

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HELENA

AND

**MONTANA PUBLIC EMPLOYEES ASSOCIATION CITY
OF HELENA PUBLIC SAFETY 9-1-1 EMERGENCY
TELECOMMUNICATORS**

AGREEMENT PERIOD

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

THIS AGREEMENT is made and entered into this 30th day of May, 2017, between the City of Helena Police Department, hereinafter referred to as the "Employer," and the Montana Public Employees Association, hereinafter referred to as the "Association."

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

Article: 1 Article Title: Recognition
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The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety 9-1-1 Emergency Telecommunicators, Lead Dispatchers and temporary part-time telecommunication employees who work an average of 20 hours per week over a period of a calendar year. Excluded from the unit is the supervisor, and temporary and part-time employees who work less than 1040 hours per year and are scheduled to work less than 20 hours per week and are marked as temporary on the Employer's employee status form. Temporary employees include those employees who are occasional employees and are not guaranteed a minimum number of hours each week but are called to work as needed.

Article: 2 Article Title: Management Rights
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All management rights not specifically limited by this agreement shall continue to rest exclusively with the employer, including the right to:

1. Direct employees;
2. Hire, promote, transfer, assign, discipline and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintain the efficiency of government operations;

5. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the City in situations of emergency; and
7. Establish the methods and processes by which work is performed.

Article: 3

Article Title: Association Security

Any employee who is not an Association member and who does not make application for membership shall, after thirty (30) working days of employment as a condition of continuing employment, pay to the Association a service charge as a contribution toward the administration of the 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) working days after written notice is received by the Employer from the Association. No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. Employees wishing to exercise their rights of non-association with the Association on religious grounds shall do so pursuant to the provisions of 39-31-204 MCA. It is recognized that the Association is required both under law and under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not the employee is a member of the Association.

The Association hereby agrees to indemnify and shall hold the Employer harmless against all claims, demands, suits or other forms of liability including court costs and attorney's fees that shall arise out of or by reason of action taken or not taken by the Employer regarding the implementation and/or enforcement of this agreement concerning the payment of Association dues and fees.

Article: 4

Article Title: Probationary Period

The Employer shall have one (1) year after employment of employee in which to determine his/her competency and dismiss such employee without cause during such probationary period. After the probationary period, employees shall only be terminated for just cause or for reduction in force. If an employee successfully bids on a new or different position, the one (1) year probationary period shall begin again to provide for determination of competency in the new position.

When an employee is involuntarily assigned to a new or different position, the employee shall be subject to a one hundred and twenty (120) calendar day probationary period with a performance evaluation due at the end of that time.

If competency in the new position is determined to be unsatisfactory, the affected employee will be permitted to transfer to their previous position if the position is vacant or to a similar position as determined by the Employer. If an employee is assigned by management to a new or different position, the requirement for a probationary period shall be waived.

The job performance of probationary employees shall be formally evaluated at least two (2) times during the probationary period, at least one (1) of which shall be during the first six (6) months of employment. Nothing in the requirement to evaluate shall restrict management in its right to dismiss probationary employees, or in the case of transferred employees, to return to their former position at any time without cause. The provision to provide two (2) formal evaluations shall not preclude the right of management to conduct as many formal evaluations as it deems necessary. The evaluation process shall minimally include a meeting between the employee and their supervisor or the supervisor's designee. The supervisor shall develop a written summary of the employee's evaluation and the employee shall receive a copy of the summary.

Article: 5

Article Title: Payroll Deduction of Dues

The Employer agrees to 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 Montana Public Employees Association by the 15th day of the succeeding month, after such deductions are made.

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

Article: 6**Article Title: Working Conditions****A. Work Day - Work Week**

1. Work week – a recurring period of scheduled work followed by two (2) or more consecutive days off.
2. Work Day - a scheduled work day shall not exceed eight (8), ten (10) or twelve and no more than (12) hours of work in any twenty-four (24) hour period unless mutually agreed upon by the employee and employer.
3. For employees working as a telecommunicator: Hours worked between 15:00 and 23:00 shall receive an additional \$.50 per hour. Hours worked between 23:00 and 07:00 shall receive an additional \$.75 per hour.
4. Any permanent schedule changes will be discussed with the Association and brought to the Labor Management Committee prior to being implemented.
5. Management will make reasonable efforts to relieve an employee who is currently working overtime outside their assigned shift prior to extending their working hours.

