



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers*

*February 12, 2019  
6:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

### 1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- |                                 |           |
|---------------------------------|-----------|
| A. Regular City Council Meeting | 1/22/2019 |
| B. Finance Committee Meeting    | 1/17/2019 |
| C. Finance Committee meeting    | 1/31/2019 |
| D. Human Resource Meeting       | 2/05/2019 |

### 2. SCHEDULE MEETINGS

#### REQUEST OF CITIZENS & PUBLIC COMMENT

Dennis Pluhar- Fire Training Center and effects on Lyman Drive residents

### 3. APPOINTMENTS

### 4. PROCLAMATIONS

### 5. STAFF REPORTS

### 6. CITY COUNCIL COMMENTS

### 7. MAYOR COMMENTS

### 8. COMMITTEE RECOMMENDATIONS

### 9. BID OPENINGS

### 10. BID AWARDS

### 11. PUBLIC HEARINGS

### 12. UNFINISHED BUSINESS

### 13. NEW BUSINESS

- A. **RESOLUTION NO. 4227- A Resolution Authorizing the Mayor to Submit an Application to Treasure State Endowment Program for a Planning Grant to Prepare a Preliminary Engineering Report (PER) for the Miles City Water Facility and Agreeing to Conform to the Requirements of Said Application**
- B. **RESOLUTION NO. 4228- A Resolution Approving an Amendment to Professional Services Agreement Between the City and JGA Architects, PC, for Services Related to the Miles City Fire and Rescue Preliminary Architectural Report PAR**
- C. **RESOLUTION NO.4229- A Resolution Requesting Distribution of Bridge and Road Safety and Accountability Program Funds**

- D. **RESOLUTION NO. 4230- A Resolution Authorizing the Assignment of a Certain Lease Agreement Between the City of Miles City and Russell E. Van Dyke to Mike Miller for the Lease of Mobile Home Space in Bender Park**
- E. **RESOLUTION NO. 4231- A Resolution Authorizing Certain Officers of the City of Miles City as Signatories Upon Bank Accounts of the City of Miles City at Stockman Bank**
- F. **RESOLUTION NO. 4232- A Resolution Approving the Donation of a 2004 Ford Crown Victoria to Miles City Public Schools for Use as a School Safety Office Vehicle**
- G. **RESOLUTION NO. 4233- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 600 Union**
- H. **RESOLUTION NO. 4234- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union**
- I. **RESOLUTION NO. 4235- A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union**
- J. **Review and discussion on Decembers Statement of Expenditures and Revenues on General Fund and Ambulance Fund**
- K. **Discussion on Fiscal Year 2018 Schedule of Findings**
- L. **APPROVAL OF JANUARY CLAIMS**

**14. 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 January 22, 2019  
6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, January 22, 2019, 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, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Fire Chief Branden Stevens, Public Utilities Director Tom Speelmon, City Planner in Training Ally Capps, 9-1-1 Supervisor Lyne Anderson 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: 1/8/2019**

\*\* *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of January 08, 2019, and seconded by Councilperson Huber. The motion passed by unanimous consent, 8-0.*

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*  
Public Safety Committee Friday January 25<sup>th</sup> @ 5:30pm  
Human Resource Committee Tuesday February 12<sup>th</sup> @ 5:30pm

**REQUEST OF CITIZENS & PUBLIC COMMENT**

None

**APPOINTMENTS**

Austin Lott- Planning Board

\*\* *Councilperson Kassner moved to approve Austin Lott to the Planning Board, seconded by Councilperson Huber. The motion passed unanimously*

**PROCLAMATIONS**

None

## **STAFF REPORTS**

***Brandon Stevens***- Reported the following:

- Tower 19 has a pump issue and will be tested in March or April
- Engine 8 has front end issues and will be looked at in a couple of weeks
- TransCanada's donation of \$80,000 was received
- Fire department has restroom issues- Could be a blocked or collapsed sewer line
- Apologized to the Lyman area residents for the smoke that was produced by the fire training center. He said the wind was blowing the wrong way that day, but a trainer had flown in from another state and he made the decision to proceed with the training. Now that everyone is trained, days can be rescheduled if the wind is not blowing in the correct direction
- Recognized Taran Harbaugh for passing his paramedic exam. He paid for the education out of his pocket and used his own time
- Announced Nick Stinson is now a confirmed fire fighter and is studying for a paramedic
- Brad Davis passed the ICC1 test and accepted the Deputy Inspector's position

***Lyne Anderson***- Presented a 15 minutes presentation on New Generation 911.

***Scott Gray***- Reported that City Hall had a sewer issue on Friday and City Hall was closed because of it. He thanked Bucky Johnson, Max Hilderbrand, Mark Mosely, Tyler Brockway and Jim Garza for working endlessly from Friday morning till the project was finished on Monday morning. He added that he received a letter from MMIA stating that the structure in the Bender Park building passed. Construction will begin as soon as possible.

## **CITY COUNCIL COMMENTS**

***Rick Huber***- Said he and Councilperson Gardener joined the police department in a ride along. He felt the officers worked well together and had a great rapport with bar owners and employees.

***Ken Gardner***- Was amazed how the officer could multitask and thought 9-1-1 did a great job.

***John Uden***- Commended Director Gray's crew for their hard work and added that 9-1-1 is just involved in saving lives as the other public servants.

## **MAYOR COMMENTS**

None

## **COMMITTEE RECOMMENDATIONS**

None

## **BID OPENINGS**

None

## **BID AWARDS**

### (1) Four Wheel Drive Loader –

- Titan Machinery- \$160,226.07 with a buyback of \$38,630- Case= \$ **121,596.07**- Failed to meet specifications
- RDO Equipment- \$195,850.00 with a buyback of \$47,000- JD = **\$148,850**- Second lowest bid, met all specifications and recommended by Directors
- Tractor & Equipment- \$186,245.00 with a buyback of \$35,000-Cat=\$ **151,245**

### (2) Four Wheel Drive Extendable Stick Backhoe Loader-

- Titan Machinery- \$117,274.00 with a buyback of \$48,200- Case= **\$69,074**- Bid received was a smaller size backhoe than requested
- RDO Equipment- \$125,250.00 with a buyback of \$43,000- JD= \$ **82,250**- Second lowest bid received and recommended by Directors
- Tractor & Equipment- \$134,549.00 with a buyback of \$47,500-Cat= **\$87,049**

### (3) Combination Sewer Vacuum Truck

- Titan Machinery- \$387,368- Bid included the vacuum boom that the City was looking for. Directors felt it would save time and pay for itself in three months. Recommended by Director Speelmon
- Kois Brothers- \$374,300- Partially met specifications- Did not offer the vacuum boom

*\*\* Councilperson Uden moved to approve RDO Equipment bids for the Loader and Backhoe and Titan for the Vacuum Truck, seconded by Committee Member Galbraith. Motion passed 8-0*

## **PUBLIC HEARINGS**

### **A. RESOLUTION NO. 4221- A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2018-2019 to Increase the Budgeted Amount in Various Funds for Various Unbudgeted Revenues and Expenditures**

Mayor Hollowell called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

### **B. RESOLUTION NO. 4225- A Resolution Adopting Findings of Facts, and Denying a Conditional Use Permit for a Medical Marijuana Dispensary at 2317 and 2319 Melrose Avenue**

Mayor Hollowell called for comments from proponents.

Kannacare owner, Misty Carey 508 W. Arnold Street, Bozeman Montana explained that she has been a provider in Miles City for over a decade. She sold her previous building and bought the old C&R Cleaner building. Her request to the Council was permission to move into the renovated building for a more professional feeling. She sells a variety of products including topical application and products for dogs and cats. She also has cancer patients that she sells her products to. She felt she was the best and most knowledgeable person to sell the product.

