



# **CITY OF MILES CITY AGENDA**

*Regular Council Meeting  
City Council Chambers*

*October 23, 2018  
6:00 p.m.*

## **CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL**

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. Regular City Council Meeting 10/09/2018
  - B. Finance Committee Meeting 10/04/2018
2. **SCHEDULE MEETINGS**
3. **REQUEST OF CITIZENS & PUBLIC COMMENT**
4. **APPOINTMENTS**
5. **PROCLAMATIONS**
6. **STAFF REPORTS**
7. **CITY COUNCIL COMMENTS**
8. **MAYOR COMMENTS**
9. **COMMITTEE RECOMMENDATIONS**
10. **BID OPENINGS**
11. **BID AWARDS**
12. **PUBLIC HEARINGS**
13. **UNFINISHED BUSINESS**
14. **NEW BUSINESS**
  - A. **RESOLUTION NO. 4206- A Resolution Approving an Amendment to Agreement for Professional Services With Kadrmas, Lee & Jackson, Inc., for Professional Services at Frank Wiley Field**
  - B. **RESOLUTION NO. 4207- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union**
  - C. **RESOLUTION NO. 4208- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 600 Union**
  - D. **RESOLUTION NO. 4209- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**

**E. RESOLUTION NO. 4210- A Resolution Approving a MMIA Sworn Statement in Proof of Loss Related to Claim For Damage to Fire-Hall**

**15. ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

# MINUTES

# **REGULAR COUNCIL MEETING    October 9, 2018**

**6:00 p.m.**

## **CALL TO ORDER**

The Regular Council meeting was held Tuesday, October 9, 2018, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith. Council Member Dwayne Andrews was excused.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, and City Clerk/Minute Recorder Lorrie Pearce.

## **PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

## **APPROVAL OF COUNCIL & COMMITTEE MINUTES**

### **City Council Minutes: 9/25/2018**

**\*\***     *Councilperson Erlenbusch moved to approve the minutes of the Regular Council Meeting of September 25, 2018, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

### **Special City Council Minutes: 9/27/2018**

**\*\***     *Councilperson Galbraith moved to approve the minutes of the Special City Council meeting of September 27, 2018, and seconded by Councilperson Uden. The motion **passed** by unanimous consent, 7-0.*

## **SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*

- Human Resource:                      Thursday, October 18<sup>th</sup> @ 5:30 p.m.

## **REQUEST OF CITIZENS & PUBLIC COMMENT**

None

## **APPOINTMENTS**

None



## **PROCLAMATIONS**

None

## **STAFF REPORTS**

**Scott Gray-** The water line on the Darling project is complete and the storm sewer is real close to being completed. He said the entire project should be completed by the first week in November.

**Samantha Malenovsky-** Corps of Engineers will hold a meeting updating the public on section 205 and talk about the slough project. The meeting is on October 30<sup>th</sup> at 5:30pm in room 106 at the Miles Community College.

### ***Branden Stevens-***

- Hired two firefighters, their start date is October 22. They have three to four weeks of training before they are certified to work on the floor
- Will submit an Assistance Firefighter Grant for the tender and will not know if the City will be awarded the grant until August of next year
- Received the four wheel drive ambulance last Friday
- Miles City ambulance is currently covering Prairie County for Emergency Medical transfers. He is meeting with the County Commissioners to work on a plan for the future
- Footing for the training center has been poured and delivery of the building is at the end of the month
- He is working with a corporation that is willing to donate \$100,000 to the reconstruction cost on the fire hall and secure housing for the employees while the project is in progress. Another corporation has committed to donating the equipment that will be used for the reconstruction. To continue on, the City will need a Preliminary Architectural Report
- Thanked the Public Works and Utilities for the help on the project

## **CITY COUNCIL COMMENTS**

Rick Huber- Remarked that with all the doom and gloom, it is refreshing to hear teamwork is at the City.

Jeff Erlenbusch- Received a positive phone call on public nuisance. Said progress had been made in two areas and wanted to thank Officer Winkley for his hard work.

## **MAYOR COMMENTS**

None

## **COMMITTEE RECOMMENDATIONS**

None

## **BID OPENINGS**

None

**BID AWARDS**

None

**PUBLIC HEARINGS**

None

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

- A. **RESOLUTION NO. 4202- A Resolution Approving a State-Local Mitigation Grant Agreement With the State of Montana MT DES and the Federal Emergency Management Agency for the Miles City Slough Restoration Project**

\*\* *Councilperson Galbraith moved to approve the Resolution, read by title only and seconded by Councilperson Erlenbusch. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4202 passed.*

- B. **RESOLUTION NO. 4203- A Resolution Approving Agreement Articles and Obligating Document With the Federal Emergency Management Agency for SCBA Equipment Grant**

\*\* *Councilperson Uden moved to approve the Resolution, read by title only and seconded by Councilperson Erlenbusch. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4203 passed.*

- C. **RESOLUTION NO. 4204- A Resolution of the City Council of the City of Miles City, Montana Repealing Provisions Related to Administrative Fees and Charges for Processing Citations in City Court Previously Approved by Resolution 3717**

\*\* *Councilperson Gardner moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4204 passed.*

- D. **RESOLUTION NO. 4205- A Resolution Approving a Lease Agreement Between Ronald L. Asking Drilling and the City of Miles City for the Lease of Real Property for Fire and EMS Storage and Use**

\*\* *Councilperson Erlenbusch moved to approve the Resolution, read by title only and seconded by Councilperson Galbraith. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution No. 4205 passed.*

**E. ORDINANCE NO. 1327- (First Reading) An Ordinance Changing the Zoning of Tract No. 2, Less Tract D & 160' x 180', of the Dyba Addition to the City of Miles City From General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**

**\*\*** *Councilperson Galbraith moved to approve the Ordinance, read by title only and seconded by Councilperson Gardner.*

Mayor Hollowell read the criteria of what is allowed in a highway commercial area, which comes from the City's Code of Ordinance Article II, Section 24.

Councilperson Wilcox said there was inconsistency between the 2017 finding of facts/staff report and the current finding of facts/staff report even though the rezone is in the area. Attorney Rice said the 2017 was an amended finding of facts after the public hearing.

Director Gray explained that every time a rezone is presented (even though they may be in the same area/tract) it will be slightly different. Also, the Zoning Board asked for their 3-1 approval vote on the rezone be strongly considered in Council's consideration. (Just like it does with all other Committees recommendations). He also reminded Council that the Ordinances presented tonight are only for the rezone in that area. If these ordinances pass then the next step is approval of conditional use.

Councilperson Galbraith said that she will vote with what the Zoning Board recommended.

Attorney Rice said that the Ordinance is presented at this meeting only to set a public hearing and the opportunity for final approval or disapproval. The City's zoning code states that rezoning has to go to public hearing. By making revisions before the public hearing process would be inappropriate and procedurally improper. Two meetings from now when the public hearing is on the agenda that is when you will receive public comments. Revisions then can be made to the finding of facts and can be referred back to a committee for some well thought out wording of the revisions. The reason the letters were in the packets was because it was presented to the Zoning Board and Council gets all information that was presented to them to make their decision. He reminded Council again that this Ordinance is about rezoning not the business that is asking for the rezone. Highway commercial zoning could be very beneficial to the City in that area. Accepting businesses in that area is decided by a "Conditional Use" process, which would come after the passing of the Ordinances.

**\*\*** *Question was called by Councilperson Erlenbusch and second by*

*Councilperson Uden and **passed** by roll call vote. 7-0*

*\* On roll call vote, the main motion **passed** by unanimous consent, 7-0.  
**Ordinance No.1327 passed first reading***

**F. ORDINANCE NO. 1328- (First Reading) An Ordinance Changing the Zoning of Lot F, Tract No. 2, of the Dyba Addition to the City of Miles City from General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**

*\*\* Councilperson Gardner moved to approve the Ordinance, read by title only and seconded by Councilperson Erlenbusch. On roll call vote, the motion passed by unanimous consent, 7-0. **Ordinance No. 1328 passed first reading***

**G. ORDINANCE NO. 1329- (First Reading) An Ordinance Repealing Section 21 of the Code of Ordinances of the City of Miles City and Enacting a New Section 21 of Said Code of Ordinances of the City of Miles City, Adopting New Subdivision Regulations**

*\*\* Councilperson Galbraith moved to approve the Ordinance, read by title only and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 7-0. **Ordinance No. 1329 passed first reading***

**H. Approval of September Claims**

*\*\* Councilperson Uden moved to approve the September claims, seconded by Councilperson Wilcox and **passed unanimously, 7-0.***

## **ADJOURNMENT**

*\*\* Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Kassner and **passed unanimously.***

The meeting was adjourned at 6:55 p.m.

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**John Hollowell, Mayor**

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**Lorrie Pearce, City Clerk**

## **Finance Committee Meeting**

**October 4, 2018**

The Finance Committee met Thursday, October 4, 2018 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: Flood Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Detective Lieutenant Dan Baker and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

**1. Request of Citizens:**  
**None**

**2. Discussion on Garberson Clinic**

Lieutenant Baker updated the committee on the Garberson Clinic:

- Making positive progress- The building would house the police department, DEAP and three other law enforcements agencies
- Thought the lease income from DEAP and a couple other businesses would cover the majority of the loan if the City purchased the building
- The building was assessed at \$1.2 Million. Suggested the City hire an architect for a pre purchase assessment. It could possibly cost up to \$107,000. The original proposal was \$25,487. JGA anticipated a cost of \$975,000 to renovate the building
- There may be IT issues in the building, and there is a concern of possible water damage in the basement due to the sprinkler system
- DEAP requested to be 100% isolated from the police department. Installing a wall in the hall way, adding an additional door, or have the police department use entry doors on the west side of the building and block off access to the main hallway were ideas that were discussed.
- There could be a problem with the City being involved with a private loan for contract for deed

**3. It was suggested that the police department and the other agencies go and look at the building and assess their needs. Then look at all options**

**4. RESOLUTION NO. 4202- A Resolution Approving a State-Local Mitigation Grant Agreement With the State of Montana MT DES and the**

**Federal Emergency Management Agency for the Miles City Slough  
Restoration Project**

*\*\* Committee Member Wilcox moved to recommend to Council to approve the Resolution, seconded by Committee Member Huber.*

Administrator Malenovsky explained the slough takes in the storm drainage from the City and the study would help to move forward on applying for a 4 million dollar grant to restore the slough back to its original state.

*\*\* On roll call vote the motion passed, 4-0*

**5. RESOLUTION NO. 4203- A Resolution Approving Agreement Articles and Obligating Document With the Federal Emergency Management Agency for SCBA Equipment Grant**

*\*\* Committee Member Andrews moved to recommend to Council to approve the Resolution, seconded by Committee Member Wilcox.*

*\*\* The motion passed 4-0*

**6. RESOLUTION NO. 4205- Sanjel Lease Agreement for fire vehicles**

*\*\* Committee Member Huber moved to recommend to Council to approve the Resolution, seconded by Committee Member Wilcox.*

Committee Member Andrews thought the cost was too much, which includes \$2,500 for the lease, \$5,000 for half of the overhead door and the actual cost of the utilities in the building.

*\*\* The motion passed 3-1, with Committee Member Andrews voting no*

**7. ORDINANCE NO. 1327- An Ordinance Changing the Zoning of Tract No. 2, Less Tract D & 160' x 180', of the Dyba Addition to the City of Miles City From General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**

*\*\* Committee Member Wilcox moved to postpone the Ordinance until all the information has been read, there was no second. The motion failed.*

*\*\* Committee Member Andrews moved to recommend to Council to approve the Ordinance, seconded by Committee Member Galbraith*

Committee Member Andrews felt that the rezone was approved by the zoning board and the finance committee should honor their decision. Chairperson Galbraith agreed. Committee Member Wilcox thought the ordinance should be postponed until the staff report could be read and Committee Member Huber said he was ok at passing the recommendation to Council because there will be about a month before the Ordinance is actually voted on.

*\*\* On roll call vote, the motion passed 3-1 with Committee Member Wilcox voting no*

8. **ORDINANCE NO. 1328- An Ordinance Changing the Zoning of Lot F, Tract No. 2, of the Dyba Addition to the City of Miles City from General Commercial Zone to Highway Commercial Zone, and Providing for a Hearing Thereon**

*\*\* Committee Member Andrews moved to recommend to Council to approve the Ordinance, seconded by Committee Member Galbraith.*

*\*\* On roll call vote, the motion passed 3-1 with Committee Member Wilcox voting no*

9. **Adjournment**

*\*\* Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Huber and **passed** unanimously, 4-0.*

The meeting was adjourned at 7:52 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce Recorder/City Clerk**

# **NEW BUSINESS**



**RESOLUTION NO. 4206**

**A RESOLUTION APPROVING AN AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES WITH KADRMAS, LEE & JACKSON, INC., FOR PROFESSIONAL SERVICES AT FRANK WILEY FIELD.**

**WHEREAS**, the City of Miles City requires services related to certain improvements at Frank Wiley Field (Miles City Airport), and has engaged Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City for assistance with said projects.

**AND WHEREAS**, additional services are required to complete the project, and KLJ has agreed to provide such additional services pursuant to the terms of a certain Amendment to Agreement for Professional Services;

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

1. The "Amendment to Agreement for Professional Services" between the City and KLJ for engineering services related to certain airport improvements at Frank Wiley Field, as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 23<sup>RD</sup> DAY OF OCTOBER, 2018.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Helena Airports District Office  
2725 Skyway Dr., Suite 2  
Helena, MT 59602

September 24, 2018

Doug B. Phair, Chairman  
Miles City Airport Commission  
[doug@ramshot.com](mailto:doug@ramshot.com)

Frank Wiley Airport  
Miles City, Montana  
AIP: 3-30-0055-017-2018  
3-30-0055-018-2019  
Engineering Services

Dear Chairman Phair:

We have reviewed your scope of work, fee proposal, record of negotiations and Independent Fee Estimate (IFE) for the proposed engineering efforts associated with AIP 017-2018 (SRE and Environmental) and AIP 018-2019 (Phase II Design Phase and AGIS Survey) by KLJ Engineering. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated construction work is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Design must conform to FAA standards and specifications.
5. Construction must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

**AIP 017-2018**

Project Administration and Management =	\$14,200.00
Engineering for SRE Acquisition =	\$17,800.00
Environmental Study =	\$35,000.00
Project Closeout =	\$4,000.00
<b>Grand Total</b>	<b>\$71,000.00</b>



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Helena Airports District Office  
2725 Skyway Dr., Suite 2  
Helena, MT 59602

**AIP 018-2019**

Project Administration and Management =	\$48,800.00
Project Design (RW, Intersection, and Fence) =	\$111,900.00
AGIS Survey =	\$134,200.00
Project Closeout =	\$4,200.00
<b>Grand Total</b>	<b><u>\$299,100.00</u></b>

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement including Amendment No. 1.

Although on file for AIP 017-2018, please submit the following certification for AIP 018-2019:

- **Sponsor Certification for Selection of Consultants.** This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me at (406) 441-5409.

Sincerely,

Joe Nye, PE  
FAA Project Manager  
Helena ADO

Cc (via email):  
Craig Canfield, KLJ Engineering



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Miles City, Montana

Airport: Frank Wiley Field (KMLS)

Project Number: AIP 3-30-0055-018-2019

Description of Work: Design Phase Services for RW 4-22 Threshold Relocation and AGIS Aeronautical Survey.

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2018 

Name of Sponsor: City of Miles City, Montana

Name of Sponsor's Authorized Official: John Hollowell

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:  \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## Amendment to Agreement for Professional Services

Project No. 2517105

Amendment No. One (1)

### Background Data

- |  |  |
|--|--|
| a. Effective Date of Agreement for Professional Services | <u>March 9, 2018</u>                                     |
| b. Engineer  | <u>Kadrmas, Lee &amp; Jackson, Inc.</u>                  |
| c. Owner   | <u>City of Miles City</u>                                |
| d. Project   | <u>Frank Wiley Field (KMLS) - AIP 3-30-0055-017-2018</u> |
| e. This Part of the Project                              | <u>Design Phase Services</u>                             |

### Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☒ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

### Description of Modifications

The purpose of this Amendment is to revise the scope of the Design Phase Services to be provided by the Engineer. The following revisions are hereby incorporated into the original Agreement for Professional Services:

1. In June of 2018 the Engineer submitted a Documented Categorical Exclusion (CATEX) to the FAA for review. Upon review, the FAA determined that additional environmental analysis will be required. Attachment A to this Amendment is the detailed Scope of Services related to the additional environmental analysis that will be completed under this Amendment.
2. Because additional environmental analysis is required, it will be necessary to complete the project under two separate FAA grants. The first FAA grant (AIP 3-30-0055-017-2018) will fund the environmental analysis and the acquisition of new snow removal equipment. The second FAA grant (AIP 3-30-0055-018-2019) will fund the design of the Phase II RW 4-22 improvements. This will require the Engineer administer two separate grants resulting in additional administrative and project closeout costs. This Amendment revises the Engineer's fees related to the additional administrative and project closeout costs. Included as Attachment B to this Amendment is the revised Hourly Rate and Cost Breakdown for the AIP 3-30-0055-017-2018 project.
3. The FAA is seeking Discretionary funding for the construction of the Phase II runway improvements. FAA funding rules require discretionary funds be used for higher priority improvements. As such, the FAA has determined several of the lower priority items cannot be included in the Phase II project. This Amendment will remove the following low priority design tasks:
  - a. Airport Beacon Replacement
  - b. Relocate Fuel System Power Service
  - c. Reconstruct Hangar Access Taxilane and County T-Hangar Apron
  - d. Pavement Maintenance (Taxiways A, B & C and Apron)
  - e. Helicopter Landing Area Relocation Area

The original Agreement established compensation to the Engineer for the specific design tasks listed above. This Amendment will reduce the overall compensation to the Engineer for these specific design tasks in accordance with the amounts established in the original Agreement.

4. The following design tasks will remain per the original Agreement but will be completed under the AIP 3-30-0055-018-2019 project:
- a. Phase II RW 4-22 Threshold Relocation
  - b. RW 4-22 & RW 13-31 Intersection Reconfiguration
  - c. Wildlife Fence Relocation
  - d. AGIS Instrument Procedure Development Survey for RW 4-22 Threshold Relocation

#### Compensation Summary

Attachment C to this Amendment is the Revised Compensation Summary by Task. Summarized below is the revised contract amount established by this Amendment:

a. Original Agreement amount	<u>\$377,600.00</u>
b. Net change for prior Amendments	<u>\$0.00</u>
c. This Amendment amount	<u>(\$7,500.00)</u>
d. Adjusted Agreement amount	<u>\$370,100.00</u>

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 24, 2018.

Owner City of Miles City  
Signed X  
Name John Hollowell  
Title Mayor  
Date X

Attest X  
Name X  
Title X

Engineer Kadmas, Lee & Jackson, Inc.  
Signed Mark Anderson  
Name Mark Anderson, PE  
Title VP, Environment & Infrastructure  
Date 7/9/2018

Attest Erika Lorenz  
Name Erika Lorenz  
Title Dir Coordinator

**AMENDMENT NO. 1 – ATTACHMENT A  
DETAILED SCOPE OF SERVICES**

**FRANK WILEY FIELD – MILES CITY AIRPORT (KMLS)  
MILES CITY, MONTANA**

**ENVIRONMENTAL DOCUMENTATION  
AIP 3-30-0055-017-2018**

**I. DESCRIPTION**

In 2015, a Documented Categorical Exclusion (CATEX) was submitted for the Phase I reconstruction of RW 4-22. This CATEX was approved and the Phase I runway construction was completed in 2016. The Phase II project will involve the relocation of the thresholds of RW 4-22 and the FAA is requiring additional environmental documentation as the project will impact previously undisturbed ground and will change the layout of the Airport.

The Scope of Services in the original Agreement anticipated only needing to update the 2015 CatEx in order to cover the Phase II runway project and related items. No additional field studies were anticipated. In June of 2018 the Engineer submitted the Documented CATEX for the Phase II project to the FAA for review. Following review of the CATEX, the FAA determined additional environmental analysis is required to address Section 106 concerns and complete the agency coordination. Based on the FAA review the Scope of Services is hereby revised to provide for the additional environmental analysis.

The Engineer will develop and submit the CATEX using the FAA ARP SOP 5.00 Appendix A - Documented CATEX form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. This scope of work does not provide for an Environmental Assessment (EA) should the FAA determine after review of the CATEX that an EA is necessary to comply with FAA Order 1050.1F.

**II. OBJECTIVE**

The general objective of this study is to provide documented information necessary for the FAA to determine the proposed action shall not individually or cumulatively have a significant effect on the human environment and for which either an environmental assessment or environmental impact statement is required. The Engineer is responsible for providing concise environmental documentation that is acceptable to the FAA, State, and the Owner. The CATEX shall be sufficient to ensure compliance with the National Environmental Policy Act (NEPA). This study is to provide documented information necessary for the FAA and the city of Miles City (OWNER) to reach a consensus on the type, design, and location of certain airport short-term improvements that can reasonably be anticipated within the next 10-years. Included as Attachment A.1 is a project sketch showing the area to be studied and the anticipated projects. The goal of the environmental review will be to achieve environmental clearance for the projects identified on the on Attachment A.1



The specific objective of this study is to document the requirements for preliminary design of the proposed project, including existing and forecasted conditions, and environmental constraints. The ENGINEER shall evaluate the alternatives and make recommendations as to the best selection of alternatives. The documentation will be developed in compliance with all applicable State and Federal regulations and FAA Orders 1050.1F and 5050.4B. The information will be objective and complete. The ENGINEER will bring to the attention of the FAA and the OWNER any unforeseen information and issues that are relevant to the project decision.

### III. SERVICES TO BE PERFORMED

The ENGINEER is responsible for providing a concise CATEX document that is acceptable to the FAA and the OWNER. The ENGINEER will perform the necessary coordination with Federal, State, and local agencies, in addition to any citizens groups and other interested parties, which would have an influence upon the study and the preparation of the environmental document.

#### A. Prepare a CATEX

Preliminary Engineering and Environmental Data Collection indicates that the project is not likely to have a significant effect on the human environment. The Engineer will prepare the CATEX using FAA ARP SOP 5.1 Appendix A form according to FAA Order 1050.1F and the criteria contained in FAA Order 5050.4B. The general objective is to provide documented information necessary for the FAA to determine the proposed action will not individually or cumulatively have a significant effect on the human environment and for which neither an environmental assessment or environmental impact statement is required.

If the FAA determines the proposed actions cannot be categorically excluded, and an Environmental Assessment is necessary, the preparation of the Environmental Assessment is not included in this Amendment. The preparation of an Environmental Assessment shall be considered extra work and a Supplemental Agreement will be entered into by both parties prior to proceeding with any extra work.

#### B. Environmental Data Collection for Categorical Exclusion

The ENGINEER shall conduct preliminary assessments of the study area from an environmental standpoint. This activity consists of collecting various information and materials relative to the social, economic, and environmental concerns within the study area.

##### 1. Affected Environment

The ENGINEER will utilize pertinent literature sources, data gathered through agency coordination and other sources of information to quantify and prepare a discussion of the existing environmental conditions at the airport. Data collection for the affected environment shall include:

- Creation of maps of the area on and around the airport through use of aerial photography.
- Review of applicable resource data, including any applicable zoning or land use plans.
- Review of existing and planned land uses and zoning in the study area, as well as residential areas, public parks, wildlife and waterfowl refuges, wetlands, floodplains, lagoons, farmlands, recreation areas, historic and archaeological sites.
- Identification of nearby schools, public hospitals, shopping areas, and adjacent political jurisdictions, if affected by the proposed improvements.
- Collection and analysis of population data, industrial and commercial growth characteristics, and assumptions used to justify the project and determine secondary impacts, only if relevant to the proposed improvements.
- Identification of any proposed planned and developed activities in the affected area which are interrelated to the proposed improvements and/or which would produce cumulative impacts.

#### 1. Cultural Resource Inventory

A Class I File Search and Class III Cultural Resources Inventory (archaeological and architectural) of the study area (see Attachment A.1) will be completed for this project. This work requires the expertise of an archaeologist, historian, or architectural historian and other professionals as set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation and 36 CFR 61. The Class I File Search includes a records search to determine the extent an area has been previously inventoried for cultural resources. The Class III Cultural Resources Inventory consist of archaeologists conducting an on-the-ground inventory to identify potential cultural resources.

#### 2. Wetland Delineation

Based on the location of the project, visual observations of the project area, and a review of existing National Wetlands Inventory data, no wetlands or other waters of the U.S. are present in the project area. Given this research, no additional field studies will be done.

#### 3. Environmental Consequences

A review of each of the environmental impacts categories in FAA Order 1050.1E shall be conducted. The ENGINEER shall identify the impacts for the proposed action.

The ENGINEER will coordinate with the OWNER, FAA, and resource agencies to develop measures to reduce or eliminate the adverse environmental impacts of the proposed action. This task item

includes coordination time for phone meetings with federal, state, and local agencies. Appropriate mitigation measures will be specified in a list of environmental commitments to be included in the CATEX.