B. Meals

1. Telecommunicators shall receive one (1) thirty (30) minute meal break, subject to recall, per eight (8) hour scheduled shift. The meal break is included in the scheduled hours of work. In the event that the employee shall be required to work a ten (10) hour day, they shall receive one (1) forty-five (45) minute meal break. It is understood that telecommunicators may leave their work station during their meal break, but will remain on the premises and available for recall.

Telecommunicators may leave the premises only with prior permission of the immediate supervisor or Lead Dispatcher. Telecommunicators who leave the premises are subject to submission of a leave request at the discretion of the supervisor except where it is noted in this article.

C. Rest Breaks

1. All employees shall receive two (2) fifteen (15) minute rest breaks during each shift as work allows.
2. In the event an employee shall be required to work ten (10) hours in a shift the employee shall receive one additional fifteen (15) minute rest break. In the event an employee shall be required to work twelve (12) hours in a shift the employee shall receive one additional thirty (30) minute rest break.

3. Telecommunicators forced to work back to back shifts, without advanced knowledge, due to a last minute vacancy, developing call volume or critical incident, may be granted permission to leave the premises. At the discretion of the supervisor or Lead Dispatcher, departure from the premises can be for a period not to exceed 30 minutes. Telecommunicators are subject to recall and are not required to submit a leave request under these unique conditions.
4. It is understood that the requirements of recall and leaving the premises as outlined in "Meals" also apply to the rest break. Employees must gain prior approval of supervisor or Lead Dispatcher in order to leave the premises during rest breaks.

D. Shift Requirements

1. Employees may have the right to an exchange of shifts when the exchange does not interfere with the best interests of the division and when the exchange has been approved by the supervisor in advance of such exchange. The Employer assumes no obligation for overtime pay or wage claims as a result of such exchange.
2. Shifts may be rotating or non-rotating. If the Employer decides to implement a shift rotation, they will meet with the affected employees to explain the reasons to the rotation. Except in cases of emergency, at least thirty (30) days notice will be provided prior to shift rotation.
3. In filling shift vacancies, employees of the same job classification may exercise a preference to fill a vacant shift on the basis of seniority. Lead Dispatchers are eligible to fill vacant shifts, however the nature of their position gives them the privilege to defer the shift rather than being ordered to fill it, but does not supersede seniority if electing to fill it. It is understood that a vacant shift is created by termination or the creation of an additional position within a classification.
4. If a shift shortage occurs with less than twenty-four (24) hour notice, management has the right to fill the vacancy in the following order.
 - a. Depending on the circumstances, the least senior telecommunicator on the existing shift can be ordered to stay until the vacancy is back filled. Lead Dispatchers are eligible to fill shift shortages however the nature of their position gives them the privilege to

defer the shift rather than being ordered to fill it, but does not supersede seniority if electing to fill it.

- b. Management will make reasonable efforts to fill the vacancy by seeking volunteers based on seniority.
 - c. If no volunteers are found and all options have been exhausted, management may order the least senior telecommunicator to fill the vacancy.
5. If the Employer decides to implement a shift change that will affect three (3) or more employees, they will notify and meet with the affected employees to explain the reasons for the change. Except in cases of emergency, at least fourteen (14) days notice will be provided prior to the shift change.
6. CTOs and TACs may be assigned to shifts base on training or staffing needs. Shifts can be bid for by seniority every six (6) months.
- a. Probationary employees and Lead Dispatchers are exempt from the shift bidding process. Probationary employees are assigned to shifts based on individual training and educational needs. Lead Dispatchers are subject to shift assignments and/or a rotation as deemed necessary by the employer.
7. Shift briefing. Briefings will take place at the beginning of the shift and are conducted by the off-going shift personnel for both full and partial shift changes. Since the briefing requires off-going personnel to stay over the normally scheduled shift, they will accrue comp time for five (5) minutes (.08 hours) with no accrual request required. In the event the briefing time extends past the five (5) minutes, off-going personnel will be required to submit an accrual request for either comp time or over time for the total time involved in .25 increments (eg. five (5) minutes plus ten (10) minutes = fifteen (15) minutes or .25). Briefing time is not automatic. If the employee is not required to stay past their shift or no briefing occurs, the employee will receive no comp time.