Matt Kercheval 702 N. Earling spoke on free enterprise. He would like to see the promotion of business's in the area to bring more money into the City.

**Mayor Hollowell called for comments from proponents three more times, then called for opponents**

Gary Cridland 2804 Sudlow was in favor of denying the resolution because the location is within 1000 feet of a school, playground or a religious institution as the City's Ordinance states. He explained that there is a church and roller rink within the 1000 feet and medical marijuana is illegal according to Federal law. Federal Government can take a stand against the business and lending, financial and title institution are against it. The City's Ordinance states that a business license application is required every year and it must be a legal business. He felt the business license was not enforced.

**Mayor Hollowell called for opponents three times and, hearing none, the hearing was closed**

## **UNFINISHED BUSINESS**

- A. **RESOLUTION NO. 4221- (Second Reading) A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2018-2019 to Increase the Budgeted Amount in Various Funds for Various Unbudgeted Revenues and Expenditures**

\*\* *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Gardner. The motion passed 8-0*  
**Resolution No. 4221 was adopted**

## **NEW BUSINESS**

- A. **RESOLUTION NO. 4225- A Resolution Adopting Findings of Facts, and Denying a Conditional Use Permit for a Medical Marijuana Dispensary**

at 2317 and 2319 Melrose Avenue

\*\* *Councilperson Uden moved to approve the Resolution, read by title only, and seconded by Councilperson Wilcox.*

There was a conversation as to whether the business is legal. Attorney Rice explained that the business is legal under State law and Council should not make their decision on the grounds that it is illegal under Federal law. The City of Miles City is a subsidiary of the State, so the City should vote to follow State law, not Federal law.

Councilperson Galbraith asked Attorney Rice about the distance rule and why it would make a difference if the location in the Plaza is approved or the new constructed building. Attorney Rice explained that the location in the Plaza is grandfathered in and the new location would be under the new Zoning code. He said if the request is denied the applicant could seek a variance as of the distance only from the Board of Adjustment. If that variance has a distance requirement granted, then it could come back to the Council as a conditional use application.

\*\* *Councilperson Uden call for question and was seconded by Councilperson Wilcox. The motion passed 6-2, with Councilperson Andrews and Galbraith voting no*

\*\* *The main motion passed 5-3 with Councilperson Erlenbusch, Andrews and Galbraith voting no* **Resolution No. 4225 passed (denying the Conditional Use Permit**

**B. RESOLUTION NO. 4226- A Resolution Approving a Change Order to the Agreement With Montana Civil, LLC for the Addition of Irrigation Restoration, Imported Trench Backfill Material, Curb and Gutter Replacement and Other Miscellaneous Quantity Changes Related to the Darling Addition Street and Utilities Rehabilitation Project**

\*\* *Councilperson Erlenbusch moved to approve the Resolution, read by title only, seconded by Councilperson Andrews. The motion passed 8-0*  
**Resolution No. 4226 was adopted**

**C. Approval on Disposal of Retention Records**

\*\* *Councilperson Galbraith moved to approve the disposal presented, seconded by Councilperson Gardner and passed unanimously.*

## **ADJOURNMENT**



**\*\*** *Councilperson Wilcox moved to adjourn the meeting, seconded by Councilperson Erlenbusch and passed unanimously.*

The meeting was adjourned at 7:20p.m.

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**John Hollowell, Mayor**

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**Lorrie Pearce, City Clerk**

## Finance Committee Meeting

January 17, 2019

The Finance Committee met Thursday, January 17, 2019 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber and Dwayne Andrews. Committee Member Brant Kassner was excused.

Also present were: Police Chief Doug Colombik, Lieutenant/Detective Dan Baker, City Planner in Training Ally Capps, Flood Administrator Samantha Malenovsky, Public Works Director Scott Gray, Mayor John Hollowell and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

**1. Elect Chairperson-**

*\*\* Committee Member Andrews moved to elect Susanne Galbraith as Chairperson of the Finance Committee, seconded by Committee Member Huber. The motion passed unanimously 3-0*

**2. Request of Citizens:**

None

**3. Discussion on Garberson Clinic**

Owner of Garberson Clinic Al Homme presented four options for housing the Miles City Police Department:

- Renting from the VA
- Triple Net Lease Garberson Building, which is a lease in which the lessee pays rent to the lessor, as well as all taxes, insurance, and maintenance expenses that arise from the use of the property. Plus the lessee is entitled to sublet and collect rent.
- Purchase Garberson Clinic at a cost of \$1.2 million on a 20 year loan and 3.5% annual rate interest. The loan would be provided by the owners. The building has renters in it and collects \$118,320 a year. This would be a profit to the City of \$16,568 a year.
- Rent from Garberson Building (Fossil Development) at a monthly cost of \$4,100 or \$5,100 if remodeled.

The Committee discussed that if the building is in the flood plain, it would restrict some of the City's ideas on expanding. They were also concerned about the basement leaking and believed that it would be a continuous issue if not repaired. The police department wants to use the basement for holding evidence and a sprinkler system would need to be installed. Other options discussed were to buy the Lyman property and combine the fire and police department. Talk to NAPA owner and see if they are willing to sell their parking lot and felt there are other land possibilities to purchase.

4. **Discussion on Tax Increment District:**

After a short discussion it was decided to keep the fund active for one more year and revisit if Committee felt it was not beneficial to the City.

5. **Discussion on changing internet service to Centurylink**

Mayor Hollowell had not heard back from Centurylink and did not have anything to report.

6. **RESOLUTION NO. 4223- A Resolution Approving an Amendment to Professional Services Agreement Between the City and JGA Architects, PC, For Services Related to the Miles City Fire and Rescue Preliminary Architectural Report PAR**

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

Clerk Pearce said the agreement was an amendment for an additional \$19,994 for three stages of the PAR on Garberson Clinic.

- Architectural review, assessment and conceptual design
- Hazardous Building Materials review and assessment
- Mechanical and Electrical Systems review and assessment

She explained that the agreement was for services to analysis the impact of the FEMA Flood Plain Regulation and may be halted if the flood plain impacts are deemed to be restrictive and not feasible to resolve in a reasonable project budget. She said the City had already received an invoice for that service and asked the Committee if it should be paid. And if it is paid then she felt the agreement should be passed and the Garberson Clinic project halted. Finance Committee and Mayor Hollowell felt the invoices needed to be paid.

Lieutenant Baker said that the agreement was supposed to be written to go back to the original PAR which combines the fire and police station.

Director Speelmon felt that if the PAR for the Garberson Clinic has been halted then the City would need an agreement to include a combination facility for the fire and police departments, which would change the price of the service.

*\*\* The motion failed 3-0*

7. **Discussion and recommendation on KLJ's change order for Darling Addition Project**

*\*\* Committee Member Andrews moved to recommend to Council to approve the change order, seconded by Committee Member Huber.*

Director Speelmon explained that the increase was from additional back fill need, two additional blocks of curb and gutter and an adjustment to overall cost that the City provided to the project.