#### IV. PROJECT SCHEDULE

The anticipated project schedule for completion of the CATEX and FAA review and determination is summarized below:

<i>Task</i>	<i>Deadline</i>
Project Initiation and Authorization to Proceed	8/15/2018
Data Collection Completed	10/1/2018
Submit CATEX for FAA Concurrence	11/1/2018
FAA Review for CATEX	12/1/2018
FAA Determination	1/15/2019





PHASE: Project Management and Administration  
 Environmental Studies and SRE Acquisition

KLJ Title	Engineer V	Engineer V	Engineer III	Environmental Planner III	Environmental Planner I	Environmental Technician	Project Assistant III	Task Direct Labor Cost
<b>Project Administration</b>								
Project Scoping Meeting with Owner		4						\$ 272.00
Prepare Project Scope of Services and Schedule		4		8				\$ 584.00
Engineering Detailed Scope of Services and Hour Negotiations		4		4				\$ 428.00
Amendment to Original Agreement	2						2	\$ 327.00
Independent Fee Document Preparation (Not Required)								\$ 272.00
Update Record of Negotiations		4						\$ 272.00
<b>Subtotal</b>								\$ 1,883.00
<b>Project Management</b>								
Develop Project Management Plan	2				2			\$ 136.00
Project Startup Meeting (Internal)					2		2	\$ 304.00
Project Budget Setup								\$ 191.00
Monthly Invoicing								\$ 246.00
Periodic Internal Meetings					4		4	\$ 608.00
FAA Grant Coordination / Reimbursement Processing								\$ 327.00
Monthly Status Reports								\$ 272.00
FAA Quarterly Reports								\$ 246.00
DBE Goals and Reporting								\$ 110.00
Prepare and Submit FAA Grant Application								\$ 246.00
Monthly Requests for Reimbursements								\$ 110.00
<b>Subtotal</b>								\$ 2,440.00

Amendment No. 1 - Attachment B  
 Frank Wiley Field  
 Miles City, Montana  
 2517105, AIP 3-30-0055-017-2018  
 Hourly Rate and Cost Breakdown



PHASE: Project Management and Administration  
 Environmental Studies and SRE Acquisition

KLJ Title	Engineer V	Engineer V	Engineer III	Environmental Planner III	Environmental Planner I	Environmental Technician	Project Assistant III	Task Direct Labor Cost
<b>Pre-Design Meeting</b>								
Site Visit, Investigations and Data Collection								
Coordinate Preliminary Soils Investigation (Not Required)								
Preliminary Survey and Base Map Preparation								
Develop and Submit Environmental Checklist								
Prepare and Submit FAA Grant Application								
Analysis of FAA Standards								
Complete Pavement Design / Life Cycle Cost Analysis								
Preliminary Design Engineering Report								
Prepare Preliminary Opinion of Cost								
Pre-Design Internal Document Review								
Subtotal								\$

Total Hours	41	461	0	18	6	8	0	0	0
Hourly Rate	\$68.00	\$68.00	\$45.00	\$39.00	\$25.00	\$20.00	\$27.50	\$0.00	\$0.00
<hr/>									
Project Pre-Design									
<hr/>									
Indirect Labor Total (1.8155 Overhead Rate) \$ 7,848.41									
<hr/>									
Direct and Indirect Labor Total \$ 12,171.41									
<hr/>									
Fixed Fee (15%) \$ 1,825.71									
<hr/>									
Cost of Facilities (0.96%) \$ 41.50									
<hr/>									
Subtotal \$ 14,038.62									
<hr/>									

Expenses		
Per Diem	\$ 150.00	per day @ 0 days
Materials and Supplies	\$	161.38
Subconsultant Services		

Project Management and Administration Total Cost \$ 14,200.00

Expenses Total \$ 161.38



PHASE: Environmental Studies  
Documented CatEx for 5-10 Year Improvements

KLJ Title	Engineer V	Engineer V	Engineer III	Environmental Planner III	Environmental Planner I	Project Assistant III	Archaeologist III	Archaeologist II	GIS Analyst II	Task Direct Labor Cost
Documented CatEx for 5-10 Year Improvements										
A. Prepare CATEx	4	4	4	30	10	3				1,954.50
B. Environmental Data Collection										
1. Affected Environment	8	8	20	20	12					1,624.00
2. Cultural Resource Inventory	8	8	8	8			80	68	20	5,768.00
3. Wetland Delineation										
4. Environmental Consequences	5	5	16	16	8					1,368.00
Subtotal										10,714.50
Total Hours	0	28	4	74	30	3	80	68	20	0
Hourly Rate	\$68.00	\$68.00	\$45.00	\$39.00	\$25.00	\$27.50	\$34.00	\$24.00	\$28.00	\$0.00
Expenses										
Per Diem	\$ 150.00	per day @	days							
Materials and Supplies										
Subconsultant Services										
Indirect Labor Total (1.8155 Overhead Rate) \$ 19,452.17										
Direct and Indirect Labor Total \$ 30,166.67										
Fixed Fee (15%) \$ 4,525.00										
Cost of Facilities (0.96%) \$ 102.86										
Subtotal \$ 34,794.53										
Expenses Total \$ 205.47										
Environmental Studies Total Cost \$ 35,000.00										

**PHASE: Snow Removal Equipment Procurement**

	Expenses	trips
Air Charter	\$ 400.00	per trip @
Per Diem	\$ 150.00	per day @
Vehicle Usage	\$ 20.00	per day @
Materials and Supplies		
Subconsultant Services		
	\$	237.93





PHASE: FAA Project Closeout Report

[illegible]

FRANK WILEY FIELD (KMILS)  
RUNWAY 4-22 PHASE II IMPROVEMENTS

COMPENSATION SUMMARY BY TASK		REVISIONS PER AMENDMENT NO. 1			
Task Description	Original Agreement		FAA GRANT NO.		Revised Contract Amount
	Amount	Adjustment	AIP 017-2018	AIP 018-2019	
Project Admin & Management	\$51,600.00	\$11,400.00	\$14,200.00	\$48,800.00	\$63,000.00
RW Design	\$74,800.00	\$0.00	\$0.00	\$74,800.00	\$74,800.00
RW/TW Intersection Design	\$29,100.00	\$0.00	\$0.00	\$29,100.00	\$29,100.00
TW A, B & C Pavement Maint. Design	\$12,000.00	(\$12,000.00)	\$0.00	\$0.00	\$0.00
Airport Fencing Modifications	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00
Helicopter Landing Area	\$15,600.00	(\$15,600.00)	\$0.00	\$0.00	\$0.00
North Hangar Area	\$20,700.00	(\$20,700.00)	\$0.00	\$0.00	\$0.00
Beacon Replacement	\$7,100.00	(\$7,100.00)	\$0.00	\$0.00	\$0.00
Snow Removal Equipment Acquisition	\$17,800.00	\$0.00	\$17,800.00	\$0.00	\$17,800.00
AGIS Survey for Approach Development	\$134,200.00	\$0.00	\$0.00	\$134,200.00	\$134,200.00
Project Closeout	\$6,700.00	\$1,500.00	\$4,000.00	\$4,200.00	\$8,200.00
Environmental Studies (New Task)	\$0.00	\$35,000.00	\$35,000.00	\$0.00	\$35,000.00
<b>Total Amount</b>	<b>\$377,600.00</b>	<b>(\$7,500.00)</b>	<b>\$71,000.00</b>	<b>\$299,100.00</b>	<b>\$370,100.00</b>

**RESOLUTION NO. 4207**

**A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-B UNION.**

*WHEREAS*, the City of Miles City ("City") and the Local No. 283-B of the American Federation of State, County and Municipal Employees, AFL-CIO ("Local 283B") have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-B, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF OCTOBER, 2018.**

---

John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



## CITY OF MILES CITY

Agenda Item #14.B  
Council Meeting Date: October 23, 2018  
Council Agenda Report

**Item:** Labor Agreement between the City of Miles City and the Miles City Police Department AFSCME Local No. 283-B

**From:** John Hollowell, Mayor

**Initiated By:** Mayor's Office/AFSCME Local 283B – Police Department

**Presented By:** John Hollowell, Mayor

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283B - Police

---

### **Suggested Motion:**

1. Councilperson moves:  
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

---

### **Staff Recommendation:**

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283B.

### **Background:**

The current Collective Bargaining Agreement (CBA) with the Miles City Police and Dispatch Officers expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties agreed to a new collective bargaining process called "Affinity". Two state mediators visited with the teams on August 28 to provide instruction of the process. On August 29, the mediators monitored the process and provided guidance as necessary. A tentative agreement was reached in a little over six hours.

For further clarification, the parties meet on September 25, 2018.

Please find below a summary detailing changes to the proposed agreement.

### **Summary of Changes**

**Agreement Term:** 2 Years – July 1, 2018 – June 30, 2020

**Minor Updates throughout the CBA:**

- Grammar, punctuation, spelling
- Referenced Montana Code Annotated (MCA) Corrected
- Reformatted page numbering

**Changes from the previous agreement include:**

Article 1.A.2– Updated the job titles not covered by the terms of the contract and deleted positions no longer hired by the Miles City Police Department.

Article 2.C – Changed the title of paragraph and references throughout the paragraph from Metropolitan Police Law to Law Enforcement as referenced by Montana Code Annotated (MCA).

Article 3.A. – 283B will provide verbiage, at a later date, in line with the Janus Decision regarding union fees. The language will be changed through a memorandum of understanding (MOU) between 283B and the City.

Article 5.B.1.a – Afternoon shift hours changed to 12:00 p.m. to 3:00 a.m. Afternoon shift may be covered by any combination of 10 hours that provide adequate shift coverage. Language deleted regarding rides and first and last 15 minutes of shifts.

Article 5.B.1.b – Added language that bidding will be based on seniority, assignments excluded from patrol officer and added definition of short notice when assigning a patrol officer due to absence. Sergeants will be in charge of scheduling patrol officers.

Article 5.B.2. – Added language defining each officer's workweek will consist of four consecutive shifts as defined previously in Article 5.

Article 5.C.1. – Dispatch regular workday changed to two equal twelve hour shifts. Shift hours changed to reflect shift hours worked.

Article 5.C.2 – Shifts will be bid by seniority every 3 months.

Article 5.C.3 – Deleted prior contract language and redefined dispatcher shifts.

Article 5.C.4 – Moved prior contract language to Article 5.C.5. Added language regarding shift rebidding, if a vacancy occurs during the 3 months.

Article 5.C.5 – Moved language previously in Article 5.C.4 regarding other schedules.

Article 5.E.1.b – Language added to define Dispatcher overtime hours.

Article 5.E.2 – Job titles changed.

Article 6.B – Job title changed.

Article 7.B.3 – Deleted language regarding patrol lieutenant, lieutenants not covered under the collective bargaining agreement.

Article 9.C.1 – Physical fitness test changed from the “Denver/Standard Model” to the “Montana Physical Abilities Test (MPAT)”

Article 9.C.3 – Deadline added for completion of MPAT of October 31 annually.

Article 9.E – Added the word “Performance” to Evaluations to define type of evaluation. Added performance evaluations will be conducted annually. Training will be required prior to providing performance evaluations to other employees.

Article 10.A.2.b – Deleted language that is no longer applicable regarding health insurance costs.

Article 10.A.3 – Deleted language that is no longer applicable regarding health insurance costs.

Article 10.E – Uniform Allowance - Changed payment date to the 15<sup>th</sup> of September and March to coincide with pay dates.

Article 12.A – Changed the vacancy posting requirements of new or open position along with the information to be included in the position vacancy announcement.

Article 12.B.2 – For promotion within the department removed language regarding first successfully passing the physical test.

Article 12B.2.a & b – Removed old scoring system and replaced with new scoring system for promotional candidates.

Article 13.3.c – Seniority can only be restored by a majority vote of the Union for returning members.

#### **Changes to Addendum A – Wages:**

Based on the wage survey conducted by the city of Miles City, the current base wages for all officers except Master Patrol 3, Sergeant and Dispatch are all below the average of the cities surveyed. During negotiations it was agreed that no increases to bases would be requested; however, a new longevity program was created to aid in the retention of seasoned police officers.

The longevity for members of 283 B will be as follows:

- Years 1- 4 – An increase of 1% of \$750 as outlined in Montana Code Annotated 7-32-4116 Minimum Wage of Police In First- And Second-Class Cities.
- Year 5 – An increase of 5% of the current established base rate for the city of Miles City.
- Years 6 - 9 – An increase of 1% of the current established base rate for the city of Miles City added to the current officer’s wage.
- Years 10 - 20 – An increase of .5% of the current established base rate for the city of Miles City added to the current officer’s wage. This is the top range of the wage scale.

#### **Fiscal Impact:**

The implementation of this longevity programs would impact the current budget as follows:

- One Sergeant with 12 years of longevity including roll up cost \$5,690

- Two Dispatcher 3's both with 15 years of longevity including roll up cost \$6,098

If increases based on the current salary survey were given the overall impact to the current budget would be as follows:

- Three Sergeants including roll up cost \$8,567
- All Dispatchers including roll up cost \$10,200

Approximate cost savings in salaries \$18,767 per year.

**Alternatives:**

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

EXHIBIT A

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

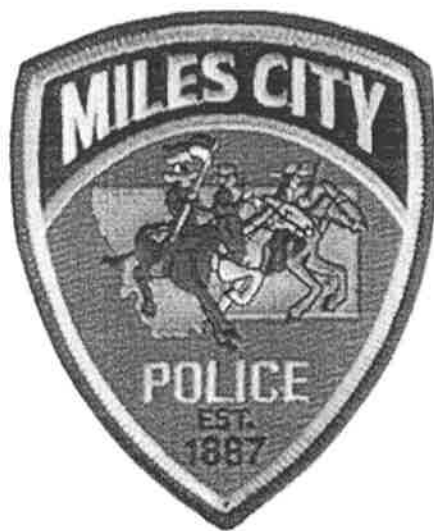
**CITY OF MILES CITY**

**and**

**MILES CITY POLICE DEPARTMENT**

**AFSCME LOCAL No. 283-8**

**July 1, 2018 through June 30, 2020**





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## **ARTICLE 1 – RECOGNITION**

### **A. Recognition of Exclusive Representative:**

1. Recognition: In accordance with the Act, the City recognizes the Union as the exclusive representative of the appropriate unit employed by the City, which the exclusive representative shall have those rights and duties as prescribed by the Act and this Agreement.
2. Appropriate Unit: The exclusive representative shall represent members of the appropriate unit which shall consist of all Sworn Police Officers below the rank of Lieutenant, Dispatchers except the Dispatch Supervisor, and Animal Control Officer; but shall exclude temporary and short-term employees.

### **B. Union Leave and Communications:**

1. Union Leave: Employees who are elected or appointed representatives may in the City's sole discretion be granted not more than five days of leave without pay or, at the employee's option, with use of accrued leave, to attend state, regional and national meetings and conventions directly related to the business of the exclusive representative.
2. Union Bulletin Board: The City shall provide reasonable bulletin board space for use of the Union in communicating with its members. There shall be no posting of inflammatory materials.

## **ARTICLE 2 - CITY RIGHTS**

- A. Inherent Managerial Rights: The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.
- B. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and it's duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.
- C. Law Enforcement: The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be

found to be in conflict with said MCA, then the MCA will control.

### **ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS**

- A. Union Fees: Any employee who is not a Union member and who does not make application for membership shall, within 30 days of beginning work, either join the Union and pay the Union's dues or pay the Union its monthly representation fee as a contribution toward the administration of this Agreement. When the Union issues a written demand to the City to terminate an employee who fails to satisfy such demand and includes a copy of all required communications between the Union and the employee, the City will promptly inform the employee via return-receipt U.S. Mail that he/she will be terminated within 15 days from the mailing of such notice unless the City receives written notice from the Union that the employee has satisfied the Union's demand. Thereafter and unless the Union notifies the City in writing of the employee's satisfaction of his/her obligation, the employee will be dismissed.
- B. Religions Exemption: Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- C. Union Negotiations: It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- D. Use of Conference Room: The Union shall be allowed to use the Officer's Room/Locker Room or the EOC room for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- E. Union Visitation: With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- F. Janitorial Duties: Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.

### **ARTICLE 4 - PROHIBITED PRACTICES**

- A. Treatment of Union Members: No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. Restraining and/or Coercing Employees: The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.
- C. Other Labor Groups Prohibited: The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such

group or organization for the purpose of undermining the Union during the term of this Agreement.

- D. Discrimination: No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

- A. City Rights: The City reserves the right to call individuals to work on their scheduled days off in the event such is necessary.

B. Police Officers:

1. Work Day:

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work day for Police Officers shall be divided into three equal ten-hour shifts:

Day Shift:	7:00 a.m. to 5:00 p.m.
Afternoon Shift:	12:00 p.m. to 3:00 a.m.
Night Shift:	9:00 p.m. to 8:00 a.m.

The afternoon shift is any combination of 10 hours to adequately cover a shift.

- b. Bidding: Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officers positions exclude Officers in special assignment and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift, other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule patrol officers.
- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.
2. Work Week: The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

Except for a call back or meetings, when an Officer works on either the first or third day of his/her consecutive days off, all such time shall be at time and one-half the Officer's regular rate. When an Officer works the first two days, the last two days, or just the middle day, all such time worked will be at double the Officer's regular rate. When an Officer works all consecutive days off, work on the

first day will be at time and one half and work on the second and third days will be at double time and one-half the Officer's regular rate. Days compensated in this manner shall not be subject to additional overtime pay under Section E of this Article.

3. The City may establish a distinct work week and compensation formula for School Resource Officer, Animal Control Officer, and Drug Task Force Officers, which shall provide approximately the same overall benefits as for other Officers. Required dress and other matters addressed by this Agreement may be different for such Officers.

C. Dispatchers:

1. Shifts: The City will establish a seven-day work week for each Dispatcher which shall attempt to avoid extended periods of work before days off, and shall so notify the Dispatcher. The regular work day for Dispatchers shall be divided into two equal twelve-hour shifts:

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift :	11:00 a.m. to 9:00 p.m.
2. Shifts will be bid by seniority every 3 months.
3. The shifts will consist of the following:
  - a. Day Shift 1/Night Shift 1
    - i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.
    - ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday
  - b. Day Shift 2/Night Shift 2
    - i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday
    - ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday
  - c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.
4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.
5. Other Schedules: By mutual agreement, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

1. Work Day: Civilian employees shall normally work an eight-hour shift. Within the regularly scheduled shift, they shall receive a one-hour meal break and two 15 minute rest breaks.
2. Work Week: Civilian employees shall be scheduled on a seven-day work week, which normally includes five days of work and two days off. The City will attempt to schedule days off to be consecutive within each work period.

E. Overtime:

1. Computation:

- a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.
- b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
- c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
- d. Paid leaves shall be considered time worked for the purpose of calculating overtime.

2. Authorization: Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.

3. Meetings: With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.

4. Compensatory Time: Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid. Police Officers may maintain a total of no more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time. One hour of what would otherwise be overtime will be credited as one and one-half hours of compensatory time. Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training. The City may from time to time cash out any or all accumulated compensatory time credits.

5. Records: Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.

F. Minimum Call Back: When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

## ARTICLE 6 – SALARIES

A. Wage/Salary Schedule: Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:

- a. Federal Income Tax
  - b. State Income Tax
  - c. Union Dues
  - d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
  - e. Police Pension
  - f. Health Insurance
- B. Shift Supervisors: When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. Sole Officer: When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. Pay Periods: When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

## **ARTICLE 7 - LEAVES OF ABSENCE**

### **A. Sick Leave:**

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
  - a. Because of and during illness or injury incapacitating the employee to perform his/her work; or
  - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the employee.
  - c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
  - d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
  - e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
  - f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.
2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.

3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

B. Annual Vacation:

1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.

Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.

3. A vacation sheet will be posted no sooner than August 1st and no later than October 1st for the forthcoming year and the employees must apply for their vacation according to seniority. Each employee will have one week to apply for a vacation slot after the senior man above him has applied. In the event the employee fails to apply for this vacation within his/her week the employee will lose his/her seniority slot and revert to the bottom of the seniority slot.

C. Emergency Leave: An employee may be granted a leave at the discretion of the Chief of Police of no more than one day per year, non-cumulative. The day is deducted from sick leave for emergency situations that arise requiring the employee's personal attention, which is not covered under other provisions of this Agreement.

D. Medical Leave:

1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six months. The City may, in its sole discretion, renew such leave.
2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

E. Leave Without Pay: A leave of absence without pay may be granted at the sole discretion of the City upon written request by the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to 12 months. This leave may be extended at the discretion of the City.

F. Military Leave: Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such



absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.

- G. Maternity Leave: The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.
- H. Personal Leave: The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.
- I. Educational Leave: Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.
- J. Family and Medical Leave: When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.
- K. Records of Leaves:
  - 1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
  - 2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

## **ARTICLE 8 – HOLIDAYS**

- A. Holiday Schedule: Employees shall be granted the following holidays without loss of pay:

1. New Year's Day	January 1
2. Martin Luther King	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	November 11
9. Thanksgiving	Fourth Thursday in November
10. Christmas	December 25th
11. Election Day	Date of State General Election

The Montana Legislature may establish other holidays.

- B. Holiday Pay: Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".
- C. Holidays on Regular Days Off: If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive ten hours or eight hours of compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

## **ARTICLE 9 - HEALTH EXAMINATIONS AND REQUIREMENTS**

- A. Physical Fitness Required: Each employee covered by this Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.
- B. Medical Examinations: Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.
- C. Physical Fitness Standards:
  - 1. Physical Fitness Standards Established: The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the Montana Physical Abilities Test (MPAT) as posted by the City.
  - 2. Medical Waiver: Upon the receipt of medical verification from a licensed physician, an employee may receive a medical waiver for noncompliance to a particular element of the physical fitness standard. The Department shall reserve the right, subject to the physician's approval, to offer a substitute physical fitness standard of comparable measurements.
  - 3. Assessments Required: Each employee will be required to demonstrate their compliance with the Department's physical fitness standards at least once every year. Physical fitness assessments will be completed by October 31 annually.
  - 4. Failure to comply with the Department's physical fitness standards:
    - a. Noncompliance Process:
      - (1) Employees who fail to comply with the physical fitness standards shall be given a written reprimand along with a warning that they must comply with these standards within three months.
      - (2) At the end of their three month warning, the Department will assess the employee's physical fitness. If the employee remains in noncompliance with the physical fitness standards, then the Police Chief shall place that employee on mandatory leave without pay for a period not to exceed three months.
      - (3) If at the end of six months the employee remains in noncompliance, then the employee will be discharged from the Department.
- D. Schools and Pistol Qualifications:

1. Pistol Qualifications:

- a. The employees are free to attend and participate in the Department Semi-annual Pistol Qualifications and all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools or qualifications shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.
- b. Officers will be scheduled for pistol qualifications while on-duty. All officers will be required to qualify. Scores shall be kept by the Lieutenant on shift.

2. CPR Certification: Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

E. Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

## **ARTICLE 10 - EMPLOYEE FRINGE BENEFITS**

A. Medical Insurance: Pursuant to the laws of the State of Montana:

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.

2. Health Insurance:

- a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

B. Retirement: The City and employees are bound by Title 19, Chapter 9, MCA

C. Equipment Provided: The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.

D. Department Ammunition: The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.

E. Uniform Allowance: There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

Patrol, Sergeant & Animal Warden: .....\$360.00

## **ARTICLE 11 - HEALTH AND SAFETY**

- A. Industrial Insurance Required: The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.
- B. Employee Losses: When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.
- C. Employee Injuries: An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. Bullet Proof Vests: The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

## **ARTICLE 12 - NEW POSITIONS & PROMOTIONS**

- A. New Positions: When a new position is created or a vacancy occurs in any existing position, the City will within five working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy. The vacancy announcement shall contain the following information:
  - 1. A listing of the principal duties of the position;
  - 2. Minimum qualifications;
  - 3. Current assigned hours of service;
  - 4. Current assigned days of rest;
  - 5. Salary range of the position;
  - 6. Starting date of the assignment;
  - 7. Last date when applications will be received and accepted;
  - 8. With whom the applications shall be filed.
- B. Promotional Procedure:
  - 1. Responsibility for Promotions: The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.

2. Promotional Procedures: Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. Promotions will be based on a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

1.	Structure Interview	20%
2.	Experience (1 year prior law enforcement + .05%)	20%
3.	Seniority within Department (1 year = .05%)	20%
4.	Evaluations	18%
5.	Secondary Education (Associates 2%, Bachelor 4%, Masters 6%)	6%
6.	Assumption of additional duties for the Department on and/or off duty	10%
7.	Post Certificates (Intermediate 2%, Advanced 4%, Supervisory 6%)	6%
Total		100%

3. Promotional Authority: The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
  4. Reasons and Appeal: If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.
- C. School Resource Officer: When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:
1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
  2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
  3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
  4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

## **ARTICLE 13 -SENIORITY, LAYOFF AND RECALL**

### **A. Seniority:**

#### **1. Definitions:**

- a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
  - b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.
2. Seniority Roster: The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.
3. Seniority Credits:
- a. Continuing Accumulation: An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
  - b. Status Quo: An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
  - c. Loss of Credits: An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.
- B. Layoff: In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.
- C. Recall: When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

- A. Supervisory Authority: In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.