Article: 7

Article Title: Association Privileges

1. Representatives of the Association who are not members of the bargaining unit may be allowed to visit an employee during working hours with prior approval. Employees who receive permission to conduct Association business in excess of the thirty (30) minutes during working hours, will not be compensated for such

time, but may use vacation leave, comp time, holiday leave, or leave without pay with permission of the Chief of Police.

2. The Association shall be provided bulletin board space for the use of communication with its members in dispatch.
3. The Association shall be allowed the use of the conference room at the 911 center for meeting when such facilities are available and the meetings would not interfere with the business of the Employer, the police department, or the sheriff's department. The Association must schedule the use of the meeting room with the SSD Division Commander.
4. Any mail clearly marked "PERSONAL" or "CONFIDENTIAL" addressed to an employee at the address of the Employer shall be delivered to the employee unopened.

Article: 8

Article Title: Personal Property

1. Employee personal property which is necessary to the performance of their job will be compensated for the destruction or damage to that property which occurs in the performance of job related duties. The Support Services Division supervisor will make the final determination as to what will be compensated for and in what amount.
2. The Employer will provide work related office supplies.

Article: 9

Article Title: Training

1. The Employer will provide training necessary for the 911 program and will make stress management and other programs available which can be coordinated with the City and/or County when available.
2. The Employer shall notify all employees of any upcoming training or workshops provided by the City or County.

Article: 10

Article Title: Labor Management Committee

1. There shall be a labor management committee consisting of up to four (4) Association representatives plus one (1) alternate and the union field representative and four (4) management representatives plus one (1) alternate and

the City of Helena Human Resources Director. The committee shall meet at the request of either party. Meetings will be scheduled at a mutually beneficial time and place.

This committee is not to be considered part of the established grievance or negotiation procedure and as appointments are voluntary, overtime provisions are not in effect.

Article: 11

Article Title: Uniforms

1. The City will pay for cleaning of uniforms at a City selected cleaner up to \$20 per month for telecommunicators, which may accumulate to a maximum of \$240 in any fiscal year.
2. The City may purchase uniform clothing and accessories for each employee required to wear a uniform.
3. All furnished uniform clothing and accessories will comfortably fit each employee at the time of issue and not to include alterations to form fit.
4. All uniforms and accessories purchased by an employee in this unit prior to the acceptance of this agreement is the property of the employee.
5. Badges, I.D. cards, uniforms and accessories furnished by the City shall be returned to the City upon termination.

Article: 12

Article Title: Leave Policies

It is understood that all leaves except sick leave must be approved in advance.

Any abuse of leave under this Article will result in loss of leave pay and will constitute grounds for disciplinary action up to and including termination.

For leave requests of short notice, seven (7) days or less, that are not of an emergency nature, employees may be asked to assist in finding a replacement.

A. Holiday

1. Employees shall be granted paid holidays as provided by state law plus any legal holiday declared by the President of the United States, or the Governor, with the concurrence of the Mayor. The holidays are:
 - New Year's Day
 - Martin Luther King Day
 - President's Day

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- General Election Day (alternating years)

This list of holidays is subject to changes made by the legislature.

2. To be paid for a holiday, the employee must have been in a pay status on their scheduled work day preceding and their scheduled work day following the actual holiday.
3. Regular part-time employees shall be granted holiday time on a prorated basis provided they work at least twenty (20) hours per week.
4. Telecommunicators shall receive one (1) paid holiday annually for each of the holidays regardless of whether they actually work on the holiday. Holiday time may be taken: 1) in one (1) block of consecutive days determined by the supervisor with seniority being a major factor in the decision; or 2) broken down into more than one (1) block by mutual agreement. Employee shall not carry over any holidays from one (1) calendar year to the next. Holidays earned for each calendar year must be used by March 31st of the following year or they will be forfeited.
5. Probationary employees may only use holiday pay on the day of the holiday or for holidays that have passed. They will not be able to use paid holidays for days that have not yet occurred in the calendar year unless approved by the supervisor under special circumstances.
6. Employees who terminate their employment shall be entitled to receive compensation at their regular rate of pay for any holidays accumulated and not taken in accordance with Paragraph 5 above. Additionally, any terminating employee shall have deducted from their final pay, any amount of holiday pay received but not earned at the time of termination.
7. In the event of the death of an employee, unused earned holiday time shall be paid to the employee's heir(s) at his/her regular rate of pay in accordance with Paragraph 6 above.

