

**RESOLUTION NO. 4235**

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

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

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

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

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

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John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk



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

**From:** John Hollowell, Mayor

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

**Presented By:** John Hollowell, Mayor

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

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**Suggested Motion:**

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

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**Staff Recommendation:**

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

**Background:**

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

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

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

**Minor Updates throughout the CBA:**

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

**Changes from the previous agreement include:**

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

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

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

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

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

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

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

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

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

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

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

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

Article 5.E.2 – Job titles changed.

Article 6.B – Job title changed.

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

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

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

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

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

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

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

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

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

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

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

**Changes to Addendum A – Wages:**

**None**

**Alternatives:**

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

**EXHIBIT "A"**

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**CITY OF MILES CITY**

**and**

**MILES CITY POLICE DEPARTMENT**

**AFSCME LOCAL No. 283-B**

**July 1, 2018 through June 30, 2019**



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## ARTICLE 1 – RECOGNITION

### A. Recognition of Exclusive Representative:

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

### B. Union Leave and Communications:

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

## ARTICLE 2 - CITY RIGHTS

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



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

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

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

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

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

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

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

## ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

- B. Police Officers:

- 1. Work Day:

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

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

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

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

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

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

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

C. Dispatchers:

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

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

D. Civilian Employees:

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

E. Overtime:

1. Computation:
    - a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.
    - b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.
    - c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
    - d. Paid leaves shall be considered time worked for the purpose of calculating overtime.
  2. Authorization: Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
  3. Meetings: With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
  4. Compensatory Time: Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid. Police Officers may maintain a total of no more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time. One hour of what would otherwise be overtime will be credited as one and one-half hours of compensatory time. Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training. The City may from time to time cash out any or all accumulated compensatory time credits.
  5. Records: Each employee is responsible to submit reports, statements, etc., concerning an event during his/her previous tour of duty.
- F. Minimum Call Back: When an employee is called back to work and such is not connected to the beginning or end of the employee's regular shift, all work performed during such period shall be at time and one-half the employee's regular rate and shall be for a period of not less than two hours. All work assigned during such period shall be related to the particular purpose of the call back.

## ARTICLE 6 – SALARIES

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

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

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

A. Sick Leave:

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

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

B. Annual Vacation:

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

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

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

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

D. Medical Leave:

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

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

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

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

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

### ARTICLE 8 – HOLIDAYS

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

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

The Montana Legislature may establish other holidays.

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

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

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



1. Pistol Qualifications:

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

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

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

**ARTICLE 10 - EMPLOYEE FRINGE BENEFITS**

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

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

2. Health Insurance:

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

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

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

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

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

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

Dispatcher ..... \$125.00

### ARTICLE 11 - HEALTH AND SAFETY

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

### ARTICLE 12 - NEW POSITIONS & PROMOTIONS

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

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

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

3. Promotional Authority: The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.

4. Reasons and Appeal: If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

C. School Resource Officer: When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:

1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.
2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.
3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.
4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

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

A. Seniority:

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Severability: If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. Substitute Provisions: In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

**ARTICLE 18 – DURATION**

- A. Duration: This Agreement shall become effective July 1, 2018 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2019 and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
  
- B. Effect: This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
  
- C. Work Stoppage Prohibited: It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

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

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

\_\_\_\_\_  
Mayor

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

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





ADDENDUM "A"

A. Police Officers:

I. Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
0	19.58						
1	19.65	21.64					
2	19.72	21.71					
3	19.79	21.78	22.28				23.78
4	19.86	21.85	22.35				23.85
5	19.93	21.92	22.42	22.64			23.92
6	20.00	21.99	22.49	22.71			23.99
7	20.07	22.06	22.56	22.78			24.06
8	20.14	22.13	22.63	22.85	23.02		24.13
9	20.21	22.20	22.70	22.92	23.09		24.20
10	20.28	22.27	22.77	22.99	23.16	23.40	24.27
11	20.35	22.34	22.84	23.06	23.23	23.47	24.34
12	20.42	22.41	22.91	23.13	23.30	23.54	24.41
13	20.49	22.48	22.98	23.20	23.37	23.61	24.48
14	20.56	22.55	23.05	23.27	23.44	23.68	24.55
15	20.63	22.62	23.12	23.34	23.51	23.75	24.62
16	20.70	22.69	23.19	23.41	23.58	23.82	24.69
17	20.77	22.76	23.26	23.48	23.65	23.89	24.76
18	20.84	22.83	23.33	23.55	23.72	23.96	24.83
19	20.91	22.90	23.40	23.62	23.79	24.03	24.90
20	20.98	22.97	23.47	23.69	23.86	24.10	24.97

2. Rank:
  - a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
  - b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
  - c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
  - d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
  - e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.
  - f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
  - g. Previous Experience: The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.
2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to and including the 20th year.
3. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
4. Emergency Medical Technician: The following schedule is added to the wage and salary addendum:
  - a. Emergency Medical Responder (EMR) Certification: ..... \$20.00 per month
  - b. Emergency Medical Technician (EMT): .. \$50.00 per month
5. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical

fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.

6. Drug Task Force: An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	DISPATCHER 1	DISPATCHER 2	DISPATCHER 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
0	15.85				
1	15.92	16.95			
2	15.99	17.02			
3	16.06	17.09	18.20		
4	16.13	17.16	18.27		
5	16.20	17.23	18.34	18.54	
6	16.27	17.30	18.41	18.61	
7	16.34	17.37	18.48	18.68	
8	16.41	17.44	18.55	18.75	19.47
9	16.48	17.51	18.62	18.82	19.54
10	16.55	17.58	18.69	18.89	19.61
11	16.62	17.65	18.76	18.96	19.68
12	16.69	17.72	18.83	19.03	19.75
13	16.76	17.79	18.90	19.10	19.82
14	16.83	17.86	18.97	19.17	19.89
15	16.90	17.93	19.04	19.24	19.96
16	16.97	18.00	19.11	19.31	20.03
17	17.04	18.07	19.18	19.38	20.10
18	17.11	18.14	19.25	19.45	20.17
19	17.18	18.21	19.32	19.52	20.24
20	17.25	18.28	19.39	19.59	20.31

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	ANIMAL CONTROL 1	ANIMAL CONTROL 2	ANIMAL CONTROL 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
0	16.04				
1	16.11	19.08			
2	16.18	19.15			
3	16.25	19.22	19.31		
4	16.32	19.29	19.38		
5	16.39	19.36	19.45	19.88	
6	16.46	19.43	19.52	19.95	
7	16.53	19.50	19.59	20.02	
8	16.60	19.57	19.66	20.09	20.45
9	16.67	19.64	19.73	20.16	20.52
10	16.74	19.71	19.80	20.23	20.59
11	16.81	19.78	19.87	20.30	20.66
12	16.88	19.85	19.94	20.37	20.73
13	16.95	19.92	20.01	20.44	20.80
14	17.02	19.99	20.08	20.51	20.87
15	17.09	20.06	20.15	20.58	20.94
16	17.16	20.13	20.22	20.65	21.01
17	17.23	20.20	20.29	20.72	21.08
18	17.30	20.27	20.36	20.79	21.15
19	17.37	20.34	20.43	20.86	21.22
20	17.44	20.41	20.50	20.93	21.29

- 1.. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment
- 2.. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
3. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
4. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.
5. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
- 6 Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
7. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

C. Recognition for Training and Education:

1. An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
  - a. POST Intermediate ..... \$25.00 each month
  - b. POST Advanced ..... \$50.00 each month
2. An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

**GRIEVANCE REPORT FORM**

MILES CITY, MONTANA

POLICE DEPARTMENT

Page 1 of 2

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

**STATEMENT OF GRIEVANCE:**

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

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

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

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

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

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

*use additional sheets if necessary*

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

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

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

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

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

**CHIEF OF POLICE'S RESPONSE:**

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

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

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

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



ADDENDUM B -GRIEVANCE REPORT FORM

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

Page 2 of 2

**GRIEVANT'S RESPONSE:**

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

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

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

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

**MAYOR'S RESPONSE:**

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

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

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

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

**GRIEVANT'S RESPONSE:**

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

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

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

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

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

**CITY COUNCIL'S RESPONSE:**

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

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

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

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

## ARTICLE 1 – RECOGNITION

### A. Recognition of Exclusive Representative:

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

### B. Union Leave and Communications:

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

## ARTICLE 2 - CITY RIGHTS

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

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

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

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

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

### ARTICLE 4 - PROHIBITED PRACTICES

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

- C. Other Labor Groups Prohibited: The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.
- D. Discrimination: No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

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

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

- 1. Work Day:

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

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

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

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

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

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

- c. Unless duty intervenes, Officers may take a 30 minute rest break and a 30 minute meal break, as scheduled by the City.

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

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

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

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

C. Dispatchers:

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

Day Shift:	7:00 a.m. to 37:00 p.m.
Afternoon Night Shift:	37:00 p.m. to 117:00 p.m.
Night Mid Shift :	11:00 p.m. to 79:00 a.m.

