

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF HELENA**

**AND**

**MONTANA FEDERATION OF PUBLIC EMPLOYEES**

**DISPATCHERS LOCAL #7790**

**AGREEMENT PERIOD**

**JULY 1, 2020 – JUNE 30, 2023**

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## PREAMBLE

**THIS AGREEMENT** is made and entered into this June 9, 2020 between the City of Helena, hereinafter referred to as the “Employer,” and the Montana Federation of Public Employees Local #7790, hereinafter referred to as the “Federation”.

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

**Article: 1****Article Title: Recognition**

The Employer recognizes the Federation as the exclusive representative for purposes of collective bargaining with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety 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 Center 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**

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

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

## **Article: 3**

### **Article Title: Definitions**

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

- 1. Emergency:** An emergency event is a sudden, urgent usually unexpected incident or occurrence that requires an immediate reaction or assistance for emergency situations faced by the recipients of public assistance. The main purpose of such assistance is to bring the situation under control and to restore normality. It usually poses a threat to the health or safety of those involved, responders, and the people in the surrounding area. An emergency is any event or occasional combination of circumstances that calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition. Existing or continuing conditions are never considered emergencies. Final determination as to whether a situation can be defined as an emergency resides with Management. Management will notify the federation or a designee within three (3) calendar days of establishing an emergency.
- 2. Regular Full-Time Employee:** An employee as defined in City of Helena personnel policy 6-5.
- 3. Regular Part-Time Employee:** An employee as defined in City of Helena personnel policy 6-5.
- 4. Probationary Employee:** a non-temporary employee who is in an applicable probationary period.
- 5. Schedule:** a defined combination of work days and days off in a given period of time, often repeating in a regular cycle.
- 6. Shift:** the hours within a work day an employee is scheduled to work, usually scheduled on a regular, repeating basis.
- 7. Temporary Employee:** temporary employees may be either short-term or long-term, as defined in City of Helena personnel policy 6-5.
- 8. Work Day:** A workday shall not exceed more than (14) hours of work in any twenty-four period, unless by mutual agreement of the employee and the employer or when an emergency exists as defined in Article 3.
- 9. Work Week:** A work week shall consist of no more than forty scheduled working

hours and at least two consecutive scheduled days off in a seven-day period. The work week is defined as Sunday through Saturday.

**10. Seniority:** means the number of continuous days as a regular employee beginning with the first date of hire within the bargaining unit.

**11. Lead Seniority:** means the number of continuous days of qualifying service as a lead dispatcher beginning with the most recent date of appointment into that position.

**Article: 4**

**Article Title: Probationary Period**

1. All new Regular Employees shall be considered probationary until they work a minimum of 12 months. An employee ends his/her probationary status upon successful completion of the 12-month probationary period.
  - A. If an employee is found unsuitable for a position during the probationary period, the employee may be discharged.
  - B. After the probationary period, employees shall only be terminated for just cause or for reduction in force.
2. A current employee promoted to a new position shall serve a new twelve (12) month probationary period for the new position. If the employee is found unsuitable for the new position, the employee may be placed back into the position held prior to the promotion if there is a vacancy. If there is no vacancy, the employee may be discharged.
3. A probationary period may be extended by mutual agreement of the Federation and Employer for up to six (6) months if an employee has not satisfactorily met the job requirements in the first twelve (12) months. If the probationary employee does not meet the standards during the additional time period they will be dismissed or may be transferred back to his/her prior position (if he/she had been promoted to the new position) if a vacancy exists.
4. If a probationary employee uses more than 40 consecutive hours of sick leave, leave without pay or is unable to work due to on the job injury, the probationary period may be extended for that period of time.
5. Probationary employees will be formally evaluated at six (6) months and within one (1) month of the completion of the probationary period. This does not preclude management from completing as many formal evaluations as deemed necessary,

and does not include daily, weekly or other periodic evaluations to take place during the Communications Training Officer (CTO) Program.

6. Probationary periods apply to all Regular Full-time and Regular Part-time employees. Temporary employees are considered probationary during their full hire period.
7. Any provisions of City personnel policy 6-6 governing probationary periods that do not conflict with this Article also apply.

**Article: 5**

**Article Title: Payroll Deduction of Dues**

Upon written authorization from an employee covered by this agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation for dues.