B. Vacation Leave

1. Each full-time employee shall earn annual vacation leave credits from the first full pay period of employment. Proportionate vacation leave credit shall be earned and credited at the end of each pay period. Employees shall not be entitled to use vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. For calculating vacation credits, two-thousand-eighty (2080) hours (52 weeks x 40 hours) shall equal one (1) year.
2. Regular part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.
3. Vacation leave credit shall be earned in accordance with the following schedule:

Years of Employment	Days Earned Per Year	Total Hours Earned Per Year	Hours Earned, first two pay periods of each month
1 day through 10 years	15	120	5
10 years through 15 years	18	144	6
15 years through 20 years	21	168	7
20 years or more	24	192	8

4. An employee who terminates his/her employment shall be paid for unused vacation leave on the next regularly scheduled pay day at his/her regular rate of pay at the time of termination.
5. Employees shall not accrue vacation leave credits while on a leave of absence without pay.
6. Requests for time off may be submitted only for the current shift bid period, plus one additional calendar month.

Employees shall have until February 1st or August 1st respectively to express their preference for vacation time off. Scheduling conflicts will be determined on the basis of seniority, if submitted prior to February 1st or August 1st respectively.

Final approval or disapproval of leave requests will be given at least 30 days prior to the vacation date.

Bid period	Vacation Requests For Period Preference Date	Period For Which Requests My Be Submitted
January - June	February 1	January – July
July - December	August 1	July - January

C. Sick Leave

1. In order to obtain sick leave pay, the employee must provide notice of his illness or injury to the Employer as early as possible prior to his/her normal reporting hour.
2. Sick leave with pay shall be allowed for an employee absent from work as outlined in the City of Helena personnel policy, section 3-2.
 - a. Illness that occurs during an employee's vacation or holiday time will be charged to sick leave with verification when requested.
 - b. Absence due to dental care, optical care or medical examination must have prior approval from the supervisor, provided the employee gives twenty-four (24) hours notice, unless of an emergency nature.
3. The employee's immediate supervisor or authorized designee may require medical certification of illness, when sick leave is used, in the form of a statement from a licensed physician or practitioner. Employees shall be informed within twenty-four (24) hours of their return to work if a physician's statement is required. The Employer will document, in writing, any charges of sick leave abuse.
4. In the event of the death of an employee, unused earned sick leave time shall be paid to the employee's heir(s). It will be paid as a lump sum payment equal to one-fourth (1/4) of the pay attributed to accumulated sick leave at his/her regular rate of pay at the time of death.
5. Employees shall not accrue sick leave credits while on a leave of absence without pay.

D. Military Leave

Military Leave will be used as outlined in the City of Helena personnel policy, section 3-9.

E. Jury Duty and Witness Leave

Jury Duty and Witness will be used as outlined in the City of Helena personnel policy, section 3-8.

F. Leave Without Pay

Leave without pay will be used as outlined in the City of Helena personnel policy, section 3-5.

G. Family and Medical Leave

Family and Medical Leave will be administered as outlined in the City of Helena personnel policy, section 3-7.

Article: 13

Article Title: Health, Safety and Welfare

A. Insurance

1. For the term of this agreement the City will contribute to the medical, dental, life and vision insurance plans in the same amount as it contributes to the plan for City employees not included in a bargaining unit.
2. Regular part-time employees are entitled to prorated insurance benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period.
3. The Employer will pay the insurance contributions for six (6) months for an employee on leave under Workers' Compensation, as long as the employee remains in employment status with the Support Services Division.
4. Employees will be required to pay all insurance contributions while on leave without pay, except while covered under the FMLA.

B. 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 Workers' Compensation on its employees. Employees are directed to report all personal injuries received in their course of employment to the supervisor during the shift in which the incident or injury occurred, unless emergency circumstances prevent on-shift reporting.

Article: 14

Article Title: Seniority

A. Seniority

1. Seniority means a full-time employee's length of continuous service with the Employer since his/her last date of hire in a bargaining unit position. Seniority shall be recognized after twelve (12) continuous months of employment with the division and upon completion of twelve (12) months shall date back to the first day of service in a bargaining unit position.

Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. Ties in seniority shall be broken by a drawing of names.