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

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

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3. ~~The shifts will consist of the following:~~

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- a. ~~Day Shift 1/Night Shift 1~~

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

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

- b. ~~Day Shift 2/Night Shift 2~~

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

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

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

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

3. ~~Rotation:~~

- a. ~~Full-time: Dispatchers will bid on available shifts based on seniority. There will be four shift rotations, which rotate in order of nights, afternoons, and days. The first shift rotates three nights, five afternoons, and four days. The second shift rotates four nights, three afternoons, and five days. The third and fourth shift rotate five nights, four afternoons, and three days.~~

- b. ~~Part-time: The part-time dispatcher schedule will normally, in each 18-day period, rotate one~~

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

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

D. Civilian Employees:

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

E. Overtime:

1. Computation:

a. Police Officers: All hours that an Officer works over 40 in any work week, shall be considered overtime.

b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime.

b.c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.

e.d. Paid leaves shall be considered time worked for the purpose of calculating overtime.

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

accumulated compensatory time credits.

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

#### ARTICLE 6 – SALARIES

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

#### ARTICLE 7 - LEAVES OF ABSENCE

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

employee.

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

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

B. Annual Vacation:

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

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

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

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

D. Medical Leave:



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

**ARTICLE 8 – HOLIDAYS**

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

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

The Montana Legislature may establish other holidays.

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

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

**ARTICLE 9 - HEALTH EXAMINATIONS AND REQUIREMENTS**

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

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

C. Physical Fitness Standards:

1. Physical Fitness Standards Established: The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the ~~"Denver/Standard Model"~~ Montana Physical Abilities Test (MPAT) as posted by the City.

2. Medical Waiver: Upon the receipt of medical verification from a licensed physician, an employee may receive a medical waiver for noncompliance to a particular element of the physical fitness standard. The Department shall reserve the right, subject to the physician's approval, to offer a substitute physical fitness standard of comparable measurements.

3. Assessments Required: Each employee will be required to demonstrate their compliance with the Department's physical fitness standards at least once every year. Physical fitness assessments will be

completed by October 31 annually.

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

a. Noncompliance Process:

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

D. Schools and Pistol Qualifications:

1. Pistol Qualifications:

- a. The employees are free to attend and participate in the Department Semi-annual Pistol Qualifications and all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools or qualifications shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.
  - b. Officers will be scheduled for pistol qualifications while on-duty. All officers will be required to qualify. Scores shall be kept by the Lieutenant on shift.
2. CPR Certification: Employees are required as a condition of their employment to obtain and maintain a certificate attesting to the employee's ability to perform emergency Cardiopulmonary Resuscitation techniques. The employee's certification must be from the American Heart Association or comparable certificate approved by the Chief of the Department. In the event that an employee lets his/her CPR Certification expires, he/she will be given 30 days to renew the certification.

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

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**ARTICLE 10 - EMPLOYEE FRINGE BENEFITS**

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

1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.
2. Health Insurance:
  - a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
  - b. ~~Addition to Wage Schedule: The Union requested and the City agreed, that a maximum of \$250.00 of the City's contribution to the insurance program over that required to pay the single premium will be added to the wage schedule after negotiated increases to that schedule are calculated, and individual employees will have the option to individually pay to cover additional family members or to purchase other insurance.~~
3. ~~The City reserves the right to effect such changes as in its judgment are necessary or desirable; however, the effectuation of such changes, if any, shall not result in any employee covered hereby in paying a greater proportionate share of the total cost than was paid on the execution date of this Agreement.~~

- B. Retirement: The City and employees are bound by Title 19, Chapter 9, MCA
- C. Equipment Provided: The City will provide, maintain, and replace hardware and equipment authorized by the Department, excluding uniforms, for use of employees in their employment.
- D. Department Ammunition: The City shall furnish each employee with all qualification and duty ammunition for all departmental issued weapons, subject to department policy.
- E. Uniform Allowance: There shall be paid on September 4<sup>15</sup> and March 4<sup>15</sup> each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties:

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

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

**ARTICLE 11 - HEALTH AND SAFETY**

- A. Industrial Insurance Required: The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry industrial insurance on all employees. Employees are directed to report all personal injuries received in the course of employment. No employee shall be required to work with unsafe equipment, nor to work patrol without a firearm unless mutually agreed to the contrary.
- B. Employee Losses: When loss or damage is caused as a result of employment, the City will provide just compensation for destruction of uniforms, personal prosthetic devices, and management approved, required items upon the incident having been reported to the employee's immediate supervisor prior to the end of the shift during which the incident occurred and a claim being made to the City within 72 hours of the incident, and providing that such loss or damage was not due to the negligence of the employee.

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

**ARTICLE 12 - NEW POSITIONS & PROMOTIONS**

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

- Location and title of position to be filled;
- 1. A listing of the principal duties of the position;
- 2. Minimum qualifications;
- 3. Current assigned hours of service;
- 4. Current assigned days of rest;
- 5. Salary range of the position;
- 6. Starting date of the assignment;
- 7. Last date when applications will be received and accepted;
- 8. With whom the applications shall be filed.

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Comment [LW5]: New Promotional Procedure proposed

B. Promotional Procedure:

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

number of Officers rating the applicant.

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

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

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

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3. Promotional Authority: The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.

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4. Reasons and Appeal: If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

C. School Resource Officer: When the Chief of Police assigns an Officer to act as a School Resource Officer (SRO), the following provisions shall apply:

1. The Chief of Police shall determine the SRO's work schedule, which shall normally be a 40-hour work week based on an average eight hours per day during an average five day school week. Overtime earned by the SRO shall be converted to compensatory time to the limit allowed under the Fair Labor Standards Act.

2. The SRO shall, to the extent possible, limit his/her requests for use of leaves to those times when school is not in session.

3. The Officer shall inform the Chief of Police of extracurricular school activities and in addition to his/her regular work schedule, attend those the Chief determines to be appropriate. The SRO shall also, with advance permission of the Chief of Police, plan and attend school activities and meetings to promote the SRO program.

4. All provisions of the Collective Bargaining Agreement, not modified in this Section, shall be effective except where the SRO and Chief of Police may agree from time to time.

## ARTICLE 13 -SENIORITY, LAYOFF AND RECALL

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

#### ARTICLE 14 - DISCIPLINE AND DISCHARGE

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

#### ARTICLE 15-GRIEVANCE AND ARBITRATION PROCEDURES

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



parties shall be settled in the following manner:

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

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

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

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

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

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

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

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

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

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

- A. Severability: If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal Law, the remainder of this Agreement shall not hereby be affected or invalidated.
- B. Substitute Provisions: In the event of any of these provisions being declared illegal, the parties shall meet and negotiate a substitute provision within five days.

**ARTICLE 18 – DURATION**

- A. Duration: This Agreement shall become effective July 1, 2018 or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2020<sup>19</sup> and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. Effect: This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. Work Stoppage Prohibited: It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

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

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

\_\_\_\_\_  
Mayor

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

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

ADDENDUM "A"

A. Police Officers:

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1. Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	PATROL	SENIOR PATROL	MASTER PATROL 1	MASTER PATROL 2	MASTER PATROL 3	SERGEANT
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61th month	Beginning with 97th month	Beginning with 121th month	Requires appointment
0	19.58						
1	19.65	21.64					
2	19.72	21.71					
3	19.79	21.78	22.28				23.78
4	19.86	21.85	22.35				23.85
5	19.93	21.92	22.42	22.64			23.92
6	20.00	21.99	22.49	22.71			23.99
7	20.07	22.06	22.56	22.78			24.06
8	20.14	22.13	22.63	22.85	23.02		24.13
9	20.21	22.20	22.70	22.92	23.09		24.20
10	20.28	22.27	22.77	22.99	23.16	23.40	24.27
11	20.35	22.34	22.84	23.06	23.23	23.47	24.34
12	20.42	22.41	22.91	23.13	23.30	23.54	24.41
13	20.49	22.48	22.98	23.20	23.37	23.61	24.48
14	20.56	22.55	23.05	23.27	23.44	23.68	24.55
15	20.63	22.62	23.12	23.34	23.51	23.75	24.62
16	20.70	22.69	23.19	23.41	23.58	23.82	24.69
17	20.77	22.76	23.26	23.48	23.65	23.89	24.76
18	20.84	22.83	23.33	23.55	23.72	23.96	24.83
19	20.91	22.90	23.40	23.62	23.79	24.03	24.90
20	20.98	22.97	23.47	23.69	23.86	24.10	24.97

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2. Rank:

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

2. Longevity: In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to and including the 20th year.

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

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

- a. First Emergency Medical Responder (EMR) Certification: ..... \$20.00 per month
- b. Emergency Medical Technician (EMT): .. \$50.00 per month

5. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical

fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.