The amounts to be deducted, or any changes in such deductions, shall be certified in writing to the Employer by an authorized officer of the Federation, and at least thirty (30) days in advance of any such change. Federation dues shall be deducted in equal installments twice monthly or twenty-four (24) times per year. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Montana Federation of Public Employees by the 15<sup>th</sup> day of the succeeding month, after such deductions are made.

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

**Article: 6**

**Article Title: Working Conditions**

**1. General:**

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

## 2. Meal Breaks and Rest Breaks:

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

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

- B. Out of consideration for all on-duty employees the following is not permitted unless authorization has been granted:
- i. Combining meal and rest breaks into an extended break.
  - ii. Taking more than 2 consecutive rest breaks at a time.
  - iii. Taking more than 1 consecutive meal break at a time.
  - iv. Taking a rest break or meal break during the first or last 60 minutes of the workday.
- C. It is understood that telecommunicators may leave their workstation during their meal break or rest break but will remain on the premises and available for recall. Telecommunicators may leave the premises only with authorization and are subject to submission of a leave request if employee is absent longer than the allotted time, at the discretion of the dispatch supervisor except where it is noted in this article.
- D. Telecommunicators forced to work back to back shifts, without advanced knowledge, due to a last-minute vacancy, increased call volume or an emergent incident can be granted permission to leave the premises. Departure from the premises can be for a period not to exceed 30 minutes with authorization. Employees remain subject to recall and are not required to submit a leave request under these unique conditions.

## 3. Scheduling

- A. Employees have the right to an exchange of shifts or schedules when the



exchange does not interfere with the best interests of the Communication Center and when the exchange has been pre-approved by the dispatch supervisor. The Employer assumes no obligation for overtime pay or wage claims as a result of such exchange.

- B.** If changes are made to schedules, the dispatch supervisor will meet with the affected employees to explain the reasons for the change in the scheduling. Except for cases of emergency, a 14-calendar day notice will be provided prior to implementation of all scheduled changes unless mutually agreed upon.
- C.** In filling unplanned vacancies, employees of the same job classification may exercise a preference to fill a vacancy based on seniority. It is understood that a vacancy is created by termination of employment or the creation of an additional position within the same classification.
- D.** If a shortage for a shift occurs with less than twenty-four (24) hour notice, the employer has the right to fill the shortage in the following order.
  - i.** Depending on the circumstances, the least senior telecommunicator on-duty can be ordered to stay until the shortage is back filled.
  - ii.** Lead Dispatchers are eligible to fill shortages, however the nature of their position gives them the option to defer the shift rather than being ordered to fill it. However, the nature of the position does not supersede seniority if electing to fill the shortage.
  - iii.** Management will make reasonable efforts to fill the shortage by seeking volunteers based on seniority. The most senior volunteer will be selected to fill the shortage.
  - iv.** If no volunteers are found and all reasonable options have been exhausted, management will order the on-duty telecommunicator(s) to fill the shortage. The most senior telecommunicator will be given priority when selecting which portion of the shortage to cover.
- E.** Communication Training Officers and Terminal Agency Coordinators may be assigned to a shift based on training or staffing needs.
- F.** Probationary employees and Lead Dispatchers are assigned to shifts and schedules and are subject to rotation based on the needs of the employer, training considerations and operational necessity.

#### **4. Shift Briefing**

- A.** Shift briefing will take place at the beginning of the shift and are conducted by the off-going personnel. Because briefing may require off-going personnel to stay beyond the expected completion of the current shift, off-going employees can accrue comp time for 5 minutes or (.08) hours with no accrual request required. In the event the briefing time goes beyond the 5 minutes, off-going personnel will be required to submit an accrual request for either comp time or overtime for the total time involved in .25 increments (e.g. 5 minutes plus 10 minutes = 15 minutes or .25 hours).
- B.** Briefing time is not an automatic entitlement. If the employee is not required to extend their shift, or no briefing occurs, the employee is not entitled to additional compensation.

#### **5. Personal Property**

The Employer will provide all work-related office supplies.

### **Article: 7**

#### **Article Title: Federation Privileges**

- 1.** With approval of the Center Supervisor, authorized representatives of the Federation will be allowed to visit the work area of employees during working hours and confer on employment related matters to the extent that such visits do not disrupt the work of the Employer, and do not result in compensation outside scheduled work hours.
- 2.** The Federation shall be provided bulletin board space for the use of communication with its members in dispatch.
- 3.** The Federation shall be allowed the use of the conference room at the 911 center for meetings when such facilities are available and the meetings would not interfere with the business of the Employer. The Federation must schedule the use of the meeting room with the Center Supervisor or his/her designee.