B. Lay-offs

1. Employees who are laid off will remain on lay-off status for one (1) year from the date of lay-off. During this year, employees will be recalled if the position from which they were laid off is reinstated. If an employee is recalled during said one (1) year period, all time spent on lay-off during that year shall be accrued for the purpose of seniority. Lay-offs caused by a reduction in force shall be in order of seniority within a job classification; that is the employee last hired into a job classification shall be the first released. Regular employees who are scheduled to be laid off shall be given at least thirty (30) calendar days notice. All recalls to employment shall be in order of seniority within the job classification from which they were laid off; that is, the last employee released as a result of a reduction in force shall be the first rehired when there is an increase in the number of employees in his/her job classification. The Employer shall notify such employees by certified mail of its intent to rehire them. If such employee fails to notify the Employer within ten (10) calendar days of his/her intention to return to work, the employee shall be considered as having forfeited the right to re-employment. Regular employees shall have the option of accepting part-time positions if available, or accepting lay-off status.

Notification to re-hire regular employees shall be given ten (10) calendar days before changing status of part-time and/or temporary employee(s) to regular status.

C. Job Classification

1. Job Classification seniority means an employee's continuous employment within a given job classification. Job classification seniority shall be recognized after twelve (12) continuous months of employment within the same job classification. Upon completion of twelve (12) consecutive months of employment in the same job classification, seniority within said position shall date back to the first day of service in the position.

The following is a breakdown of how employees will be affected by Division seniority and job classification seniority and the purpose for which each category of seniority will be used:

Seniority List

Division Seniority Applies to:	Classification Seniority Applies to:
1. Leave Scheduling	1. Lay-off
2. Longevity Calculation	2. Shift Bidding
3. Longevity Pay	
4. Job Posting	

Job classification used is: Public Safety 9-1-1 Emergency Telecommunicator(s).

Article: 15

Article Title: Job Posting

- A. When the Employer determines the existence of a vacancy or new position, the Employer may use their discretion on posting the position internally or externally. The Employer shall post an external posting at a minimum on the City website and send an email to all employees with the vacancy information.
- B. The Department has the right to select employees to fill new or vacant positions through competitive hiring practices. Promotional vacancies should be advertised for a minimum period of fourteen (14) days.

Article: 16

Article Title: Grievance and Arbitration

- A. A grievance shall be defined as a dispute or difference in interpretation between an employee or the Association, and the Employer involving wages, hours, and conditions of employment, which are expressly provided by this contract.
- B. The Chief of Police or designee may attend grievance meetings.
- C. **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:
 - 1. **Step One:**

Any grievance shall be taken up with the employee's immediate supervisor in writing within ten (10) working days of the initial occurrence of the grievable event. Failure to file a grievance within the prescribed period shall constitute a waiver of the grievance. The grievance should clearly state the section of the contract that the grievant believes has been violated and must include the remedy that they are seeking. The immediate supervisor shall respond in writing to the employee and the Union within ten (10) working days of receipt of the grievance.

2. Step Two:

If the grievant is not satisfied with the disposition of the grievance at STEP ONE, or if no decision has been rendered within ten (10) working days after the meeting concerning the grievance, the grievance may be referred to the Support Services Division (SSD) Commander or designee. The grievant has ten (10) working days from either the date they receive a response from their immediate supervisor or ten (10) days from the date a response was due (if a response was not received) to refer to the SSD Commander or designee. The SSD Commander or their designee shall respond in writing to the employee and the Union within ten (10) working days of their receipt of the grievance.

3. Step Three:

If the grievant is not satisfied with the disposition of the grievance at STEP TWO, or if no decision has been rendered within ten (10) working days after the meeting concerning the grievance, the grievance may be referred to Chief of Police or designee. The grievant has ten (10) working days from either the date they receive a response from the SSD Commander's immediate supervisor or ten (10) days from the date a response was due (if a response was not received) to refer to the SSD Commander or designee. The Chief of Police or their designee shall respond in writing to the employee and the Union within ten (10) working days of their receipt of the grievance.

4. Step Four:

If the grievant is not satisfied with the disposition of the grievance at STEP THREE, or if no decision has been rendered within ten (10) working days after the meeting concerning the grievance, the grievance may be appealed to the City Manager or designee within ten (10) working days from receiving the Chief of Police's response. The City Manager or designee shall arrange for a meeting with the grievant within ten (10) working days after the receipt of the appeal. Within ten (10) working days of such meeting, the City Manager or designee shall provide the Association with a written decision.