- 56. Drug Task Force: An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.

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B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2018

YEARS OF SERVICE	PROBATION	CONFIRMED	DISPATCHER 1	DISPATCHER 2	DISPATCHER 3
	First 12 months of continuous employment	Beginning with 13th month	Beginning with 37th month	Beginning with 61st month	Beginning with 97th month
0	15.85				
1	15.92	16.95			
2	15.99	17.02			
3	16.06	17.09	18.20		
4	16.13	17.16	18.27		
5	16.20	17.23	18.34	18.54	
6	16.27	17.30	18.41	18.61	
7	16.34	17.37	18.48	18.68	
8	16.41	17.44	18.55	18.75	19.47
9	16.48	17.51	18.62	18.82	19.54
10	16.55	17.58	18.69	18.89	19.61
11	16.62	17.65	18.76	18.96	19.68
12	16.69	17.72	18.83	19.03	19.75
13	16.76	17.79	18.90	19.10	19.82
14	16.83	17.86	18.97	19.17	19.89
15	16.90	17.93	19.04	19.24	19.96
16	16.97	18.00	19.11	19.31	20.03
17	17.04	18.07	19.18	19.38	20.10
18	17.11	18.14	19.25	19.45	20.17
19	17.18	18.21	19.32	19.52	20.24
20	17.25	18.28	19.39	19.59	20.31

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2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2018

<u>YEARS OF SERVICE</u>	<u>PROBATION</u>	<u>CONFIRMED</u>	<u>ANIMAL CONTROL 1</u>	<u>ANIMAL CONTROL 2</u>	<u>ANIMAL CONTROL 3</u>
	<u>First 12 months of continuous employment</u>	<u>Beginning with 13th month</u>	<u>Beginning with 37th month</u>	<u>Beginning with 61st month</u>	<u>Beginning with 97th month</u>
0	16.04				
1	16.11	19.08			
2	16.18	19.15			
3	16.25	19.22	19.31		
4	16.32	19.29	19.38		
5	16.39	19.36	19.45	19.88	
6	16.46	19.43	19.52	19.95	
7	16.53	19.50	19.59	20.02	
8	16.60	19.57	19.66	20.09	20.45
9	16.67	19.64	19.73	20.16	20.52
10	16.74	19.71	19.80	20.23	20.59
11	16.81	19.78	19.87	20.30	20.66
12	16.88	19.85	19.94	20.37	20.73
13	16.95	19.92	20.01	20.44	20.80
14	17.02	19.99	20.08	20.51	20.87
15	17.09	20.06	20.15	20.58	20.94
16	17.16	20.13	20.22	20.65	21.01
17	17.23	20.20	20.29	20.72	21.08
18	17.30	20.27	20.36	20.79	21.15
19	17.37	20.34	20.43	20.86	21.22
20	17.44	20.41	20.50	20.93	21.29

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- 1.2. ~~A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56Basic Public Safety Communicator-40 hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall not pass out of probation after one year of employment until he or she successfully completes the Montana Law Enforcement Academy's Animal Control Officer-Basic 40-hour course.~~
- 2.. Shift Differential: Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional 50¢ per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional 75¢ an hour in addition to other salary payment.
33. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.
44. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1", ~~"Secretary"~~ or "Animal Control 1-", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Law Enforcement Basic-16-hour course and the Power-phone Emergency Medical Dispatch (EMD) 24-hour course.
55. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.
- 6-6 Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.
77. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend of 50¢ per hour. ~~If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.~~

C. Recognition for Training and Education:

1. ~~Effective July 1, 2010, a~~An employee who presents acceptable evidence of attaining one of the following training levels shall be recognized by payment for the highest level attained:
  - a. POST Intermediate ..... \$25.00 each month
  - b. POST Advanced ..... \$50.00 each month
2. ~~Effective July 1, 2010, a~~An employee who presents acceptable evidence of attaining a Bachelor's Degree in a law enforcement field shall be recognized by payment of \$50 each month.

CITY OF MILES CITY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 19

1000 GENERAL

Account	Received			Revenue	
	Current Month	Received YTD	Estimated Revenue	To Be Received	% ( 58)
<b>310000 TAXES</b>					
311010 Real Property Taxes	0.00	984,295.33	1,771,520.00	787,224.67	56 %
311020 Personal Property Taxes	0.00	2,931.51	42,488.00	39,556.49	7 %
312000 Penalty & Interest on Delinquent Taxes	0.00	1,523.71	27,835.00	26,311.29	5 %
314140 LOCAL OPTION-MOTOR VEHICLE	0.00	118,708.33	235,000.00	116,291.67	51 %
Account Group Total:	0.00	1,107,458.88	2,076,843.00	969,384.12	53 %
<b>320000 LICENSES AND PERMITS</b>					
322010 Alcoholic Beverage Licenses and Permits	0.00	9,850.00	10,450.00	600.00	94 %
322020 General Business / Professional /	110.00	120.00	398.00	278.00	30 %
322050 Amusement Licenses & Permits	0.00	660.00	630.00	-30.00	105 %
323030 Animal Licenses	142.50	217.50	600.00	382.50	36 %
323060 Catering Beer/Wine Permit	0.00	455.00	400.00	-55.00	114 %
323090 Parking Permits	288.00	288.00	288.00	0.00	100 %
Account Group Total:	540.50	11,590.50	12,766.00	1,175.50	91 %
<b>330000 INTERGOVERNMENTAL REVENUES</b>					
331021 ICAC-Internet Crimes Against Children	0.00	505.01	3,600.00	3,094.99	14 %
331024 Bullet Proof Vest Grant	0.00	1,700.00	5,326.00	3,626.00	32 %
331113 FEMA -Projects	0.00	0.00	37,500.00	37,500.00	0 %
335110 Live Card Game Table Permit	0.00	1,950.00	750.00	-1,200.00	260 %
335120 Video Gaming Machine Permits	0.00	29,254.01	32,000.00	2,745.99	91 %
335230 HB 124 Entitlement	0.00	653,473.18	1,306,946.00	653,472.82	50 %
Account Group Total:	0.00	686,882.20	1,386,122.00	699,239.80	50 %
<b>340000 Charges for Services</b>					
341010 Sale of Maps and Publications	0.00	15.00	150.00	135.00	10 %
341014 Board of Appeals, Zone Change Adm/Permits	300.00	300.00	0.00	-300.00	** %
341030 Police Services	0.00	0.50	0.00	-0.50	** %
341075 Serv/Cnty-Interlocal Agmt	41,057.41	49,350.05	206,870.00	157,519.95	24 %
342010 Law Enforcement Fees	126.50	126.50	900.00	773.50	14 %
342011 Fire reimbursement FRUSA	0.00	0.00	3,500.00	3,500.00	0 %
342013 Flood Plain Fees	0.00	2,612.00	4,700.00	2,088.00	56 %
342021 District Hydrant Flow	0.00	5,000.00	5,000.00	0.00	100 %
342022 Special F Ser/Fire Contract	0.00	30,537.88	35,500.00	4,962.12	86 %
342025 Fire Dept Equip Rental/Labor	335.00	1,925.00	2,200.00	275.00	88 %
344010 Animal Control/Pound Fees	205.00	1,875.00	5,000.00	3,125.00	38 %
346020 Park Fees	205.00	1,005.50	2,200.00	1,194.50	46 %
346030 Swimming Pool Fees	0.00	6,671.96	12,000.00	5,328.04	56 %
Account Group Total:	42,228.91	99,419.39	278,020.00	178,600.61	36 %
<b>350000 FINES AND FORFEITURES</b>					
351030 Fines/Surcharges/etc	12,281.39	98,519.04	170,000.00	71,480.96	58 %
351031 Adm Fees (Court)	133.00	4,721.08	15,000.00	10,278.92	31 %
351035 Animal Control Court Revenue	490.00	3,544.00	9,500.00	5,956.00	37 %
351036 Restitution Collection Fees	0.00	0.00	75.00	75.00	0 %
351037 Public Defender Fee	0.00	808.50	2,000.00	1,191.50	40 %
Account Group Total:	12,904.39	107,592.62	196,575.00	88,982.38	55 %
<b>360000 MISCELLANEOUS REVENUE</b>					
361005 MidRivers Franchise Fees	21,893.42	44,374.78	96,000.00	51,625.22	46 %

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CITY OF MILES CITY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 19