### **Article: 8**

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

- 1.** The Employer and the Federation recognize that illegal drug usage, misuse of

legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the City of Helena. The Employer and the Federation agree to promote the health, safety, and welfare of employees and the community by maintaining an alcohol and drug-free workplace.

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

**Article: 9**

**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, County or other entities when available.
2. The Employer shall notify all employees of any upcoming training or workshops provided by the City of Helena

**Article: 10**

**Article Title: Labor Management Committee**

1. There shall be a labor management committee consisting of up to four (4) Federation representatives plus one (1) alternate and the Federation field representative and four (4) management representatives plus one (1) alternate and a representative of the City of Helena Human Resources Department. The committee shall meet at the request of either party. Meetings will be scheduled at a mutually beneficial time and place.
2. 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 Employer will pay for cleaning of uniforms at an Employer-selected cleaner up to \$20 per month for telecommunicators, which may accumulate to a maximum of \$240 in any fiscal year.
2. The Employer shall purchase uniform clothing and accessories for each employee required to wear a uniform.
3. All furnished uniform clothing and accessories will comfortably fit each employee at the time of issue and not to include alterations to form fit.
4. All uniforms and accessories purchased by an employee in this unit prior to the acceptance of this agreement is the property of the employee.
5. Badges, I.D. cards, uniforms and accessories furnished by the Employer shall be returned to the Employer upon termination.

## **Article: 12**

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

#### **1. General**

- A. It is understood that all leaves except sick leave must be approved in advance.
- B. Any abuse of leave under this Article will result in loss of leave pay and will constitute grounds for disciplinary action up to and including termination.
- C. For leave requests of short notice, seven (7) days or less, that are not of an emergency nature, employees may be asked to assist in finding a replacement.

#### **2. Holidays**

- A. Employees shall be granted paid holidays as provided by state law plus any legal holiday declared by the President of the United States or the Governor, or City of Helena.
- B. Regular part-time employees shall be granted holiday time on a prorated basis provided they work at least 20 hours per week.
- C. Telecommunicators shall receive 1 (one) paid holiday annually for each of the holidays regardless of whether they actually work on the holiday. Holiday time may be taken: a.) in one (1) block of consecutive days determined by the supervisor with seniority being a factor in the decision; or b) broken down into more than one (1) block by mutual agreement.

- D. Employees shall not carry over any holidays from one (1) calendar year to the next. Holidays earned for each calendar year must be used by March 31st of the following year.
- E. Probationary employees may only use holiday pay on the day of the holiday or for holidays that have passed. They will not be able to use paid holidays for days that have not yet occurred in the calendar year unless approved by the supervisor under special circumstances.
- F. Employees who terminate their employment shall be entitled to receive compensation at their regular rate of pay for any holidays accumulated and not taken in accordance with Paragraph E above. Additionally, any terminating employee shall have deducted from their final pay, any amount of holiday pay received but not earned at the time of termination.
- G. 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 F above.

**3. Vacation Leave**

- A. 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.
- B. 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.
- C. 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	18	144	6

years

15 years through 20 years	21	168	7
20 years or more	24	192	8

- D. 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.
- E. Employees shall not accrue vacation leave credits while on a leave of absence without pay.
- F. 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 to express their preference for vacation time off. Scheduling conflicts will be determined on the basis of seniority if submitted prior to February 1st.

<b>Bid period</b>	<b>Vacation Requests for Period Preference Date</b>	<b>Period for Which Requests My Be Submitted</b>
January 1 – December 31	February 1	January 1 – February 1

#### 4. Sick Leave

- A. 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.
- B. 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.
  - i. Illness that occurs during an employee's vacation or holiday time will be charged to sick leave with verification when requested.
  - ii. Absence due to dental care, optical care or medical examination must have prior approval from the supervisor, provided the employee gives 24 hours' notice, unless of an emergency nature.
- C. 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.

**D.** 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.

**E.** Employees shall not accrue sick leave credits while on a leave of absence without pay.

**5. Military Leave**

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

**6. Jury Duty and Witness Leave**

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

**7. Leave Without Pay**

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

**8. 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**

**1. Insurance**

**A.** For the term of this agreement the Employer will contribute to the medical, dental, life and vision insurance plans in the same amount as it contributes to the plan for other employees not included in a bargaining unit.