*\*\* The motion passed 3-0*

**8. Review and recommendation on bids received for Four Wheel Drive Loader:**

- Titan Machinery- \$160,226.07 with a buyback of \$38,630- Case= \$ **121,596.07**- Failed to meet specifications
- RDO Equipment- \$195,850.00 with a buyback of \$47,000- JD = **\$148,850**- Second lowest bid, met all specifications and recommended by Directors
- Tractor & Equipment- \$186,245.00 with a buyback of \$35,000-Cat=**\$ 151,245**  
*\*\* Committee Member Andrews recommended to Council to approve RDO Equipment bid that was received, seconded by Committee Member Huber.  
Motion passed 3-0*

**9. Review and Recommendation on bids received for Four Wheel Drive Backhoe-Loader**

- Titan Machinery- \$117,274.00 with a buyback of \$48,200- Case= **\$69,074**- Bid received was a smaller size backhoe than requested
- RDO Equipment- \$125,250.00 with a buyback of \$43,000- JD= \$ **82,250**- Second lowest bid received and recommended by Directors
- Tractor & Equipment- \$134,549.00 with a buyback of \$47,500-Cat= **\$87,049**  
  
*\*\* Committee Member Andrews recommended to Council to approve RDO Equipment bid that was received, seconded by Committee Member Galbraith.  
Motion passed 3-0*

**10. Review and Recommendation on bids received for Combination Sewer Vacuum Truck**

- Titan Machinery- \$387,368- Bid included the vacuum boom that the City was looking for. Directors felt it would save time and pay for itself in three months. Recommended by Director Speelmon
- Kois Brothers- \$374,300- Partially met specifications- Did not offer the vacuum boom

*\*\* Committee Member Andrews recommended to Council to approve Titan Machinery's bid that was received, seconded by Committee Member Huber.  
Motion passed 3-0*

**11. Schedule quarterly claims inspection**  
Dwayne Andrews- January thru March  
Susanne Galbraith- April thru June

Rick Huber- July thru September  
Brant Kassner- October thru December

**12. Adjournment**

**\*\*** *Committee Member Andrews moved to adjourn the meeting, seconded by  
Committee Member Huber and passed unanimously, 3-0.*

The meeting was adjourned at 6:58 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce Recorder/City Clerk**

## Finance Committee Meeting

January 31, 2019

The Finance Committee met Thursday, January 31, 2019 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Brant Kassner and Dwayne Andrews.

Also present were: Police Chief Doug Colombik, Lieutenant/Detective Dan Baker, Captain Casey Prell, Councilmember Jeff Erlenbusch, Miles City Public Schools Safety Officer Mark Reddick, Public Utilities Director Tom Speelmon and Human Resources Officer/Recorder Linda Wilkins.

Committee Chairperson Galbraith called the meeting to order.

### 1. Request of Citizens and Public Comment:

None

### 2. Discussion and Recommendation on Donating a Crown Victoria to School District

Chief Colombik recommended donating the patrol car to the Miles City School District. School Superintendent Keith Campbell had offered to buy the vehicle. Chief Colombik thought it would promote goodwill if the City were to donate the vehicle.

Committee Member Huber questioned who was providing insurance coverage for the vehicle. Chief Colombik informed the committee members that he and City Attorney Rice had spoken with MMIA regarding the insurance coverage and MMIA will be carrying liability coverage until title is transferred. Gas is being purchased by the School District.

During the discussion regarding the vehicle, Chief Colombik also commented that School Safety Officer Reddick's hand gun was being purchased by the Police Union as a retirement gift. They would be going to Red Rock Sporting tomorrow to have the proper paperwork filled out to transfer ownership of the hand gun.

*\*\*Committee Member Andrews moved to recommend to Council to approve the donation of the Crown Victoria to the Miles City School District; Committee Member Kassner seconded the motion. On roll call vote the motion passed, 4-0.*

### 3. Discussion and Recommendation on Contract with JGA Architects for Preliminary Architectural Report

Lieutenant Baker recommended that the contract be approved. This contract meets all the requirements for having the Dispatch Center added into the building.

The committee discussed the amount of money that had been spent so far and the additional costs. The cost of the services outlined in the amendment for alternative locations were reviewed and the committee thought that items 3 and 4 would be contingent on building a new building and the money involved may not be spent. The specifications addressed in this contract need to be in place prior to applying for any grants no matter the location selected.

*\*\*Committee Member Andrews moved to recommend to Council the approval of the contract with JGA Architects for the preliminary architectural report; seconded by Committee Member Kassner. On roll call vote the motion passed 4-0.*

**4. Discussion and Recommendation on sending invoice for Curb Stop Replacement on Mizpah Road, in the amount of \$1,323.08, to CPI Collections**

Director Speelmon explained that this was a District customer. The only way to shut water off to the residence was to install a curb stop. There was a misunderstanding on who was to pay for the curb stop installation to shut off the water between the resident, the City, the District and DOWL. He had a discussion with DOWL and they are taking it to their board to see if they will possibly help with the costs of the curb stop installation. He recommended that no decision be made until after the DOWL board meeting. In the future, the City will not be doing curb stop repairs for District customers.

*\*\*Committee Member Kassner moved to table, seconded by Committee Member Huber. Motion passed unanimously, 4-0.*

**5. Adjournment**

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

The meeting was adjourned at 6:25 p.m.

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**Susanne Galbraith, Chairperson**

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**Linda J. Wilkins, Recorder**

**Human Resources Committee**  
**February 6, 2019**

The **Human Resources Committee** met Wednesday, February 6, 2019, at 5:30 p.m. in the Conference Room at City Hall. Present were Committee Members Kathy Wilcox, Susanne Galbraith, and Jeff Erlenbusch. Excused was Committee Member John Uden. Also present were Public Utilities Director Tom Speelmon and Human Resources Officer/Recorder Linda Wilkins.

Committee Chairperson Kathy Wilcox called the meeting to order.

1. Election of Chairperson

*\*\*Committee Member Erlenbusch moved to nominate John Uden as Chairperson; no second.*

*\*\*Committee Member Galbraith moved to nominate Kathy Wilcox as Chairperson, seconded by Committee Member Erlenbusch. On roll call vote motion passed 3-0.*

2. Request of Citizens

None

3. Committee Member Comments

Committee Member Galbraith requested that meetings begin at 6:00 p.m. as this time is more in line with her personal schedule.

4. Discussion and Recommendation: City Engineer Position Description

The committee reviewed the City Engineer position and made the following changes to the position description. Job Class will be Professional/Technical. Under MINIMUM REQUIREMENTS, Certificates/Licenses the words "certification and" will be inserted prior to "registration".

*\*\*Committee Member Erlenbusch moved to approve the position description with changes as noted, seconded by Committee Member Galbraith. On roll call vote the motion passed 3-0.*

5. Discussion and Recommendation: Wage Scales

HR Officer Wilkins presented a wage scale matrix to the committee for their review. The matrix was based on calculating backwards from the base wage developed by the 2012 Wage Survey. The probationary wage was calculated at 84% of the base wage and the incrementally increased over a period of 15 years. The committee recommended keeping the 84% of the base wage as the probationary wage and then developing percentages for each year of employment, i.e. 85% of the base at the end of the six month probationary period and moving forward to the 8<sup>th</sup> year at 92% of the base and by the 10<sup>th</sup> year of employment the employee will have reached the base wage. It was noted that employees will still be receiving the annual longevity increase of \$.05 per hour.

The committee also discussed adding a line in the matrix for the Professional/Technical category for the Civil Engineer position. Based on the "O-net" website, maintained by the U. S. Department of Labor, it was determined that the median wage of \$73,650 would be a good wage to offer a Civil Engineer who is a certified Professional Engineer registered with the state of Montana possessing a professional engineering stamp. Director Speelmon thought this would help the City save money. The City currently pays on average in the range of \$180 - \$210 per hour for services provided by a contracted Civil Engineer, depending on the project. Hiring a civil engineering would save the City money by not hiring an outside engineer for certain projects.



The committee asked HR Officer Wilkins to prepare the wage matrix with the changes outlined above for presentation to the Finance Committee.