5. Step Five-Mediation (Optional):

If the grievant is not satisfied with the disposition of the grievance at STEP FOUR, and if both parties agree, the parties may seek non-binding mediation. The parties will jointly contact a mediator. If there is a cost associated, the parties will equally share costs.

6. Step Six-Arbitration:

The grievance may be referred to arbitration by either party in any of the following circumstances after completing STEP 4 or STEP 5 of this procedure: (1) parties cannot agree to seek mediation; (2) no resolution comes out of mediation; (3) the grievant is not satisfied with the disposition of the grievance at STEP FOUR; (4) no decision has been rendered within ten (10) working days after the meeting with the City Manager or designee. The requesting party must notify the other party and the State of Montana Office of Labor Relations in writing of the decision to take the grievance to final and binding arbitration. This must be done within fifteen (15) working days of the City Manager's decision.

D. Rules Governing the Grievance Procedure

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

E. Rules Governing Arbitrators

1. **Selection of an arbitrator:** The parties shall request a list of five (5) arbitrators from the Board of Personnel Appeals and within five (5) working days of receipt of said list shall alternately strike names from the list. A coin toss will be used to decide which party strikes first from the list. The last remaining name shall serve as the arbitrator. The parties shall notify the board of the designated arbitrator within five (5) days of the receipt of the list. The arbitrator selected will arrange for a hearing at a time and place that is convenient to the parties.
2. **Arbitrator's limitations:** No grievance which fails to meet the requirements of "Section D, Rules Governing the Grievance Procedure" of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement. This arbitration provision shall be for alleged contract violations only and there shall be no interest arbitration. The arbitrator shall not resolve questions of arbitrability prior to having heard the merits of the grievance. The decision of the arbitrator shall be final and binding.
3. **Cost allocation:** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

Article: 17

Article Title: Lead Dispatchers

- A. The Lead Dispatcher is a member of the association and is covered under the collective bargaining agreement with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety 9-1-1 Emergency Telecommunicators.
- B. The employer shall retain the right to determine the need for this position, the promotional process and qualifications needed for filling this position.
- C. The lead dispatch position serves in a dual capacity whose objective is to help provide operational oversight and quality assurance to the dispatch center as well as functioning as an emergency telecommunicator.
- D. When the Lead Dispatcher position is created within the collective bargaining unit or a vacancy is to be filled, the employer shall prepare and make available a promotional opportunity announcement stating the following:
 - a. Position description
 - b. Compensation

- c. Qualifications
- d. Job duties
- e. Required knowledge, skills, and abilities
- f. With whom the application shall be filed.

Article: 18

Article Title: Compensation

A. Wages

Conditions relative to and governing wages and salaries are contained in ADDENDUM "A" of the agreement as attached hereto and made part as though fully set forth herein. The salary amounts contained in this agreement are minimum amounts and the Employer in its exclusive discretion, can pay above these amounts. It is understood by both parties that this discretion applies to job classifications and not to individual employees.

Communications Training Officer (CTO): When an employee is assigned as a CTO, he/she shall receive \$2.50 per hour over his/her basic wage for all hours when the CTO is actually with the trainee. Only those employees appointed as CTOs will be eligible for the extra pay. Longevity is not the only factor when determining a CTO assignment.

CJIN Terminal Agency Coordinator (TAC): Employees that have been designated as TACs by management shall receive the equivalent of an additional \$1.25 per hour based on a 2080 hour year, payable at the rate of \$100.00 per pay period.

B. Overtime/Compensatory time and Call-out

OVERTIME/COMPENSATORY TIME:

All overtime must be approved by the supervisor. Any employee who is required to work over forty (40) hours per week shall be paid 1 ½ times his/her regular rate.

Compensatory time will be accumulated at the rate of 1½ hours for each hour worked.

Any compensatory time which includes CTO pay will be handled as regular compensatory time except that the CTO portion of the overtime will be paid separately and not accumulated as compensatory time. Employees required to start early or extend a regular scheduled shift shall be compensated for actual hours up to 40 hours a week at the appropriate rate.