**B.** 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.

**C.** The Employer will continue to pay monthly medical, dental and vision insurance premium contribution for an employee while he/she is out on workers' compensation, as long as the employee is in employment status. Leaves of absence taken in connection with a worker's compensation injury

or illness will run concurrently with any FMLA leave entitlement.

- D. Employees will be required to pay all insurance contributions while on leave without pay, except while covered under the FMLA.

## **2. Industrial Accident**

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, Classification, and Layoffs**

#### **1. Seniority**

- A. Seniority means the number of continuous days as a regular employee beginning with the first date of hire within the bargaining unit.
  - i. Seniority shall be recognized after successful completion of the probationary period. Upon successful completion of the probationary period, seniority shall date back to the first day of hire in a bargaining unit position.
  - ii. Employees may protest their seniority designation through the grievance procedure if they have cause to believe that an error has been made. Ties in seniority shall be broken by a drawing of names.
  - iii. Seniority will apply to the following areas:
    - a. Leave Scheduling
    - b. Longevity Calculation
    - c. Job Posting
- B. Lead Seniority means the number of continuous days of qualifying service as a lead dispatcher beginning with the most recent date of appointment into that position.
- C. An employee shall lose his/her status as an employee and his/her seniority if:
  - i. The employee resigns or quits;
  - ii. The employee is discharged or released;



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

## **2. Job Classification**

- A. There are two distinct job classifications within the bargaining unit.
  - i. Public Safety Telecommunicator(s).
  - ii. Lead Public Safety Telecommunicator(s).
- B. Job Classification will apply to the following areas:
  - i. Layoffs
  - ii. Shift Bidding

## **3. Layoffs**

- A. Employees who are laid off may remain on lay off status for up to one (1) year from the date of lay-off. During this year, employees will be recalled if the position from which they were laid off is reinstated. If an employee is recalled during said one (1) year period, all time spent on lay off during that year shall be accrued for the purpose of seniority. Regular employees who are scheduled to be laid off shall be given at least thirty (30) calendar days' notice.
- B. Layoffs caused by a reduction in force shall be in order of seniority (i.e. the number of continuous days as a regular employee beginning with the first date of hire within the bargaining unit).
- C. In the case of a layoff among Lead Public Safety Telecommunicators, layoffs caused by a reduction in force shall be in order of lead seniority (i.e. the number of continuous days of qualifying service as a lead dispatcher beginning with the most recent date of appointment into that position).
- D. All recalls to employment shall be in order of seniority within the job classification from which they were laid off; that is, the last employee released 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.
  - i. The Employer shall notify such employees by certified mail of its intent to rehire them. If such employee fails to notify the Employer within ten (10) calendar days of his/her intention to return to work, the

employee shall be considered as having forfeited the right to re-employment.

- ii. Regular employees shall have the option of accepting part-time positions if available, or accepting lay-off status.
- iii. Notification to re-hire regular employees shall be given ten (10) calendar days before changing status of part-time and/or temporary employee(s) to regular status.

**Article: 15**

**Article Title: Job Posting**

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

**Article: 16**

**Article Title: Grievance and Arbitration**

1. A grievance shall be defined as a dispute or difference in interpretation or application of the current collective bargaining agreement between an employee or the Federation.
2. The Chief of Police or designee may attend grievance meetings.
3. **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:

**A. Step One:**

Any member of the bargaining unit, who believes that his/her rights have been violated in accordance with the definition of grievances as stated above, shall report the fact in writing to a current officer or representative of the Federation within 15 calendar days of the alleged aggrieved action, or when the employee knows or should have known of the action.

If the established grievance committee determines the grievance has merit, they

shall take up the grievance with the Center Supervisor in writing within thirty (30) calendar days of the initial occurrence of the grievable event (or of the date the employee knew of or should have known of the action). Failure to file a grievance within the prescribed period shall constitute a waiver of the grievance. The Center Supervisor shall respond in writing to the grievance committee within fourteen (14) calendar days of receipt of the grievance.

**B. Step Two:**

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

**C. Step Three:**

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

**D. Step Four:**

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

shall arrange for a meeting with the grievance committee within fourteen (14) calendar days after the receipt of the appeal. Within fourteen (14) calendar days of such meeting, the City Manager or designee shall provide the grievance committee with a written decision.

**E. Step Five-Mediation (Optional):**

If the grievance committee 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.