*\*\*Committee Member Erlenbusch moved to approve the wage matrix with changes as noted and present the revised schedule to the Finance Committee, seconded by Committee Member Galbraith. On roll call vote the motion passed 3-0.*

6. Other  
None

7. Next Meeting: To be determined  
Next meeting is scheduled for Tuesday, March 5, 2019 at 6:00 p.m. Items of discussion: Performance Evaluations, Position Descriptions, and Annual Training.

8. Adjournment

*\*\*Committee Member Erlenbusch moved to adjourn, seconded by Committee Member Galbraith. The motion passed unanimously 3-0.*

The meeting was adjourned at 6:20 p.m.

Respectfully submitted,

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Chairperson Kathy Wilcox

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Recorder Linda Wilkins

# New Business

**RESOLUTION NO. 4227**

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO TREASURE STATE ENDOWMENT PROGRAM FOR A PLANNING GRANT TO PREPARE A PRELIMINARY ENGINEERING REPORT (PER) FOR THE MILES CITY WATER FACILITY AND AGREEING TO CONFORM TO THE REQUIREMENTS OF SAID APPLICATION.**

WHEREAS, the City of Miles City is applying to the Montana Department of Commerce for financial assistance from the Treasure State Endowment Program (TSEP) to prepare a Preliminary Engineering Report (PER) for the Water Treatment Facility;

WHEREAS, the City of Miles City agrees to comply with all State laws and regulations and the requirements described in the TSEP Application & Administration Guidelines for Infrastructure Planning Grants specifically, and those that will be described in the TSEP Project Administration Manual generally;

WHEREAS the City of Miles City commits to provide the amount of matching funds as proposed in the TSEP application; and

That John Hollowell, Mayor, is authorized to submit this application to the Montana Department of Commerce, on behalf of City of Miles City, to act on its behalf and to provide such additional information as may be required.

**WHEREAS**, the City of Miles City has legal jurisdiction and authority to finance, operate and maintain the city's water/wastewater treatment and distribution facilities; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MILES CITY**, that the City Council authorizes the Mayor to submit an application for funding to the Treasure State Endowment Program on behalf of the City of Miles City and that the City Council agrees to conform with the regulations, terms and conditions of the grant program and to provide such additional information as may be required.

Said Resolution read and put upon its passage this 12<sup>th</sup> day of February, 2019.

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Mayor

ATTEST:

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City Clerk

**MONTANA DEPARTMENT OF COMMERCE  
TREASURE STATE ENDOWMENT PROGRAM  
CONTRACT #MT-TSEP-PL-19-125**

This agreement ("Contract") is entered into by the City of Miles City, Montana ("Grantee") and the Montana Department of Commerce ("Department").

The Grantee and the Department hereby agree to the following terms:

**Section 1. PURPOSE**

The purpose of this Contract is to provide funding to the Grantee for infrastructure planning activities approved by the Department under the Treasure State Endowment Program ("TSEP" or "Program") as authorized by HB 11, passed by the 65th Legislature and as signed into law by Governor Bullock on May 8, 2017 (Chapter 353, Laws 2017).

**Section 2. AUTHORITY**

This Contract is issued under authority of Title 90, Chapter 6, Part 7 of the Montana Code Annotated ("MCA"), Title 8, Chapter 94, Subchapter 38 of the Administrative Rules of Montana ("ARM"), and the terms of Chapter 353, Laws 2017.

**Section 3. APPLICATION INCORPORATED BY REFERENCE**

The Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

**Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS**

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *TSEP Application & Administration Guidelines for Infrastructure Planning Grants* document.
- (b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.
- (c) The Grantee agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this

Contract, expends in violation of the terms of this Contract, the statutes, and regulations governing the Program or any applicable local, state, or federal requirements.

- d) The Grantee agrees that the Project shall adhere to all applicable standards, including the most current *Uniform Application for Montana Public Facility Projects* (preliminary engineering grants), *Capital Improvements Planning Manual*, or the *Preliminary Engineering Reports or Bridges* technical document guidelines available at: <http://comdev.mt.gov/Programs/CTAP/Toolkit/Publications>
- e) The Grantee acknowledges and agrees that neither the funding of the Project under this Contract nor any review of the final deliverables by the Department constitutes the Department's approval or endorsement of the contents of such, and that such funding and/or review will have no influence on the Department's ranking of a subsequent application from the Grantee for any project grant.

## **Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE**

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2020, or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between November 9, 2017, and December 31, 2019. All requests for reimbursement must be submitted to the Department within ninety (90) days after December 31, 2019.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Grantee will procure its engineer or other primary contractor to complete the Project within six (6) months of the execution of this Contract or the Contract will terminate unless the Department determines, in its sole discretion, that Grantee has demonstrated substantial progress towards procuring an engineer.
- (e) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to March 31, 2020.

## **Section 6. SCOPE OF WORK**

The Grantee will complete the Project and administer this Contract in compliance with the

Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds for the following major components of the Project:

- Preliminary conference call with the Department prior to beginning the Project to confirm Project components and design;
- Professional Engineering Services to complete a Preliminary Engineering Report that meets the requirements and follows the format of the most recent edition of the *Uniform Preliminary Engineering Report for Montana Public Facility Projects Outline* (found in the *Uniform Application for Montana Public Facility Projects*), for a water system study; and
- provide one (1) printed and one (1) electronic copy of the final PER.

### **Section 7. BUDGET**

- (a) The total amount to be awarded to the Grantee under this Contract shall not exceed \$15,000.
- (b) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to and approval by the Department.
- (c) Any authorized funds not expended under this grant by the later date referenced in Section 5(b) or otherwise accounted for in accordance with the provisions of this Section will revert to the Department and will be used to finance other Program projects.

### **Section 8. ACCESS TO AND RETENTION OF RECORDS**

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Miles City, Montana.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

### **Section 9. LIAISONS**

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

**For the Department:**

Maria Jackson (or successor)  
Program Specialist, MDOC  
301 S. Park Ave.  
P.O. Box 200523  
Helena, MT 59620-0523  
406-841-2550  
[mjackson3@mt.gov](mailto:mjackson3@mt.gov)

**For the Grantee:**

John Hollowell, Mayor (or successor)  
City of Miles City  
PO Box 910  
Miles City, MT 59301  
406-234-3493  
[mayor@milescity-mt.org](mailto:mayor@milescity-mt.org)

**Section 10. METHOD OF REIMBURSEMENT**

- (a) The Department will use the funds appropriated in HB 11 to fund infrastructure planning awards to Grantees that have received a notice of award letter from the Department. Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (d) Payment to the Grantee for approved Project activities under this Contract will generally be in accordance with the disbursement schedule listed below:
  - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
  - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, proof of matching funds, a Project completion report, and Grantee's final request for funds.
- (e) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *TSEP Application & Administration Guidelines for Infrastructure Planning Grants* document, or any expenses not adequately supported by the Grantee's records.

- (f) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility.
- (g) The Grantee understands and acknowledges that the Department will report to the Legislature and Legislative Interim Committees on the status of all Program projects in accordance with HB 11. If the Department determines that the Grantee has failed to commence its project in a timely manner or complete its Project by the date prescribed in this Contract, the Department may recommend to the Legislature that the Contract be terminated and any remaining Project funds will revert to the Department and may be used, at the Department's discretion, to fund other Program grants.
- (h) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (i) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (j) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (k) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (l) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (m) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.
- (n) The Department, in its sole discretion, may allow the Grantee to amend Section 6. The Department will review the following: likelihood to expend all grant funds prior to the deadline in Section 5(b); progress toward completion of the Project; good faith effort to comply with any of the duties, terms, and conditions of this Contract; and the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an amendment to Section 6 must be submitted at least sixty (60) days prior to the termination date of this Contract.