- B. Investigatory Suspension: When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. Appeal: Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. Personnel Files: An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

#### **ARTICLE 15-GRIEVANCE AND ARBITRATION PROCEDURES**

- A. Stewards: Employees selected by the Union to act as Union Representatives shall be known as Stewards, and the Union will promptly notify the Mayor and Chief of Police of such selection.
- B. Grievance Representation: Employees shall not be required to meet with any City official or representative without Union representation.
- C. Definition: A grievance shall mean any complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. All grievances and responses shall be made using the form attached as Addendum B.
- D. Time Limits: Failure by the Union to follow time limits provided herein shall render the subject of the grievance moot. Failure by the City to follow time limits herein provided shall allow the Union to process the grievance to the next step of the procedure, in accordance with the time limits. Time limits may be extended by written mutual agreement of the Union and the City, for the purpose of this Article, days shall mean each and every calendar day.
- E. Prompt Correction: Any action taken by the City or in action of the City 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 corrected.
- F. Resolution Procedure: Informal discussion can be beneficial and is encouraged, however, in the absence of or inability of such discussion to resolve a problem, as it exists, any grievance which arise between the parties shall be settled in the following manner:

STEP 1: Any employee or the Union may file a grievance in writing not later than 12 calendar days of the event giving rise to the grievance, with the Chief of Police. The Chief of Police shall respond in writing to the grievant not later than 12 calendar days from the receipt of the grievance.

STEP 2: If the grievant disagrees with the Chief's response, the grievant shall submit the appeal in writing to the Mayor not later than 12 calendar days from the receipt of the response. The Mayor shall respond in writing to the grievant not later than 12 calendar days from the receipt of the appeal.

STEP 3: If the grievant and the Union disagree with the Mayor's response, the grievance may be submitted in writing to the City Council not later than 12 calendar days from the receipt of the Mayor's response. The City Council shall hear the grievance at the next regular meeting, and shall issue its decision at the subsequent regular meeting.

STEP 4: If the grievant and the Union disagree with the City Council's decision, the grievance may be submitted to final and binding arbitration under the following provisions:

1. Not later than 12 calendar days from the receipt of the City Council's decision, the Union will petition the Montana Board of Personnel Appeals for a list of seven potential arbitrators to be sent to the Union and to the City or its representative, and the Union shall promptly deliver a copy of the petition to the Mayor or his/her representative.
  2. Upon receipt of the list, the parties shall promptly alternately strike names with the final name being the arbitrator. The Union shall notify the Board of Personnel Appeals of the appointment, and shall deliver a copy of such notice to the Mayor or his/her representative.
  3. Not less than 20 calendar days prior to the arbitration hearing, the arbitrator shall resolve all arbitrability issues submitted to that point.
  4. The arbitrator shall conduct a hearing, unless the parties agree to submit only briefs and written evidence, and shall issue a written decision not later than 30 calendar days from the end of the hearing or briefing schedule unless the parties agree to a bench decision with a written version to follow.
  5. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement.
  6. The parties shall equally share the arbitrator's expenses, and shall pay their own costs. If one party requests a transcript, it shall pay the cost unless the other party requests a copy, in which case the cost shall be shared equally.
- G. Election of Remedy: When the grievant or Union submit the same issue to another arena, the grievance shall be deemed moot. When a grievance is moved to arbitration, to the extent allowed by law that shall be the exclusive remedy.

## **ARTICLE 16- MEET AND CONFER**

- A. Committee: There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.
- B. Meetings: The Committee will meet at mutually agreeable times and places. Employees on the



Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.

- C. Reports: The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times and places in order to bargain.

#### **ARTICLE 17 -SAVINGS CLAUSE**

- A. Severability: 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, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. Substitute Provisions: In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

## ARTICLE 18 – DURATION

- A. Duration: This Agreement shall become effective July 1, 2018 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2020 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. Effect: This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. Work Stoppage Prohibited: It is understood that the services performed by the City's employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: \_\_\_\_\_

Date ratified: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director/Field Representative

\_\_\_\_\_  
President, Local 283-B

# ADDENDUM "A"

## A. Police Officers:

### 1. Wage Schedule (Minimums):

#### a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
Base Increases	\$ -	\$ 2.06	\$ 0.64	\$ 0.36	\$ 0.38	\$ 0.38	\$ 1.50
<b>Base/Hire Rate</b>	<b>\$ 19.58</b>	<b>\$ 21.64</b>	<b>\$ 22.28</b>	<b>\$ 22.64</b>	<b>\$ 23.02</b>	<b>\$ 23.40</b>	<b>\$ 23.78</b>
1		\$ 21.71					\$ 23.85
2		\$ 21.78					\$ 23.92
3			\$ 22.49				\$ 23.99
4			\$ 22.56				\$ 24.06
5				\$ 23.77			\$ 24.97
6				\$ 24.00			\$ 25.21
7				\$ 24.22			\$ 25.44
8					\$ 24.86		\$ 25.68
9					\$ 25.09		\$ 25.92
10						\$ 25.74	\$ 26.16
11						\$ 25.86	\$ 26.28
12						\$ 25.97	\$ 26.40
13						\$ 26.09	\$ 26.28
14						\$ 26.21	\$ 28.54
15						\$ 26.33	\$ 26.75
16						\$ 26.44	\$ 26.87
17						\$ 26.56	\$ 26.99
18						\$ 26.68	\$ 27.11
19						\$ 26.79	\$ 27.23
20						\$ 26.91	\$ 27.35
All Longevity Increase are calculated off the Base Rate							
Probation One Year from date of hire							
One through Four Years 1% of \$750 plus prior year base							
Fifth Year Rate is calculated at 5% of the Base							
Sixth Year Rate 1% for each year of service							
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years							

2. Rank:
  - a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
  - b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
  - c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
  - d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
  - e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
  - f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
  - g. Previous Experience: The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
4. Emergency Medical Technician: The following schedule is added to the wage and salary addendum:
  - a. Emergency Medical Responder (EMR) Certification: ..... \$20.00 per month

- b. Emergency Medical Technician (EMT): .. \$50.00 per month
- 5. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
- 6. Drug Task Force: An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	DISPATCHER 1	DISPATCHER 2	DISPATCHER 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 1.10	\$ 1.25	\$ 0.34	\$ 0.93
<b>Base/Hire Rate</b>	<b>\$ 15.85</b>	<b>\$ 16.95</b>	<b>\$ 18.20</b>	<b>\$ 18.54</b>	<b>\$ 19.47</b>
1		\$ 17.02			
2		\$ 17.09			
3			\$ 18.41		
4			\$ 18.48		
5				\$ 19.47	
6				\$ 19.65	
7				\$ 19.84	
8					\$ 21.03
9					\$ 21.22
10					\$ 21.42
11					\$ 21.51
12					\$ 21.61
13					\$ 21.71
14					\$ 21.81
15					\$ 21.90
16					\$ 22.00
17					\$ 22.10
18					\$ 22.20
19					\$ 22.29
20					\$ 22.39
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					
One through Four Years 1% of \$750 plus prior year base					
Fifth Year Rate is calculated at 5% of the Base					
Sixth Year Rate 1% for each year of service					
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years					

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 3.04	\$ 0.23	\$ 0.57	\$ 0.57
<b>Base/Hire Rate</b>	<b>\$ 16.04</b>	<b>\$ 19.08</b>	<b>\$ 19.31</b>	<b>\$ 19.88</b>	<b>\$ 20.45</b>
1		\$ 19.15			
2		\$ 19.22			
3			\$ 19.52		
4			\$ 19.59		
5				\$ 20.87	
6				\$ 21.07	
7				\$ 21.27	
8					\$ 22.09
9					\$ 22.29
10					\$ 22.50
11					\$ 22.60
12					\$ 22.70
13					\$ 22.80
14					\$ 22.90
15					\$ 23.01
16					\$ 23.11
17					\$ 23.21
18					\$ 23.31
19					\$ 23.42
20					\$ 23.52
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					
One through Four Years 1% of \$750 plus prior year base					
Fifth Year Rate is calculated at 5% of the Base					
Sixth Year Rate 1% for each year of service					
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years					

3. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
4. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
5. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
6. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
7. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
8. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
  - a. POST Intermediate ..... \$25.00 each month
  - b. POST Advanced ..... \$50.00 each month



2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

**GRIEVANCE REPORT FORM**

MILES CITY, MONTANA

POLICE DEPARTMENT

Page 1 of 2

Grievant: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

A. \_\_\_\_\_  
\_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

B. \_\_\_\_\_  
\_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

C. \_\_\_\_\_  
\_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

*use additional sheets if necessary*

**ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date given to Chief of Police: \_\_\_\_\_

**CHIEF OF POLICE'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Police Chiefs Signature: \_\_\_\_\_ Date given to Grievant: \_\_\_\_\_

ADDENDUM B -GRIEVANCE REPORT FORM

Grievant: \_\_\_\_\_

Page 2 of 2

**GRIEVANT'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date given to Mayor: \_\_\_\_\_

**MAYOR'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_ Date given to Grievant: \_\_\_\_\_

**GRIEVANT'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Grievant Signature: \_\_\_\_\_

Union President's Signature: \_\_\_\_\_ Date Given to City Council: \_\_\_\_\_

**CITY COUNCIL'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

City Council Chair's Signature: \_\_\_\_\_ Date Given to Union President: \_\_\_\_\_

Official Title	FTE	MC Base Pay (Monthly)	ANACONDA Base	LIVINGSTON Base	HAVRE Base	WHITEFISH Base	LAUREL Base	BELGRADE Base	Exempt	Notes	Average (Taking out the Highest & Lowest)	Average (Below -)
Probationary Patrol	5	\$ 3,315.80	\$ 2,932.74						N	1 year probation	\$ 2,932.74	13%
Patrol	2	\$ 3,678.06	\$ 3,563.66	\$ 3,233.75	\$ 3,199.67	\$ 3,541.13	\$ 3,678.17	\$ 4,111.39	N		\$ 3,504.18	5%
Senior Patrol	1	\$ 3,785.52							N			
Master Patrol 1	0	\$ 3,847.93							N			#DIV/0!
Master Patrol 2	0	\$ 3,913.79							N			#DIV/0!
Master Patrol 3	0	\$ 3,979.66							N			#DIV/0!
Sergeant	3	\$ 4,040.32	\$ 3,653.80	\$ 4,052.17	\$ 3,707.53	\$ 4,522.18	\$ 5,233.92	\$ 4,395.65	N		\$ 4,395.65	-9%
AC/CE	1	\$ 3,480.47	\$ 3,059.27	\$ 3,267.50		\$ 2,641.55		\$ 4,827.24	N		\$ 4,277.28	-6%
Dispatch	6	\$ 2,603.42	\$ 2,716.08								\$ 3,163.39	10%
											\$ 2,716.08	-4%

Projected Personnel Cost Pension: 8.4700% SS/MED 7.6500% Single: \$739.70

Year: Fiscal Year 18-19

Dept: DISPATCH

To Date: 30-Jun-19

Name	Position	Wk. Comp. Code	Hire Date	Longevity Years	Base Rate	Longevity Pay	CJIN Pay	Total Pay	Total Monthly Pay	Percent	Gross Monthly Salary
Mansheim, Jean	Dispatcher III	7720	3-Feb-04	15	(\$19.96)	(\$0.77)	-\$0.25	(\$20.73)	(\$3,607.14)	100%	(\$3,607.00)
Mansheim, Jean	Dispatcher III	7720	3-Feb-04	15	\$20.74	\$0.77	\$0.25	\$21.51	\$3,742.86	100%	\$3,743.00
McIntyre, Brenna	Dispatcher	7720	9-Dec-16	2	(\$17.02)	(\$0.08)		(\$17.10)	(\$2,975.02)	50%	(\$1,488.00)
McIntyre, Brenna	Dispatcher	7720	9-Dec-16	2	\$17.70	\$0.08		\$17.78	\$3,093.34	50%	\$1,547.00
Merical, Andrew	Dispatcher I	7720	24-Jun-15	3	(\$18.20)	(\$0.15)		(\$18.35)	(\$3,193.07)	100%	(\$3,193.00)
Merical, Andrew	Dispatcher I	7720	24-Jun-15	3	\$18.93	\$0.15		\$19.08	\$3,320.09	100%	\$3,320.00
Idland, Rayne	Prob Dispatcher	7720	9-Jul-18	0	(\$15.85)	(\$0.00)		(\$15.85)	(\$2,758.11)	100%	(\$2,758.00)
Idland, Rayne	Prob Dispatcher	7720	9-Jul-18	0	\$16.48	(\$0.00)		\$16.48	\$2,867.31	100%	\$2,867.00
Tangen, LaRae	Dispatcher III	7720	6-Jun-03	16	(\$19.96)	(\$0.80)	-\$0.25	(\$20.76)	(\$3,612.91)	100%	(\$3,613.00)
Tangen, LaRae	Dispatcher III	7720	6-Jun-03	16	\$19.47	\$2.53	\$0.25	\$22.00	\$3,828.00	100%	\$3,828.00
Vacant	Prob Dispatcher	7720		0	(\$15.85)	\$0.00		(\$15.85)	(\$2,757.90)	50%	(\$1,379.00)
Vacant	Prob Dispatcher	7720		0	\$16.48	\$0.00		\$16.48	\$2,867.52	50%	\$1,434.00

# of Employees	6
Monthly	\$701.00
Yearly	\$8,412.00
Minus Vacation	\$0.00 #131
Minus Sick	\$0.00 #132
Total Yearly for #111	\$8,412.00 #111
Overtime (#121)	\$0.00 #121
Holiday OT Pay (#134)	\$0.00 #134
Other Leave Pay (comp.mil) (#133)	\$0.00 #133
Other Leave Pay (comp.mil) (#133)	\$0.00
TOTAL ANNUAL SALARY BUDGET	\$8,412.00

Mod Factor	Pension	Worker's Comp.	Unemploy. Ins.	SS/MED	Health Ins.	Cost Per Month	Cost Per Year	Emp. Share: 1= single 0= no coverage	Total Monthly Expense:	Total Annual Expense:	Vacation (#131)	Sick Leave (#132)	Total for #111	Overtime (#121)	Holiday Pay (#134)	Other Leave Pay (comp.mil) (#133)	TOTAL ANNUAL SAL BUDGET
8743	0.43%	(\$179.97)	(\$5.41)	(\$275.94)	0	\$0.00	(\$4,373.83)										
8810	1.27%	\$186.76	\$5.61	\$286.34	0	\$0.00	\$4,538.74										
9410	5.79%	(\$74.25)	(\$2.23)	(\$113.83)	0	\$0.00	(\$1,804.34)										
7720	5.04%	\$77.19	\$2.32	\$118.35	0	\$0.00	\$1,875.89										
	0.99	(\$159.32)	(\$4.79)	(\$244.26)	0	\$0.00	(\$3,871.82)										
		\$165.65	\$4.98	\$253.98	0	\$0.00	\$4,025.81										
		(\$137.61)	(\$4.14)	(\$210.99)	0	\$0.00	(\$3,344.34)										
		\$143.05	\$4.30	\$219.33	0	\$0.00	\$3,476.51										
		(\$180.27)	(\$5.42)	(\$276.39)	0	\$0.00	(\$4,381.10)										
		\$191.00	\$5.74	\$292.84	0	\$0.00	\$4,641.81										
		(\$68.81)	(\$2.07)	(\$105.49)	0	\$0.00	(\$1,672.17)										
		\$71.55	\$2.15	\$109.70	0	\$0.00	\$1,738.86										
		\$34.97	\$1.04	\$53.64		\$0.00	\$850.02										
		\$419.64	\$12.48	\$643.68		\$0.00	\$10,200.24										
		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00										
		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00										
		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00										
		\$712.00	\$420.00	\$12.00	\$644.00	\$0.00	\$10,200.00										

1000-005-420160	DISPATCH
#111 Salaries & Wages:	\$8,412.00
#121 Overtime:	\$0.00
#131 Vacation:	\$0.00
#132 Sick Leave:	\$0.00
#133 Other Leave Pay:	\$0.00
#134 Holiday OT Pay:	\$0.00
#141 Unemployment Ins:	\$12.00
#142 Workers' Comp:	\$420.00
#143 Health Insurance:	\$0.00
#144 FICA:	\$644.00
#145 PERS:	\$712.00
TOTAL:	\$10,200.00

Wage Survey Increase 4%



Projected Personnel Cost										SS/MED		7.65000%		Single: \$739.70	
Fiscal Year 18-19										Pension: 8.47000%					
Dept: DISPATCH										Unemp. Ins: 0.15000%					
To Date: 30-Jun-19										WK. Comp. Code					
Name	Position	Comp. Code	Hire Date	Longevity Years	Base Rate	Longevity	CJ/JN Pay	Total Pay	Total Monthly Pay	Percent	Gross Monthly Salary				
Mansheim, Jean	Dispatcher III	7720	3-Feb-04	15	(\$19.96)	(\$0.77)	-\$0.25	(\$20.73)	(\$3,607.14)	100%	(\$3,607.00)				
Mansheim, Jean	Dispatcher III	7720	3-Feb-04	15	\$20.74	\$0.77	\$0.25	\$21.51	\$3,742.86	100%	\$3,743.00				
McIntyre, Brenna	Dispatcher	7720	9-Dec-16	2	(\$17.02)	(\$0.08)		(\$17.10)	(\$2,975.02)	50%	(\$1,488.00)				
McIntyre, Brenna	Dispatcher	7720	9-Dec-16	2	\$17.70	\$0.08		\$17.78	\$3,093.34	50%	\$1,547.00				
Merical, Andrew	Dispatcher I	7720	24-Jun-15	3	(\$18.20)	(\$0.15)		(\$18.35)	(\$3,193.07)	100%	(\$3,193.00)				
Merical, Andrew	Dispatcher I	7720	24-Jun-15	3	\$18.93	\$0.15		\$19.08	\$3,320.09	100%	\$3,320.00				
Idland, Rayne	Prob Dispatcher	7720	9-Jul-18	0	(\$15.85)	(\$0.00)		(\$15.85)	(\$2,758.11)	100%	(\$2,758.00)				
Idland, Rayne	Prob Dispatcher	7720	9-Jul-18	0	\$16.48	(\$0.00)		\$16.48	\$2,867.31	100%	\$2,867.00				
Tangen, LaRae	Dispatcher III	7720	6-Jun-03	16	(\$19.96)	(\$0.80)	-\$0.25	(\$20.76)	(\$3,612.91)	100%	(\$3,613.00)				
Tangen, LaRae	Dispatcher III	7720	6-Jun-03	16	\$19.47	\$2.53	\$0.25	\$22.00	\$3,828.00	100%	\$3,828.00				
Vacant	Prob Dispatcher	7720		0	(\$15.85)	\$0.00		(\$15.85)	(\$2,757.90)	50%	(\$1,379.00)				
Vacant	Prob Dispatcher	7720		0	\$16.48	\$0.00		\$16.48	\$2,867.52	50%	\$1,434.00				
# of Employees 6															
Monthly \$701.00															
Yearly \$8,412.00															
Minus Vacation \$0.00 #131															
Minus Sick \$0.00 #132															
Total Yearly for #111 \$8,412.00 #111															
Overtime (#121) \$0.00 #121															
Holiday OT Pay (#134) \$0.00 #134															
Other Leave Pay (comp.mil) (#133) \$0.00 #133															
Other Leave Pay (comp.mil) (#133) \$0.00															
TOTAL ANNUAL SALARY BUDGET \$8,412.00															

1000-005-420160	
DISPATCH	
#111 Salaries & Wages:	\$8,412.00
#121 Overtime:	\$0.00
#131 Vacation:	\$0.00
#132 Sick Leave:	\$0.00
#133 Other Leave Pay:	\$0.00
#134 Holiday OT Pay:	\$0.00
#141 Unemployment Ins:	\$12.00
#142 Workers' Comp:	\$420.00
#143 Health Insurance:	\$0.00
#144 FICA:	\$644.00
#145 PERS:	\$712.00
TOTAL:	\$10,200.00
Wage Survey Increase 4%	

Total Monthly Expense:									
Total Annual Expense:									
Vacation (#131)									
Sick Leave (#132)									
Total for #111									
Overtime (#121)									
Holiday Pay (#134)									
Other Leave Pay (comp.mil) (#133)									
TOTAL ANNUAL SAL BUDGET \$10,200.00									







## ARTICLE 1 – RECOGNITION

### A. Recognition of Exclusive Representative:

1. Recognition: In accordance with the Act, the City recognizes the Union as the exclusive representative of the appropriate unit employed by the City, which the exclusive representative shall have those rights and duties as prescribed by the Act and this Agreement.
2. Appropriate Unit: The exclusive representative shall represent members of the appropriate unit which shall consist of all Sworn Police Officers below the rank of Lieutenant, Dispatchers except the Chief Dispatcher, Dispatch Supervisor, Parking Control personnel, Clerical personnel except the Chief's secretary, and Animal Warden Control Officer; but shall exclude temporary and short-term employees.

### B. Union Leave and Communications:

1. Union Leave: Employees who are elected or appointed representatives may in the City's sole discretion be granted not more than five days of leave without pay or, at the employee's option, with use of accrued leave, to attend state, regional and national meetings and conventions directly related to the business of the exclusive representative.
2. Union Bulletin Board: The City shall provide reasonable bulletin board space for use of the Union in communicating with its members. There shall be no posting of inflammatory materials.

## ARTICLE 2 - CITY RIGHTS

- A. Inherent Managerial Rights: The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.
- B. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and its duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.
- C. ~~Metropolitan Police Law~~ Law Enforcement: The Police Department is subject to the regulations of the

Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be found to be in conflict with said law MCA, then the Metropolitan Police Law MCA will control.

### ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

- A. Union Fees: Any employee who is not a Union member and who does not make application for membership shall, within 30 days of beginning work, either join the Union and pay the Union's dues or pay the Union its monthly representation fee as a contribution toward the administration of this Agreement. When the Union issues a written demand to the City to terminate an employee who fails to satisfy such demand and includes a copy of all required communications between the Union and the employee, the City will promptly inform the employee via return-receipt U.S. Mail that he/she will be terminated within 15 days from the mailing of such notice unless the City receives written notice from the Union that the employee has satisfied the Union's demand. Thereafter and unless the Union notifies the City in writing of the employee's satisfaction of his/her obligation, the employee will be dismissed.
- B. Religious Exemption: Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA
- C. Union Negotiations: It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- D. Use of Conference Room: The Union shall be allowed to use the Officer's Room/Locker Room or the EOC room for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- E. Union Visitation: With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- F. Janitorial Duties: Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.

**Comment [LW1]:** The Union needs to provide verbiage for the Janus Decision. Language will remain in the contract and a MOU will be written

### ARTICLE 4 - PROHIBITED PRACTICES

- A. Treatment of Union Members: No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. Restraining and/or Coercing Employees: The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.

C. Other Labor Groups Prohibited: The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.

D. Discrimination: No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

#### ARTICLE 5 - HOURS OF WORK AND OVERTIME

A. City Rights: The City reserves the right to call individuals to work on their scheduled days off in the event such is necessary.

B. Police Officers:

1. Work Day:

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work day for Police Officers shall be divided into three equal ten-hour shifts:

Day Shift: 7:00 a.m. to 5:00 p.m.  
Afternoon Shift: 2:00 ~~12:00~~ p.m. to 12:30 ~~midnight~~ a.m.  
Night Shift: 10:00 p.m. to 8:00 a.m.

The afternoon shift is any combination of 10 hours to adequately cover a shift.

~~The first 15 minutes of each oncoming shift will usually be for rides to work and briefings. The off-going shift shall remain on patrol during the briefing period and the last 15 minutes will usually be for rides home from work.~~

- b. ~~Bidding:~~ Shifts will be bid by seniority. Two Officers shall be assigned and work to on each shift. ~~Patrol Officers positions exclude Officers in special assignment and Administrators.~~ To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift, other than what they bid on, in long term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule patrol officers.
- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.

2. Work Week: The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of

**Comment [LW2]:** Is there language that needs to be changed or added in Bidding. Are you bidding 4 months at a time for the three shifts?

Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

Except for a call back or meetings, when an Officer works on either the first or third day of his/her consecutive days off, all such time shall be at time and one-half the Officer's regular rate. When an Officer works the first two days, the last two days, or just the middle day, all such time worked will be at double the Officer's regular rate. When an Officer works all consecutive days off, work on the first day will be at time and one half and work on the second and third days will be at double time and one-half the Officer's regular rate. Days compensated in this manner shall not be subject to additional overtime pay under Section E of this Article.

3. The City may establish a distinct work week and compensation formula for School Resource Officer, Animal Control Officer, and Drug Task Force Officers, which shall provide approximately the same overall benefits as for other Officers. Required dress and other matters addressed by this Agreement may be different for such Officers.