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Report ID: B110

1000 GENERAL

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% ( 58) Received
361010 Land Rental	0.00	37,640.23	43,650.00	6,009.77	86 %
361020 Building Rentals	1,549.99	10,849.93	18,600.00	7,750.07	58 %
362020 MISC REVENUE	0.00	5,513.47	65,500.00	59,986.53	8 %
362022 Health Ins-MMIA Emp Benefits Prog	-735.15	17.05	0.00	-17.05	** %
365000 Contributions and Donations	250.00	19,035.00	20,000.00	965.00	95 %
365013 Shop With A Cop	0.00	0.00	5,000.00	5,000.00	0 %
365014 Denton Field Project/2015	0.00	64.34	0.00	-64.34	** %
365040 DONATIONS-FIRE/AMB	80,000.00	80,000.00	80,000.00	0.00	100 %
366040 Misc.-BHS	0.00	0.00	900.00	900.00	0 %
366050 Sale of Junk/Salvage-PD cars	0.00	1,175.00	3,000.00	1,825.00	39 %
367000 Sale of Junk or Salvage	0.00	4,150.00	0.00	-4,150.00	** %
Account Group Total:	102,958.26	202,819.80	332,650.00	129,830.20	61 %
370000 INVESTMENT EARNINGS					
371010 Investment Earnings	0.00	2,850.81	10,000.00	7,149.19	29 %
Account Group Total:	0.00	2,850.81	10,000.00	7,149.19	29 %
380000 OTHER FINANCING SOURCES					
381070 Proceeds/Loans/Interacap 016-2015	0.00	0.00	175,000.00	175,000.00	0 %
382020 Compensation for Loss of Fixed Assets	0.00	30,056.54	30,468.24	411.70	99 %
383000 Interfund Operating Transfer	19,127.51	327,385.06	582,823.00	255,437.94	56 %
Account Group Total:	19,127.51	357,441.60	788,291.24	430,849.64	45 %
Fund Total:	177,759.57	2,576,055.80	5,081,267.24	2,505,211.44	51 %

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CITY OF MILES CITY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 1 / 19

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5510 AMBULANCE FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% ( 58) Received
310000 TAXES					
311010 Real Property Taxes	0.00	5,171.25	9,140.00	3,968.75	57 %
311020 Personal Property Taxes	0.00	15.56	223.00	207.44	7 %
312000 Penalty & Interest on Delinquent Taxes	0.00	7.25	30.00	22.75	24 %
Account Group Total:	0.00	5,194.06	9,393.00	4,198.94	55 %
330000 INTERGOVERNMENTAL REVENUES					
331040 Medicaid Supplemental Program-State	0.00	12,678.49	15,000.00	2,321.51	85 %
331113 FEMA -Projects	0.00	282,000.00	294,000.00	12,000.00	96 %
334000 State Grants	0.00	0.00	50,000.00	50,000.00	0 %
Account Group Total:	0.00	294,678.49	359,000.00	64,321.51	82 %
340000 Charges for Services					
341075 Serv/Cnty-Interlocal Agmt	10,270.00	23,919.68	45,000.00	21,080.32	53 %
342026 Ambulance Charges	0.00	485,448.09	900,000.00	414,551.91	54 %
342027 Ambulance Standby	0.00	3,575.00	8,000.00	4,425.00	45 %
Account Group Total:	10,270.00	512,942.77	953,000.00	440,057.23	54 %
360000 MISCELLANEOUS REVENUE					
362020 MISC REVENUE	0.00	15.21	0.00	-15.21	** %
366010 Misc- From Charge off Accts	1,075.28	3,333.11	7,000.00	3,666.89	48 %
367000 Sale of Junk or Salvage	0.00	0.00	2,000.00	2,000.00	0 %
Account Group Total:	1,075.28	3,348.32	9,000.00	5,651.68	37 %
Fund Total:	11,345.28	816,163.64	1,330,393.00	514,229.36	61 %
Grand Total:	189,104.85	3,392,219.44	6,411,660.24	3,019,440.80	53 %

CITY OF MILES CITY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 1 / 19

1000 GENERAL

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% ( 58) Committed
410000 GENERAL GOVERNMENTGASB68						
410100 Legislative Services(02)	0.00	17,551.04	35,689.00	35,689.00	18,137.96	49 %
410105 Safety Culture-Supplies	0.00	0.00	250.00	250.00	250.00	0 %
410200 Executive Services(01)	14.59	12,691.92	26,379.00	26,379.00	13,687.08	48 %
410300 Judicial Services(06)	56.60	68,950.73	115,123.00	115,123.00	46,172.27	60 %
410500 Financial Services(03)	2,229.28	192,623.53	351,032.00	351,032.00	158,408.47	55 %
410540 City Treasurer(09)	14.59	13,427.38	27,242.00	27,242.00	13,814.62	49 %
410600 Elections	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
411020 Community Services & Planning	4,176.56	63,663.78	104,326.00	104,326.00	40,662.22	61 %
411100 Legal Services(04)	322.24	80,033.38	145,670.00	145,670.00	65,636.62	55 %
411101 Labor Negotiations	131.25	4,953.75	7,000.00	7,000.00	2,046.25	71 %
411230 City Hall	988.49	14,156.29	33,985.00	33,985.00	19,828.71	42 %
Account Group Total:	7,933.60	468,051.80	856,696.00	856,696.00	388,644.20	55 %
420000 PUBLIC SAFETY-GASB68						
420140 Crime Control and Investigation(05)	23,260.55	743,454.00	1,430,278.00	1,430,278.00	686,824.00	52 %
420160 Communications-Dispatch	46.53	188,974.96	449,174.00	449,174.00	260,199.04	42 %
420460 Fire Suppression(07)	8,335.22	467,818.06	987,238.00	1,091,238.00	623,419.94	43 %
Account Group Total:	31,642.30	1,400,247.02	2,866,690.00	2,970,690.00	1,570,442.98	47 %
430000 Public Works-GASB68						
431200 Flood Control	11,075.99	38,656.64	406,775.00	406,775.00	368,118.36	10 %
Account Group Total:	11,075.99	38,656.64	406,775.00	406,775.00	368,118.36	10 %
440000 PUBLIC HEALTH-GASB68						
440600 Animal Control Services(21)	726.64	37,651.08	74,823.00	74,823.00	37,171.92	50 %
Account Group Total:	726.64	37,651.08	74,823.00	74,823.00	37,171.92	50 %
460000 CULTURE AND RECREATION-GASB68						
460432 Lion Shelter	0.00	0.00	500.00	500.00	500.00	0 %
460433 Park Operations(13)	2,208.67	227,826.09	426,746.00	426,746.00	198,919.91	53 %
460436 Denton Complex Upgrades	0.00	1,273.55	0.00	0.00	-1,273.55	*** %
460439 Riverside Park Tennis Court Project	0.00	0.00	200.00	200.00	200.00	0 %
460445 Swimming Pool	85.67	45,719.58	72,636.00	72,636.00	26,916.42	63 %
Account Group Total:	2,294.34	274,819.22	500,082.00	500,082.00	225,262.78	55 %
470000 Housing and Community Development						
470300 Ecomonic Development	0.00	15,604.00	15,604.00	15,604.00	0.00	100 %
Account Group Total:	0.00	15,604.00	15,604.00	15,604.00	0.00	100 %
490000 DEBT SERVICE						
490500 Other Debt Service Payments	16,231.08	32,500.09	66,823.00	66,823.00	34,322.91	49 %
Account Group Total:	16,231.08	32,500.09	66,823.00	66,823.00	34,322.91	49 %
520000 OTHER FINANCING USES						
521000 Interfund Operating Transfers Out	25,116.25	191,713.75	317,295.00	317,295.00	125,581.25	60 %
Account Group Total:	25,116.25	191,713.75	317,295.00	317,295.00	125,581.25	60 %
Fund Total:	95,020.20	2,459,243.60	5,104,788.00	5,208,788.00	2,749,544.40	47 %

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CITY OF MILES CITY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 1 / 19

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5510 AMBULANCE FUND

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% ( 58) Committed
420000 PUBLIC SAFETY-GASB68						
420730 Emergency Medical Services-Ambulance	10,080.21	732,589.04	1,150,239.00	1,150,239.00	417,649.96	64 %
Account Group Total:	10,080.21	732,589.04	1,150,239.00	1,150,239.00	417,649.96	64 %
510000 MISCELLANEOUS						
510330 Comprehensive Liability Insurance	0.00	3,433.71	3,434.00	3,434.00	0.29	100 %
Account Group Total:	0.00	3,433.71	3,434.00	3,434.00	0.29	100 %
520000 OTHER FINANCING USES						
521000 Interfund Operating Transfers Out	2,143.67	20,005.69	35,724.00	35,724.00	15,718.31	56 %
Account Group Total:	2,143.67	20,005.69	35,724.00	35,724.00	15,718.31	56 %
Fund Total:	12,223.88	756,028.44	1,189,397.00	1,189,397.00	433,368.56	64 %
Grand Total:	107,244.08	3,215,272.04	6,294,185.00	6,398,185.00	3,182,912.96	50 %

CITY OF MILES CITY  
SCHEDULE OF FINDINGS  
For the Year Ended June 30, 2018

DRAFT

2018-001. SEGREGATION OF DUTIES

Criteria: Duties should be segregated to provide reasonable assurance that transactions are handled appropriately.

Condition: There is a lack of segregation of duties among personnel.