## **Section 11. REPORTING REQUIREMENTS**

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

## **Section 12. PROJECT MONITORING**

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6 of this Contract, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

## **Section 13. NOTICE**

All notices required under the provisions of this Contract must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

## **Section 14. REFERENCE TO CONTRACT**

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

## **Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- (a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any

public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee may not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.

- (b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.
- (c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

## **Section 16. CONTRACT AMENDMENT**

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

## **Section 17. TERMINATION OF CONTRACT**

This Contract may only be terminated in whole or in part as follows:

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- (c) Effect of Termination: In the event of termination due to the Grantee's, its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of eligible expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover

expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

## **Section 18. COMPLIANCE WITH APPLICABLE LAWS**

- (a) The Grantee, in performance of work under the Contract, must fully comply with all applicable federal, state, or local laws, rules and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("ACA"), and Executive Order No. 12-2015, *Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy*. Any subletting or subcontracting by the Grantee subjects subcontractors to the same requirements.
- (b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
- (c) The ACA requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for thirty (30) or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions of the ACA under Section 4980H, and otherwise satisfy the requirements of the ACA Section 4980 H if provided by the State.

## **Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING**

- (a) The Grantee, in accordance with Sections 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").
- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract.

## **Section 20. AVOIDANCE OF CONFLICT OF INTEREST**

- (a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

## **Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) days of Contract execution.

## **Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

## **Section 23. INSURANCE**

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials,

employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.

- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

## **Section 24. HOLD HARMLESS AND INDEMNIFICATION**

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services, or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

## **Section 25. DEFAULT**

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

**Section 26. DEBARMENT**

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

**Section 27. FORCE MAJEURE**

Neither party will be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**Section 28. SEPARABILITY**

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

**Section 29. ARBITRATION**

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

**Section 30. NO WAIVER OF BREACH**

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

**Section 31. JURISDICTION AND VENUE**

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees.

**Section 32. INTEGRATION**

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

**CITY OF MILES CITY:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

**ATTORNEY:**

*Dan Rice*  
\_\_\_\_\_  
Dan Rice, City Attorney

**MONTANA DEPARTMENT OF COMMERCE:**

\_\_\_\_\_  
Jennifer H. Olson, Administrator  
Community Development Division

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Implementation Schedule**

| <b>TASK</b>  | <b>MONTH / YEAR</b>   |
|--|-----------------------|
| <b>PROJECT START UP</b>  |                       |
| Preparation of MDOC Contract                                   | December 2018         |
| <b>PROCUREMENT FOR PROFESSIONAL SERVICES</b>                   |                       |
| Publish RFP  | Complete              |
| Select firm  | Complete              |
| Execute agreement with firm                                    | Complete              |
| <b>PROJECT IMPLEMENTATION</b>                                  |                       |
| Prepare Draft PER  | January - March 2019  |
| Submit interim Request for Funds and Draft PER                 | April – June 2019     |
| Public Review and Comment                                      | April – June 2019     |
| Finalize PER   | July - September 2019 |
| <b>PROJECT CLOSE OUT</b>                                       |                       |
| Submit final PER   | October - Dec 2019    |
| Submit final Request for Funds and Certification of Completion | October - Dec 2019    |
| Contract End Date  | March 2020            |



EXHIBIT B  
Budget

|                                   | <b>SOURCE:<br/>TSEP</b> | <b>SOURCE:<br/>City of<br/>Miles City</b> | <b>TOTAL:</b> |
|-----------------------------------|-------------------------|---|---------------|
| Professional Engineering Services | \$15,000                | \$15,000                                  | \$30,000      |

**RESOLUTION NO. 4228**

**A RESOLUTION APPROVING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND JGA ARCHITECTS, PC, FOR SERVICES RELATED TO THE MILES CITY FIRE AND RESCUE PRELIMINARY ARCHITECTURAL REPORT PAR.**

**WHEREAS**, the City of Miles City has retained JGA Architects, PC, to provide certain architectural services related to the completion of a Preliminary Architectural Report for the construction or renovation of a new Fire Hall for the City of Miles City;

**AND WHEREAS**, an Amendment to the Professional Services Agreement entered into with JGA is necessary, to call for inclusion of law enforcement facilities and dispatch center in said project;

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

1. The "Amendment to the Professional Services Agreement" between the City and JGA, 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 12<sup>TH</sup> DAY OF FEBRUARY, 2019.**

---

John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk

# AIA<sup>®</sup> Document G802™ – 2017

## Amendment to the Professional Services Agreement

**PROJECT:** *(name and address)*  
Miles City Fire and Rescue PAR  
Miles City, Montana

**AGREEMENT INFORMATION:**  
Date: November 21, 2018

**AMENDMENT INFORMATION:**  
Amendment Number: 001  
Date: January 24, 2019

**OWNER:** *(name and address)*  
City of Miles City, Montana  
17 South 8th Street  
Miles City, Montana, 59301

**ARCHITECT:** *(name and address)*  
JGA Architects, PC  
3333 2nd Avenue North, Suite 160  
Billings, Montana, 59101

The Owner and Architect amend the Agreement as follows:

This Amendment will add the development of two PAR alternatives to be considered in the development of the Miles City Fire and Rescue Preliminary Architectural Report (PAR).

The Alternatives will include services as outlined below:

1. Architectural planning, assessment and conceptual design and costing for a new joint Fire/Law Enforcement Facility - \$4,222.00
2. Architectural planning, review, assessment and conceptual addition/renovation design and costing for a stand alone Police Department Facility, plus 2,400 square foot Regional Dispatch Center in an existing building to be determined - \$4,222.00
3. Hazardous Building Materials review and assessment for the building in item 2 above - \$5,445.00
4. Mechanical and Electrical Systems review and assessment for the building in item 2 above - \$6,501.00
5. Total Amendment Services - **\$19,994.00**

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
Additional Services as outlined above - \$19,994.00

Schedule Adjustment:  
Schedule remains unchanged

**SIGNATURES:**

JGA Architects, PC

**ARCHITECT** *(Firm name)*

City of Miles City, Montana

**OWNER** *(Firm name)*

**SIGNATURE**

Terral D. Sukut, AIA,  
President/Project Manager

**PRINTED NAME AND TITLE**

January 24, 2019

**DATE**

**SIGNATURE**

John Hollowell, Mayor

**PRINTED NAME AND TITLE**

**DATE**

**RESOLUTION NO. 4229**

**A RESOLUTION REQUESTING DISTRIBUTION OF  
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

**WHEREAS**, the Bridge and Road Safety and Accountability Account created by HB 473 requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

**WHEREAS**, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

**WHEREAS**, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

**WHEREAS**, a description of the projects to be funded are detailed in Appendix A and,

**WHEREAS**, the local match for the allocated funds are identified in Appendix B.

**THEREFORE, NOW BE IT RESOLVED THAT:**

1. City of Miles City requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified in Appendix A.
2. That the Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may be necessary to facilitate the distribution of said funds.

**Adopted this 12th day of February, 2019.**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of the City of Miles City

## **Appendix A**

The Darling Addition Project will involve the reconstruction of city streets and intersections, water mains, sanitary sewers and storm drain utilities. There will also be ADA curb corners installed, curbing replaced and fire hydrants. The project is located in the Darling Addition of Miles City in the general area between Main St. and Stower St. and between S. Custer Ave. and S. Merriam Ave. This project will be phased over a three year span to allow the Public Works and Utilities to budget and complete this project. This project will address a failing storm sewer system with inadequate drainage, improve sewer lines and upgrade the water lines so they are capable of enough flow to have enough pressure from the fire hydrants to protect the property's in this area.