If the employee desires compensatory time instead of overtime pay he/she must request it in writing. All records of compensatory time worked, compensatory time taken and overtime worked by the employee will be included on the biweekly timesheet

Compensatory time may be accrued or taken. Employees may accumulate the greater of 60 hours or the amount stated in the City Personnel Policies.

Supervisors may require the compensatory time be taken at a time so as not to disrupt the operation of the Department. Supervisors may require the employee to take overtime pay in lieu of compensatory time. Accrued compensatory time for non-exempt employees will only be paid out for: (1) hours earned that exceed the maximum accumulation; (2) at the time an employee terminates employment; or (3) in an emergency situation with written approval of the Chief of Police.

CALL-OUT:

Employees called back to duty by the City of Helena from off duty will report in appropriate uniform and be paid for a minimum of four (4) hours at the rate of one and one half (1 ½) times the employees regular rate of pay, and for actual hours worked if in excess of four (4) hours at one and one half (1 ½) times the employees regular rate of pay.

Any employee required to appear in any court hearing, or departmental meeting outside of their scheduled work shift will be compensated at one and one half (1 ½) times the employees regular rate of pay with a two (2) hour minimum.

C. Training

Required attendance of employees for training will be compensated for in accordance with the provisions of Paragraph B of this Article.

D. Reimbursement Expenses

1. Employees required to use personal funds in the performance of their duties shall be reimbursed for per diem and mileage at the rates provided by the City of Helena and adopted by the Support Service Division Board of Directors. All such expenses must be approved in advance and justified by receipts.
2. Whenever an employee is required to perform duties of higher paid classification for two (2) hours or more, such employee shall receive the higher classification pay rate for the actual time worked. Employees who are assigned for training purposes to a higher paid position shall be exempt from the requirements of higher pay.

E. Time Changes

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

F. Drug Testing

The Employer and the Association recognize that illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Helena Police Department. The Employer and the Association agree to promote the health, safety, and welfare of employees and the community by maintaining an alcohol and drug-free workplace.

The Employer may conduct reasonable suspicion, post incident, random and return-to-duty/follow-up drug and alcohol testing of all Support Services Division employees in accordance with the Workforce Drug and Alcohol Testing Act of the Montana Code Annotated and the written policies and procedures issued by the Employer.

Article: 19

Article Title: Personnel Information

No material derogatory to any employee covered by this agreement shall be placed in his/her personnel file unless a copy of the same is provided to the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which also will be included in the employee's personnel file. The employee shall be required to initial the file copy acknowledging receipt of same.

Article: 20

Article Title: Savings Clause

- A. If any section, subdivision, paragraph, sentence, clause, phrase or other part of this agreement is determined or declared to be contrary to or in violation of any state or federal law, by a court of competent jurisdiction, the remainder of this agreement shall not hereby be affected or invalidated.
- B. In the event of any of these provisions being declared illegal, invalid, increased, decreased or adjusted by legislative act, the parties mutually agree to meet and negotiate a substitute provision within ten (10) calendar days.

Article: 21

Article Title: No Strike/No Lockout

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


Article: 22

Article Title: Termination and Renewal

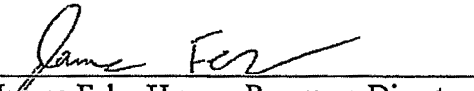
- A. The effective date of this agreement is July 1, 2017, and it shall continue in full force and effect until June 30, 2020, at which time all parts of this Agreement shall expire. If either party desires to open this agreement for negotiations, it shall give written notice to the other party by certified mail, return receipt requested, not later than February 1, 2020 for negotiation of the entire agreement. If either party requests negotiations in accordance with the above, the parties will commence negotiations as soon as a mutually acceptable date is agreed to prior to April 1, 2020.
- B. This agreement constitutes the entire agreement between the parties and with the exception of the utilization of the grievance procedure to enforce its conditions, concludes all bargaining for its term. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this agreement. This agreement constitutes the entire collective bargaining agreement between the parties as to wages, hours and conditions of employment.