C. Dispatchers:

1. Shifts: The City will establish a seven-day work week for each Dispatcher which shall attempt to avoid extended periods of work before days off, and shall so notify the Dispatcher. ~~The work week will normally include five days of work followed by at least two consecutive days off.~~ The regular work day for Dispatchers shall be divided into ~~three~~ two equal ~~eight~~ twelve-hour shifts:

<u>Day Shift:</u>	<u>7:00 a.m. to 37:00 p.m.</u>
<u>Afternoon-Night Shift:</u>	<u>37:00 p.m. to 447:00 pa.m.</u>
<u>Night-Mid Shift :</u>	<u>11:00 pa.m. to 79:00 ap.m.</u>

**Comment [LW3]:** Should these shifts be changed? They only look like they are used to pay shift differential. Changed shifts to reflect working hours

2. Shifts will be bid by seniority every 3 months.

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3. The shifts will consist of the following:

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a. Day Shift 1/Night Shift 1

i. Week 1 & 3: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday.

ii. Week 2 & 4: (3) twelve hour shifts on Sunday, Wednesday and Thursday

b. Day Shift 2/Night Shift 2

i. Week 1 & 3: (3) twelve hour shifts on Sunday, Wednesday and Thursday

ii. Week 2 & 4: (3) twelve hour shifts on Monday, Tuesday and Saturday and one (8) hour shift on Friday

c. Mid-Shift (overlap): Monday – Thursday (10) hour shifts 11:00 a.m. – 9:00 p.m.

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- 2.4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.

3. Rotation:

- a. Full-time: Dispatchers will bid on available shifts based on seniority. There will be four shift rotations, which rotate in order of nights, afternoons, and days. The first shift rotates three nights, five afternoons, and four days. The second shift rotates four nights, three afternoons, and five days. The third and fourth shift rotate five nights, four afternoons, and three days.
- b. Part-time: The part-time dispatcher schedule will normally, in each 18-day period, rotate one

night shift, five days off, two afternoons, three days off, three day shifts, and four days off.

4.5. Other Schedules: By mutual agreement, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

1. Work Day: Civilian employees shall normally work an eight-hour shift. Within the regularly scheduled shift, they shall receive a one-hour meal break and two 15 minute rest breaks.
2. Work Week: Civilian employees shall be scheduled on a seven-day work week, which normally includes five days of work and two days off. The City will attempt to schedule days off to be consecutive within each work period.

E. Overtime:

1. Computation:

- a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.
- b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
- b.c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
- e.d. Paid leaves shall be considered time worked for the purpose of calculating overtime.

2. Authorization: Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Line Supervisor-Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
3. Meetings: With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
4. Compensatory Time: Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid. Police Officers may maintain a total of no more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time. One hour of what would otherwise be overtime will be credited as one and one-half hours of compensatory time. Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training. The City may from time to time cash out any or all

accumulated compensatory time credits.

5. Records: Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.
- F. Minimum Call Back: When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

#### ARTICLE 6 – SALARIES

- A. Wage/Salary Schedule: Compensation to be paid by the City to the employees in the bargaining unit during the period of this Agreement, subject to the expressed provisions of Article 17 of this Agreement, are set forth in Addendum "A" attached hereto and by reference made part of this Agreement. The City agrees to deduct the following items from the paycheck of each employee:
  - a. Federal Income Tax
  - b. State Income Tax
  - c. Union Dues
  - d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
  - e. Police Pension
  - f. Health Insurance
- B. Shift Supervisors: When a shift is assigned two or more Officers, one shall be designated the ~~Sshift line-supervisor~~ Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.
- C. Sole Officer: When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.
- D. Pay Periods: When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

#### ARTICLE 7 - LEAVES OF ABSENCE

##### A. Sick Leave:

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
  - a. Because of and during illness or injury incapacitating the employee to perform his/her work;  
or
  - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the

employee.

- c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
- d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
- e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
- f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.

- 2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.
- 3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
- 4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

#### B. Annual Vacation:

- 1. Vacation shall be accrued in accordance with Sections 2-18-611 through Section 2-18-617, MCA
- 2. Vacations shall be arranged or be caused to be arranged in accordance with Montana Codes Annotated 2-18-616. Vacation time of employees not covered by this Agreement shall not affect this schedule.

3. ~~Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice. No more than one patrol Lieutenant shall be on vacation at any given time.~~

4. ~~3.~~ A vacation sheet will be posted no sooner than August 1st and no later than October 1st for the forthcoming year and the employees must apply for their vacation according to seniority. Each employee will have one week to apply for a vacation slot after the senior man above him has applied. In the event the employee fails to apply for this vacation within his/her week the employee will lose his/her seniority slot and revert to the bottom of the seniority slot.

C. Emergency Leave: An employee may be granted a leave at the discretion of the Chief of Police of no more than one day per year, non-cumulative. The day is deducted from sick leave for emergency situations that arise requiring the employee's personal attention, which is not covered under other provisions of this Agreement.

#### D. Medical Leave:

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1. An employee who is unable to work because of illness or injury and who has exhausted all sick leave credit available shall, upon request, be granted a medical leave of absence, without pay, up to six months. The City may, in its sole discretion, renew such leave.
  2. A request for leave of absence or renewal thereof under this Section shall be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.
- E. Leave Without Pay: A leave of absence without pay may be granted at the sole discretion of the City upon written request by the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires, up to 12 months. This leave may be extended at the discretion of the City.
- F. Military Leave: Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.
- G. Maternity Leave: The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.
- H. Personal Leave: The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.
- I. Educational Leave: Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.
- J. Family and Medical Leave: When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.
- K. Records of Leaves:
1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
  2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

## ARTICLE 8 – HOLIDAYS

A. Holiday Schedule: Employees shall be granted the following holidays without loss of pay:

1. New Year's Day	January 1
2. Martin Luther King	Third Monday in January
3. President's Day	Third Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4th
6. Labor Day	First Monday in September
7. Columbus Day	Second Monday in October
8. Veteran's Day	November 11
9. Thanksgiving	Fourth Thursday in November
10. Christmas	December 25th
11. Election Day	Date of State General Election

The Montana Legislature may establish other holidays.

B. Holiday Pay: Employees required to work on the above listed holidays shall receive an additional one and one-half times their regular rate of pay set forth in Addendum "A".

C. Holidays on Regular Days Off: If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive ten hours or eight hours of compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

## ARTICLE 9 - HEALTH EXAMINATIONS AND REQUIREMENTS

A. Physical Fitness Required: Each employee covered by this Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.

B. Medical Examinations: Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.

C. Physical Fitness Standards:

1. Physical Fitness Standards Established: The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the ~~"Denver/Standard Model"~~ Montana Physical Abilities Test (MPAT) as posted by the City.
2. Medical Waiver: Upon the receipt of medical verification from a licensed physician, an employee may receive a medical waiver for noncompliance to a particular element of the physical fitness standard. The Department shall reserve the right, subject to the physician's approval, to offer a substitute physical fitness standard of comparable measurements.
3. Assessments Required: Each employee will be required to demonstrate their compliance with the Department's physical fitness standards at least once every year. Physical fitness assessments will be

completed by October 31 annually.

4. Failure to comply with the Department's physical fitness standards:

a. Noncompliance Process:

- (1) Employees who fail to comply with the physical fitness standards shall be given a written reprimand along with a warning that they must comply with these standards within three months.
- (2) At the end of their three month warning, the Department will assess the employee's physical fitness. If the employee remains in noncompliance with the physical fitness standards, then the Police Chief shall place that employee on mandatory leave without pay for a period not to exceed three months.
- (3) If at the end of six months the employee remains in noncompliance, then the employee will be discharged from the Department.

D. Schools and Pistol Qualifications:

1. Pistol Qualifications:

- a. The employees are free to attend and participate in the Department Semi-annual Pistol Qualifications and all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools or qualifications shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.
- b. Officers will be scheduled for pistol qualifications while on-duty. All officers will be required to qualify. Scores shall be kept by the Lieutenant on shift.

2. CPR Certification: Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

E. Performance Evaluations: Employees will be evaluated at least once every other year. Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. Members tasked with evaluating Officers must attend a training pertaining to performance evaluations. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

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## ARTICLE 10 - EMPLOYEE FRINGE BENEFITS

A. Medical Insurance: Pursuant to the laws of the State of Montana:

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.

2. Health Insurance:

a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

b. ~~Addition to Wage Schedule: The Union requested and the City agreed, that a maximum of \$250.00 of the City's contribution to the insurance program over that required to pay the single premium will be added to the wage schedule after negotiated increases to that schedule are calculated, and individual employees will have the option to individually pay to cover additional family members or to purchase other insurance.~~

3. ~~The City reserves the right to effect such changes as in its judgment are necessary or desirable; however, the effectuation of such changes, if any, shall not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement.~~

B. Retirement: The City and employees are bound by Title 19, Chapter 9, MCA

C. Equipment Provided: The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.

D. Department Ammunition: The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.

E. Uniform Allowance: There shall be paid on September ~~1~~<sup>15</sup> and March ~~1~~<sup>15</sup> each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

Patrol, Sergeant & Animal Warden: .....\$360.00  
Dispatcher ..... \$125.00

**Comment [LW4]:** I changed these dates to coordinate with Pay Dates as uniform allowances are paid through payroll. Though this would clear up some confusion.

#### ARTICLE 11 - HEALTH AND SAFETY

A. Industrial Insurance Required: The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.

B. Employee Losses: When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.

- C. Employee Injuries: An employee injured in the line of duty may request investigation by the Worker's Compensation Division of the circumstances of the injury.
- D. Bullet Proof Vests: The Department will provide Police Officers bullet proof vests which are in accordance to underwriter recommendations. Each Police Officer will be required to wear the vest at all times while on patrol duty.

## ARTICLE 12 - NEW POSITIONS & PROMOTIONS

- A. New Positions: When a new position is created or a vacancy occurs in any existing position, the City will within five working days post the vacancy internally for 10 working days. Thereafter, the vacancy must be posted on the City website and Montana Job Service. The position will be open continually until an appropriate, qualified candidate is found to fill the vacancy, for at least 15 calendar days on the bulletin board normally used for employee notices, a bulletin stating The vacancy announcement shall contain the following information:

Location and title of position to be filled;

1. A.-listing of the principal duties of the position;

1-2. Minimum qualifications;

2-3. Current assigned hours of service;

3-4. Current assigned days of rest;

4-5. Salary range of the position;

5-6. Starting date of the assignment;

7. Last date when applications will be received and accepted;

6-8. With whom the applications shall be filed.

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Comment [LW5]: New Promotional Procedure  
proposed

### B. Promotional Procedure:

1. Responsibility for Promotions: The City shall first consider and give preference to the applications of current employees for open positions covered by this Agreement and shall base its decision on the applicants' abilities, experience, performance evaluations and seniority. The City shall in its sole discretion assess the applicants' abilities and experience relevant to the requirements of the position. Vacancies shall be filled within 30 calendar days from the end of the posting period, unless the City finds it necessary to re-advertise the position, in which case the vacancy will be filled as soon as possible thereafter.
2. Promotional Procedures: Applications received by members of the bargaining unit will be given consideration before reviewing the applications from external candidates. The candidate selected for promotion shall first successfully pass the physical test. Promotions will be based on a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:
  - a. ~~0-60 Points- Performance Rating; Each applicant shall be rated on their history of Job Performance by the Senior Officer. Senior Officers shall be defined as officers of greater rank than the applicant's current rank and greater than the rank for which the applicant has applied. The forms to be used in the Performance Rating process will be furnished by the Chief of the Department for all Officers rating the applicant. After completion of the Performance Rating process by the Senior Officers, an overall score will be obtained by totaling all of the rating scores and dividing by the~~

number of Officers rating the applicant.

- b. 0-30 Points-- Continuing Education: An applicant may earn a Continuing Education Credit of one point for every ten hours of instruction in an approved Officer Training course or program. Officers may be eligible for Continuing Education Credit only after they successfully pass the State of Montana's P.O.S.T. Basic Certification program. Approved Officer Training Courses/Programs shall include courses offered or approved by the Montana Law Enforcement Academy or other courses approved by the Chief of Police.

0-20 Points-- Seniority: Each applicant will score two points for each year of employment with the Police Department, not to exceed twenty points:

1.	Structure Interview	20%
2.	Experience (1 year prior law enforcement + .05%)	20%
3.	Seniority within Department (1 year = .05%)	20%
4.	Evaluations	18%
5.	Secondary Education (Associates 2%, Bachelor 4%, Masters 6%)	6%
6.	Assumption of additional duties for the Department on and/or off duty	10%
7.	Post Certificates (Intermediate 2%, Advanced 4%, Supervisory 6%)	6%
Total		100%

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3. Promotional Authority: The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
4. Reasons and Appeal: If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.
- C. School Resource Officer: When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:
1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
  2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
  3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
  4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

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#### ARTICLE 13 -SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. Definitions:

- a. Sworn Officers: Seniority begins from the last date of hire with the City as a sworn officer, and is recognized after the Officer satisfies his/her probationary period.
- b. Civilian Employees: Seniority begins from the last date of hire with the City, and is recognized after the employee satisfies his/her probationary period. All Civilian employees who were employed by the City before July 1, 1986, shall have that date as their seniority date.

2. Seniority Roster: The City shall, on or about January 1 of each year, post a seniority roster showing the seniority date for each employee. An employee who disagrees with the information posted may file a grievance. The resolution of or failure to file a grievance shall establish the information as valid from that point forward and in subsequent postings.

3. Seniority Credits:

- a. Continuing Accumulation: An employee shall continue to accrue seniority when on leaves with pay, military leave, and authorized leaves of absence without pay not in excess of 15 calendar days. An employee, who returns to the bargaining unit from a promotion within the Department, shall be deemed to have accumulated additional seniority during such promotion.
- b. Status Quo: An employee shall not accumulate, but shall not lose, already accumulated seniority credits when he/she is absent on an authorized leave of absence for in excess of 15 calendar days, is on layoff status, or is transferred out of the Department but still employed by the City.
- c. Loss of Credits: An employee's seniority credits shall be lost when he/she is terminated or resigns. Seniority credits shall also be lost when an employee or is on layoff status for in excess of two calendar years from the date layoff began. Members that have left the Department or promoted out of the Collective Bargaining Unit, but have regained employment at a later date, shall request their longevity to be recognized by the union. It will only be granted through a Union majority vote.

B. Layoff: In the event the City decides to reduce the number of employees within any classification, it shall lay off the employee within that classification who has the least seniority. Except in the case of an emergency, the City will give an employee subject to layoff a minimum of 21 calendar days advance notice.

C. Recall: When there is an open position within the bargaining unit, the most senior individual on layoff status who has actually been employed in the open position shall be recalled, unless that employee was removed by the City for performance reasons, in which case the next senior employee shall be recalled. The City shall issue a recall notice by certified, return receipt letter to the employee's last-known address. The recalled employee will, not later than 10 calendar days from the mailing of the notice by the City, notify the City in writing of his/her intent to return to work. Should the recalled employee fail to issue such notification, or should the employee fail to return to work at the time specified by the City, the employee shall be deemed to have resigned his/her position. In the event an individual was placed on layoff from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall except as specified in A(3)(c), above.

#### **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

- A. Supervisory Authority: In accordance with Title 7, Chapter 32, Part 4104~~3~~ and 4163, MCA: the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. Investigatory Suspension: When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. Appeal: Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. Personnel Files: An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

#### **ARTICLE 15-GRIEVANCE AND ARBITRATION PROCEDURES**

- A. Stewards: Employees selected by the Union to act as Union Representatives shall be known as Stewards, and the Union will promptly notify the Mayor and Chief of Police of such selection.
- B. Grievance Representation: Employees shall not be required to meet with any City official or representative without Union representation.
- C. Definition: A grievance shall mean any complaint by an employee or the Union that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement. All grievances and responses shall be made using the form attached as Addendum B.
- D. Time Limits: Failure by the Union to follow time limits provided herein shall render the subject of the grievance moot. Failure by the City to follow time limits herein provided shall allow the Union to process the grievance to the next step of the procedure, in accordance with the time limits. Time limits may be extended by written mutual agreement of the Union and the City, for the purpose of this Article, days shall mean each and every calendar day.
- E. Prompt Correction: Any action taken by the City or in action of the City 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 corrected.
- F. Resolution Procedure: Informal discussion can be beneficial and is encouraged, however, in the absence of or inability of such discussion to resolve a problem, as it exists, any grievance which arise between the



parties shall be settled in the following manner:

STEP 1: Any employee or the Union may file a grievance in writing not later than 12 calendar days of the event giving rise to the grievance, with the Chief of Police. The Chief of Police shall respond in writing to the grievant not later than 12 calendar days from the receipt of the grievance.

STEP 2: If the grievant disagrees with the Chief's response, the grievant shall submit the appeal in writing to the Mayor not later than 12 calendar days from the receipt of the response. The Mayor shall respond in writing to the grievant not later than 12 calendar days from the receipt of the appeal.

STEP 3: If the grievant and the Union disagree with the Mayor's response, the grievance may be submitted in writing to the City Council not later than 12 calendar days from the receipt of the Mayor's response. The City Council shall hear the grievance at the next regular meeting, and shall issue its decision at the subsequent regular meeting.

STEP 4: If the grievant and the Union disagree with the City Council's decision, the grievance may be submitted to final and binding arbitration under the following provisions:

1. Not later than 12 calendar days from the receipt of the City Council's decision, the Union will petition the Montana Board of Personnel Appeals for a list of seven potential arbitrators to be sent to the Union and to the City or its representative, and the Union shall promptly deliver a copy of the petition to the Mayor or his/her representative.
  2. Upon receipt of the list, the parties shall promptly alternately strike names with the final name being the arbitrator. The Union shall notify the Board of Personnel Appeals of the appointment, and shall deliver a copy of such notice to the Mayor or his/her representative.
  3. Not less than 20 calendar days prior to the arbitration hearing, the arbitrator shall resolve all arbitrability issues submitted to that point.
  4. The arbitrator shall conduct a hearing, unless the parties agree to submit only briefs and written evidence, and shall issue a written decision not later than 30 calendar days from the end of the hearing or briefing schedule unless the parties agree to a bench decision with a written version to follow.
  5. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement.
  6. The parties shall equally share the arbitrator's expenses, and shall pay their own costs. If one party requests a transcript, it shall pay the cost unless the other party requests a copy, in which case the cost shall be shared equally.
- G. Election of Remedy: When the grievant or Union submit the same issue to another arena, the grievance shall be deemed moot. When a grievance is moved to arbitration, to the extent allowed by law that shall be the exclusive remedy.

#### **ARTICLE 16- MEET AND CONFER**

- A. Committee: There is formed a Labor/Management Committee which consists of two representatives

appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.

- B. Meetings: The Committee will meet at mutually agreeable times and places. Employees on the Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.
- C. Reports: The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times and places in order to bargain.

#### **ARTICLE 17 -SAVINGS CLAUSE**

- A. Severability: 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, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. Substitute Provisions: In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

#### ARTICLE 18 – DURATION

- A. Duration: This Agreement shall become effective July 1, 2018 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2020 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. Effect: This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. Work Stoppage Prohibited: It is understood that the services performed by the City's employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: \_\_\_\_\_

Date ratified: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director/Field Representative

\_\_\_\_\_  
President, Local 283-B

# ADDENDUM "A"

## A. Police Officers:

### 1. Wage Schedule (Minimums):

#### a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
Base Increases	\$ -	\$ 2.06	\$ 0.64	\$ 0.36	\$ 0.38	\$ 0.38	\$ 1.50
Base/Hire Rate	\$ 19.58	\$ 21.64	\$ 22.28	\$ 22.64	\$ 23.02	\$ 23.40	\$ 23.78
1		\$ 21.71					\$ 23.85
2		\$ 21.78					\$ 23.92
3			\$ 22.49				\$ 23.99
4			\$ 22.56				\$ 24.06
5				\$ 23.77			\$ 24.97
6				\$ 24.00			\$ 25.21
7				\$ 24.22			\$ 25.44
8					\$ 24.86		\$ 25.68
9					\$ 25.09		\$ 25.92
10						\$ 25.74	\$ 26.16
11						\$ 25.86	\$ 26.28
12						\$ 25.97	\$ 26.40
13						\$ 26.09	\$ 26.28
14						\$ 26.21	\$ 28.54
15						\$ 26.33	\$ 26.75
16						\$ 26.44	\$ 26.87
17						\$ 26.56	\$ 26.99
18						\$ 26.68	\$ 27.11
19						\$ 26.79	\$ 27.23
20						\$ 26.91	\$ 27.35
All Longevity Increase are calculated off the Base Rate							
Probation One Year from date of hire							
One through Four Years 1% of \$750 plus prior year base							
Fifth Year Rate is calculated at 5% of the Base							
Sixth Year Rate 1% for each year of service							
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years							

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2. Rank:

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
- c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
- d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
- e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
- f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
- g. Previous Experience: The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.

2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.

3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.

4. Emergency Medical Technician: The following schedule is added to the wage and salary addendum:

- a. First- Emergency Medical Responder (EMR) Certification: ..... \$20.00 per month

b. Emergency Medical Technician (EMT): .. \$50.00 per month

5. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
56. Drug Task Force: An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.

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B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION First 12 months of continuous employment	CONFIRMED Beginning with 13th month	DISPATCHER 1 Beginning with 37th month	DISPATCHER 2 Beginning with 61st month	DISPATCHER 3 Beginning with 97th month
Base Increases	\$ -	\$ 1.10	\$ 1.25	\$ 0.34	\$ 0.93
Base/Hire Rate	\$ 15.85	\$ 16.95	\$ 18.20	\$ 18.54	\$ 19.47
1		\$ 17.02			
2		\$ 17.09			
3			\$ 18.41		
4			\$ 18.48		
5				\$ 19.47	
6				\$ 19.65	
7				\$ 19.84	
8					\$ 21.03
9					\$ 21.22
10					\$ 21.42
11					\$ 21.51
12					\$ 21.61
13					\$ 21.71
14					\$ 21.81
15					\$ 21.90
16					\$ 22.00
17					\$ 22.10
18					\$ 22.20
19					\$ 22.29
20					\$ 22.39
All Longevity Increase are calculated off the Base Rate					
Probation One Year from date of hire					
One through Four Years 1% of \$750 plus prior year base					
Fifth Year Rate is calculated at 5% of the Base					
Sixth Year Rate 1% for each year of service					
Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years					

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2. Animal Control Wage Schedule (Minimums):

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a. Effective July 1 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
Base Increases	\$ -	\$ 3.04	\$ 0.23	\$ 0.57	\$ 0.57
<b>Base/Hire Rate</b>	<b>\$ 16.04</b>	<b>\$ 19.08</b>	<b>\$ 19.31</b>	<b>\$ 19.88</b>	<b>\$ 20.45</b>
1		\$ 19.15			
2		\$ 19.22			
3			\$ 19.52		
4			\$ 19.59		
5				\$ 20.87	
6				\$ 21.07	
7				\$ 21.27	
8					\$ 22.09
9					\$ 22.29
10					\$ 22.50
11					\$ 22.60
12					\$ 22.70
13					\$ 22.80
14					\$ 22.90
15					\$ 23.01
16					\$ 23.11
17					\$ 23.21
18					\$ 23.31
19					\$ 23.42
20					\$ 23.52

All Longevity Increase are calculated off the Base Rate

Probation One Year from date of hire

One through Four Years 1% of \$750 plus prior year base

Fifth Year Rate is calculated at 5% of the Base

Sixth Year Rate 1% for each year of service

Eleventh Year Rate 1% for 10 years + .5% for each year of service after 10 years up to 20 years

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32. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56Basic-Public-Safety Communicator 40 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment until he or she successfully completes the Montana Law Enforcement Academy's Animal Control Officer Basic 40-hour course.
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service a longevity increase of 5% will be given for the fifth year and only the fifth year of service. Beginning with the sixth year of service an increase of 1% longevity increase will be given annually through the tenth year of service. Beginning in the eleventh year of service a .5% increase will be given annually up to and including the 20th year of service.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
43. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
45. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1", "Secretary" or "Animal Control 1-", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Law Enforcement Basic 16-hour course and the Power phone Emergency Medical Dispatch (EMD) 24-hour course.
56. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
67. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
87. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. Effective July 1, 2010, an employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:

a. POST Intermediate ..... \$25.00 each month

b. POST Advanced ..... \$50.00 each month

2. Effective July 1, 2010, an employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

**RESOLUTION NO. 4208**

**A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 600 UNION.**

*WHEREAS*, the City of Miles City ("City") and the Local No. 600 of the International Association of Fire Fighters AFL-CIO ("Local 600") have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 600, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.

2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF OCTOBER, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



## CITY OF MILES CITY

Agenda Item #14.C  
Council Meeting Date: October 23, 2018  
Council Agenda Report

**Item:** Labor Agreement between the City of Miles City and the International Association of Fire Fighters, Local #600 (IAFF Local #600)

**From:** John Hollowell, Mayor

**Initiated By:** Mayor's Office/IAFF Local #600

**Presented By:** John Hollowell, Mayor

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement with the IAFF Local #600

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**Suggested Motion:**

1. Councilperson moves:  
"I move that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the IAFF Local #600.

**Background:**

The current Collective Bargaining Agreement (CBA) with the Miles City Firefighters expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties agreed to a new collective bargaining process called "Affinity". One federal mediator and one state mediator visited with the teams on July 24 to provide instruction of the process. On July 25, the mediators monitored the process and provided guidance as necessary. A tentative agreement was reached in a little over six hours.