## Appendix B

06/30/18  
16:08:08

CITY OF MILES CITY  
Expenditure Budget by Org Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 61 of 76  
Report ID: B240A1

| Account Object |                         | Actuals |       |       |        | Current | %    | Prelim. | Budget  | Final   | % Old  |
|----------------|-------------------------|---------|-------|-------|--------|---------|------|---------|---------|---------|--------|
|                |                         | 14-15   | 15-16 | 16-17 | 17-18  | Budget  | Exp. | Budget  | Changes | Budget  | Budget |
| 95 HB473       |                         |         |       |       |        |         |      |         |         |         |        |
| 2821           | HB473- Fuel Tax         |         |       |       |        |         |      |         |         |         |        |
| 430233         | Roadway/Re-surfacing    |         |       |       |        |         |      |         |         |         |        |
| 935            | HB473 Tax Match Program |         |       |       | 65,816 | 71,207  | 92%  | 101,785 |         | 101,785 | 142%   |
|                | Needs updated           |         |       |       |        |         |      |         |         |         |        |
|                | Account:                |         |       |       | 65,816 | 71,207  | 92%  | 101,785 | 0       | 101,785 | 142%   |
|                | Fund:                   |         |       |       | 65,816 | 71,207  | 92%  | 101,785 | 0       | 101,785 | 142%   |
|                | Orgn:                   |         |       |       | 65,816 | 71,207  | 92%  | 101,785 | 0       | 101,785 | 142%   |

FINAL

## Appendix B

08/30/18  
16:07:30

CITY OF MILES CITY  
Revenue Budget Report -- MultiYear Actuals  
For the Year: 2018 - 2019

Page: 24 of 40  
Report ID: B250

2821 HB473- Fuel Tax

| Account                           | Actuals |       |       |        | Current | %     | Prelim. | Budget | Final   | % Old  |
|-----------------------------------|---------|-------|-------|--------|---------|-------|---------|--------|---------|--------|
|                                   | 14-15   | 15-16 | 16-17 | 17-18  | Budget  | Rec.  | Budget  | Change | Budget  | Budget |
|                                   |         |       |       |        | 17-18   | 17-18 | 18-19   | 18-19  | 18-19   | 18-19  |
| 330000 INTERGOVERNMENTAL REVENUES |         |       |       |        |         |       |         |        |         |        |
| 335041 HB473                      |         |       |       | 65,816 | 67,816  | 97%   | 96,938  |        | 96,938  | 142%   |
| % Not accurate 5/18/18            |         |       |       |        |         |       |         |        |         |        |
| Group:                            |         |       |       | 65,816 | 67,816  | 97%   | 96,938  | 0      | 96,938  | 142%   |
| 380000 OTHER FINANCING SOURCES    |         |       |       |        |         |       |         |        |         |        |
| 383000 Interfund Operating        |         |       |       | 3,291  | 3,391   | 97%   | 4,847   |        | 4,847   | 142%   |
| 5% of match from SID#204          |         |       |       |        |         |       |         |        |         |        |
| Group:                            |         |       |       | 3,291  | 3,391   | 97%   | 4,847   | 0      | 4,847   | 142%   |
| Fund:                             |         |       |       | 69,107 | 71,207  | 97%   | 101,785 | 0      | 101,785 | 142%   |

FINAL

**RESOLUTION NO. 4230**

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF A CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF MILES CITY AND RUSSELL E. VAN DYKE TO MIKE MILLER FOR THE LEASE OF MOBILE HOME SPACE IN BENDER PARK.**

**WHEREAS**, the CITY currently leases certain property within Bender Park to Russell E. Van Dyke for use as a mobile home space pursuant to a lease agreement dated January 24, 2017 (the "Lease Agreement"), as approved by Resolution No. 4026;

**AND WHEREAS**, Russell E. Van Dyke intends to sell said mobile home to Mike Miller and Russell E. Van Dyke and Mike Miller desire that the CITY approve assignment of said Lease Agreement;

**AND WHEREAS**, an "Assignment of Lease Agreement" between the parties has been prepared and presented to the City Council for approval.

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

That the "Assignment of Lease Agreement" attached hereto as Exhibit "A," and made a part hereof, is hereby approved by the City Council of the City of Miles City.

**PASSED AND ADOPTED BY A 2/3 VOTE** of the City Council this 12<sup>th</sup> day of February, 2019.

By: \_\_\_\_\_  
John Hollowell, Mayor

**Attest:**

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



**ASSIGNMENT OF LEASE AGREEMENT**

This ASSIGNMENT, made and entered into this 12<sup>th</sup> day of February, 2019, by and between the City of Miles City, Montana, a Montana municipal corporation, of 17 S. 8<sup>th</sup> Street, Miles City, Montana 59301, hereinafter "CITY," Russell E. Van Dyke, of 907 Doeden Ave, Miles City, Montana, hereinafter "ASSIGNOR," and Mike Miller, of 712 Woodbury, Miles City, Montana, hereinafter "ASSIGNEE,"

**WHEREAS**, the CITY currently leases certain property within Bender Park to ASSIGNOR for use as a mobile home space pursuant to a lease agreement dated January 24, 2017 (the "Lease Agreement"), as approved by Resolution No. 4026

**AND WHEREAS**, ASSIGNOR intends to sell said mobile home to ASSIGNEE, and ASSIGNOR desires to assign his interest in said Lease Agreement with CITY to ASSIGNEE, which requires approval of CITY;

**AND WHEREAS**, ASSIGNEE has agreed to comply with all conditions of said Lease Agreement, and such additional conditions required by CITY as are set forth in this Assignment;

**NOW, THEREFORE**, the parties hereto mutually covenant and agree as follows:

**ASSIGNMENT**

The ASSIGNOR hereby assigns, and the CITY hereby approves, the Lease Agreement between CITY and Russell E. Van Dyke dated January 24, 2017, as approved by Resolution No. 4026, to ASSIGNEE, contingent upon ASSIGNEE purchasing the mobile home which is situated upon the leasehold from ASSIGNOR. ASSIGNEE agrees to be bound by all conditions of said Lease Agreement, to include the requirement that ASSIGNEE report any unusual or illegal activities which he observes within the Bender Park area.

**ADDITIONAL CONDITIONS AND TERMS**

ASSIGNEE agrees to pay monthly rent in the amount of \$150.00, payable in advance, on the 1<sup>st</sup> day of each month, as well as a security deposit in the amount of \$150.00, which is to be held by the CITY until such time as ASSIGNEE vacates the property.

ASSIGNEE may sublease the property to a tenant, however, such sublease shall not relieve ASSIGNEE of any obligations under the Lease Agreement.

The leasehold area for this lease is depicted in the attached Exhibit "A." The maintenance area for this lease is depicted in the attached Exhibit "B."

ASSIGNEE agrees to be responsible for and pay all unpaid rent for the property which accrued during ASSIGNOR'S period of tenancy.

All other provisions of the Lease Agreement shall remain unchanged.

Exhibit "A"

**IN WITNESS WHEREOF**, the parties hereto have executed this ASSIGNMENT OF LEASE AGREEMENT the date and year first hereinabove written.

**CITY OF MILES CITY:**

By: \_\_\_\_\_  
John Hollowell, Mayor

**Attest:**

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

**ASSIGNOR:**

\_\_\_\_\_  
Russell E. Van Dyke

**ASSIGNEE:**

\_\_\_\_\_  
Mike Miller

**EXHIBIT "A"**  
**LEASED AREA**



**EXHIBIT "B"**  
**MAINTAINENCE AREA**



January 10, 2019

4026

Dear Mr. Hollowell,

My name is Russell Van Dyke, you may not remember me, but I am the man who rents the property on the corner of Bender Park by the animal shelter.

