attend the testing. No additional compensation will be given.

Officers completing the physical fitness test off-duty will be awarded the compensatory time

outlined in the aforementioned scale based on the individual officer's MPAT time.

Officers that participate in the MPAT will be granted the ability to work out for a maximum of one and one quarter (1.25) hours on each scheduled working day. This time starts when the employee starts doffing their uniform. The officer must receive prior approval from the on duty OIC.

During the workout, the officer must be able to be reached by phone or radio and is subject to being recalled to duty during the workout time. The one and one quarter (1.25) hours will include all on duty time used to shower, doff and don their uniform or workout clothing, and any other preparatory activity needed to prepare for duty. During the entire one and one quarter (1.25) hours of workout time, the officer must be at the airport facility or airport walking trail. No off-site workout time is allowed while an officer is on shift unless approval is received from the Chief of Police or their designee.

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 City of Helena Employee Assistance Provider (EAP) to provide services to the employees. Employees will have access to the number of visits as defined by current EAP and follow their procedures for making appointments.

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. The employee will then be compensated with five (5) hours of straight comp time. This will then be placed into the employees' comp time balance. The Department will not be informed who attended a session. Each employee may capitalize on this incentive up to 6 times per year, earning a

maximum of thirty (30) hours of comp time in a fiscal year.

Employees who have accrued the maximum allowable compensatory time of 160 hours will not accrue additional hours. The employee may attend more sessions with the EAP but will not receive an excess of 30 hours of comp in a fiscal year.

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 five (5) hours of comp time for attending the session.

Any employee who experiences a critical incident on duty shall be allowed to leave for the remainder of their shift, with supervisor approval, and not be required to use any of their own leave. A critical incident is defined as: an event outside the normal experience that poses actual threats of injury or exposure to death than can overwhelm both an individual's and organization's coping resources.

Article: 23

Article Title: Discipline

This discipline policy applies to non-probationary full-time and part-time regular employees.

This policy does not apply to probationary, seasonal, or temporary employees.

Definition of Discipline:

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

This disciplinary process concentrates on the options available to address problems related to an employee's conduct or performance that do not meet job expectations, standards and policies.

Where possible, the goal is to help employees correct conduct concerns and resolve performance

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

Throughout the disciplinary process, communications shall be:

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

Just Cause for Discipline

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

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

Leave of Absence or Suspension with Pay

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

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

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

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

Corrective Action Plan/Performance Improvement Plan

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

Disciplinary Actions

Any disciplinary action will be commensurate with the seriousness of the offense. Each disciplinary action is independent of any other and will not necessarily be applied in a particular

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

Members may not appeal every type of disciplinary action. Adverse Actions, as defined below, may be appealed as provided in Article 18.

Informal Disciplinary Actions

1. Verbal Counseling

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

2. Corrective Counseling

Corrective Counseling is a constructive measure taken to bring to an employee's attention corrective action for minor performance infractions that may be repeated or previously addressed through verbal counseling. Supervisors are responsible for keeping departmental records of all corrective counseling; it is advisable that employees do the same. The departmental record may include:

- a. Employee's name;
- b. Date and time of corrective counseling;
- c. Date, time and location of the incident or issue resulting in corrective counseling;

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

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

Formal Disciplinary Actions

1. Written Warning

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

Critical Elements included in the written warning are:

- a. The date and time of the discussion/meeting held to address the performance issue (s);
- b. The just cause (reasons) for the written warning;

- c. Date, time and location of the incident and or the issue resulting in the written warning;
- d. An objective, factual description of the employee's behavior, specific to the incident or problem resulting in the written warning;
- e. In cooperation with the Human Resources Office in communicating to the employee a plan of improvements or corrections the employee must follow;
- f. Reference to the City of Helena personnel policy, Code of Conduct, MT Code Annotated, or other performance expectation violations (e.g., expectations outlined in policies, performance reviews, position description or soft skills required).
- g. Employee's name
- h. Consequences (further discipline) if the employee fails to improve or correct behavior. When possible, a specified period of time for expected improvement should be included;
- i. Notice of minimum one (1) year retention of the written warning in the employee's official personnel file;
- j. Date and signature of supervisor;
- k. Date and signature of employee with acknowledgement of receipt of the written warning.

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

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

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

2. Written Reprimand

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

Critical elements to be addressed in a written reprimand include:

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

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

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

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

3. Adverse Action

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

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

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

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

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

All notices for suspensions without pay will include:

1. Date and duration of proposed action: beginning and, to the extent possible, an anticipated end date.
2. Reason for the proposed action.
3. Conditions that will apply during the proposed action.
4. Conditions of employment during the leave/suspension: availability, contact and other arrangements.
5. Include a copy of the City of Helena's appeal and/or grievance policies set forth in the Collective Bargaining Agreement (Article 18).