Please find below a summary detailing changes to the proposed agreement.

**Summary of Changes**

**Agreement Term:** 2 Years – July 1, 2018 – June 30, 2020

**Minor Updates throughout the CBA:**

- Grammar, punctuation, spelling
- Reformatted page numbering

**Changes from the previous agreement include:**

Article 4 – Updated required testing for probation period to reflect current requirements.

Article 5 – Added language at end of article – Seniority for the department members shall not take place of rank for orders in the chain of command.

Article 6.B.2 – Deleted the following language – The performance appraisal will be the first step of the promotional procedure, and it will be completed before going to the next step.

Article 6.C.1-7 – Updated the language for each rank and officer status to reflect the correct training requirements for promotion. Deleted Firefighter I and changed Firefighter III to Driver Operator. Rearranged order of officers.

Article 6.D - Retention of Rank language deleted no longer applicable.

Article 6.E. – Renumbered to D added language “...unless extenuating circumstances exist.” This will allow the Chief to carry on duties in the absence of adequate staffing that would hinder the operations of the department.

Article 6.F. – Renumbered to E. Changed the promotional procedure process from thirty to forty-five days.

Article 6.G – Renumbered to F.

Article 6.H – Renumbered to G.

Article 7 – Language change “Human Relations Director” to “Human Resource Officer”.

Article 10.B.1 – Item added. “Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as “shift personnel”.

Article.11 – Language added “When the Battalion Chief is off duty, the Battalion Chief Will be included in the overtime rotation.”

Article 12.C.1 – Item added. “Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief’s selection shall be in addition to the vacation list and will not affect the other shift member’s choices.

Article 18.F – Changed “current” to “highest”, changed “EMT Basic or Intermediate, Basic Wildland Firefighter” to Emergency Care Provider licensure obtained,” to reflect current requirements.

Article 23 – Added after Chief “and Battalion Chief”. Also added the following language “In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

“Emergency fill in, is referring to when someone calls in right before shift starts, or has to leave during shift for illness or related events. Otherwise, an unscheduled vacancy would be someone calling in 2 or more hours prior to their shift, then they would need to follow the regular overtime protocol.”

Article 27 – Changed “two” to “three” added “...and the Fire Chief”.

#### **Changes to Addendum A – Wages:**

All firefighters employed by the Miles City Fire Department are required to possess current basic EMT certification. The EMT stipend was added into the base wage of both probationary and confirmed firefighters. Ranks and stipends were adjusted to reflect of a percentage of the confirmed firefighter base wage. Stipends are awarded to firefighters based upon completion of required courses and training. Ranks are awarded based on required courses and training completed and the promotion criteria outline in the collective bargaining agreement. Basing ranks and stipends on a percentage of the confirmed firefighter’s base provides incentive to acquire additional skills and knowledge. Wage comparisons can be more accurately conducted by the City which allows for the control of costs through flexibility in awarding salary increases based on the ranks and stipends when compared to fire departments throughout the state.

Shift coverage was also discussed during negotiations. It was agreed that firefighters covering shifts for illness, vacations, military leave, and during staff shortages should be compensated for the first six hours at 1½’s their regular hourly rate to be worked in 12 hours shifts. This compensates for the disruption of regular time off.

Stipends for off duty medical transfers were also added to compensate for firefighters taking medical transfers during off duty hours. These stipends are based on the current EMS status of employees riding on medical transfers. Eight hours will be guaranteed for transports with the first hour being at 1½’s of the normally hourly rate for transports further than a 100 mile radius of Miles City. It is the goal of the Miles City Fire Department to increase medical transports by 50%. Based on this projection ambulance net revenue may be increased by an average of \$20,000 per year.

Attached are the results of the 2017 Salary Survey conducted by the City. This survey indicates that Miles City Firefighters are currently 5% below the average. Based on the use of the percentage of base for ranks and stipends the overall increase to the Miles City Fire Department employees will be 3%, 2% below the indicated 5% increase.

A gym membership stipend was added to help members remain compliant with firefighter physical fitness standards.

The fiscal impacts to the current budget of proposed changes to the collective bargaining agreement are as follows:

18/19 Budget	EMS	Fire			
Increased Revenue- Out of Town Transports	\$ 60,000.00	\$ -			
Current Wages	\$ 233,296.00	\$ 467,064.00			
3% Wage Increase	\$ 240,295.00	\$ 481,076.00			
Ambulance Transfer Wages	\$ 40,000.00	\$ -			
Increase to Budget	\$ 6,999.00	\$ 14,012.00			
Overtime Wages	\$ 19,200.00	\$ 51,800.00			
23% Overtime Increase	\$ 23,616.00	\$ 63,714.00			
Increase to Budget	\$ 4,416.00	\$ 11,914.00			
Total Increase to Budget	\$ 11,415.00	\$ 25,926.00			
Net Fund Increase (Decrease)	\$ 48,585.00	\$ (25,926.00)			

#### Alternatives:

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

**COLLECTIVE  
BARGAINING AGREEMENT**

**between**

**MILES CITY FIRE FIGHTERS Local No. 600  
International Association of Fire Fighters**

**and**

**THE CITY OF MILES CITY**



**July 1, 2018 through June 30, 2020**



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**Local No. 600, International Association of Fire Fighters, Miles City, Montana**  
**and**  
**The City of Miles City**

This Agreement made between the City of Miles City, hereinafter called the "Employer" and the Miles City Fire Fighters Local #600 of The International Association of Fire Fighters AFL-CIO, hereinafter called the "Union".

WHEREAS the parties have agreed to enter into this Agreement for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Employer.

**ARTICLE 1 - RECOGNITION**

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

**ARTICLE 2 - UNION MEMBERSHIP**

Employees may, at their discretion, become members of the Union. This includes any person currently employed by the Fire Department or any person who becomes a new member of the Fire Department. Employees who elect to not become members of the Union will also be entitled to all benefits and rights of this Agreement subject to the check-off set forth in Article 3.

**ARTICLE 3 - CHECK OFF**

The Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. There will be deducted from the monthly wages of each employee who has elected not to become a member of the Union, a sum equal to the sum certified by the Secretary of the Union as dues for Union Members. Such sums deducted will be delivered to the Secretary-Treasurer of the Union for the use of the Union as a Service Charge. Employees who fail to meet this requirement will be discharged. The Union indemnifies and holds harmless the City from any suit involving the application

of the representation fee, including payment of any awards orders by a court, and court and attorney fees.

#### **ARTICLE 4 - PROBATION PERIOD**

All new employees will serve a probationary period of 12 months and will have no seniority rights during this period, but will be subject to all clauses of this Agreement. All employees who have worked 12 months, passed the FF1 test, and who have been duly appointed will be known as permanent employees and the probationary period will be considered part of their seniority time.

#### **ARTICLE 5 - SENIORITY LIST**

The Employer will establish a Seniority List and it will be posted and brought up to date on January 1 of each year and immediately be posted on the Fire Department bulletin board for a period of 30 days, and a copy given to the Secretary of the Union. Any objections to the Seniority List, as posted, will be reported to the Employer not later than 10 days or the list will stand approved as posted. Seniority for the department members shall not take place of rank for orders in the chain of command.

#### **ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE**

- A. **Slate of Officers:** There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.
- B. **Promotional Procedure:** When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position, the Chief shall post the opening in the regular places for notices to the employees in the bargaining unit. Promotions will be based on a point system. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following four categories: Seniority, Performance Evaluation, Oral Assessment, and Written Test. The composite score range is 0 to 100 points. All points being equal, the senior person will receive the promotion.
  - 1. **0-20 Points - Seniority:** Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

2. 0-40 Points - Performance Rating: the Evaluation Committee will rate each applicant on their history of Job Performance. The committee will consist of the Chief, Battalion Chief and one member appointed by the Union who is of the rank of Captain or higher. The forms to be used in the Performance rating process will be furnished by the Chief of the Department to all Committee members. After completion of the Performance Rating process by the committee, an overall score will be obtained by totaling all of the rating scores and dividing by four. The points will then be awarded on a percentage basis. Scores will be explainable and defensible.
3. 0-20 Points - Oral Assessment: The Oral Assessment Panel will consist of the Fire Chief, Battalion Chief and a member appointed by the Union who is of the rank of Captain or higher who has an employment history in a full-time career department that includes firefighting and EMS. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. All scores will be explained in writing to validate and defend the application of the Oral Assessment. The scores will be given to the Chief.
4. 0-20 Points - Written Competitive Tests. Written competitive test will be used only twice in the promotional procedure, once when testing for the position of Lieutenant, and once when testing for a Chief Officer's position. Promotion to Captain will be from a Lieutenant. The Applicants for Lieutenant will be given a single written test compiled from information contained in the following: the IFSTA Manuals of equal content to those that had made up the applicable Red Manuals referenced in Section(C), subsection (1) of this Article, Department SOPs, Department Working Rules and Regulations, Company Officer Manual, and Incident Command System book. The Applicants for Chief Officer will be given two separate written examinations, each with a maximum possible point value of twenty points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.

C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:

1. Required Training: Completed FFI, FFII, and Driver-Operator.
2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department, currently certified at FFI, FFII, Driver-Operator, and will complete Fire Officer I within one year of appointment.

3. Captain: Five years as a fully paid and full-time member of the Fire Department, currently certified as Fire Officer I level, and complete Fire Officer II within one year of appointment.
4. Battalion Chief: Two years or greater previous Captain's rank, certified at Fire Officer II level, and complete a Chief Officer course or Fire Officer IV or equivalent within one year of appointment.
5. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Fire Officer I level. Obtain Live Fire Instructor, Modern Fire Attack Instructor, and Training Officer credential within two years of appointment.
6. EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
7. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Arson Investigation or the equivalent within one year of appointment.

- D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.
- E. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.
- F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If both eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants

from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

G. Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
3. Administer or cause to have administered the written tests to all qualified Applicants.
4. Procure all performance ratings, including their own, as well as all of the Applicant's Senior Officer's ratings.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.
7. Review the ratings and scores with any requesting Applicant with regard to the job opening so they may examine their comparative rating, or see how they could improve in the future.

The Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

#### **ARTICLE 7 - DISQUALIFICATION**

All appointments and promotions will be made from the ranks, whenever possible, providing the member appointed or promoted is qualified for the position. If the applicant is disqualified by two of the three following: Chief, Human Resource Officer, Battalion Chief, the reasons for such disqualification will be presented in writing to the Secretary of the Union. The decision on any appointment or promotion may constitute a grievance and will be processed in accordance with the provisions of Article 17.

#### **ARTICLE 8 - PERSONNEL REDUCTION**

In the case that the Employer decides to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employee will be hired until all laid off employees have been given the opportunity to return to work. Employees will be called back to work based by seniority.

#### **ARTICLE 9 - SALARIES**

The Fire Department Wage Addendum will be the schedule of wages, payable twice monthly, to the members of the Fire Department and is attached hereto and made a part of this Agreement. The Wage Addendum will be determined through the collective bargaining process between the Employer and the Union.

#### **ARTICLE 10 - HOURS OF DUTY**

- A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40 hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.
- B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28- day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.
  - 1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

#### **ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME**

In the event that a need for overtime should occur in the Fire Department because of vacations, sickness or other unforeseen conditions, overtime pay will be compensated as detailed in the Wage Addendum. Overtime work should be distributed among all employees within the same job classification as equally as possible. When the Battalion Chief is off duty, the Battalion Chief will be included in the overtime rotation.

#### **ARTICLE 12 -VACATIONS**

- A. Rate earned: Each full time employee of the Fire Department is entitled to and will earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) will equal one year. Proportionate vacation leave credits will be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, will earn vacation credits. However, such persons must be employed six qualifying months before

they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:

1. From one full pay period through 10 years of employment at a rate of 15 working days each year;
2. For each year of service after 10 years through 15 years of employment at the rate of 18 working days each year;
3. For each year of service after 15 years through 20 years of employment at the rate of 21 working days each year;
4. For each year of service after 20 years of employment at the rate of 24 working days each year.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

- B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of day earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by October 1, and after October 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.
1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
- D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

### **ARTICLE 13 - INJURY**

The Employer will maintain Workers' Compensation Insurance coverage under a plan of insurance approved by the Division of Workers' Compensation of the State of Montana for employees who are injured or disabled during their employment. It is the responsibility of the employee to report such



injury or disability that has taken place, and also their responsibility to file an accident report with the Employer.

#### **ARTICLE 14 - SICK LEAVE**

Sick leave, as used in this Agreement, will be defined as absence from work without loss of pay, because of illness or injury.

- A. Rate earned: Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12 working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.
- B. Accrual: An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- C. Prorated Credits: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.
- D. Full-Time Temporary and Seasonal: Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- E. Lump Sum Payments: An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.
- F. Re-employment: An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.
- G. Administration and Rules: The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the

uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.

- H. Abuse of Sick Leave: Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.
- I. Funeral Leave: Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step-relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employees sick leave account at the discretion of the Chief of the Department.

#### **ARTICLE 15 - EDUCATIONAL LEAVE**

Educational leave of absence may be granted if properly approved by the Employer, provided that the education to be pursued is in the field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer at the completion of said educational leave.

#### **ARTICLE 16 - INSURANCE**

The following provisions apply regarding group health insurance:

1. Coverage: Pursuant to the laws of the State of Montana, the Employer will provide the same insurance to the employees covered hereunder as to other city employees. (MCA 7- 33-4130)
2. Premium: Contribution: The Employer will contribute toward the monthly health insurance premium for all members and for the categories of dependent coverage as set forth in Addendum "8".
3. Additional Contribution: Provide for collective bargaining or other agreement processes to negotiate additional premium payments beyond the amount guaranteed by subsection (1). Such agreements will be stipulated in Addendum "B".
4. Changes: The Employer reserves the right to effect such changes as in its judgment which are necessary or desirable; however, the effectuation of such changes, if any, will not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement. Furthermore, the Employer must maintain the same level of insured benefits, and deductible cost to the employee, as existed on the execution date of this Agreement, unless changed through the collective bargaining process.

#### **ARTICLE 17 - GRIEVANCE PROCEDURE**

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
- B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
- C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- D. Procedure: Grievances shall be processed in accordance with the following procedures:

Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:

1. Name of Grievant;
2. Date(s), Time(s),
3. Occurrence(s);
4. Nature of the Grievance;
5. Terms of Agreement that are applicable to Grievant;
6. Adjustment sought;
7. Name of Union Representative

Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.

Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, not later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.

Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.

Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the

grievance will be submitted to the City Council for the sole purpose of considering the said grievance.

Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.

1. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
2. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.
3. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.
4. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

#### **ARTICLE 18 - DISCIPLINARY PROCEDURES**

- A. Good Cause: Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- B. Representation: Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.
- C. Investigation: When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.
- D. Personnel File: The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The

employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- E. Reprimands: The written reprimands will be removed from an employee's personnel file after 180 days from the date said action was finalized provided that no further written reprimands have been issued within the 180 day time period. If another written reprimand has been issued within this time period, then both reprimands will remain in the personnel file for an additional 180 days from the date of the latest written reprimand. In any event, the 180 days may be extended to 365 days, depending upon the seriousness of the circumstances. If another written reprimand has been issued within the 365-day time period, then both written reprimands will remain in the personnel file for up to a maximum of five years before the reprimands will be removed from an employee's personnel file.
- F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their highest level of Emergency Care Provider licensure obtained and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

#### **ARTICLE 19 -WORKING RULES**

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 17.

#### **ARTICLE 20 - ABSENTEEISM**

Employees not expecting to work because of an emergency or other justifiable cause, must notify their respective superior officer 30 minutes, or earlier if possible, before scheduled work time. This provision will not be interpreted as condoning repeated absences from work on the part of an employee.

#### **ARTICLE 21 - LABOR REQUIREMENTS**

In justice and fairness to the Employer and the taxpayer, all employees will be required to report to work on time, and will not leave the job early without qualified replacement, and will be prompt in reporting to their assigned duties, and will faithfully perform their duties.

## **ARTICLE 22 - PAID HOLIDAYS**

A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Columbus Day,
8. General Election Day (in the respective year),
9. Veteran's Day,
10. Thanksgiving Day,
11. Christmas Day.

B. Observance of Holidays Falling on an Employee's Day Off: Any employee of the State of Montana or any county or city thereof, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employees regularly scheduled day off. Also refer to Attorney General's Opinion given July 6, 1977. Those firefighters on their day off on any holiday earn eight hours of time off in lieu of taking the holiday off. There are seven combat shift fire fighters off on each of the ten holidays agreed to herein. This is seventy eight hour days, and it is agreed to divide this time evenly amongst the thirteen people working combat shifts. This is to be added to each fire fighter's vacation account as four additional hours per month.

## **ARTICLE 23 - COMPANY STRENGTH**

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

## **ARTICLE 24 - PROTECTIVE CLOTHING & EQUIPMENT**

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

## **ARTICLE 25 - HEALTH PROTECTION**

- A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.
- B. Biennial Physical Examinations: A mandatory biennial comprehensive physical examination shall be performed at no cost to the employee in accordance with S.O.P.
- C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

## **ARTICLE 26 - UNION ACTIVITY PROTECTED**

Except for the right to strike or to participate in any concerted action to withhold services such as work slow-downs, walk-outs, sick-outs, or blue-flu, which are hereby prohibited; and aside from statements intended to diminish the City's ability to efficiently provide public service, all other Union activities are protected and nothing will abridge the right to any duly authorized representative of the Union to present to the citizens issues which effect the welfare of the citizenry.

## **ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

#### ARTICLE 28 - SAVING CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequent legislation, the remaining portions of this Agreement shall remain in full force and effect.

#### ARTICLE 29 - TERM

This Agreement will be for a period of two years and will become effective as of the 1st day of July 2018, and will continue in full force and effect through the 30th day of June 2020. However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Miles City, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2018.

EMPLOYER:

UNION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary



## ADDENDUM A - WAGES

1. July 1, 2018 through June 30, 2020

POSITION		Base Wage	
PROBATIONARY FIREFIGHTER		\$	3,170.98
CONFIRMED FIREFIGHTER		\$	3,327.50
RANKS		% of the Base	
FF2	\$	332.75	10%
Driver Operator	\$	532.40	16%
Lieutenant	\$	632.23	19%
Captain	\$	732.05	22%
Battalion Chief	\$	1,331.00	40%
Incentive/Stipend Pay		% of the Base	
EMT w/All MT State Endorsements	\$	166.38	5%
AEMT	\$	266.20	8%
Paramedic	\$	332.75	10%
Critical Care Paramedic	\$	399.30	12%
EMS Training Officer	\$	332.75	10%
Fire Training Officer	\$	332.75	10%
Inspector	\$	332.75	10%
Deputy Inspector	\$	166.38	5%
Instructor	\$	33.28	1%
Probationary FF - Out of Town Transfers		% of the Base	
EMT w/Endorsements & AEMT	\$	126.84	4%
Paramedic	\$	158.55	5%
Critical Care Paramedic	\$	190.26	6%
Confirmed FF Out of Town Transfers		% of the Base	
EMT	\$	99.83	3%
EMT w/Endorsements & AEMT	\$	133.10	4%
Paramedic	\$	166.38	5%
Critical Care Paramedic	\$	199.65	6%

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100 mile radius of the Miles City will be guaranteed a minimum of eight hours pay.
3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.
4. Standby Pay
  - a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
  - b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
  - c. Sick leave and scheduled overtime shift coverage shall be distributed at 12 hour increments, with the first six hours paid at 1½ times the hourly rate. Two consecutive 12 hour shifts may be worked.
  - d. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.
5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40 hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.
6. Clothing Allotment: The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. New hires will receive an initial clothing allotment of \$300.00.
7. The City shall reimburse for an annual gym membership. The amount shall not exceed the price of a current single membership fee at the Centra.

## ADDENDUM B – HEALTH INSURANCE

1. For contract year 2018 – 2019, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

<b>Category - Medical</b>			
<b>Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 693.00	\$ 693.00
Employee & Spouse	\$ 693.00	\$ 693.00	\$ 1,386.00
Employee & Children	\$ 520.00	\$ 693.00	\$ 1,213.00
Employee & Family	\$ 1,213.00	\$ 693.00	\$ 1,906.00
<b>Category - Dental</b>			
<b>Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 34.00	\$ 34.00
Employee & Spouse	\$ 34.00	\$ 34.00	\$ 68.00
Employee & Children	\$ 32.00	\$ 34.00	\$ 66.00
Employee & Family	\$ 70.00	\$ 34.00	\$ 104.00
<b>Category - Vision</b>			
<b>Benefits</b>	<b>Employee Cost</b>	<b>Employer Cost</b>	<b>Premium</b>
Single	\$ -	\$ 8.15	\$ 8.15
Employee & Spouse	\$ 4.85	\$ 8.15	\$ 13.00
Employee & Children	\$ 5.10	\$ 8.15	\$ 13.25
Employee & Family	\$ 13.20	\$ 8.15	\$ 21.35

2. Health insurance premiums are subject to review annually and may be changed annually based on current market trends.

## LOCAL 600 2017 MILES CITY SALARY SURVEY

[illegible]

**Local No. 600, International Association of Fire Fighters, Miles City, Montana  
and  
The City of Miles City**

This Agreement made between the City of Miles City, hereinafter called the "Employer" and the Miles City Fire Fighters Local #600 of The International Association of Fire Fighters AFL-CIO, hereinafter called the "Union".

WHEREAS the parties have agreed to enter into this Agreement for the purpose of more effectively defining the duties, privileges, working conditions and remuneration, respecting the employment of the Fire Fighters employed by the Employer.

**ARTICLE 1 - RECOGNITION**

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

**ARTICLE 2 - UNION MEMBERSHIP**

Employees may, at their discretion, become members of the Union. This includes any person currently employed by the Fire Department or any person who becomes a new member of the Fire Department. Employees who elect to not become members of the Union will also be entitled to all benefits and rights of this Agreement subject to the check-off set forth in Article 3.

**ARTICLE 3 - CHECK OFF**

The Employer agrees to deduct from the monthly pay of each Firefighter who has signed a payroll deduction card, a sum certified by the Secretary of the Union as Union dues. Such deductions will be made from the pay of the individual members and the total deducted will be delivered to the Secretary-Treasurer of the Union. There will be deducted from the monthly wages of each employee who has elected not to become a member of the Union, a sum equal to the sum certified by the Secretary of the Union as dues for Union Members. Such sums deducted will be delivered to the Secretary-Treasurer of the Union for the use of the Union as a Service Charge. Employees who fail to meet this requirement will be discharged. The Union indemnifies and holds harmless the City from any suit involving the application

of the representation fee, including payment of any awards orders by a court, and court and attorney fees.

#### **ARTICLE 4 - PROBATION PERIOD**

All new employees will serve a probationary period of 12 months and will have no seniority rights during this period, but will be subject to all clauses of this Agreement. All employees who have worked 12 months, passed the FF1 essentials test, passed the Miles City FF-1 test and the final streets test, and who have been duly appointed will be known as permanent employees and the probationary period will be considered part of their seniority time.

#### **ARTICLE 5 - SENIORITY LIST**

The Employer will establish a Seniority List and it will be posted and brought up to date on January 1 of each year and immediately be posted on the Fire Department bulletin board for a period of 30 days, and a copy given to the Secretary of the Union. Any objections to the Seniority List, as posted, will be reported to the Employer not later than 10 days or the list will stand approved as posted. Seniority for the department members shall not take place of rank for orders in the chain of command.

#### **ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE**

- A. Slate of Officers: There will be an Officer, exclusive of the Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.
- B. Promotional Procedure: When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position, the Chief shall post the opening in the regular places for notices to the employees in the bargaining unit. Promotions will be based on a point system. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following four categories: Seniority, Performance Evaluation, Oral Assessment, and Written Test. The composite score range is 0 to 100 points. All points being equal, the senior person will receive the promotion.
  - 1. 0-20 Points - Seniority: Each Applicant will score two points for each year of employment with the Fire Department, not to exceed twenty points.