Effect: Transactions could be mishandled.

Cause: There are a limited number of personnel for certain functions.

Recommendation: The duties should be separated as much as possible, and alternative controls should be used to compensate for lack of separation. The governing board should provide some of these controls.

2018-002. AUDITOR PREPARED FINANCIAL STATEMENTS

Criteria: As part of its internal control structure, it is the government's responsibility to prepare its financial statements in accordance with generally accepted accounting principles (GAAP).

Condition: The government does not have the expertise to prepare or evaluate the selection and application of accounting principles and resulting disclosures and presentations within the auditor prepared financial statements.

Cause: The government is a small organization with limited resources.

Effect: It is common for a small organization to rely on the audit firm to prepare the financial statements; however, an audit firm cannot be considered part of the government's internal control by professional standards currently in effect. Since some presentations and disclosures may be material to the financial statements, this weakness in internal control would be classified as material.

Recommendation: While it may not be cost effective to do so, we recommend the government consider hiring a qualified person to evaluate the auditor prepared financial statements.

2018-003. AMBULANCE FUND OPERATING DEFICIT

Criteria: The ambulance fund is operated as an enterprise fund. Enterprise funds generally are used to report activities where costs of providing services, including capital costs (such as depreciation or debt service), are recovered with fees and charges.

Condition: In the current and prior years, operating expenses and transfers have exceeded operating revenues.

Cause: Revenues and expenses were not monitored.

Effect: The ambulance fund has a deficit net position of \$43,484 and a negative cash balance of \$332,411 as of June 30, 2018.

Recommendation: The city needs to monitor and address the deficit net position and negative cash balance in the ambulance fund.

2018-004. TREASURER BANK RECONCILIATIONS NOT COMPLETE AND ACCURATE

Criteria: Preparation of complete, accurate and timely bank reconciliations is a key to maintaining adequate control over both cash receipts and disbursements.

Condition: Treasurer bank reconciliations had unidentified differences and were not completed in a timely manner. For example, cash in the general ledger at the end of June 2018 was approximately \$442 more than the reconciled bank balance.

Cause: Procedures are not in place to identify and correct the unreconciled differences.

Effect: Cash, as of June 30, 2018, was overstated approximately \$442.

Recommendation: Cash should be reconciled monthly within 15 days after month-end. Any differences should be researched and resolved prior to the reconciliation being completed. A copy of the reconciliation, any supporting documentation and a month-end cash report should be provided to the finance committee for their review and approval.

CITY OF MILES CITY  
SCHEDULE OF FINDINGS  
For the Year Ended June 30, 2018

**DRAFT**

2018-005. PURCHASING POLICY NOT FOLLOWED

Criteria: Depending on the dollar amount of the purchase, the city's purchasing policy requires department heads to follow certain steps and obtain certain information prior to purchases being made.

Condition: The city's purchasing policy was not always adhered to by the public works department.

Cause: Unknown

Effect: Internal control is weakened.

Recommendation: We recommend the public works department adhere to the city's current purchasing policy.



CITY OF MILES CITY  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
For the Year Ended June 30, 2018

2017-001. SEGREGATION OF DUTIES

Status: This finding is unresolved and is repeated as finding 2018-001 for the year ended June 30, 2018.

2017-002. FINANCIAL STATEMENT PREPARATION

Status: This finding is unresolved and is repeated as finding 2018-002 for the year ended June 30, 2018.

2017-003. AMBULANCE FUND OPERATING DEFICIT

Status: This finding is unresolved and is repeated as finding 2018-003 for the year ended June 30, 2018.

2017-004. PURCHASING POLICY NOT FOLLOWED

Status: This finding is unresolved and is repeated as finding 2018-005 for the year ended June 30, 2018.

# Claims

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 1/19

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Report ID: AP100

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
125850	81144S	4008 PITNEY BOWES	274.17					
City is billed quarterly on this								
1	3308015826	01/18/19 Monthly postage payment	91.39			1000 3 410500	220	101000
2			91.39			5210 25 430510	220	101000
3			91.39			5310 29 430610	220	101000
130907	81154S	2910 TONGUE RIVER ELECTRIC	452.30					
1	TREC102518	01/25/19 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO1018	01/25/19 Garfield 911	50.46		25234	2850 105 420140	341	101000
130908	-99905E	1970 MONTANA DAKOTA UTILITIES	1,824.84					
1	01/07/19	Airport ~ Electric	912.07		926	5610 87 430300	341	101000
2	01/07/19	Airport ~ Gas	912.77		926	5610 87 430300	344	101000
130909	81137S	4019 WEX BANK	11,864.41					
1	57210191	12/31/19 FUEL	315.25		25869	1000 13 460433	231	101000
2	FUEL		0.00			1000 201 431200	370	101000
3	FUEL		3,644.76		25869	2510 107 430220	231	101000
4	FUEL		911.19		25869	2520 108 430220	231	101000
5	FUEL		35.94		25869	6040 910 430220	231	101000
6	FUEL		98.47		25487	5210 22 430530	231	101000
7	FUEL		65.64*		25487	5210 80 430540	231	101000
8	FUEL		131.29		25487	5310 33 430640	231	101000
9	FUEL		164.11		25487	5310 32 430690	231	101000
10	FUEL		810.14		25643	1000 7 420460	231	101000
11	FUEL		1,156.53		25643	5510 10 420730	231	101000
12	FUEL		2,278.65		25725	1000 5 420140	231	101000
13	FUEL		79.97		25725	1000 21 440600	231	101000
14	FUEL		0.00			1000 5 420160	231	101000
15	FUEL		976.04		25573	5210 23 430550	231	101000
16	FUEL		976.03		25573	5310 31 430630	231	101000
17	FUEL		220.40		921	5610 87 430300	231	101000
130910	81155S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL	202.20					
1	23498,2378	01/29/19 CITY HALL: RUGS	99.50		25879	1000 8 411230	220	101000
2	24031	01/25/19 SHOP: RUGS/MOPS	20.50		25879	6040 910 430220	220	101000
5	01/31/19	AMBULANCE: MATS	0.00			5510 10 420730	220	101000
6	23876	01/18/19 WWTP: MOPS/TOWELS	19.20		25492	5310 33 430640	360	101000
7	23920	01/21/19 WTP: MOPS/TOWELS	22.50		25492	5210 22 430530	360	101000
8	24067,2377	01/29/19 PD: MATS	40.50*		25747	1000 5 420140	360	101000

25737,25721

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 1/19

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\* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130911	81156S	1535 LUCAS & TONN PC		100.00					
1	LTPC012019	01/23/19 Westlaw ~ Professional Ser		100.00*			1000 4 411100	350	101000
130912	81157S	2914 TOURISM BUSINESS IMPROVEMENT		27,729.00					
1	TBID201709	01/30/19 TBID ~ Monthly Econolodge		27,729.00			7370 212500		101000
130914	81158S	316 DATA IMAGING SYSTEMS, INC		1,457.00					
1	34260	01/30/19 Managed Services		257.40			1000 3 410500	360	101000
2		01/30/19 Managed Services		140.90			5210 25 430510	360	101000
3		01/30/19 Managed Services		140.90			5310 29 430610	360	101000
4		01/30/19 Managed Services		75.05			1000 1 410200	360	101000
5		01/30/19 Managed Services		75.05			1000 36 411020	360	101000
6		01/30/19 Managed Services		148.59			5210 23 430550	360	101000
7		01/30/19 Managed Services		148.59			5310 31 430630	360	101000
8		01/30/19 Managed Services		106.56			2510 107 430220	360	101000
9		01/30/19 Managed Services		57.03			2520 108 430220	360	101000
10		01/30/19 Managed Services ~ Treasurer		75.05			1000 9 410540	360	101000
11		01/30/19 Managed Service ~ TIF District		70.17			2310 11 460462	360	101000
12		01/30/19 Managed Service ~ Hist Pres		4.87			2935 11 460461	360	101000
13		01/30/19 Managed Services ~ Building In		156.84			2394 18 420531	360	101000
14		Annual Server Warranty		0.00			1000 3 410500	360	101000
15				0.00			1000 36 411020	360	101000
16				0.00			5210 25 430510	360	101000
17				0.00			5310 29 430610	360	101000
18				0.00			1000 1 410200	360	101000
19				0.00			5210 23 430550	360	101000
20				0.00			5310 31 430630	360	101000
21				0.00			2510 107 430220	360	101000
22				0.00			2520 108 430220	360	101000
23				0.00			1000 9 410540	360	101000
24				0.00			2935 11 460461	360	101000
25				0.00			2310 11 460462	360	101000
26				0.00			2394 18 420531	360	101000
130915	81159S	1721 MID RIVERS TELEPHONE CORP		3,322.49					
2	01/30/19	TELEPHONE/INTERNET/CABLE/Judge		115.77		25516	1000 6 410300	345	101000
3	01/30/19	TELEPHONE/INTERNET/CABLE/Judge		52.20		25516	1000 6 410300	347	101000
4	01/30/19	TELEPHONE/INTERNET/CABLE/Libry		130.99		25810	2220 16 460100	345	101000
5	01/30/19	TELEPHONE/INTERNET/CABLE/Libry		190.05		25810	2220 16 460100	347	101000
6	01/30/19	TELEPHONE/INTERNET/CABLE/SmPol		0.00		25091	1000 14 460445	345	101000
7	01/30/19	TELEPHONE/INTERNET/CABLE/ 911		307.31		25233	2850 105 420140	345	101000
8	01/30/19	TELEPHONE/INTERNET/CABLE/child		0.00*		25036	1000 5 420140	220	101000
9	01/30/19	TELEPHONE/INTERNET/CABLE/rsvp		118.78		24547	2985 15 450330	345	101004
10	01/30/19	TELEPHONE/INTERNET/CABLE/Airpt		55.39		932	5610 87 430300	345	101000