THIS AGREEMENT is signed and dated this 30th day of May 2017

FOR THE CITY OF HELENA:



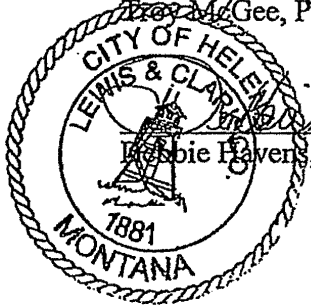
Ronald J. Alles, City Manager




James Fehr, Human Resource Director



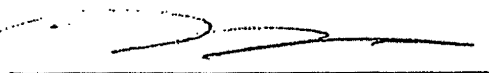
Terry McGee, Police Chief






Robbie Havens, City Clerk

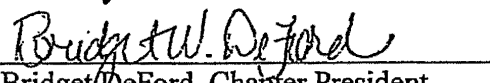
FOR THE MONTANA PUBLIC
EMPLOYEES ASSOCIATION:



Quinton E. Nyman Executive Director,
MPEA



Megan Chuter, Field Representative
MPEA



Bridget DeFord, Chapter President

ADDENDUM A (WAGES)

JULY 1, 2017 THROUGH JUNE 30, 2020

*FY18 7/1/17 – 6/30/18

TELECOMMUNICATORS	STEP 1	17.9375
	STEP 2	18.3859
	STEP 3	18.8455
	STEP 4	19.7878
	STEP 5	20.7772

TELECOMMUNICATOR II 8 - 12 YRS	21.1884
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TELECOMMUNICATOR III 13+ YRS	21.6036
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LEAD DISPATCHER	22.8536
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*The above pay rates are effective July 1, 2017 or the date this contract is agreed to, whichever date is later.

On July 1, 2018 (FY19) the final FY18 matrix will be increased by the Commission approved COLA for all employees in the telecommunicator classifications.

On July 1, 2019 (FY20) the FY19 matrix will be increased by the Commission approved COLA for all employees in the telecommunicator classifications.

New employees with previous experience that meets the criteria listed below will be placed in the appropriate step after completion of the training program. Employees will then progress through the steps (if applicable) as per the City of Helena Personnel Policy section code 30-2A (attached) based on hire date, successful completion of the probationary period, and/or fiscal year.

New employees with no previous experience as outlined in Addendum A will be placed at step one (1) upon hire and will progress through the steps per the City of Helena Personnel Policy section code 30-2A (attached) based on hire date, successful completion of the probationary period, and/or fiscal year.

Previous Experience Criteria

Step 2: Montana POST Public Safety Communicators Basic Certificate and at least one (1) year full time Public Safety Dispatch experience OR AA College Degree OR at least two (2) years full time military experience.

Step 3: BA/MA College Degree OR at least two (2) years of full time Public Safety Dispatch Experience.

Step 4: Three (3) years of full time Public Safety Dispatch Experience Or worked at least two (2) years as a full time L/E Officer Or worked at least two (2) years as a full time Fireman OR worked at least two (2) years as a full time ambulance employee.

Step 5: Four (4) years full time Public Safety Dispatch Experience.

ADDENDUM "B" - LONGEVITY

1. Temporary time worked: Time worked in a temporary position will count toward longevity when an employee is hired as a regular employee with no break in service. The temporary position must have been full-time or part-time, minimum of 20 hours per week.

The qualifying work period begins on the employee's date of hire and ends at 12:00 midnight October 31 of the year payments are made.

2. LONGEVITY PAYMENT SCHEDULE

Longevity payments will be made once per year in the amount of \$8.00 per month, per year of service (\$96.00 per year of service) beginning after the completion of four (4) years of service.

Longevity is paid for a full year's service, but will be prorated upon retirement.

Longevity payment calculations will be based on the last longevity payment. (See Article 15 section A (1) (2)).

Section Code: ADDENDUM C Section Title: POSITION CLASSIFICATION/PAY Subject: Performance Step System

Compensation step system chart:

Hired/promoted on or after:	Months in 1 st step	Months in 2 nd step	Date to 3 rd step
January 1	All spend 12 months at 1 st step	6	July 1
February 1		5	July 1
March 1		4	July 1
April 1		15	*July 1 the following year
May 1		14	*July 1 the following year
June 1		13	*July 1 the following year
July 1		12	July 1
August 1		11	July 1
September 1		10	July 1
October 1		9	July 1
November 1		8	July 1
December 1		7	July 1

* Employees reaching Step 2 before April 1 will be considered for an increase to Step 2 on July 1 of the same year. If an employee reaches Step 2 on or after April 1, the employee would not be eligible for an increase to Step 2 until July 1 of the following year.