**F. Step Six-Arbitration:**

The grievance may be referred to arbitration by either party in any of the following circumstances after completing STEP FOUR or STEP FIVE of this procedure: (1) parties cannot agree to seek mediation; (2) no resolution comes out of mediation; (3) the grievance committee is not satisfied with the disposition of the grievance at STEP FOUR; or (4) no decision has been rendered within fourteen (14) calendar 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 twenty-one (21) calendar days of the City Manager's decision.

**4. Rules Governing the Grievance Procedure**

- A. Waiving time limits:** Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- B. Timeliness:** A grievance not filed or advanced by the grievant within the time limits provided shall be considered 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.
- C. Delegation:** Any appointed authority referred to as a "designee" may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
- D. Elements of the written grievance:** When the grievance is presented in writing, there shall be set forth all of the following:
  - i.** The name of the grievant(s).

- ii. Dates of the action(s).
- iii. A complete statement of the grievance.
- iv. The contract provision violated.
- v. Specific remedy or corrective action requested.

**E.** Alternative procedures: If the grievance committee chooses to use alternative grievance procedures, to include administrative or judicial procedures, they may not pursue the same complaint under the provisions of this contractual grievance procedure. Similarly, an employee who pursues a grievance under the provisions of this contract may not pursue the same grievance in another procedure.

## **5. Rules Governing Arbitrators**

- A.** Selection of an arbitrator: The parties shall request a list of five (5) arbitrators from the Board of Personnel Appeals and within seven (7) calendar days of receipt of said list shall alternately strike names from the list. A coin toss will be used to decide which party strikes first from the list. The last remaining name shall serve as the arbitrator. The parties shall notify the Board of the designated arbitrator within seven (7) calendar days of the receipt of the list. The arbitrator selected will arrange for a hearing at a time and place that is convenient to the parties.
- B.** Arbitrator's limitations: No grievance which fails to meet the requirements of "Paragraph 4, 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.
- C.** Cost allocation: Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

**Article: 17**

**Article Title: Lead Dispatchers**

1. The Lead Dispatcher is a member of the Federation and is covered under the collective bargaining agreement with respect to wages, hours of employment, fringe benefits and other conditions of employment for City of Helena Public Safety 9-1-1 Emergency Telecommunicators.
2. The Employer shall retain the right to determine the need for this position, the promotional process and qualifications needed for filling this position.
3. The Lead 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.
4. If a new 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**

**1. 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.

## **2. 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 80 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 employee's regular rate of pay with a two (2) hour minimum.

### **3. Training**

Required attendance of employees for training will be compensated for in accordance with the provisions of Paragraph 2 of this Article.

### **4. Reimbursement Expenses**

- A. 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.
- B. 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.
- C. The Employer will provide membership for Employees to a health club/gym of the Employer's choosing. Absent providing the membership, the Employer will reimburse the Employee for an existing health club/gym membership as of the date this agreement is adopted in an amount up to \$10 per month.
  - i. In order to continue receiving this benefit, the Employee must utilize the membership at least once per calendar week, or an average of 4 times per calendar month or more.
  - ii. The Employer will receive usage information from the contracted facility in order to verify the usage information for the benefit. If the Employee is receiving reimbursement for a current membership at another facility, the Employee will provide the Employer adequate documentation on a monthly basis to document usage in order to continue receiving the benefit.

### **5. 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.

#### **6. Shift Differential**

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.

### **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**

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

### **Article: 21**

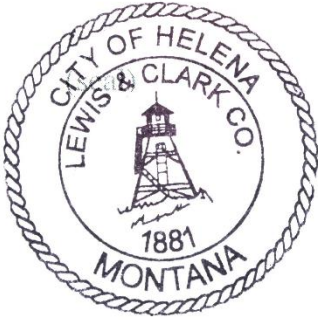
#### **Article Title: No Strike/No Lockout**

During the term of this agreement, the Federation 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**

1. The effective date of this agreement is July 1, 2020, and it shall continue in full force and effect until June 30, 2023, at which time all parts of this Agreement shall expire.
2. If either party desires to open this agreement for negotiations, it shall give written notice to the other party by certified mail, return receipt requested, not later than February 1, 2023 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, 2023.
3. 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.

