

AGREEMENT BETWEEN
THE CITY OF HELENA
AND
HELENA POLICE PROTECTIVE ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2020 - JUNE 30, 2023

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PREAMBLE

This agreement is made and entered into this 1st day of July, 2020, by and between the City of Helena, 406 Fuller Avenue , Helena, Montana, hereinafter referred to as the Employer, and the Records Section of the Support Services Division Employees, of Helena, Helena Police Protective Association, acting by and through its duly qualified officers and representatives, all of which are hereinafter called the Association.

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

Article: 1

Article Title: Recognition

The 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 the regular full-time and part-time employees of the Record section of the Support Services Division,

Article: 2

Article Title: Management Rights

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

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

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

All employees defined in Article 1 are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal laws.

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. An employee promoted within this one (1) year probation will re-start the one (1) year probation period. After the probationary period, employees shall only be terminated for just cause or for reduction in force.

If an employee is successfully promoted to a new or different position, the one (1) year probationary period shall begin again to provide for determination of competency in the new position. 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.

The job performance of probationary employees will normally be 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 deduct, twice each month, dues and assessments from the pay of each employee who has elected membership under this agreement in an amount certified to be current by the secretary-treasurer of the Association.

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. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Helena Police Protective Association office by the 15th day of the succeeding month, after such deductions are made.

The Association agrees to indemnify and hold the 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 five (5) day period of scheduled work (Monday through Friday) followed by two (2) consecutive days off.
2. Work Day - a scheduled work day shall not exceed eight (8) hours of work (9 hour workday in any twenty-four (24) hour period unless mutually agreed upon by the employee and employer.
3. Any permanent workday/workweek changes will be by mutual agreement between Administration and the Association and noticed to employees 30 days in advance.

B. Meals

Records staff shall receive one 60 minute meal break per nine (9) hour shift.

C. Rest Breaks

1. All employees shall receive two (2) fifteen (15) minute rest breaks during each shift.

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. Fifteen (15) minute rest breaks shall be paid. Employees will be completely relieved of duties for the thirty (30) minute unpaid meal period. Employees are allowed to take rest and meal breaks as work allows with prior approval.

D. Shift Requirements

1. Employees and Employer may adjust the scheduled work hours of an Employee by mutual agreement.

E. Supplies

1. The Employer will provide work related office supplies.

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 to take care of matters that could not be reasonably taken care of at another time. Visitations shall not involve more than two (2) employees and shall not be longer than thirty (30) minutes in duration. Employees who receive permission to conduct Association business in excess of the thirty (30) minutes mentioned above 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 records.
3. The Association shall be allowed the use of a meeting space of the Employer 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: Training**

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

Article: 9**Article Title: Labor Management Committee**

There shall be a labor management committee consisting of up to three (3) Association representatives and up to three (3) management representatives. 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: 10**Article Title: Uniforms**

1. The City will pay for cleaning of uniforms at a City selected cleaner up to \$20 per month for records clerks, which may accumulate to a maximum of \$240 in any fiscal year.
2. The City will 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: 11**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. It is the policy of the City of Helena to continue to pay the employer monthly medical, dental and vision insurance premium contribution while an employee 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..
4. Employees will be required to pay all insurance contributions while on leave without pay, except while covered under the FMLA.

B. 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.

C. Equal Compensation

1. If an employee loses time because of an injury sustained in the line of duty for which he/she qualifies for compensation under Workers' Compensation Insurance, he/she may elect to coordinate the use of his/her accrued leave in accordance with MCA 39-71-736 to ensure the aggregate compensation for the month equals the normal amount of take home pay, upon application and approval of the Employer on a month to month basis. The aggregate monthly compensation shall be calculated by subtracting the amount received from the Workers' Compensation Insurance from the normal take home pay for the month previous to the date the injury occurred without overtime pay.
2. Employees electing this option may not buy back their sick leave at some later date.