I am writing this to inform you of my intention to sell the trailer to Mike Miller, an officer at Pine Hills Youth Corrections center. It will be being used for storage and no one will be living in the trailer.

My bill with the city will be settled by the end of the month and Mr. Miller will be taking possession on the first of February. He is aware he will have to maintain the property and will be receiving a lease agreement from the city. He is also aware the city has to approve the lease. If the city doesn't, I will keep the lease and arrange to have the property maintained in my absence. I will have all my items removed and the property cleaned up before I turn over the trailer to him. I am putting his phone number at the bottom as well in case you would like to contact him.

I will be leaving Miles City for several months on February 16th, but my home address will remain unchanged and any correspondence will be forwarded to me.

Thank you,



Russell E. Van Dyke  
907 Doeden Ave.  
Miles City, MT. 59301  
406-853-5004

712 Woodbury

Mike Miller  
406-851-8357

## RESOLUTION NO. 4231

### A RESOLUTION AUTHORIZING CERTAIN OFFICERS OF THE CITY OF MILES CITY AS SIGNATORIES UPON BANK ACCOUNTS OF THE CITY OF MILES CITY AT STOCKMAN BANK

*WHEREAS*, the City of Miles City, pursuant to authorization of the City Council, maintains the following designated accounts at Stockman Bank, 700 Main Street, Miles City, Montana, to-wit:

City of Miles City General Fund  
City of Miles City ACH Account  
City of Miles City restricted Account  
City of Miles City Airport Account  
City of Miles City Payroll Account

*AND WHEREAS* the City of Miles City desires to authorize certain officers of the City of Miles City to sign Accounts Agreements for such accounts and to sign checks and other withdrawals from such accounts;

*NOW THEREFORE BE IT RESOLVED* by the City Council of the City of Miles City, Montana, as follows:

1. It does hereby authorize ANY TWO to the following named officers, to wit:

Mayor: John Hollowell

City Treasurer: John Moorehead

City Clerk: Lorrie Pearce or Deputy City Clerk: Mary Roberts

to execute Account Agreements and to sign checks and other withdrawals from the following accounts of the City of Miles City maintained at Stockman Bank, Miles City, Montana:

City of Miles City General Fund  
City of Miles City ACH Account  
City of Miles City Restricted Account  
City of Miles City Airport Account  
City of Miles City Payroll Account

2. All prior corporate authorizations as to the above accounts are hereby revoked.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2019.**

---

John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk

**RESOLUTION NO. 4232**

**A RESOLUTION APPROVING THE DONATION OF A 2004 FORD CROWN VICTORIA TO MILES CITY PUBLIC SCHOOLS FOR USE AS A SCHOOL SAFETY OFFICE VEHICLE.**

**WHEREAS**, the City of Miles City owns a vehicle described as: 2004 Ford Crown Victoria, white in color, VIN: 2FAHP71W14X135043, with approximately 129,150 miles;

**AND WHEREAS**, the City desires to donate the same to the Miles City Public School system, for use as a school safety officer vehicle;

**AND WHEREAS**, Superintendent Keith Campbell, on behalf of the school system, has indicated that the school system is willing to accept title to and responsibility for said vehicle;

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

1. The following vehicle is hereby donated to the Miles City Public School system, and title will be transferred and titled pursuant to the direction of Superintendent Keith Campbell: 2004 Ford Crown Victoria, VIN: 2FAHP71W14X135043.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said vehicle title on behalf of the City of Miles City to effectuate said transfer.

**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 12<sup>TH</sup> DAY OF FEBRUARY, 2019.**

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

ATTEST:

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



**RESOLUTION NO. 4233**

**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 12<sup>TH</sup> DAY OF NOVEMBER, 2019.**

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

ATTEST:

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



## CITY OF MILES CITY

Agenda Item #13.F  
Council Meeting Date: February 12, 2019  
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

---

**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.

---

**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:** 1 Year – July 1, 2018 – June 30, 2019

**Minor Updates throughout the CBA:**

- Grammar, punctuation, spelling
- Reformatted page numbering

**Changes from the previous agreement include:**

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. 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 Resources 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. 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 firefighters base will simplify the process of calculation Ranks and Incentive/Stipend. 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.

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.

Item 4 Standby Pay Item d. regarding Fire Inspector/Deputy Fire Inspector 1-1/2x's pay has been deleted.

**Changes to Addendum B – Health Insurance**

Item 2 was changed to read “Health insurance premiums are subject to review annually and may be changed annually based on current market trends.”

**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, 2019**

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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 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 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, Principals 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. Certified as FFI, FFII, and Driver-Operator levels.
2. Lieutenant: Five years as a fully paid and full-time member of the Fire Department and be currently certified at FFI, FFII, and Driver-Operator levels, 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.

3. Captain: Be currently certified as a FFI, FFII, and Driver-Operator completed the following IFSTA Manuals, Command and Control 1 and 2, and Fire Officer 1 and 2.
  4. Battalion Chief: Two years previous Captain's rank, currently certified at the Miles City Fire Officer 1 level, 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 at the Miles City Fire Officer I and Miles City Fire Instructor I levels. Obtain Live Fire Instructor and Modern Fire Attack Instructor 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 Fire Investigation Essentials or Fire Inspection Principals 1 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 Resources 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. Proportion- ate vacation leave credits will be earned and credited at the end of each pay period. How- ever, 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 one year 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 2019. 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, 2019

| POSITION                                | Base Wage     |                    |
|---|---------------|--------------------|
| PROBATIONARY FIREFIGHTER                | \$            | 3,081.26           |
| CONFIRMED FIREFIGHTER                   | \$            | 3,237.78           |
|   |               |                    |
| RANKS                                   | % of the Base |                    |
| FF1                                     | \$            | 152.18      4.70%  |
| FF2                                     | \$            | 203.98      6.30%  |
| Driver Operator                         | \$            | 524.52      16.20% |
| Lieutenant                              | \$            | 592.51      18.30% |
| Captain                                 | \$            | 709.07      21.90% |
| Battalion Chief                         | \$            | 1,295.11    40.00% |
|   |               |                    |
| Incentive/Stipend Pay                   | % of the Base |                    |
| EMT                                     | \$            | 90.66      2.80%   |
| EMT w/All MT State Endorsements         | \$            | 161.89      5.00%  |
| AEMT                                    | \$            | 239.60      7.40%  |
| Paramedic                               | \$            | 291.40      9.00%  |
| Critical Care Paramedic                 | \$            | 388.53      12.00% |
| EMS Training Officer                    | \$            | 301.11      9.30%  |
| Fire Training Officer                   | \$            | 301.11      9.30%  |
| Inspector                               | \$            | 301.11      9.30%  |
| Deputy Inspector                        | \$            | 152.18      4.70%  |
| Instructor                              | \$            | 22.66      0.70%   |
|   |               |                    |
| Probationary FF - Out of Town Transfers | % of the Base |                    |
| EMT                                     | \$            | 92.44      3%      |
| EMT w/Endorsements & AEMT               | \$            | 123.25      4%     |
| Paramedic                               | \$            | 154.06      5%     |
| Critical Care Paramedic                 | \$            | 184.88      6%     |
|   |               |                    |
| Confirmed FF Out of Town Transfers      | % of the Base |                    |
| EMT                                     | \$            | 97.13      3%      |
| EMT w/Endorsements & AEMT               | \$            | 129.51      4%     |
| Paramedic                               | \$            | 161.89      5%     |
| Critical Care Paramedic                 | \$            | 194.27      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. 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 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. 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.