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

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

A demotion will be given to the employee in writing in a disciplinary meeting. The notice shall include an attached copy of the City of Helena's appeal and/or grievance policies set forth in the Collective Bargaining Agreement (Article 18).

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

Notice of discharge will be given to the employee in writing and will explain the just cause for the discharge, with an attached copy of the City of Helena's appeal and/or grievance policies set forth in the Collective Bargaining Agreement (Article 18).

Due Process: Suspension Without Pay, Demotion, and Discharge

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

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

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

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

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

The notification will include:

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

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

Employees who are suspended without pay, demoted, or discharged shall receive a copy of the Collective Bargaining Agreement Grievance Procedures (Article 18) advising the employee of their right to have the suspension without pay, demotion or discharge reviewed in accordance with the procedures contained therein.

Retention Periods

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

Article: 24

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, or altered by a legislative act or court decision, the parties agree they will give notice to the other as soon as is practicable after learning of such and shall, if possible, include with the notice a copy of the judicial decision, legislative act or other document addressing said illegality, invalidity or alteration. The parties agree they will meet and bargain in good faith for a substitute provision as soon as is practicable.

Article: 25

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 2023 to the thirtieth (30th) day of June, 2026.

B. Interim Reopening: On or about April 1, 2025, the contract shall reopen for the limited purpose of bargaining wages only for the third year of the contract term (July 1, 2025-June 30, 2026). The parties will bargain in good faith, but there is no guaranteed COLA for the third year of the contract term, unless bargained for and agreed to by the parties.

C. Renewal and Bargaining Schedule: After June 30, 2026, 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. In the event notice is given of the desire to terminate, amend, or modify this Agreement prior to

its expiration date as set forth in the sentence above, 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 9th day of

February, 2024.

**FOR THE CITY OF HELENA,
MONTANA**

J. Burton
City Manager

R. S.
Chief of Police

J. H. Miller
City Attorney

Renee M. Schaefer
Human Resources

**FOR THE HELENA POLICE
PROTECTIVE ASSOCIATION**

M. Miller #761

S. Lee #718

A. #735

William Lewis #721

(SEAL)

ADDENDUM "A" -WAGE AGREEMENT

Year	Helena FY2023	Helena FY2024	Helena FY2025	STEP Difference
1	\$29.1935	\$31.8000	\$32.7540	N/A
2	\$30.3904	\$33.0000	\$33.9540	\$1.2000
3	\$31.6365	\$34.2000	\$35.1540	\$1.2000
4	\$32.9335	\$35.5500	\$36.5040	\$1.3500
5	\$34.2838	\$36.9000	\$37.8540	\$1.3500
6	\$34.5338	\$37.3000	\$38.2540	\$0.4000
7	\$34.7838	\$37.7000	\$38.6540	\$0.4000
8	\$35.0338	\$38.1000	\$39.0540	\$0.4000
9	\$35.2838	\$38.5000	\$39.4540	\$0.4000
10	\$35.5338	\$38.9000	\$39.8540	\$0.4000
11	\$35.7838	\$39.3000	\$40.2540	\$0.4000
12	\$36.0338	\$39.7000	\$40.6540	\$0.4000
13	\$36.2838	\$40.1000	\$41.0540	\$0.4000
14	\$36.5338	\$40.5000	\$41.4540	\$0.4000
15	\$36.9038	\$40.9000	\$41.8540	\$0.4000
16	\$37.2738	\$41.3000	\$42.2540	\$0.4000
17	\$37.6438	\$41.7000	\$42.6540	\$0.4000
18	\$38.0138	\$42.1000	\$43.0540	\$0.4000
19	\$38.3838	\$42.5000	\$43.4540	\$0.4000
20	\$38.7538	\$42.9000	\$43.8540	\$0.4000
Corporal	\$40.6915	\$45.0450	\$46.0467	

The above wage rates include longevity pay required under Montana Code Annotated §7-32-4116.

Effective July 1, 2023 (FY24), the FY24 matrix, as presented above, will take effect.

Effective July 1, 2024 (FY25), the FY25 matrix, as presented above, will take effect. Should the City Commission approved COLA exceed 3%, the parties will prepare a new FY25 matrix reflecting the commission approved COLA increase to Step 1 (only).

On or about April 1st, 2025, the parties will begin meeting to bargain a FY26 wage matrix. There is no guaranteed COLA for FY26, unless bargained for and agreed to by the parties.