Article: 12**Article Title: Seniority****A. Seniority**

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

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

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 Department seniority and records unit job classification seniority and the purpose for which each category of seniority will be used:

D. Seniority List

<p>Department Seniority <u>Applies to:</u></p> <p>1. Longevity Calculation a. Annual Leave b. Longevity Pay 2. Job Posting</p>	<p>Records Unit Job Classification Seniority <u>Applies to:</u></p> <p>1. Lay-Off 2. Leave Scheduling</p>
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Records Unit job classification used is: Record Clerk(s)

Article: 13
Article Title: Job Posting

A. When the Employer determines the existence of a vacancy or new position, the Employer shall post an external posting at a minimum on the City website and send an email to all employees with the vacancy information.

The Employer may post a vacant position internally within the department only when appropriate.

B. The Department has the right to select employees to fill new or vacant positions.

Article: 14
Article Title: Grievance and Arbitration

A. Association Representation: No employee at any step of the grievance procedure shall be required to meet with any administrator without Association representation.

B. Bypassing Steps: If a grievance arises from the action of authority higher than that of the Chief of Police, the Association may present such grievance at the appropriate step of the grievance procedure.

- C.** Definition: A grievance shall be defined as a dispute or difference in interpretation between an employee or the Association, and the Employer involving wages, hours, and conditions of employment, which are expressly provided by this contract.
- D.** Representation Option: An employee shall have the option to have Association representation.
- E.** Timelines: If the employee fails to respond within the timeframes established for a step, the grievance is considered resolved in favor of the last response given by management. The employee may not refile the grievance. If management fails to respond within the timeframes established for a step, the grievance may proceed to the next appropriate step of the procedure if available. Any step of the procedure and timeframes in the procedure may be waived upon written agreement of both parties.
- F.** Harm to Employee: Any action taken by the Employer or inaction of the Employer which causes an employee(s) harm, either financially, physically, or with respect to employment status, that is subsequently found to have been inappropriate, shall be promptly accepted.
- G.** Informal Discussions: The parties herein agree that informal discussion can be beneficial and is encouraged; however, in the absence of or inability of such discussion to resolve a problem that exists, any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- H.** Procedure: In order to ensure that grievances are resolved as quickly as possible, and to maintain harmonious labor relations, the following procedure shall be used.

Step 1: Any Employee who is a member of the bargaining unit, who feels that his/her rights, have been violated, in accordance with the definition of grievance above, shall report the fact in writing to a current Association board member within fifteen (15) calendar days of the alleged aggrieved action or when the employee knows or should have known of the action. If the grievance committee determines that the grievance has merit they shall take up the grievance or dispute in writing with the employee's department head, or appropriate authority, within thirty (30) calendar days of the alleged aggrieved action (or within 30 days of when the employee should have known of the action). The grievance will be presented in writing and will cite the article(s) or section(s) of the collective bargaining agreement that is believed to have been violated and will outline the remedy sought by the grievant and committee. The department head or

appropriate authority shall attempt to adjust the matter and shall respond in writing to the grievance committee within seven (7) calendar days of receiving the grievance.

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

Step 3: If the reply of the City Manager is unsatisfactory to the grievance committee, the grievance committee shall notify the City Manager within seven (7) calendar days of its desire to seek non-binding mediation. The parties will jointly contact a mediator. If there is a cost associated, the parties will equally share costs. If the Association fails to notify the City Manager within this seven calendar day time limit, the right to pursue the grievance is waived.

Step 4: If the issue is unresolved in mediation, the grievance committee shall notify the City Manager, or designee within seven (7) calendar days (of mediation) of its decision to submit this controversy to arbitration. Thereupon, within fourteen (14) calendar days after such written notice is delivered to the City Manager, the City Manager and the Association shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to supply both parties with an identical list of names and addresses of seven (7) persons who have indicated a desire to provide services as arbiters.

The Association and the City Manager or designee shall, within seven (7) calendar days of the receipt of such lists, meet and by alternately striking names from the list select the arbiter by requesting the services of the last name remaining on the list. The arbiter so chosen will be contacted by both parties within seven (7) calendar days and be asked to start proceedings at the earliest mutually agreeable date.