2. 0-40 Points - Performance Rating: the Evaluation Committee will rate each applicant on their history of Job Performance. The committee will consist of the Chief, Battalion Chief and one member appointed by the Union who is of the rank of Captain or higher. ~~The performance appraisal will be the first step of the promotional procedure, and it will be completed before going to the next step.~~ The forms to be used in the Performance rating process will be furnished by the Chief of the Department to all Committee members. After completion of the Performance Rating process by the committee, an overall score will be obtained by totaling all of the rating scores and dividing by four. The points will then be awarded on a percentage basis. Scores will be explainable and defensible.
3. 0-20 Points - Oral Assessment: The Oral Assessment Panel will consist of the Fire Chief, Battalion Chief and a member appointed by the Union who is of the rank of Captain or higher who has an employment history in a full-time career department that includes firefighting and EMS. Subject topics for assessment scenarios will be announced five days prior to the date of Assessment. Points will be awarded on the appropriateness of answers. All questions will be based on Fire or EMS scenarios, and supervisory skills. Each person will be asked the same questions. Each question will have the same weighted value. The Assessment panel will agree on the point values assessed each question before the assessment begins. All scores will be explained in writing to validate and defend the application of the Oral Assessment. The scores will be given to the Chief.
4. 0-20 Points - Written Competitive Tests. Written competitive test will be used only twice in the promotional procedure, once when testing for the position of Lieutenant, and once when testing for a Chief Officer's position. Promotion to Captain will be from a Lieutenant. The Applicants for Lieutenant will be given a single written test compiled from information contained in the following: the IFSTA Manuals of equal content to those that had made up the applicable Red Manuals referenced in Section(C), subsection (1) of this Article, Department SOPs, Department Working Rules and Regulations, Company Officer Manual, and Incident Command System book. The Applicants for Chief Officer will be given two separate written examinations, each with a maximum possible point value of twenty points. One test will be compiled by the Chief of the Department from material agreed upon by the Chief and the Union, and one test will be of the type purchased from a testing facility. The available points will be awarded on a percentage basis. In order to continue the promotional process, the candidate(s) must score at least 70% correct on the written tests.

C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:

1. Required Training-Manuals: ~~Completed in order as determined by the Fire Training Officer for promotion are Building Construction for Fire Service, Principles of Vehicle Extrication, Aircraft Firefighting and Rescue, Fire Ground Search and Rescue, Rapid Intervention Teams, Fire Service Hydraulics and Water Supply, Structural Response~~

- Strategies and Tactics, Structural Response Truck Company Operations, Fire Inspection and Code Enforcement, and Fire Service Company Officer, or as the manuals listed above may be reconstituted as needed. Completed FFI, FFII, and Driver-Operator.
2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department, and be currently certified at Firefighter III level FFI, FFII, Driver-Operator, and —, complete the following IFSTA Manuals: Fire Detection and Suppression Systems, Understanding the 16 Fire Life Safety Initiatives, and Fire Service Personal Management within one year of appointment will complete be certified as Fire Officer I within one year of appointment.
  3. Captain: Five years as a fully paid and full-time member of the Fire Department, Be currently certified as a Firefighter III and completed the following IFSTA Manuals, Command and Control 1 and 2, and Fire Officer 1 and 2 Fire Officer I level, and complete Fire Officer II within one year of appointment.
  4. Battalion Chief: Two years or greater previous Captain's rank, currently certified at Firefighter 3 level Fire Officer II level, and complete a Chief Officer course or Fire Officer IV or equivalent within one year of appointment, and must complete the IFSTA Chief Officer Manual or equivalent as determined by the FTO and Chief of the Department, within 12 months of acceptance.
  5. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter 3 at the Fire Officer I level. Obtain Live Fire Instructor, Modern Fire Attack Instructor, and Training Officer credential within two years (NOTE: Reference to Fire fighter III level is a standard developed by the Miles City Fire Department and the Union.) Obtain Fire Instructor 1 within one year of appointment.
  6. EMS Officer: Five years as a fully paid and full-time member of the Fire Department, be currently certified as an MCFR instructor 1. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). The applicant will also have demonstrated an active interest in EMS training and coordination of department workings. The applicant will also be evaluated on his or her ability to deal with EMS issues in a professional manner. If not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.
  7. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter 3 III, level, and shall complete the following ISFTA manuals: Introduction to Fire Origin and Cause, Fire Investigator or equivalent courses. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector, and actively work with the Fire Marshall within one year of appointment. The applicant will also be evaluated on their ability to deal with the public in a professional and courteous manner. Will complete Arson Investigation or the equivalent within one year of appointment.



~~DRetention of Rank:~~ In order to retain the position attained following promotion, the Lieutenant will successfully complete the Fire Officer 1 portion of the Fire Officer Academy within a one-year period after promotion to Lieutenant. If extenuating circumstances exist, this period of time may be extended.

~~ED.~~ Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.

~~FE.~~ Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than thirty forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.

~~FG.~~ Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If both eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants from outside the Department and the time limits specified in Section (D) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

~~GH.~~ Responsibility for Promotions: The Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

1. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.
2. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
3. Administer or cause to have administered the written tests to all qualified Applicants.
4. Procure all performance ratings, including their own, as well as all of the Applicant's Senior Officer's ratings.
5. Calculate points earned by seniority.
6. Compile and summarize the composite scores of all Applicants.

7. Review the ratings and scores with any requesting Applicant with regard to the job opening so they may examine their comparative rating, or see how they could improve in the future.

The Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

#### **ARTICLE 7 - DISQUALIFICATION**

All appointments and promotions will be made from the ranks, whenever possible, providing the member appointed or promoted is qualified for the position. If the applicant is disqualified by two of the three following: Chief, Human Relations Director, ~~Resource Officer~~, Battalion Chief, the reasons for such disqualification will be presented in writing to the Secretary of the Union. The decision on any appointment or promotion may constitute a grievance and will be processed in accordance with the provisions of Article 17.

#### **ARTICLE 8 - PERSONNEL REDUCTION**

In the case that the Employer decides to reduce the Fire Department personnel, the employee with the least seniority will be laid off first. No new employee will be hired until all laid off employees have been given the opportunity to return to work. Employees will be called back to work based by seniority.

#### **ARTICLE 9 - SALARIES**

The Fire Department Wage Addendum will be the schedule of wages, payable twice monthly, to the members of the Fire Department and is attached hereto and made a part of this Agreement. The Wage Addendum will be determined through the collective bargaining process between the Employer and the Union.

#### **ARTICLE 10 - HOURS OF DUTY**

- A. Civilian Employees: The average weekly hours of duty in a year will not exceed 40. Any hours over the 40 hour work week will be compensated for in wages or time off; except the Employer may summon and keep all personnel on duty during a conflagration or major emergency, including civilian employees. Overtime is addressed in the Wage Addendum.
- B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the workweek averages 42 hours per week. The Fire Chief will determine who works on each shift. All shift personnel will work a 28- day cycle, with a

maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.

1. Battalion Chief of Operations: Battalion Chief of Operations will work a 42 hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

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#### ARTICLE 11 - EVENLY DISTRIBUTED OVERTIME

In the event that a need for overtime should occur in the Fire Department because of vacations, sickness or other unforeseen conditions, overtime pay will be compensated as detailed in the Wage Addendum. Overtime work should be distributed among all employees within the same job classification as equally as possible. When the Battalion Chief is off duty, the Battalion Chief will be included in the overtime rotation.

#### ARTICLE 12 - VACATIONS

A. Rate earned: Each full time employee of the Fire Department is entitled to and will earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) will equal one year. Proportionate vacation leave credits will be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, will earn vacation credits. However, such persons must be employed six qualifying months before they can use vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service. For the purposes of interpreting the Agreement, a 24-hour shift will be deemed to be three working days. Vacation leave credits will be earned in accordance with the following schedule:

1. From one full pay period through 10 years of employment at a rate of 15 working days each year;
2. For each year of service after 10 years through 15 years of employment at the rate of 18 working days each year;
3. For each year of service after 15 years through 20 years of employment at the rate of 21 working days each year;
4. For each year of service after 20 years of employment at the rate of 24 working days each year.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have been working the qualifying period.

- B. Unlawful Termination: It will be unlawful for an Employer to terminate or separate an employee from their employment in an attempt to circumvent the provision of this paragraph. Should a question arise under this paragraph, it will be submitted to arbitration as provided in Chapter 5, Title 27 M.C.A. unless there is a Collective Bargaining Agreement applicable.
- C. Accumulation and Selection: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of day earned annually as of the last of any calendar year. Selection for vacation periods will be based on seniority. The vacation lists will be posted by October 1, and after October 15, each member will have four calendar days, one of which is a scheduled work shift, to select their vacation period. Any members failing to do so will forfeit their seniority selection choice, and will take whatever remaining vacation period is left. Members may trade vacation periods, all or parts, upon approval of the Fire Chief.
  - 1. Battalion Chief of Operations selection of vacation will be submitted to the Fire Chief with the vacation list. The Battalion Chief's selection shall be in addition to the vacation list and will not affect the other shift member's choices.
- D. Cash Out: The City may refuse to cash out accumulated annual leave when the employee is discharged in accordance with 2-18-617(2)(a), MCA.

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#### ARTICLE 13 - INJURY

The Employer will maintain Workers' Compensation Insurance coverage under a plan of insurance approved by the Division of Workers' Compensation of the State of Montana for employees who are injured or disabled during their employment. It is the responsibility of the employee to re-port such injury or disability that has taken place, and also their responsibility to file an accident report with the Employer.

#### ARTICLE 14 - SICK LEAVE

Sick leave, as used in this Agreement, will be defined as absence from work without loss of pay, because of illness or injury.

- A. Rate earned: Each full-time employee of the Fire Department is entitled to and will earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 x 40) hours will equal one year. Proportionate sick leave credits will be earned and credited at the end of each pay period. Sick leave credits will be earned at the rate of 12

working days each year without restriction as to the number of working days he/she may accumulate. For the purpose of interpreting this Article, a 24-hour shift will be deemed to be three working days.

- B. Accrual: An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- C. Prorated Credits: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period, and have worked the qualifying period.
- D. Full-Time Temporary and Seasonal: Full-time, temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- E. Lump Sum Payments: An employee who terminates employment with the Employer is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave will be computed on the basis of the employee's current salary or wage. Accrual record keeping and payment of accumulated sick leave credits will be the responsibility of the Employer. When an employee transfers between Departments of the Employer, that employee will not be entitled to a lump sum payment. In such a transfer, the receiving Department will assume the liability for the accrued sick leave credits, and the credits will be transferred with the employee.
- F. Re-employment: An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by the Fire Department will not be credited with any sick leave for which he/she has previously been compensated.
- G. Administration and Rules: The Employer will be responsible for the proper administration of sick leave and will promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. These rules and regulations will apply to all employees of the Department.
- H. Abuse of Sick Leave: Abuse of sick leave is cause for dismissal and forfeiture of the lump- sum payments provided for in this act.
- I. Funeral Leave: Funeral leave will be granted to the employee for the following relatives: spouse, mother, father, brother, sister, children, grandparents, grandchildren and step- relatives of the same relationships. Funeral leave for other relatives can be allowed and charged against the employees sick leave account at the discretion of the Chief of the Department.

#### ARTICLE 15 - EDUCATIONAL LEAVE

Educational leave of absence may be granted if properly approved by the Employer, provided that the education to be pursued is in the field consistent with the work assignment of the Employee and provided that the Employee indicates an intention to return to duty with the Employer at the completion of said educational leave.

#### ARTICLE 16 - INSURANCE

The following provisions apply regarding group health insurance:

1. Coverage: Pursuant to the laws of the State of Montana, the Employer will provide the same insurance to the employees covered hereunder as to other city employees. (MCA 7- 33-4130)
2. Premium: Contribution: The Employer will contribute toward the monthly health insurance premium for all members and for the categories of dependent coverage as set forth in Addendum "8".
3. Additional Contribution: Provide for collective bargaining or other agreement processes to negotiate additional premium payments beyond the amount guaranteed by subsection (1). Such agreements will be stipulated in Addendum "B".
4. Changes: The Employer reserves the right to effect such changes as in its judgment which are necessary or desirable; however, the effectuation of such changes, if any, will not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement. Furthermore, the Employer must maintain the same level of insured benefits, and deductible cost to the employee, as existed on the execution date of this Agreement, unless changed through the collective bargaining process.

#### ARTICLE 17 - GRIEVANCE PROCEDURE

- A. Grievance: Only grievances and disputes that involve the violation or interpretation of this Agreement are subject to this Grievance and Arbitration Procedure.
- B. Time Limits: The Grievant and the City shall adhere to the time limits specified in Section (D), Steps 1-5.
- C. Representation: The Grievant shall name his/her Union Representative. The City may select a Representative of its choice.
- D. Procedure: Grievances shall be processed in accordance with the following procedures:

Step 1: Grievant. In the event employee(s) feel they have a grievance, not later than 30 calendar days of the grievance occurrence to notify the Union Grievance Committee, in writing, of their grievance. It will include the following information:

1. Name of Grievant;

2. Date(s), Time(s),
3. Occurrence(s);
4. Nature of the Grievance;
5. Terms of Agreement that are applicable to Grievant;
6. Adjustment sought;
7. Name of Union Representative

Step 2: Grievance Committee: Upon receiving the written and signed document, the Union Grievance Committee will, not later than 20 calendar days from the receipt of the above document, proceed to determine if a grievance exists. If it is determined that no grievance exists, no further action is necessary. If it is determined that a grievance exists or may exist, the committee will present, with or without the employee present, the grievance to the Chief of the Department for adjustment not later than 20 calendar days. This presentation will contain the same information as required in Step #1.

Step 3: Fire Chief: If not later than 20 calendar days from the Chief's receipt of the grievance, no settlement has been reached; the Committee will then submit the grievance document, with or without the employee present, not later than 20 calendar days to the Mayor for adjustment. It will be the obligation of the Union Grievance Committee to carry the said grievance to the next step of these procedures.

Step 4: Mayor: If not later than 20 calendar days from the Mayor's receipt of the grievance document, no settlement has been reached; the Committee may then submit the grievance with or without the employee present, not later than 20 calendar days to the City Council's Grievance Committee for adjustment. It will be the obligation of the Union Grievance Committee to carry the grievance to the next step of these procedures.

Step 5: City Council: The grievance, if not settled in Step 4, may be taken to the Grievance Committee of the City Council. If the City Council does not have a Grievance Committee, the grievance will be submitted to the City Council for the sole purpose of considering the said grievance.

Step 6: Arbitration: If not later than 30 calendar days the grievance has not been settled, it will be the obligation of the Union Grievance Committee to request Arbitration. The Union and the Employer will jointly share the expenses of the Arbitrator.

1. If the parties are unable to mutually agree upon the selection of an Arbitrator, the Union must request from the Department of Labor, Board of Personnel Appeals, a list of seven potential arbitrators from which the Employer and the Union will choose an Arbitrator to decide the matter.
2. The parties select the Arbitrator by alternately striking names, with the parties using a toss of a coin to determine who strikes first. The last person remaining on the list will be the Arbitrator.

3. The Arbitrator will be empowered only to interpret the provisions of this Agreement as they apply to the particular case at issue. The Arbitrator will not have authority to add to, subtract from, alter, amend, or change any term and/or provision of this Agreement.

4. The findings of the Arbitrator will be binding and final upon both of the concerned parties and both parties will jointly share the expense of the Arbitrator.

#### **ARTICLE 18 - DISCIPLINARY PROCEDURES**

- A. Good Cause: Non-probationary employees shall be disciplined or discharged for good cause per the definition found at 39-2-903(5), MCA. Discipline should generally be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. However, progressive discipline is not mandatory. The level or degree of discipline imposed will be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- B. Representation: Rights to representation shall be governed by Weingarten and an employee may have a representative present when the City is announcing a decision regarding discipline and discharge.
- C. Investigation: When the Employer removes an employee from the workplace during an investigation, the employee will continue to be paid.
- D. Personnel File: The employee and the employee's Union Representative with the employee's authorization will have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy, with a copy to the Union. An employee who disagrees with the validity of any complaint added to the file will have the opportunity to challenge said complaint under the Grievance Procedure herein. The employee will be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- E. Reprimands: The written reprimands will be removed from an employee's personnel file after 180 days from the date said action was finalized provided that no further written reprimands have been issued within the 180 day time period. If another written reprimand has been issued within this time period, then both reprimands will remain in the personnel file for an additional 180 days from the date of the latest written reprimand. In any event, the 180 days may be extended to 365 days, depending upon the seriousness of the circumstances. If another written reprimand has been issued within the 365-day time period, then both written reprimands will remain in the personnel file for up to a maximum of five years before the reprimands will be removed from an employee's personnel file.



- F. Loss of Certification: During the term of this agreement, the membership of the Union shall maintain at a minimum, their ~~current highest~~ level of Emergency Care Provider licensure obtained EMT-Basic or Intermediate, Basic Wildland Firefighter, and at their current level of Structure Firefighter Certification. Discipline and eventually discharge may be applied to employees who allow any of these certifications to lapse.

#### **ARTICLE 19 -WORKING RULES**

The Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules will be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary measures may be subjected to grievance and arbitration procedures as outlined in Article 17.

#### **ARTICLE 20 - ABSENTEEISM**

Employees not expecting to work because of an emergency or other justifiable cause, must notify their respective superior officer 30 minutes, or earlier if possible, before scheduled work time. This provision will not be interpreted as condoning repeated absences from work on the part of an employee.

#### **ARTICLE 21 - LABOR REQUIREMENTS**

In justice and fairness to the Employer and the taxpayer, all employees will be required to report to work on time, and will not leave the job early without qualified replacement, and will be prompt in reporting to their assigned duties, and will faithfully perform their duties.

#### **ARTICLE 22 - PAID HOLIDAYS**

A. Legal Holidays: All members, who because of scheduling are required to work on holidays, will be paid double time. Those holidays now include:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. President's Day,
4. Memorial Day,
5. Independence Day,

6. Labor Day,
7. Columbus Day,
8. General Election Day (in the respective year),
9. Veteran's Day,
10. Thanksgiving Day,
11. Christmas Day.

B. Observance of Holidays Falling on an Employee's Day Off: Any employee of the State of Montana or any county or city thereof, who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employees regularly scheduled day off. Also refer to Attorney General's Opinion given July 6, 1977. Those firefighters on their day off on any holiday earn eight hours of time off in lieu of taking the holiday off. There are seven combat shift fire fighters off on each of the ten holidays agreed to herein. This is seventy eight hour days, and it is agreed to divide this time evenly amongst the thirteen people working combat shifts. This is to be added to each fire fighter's vacation account as four additional hours per month.

#### **ARTICLE 23 - COMPANY STRENGTH**

It is agreed by both parties that at least three fire fighters, exclusive of the Chief and Battalion Chief, will be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of sickness, vacation leave, or any other reason, the Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

#### **ARTICLE 24 - PROTECTIVE CLOTHING & EQUIPMENT**

The Employer will provide and maintain, for each Employee covered hereby, their own protective clothing (turnouts) of good quality and condition. Such clothing will consist of a helmet with face shield, Nomex hood, turnout pants and coat, firefighting boots and gloves. All personal protective firefighting clothing or equipment when purchased will conform to the N.F.P.A. (National Fire Protection Administration) Standard #1500, the Standard for Fire Department Occupational Safety and Health Program, Chapter 5, entitled "Protective Clothing and Protection Equipment". The Employer will replace clothing and/or other personal articles damaged during the performance of duties. It will be the

responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage.

#### **ARTICLE 25 - HEALTH PROTECTION**

- A. Hepatitis B: The Employer will purchase and maintain immunization to protect against exposure to Hepatitis "B" for all employees whose duties with the Department involve possible exposure to this disease.
- B. Biennial Physical Examinations: A mandatory biennial comprehensive physical examination shall be performed at no cost to the employee in accordance with S.O.P.
- C. Use of Tobacco: Employees hired after July 1, 2000 shall not use tobacco products while on MCFD property.

#### **ARTICLE 26 - UNION ACTIVITY PROTECTED**

Except for the right to strike or to participate in any concerted action to withhold services such as work slow-downs, walk-outs, sick-outs, or blue-flu, which are hereby prohibited; and aside from statements intended to diminish the City's ability to efficiently provide public service, all other Union activities are protected and nothing will abridge the right to any duly authorized representative of the Union to present to the citizens issues which effect the welfare of the citizenry.

#### **ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee consisting of ~~two~~ three representatives appointed by the Union and two appointed by the City and the Fire Chief. The Committee will meet at the request of either party. Any topic considered by the Committee may be submitted by either party or the parties together, to the Fire Chief and the Mayor for their consideration and determination.

#### **ARTICLE 28 - SAVING CLAUSE**

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequent legislation, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 29 - TERM

This Agreement will be for a period of ~~three~~ two years ~~for language/six for years wages~~ and will become effective as of the 1st day of July 2018, and will continue in full force and effect through the 30th day of June 201~~8~~9. ~~for language and with wages through the 30th day of June 201 and from year to year thereafter.~~ However, either party may give written notice of its desire to modify, amend, or terminate this Agreement to the other party, not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the date herein written.

Dated at Miles City, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2018.

EMPLOYER:

UNION:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

## ADDENDUM A - WAGES

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1. July 1, 2018 through June 30, 2020

POSITION		Base Wage	
PROBATIONARY FIREFIGHTER		\$	3,170.98
CONFIRMED FIREFIGHTER		\$	3,327.50
RANKS		% of the Base	
FF2	\$	332.75	10%
Driver Operator	\$	532.40	16%
Lieutenant	\$	632.23	19%
Captain	\$	732.05	22%
Battalion Chief	\$	1,331.00	40%
Incentive/Stipend Pay		% of the Base	
EMT w/All MT State Endorsements	\$	166.38	5%
AEMT	\$	266.20	8%
Paramedic	\$	332.75	10%
Critical Care Paramedic	\$	399.30	12%
EMS Training Officer	\$	332.75	10%
Fire Training Officer	\$	332.75	10%
Inspector	\$	332.75	10%
Deputy Inspector	\$	166.38	5%
Instructor	\$	33.28	1%
Probationary FF - Out of Town Transfers		% of the Base	
EMT w/Endorsements & AEMT	\$	126.84	4%
Paramedic	\$	158.55	5%
Critical Care Paramedic	\$	190.26	6%
Confirmed FF Out of Town Transfers		% of the Base	
EMT	\$	99.83	3%
EMT w/Endorsements & AEMT	\$	133.10	4%
Paramedic	\$	166.38	5%
Critical Care Paramedic	\$	199.65	6%

Field Code Changed

2. Out of Town Transfers: Medical Transfers shall be compensated at a premium based on current ECP licensure of the employee. The first hour of all transfers will be compensated at 1.5 times the hourly rate. Employees facilitating Medical Transfers off duty over a 100 mile radius of the Miles City will be guaranteed a minimum of eight hours pay.

2.3. Longevity Bonuses: Longevity Bonuses shall be computed at 1.0% per annum times their length of service on the Fire Department as measured from the date the employee was hired to the current date. Longevity bonuses shall be calculated using the base pay and the employee's current rank.

3.4. Standby Pay

- a. Standbys for ambulance calls, events, county fire calls, and city fire calls shall be paid at 1½ times the regular salary amount for the first hour, followed by straight time for all additional hours.
- b. Standbys worked on holidays shall be paid at the regular holiday rate for all holiday hours worked.
- c. Sick leave and scheduled overtime shift coverage shall be distributed at 12 hour increments, with the first six hours paid at 1½ times the hourly rate. Two consecutive 12 hour shifts may be worked. Extra vacation days and sick leave shifts shall be worked at straight time up to the maximum 212 hours under the 7K exemption of the Federal Fair Labor Standards Act.
- d. ~~The Fire Inspector/Deputy Fire Inspector shall be compensated at 1½ times their regular hourly rate for those hours worked outside their regular scheduled shift for the purpose of performing inspections. These hours shall be kept to a minimum.~~
- e.d. Civilian employees shall be compensated at 1 ½ times the regular rate for those hours worked after his/her 40-hour workweek.

4.5. Overtime: All covered employees with the exception of the civilian employees, will be exempt from the 40 hour workweek under the condition of the 7K Exemptions to the Fair Labor Standards Act. Those under this exemption will be on a 28-day work cycle with a maximum of 212 hours of straight time compensated hours. After the maximum hours have been accumulated in the 28-day cycle, all hours over the 212 shall be paid at 1½ time the regular rate of pay. All other provisions for overtime compensation shall remain the same.

6. Clothing Allotment: The clothing allotment for members shall be \$45.00 per month; paid quarterly on March 31, June 30, September 30 and December 31. New hires will receive an initial clothing allotment of \$300.00.

5.7. The City shall reimburse for an annual gym membership. The amount shall not exceed the price of a current single membership fee at the Centra.

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## ADDENDUM B – HEALTH INSURANCE

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1. For contract year 2018 – 2019, the monthly health insurance premium contributions will be paid as set forth below. The monthly health insurance premiums contributions will be increased by the amount the City increases its premiums contributions for other City Employees.

