

RESOLUTION NO. 3510

A RESOLUTION RATIFYING THE LETTER OF AGREEMENT CONCERNING WAGES AND EXTENSION OF THE TERMS OF THE COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE CITY OF MILES CITY AND AFSCME LOCAL NO. 283-A, AFSCME LOCAL NO. 283-B, IAFF LOCAL NO. 600, AND NON-ORGANIZED STAFF FOR FY 2012-2013 THROUGH FY 2017-2018

WHEREAS the City of Miles City, through its Mayor and its ad hoc Wage and Benefit Committee, have conducted meet and confer sessions with representatives of AFSCME Local No. 283-A, AFSCME Local No. 283-B, IAFF Local No. 600, and the non-organized staff of the City of Miles City to review and confer upon the 2012 MSU Wage Study conducted pursuant to the terms of the bargaining agreements of the aforementioned unions;

AND WHEREAS, the representatives of the City of Miles City and AFSCME Local No. 283-A, AFSCME Local No. 283-B, IAFF Local No. 600, and the non-organized staff of the City of Miles City have arrived at a letter of agreement, subject to ratification by the City Council of the City of Miles City and the membership of three unions. A copy of such letter of agreement is attached hereto as Exhibit "A" and made a part hereof;

AND WHEREAS, as part of such letter of agreement, the negotiators have agreed, subject to ratification, for the parties to extend the terms of their existing collective bargaining agreements to June 30, 2015, subject only to the provisions of the letter of agreement concerning the determination of wages;

AND WHEREAS, the City Council finds the terms and conditions of the letter of agreement, attached hereto as Exhibit "A", and the extension of the terms of the existing collective bargaining agreements with the aforementioned three unions to June 30, 2015, subject only to the provisions of the letter of agreement concerning the determination of wages, are acceptable on behalf of the City of Miles City;

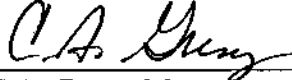
NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA:

1. It does hereby authorize, approve and ratify the letter between the City of Miles City and AFSCME Local No. 283-A, AFSCME Local No. 283-B, IAFF Local No. 600, and the non-organized staff of the City of Miles City, attached hereto as Exhibit "A" and made a part hereof;
2. It does hereby authorize, approve and ratify the extension of the terms of the existing collective bargaining agreements with the aforementioned three unions to June 30, 2015, subject only to the provisions of the letter of agreement concerning the determination of wages;

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute said letter of agreement, Exhibit "A", on behalf of the City of Miles City and bind the City of Miles City thereto;

4. The Mayor of the City of Miles City is hereby authorized and directed to take all future actions necessary to carry out the terms of the letter of agreement, Exhibit "A".

**SAID RESOLUTION PASSED AND ADOPTED BY A DULY CONSTITUTED
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA,
THIS 26TH DAY OF JUNE, 2012.**


C.A. Grenz, Mayor

ATTEST:


Rebecca Stanton, City Clerk

LETTER OF AGREEMENT

- A. The provisions of this Letter of Agreement modify and supersede the provisions of the Letter of Agreement previously executed between the parties relative to the Wage and Benefit Committee and possible resolution of collective bargaining negotiations, to the extent the provisions of this Letter of Agreement are contrary and/or supplemental to the previously executed Letter of Agreement.
- B. Upon successful ratification by the parties who engage in collective bargaining and the City of Miles City Council, the following provisions modify and supersede the provision of the collective bargaining agreement executed by the parties for contract years 2011-2012, to the extent these provisions are contrary and/or supplemental to the collective bargaining agreement:

1. The term of the collective bargaining agreement shall be July 1, 2011 through June 30, 2015. *CD*
C.A. J. Gille
Bgm
2. Should the parties enter into negotiations for a successor agreement, except by mutual agreement each party gives its good faith pledge not to attempt to disturb the following provisions:
 - a. On July 1 of 2012, 2013, 2014, 2015, 2016 and 2017, when the base pay for a position covered by the collective bargaining agreement which the 2012 MSU study identified as being:
 - (1) Under the average base wage:
 - (a) A cumulative increase of one-sixth the amount the position's base pay is under the average base pay, but not if the base wage becomes equal to or greater than the average. The percent by which an individual's actual wage exceeds the base shall be maintained.
 - (b) After applying any increase as a result of (1)(a), above, a 2.0% cost of living increase.
 - (2) Equal to or greater than the average base wage: A 2.0% cost of living increase only when the wage paid falls to or is less than that average.
 - (3) Longevity shall be paid to each employee under the terms of the applicable collective bargaining agreement or policy.

- b. Each Miles City Wage and Benefit Committee member who represents employees shall annually meet with the City in order to determine for each position in his or her group how the provisions of Section B, 2, a, above, shall be applied for the pending fiscal year. Any disagreement shall be subject to the grievance provisions of the collective bargaining agreement or policy applicable to the position in question.
 - c. The Miles City Wage and Benefit Committee may, under the terms of Letter of Agreement which established the Committee, commission additional wage and benefit studies, but at least one will be complete by not later than April 30, 2017. Should any re-evaluation require an alteration to any of the provisions of this Letter of Agreement, such shall become effective only upon ratification by the parties.
3. Each of the provisions of this Letter of Agreement apply to positions not covered by a collective bargaining agreement, except ratification shall be accomplished by action of only the City Council and the group's representative and each employee certifies that, all other provisions notwithstanding, for them this procedure constituted a meet and confer process only.

Each of the parties below indicate by their signature the ratification of the terms of this Letter of Agreement by their union, and a clear understanding of the terms by the nonorganized staff:

FOR THE CITY:

John P. Uden
Council Chair

C. A. Greig
Mayor

FOR THE UNIONS:

Thomas A. Abraham
AFSCME Local 283-A

Barney J. Murrain
AFSCME Local 283-B

Duffie
IAFF Local No. 600

FOR THE NONORGANIZED STAFF:

Doree Blount