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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 1/19

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Report ID: AP100

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
11	01/30/19	TELEPHONE/INTERNET/CABLE/Airpt	92.45		932	5610 87 430300	319	101000
12	01/30/19	TELEPHONE/INTERNET/CABLE/Airpt	9.60		932	5610 87 430300	347	101000
13	01/30/19	TELEPHONE/INTERNET/CABLE/mayor	40.02			1000 1 410200	345	101000
14	01/30/19	TELEPHONE/INTERNET/CABLE/fin	56.44			1000 3 410500	345	101000
15	01/30/19	TELEPHONE/INTERNET/CABLE/fin	19.52			1000 3 410500	347	101000
16	01/30/19	TELEPHONE/INTERNET/CABLE/atny	8.67			1000 4 411100	345	101000
17	01/30/19	TELEPHONE/INTERNET/CABLE/pd	317.14			1000 5 420140	345	101000
18	01/30/19	TELEPHONE/INTERNET/CABLE/pd	65.60			1000 5 420140	347	101000
19	01/30/19	TELEPHONE/INTERNET/CABLE/disp	315.16			1000 5 420160	345	101000
20	01/30/19	TELEPHONE/INTERNET/CABLE/fire	165.87			1000 7 420460	345	101000
21	01/30/19	TELEPHONE/INTERNET/CABLE/fire	135.60			1000 7 420460	347	101000
22	01/30/19	TELEPHONE/INTERNET/CABLE/tres	8.67			1000 9 410540	345	101000
23	01/30/19	TELEPHONE/INTERNET/CABLE/park	44.73			1000 13 460433	345	101000
24	01/30/19	TELEPHONE/INTERNET/CABLE/park	37.60			1000 13 460433	347	101000
25	01/30/19	TELEPHONE/INTERNET/CABLE/ACtr	40.09			1000 21 440600	345	101000
26	01/30/19	TELEPHONE/INTERNET/CABLE/plng	81.60			1000 36 411020	345	101000
27	01/30/19	TELEPHONE/INTERNET/CABLE/HP	0.00			2310 11 460462	345	101000
29	01/30/19	TELEPHONE?INTERNET/CABLE/HP	0.00			2310 11 460462	347	101000
30	01/30/19	TELEPHONE/INTERNET/CABLE/bldg	26.36			2394 18 420531	345	101000
31	01/30/19	TELEPHONE/INTERNET/CABLE/md204	71.51			2510 107 430220	345	101000
32	01/30/19	TELEPHONE/INTERNET/CABLE/md205	36.83			2520 108 430220	345	101000
33	01/30/19	TELEPHONE/INTERNET/CABLE/wplnt	80.29			5210 22 430530	345	101000
34	01/30/19	TELEPHONE/INTERNET/CABLE/wplnt	80.20			5210 22 430530	347	101000
35	01/30/19	TELEPHONE/INTERNET/CABLE/wtlns	41.00			5210 23 430550	345	101000
36	01/30/19	TELEPHONE/INTERNET/CABLE/wtlns	11.40			5210 23 430550	347	101000
37	01/30/19	TELEPHONE/INTERNET/CABLE/wtadm	51.18			5210 25 430510	345	101000
38	01/30/19	TELEPHONE/INTERNET/CABLE/wtadm	17.19			5210 25 430510	347	101000
39	01/30/19	TELEPHONE/INTERNET/CABLE/wwadm	51.16			5310 29 430610	345	101000
40	01/30/19	TELEPHONE/INTERNET/CABLE/wwadm	19.51			5310 29 430610	347	101000
41	01/30/19	TELEPHONE/INTERNET/CABLE/swlns	40.99			5310 31 430630	345	101000
42	01/30/19	TELEPHONE/INTERNET/CABLE/swlns	11.40			5310 31 430630	347	101000
43	01/30/19	TELEPHONE/INTERNET/CABLE/wwpln	39.03			5310 33 430640	345	101000
44	01/30/19	TELEPHONE/INTERNET/CABLE/wwpln	45.60			5310 33 430640	347	101000
45	01/30/19	TELEPHONE/INTERNET/CABLE/amb	113.47			5510 10 420730	345	101000
46	01/30/19	TELEPHONE/INTERNET/CABLE/amb	28.24			5510 10 420730	347	101000
47	01/30/19	TELEPHONE/INTERNET/CABLE/shop	42.02			6040 910 430220	345	101000
48	01/30/19	TELEPHONE/INTERNET/CABLE/shop	59.98			6040 910 430220	347	101000
49	01/30/19	Historical Preservation	1.71			2935 11 460461	345	101000
50	01/30/19		1.27			2935 11 460461	347	101000
51	01/30/19	Urban Development	24.65			2310 11 460462	345	101000
52	383429	01/30/19	18.25			2310 11 460462	347	101000

\* Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$							Cash
Line #	Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj		Account
130916	-99906E	373 MASTERCARD	27,316.18							
Pay on 1/11/2019										
1	01/20/19		24.68			1000 3 410500	220			101000
2	01/20/19		1,127.01			1000 5 420140	210			101000
3	01/20/19		1,470.81			1000 5 420140	214			101000
4	01/20/19		802.76*			1000 5 420140	220			101000
5	01/20/19		106.96*			1000 5 420140	226			101000
6	01/20/19		895.23			1000 5 420140	230			101000
7	01/20/19		412.00*			1000 5 420140	790			101080
8	01/20/19		114.75			1000 5 420140	311			101000
9	01/20/19		244.26			1000 5 420140	370			101000
10	01/20/18		46.53			1000 5 420160	210			101000
11	01/20/19		740.00			1000 5 420140	380			101000
14	01/20/18		26.10			1000 6 410300	210			101000
15	01/20/19		151.39			1000 7 420460	220			101000
16	01/20/19		164.10			1000 7 420460	241			101000
17	01/20/19		47.63			1000 7 420460	311			101000
18	01/20/19		145.59			1000 7 420460	364			101000
19	01/20/19		0.00			1000 7 420460	345			101000
20	01/20/19		0.00			1000 7 420460	347			101000
21	01/20/19		0.00			1000 7 420460	364			101000
22	01/20/19		0.00			1000 7 420460	380			101000
23	01/20/19		87.50			1000 8 411230	220			101000
24	01/20/19		233.95			1000 13 460433	214			101000
25	01/21/19		38.50			1000 13 460433	220			101000
26	01/20/19		407.65*			1000 13 460433	226			101000
27	01/20/19		307.90*			1000 21 440600	220			101000
28	01/20/19		0.00			1000 13 460433	334			101000
29	01/20/19	Denton Field Scoreboard	0.00			1000 13 460433	360			101000
30	01/20/19		0.00			1000 13 460433	363			101000
32	01/20/19		0.00			1000 14 460445	214			101000
33	01/20/19		0.00			1000 14 460445	230			101000
36	01/20/19		7.97			1000 36 411020	210			101000
38	01/20/19		149.00			1000 36 411020	380			101000
39	01/20/19		0.00			1000 36 411020	311			101000
40	01/20/19		0.00			1000 36 411020	334			101000
41	01/20/19		105.23			2394 18 420531	320			101000
42	01/20/19		11.58			1000 201 431200	210			101000
43	01/20/19		65.00			2220 16 460100	382			101000
44	01/20/19		80.46			2220 16 460100	311			101000
45	01/20/19		74.15*			2220 16 460100	330			101000
46	01/20/19		7.98			2394 18 420531	210			101000
48	01/20/19		49.51			2510 107 430220	210			101000
49	01/20/19		163.48			2510 107 430220	220			101000

\* Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
50	01/20/19		43.14			2510 107 430220	226	101000
51	01/20/19		656.25			2510 107 430220	230	101000
52	01/20/18		1,564.11			2510 107 430220	363	101000
53	01/20/19		50.10			2510 107 430220	242	101000
54	01/20/19		12.38			2520 108 430220	210	101000
55	01/20/19		40.87			2520 108 430220	220	101000
56	01/20/19		10.79			2520 108 430220	226	101000
57	01/20/19		164.06			2520 108 430220	230	101000
58	01/20/18		391.03			2520 108 430220	363	101000
59	01/20/19		12.53			2520 108 430220	242	101000
60	01/20/19		0.00			2850 105 420140	220	101000
61	01/20/19		61.94			2985 15 450330	311	101004
63	01/20/19		104.99			5210 22 430530	214	101000
64	01/20/19		69.68			5210 22 430530	220	101000
65	01/20/19		40.00			5210 22 430530	226	101000
66	01/20/19		538.37			5210 22 430530	230	101000
67	01/20/19		470.32			5210 22 430530	231	101000
68	01/20/18		64.62			5210 22 430530	360	101000
69	01/20/18		3.04			5210 22 430530	363	101000
70	01/20/18		477.00			5210 22 430530	352	101000
71	01/20/19		4.22			5210 22 430530	311	101000
72	01/20/19		0.00			5210 23 430550	352	101000
73	01/20/19		59.15			5210 23 430550	210	101000
74	01/20/19		252.55			5210 23 430550	214	101000
75	01/20/19		444.93			5210 23 430550	220	101000
76	01/20/19		148.99			5210 23 430550	226	101000
77	01/20/18		1,396.86			5210 23 430550	235	102270
78	01/20/18		328.95			5210 23 430550	400	101000
79	01/20/18		830.91			5210 23 430550	363	101000
80	01/20/19		558.46			5210 23 430550	230	101000
83	01/20/19		24.68			5210 25 430510	220	101000
84	01/20/19		130.89			5210 80 430540	210	101000
85	01/20/19		235.26			5210 80 430540	220	101000
86	01/20/19		39.99			5210 80 430540	226	101000
87	01/20/19		618.96			5210 80 430540	230	101000
88	01/20/19		470.33*			5210 80 430540	231	101000
89	01/20/19		24.68			5310 29 430610	220	101000
90	01/20/19		49.90			5310 31 430630	210	101000
91	01/20/19		65.70			5310 31 430630	220	101000
92	01/20/18		307.78			5310 31 430630	400	101000
93	01/20/18		830.91			5310 31 430630	363	101000
94	01/20/18		263.50			5310 31 430630	230	101000
95	01/20/19		149.00			5310 31 430630	226	101000
98			13.99			5310 32 430690	230	101000
99	01/20/19		350.00			5310 32 430690	214	101000

\* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
100	01/20/19		87.49			5310 33 430640	214	101000
101	01/20/19		54.70			5310 33 430640	220	101000
102	01/20/19		259.92			5310 33 430640	222	101000
103	01/20/19		99.21			5310 33 430640	230	101000
104	01/20/19		1.90			5310 33 430640	311	101000
105	01/20/18		31.85			5310 33 430640	382	101000
106	01/20/18		60.00			5310 33 430640	363	101000
107	01/20/18		92.00			5310 33 430640	352	101000
108	01/20/19		85.00			5310 33 430640	334	101000
109	01/20/19		171.29			5510 10 420730	214	101000
110	01/20/19		1,058.80			5510 10 420730	222	101000
111	01/20/19		21.54			5510 10 420730	231	101000
112	01/20/19		131.52			5510 10 420730	241	101000
113	01/20/19		3.50			5510 10 420730	364	101000
114	01/20/19		0.00			5510 10 420730	360	101000
115	01/20/19		0.00			5510 10 420730	364	101000
116	01/20/19		45.13			5610 87 430300	210	101000
117	01/20/19		72.65			5610 87 430300	220	101000
118	01/20/19		1,124.08			5610 87 430300	230	101000
119	01/20/19		138.34			5610 87 430300	239	101000
120	01/20/18		392.56*			5610 87 430300	363	101000
121	01/20/19		1,614.99*			5610 87 430300	330	101000
122	01/20/18		1,084.24*			6040 910 430220	210	101000
130917	81160S	721 DALES CLEANING SERVICE	600.00					
1	DCS72718	01/29/19 City Hall ~ January Cleaning	600.00		25881	1000 8 411230	360	101000
130918	-99904E	1970 MONTANA DAKOTA UTILITIES	43,752.47					
1	01/30/19	GAS/ELECTRIC ~ FD	285.94		25199	1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	365.61		25199	1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	776.27			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	0.00			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	845.82			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	214.23			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	85.67			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	109.95			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	0.00			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	466.15			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	319.10			2220 16 460100	344	101000
12		GAS/ELECTRIC ~ District 165	4,181.13			2400 46 430263	341	101000
13		GAS/ELECTRIC ~ Rental Fees	12,165.40*			2400 46 430263	533	101000
14		GAS/ELECTRIC ~ District 167	590.04			2420 48 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	1,453.50			2420 48 430263	533	101000
16		GAS/ELECTRIC ~ District 171	164.24			2430 49 430263	341	101000
17		GAS/ELECTRIC ~ District 172	1,554.58			2440 50 430263	341	101000



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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18			GAS/ELECTRIC - District 202	579.19			2470 72 430263	341	101000
19			GAS/ELECTRIC - Rental Fee	0.00			2470 72 430263	533	101000
20			GAS/ELECTRIC - District 173	135.69			2480 47 430263	341	101000
21			GAS/ELECTRIC - Sewer Lift	89.19			2510 107 430220	341	101000
26			GAS/ELECTRIC - Water Plant	7,199.71			5210 22 430530	341	101000
27			GAS/ELECTRIC - Water Plant	0.00			5210 22 430530	344	101000
28			GAS/ELECTRIC - Fish & Game	51.36			5210 23 430550	341	101000
29			GAS/ELECTRIC - Fish & Game	102.67			5210 23 430550	344	101000
30			GAS/ELECTRIC - Fish & Game	51.36			5310 31 430630	341	101000
31			GAS/ELECTRIC - Fish & Game	102.67			5310 31 430630	344	101000
32			GAS/ELECTRIC - Sewer Lift	905.00			5310 32 430690	341	101000
33			GAS/ELECTRIC - Sewer Lift	737.03			5310 32 430690	344	101000
34			GAS/ELECTRIC - Treatment Plant	8,650.69			5310 33 430640	341	101000
35			GAS/ELECTRIC - Ambulance	140.84		25199	5510 10 420730	341	101000
36			GAS/ELECTRIC - Ambulance	180.08		25199	5510 10 420730	344	101000
39			GAS/ELECTRIC - Shop	672.29			6040 910 430220	341	101000
40			GAS/ELECTRIC - Shop	577.07			6040 910 430220	344	101000
130920	81127S	3039 UTILITIES UNDERGROUND LOCATION		20.41					
1	8125089	12/31/18 Locates		10.21		25574	5210 23 430550	220	101000
2				10.20			5310 31 430630	220	101000
130921	81126S	316 DATA IMAGING SYSTEMS, INC		294.45					
1	4064	12/05/18 Display Port		3.75		24597	1000 3 410500	210	101000
2				3.75			5210 25 430510	210	101000
3				3.75			5310 29 430610	210	101000
4	4068	12/05/18 Worry-Free Security Renewal-An		50.01			1000 3 410500	360	101000
5				27.39			5210 25 430510	360	101000
6				27.39			5310 29 430610	360	101000
7				14.59			1000 1 410200	360	101000
8				14.59			1000 36 411020	360	101000
9				28.88			5210 23 430550	360	101000
10				28.88			5310 31 430630	360	101000
11				20.71			2510 107 430220	360	101000
12				11.09			2520 108 430220	360	101000
13				14.59			1000 9 410540	360	101000
14				13.64			2310 11 460462	360	101000
15				0.95			2935 11 460461	360	101000
16				30.49			2394 18 420531	360	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130922	81135S	4092 CON-MAT SUPPLY	4,743.00					
1	72056	12/05/18 ADA Ramps	4,743.00		25382	2510 107 430234	350	101000
130923	81161S	1120 GLADER ELECTRIC CO	306.25					
1	86758	12/05/18 Conntect Motor @ WWTP	218.75		25485	5310 33 430640	360	101000
2	87005	01/30/19 smoke smell in vault	87.50		25885	1000 8 411230	360	101000
130924	81147S	999999 JGA ARCHITECTS ENGINEERS PLANNER	15,681.50					
1	1	12/04/18 Garberson Clinic Building asse	6,444.00		25726	1000 5 420140	350	101000
2	1a	12/04/18 Phase 1 for Fire Building	3,656.53		25646	1000 7 420460	350	101000
3			1,800.97			5510 10 420730	350	101000
4	2	01/07/19 Phase 1 for fire Building	2,532.60		25650	1000 7 420460	350	101000
5			1,247.40			5510 10 420730	350	101000
130925	81128S	999999 JEFF NOBLE	5.00					
1	01/09/19	Cash pd for driver history	5.00		24430	1000 4 411100	220	101000
130926	81162S	999999 BORDER STEEL AND RECYCLING	628.70					
1	0119n080	01/08/19 Concrete work	534.50		25872	2510 107 430235	230	101000
2	0119N132	01/11/19 C SHOP	94.20		25877	2510 107 430235	230	101000
130927	81129S	1921 MONTANA MUNICIPAL INTERLOCAL	3,023.80					
1	RetireDec	12/17/18 Retiree Health Insurance	3,023.80			1000 362022		101000
130928	81163S	636 CRIDCO, LLC	99.00					
1	01/01/19	Water for 3 months	99.00		923	5610 87 430300	220	101000
130929	81164S	1182 DOWL, INC.	4,005.00					
1	412720374	02/02/19 Industrial Park Survey	4,005.00*		24722	1000 36 411020	350	101000
130930	81148S	870 EAST MAIN ANIMAL CLINIC	178.73					
1	2161	12/31/18 Vet services for dogs	178.73		25731	1000 21 440600	350	101000
130931	81130S	4022 MARILYNN FORMAN	350.00					
1	12/31/18	PD Cleaning for Dec	350.00		25728	1000 5 420140	350	101000
130933	81132S	395 VA MONTANA HEALTHCARE SYSTEM	417.50					
1	436k907iils	01/01/19 January rent	417.50		24545	2985 15 450340	530	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130934	81165S	1649 MCC CENTRA ATHLETIC CENTER	800.00					
1	01/08/19	8 Membership for police	800.00		25729	1000 5 420140	334	101000
130935	81133S	1859 MLEA	80.00					
1	73 12/28/18	Defensive Tactics Recert	80.00		25727	1000 5 420140	380	101000
130936	81166S	288 MILES CITY AREA CHAMBER OF	67.80					
1	7123431 01/03/19	Newsletter bulk mailing	67.80		24544	2985 15 450330	311	101004
130937	81167S	1937 MONTANA AERONAUTICS DIVISION	418.20					
1	5497 01/07/19	Runway Lights	418.20		927	5610 87 430300	230	101000
130938	81168S	3292 MONTANA AIR CARTAGE	309.48					
1	123118 01/01/19	Crate Delivery	225.00		25808	2880 39 460100	311	101000
2	715361,387 12/03/18	Sample Delivery	84.48		25490	5210 80 430540	222	101000
130939	81169S	1780 MILES CITY MOTOR SUPPLY	131.70					
1	720861 11/30/18	Gloves	26.98		924	5610 87 430300	220	101000
2	720877 11/30/18	Seatcover	32.49*			5610 87 430300	363	101000
3	721667 12/05/18	Seatcover	32.49*			5610 87 430300	363	101000
4	724760 12/27/18	DEF	24.98*			5610 87 430300	363	101000
5	726532 01/09/19	BULBS AND CONNECTORS	4.77*		935	5610 87 430300	363	101000
6	727839 01/17/19	HEAD LAMPS FOR TRUCK	9.99*		935	5610 87 430300	363	101000
130940	81170S	999999 SAFEGUARD BUSINESS SYSTEMS	144.90					
1	33271415 01/04/19	1095 & Envelopes	48.30*		25903	1000 3 410500	320	101000
2			48.30			5210 25 430510	320	101000
3			48.30			5310 29 430610	320	101000
130941	81171S	4062 SCL HEALTH ~ Supplies	361.63					
1	7127 12/31/18	Medical Supplies	361.63		25648	5510 10 420730	222	101000
130943	81134S	395 VA MONTANA HEALTHCARE SYSTEM	3,115.83					
		Reissue claim because claim#130932 was the wrong vendor! This cancelled check # 81131						
1	436k90712x 01/07/19	January 2019 License Fee	3,115.83		25730	1000 5 420140	530	101000
130944	81136S	2305 NOTBOHM MOTORS	19,099.00					
1	01/09/19	2016 Ford Police Vehicle	19,099.00		25732	4000 501 410100	940	101000