Category - Medical			
Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$ 693.00	\$ 693.00
Employee & Spouse	\$ 693.00	\$ 693.00	\$ 1,386.00
Employee & Children	\$ 520.00	\$ 693.00	\$ 1,213.00
Employee & Family	\$ 1,213.00	\$ 693.00	\$ 1,906.00
Category - Dental			
Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$ 34.00	\$ 34.00
Employee & Spouse	\$ 34.00	\$ 34.00	\$ 68.00
Employee & Children	\$ 32.00	\$ 34.00	\$ 66.00
Employee & Family	\$ 70.00	\$ 34.00	\$ 104.00
Category - Vision			
Benefits	Employee Cost	Employer Cost	Premium
Single	\$ -	\$ 8.15	\$ 8.15
Employee & Spouse	\$ 4.85	\$ 8.15	\$ 13.00
Employee & Children	\$ 5.10	\$ 8.15	\$ 13.25
Employee & Family	\$ 13.20	\$ 8.15	\$ 21.35

2. ~~City Contributions: During negotiations for the 2001-2002 terms, the Union requested, and the City agreed, that any amount of the city's contribution to the insurance program over that required to pay the single premium, will be dedicated to wages and that individual employees will have the option to individually pay to cover additional family members or purchase other insurance. The parties therefore acknowledge that the resulting wage schedule is increased by what the City would ordinarily direct towards insurance premiums in the amount of \$250.00. Health insurance premiums are subject to review annually and may be changed annually based on current market trends.~~



**RESOLUTION NO. 4209**

**A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-A UNION.**

*WHEREAS*, the City of Miles City ("City") and the Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO ("Local 283A") have negotiated and desire to enter into a new collective bargaining agreement (CBA), which covers certain City employees who work for the City;

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

1. The Collective Bargaining Agreement between the City of Miles City and the Local 283-A, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the City Council of the City of Miles City.
2. The Mayor of the City of Miles City is hereby authorized and empowered to execute the same, and to bind the City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 23<sup>rd</sup> DAY OF OCTOBER, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



## CITY OF MILES CITY

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Agenda Item #14.D  
Council Meeting Date: October 23, 2018  
Council Agenda Report

**Item:** Labor Agreement between the City of Miles City and the Montana State Council No. 9 of the American Federation of State, County and Municipal Employees, AFL-CIO Local No. 283A

**From:** John Hollowell, Mayor

**Initiated By:** Mayor's Office/AFSCME Local 283A

**Presented By:** John Hollowell, Mayor

**Action Requested:** Ratification of the Proposed Collective Bargaining Agreement with the AFSCME Local 283A

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**Suggested Motion:**

1. Councilperson moves:  
"I move that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A, and authorize the Mayor to execute the agreement."
2. Mayor calls for a second, City Council Discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Staff recommends that the City Council approve the labor agreement between the City of Miles City and the AFSCME Local #283A.

**Background:**

The current Collective Bargaining Agreement (CBA) expired on June 30, 2018 (prior contract term was July 1, 2012 through June 30, 2018). For this contract, both parties meet on September 25, 2018. The previous terms agreed upon by the Mayor and the Union failed to pass at the City Council Meeting held on September 18, 2018.

Please find below a summary detailing changes to the proposed agreement.

**Summary of Changes**

**Agreement Term:** One (1) Year – July 1, 2018 – June 30, 2019

**Minor Updates throughout the CBA:**

- Grammar, punctuation, spelling
- Referenced MCA Corrected
- Reference Montana Department Name changed to reflect correct department
- Reformatted page numbering

**Changes from the previous agreement include:**

Article 2.A. – Verbiage to be provided by the Union at a later date in line with the Janus Decision regarding union dues.

Article 4.B.4– Updated Classifications to reflect current position description covered under the contract.

Article 5.C – Transfers – Added “Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will open to the public.”

Article 7.A.2 – Change annual longevity increase to reflect and hourly rate of \$.05 instead of the \$7.50 per month rate.

Article 8.A – Added “Employee must be in a paid status prior to or after the holiday.”

Article 15.L – The boot allowance was increased from \$150 to \$200 per year. The cost of good safety toed boots has increased. This will allow employees in positions requiring steel toed boots to purchase boots that will provide adequate protection.

Article 15.P – Deleted “CDL’s: Both the City and the Union agreed that we would discuss language on the CDL’S next year.”

Article 17.A – Added “...on layoff status *or transfer* is available, the City will deliver to the Union Secretary and post the following information for at least ~~seven consecutive calendar~~ *five(5) working* days on bulletin boards normally used for employee postings.”

**Changes to Addendum A – Wages:**

An increase of 3% to the base for all job classifications that were frozen after the 2012 Wage Survey was agreed upon during negotiations. The annual fiscal impact to the City for this increase on the general fund budget will be a total of \$2,937.75. A wage schedule was developed that will place a new employee hired at an entry level wage and will provide for increases for years of service and when new skills are acquired for operating heavy equipment. The wages negotiated at the 2012 Wage Survey will be considered the highest wage that is attained by an employee through a combination of years of service and heavy equipment operating skills.

**Alternatives:**

The City Council could reject the proposed changes and direct the Mayor to continue collective bargaining.

Official Title	Base Pay Hourly	Current Annual Cost	3% Increase	Annual Cost 3%	3% Increase Cost	3% Increase Cost
FINANCE						
Utility Billing Clerk	\$ 15.97	\$ 33,217.60	\$ 16.45	\$ 34,214.13	\$ 996.53	\$ 996.53
Asst. Utility Billing Clerk	\$ 16.38	\$ 17,035.20	\$ 16.87	\$ 17,546.26	\$ 511.06	\$ 511.06
LEGAL/COURTS						
Administrative Legal Assistant	\$ 17.14	\$ 26,738.40	\$ 17.65	\$ 27,540.55	\$ 802.15	\$ 802.15
City Court Clerk	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
City Court Deputy Clerk	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
LIBRARY						
Circulation/InterLibrary Loan	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
Acquisitions/Cataloging	\$ 16.38	\$ 33,415.20	\$ 16.87	\$ 34,417.66	\$ 1,002.46	\$ 1,002.46
Children's Librarian/IT	\$ 17.14	\$ 34,965.60	\$ 17.65	\$ 36,014.57	\$ 1,048.97	\$ 1,048.97
Librarian	\$ 16.38	\$ 33,415.20	\$ 16.87	\$ 34,417.66	\$ 1,002.46	\$ 1,002.46
ENGINEERING & OPERATIONS						
Admin Asst/Building Code Tech	\$ 19.74	\$ 41,059.20	\$ 20.33	\$ 41,477.69	\$ 418.49	\$ 418.49
Annual Increase to the City					\$ 8,929.01	\$ 8,929.01
General Fund - 1000					\$ 2,937.75	\$ 2,937.75
Library - 2220					\$ 4,102.85	\$ 4,102.85
Water - 5210					\$ 829.12	\$ 2,173.26
Sewer - 5310					\$ 824.93	\$ 2,122.57
Building					\$ 83.70	\$ 83.70
Streets 204					\$ 75.33	\$ 75.33
Streets 205					\$ 71.14	\$ 71.14
Streets 207					\$ 4.18	\$ 4.18
Annual Cost					\$ 8,929.01	\$ 11,336.43

EXHIBIT A

# COLLECTIVE BARGAINING AGREEMENT

between

CITY OF MILES CITY, MONTANA

and

MONTANA STATE COUNCIL NO. 9 OF  
THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO LOCAL NO. 283A

JULY 1, 2018 – JUNE 30, 2019

283 B COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2018 - JUNE 30, 2019

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## **AGREEMENT**

The City of Miles City, hereinafter referred to as the "City"; and Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees covered by this Agreement, and hereinafter referred to as the "Union"; in order to increase the general efficiency of the City Government of the City of Miles City and to eliminate, as far as possible, political consideration from city employment and to promote the moral well-being and security affected hereby, do mutually agree as follows:

### **ARTICLE 1 - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Miles City employed in the Street Department, Water Department, Sewer Department, Park Department, Engineering Department, Library, and all other employees of the City, excluding employees of the Fire Department, Police Department, Central Dispatch, Appointive Officers and their deputies, and supervisors and confidential, management and short-term (those working less than 90 calendar days in a continuous 12 month period) and probationary employees. The Union recognizes the Mayor and his or her designated agent as the representative of the City of Miles City.

### **ARTICLE 2 - DUES ASSIGNMENT**

A Union Security, Rights and Prohibitions: Any employee who is not a Union member and who does not make application for membership shall, not later than 30 days from the first day of work, either join the Union and pay the Union's dues or pay the Union its monthly representation fee as a contribution toward the administration of this Agreement. The Union will issue via return-receipt U.S. Mail to nonmembers who fail to pay the representation fee a demand that such payment be received not later than 30 days from the mailing of such demand. When the Union issues a written demand to the City to terminate an employee who fails to satisfy such demand and includes a copy of all communications between the

Union and the employee, including those required by law, the City will promptly inform the employee via return-receipt U.S. Mail that he or she will be terminated not later than 15 days from the mailing of such notice unless the City receives written notice from the Union that the employee has satisfied the Union's demand. Thereafter and unless the Union notifies the City in writing of the employee's satisfaction of his or her obligation, the employee will be terminated.

- B. Voluntary Assignments: The City agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for Union dues.
- C. Amount Deducted: The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth of the succeeding month, after such deductions are made.
- D. Indemnification: The Union indemnifies and holds harmless the City and its administrators from any claim and/or award that may result from the execution of this Article, including attorney fees and other defense costs.

### **ARTICLE 3 - EMPLOYEE RIGHTS**

- A Union Activities: No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.
- B. Nondiscrimination: It is the policy of the City and the Union to assure that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.
- C. Representation: Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.
- D. Personnel File: An employee may view and obtain one copy of anything in his or her official

personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, which will be filed together with such document.

- E. Just Cause: No non-probationary employee will be disciplined or discharged except for just cause, and no probationary employee will be suspended without pay except for just cause.

#### **ARTICLE 4 - SENIORITY, LAYOFF AND RECALL**

A. Seniority:

1. Definition: Seniority is the number of years employed since the last date on which an employee was hired by the City in a position covered by this Agreement. Ties shall be broken by alphabetical order of the employee's last name, and by lot if a tie continues.
2. Calculation: One year of credit is earned for each 12 months of full-time employment or an equivalent total of part-time and/or seasonal employment.
3. Roster: On or about each January 1, the City will produce and post in places normally used for employee notices, a dated roster which lists each employee's name and the number of years and partial years of seniority earned to that date. An employee may appeal the number of credits credited to him or her through the grievance procedure contained herein. Absent an appeal, the data on the roster shall be deemed valid from that point forward.

B. Layoff:

1. Layoff Notices: When the City intends to layoff an employee or employees due to a reduction in force, the City will give a 21 day advance notice to the Union and the employee or employees.
2. Order: Layoffs caused by a reduction in force shall be in order of seniority within the

affected classification, after all Seasonal employee(s) within the affected classification are dismissed. A junior employee may be bypassed if he or she is the sole possessor of particular skills and/or abilities which are required to perform a remaining position. An individual remaining on layoff status for three calendar years from the date of layoff shall be deemed dismissed thereafter.

3. Bumping: An employee subject to layoff may by written notice to the Mayor not later than ten calendar days from being notified of a pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate that he or she has the minimum qualifications and ability to perform the duties of that position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training. A bumped employee shall be placed on layoff status.

4. Classifications: For the purpose of the Article, the classifications shall be:

Heavy Equipment Operator	Water/Wastewater Operator
Mechanic	Water/Wastewater Probationary
Laborer	Circulation/Interlibrary Loan
Customer Service	Children's Librarian
Acquisitions/Cataloging/Circulation Librarian	Librarian
Legal Administrative Assistant	
Administrative/Building Permit Technician Assistant	
City Court Clerk	Assistant City Court Clerk
Utility Billing Clerk	Assistant Utility Billing Clerk

C. Recall: When the City intends to permanently fill a vacant or newly created bargaining unit position, the most senior employee on layoff status who can demonstrate that he or she has the minimum qualifications and ability to perform the duties of the position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training, shall be recalled by certified, return-receipt letter to the

employee's last known address. The employee must notify the City in writing of his or her intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

## **ARTICLE 5 - EMPLOYMENT POLICY**

- A. Probationary Period: Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from service without recourse to the grievance procedure.
- B. Operator's License Required: The City shall require a Clearwater/Wastewater Treatment Operator's License issued from the State of Montana for filling any position at those plants - Clearwater Treatment Operator's License for Clearwater positions, Wastewater Treatment Operator's License for Wastewater positions. If an individual can be issued a temporary permit, the individual may take the certification examination for the Clearwater or Wastewater treatment test according to the Department of Department of Environmental Quality (DEQ) policy. In no case shall an operator be allowed to work more than one year on a temporary permit, unless scheduling of final tests isn't complete within that year period. If the individual fails to pass the DEQ tests, he/she shall be transferred back to the original department according to seniority.
- C. Transfers:
  - 1. Voluntary Transfer: Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the

probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.

2. Involuntary Transfer: The City may transfer an employee to a position for which the employee has demonstrated the qualifications and ability to perform the duties or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within 520 hours of being transferred to the new position through orientation and/or regular on the job training.

## **ARTICLE 6 - HOURS OF WORK**

- A. Workday: A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.
- B. Workweek: A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.
- C. Shifts: The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.
- D. Rest Periods: All employees shall be granted a fifteen minute rest break during the first four hours of the shift and another fifteen minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.
- E. Lunch Period: All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. Double-shift: The City may schedule a double-shift for any project, and the senior employee



assigned to the project may then request his or her shift preference.

- G. End of Shift: Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.
- H. Water/Wastewater Plant Work Week: It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days.

## **ARTICLE 7 – COMPENSATION**

### **A. Salaries, Wages, and Longevity:**

1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of \$.05 per hour.
3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.

### **B. Overtime:**

1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.

3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in 1/10th hour increments. Six minutes equals 1/10th of an hour.
5. Overtime shall be distributed equally to employees as is reasonable and possible.
6. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
7. The Union and City are not in favor of overtime, and nothing in this section shall be construed as encouraging such procedure.

C. Call-outs and Standby Time:

1. Each call-out will be for a minimum of two hours at one and one-half times the employee's regular rate of pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.
2. Standby time will be compensated at \$10.00 per day; however, if standby time is required on a holiday, the employee will be compensated at \$20.00 per day. For actual time worked, the employee will be compensated at one and one-half times the employee's regular rate of pay.

D. Deduction Slips: Payroll deduction slips will be provided with each payroll warrant.

E. Equal Pay for Equal Work: There will be equal pay for equal work in each job classification.

## ARTICLE 8 – HOLIDAYS

A Holidays: Employees shall be granted the following holidays, without loss of pay.

Employee must be in a paid time status prior to or after the holiday.

1. January 1 - New Year's Day
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - President's Day
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day

7. Second Monday in October - Columbus Day
  8. November 11 - Veteran's Day
  9. Fourth Thursday in November - Thanksgiving Day
  10. December 25 - Christmas Day
  11. Every day in which a general election is held throughout the State of Montana.
- B. Holiday or Sunday Work: Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.
- C. Scheduled Day Off: Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.

## **ARTICLE 9 - VACATIONS**

- A. Accrual and Use: Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits; 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However such persons must be employed six qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:
1. From one pay period through ten years of employment, at the rate of fifteen working days for each year of service;
  2. After ten years through fifteen years of employment, at the rate of eighteen working days

for each year of service,

3. After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;
4. After twenty years of employment, at the rate of twenty-four working days for each year of service.

- B. **Maximum Accrual:** Vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.
- C. **Pay-off:** Unused earned vacation time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- D. **Death:** In the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.
- E. **Vacation Dates:** The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the City, with regards to seniority and the best interest of the City; providing, however, the best interest of the City shall include the City's right to ensure that there is an adequate number of equipment operators during vacation periods. Leaves of absence without pay may be used to extend regular vacation.
- F. **During a Holiday:** If a holiday(s) occur(s) during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.
- G. **On a Split Basis:** Vacation time may be taken on a split-vacation basis. Also, all employees have the privilege of taking vacation at any time during the year subject to the provisions of Section F.
- H. **Running Total:** Vacation days shall either be on the check-off stub every pay day with a running total or supplied every third month in writing by the City.

## ARTICLE 10 - SICK LEAVE

- A. Defined: Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.
- B. Accrual of Sick Leave:
  - 1. A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.
  - 2. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.
  - 3. Employees will not accrue sick leave during a leave of absence without pay.
- C. Payment of Sick Leave:
  - 1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the, value of the unused sick leave is based on the employee's salary rate at the time of this termination.
  - 2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
  - 3. Employees shall not be credited with sick leave for which they have previously been compensated.
- D. Other Sick Leave Provisions:
  - 1. Sick leave charges and credits shall be charged to the nearest full hour.
  - 2. By mutual agreement between the employee and the City, available annual leave credits

may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.

3. Denial of Maternity Leave Unlawful:

a. It shall be unlawful for the City or its agent:

- (1) to terminate a woman's employment because of her pregnancy, or
- (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
- (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
- (4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,
- (5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.

b. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private Employer, the Employer's circumstances have so changed as to make it impossible or unreasonable to do so.

- 4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.
- 5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.
- 6. An employee shall notify his or her supervisor of the need to use sick leave as soon as

possible prior to the commencement of his or her shift, or as soon as possible thereafter in the case of an emergency.

7. The City shall provide, at the City Clerk's office, a form to be designated as a leave form. Any employee claiming leave under the sick leave provisions of this contract shall complete and submit to the City a leave form for sick leave claimed.
8. Abuse of sick leave is cause for reprimand or dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. In reprimands or dismissal resulting from this paragraph, the City shall notify the employee, in writing, of such dismissal or reprimand and shall state the reasons therefore.
9. Sick leave days shall either be on the check-off stub every payday with a running total or supplied every third month in writing by the City.

E. Emergency Sick Leave:

1. Defined: Emergency sick leave is a necessary absence due to:
  - a. The illness of a member of the employee's immediate family requiring the attendance of the employee; or
  - b. The death of a member of the employee's immediate family.
2. Immediate Family Defined: An employee's immediate family includes: spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), step relations, household dependents and all the same relations of the employee's spouse in like degree.

## **ARTICLE 11 - OTHER LEAVE WITH PAY**

- A. Military Leave: Any permanent employee of the City who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working

days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

- B. Jury and Witness Duty: An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.
- C. Funeral of Co-Workers: Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.
- D. Union Leave: Designated Union representatives may with prior approval take a reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City.

## **ARTICLE 12 - LEAVE WITHOUT PAY**

- A. Entitlement: All employees are entitled to take leave of absence without pay when authorized by the City.
- B. Requests: Requests for leave of absence without pay shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- C. Response: The City's reply shall be given in writing to the employee not later than five calendar days after receipt of such request.
- D. Public Service Leave: Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty days per year while such employee is performing public service. Any employee granted such



leave shall make arrangements to return to work within ten days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

### **ARTICLE 13 - FAMILY AND MEDICAL LEAVE**

- A. Grant and Use: When an employee is absent from work for a reason that qualifies under the Family and Medical Leave Act (FMLA), such leave shall be deemed to have begun and the employee will use available sick leave credits. An employee may arrange to use FMLA leave intermittently or to reduce a regular work schedule in the case of family or personal health issues which qualify under the Act, and with the advance permission of the City in the case of birth or adoption.
- B. Seniority: Notwithstanding the provisions of the FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave.
- C. Transfer: The City will not transfer an employee taking FMLA leave on an intermittent or reduced schedule basis for planned medical treatment without the permission of the employee.
- D. Violations: Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

### **ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION**

- A. Authorization: An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.
- B. Verification: Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the

City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.

- C. Frequent Absences: The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

## **ARTICLE 15 - WORKING CONDITIONS**

- A. Work Rules:

1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.

- B. Separation: Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

- C. Visits by Union Representative: Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.

- D. Union Bulletin Boards: The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or

any of its members and shall not be in the nature of political activities.

- E. Personal Property: When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.
- F. Safety Equipment: Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.
- G. Replacement of Tools: The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.
- H. Description of Heavy Equipment:
  - 1. Backhoe
  - 2. Loaders, with one yard or more, excluding snow bucket
  - 3. Blade
  - 4. Sweepers
  - 5. Flushers

This clause is to differentiate between regular and heavy equipment.
- I. Supervisors Operating Equipment: Supervisors will not operate equipment on non-working hours in lieu of call-out of appropriate personnel, except in cases of emergency.
- J. Immunizations: The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.
- K. Commercial Drivers Licenses: The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL driver's license. The

City will pay for the difference in cost between a regular driver's license and the type of CDL the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.

- L. Safety Toed Boots: The City will pay the price of safety toed boots up to \$200.00 pending receipt. This applies to not more than one pair of boots per year.
- M. Foreman Pay: When an employee is assigned by the Dept. Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.
- N. Clothing Stipend: Each employee will receive an annual clothing allowance of \$150.00 as a separate check.

## **ARTICLE 16 - HEALTH, SAFETY AND WELFARE**

- A. Industrial Accident Insurance: The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.
- B. Health Insurance: The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
- C. Unemployment Insurance: The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance,
- D. Safety Committee: The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

## ARTICLE 17 - JOB POSTING

- A. Posting: When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least five (5) working days on bulletin boards normally used for employee postings:
- The location and title of the position      The wage
  - The minimum qualifications                      The starting date
  - Assigned hours and days of work              The deadline for applying
  - If the position is temporary the anticipated length
  - With whom the application must be filed
- B. Seasonal Employees: A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal.
- C. Hiring: Non-probationary employees in the bargaining unit may apply and shall be given preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent.

## **ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK**

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of contracting out any public work being performed by the City to undermine the Union, nor to discriminate against any employee because of Union activities.

## **ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Grievance: An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. Stewards & Grievance Committee: Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.
- D. Time limits are critical. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established

time limits. Time limits may be modified by written agreement.

E. Procedure:

Step 1: Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.

Step 2: If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council, which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.
2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.
3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms

of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.

5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

## **ARTICLE 20 - MANAGEMENT RIGHTS**

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work 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 agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

## **ARTICLE 21 - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the



parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

## **ARTICLE 22 - STRIKES AND LOCKOUTS**

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

## ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 2018, and shall continue in full force and through June 30, 2019 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

FOR THE AMERICAN FEDERATION OF  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO LOCAL NO. 283A

Date Ratified: \_\_\_\_\_

Date Ratified: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President, Local 283A

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Vice President, Local 283A

\_\_\_\_\_  
Secretary/Treasurer, Local 283A

\_\_\_\_\_  
Field Representative  
Montana Council #9 AFSCME AFL-CIO

\_\_\_\_\_  
Executive Director  
Montana Council #9 AFSCME AFL-CIO

ADDENDUM "A"  
283A WAGE MATRIX  
EFFECTIVE 7/01/2018 THROUGH 6/30/2019

PUBLIC WORKS AND PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Foreman	N/A	N/A	N/A	N/A	\$ 23.53
Heavy Equipment Operator - Employed Prior to 7/01/2018	N/A	N/A	N/A	N/A	\$ 20.37
CEO - Customer Service	N/A	N/A	N/A	N/A	\$ 20.37
CEO - Mechanic	N/A	N/A	N/A	N/A	\$ 20.69
Mechanic	N/A	N/A	N/A	N/A	\$ 21.62
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
CEO - CDL	\$ 15.00	\$ 15.95	\$ 16.58	\$ 17.22	\$ 17.85
CEOII - Front End Loader	N/A	\$ 16.23	\$ 17.05	\$ 17.68	\$ 18.69
CEOIII - Loader/Backhoe	N/A	\$ 16.51	\$ 17.52	\$ 18.52	\$ 19.53
CEOIV - Loader/Backhoe/Excavator or Motor grader	N/A	\$ 16.79	\$ 17.98	\$ 19.18	\$ 20.37
Foreman	N/A	N/A	\$ 21.42	\$ 22.48	\$ 23.53
Laborer	\$ 15.00	\$ 15.67	\$ 16.17	\$ 16.68	\$ 17.01
Mechanic	\$ 15.00	\$ 17.21	\$ 18.86	\$ 20.52	\$ 21.62
Seasonal Laborer - 1st Year - Probation	\$ 11.00	N/A	N/A	N/A	N/A
Seasonal Laborer - 2nd Year	N/A	\$ 11.31	N/A	N/A	N/A
Seasonal Laborer - 3rd Year	N/A	\$ 11.63	N/A	N/A	N/A
Seasonal Laborer - 4th Year	N/A	\$ 12.60	N/A	N/A	N/A
WATER/WASTEWATER TREATMENT PLANTS - PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Water/Wastewater (1st 6 Months of Initial Employment) Probation	N/A	N/A	N/A	N/A	\$ 16.76
Water/Wastewater Operator Probationary (After 6 months initial employment)	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator 1st Test Passed	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator - All DEQ Water/Wastewater Treatment Requirements have been met	N/A	N/A	N/A	N/A	\$ 21.21
Shift Differential - Weekend	N/A	N/A	N/A	N/A	\$ 0.25
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Water/Wastewater (1st 6 Months of Initial Employment) Probation	\$ 16.00	N/A	N/A	N/A	N/A
Water/Wastewater Operator Probationary (After 6 months initial employment)	N/A	\$ 16.93	N/A	N/A	N/A
Water/Wastewater Treatment Operator Requires DEQ Test Passed	N/A	\$ 17.75	\$ 18.57	N/A	N/A
Water/Wastewater Treatment Operator - All DEQ Testing Requirements met.	N/A	\$ 18.90	\$ 19.48	\$ 20.06	\$ 21.21
Shift Differential - Weekend	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
STIPENDS - ADDED TO TOTAL HOURLY WAGE W/DIRECTOR APPROVAL OR CERTIFICATION					
	Stipend	Stipend	Stipend	Stipend	Stipend
Mechanic - Tool Stipend	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Pesticide, Distribution, Arborist Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Distribution Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
LIBRARY					
Employed Prior to 7/01/2018					Base Wage
Acquisitions/Cataloging/Circulation Librarian	N/A	N/A	N/A	N/A	\$ 16.87
Circulation Interlibrary Loan	N/A	N/A	N/A	N/A	\$ 17.65
Children's Librarian	N/A	N/A	N/A	N/A	\$ 17.65
Librarian	N/A	N/A	N/A	N/A	\$ 16.87