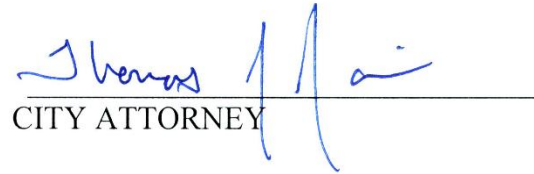
THIS AGREEMENT is signed and dated this 30th day of June 2020



ATTEST:

  
CLERK OF COMMISSION

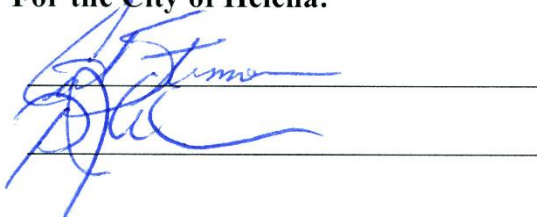
  
INTERIM CITY MANAGER

  
CITY ATTORNEY

  
AMANDA CURTIS, PRESIDENT MFPE

  
ZACH SLATTERY, HELENA LOCAL #7790 PRESIDENT

**For the City of Helena:**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section Code: ADDENDUM A**

**Section Title: Wages / Previous Experience Criteria**

July 1, 2020 through June 30, 2023:

		FY 21 (July 1, 2020- June 30, 2021	FY 23 (July 1, 2022 – June 30, 2023) <b>OR</b> approved COLA
Telecommunicators	STEP 1	\$18.4058	18.5898
	STEP 2	\$19.3261	19.5193
	STEP 3	\$20.2924	20.4953
	STEP 4	\$21.3070	21.5201
	STEP 5	\$22.3723	22.5961
Telecommunicator II		\$22.9316	23.1610
Telecommunicator III		\$23.5049	23.7400
Dispatch Lead		\$24.6802	24.9270

Any changes to the above pay matrix are applied at Step 1 Telecommunicator. Additional Step and Classification wages are computed as follows:

Step 2 Telecommunicator – Step 1 plus 5%

Step 3 Telecommunicator – Step 2 plus 5%

Step 4 Telecommunicator – Step 3 plus 5%

Step 5 Telecommunicator – Step 4 plus 5%

Telecommunicator II – Step 5 Telecommunicator plus 2.5%

Telecommunicator III – Telecommunicator II plus 2.5%

Dispatch Lead – Telecommunicator III plus 5% The above pay rates are effective July 1, 2020 or the date this contract is agreed to, whichever date is later.

On July 1, 2021 (FY 2022): Commission approved cost of living (COLA).

On July 1, 2022 (FY 2023): 1% increase or commission approved cost of living (COLA), whichever is greater (1% reflected in above matrix).

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

Step 3: Bachelors-level College Degree OR at least two (2) years of full time Public Safety Dispatch Experience.

Step 4: Masters-level College Degree OR at least three (3) years of full time Public Safety Dispatch Experience.

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

**Section Code: ADDENDUM B**

**Section Title: 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 <sup>st</sup> step	Months in 2 <sup>nd</sup> step	Date to 3 <sup>rd</sup> step
January 1	All spend 12 months at 1 <sup>st</sup> 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

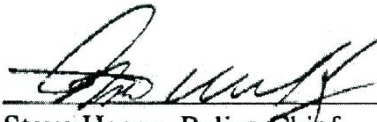
\* Employees reaching Step 2 before April 1 will be considered for an increase to Step 2 on July 1 of the same year. If an employee reaches Step 2 on or after April 1, the employee would not be eligible for an increase to Step 2 until July 1 of the following year.


**MEMORANDUM OF UNDERSTANDING (MOU)**  
**between**  
**the Montana Federation of Public Employees (MFPE)**  
**and**  
**The City of Helena**


Administrative Order #2021-001 establishes protocols necessary and essential to the health, safety, and welfare of the City of Helena during the ongoing state of emergency.

In recognition of Administrative Order #2021-001 and the exigent circumstances presented by COVID-19, the parties to this Collective Bargaining Agreement have conferred. The parties mutually agree to be bound at this time by the same terms and conditions of the Order as all non-bargaining unit employees. This agreement is effective upon signature until June 30, 2021\* or the rescinding of Administrative Order #2021-001 whichever occurs first. Future amendments, if any, will be presented to MFPE for consideration and agreement prior to implementation.

\*This MOU may be extended beyond June 30, 2021 by mutual agreement.

For the City:  Date: 2/2/21  
Steve Hagen, Police Chief

For MFPE:  Date: 2/2/21  
Zach Slattery, Chapter President

For MFPE:  Date: 2/3/21  
Amanda Curtis, MFPE President