1. During the proceedings the arbiter shall be provided with all evidence thus far obtained and shall hold a hearing to determine the facts.
2. The arbiter shall be requested to render a decision within thirty (30) calendar days and such decision shall be final and binding upon both parties. The arbiter shall have no authority to alter in any way the terms of this agreement. The arbiter shall notify both parties of his/her decision in writing. Expenses for the arbiter's services shall be shared equally by the Employer and the Association.

3. It is understood by both parties to this Agreement that an appointed authority may replace any titled position mentioned in the above stated grievance procedure, provided that such appointee shall have the full authority to act in the capacity of the person(s) being replaced.

Article: 15 Article Title: Compensation
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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.

Records Training Officer (RTO): An employee assigned as RTO shall receive \$2.50 per hour over his/her base wage for all hours when the RTO is actually with the trainee. Only those employees appointed as RTO's will be eligible for extra pay. Longevity is not the only factor when determining an RTO assignment.

CJIN Technician (TAC): Employees that have been designated as TAC's 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 eight (8) hours in any day and/or forty (40) hours per week shall receive overtime compensation at a rate of one and one-half times the employee's regular hourly rate unless the employer and employee agree to the accrual and use of compensatory time.

With supervisory approval, an employee may work flexible (flex) time during the week by working more than 8 hours in a day and an equal number of fewer hours another day. This flex time will be earned and utilized on an hour for hour basis within the week. Employees who flex time during the week are not entitled for overtime unless they work more than 40 hours in the week.

Compensatory time will be accumulated at the rate of 1½ hours for each hour worked. Any compensatory time which includes RTO pay will be handled as regular compensatory time except that the RTO 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 worked 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 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.

C. Training

Required attendance of employees for training will be compensated for in accordance with the provisions of Paragraph B of this Article when more than forty (40) hours is worked during the week.

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. 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: 16

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: 17

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: 18**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: 19**Article Title: Termination and Renewal**

- A. 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. If either party desires to open this agreement for negotiations, it shall give written notice to the other party 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.
- 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.

IN WITNESS WHEREOF, we have hereinafter set our hands on this

30th day of June, 2020.



ATTEST:

[Signature]
CLERK OF COMMISSION

[Signature]
INTERIM CITY MANAGER

[Signature]
CITY ATTORNEY

CITY OF HELENA:

[Signature]

G.A. King 739

[Signature]

[Signature]

HELENA POLICE
PROTECTIVE ASSOCIATION:

[Signature]

[Signature] 726

ADDENDUM A (WAGES)

JULY 1, 2020 THROUGH JUNE 30, 2021

		FY21
RECORDS CLERKS	STEP 1	16.8693
	STEP 2	17.7128
	STEP 3	18.5985
	STEP 4	19.5284
	STEP 5	20.5048

On July 1, 2021 (FY22) the above matrix will be increased by the Commission approved COLA for all employees in the records clerk classifications.

On July 1, 2022 (FY23) the FY22 matrix will be increased by the Commission approved COLA for all employees in the records clerk classifications.

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.

Section Code: 5-2
Section Title: POSITION CLASSIFICATION/PAY
Subject: Performance Step System

PAY STEP SYSTEM

Date Employed On or After	Months in 1st Step	Date to 2nd Step	Months in Step	Date to 3rd Step
January 1	12	January 1	6	July 1
February 1	12	February 1	5	July 1
March 1	12	March 1	4	July 1
April 1	12	April 1	15	*July 1 – following year
May 1	12	May 1	14	July 1
June 1	12	June 1	13	July 1
July 1	12	July 1	12	July 1
August 1	12	August 1	11	July 1
September 1	12	September 1	10	July 1
October 1	12	October 1	9	July 1
November 1	12	November 1	8	July 1
December 1	12	December 1	7	July 1

CITY OF HELENA

*Employees reaching Step 2 before April 1 could be considered for an increase to Step 3 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 3 until July 1 of the following year.