ADDENDUM "A"  
283A WAGE MATRIX  
EFFECTIVE 7/01/2018 THROUGH 6/30/2019

Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Acquisitions/Cataloging/Circulation Librarian	\$ 15.00	\$ 15.62	\$ 16.09	\$ 16.56	\$ 16.87
Circulation Interlibrary Loan	\$ 15.00	\$ 15.88	\$ 16.55	\$ 17.21	\$ 17.65
Children's Librarian	\$ 15.00	\$ 15.88	\$ 16.35	\$ 16.82	\$ 17.65
Librarian	\$ 15.00	\$ 15.62	\$ 16.09	\$ 16.56	\$ 16.87
<b>WATER/WASTEWATER BILLING</b>					
Employed Prior to 7/01/2018					Base Wage
Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.45
Assistant Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.87
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Utility Billing Clerk	\$ 14.00	\$ 14.96	\$ 15.67	\$ 16.39	\$ 16.87
Assistant Utility Billing Clerk	\$ 14.00	\$ 14.82	\$ 15.43	\$ 16.15	\$ 16.45
<b>PUBLIC WORKS AND PUBLIC UTILITIES</b>					
Employed Prior to 7/01/2018					Base Wage
Administrative/Building Code Assistant	N/A	N/A	N/A	N/A	\$ 20.73
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Administrative/Building Code Assistant	\$ 16.00	\$ 17.58	\$ 18.76	\$ 19.94	\$ 20.73
<b>CITY COURT</b>					
Employed Prior to 7/01/2018					Base Wage
City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.65
Deputy City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.65
Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
City Court Clerk	\$ 14.00	\$ 15.23	\$ 16.15	\$ 17.07	\$ 17.68
Deputy City Court Clerk	\$ 14.00	\$ 14.82	\$ 15.43	\$ 16.04	\$ 16.45

Increase in Wage  
 61st Month - Probationary = Difference/4 steps  
 Probation + Difference = 1st Step  
 1st Step + Difference = 2nd Step  
 2nd Step + Difference = 3rd Step  
 3rd Step + Difference = 4th Step

**Addendum "B"**  
**Heavy Equipment Operator Program**  
**Evaluation Sheet**  
**Front End Loader**

Operator Name: \_\_\_\_\_

		Competent		Competent Operator	
		Yes	No	Date	Signature
<b>Initial Training</b>					
Read Operators Manual					
Location & Function of Safety Devises/Equipment					
Walk Around Inspection					
Critical Wear Areas					
Daily Lubrication / Maintenance Checks					
<b>Specific Task Training</b>					
<b>Push up spoils piles, sweepings, snow piles etc.</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Load Trucks</b>					
<b>Dirt Bucket</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Snow bucket</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Operate around asphalt recycler preparing asphalt</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Cut, level , backdrag and prep with bucket</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Operate snow blower / Forks / Stinger</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					
<b>Cut snow &amp; Ice</b>					
Needs more training					
Competently performs tasks	Hrs.				
Hours this session					
Comments					

**HEO Certification**

Operator's Signature \_\_\_\_\_

Competent Operator/Trainer Signature \_\_\_\_\_

Department Director Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Addendum “B”**

### **Heavy Equipment Operator Program**

The City's Heavy Equipment Operator Program recognizes previous equipment experience, provides for the training of new operators and includes a means of objectively evaluating all operators. HEO qualification into 4 equipment categories as follows:

	<b><u>Maximum Base Pay</u></b>
HEOI Commercial Driver's License	\$17.85
HEOII Front End Loader	\$18.69
HEOIII Front End Loader / Backhoe	\$19.53
HEOIV Front End Loader / Backhoe / Excavator or Motor grader	\$20.37

There will be a training and evaluation form (example attached) associated with each piece of equipment. The form will include the most common tasks a city operator will be required to perform throughout the year under normal working conditions for each piece of equipment. The form will be used to document training, note deficiencies, make recommendations and validate promotions to each operator category.

Once a qualified person/trainer has verified that an operator can safely and competently perform all the required tasks for a piece of equipment, they will recommend to the applicable Department Director that the operator be promoted to the appropriate HEO category.

Employees hired prior to July 1, 2018 who have not been promoted to HEO will fall under the pay scale of the of HEOIV at the maximum base pay. All individuals hired after ratification of the 2018/2019 CBA will fall under the new HEO pay categories.

The training and documentation part of the program will be implemented to provide a fair and objective means of evaluating abilities, training and provide a means of documenting training as required by the Montana Department of Labor and Industry.

Addendum "C"  
Grievance Report Form

**GRIEVANCE REPORT FORM**

Miles City, MT

283-A Bargaining Unit

Page 1 of 2

Grievant: \_\_\_\_\_

Date of Grievance: \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

A. \_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

B. \_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

C. \_\_\_\_\_

Contract Provision Violated: \_\_\_\_\_

*use additional sheets if necessary*

**ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

Date given to Mayor: \_\_\_\_\_

**MAYOR'S RESPONSE:**

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

Mayor's Signature: \_\_\_\_\_

Date given to Grievant: \_\_\_\_\_

Addendum "C"  
Grievance Report Form

Page 2 of 2

Grievant:

Date of Grievance:

**GRIEVANTS RESPONSE:**

A.

B.

C.

Grievant's Signature: \_\_\_\_\_

Date given Council Chair: \_\_\_\_\_

**COUNCIL'S RESPONSE:**

A.

B.

C.

Council Chair's Signature: \_\_\_\_\_

Date given to Grievant: \_\_\_\_\_



## **AGREEMENT**

The City of Miles City, hereinafter referred to as the "City"; and Local No. 283-A of the American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees covered by this Agreement, and hereinafter referred to as the "Union"; in order to increase the general efficiency of the City Government of the City of Miles City and to eliminate, as far as possible, political consideration from city employment and to promote the moral well-being and security affected hereby, do mutually agree as follows:

### **ARTICLE 1 - RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Miles City employed in the Street Department, Water Department, Sewer Department, Park Department, Engineering Department, Library, and all other employees of the City, excluding employees of the Fire Department, Police Department, Central Dispatch, Appointive Officers and their deputies, and supervisors and confidential, management and short-term (those working less than 90 calendar days in a continuous 12 month period) and probationary employees. The Union recognizes the Mayor and his or her designated agent as the representative of the City of Miles City.

### **ARTICLE 2 - DUES ASSIGNMENT**

A Union Security, Rights and Prohibitions: Any employee who is not a Union member and who does not make application for membership shall, not later than 30 days from the first day of work, either join the Union and pay the Union's dues or pay the Union its monthly representation fee as a contribution toward the administration of this Agreement. The Union will issue via return-receipt U.S. Mail to nonmembers who fail to pay the representation fee a demand that such payment be received not later than 30 days from the mailing of such demand. When the Union issues a written demand to the City to terminate an employee who fails to satisfy such demand and includes a copy of all communications between the Union and the employee, including those required by law, the City will promptly inform the employee

via return-receipt U.S. Mail that he or she will be terminated not later than 15 days from the mailing of such notice unless the City receives written notice from the Union that the employee has satisfied the Union's demand. Thereafter and unless the Union notifies the City in writing of the employee's satisfaction of his or her obligation, the employee will be terminated.

- B. Voluntary Assignments: The City agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for Union dues.
- C. Amount Deducted: The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth of the succeeding month, after such deductions are made.
- D. Indemnification: The Union indemnifies and holds harmless the City and its administrators from any claim and/or award that may result from the execution of this Article, including attorney fees and other defense costs.

### ARTICLE 3 - EMPLOYEE RIGHTS

- A Union Activities: No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.
- B. Nondiscrimination: It is the policy of the City and the Union to assure that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.
- C. Representation: Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.
- D. Personnel File: An employee may view and obtain one copy of anything in his or her official personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been

first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, which will be filed together with such document.

- E. Just Cause: No non-probationary employee will be disciplined or discharged except for just cause, and no probationary employee will be suspended without pay except for just cause.

#### ARTICLE 4 - SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. Definition: Seniority is the number of years employed since the last date on which an employee was hired by the City in a position covered by this Agreement. Ties shall be broken by alphabetical order of the employee's last names, and by lot if a tie continues.
2. Calculation: One year of credit is earned for each 12 months of full-time employment or an equivalent total of part-time and/or seasonal employment.
3. Roster: On or about each January 1, the City will produce and post in places normally used for employee notices, a dated roster which lists each employee's name and the number of years and partial years of seniority earned to that date. An employee may appeal the number of credits credited to him or her through the grievance procedure contained herein. Absent an appeal, the data on the roster shall be deemed valid from that point forward.

B. Layoff:

1. Layoff Notices: When the City intends to layoff an employee or employees due to a reduction in force, the City will give a 21 day advance notice to the Union and the employee or employees.
2. Order: Layoffs caused by a reduction in force shall be in order of seniority within the affected classification, after all Seasonal employee(s) within the affected classification are dismissed. A junior employee may be bypassed if he or she is the sole possessor of particular skills and/or abilities which are required to perform a remaining position. An

individual remaining on layoff status for three calendar years from the date of layoff shall be deemed dismissed thereafter.

3. Bumping: An employee subject to layoff may by written notice to the Mayor not later than ten calendar days from being notified of a pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate that he or she has the minimum qualifications and ability to perform the duties of that position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training. A bumped employee shall be placed on layoff status.

4. Classifications: For the purpose of the Article, the classifications shall be:

Heavy Equipment Operator	Water/Wastewater Operator
Mechanic	Water/Wastewater Probationary
Laborer	Circulation/Interlibrary Loan
Customer Service	Children's Librarian
Acquisitions/Cataloging/Circulation Librarian	Librarian
Legal Administrative Assistant	
Administrative/Building Permit Technician Assistant	
City Court Clerk	Assistant City Court Clerk
Utility Billing Clerk	Assistant Utility Billing Clerk

Comment [LW1]:

- C. Recall: When the City intends to permanently fill a vacant or newly created bargaining unit position, the most senior employee on layoff status who can demonstrate that he or she has the minimum qualifications and ability to perform the duties of the position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training, shall be recalled by certified, return-receipt letter to the employee's last known address. The employee must notify the City in writing of his or her intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

Comment [LW2]: Added per May 29, 2018 Negotiation meeting. Possibly remove classifications since positions have been compared based on position description since the 2012 Salary Survey for comparison of wages.

## ARTICLE 5 - EMPLOYMENT POLICY

- A. Probationary Period: Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from service without recourse to the grievance procedure.
- B. Operator's License Required: The City shall require a Clearwater/Wastewater Treatment Operator's License issued from the State of Montana for filling any position at those plants - Clearwater Treatment Operator's License for Clearwater positions, Wastewater Treatment Operator's License for Wastewater positions. If an individual can be issued a temporary permit, the individual may take the certification examination for the Clearwater or Wastewater treatment test according to the Department of Health and Environmental Sciences (DHES) - Department of Environmental Quality (DEQ) policy. In no case shall an operator be allowed to work more than one year on a temporary permit, unless scheduling of final tests isn't complete within that year period. If the individual fails to pass the DHES- DEQ tests, he/she shall be transferred back to the original department according to seniority.
- C. Transfers:
1. Voluntary Transfer: Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.
  2. Involuntary Transfer: The City may transfer an employee to a position for which the employee has demonstrated the qualifications and ability to perform the duties or when the nature of the duties would allow the employee to attain the minimum qualifications and

Comment [LW3]: Language change was accepted by the City and 283A Reps @ 5/29/18 negotiation meeting.

abilities within 520 hours of being transferred to the new position through orientation and/or regular on the job training.

**Comment [LW4]:** Possibly look at this language at a later date or removing language.

## ARTICLE 6 - HOURS OF WORK

- A. **Workday:** A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.
- B. **Workweek:** A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.
- C. **Shifts:** The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.
- D. **Rest Periods:** All employees shall be granted a fifteen minute rest break during the first four hours of the shift and another fifteen minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.
- E. **Lunch Period:** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. **Double-shift:** The City may schedule a double-shift for any project, and the senior employee assigned to the project may then request his or her shift preference.
- G. **End of Shift:** Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.
- H. **Water/Wastewater Plant Work Week:** It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday

pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days.

## ARTICLE 7 – COMPENSATION

### A. Salaries, Wages, and Longevity:

1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of ~~\$7.50~~ \$0.05 per monthhour.
3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.

Comment [LW5]: 5/29/18 language change  
ok'd by both parties.

### B. Overtime:

1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in 1/10th hour increments. Six minutes equals 1/10th of an hour.
5. Overtime shall be distributed equally to employees as is reasonable and possible.
6. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
7. The Union and City are not in favor of overtime, and nothing in this section shall be construed as encouraging such procedure.

### C. Call-outs and Standby Time:

1. Each call-out will be for a minimum of two hours at one and one-half times the employee's

regular rate of pay. For additional time worked, the employee will be compensated for actual time worked at one and one-half times pay.

2. Standby time will be compensated at \$10.00 per day; however, if standby time is required on a holiday, the employee will be compensated at \$20.00 per day. For actual time worked, the employee will be compensated at one and one-half times the employee's regular rate of pay.

D. Deduction Slips: Payroll deduction slips will be provided with each payroll warrant.

E. Equal Pay for Equal Work: There will be equal pay for equal work in each job classification.

#### ARTICLE 8 – HOLIDAYS

A. Holidays: Employees shall be granted the following holidays, without loss of pay. Employee must be in a paid time status prior to or after the holiday.

Comment [LW6]: Ok'd by both parties  
5/29/18

1. January 1 - New Year's Day
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - President's Day
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. Second Monday in October - Columbus Day
8. November 11 - Veteran's Day
9. Fourth Thursday in November - Thanksgiving Day
10. December 25 - Christmas Day
11. Every day in which a general election is held throughout the State of Montana.

B. Holiday or Sunday Work: Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.

C. Scheduled Day Off: Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.



## ARTICLE 9 - VACATIONS

- A. **Accrual and Use:** Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits; 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However such persons must be employed six qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:
1. From one pay period through ten years of employment, at the rate of fifteen working days for each year of service;
  2. After ten years through fifteen years of employment, at the rate of eighteen working days for each year of service,
  3. After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;
  4. After twenty years of employment, at the rate of twenty-four working days for each year of service.
- B. **Maximum Accrual:** Vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.

- C. Pay-off: Unused earned vacation time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- D. Death: In the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.
- E. Vacation Dates: The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the City, with regards to seniority and the best interest of the City; providing, however, the best interest of the City shall include the City's right to ensure that there is an adequate number of equipment operators during vacation periods. Leaves of absence without pay may be used to extend regular vacation.
- F. During a Holiday: If a holiday(s) occur(s) during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.
- G. On a Split Basis: Vacation time may be taken on a split-vacation basis. Also, all employees have the privilege of taking vacation at any time during the year subject to the provisions of Section F.
- H. Running Total: Vacation days shall either be on the check-off stub every pay day with a running total or supplied every third month in writing by the City.

#### ARTICLE 10 - SICK LEAVE

- A. Defined: Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.
- B. Accrual of Sick Leave:
  - 1. A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.
  - 2. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.
  - 3. Employees will not accrue sick leave during a leave of absence without pay.

C. Payment of Sick Leave:

1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of this termination.
2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
3. Employees shall not be credited with sick leave for which they have previously been compensated.

D. Other Sick Leave Provisions:

1. Sick leave charges and credits shall be charged to the nearest full hour.
2. By mutual agreement between the employee and the City, available annual leave credits may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.
3. Denial of Maternity Leave Unlawful:
  - a. It shall be unlawful for the City or its agent:
    - (1) to terminate a woman's employment because of her pregnancy, or
    - (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
    - (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
    - (4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,
    - (5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.

b. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private Employer, the Employer's circumstances have so changed as to make it impossible or unreasonable to do so.

4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.
5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.
6. An employee shall notify his or her supervisor of the need to use sick leave as soon as possible prior to the commencement of his or her shift, or as soon as possible thereafter in the case of an emergency.
7. The City shall provide, at the City Clerk's office, a form to be designated as a leave form. Any employee claiming leave under the sick leave provisions of this contract shall complete and submit to the City a leave form for sick leave claimed.
8. Abuse of sick leave is cause for reprimand or dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. In reprimands or dismissal resulting from this paragraph, the City shall notify the employee, in writing, of such dismissal or reprimand and shall state the reasons therefore.
9. Sick leave days shall either be on the check-off stub every payday with a running total or supplied every third month in writing by the City.

E. Emergency Sick Leave:

1. Defined: Emergency sick leave is a necessary absence due to:
  - a. The illness of a member of the employee's immediate family requiring the attendance of the employee; or
  - b. The death of a member of the employee's immediate family.
2. Immediate Family Defined: An employee's immediate family includes: spouse, parents,

grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), step relations, household dependents and all the same relations of the employee's spouse in like degree.

#### ARTICLE 11 - OTHER LEAVE WITH PAY

- A. **Military Leave:** Any permanent employee of the City who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.
- B. **Jury and Witness Duty:** An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.
- C. **Funeral of Co-Workers:** Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.
- D. **Union Leave:** Designated Union representatives may with prior approval take a reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City.

#### ARTICLE 12 - LEAVE WITHOUT PAY

- A. Entitlement: All employees are entitled to take leave of absence without pay when authorized by the City.
- B. Requests: Requests for leave of absence without pay shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- C. Response: The City's reply shall be given in writing to the employee not later than five calendar days after receipt of such request.
- D. Public Service Leave: Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

#### ARTICLE 13 - FAMILY AND MEDICAL LEAVE

- A. Grant and Use: When an employee is absent from work for a reason that qualifies under the Family and Medical Leave Act (FMLA), such leave shall be deemed to have begun and the employee will use available sick leave credits. An employee may arrange to use FMLA leave intermittently or to reduce a regular work schedule in the case of family or personal health issues which qualify under the Act, and with the advance permission of the City in the case of birth or adoption.
- B. Seniority: Notwithstanding the provisions of the FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of FMLA leave.
- C. Transfer: The City will not transfer an employee taking FMLA leave on an intermittent or reduced schedule basis for planned medical treatment without the permission of the employee.
- D. Violations: Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

#### ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION

- A. Authorization: An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.
- B. Verification: Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.
- C. Frequent Absences: The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

#### ARTICLE 15 - WORKING CONDITIONS

- A. Work Rules:
  - 1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
  - 2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.
- B. Separation: Employees who terminate their service will be furnished, upon request, a letter

stating their classification and length of service.

- C. Visits by Union Representative: Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.
- D. Union Bulletin Boards: The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or any of its members and shall not be in the nature of political activities.
- E. Personal Property: When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.
- F. Safety Equipment: Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.
- G. Replacement of Tools: The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.
- H. Description of Heavy Equipment:
  - 1. Backhoe
  - 2. Loaders, with one yard or more, excluding snow bucket
  - 3. Blade
  - 4. Sweepers
  - 5. Flushers

This clause is to differentiate between regular and heavy equipment.

- I. Supervisors Operating Equipment: Supervisors will not operate equipment on non-working



hours in lieu of call-out of appropriate personnel, except in cases of emergency.

J. Immunizations: The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.

K. Commercial Drivers Licenses: The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL driver's license. The City will pay for the difference in cost between a regular driver's license and the type of CDL the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.

L. Safety Toed Boots: The City will pay the price of safety toed boots up to \$150.00 ~~\$200.00~~ pending receipt. This applies to not more than one pair of boots per year.

M. Foreman Pay: When an employee is assigned by the Dept. Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.

N. Clothing Stipend: Each employee will receive an annual clothing allowance of \$150.00 ~~on as~~ a separate check. ~~In the event said stipend requires income tax deductions, the amount of said check shall be in the net amount of, with the gross amount being calculated as if the employee were claiming "1" for deductions on the employee's W-4 shall pay to each employee a gross dollar amount equal to the least expensive annual membership fee charged by a full service gym located within the City of Miles City.~~

O. ~~CDL'S: Both the City and the Union agreed that we would discuss language on the CDL'S next year.~~

Comment [LW7]: Agreed to by both parties 5/29/18.

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Comment [LW8]: Strike Language ok'd by both parties 5/29/18

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## ARTICLE 16 - HEALTH, SAFETY AND WELFARE

A. Industrial Accident Insurance: The City shall carry Industrial Accident Insurance on all

employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.

- B. Health Insurance: The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
- C. Unemployment Insurance: The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance,
- D. Safety Committee: The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

#### ARTICLE 17 - JOB POSTING

- A. Posting: When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least seven consecutive calendar-five (5) working days on bulletin boards normally used for employee postings:

The location and title of the position	The wage
The minimum qualifications	The starting date
Assigned hours and days of work	The deadline for applying
If the position is temporary the anticipated length	
With whom the application must be filed	

- B. Seasonal Employees: A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal.

- C. Hiring: Non-probationary employees in the bargaining unit may apply and shall be given

**Comment [LW9]:** Language added and ok's by both parties 5/29/18

**Comment [LW10]:** Language change ok'd by both parties 5/29/18

preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent.

#### **ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK**

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of contracting out any public work being performed by the City to undermine the Union, nor to discriminate against any employee because of Union activities.

#### **ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE**

- A. **Grievance:** An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. **Stewards & Grievance Committee:** Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman

shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.

- D. Time limits are critical. Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written agreement.

E. Procedure:

Step 1: Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.

Step 2: If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council, which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.
2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange

for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.

3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.
5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

#### **ARTICLE 20 - MANAGEMENT RIGHTS**

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work 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 agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

#### ARTICLE 21 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

#### ARTICLE 22 - STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

## ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 20102018, and shall continue in full force and through June 30, 2012 2019 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

FOR THE AMERICAN FEDERATION OF  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO LOCAL NO. 283A

Date Ratified:

Date Ratified:

Mayor

President, Local 283A

City Clerk

Vice President, Local 283A

Secretary/Treasurer, Local 283A

Field Representative  
Montana Council #9 AFSCME AFL-CIO

Executive Director  
Montana Council #9 AFSCME AFL-CIO

**Comment [LW11]:** Parties discussed a possible 2 year term. Agreed to come back and discuss

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**RESOLUTION NO. 4210**

**A RESOLUTION APPROVING A MMIA SWORN STATEMENT IN PROOF OF LOSS  
RELATED TO CLAIM FOR DAMAGE TO FIRE-HALL.**

**WHEREAS**, the City of Miles City has submitted a claim to the Montana Municipal Interlocal Authority (MMIA) for damage to the fire-hall;

**AND WHEREAS**, the MMIA has agreed to pay and the City agrees to accept the sum of \$32,556.54, less the City's deductible in the amount \$2,500.00, for a net payment of \$30,056.54;

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

1. The "Sworn Statement in Proof of Loss", claiming coverage in the net amount of \$30,056.54 from MMIA for damage to the fire-hall, attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City, and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED  
QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT  
A REGULAR MEETING THIS 23<sup>RD</sup> DAY OF OCTOBER, 2018.**

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



EXHIBIT A

Montana Municipal Interlocal Authority  
SWORN STATEMENT IN PROOF OF LOSS

Claim Number: PR2018002589  
Policy Number: 080-PROP-2018-1  
Memorandum Inception: 7/1/1986

To the **Montana Municipal Interlocal Authority of P O Box 6669, Helena Montana** at time of loss, by the above-indicated Memorandum of coverage you covered: City of Miles City.

Against loss by **All Risk of physical loss or damage** to the property described under Schedule annexed according to the terms and conditions of the said Memorandum and all forms, endorsements, transfers and assignments attached thereto.

**Time and Origin:** A real property water damage loss occurred about the time of 12:00 PM on January 12, 2018. The cause and origin of the said loss were: damaged roof caused snowmelt to leak into the interior of City fire hall causing damage to finished building.

**Title and Interest:** At the time of the loss the interest of your member in the property described therein was sole and unconditional ownership and no other person or persons had any interest therein or encumbrance thereon, except: no exceptions.

**Changes:** Since the said Memorandum of Coverage was issued there has been no assignment thereof, or change or interest, use, occupancy, possession, location or exposure of the property described, except: no exceptions.

**Whole Loss and Damage was**.....\$32,556.54

**Less Amount of Deductible** .....\$2,500.00

**Amount Claimed** under the above numbered policy.....\$30,056.54

The said loss did not originate by any act, design or procurement on the part of the member, or this affiant; nothing has been done by or with the privity or consent of the member or this affiant, to violate the conditions of the policy or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of Montana Municipal Interlocal Authority is not a waiver of any of its rights.

\_\_\_\_\_  
Member Representative Signature

**Notary Public Information:**

State of \_\_\_\_\_; County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Printed name of Notary Public)

Notary Public for the State of \_\_\_\_\_

Residing at: \_\_\_\_\_

My Commission expires: \_\_\_\_\_