## ADDENDUM B – HEALTH INSURANCE

- 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       |

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



**RESOLUTION NO. 4234**

**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 12<sup>TH</sup> DAY OF FEBRUARY, 2019.**

---

John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



# CITY OF MILES CITY

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Agenda Item #13.G  
Council Meeting Date: February 12, 2019  
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

---

**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.
- 

**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 January 8, 2019. The previous terms agreed upon by the Mayor and the Union failed to pass at the City Council Meeting held on November 13, 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.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:**

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.

**Added Addendum B – Heavy Equipment Operator Program**

This addendum was added to meet safety requirements when evaluating for proficiency in operating heavy equipment. The program provides a means for employees to improve in their equipment operating skills and provides for a wage increase when an employee becomes proficient in operating a piece of heavy equipment used by the City.

**Addendum C – Grievance Report Form**

No change.

**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, 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

283A COLLECTION BARGAINING AGREEMENT

JULY 1, 2018 – JUNE 30, 2019

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283A COLLECTION 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.

- 3. 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**

- 1. 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.
- 3. 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.

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 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 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
3. 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.
2. 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

| <b>PUBLIC WORKS AND PUBLIC UTILITIES</b>   |                   |           |            |             |             |
|--|-------------------|-----------|------------|-------------|-------------|
| <b>Employed Prior to 7/01/2018</b>   |                   |           |            |             | Base Wage   |
| Operator   | 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    |
| Operator - Customer Service  | N/A               | N/A       | N/A        | N/A         | \$ 20.37    |
| Operator - Mechanic  | N/A               | N/A       | N/A        | N/A         | \$ 20.69    |
| Mechanic   | N/A               | N/A       | N/A        | N/A         | \$ 21.62    |
| <b>Employed After 7/01/2018</b>  |                   |           |            |             |             |
|  | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Operator - CDL   | \$ 15.00          | \$ 15.95  | \$ 16.58   | \$ 17.22    | \$ 17.85    |
| Operator - Front End Loader  | N/A               | \$ 16.23  | \$ 17.05   | \$ 17.68    | \$ 18.69    |
| Operator - Loader/Backhoe  | N/A               | \$ 16.51  | \$ 17.52   | \$ 18.52    | \$ 19.53    |
| Operator - Loader/Backhoe/Excavator or Motor grader  | N/A               | \$ 16.79  | \$ 17.98   | \$ 19.18    | \$ 20.37    |
| Operator   | N/A               | N/A       | \$ 21.42   | \$ 22.48    | \$ 23.53    |
| Operator   | \$ 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         |
| <b>SEWER/WASTEWATER TREATMENT PLANTS - PUBLIC UTILITIES</b>                                  |                   |           |            |             |             |
| <b>Employed Prior to 7/01/2018</b>   |                   |           |            |             | Base Wage   |
| Operator/Wastewater (1st 6 Months of Initial Employment) Probation                           | N/A               | N/A       | N/A        | N/A         | \$ 16.76    |
| Operator/Wastewater Operator Probationary (After 6 months initial employment probation)      | N/A               | N/A       | N/A        | N/A         | \$ 20.05    |
| Operator/Wastewater Operator 1st Test Passed   | N/A               | N/A       | N/A        | N/A         | \$ 20.05    |
| Operator/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     |
| <b>Employed After 7/01/2018</b>  |                   |           |            |             |             |
|  | Probationary Wage | 7th Month | 61st Month | 121st Month | 181st Month |
| Operator/Wastewater (1st 6 Months of Initial Employment) Probation                           | \$ 16.00          | N/A       | N/A        | N/A         | N/A         |
| Operator/Wastewater Operator Probationary (After 6 months initial employment probation)      | N/A               | \$ 16.93  | N/A        | N/A         | N/A         |
| Operator /Water Treatment Operator Requires DEQ Test Passed                                  | N/A               | \$ 17.75  | \$ 18.57   | N/A         | N/A         |
| Operator /Water 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     |
| <b>STIPENDS - ADDED TO TOTAL HOURLY WAGE W/DIRECTOR</b>                                      |                   |           |            |             |             |
| <b>PROFESSORIAL OR CERTIFICATION</b>   |                   |           |            |             |             |
|  | 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     |
| <b>LIBRARY</b>   |                   |           |            |             |             |
| <b>Employed Prior to 7/01/2018</b>   |                   |           |            |             | 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>JUDICIAL 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  
 1st 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

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:

|  | <u>Maximum Base Pay</u> |
|--|-------------------------|
| 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 "B"  
 Heavy Equipment Operator Program  
 Evaluation Sheet  
 Front End Loader

Operator Name: \_\_\_\_\_

|   |
|---|
| <b>Initial Training</b>                         |
| Read Operators Manual                           |
| Location & Function of Safety Devises/Equipment |
| Walk Around Inspection                          |
| Critical Wear Areas                             |
| Daily Lubrication / Maintenace Checks           |

| Competent |  | Competent Operator |  |     |    |
|-----------|--|--------------------|--|-----|----|
|           |  |                    |  | Yes | No |
|           |  |                    |  |     |    |
|           |  |                    |  |     |    |
|           |  |                    |  |     |    |
|           |  |                    |  |     |    |
|           |  |                    |  |     |    |

**Specific Task Training**

|   |
|---|
| <b>Push up spoils piles, sweepings, snow piles etc.</b> |
| Needs more training                                     |
| Competently performs tasks                              |
| Hours this session                                      |
| Comments  |
| <b>Load Trucks</b>                                      |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|                            |
|----------------------------|
| <b>Dirt Bucket</b>         |
| Needs more training        |
| Competently performs tasks |
| Hours this session         |
| Comments                   |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|                            |
|----------------------------|
| <b>Snow bucket</b>         |
| Needs more training        |
| Competently performs tasks |
| Hours this session         |
| Comments                   |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|  |
|--|
| <b>Operate around asphalt recycler preparing asphalt</b> |
| Needs more training                                      |
| Competently performs tasks                               |
| Hours this session                                       |
| Comments   |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|   |
|---|
| <b>Cut, level , backdrag and prep with bucket</b> |
| Needs more training                               |
| Competently performs tasks                        |
| Hours this session                                |
| Comments  |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|  |
|--|
| <b>Operate snow blower / Forks / Stinger</b> |
| Needs more training                          |
| Competently performs tasks                   |
| Hours this session                           |
| Comments                                     |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

|                            |
|----------------------------|
| <b>Cut snow &amp; Ice</b>  |
| Needs more training        |
| Competently performs tasks |
| Hours this session         |
| Comments                   |

| Hrs. | Competent |    | Competent Operator |           |
|------|-----------|----|--------------------|-----------|
|      | Yes       | No | Date               | Signature |
|      |           |    |                    |           |
|      |           |    |                    |           |

**HEO Certification**

Operator's Signature \_\_\_\_\_  
 Competent Operator/Trainer Signature \_\_\_\_\_  
 Department Director Signature \_\_\_\_\_

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

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

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.

III. 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]:**

**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.

5. 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.
3. 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~~ \$: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.:

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.

3. 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.

2. 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.

Comment [LW6]: Ok'd by both parties  
5/29/18

## 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.
3. 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.
2. 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.
0. 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.
- 3. 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.
- 4. 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.

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 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 a separate check.

~~O. CDL'S: Both the City and the Union agreed that we would discuss language on the CDL'S next year.~~

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Comment [LW7]: 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

- 3. 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.

- D. 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

**Comment [LW8]:** Language added and ok'd by both parties 5/29/18

**Comment [LW9]:** Language change ok'd by both parties 5/29/18

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, 2014~~2018~~, 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.

Comment [LW10]: Parties discussed a possible 2 year term. Agreed to come back and discuss

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

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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

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