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Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
130945	81138S	2831 MILES CITY STAR PUBLISHING	1,123.50					
1	208157	12/20/18 Legal Notices	91.00		2511	1000 201 431200	331	101000
2	208290	12/21/18	122.50*		25575	5210 23 430550	330	101000
3			122.50			5310 31 430630	330	101000
4	207892	12/07/18 Water Supply Fee	297.50*		25575	5210 23 430550	330	101000
5	208289	12/21/18 Backhoe to bid	196.00		25871	2510 107 430220	331	101000
6			49.00*			2520 108 430220	331	101000
7	208288	12/21/18	122.50*			5210 23 430550	331	101000
8			122.50*			5310 31 430630	331	101000
130946	81172S	268 MILES CITY SANITATION INC.	60.00					
1	91126192	01/01/19 Garbage 2 bins for January	60.00		925	5610 87 430300	220	101000
130947	81139S	999999 SYDNEY THARP	582.00					
1		Request 01/10/19 Meal allowance for police aca	582.00		25733	1000 5 420140	370	101000
130948	81173S	2170 NALCO CHEMICAL CO	463.25					
1	67518369	12/27/18 Chemicals	463.25		25489	5210 80 430540	222	101000
130949	-99902C	4010 FELT, MARTIN, FRAZIER & WELDON,	131.25					
1	165	01/09/19 Review job description	131.25		25904	1000 3 411101	350	101000
130950	81174S	2865 DEPT OF ENVIRONMENTAL QUALITY	7,698.00					
1	511901080	01/01/19 \$2.00 Assessment Fee	7,698.00*		24585	5210 25 430510	513	101000
130951	81141S	4009 PITNEY BOWES RESERVE ACCOUNT	1,000.00					
1		refilljan 01/15/19 Postage Refill	1,000.00		25905	1000 3 410500	311	101000
130952	81140S	394 BOSS INC	3,089.86					
1	238193	Office Supplies	66.89		24600	1000 3 410500	220	101000
2			66.90			5210 25 430510	220	101000
3			66.90			5310 29 430610	220	101000
4	242653		79.49		24429	1000 4 411100	210	101000
5	243635-1		79.49			1000 4 411100	210	101000
6	w/o56199		61.09*		25707	1000 5 420140	220	101000
7	242012		2,669.10*		25719	1000 5 420140	220	101000
130953	81142S	2830 STAR PRINTING & SUPPLY	754.05					
1	268833	Office Supplies	30.50		25515	1000 6 410300	210	101000
2	269067		56.95		25635	1000 7 420460	210	101000
3	269067		28.05			5510 10 420730	210	101000
4	269192		47.65			1000 7 420460	220	101000
5	269192		23.47			5510 10 420730	220	101000
6	269231		31.00		24428	1000 4 411100	214	101000

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7	269231			27.26		24428	1000 4 411100	220	101000
8	268830			10.50		25254	2935 11 460461	210	101000
9	268830			20.00			2310 11 460462	210	101000
10	268590			15.39		25806	2220 16 460100	210	101000
11	268572			80.00		25806	2220 16 460100	214	101000
12	269272			60.67			2220 16 460100	320	101000
13	269208			60.68			2220 16 460100	320	101000
14	268859			261.93		25308	1000 201 431200	214	101000
130954	81143S	671 CUSTER COUNTY TREASURER		42.75					
1	Register 2007	Onvoy GMC		42.75*		25907	1000 5 420140	220	101000
130955	-99901C	4050 US BANK - SPA LOCKBOX	CM9695	18,884.95					
1	01/23/19	SID 211 Principle		1,882.66			3670 110 490500	643	101000
2		SID 211 Interest		771.21			3670 110 490500	644	101000
3	01/23/19	Flood Project Principle		14,118.78			1000 201 490500	652	101000
4		Flood Project Interest		2,112.30			1000 201 490500	653	101000
130956	81175S	52 ABC GLASS & SIGNS, INC.		1,825.00					
1	I0052360	01/08/19 K9 Decal and Chip repair		425.00*		25734	1000 5 420140	220	101080
2	I0052436	01/16/19 Sign		1,400.00		25873	1000 13 460433	350	101000
130957	81176S	790 DPC INDUSTRIES		80.00					
1	370-18	12/31/18 Chlorine		50.00		25491	5210 80 430540	222	101000
2				30.00			5310 33 430640	222	101000
130958	81177S	1407 KADRMAS LEE & JACKSON INC		27,633.92					
1	10111799	01/16/19 Program Manage-205		7,151.48		25312	1000 201 431200	350	101000
2	10111800	01/16/19 PR/GOV-Outreach 205		3,560.00			1000 201 431200	350	101000
3	10111798	01/24/19 DARLING ADD & REHAB PROJECT		8,315.88		25878	2510 107 430236	350	101000
4	10111798	01/24/19		8,315.87		25878	5210 23 430550	940	101000
5	10111576	01/15/19 CLEARWELL BAFFLE DESIGN & CO		290.69		25580	5210 22 430530	940	101000
130959	81178S	2475 PRAX AIR		77.50					
1	86951996	12/31/18 O2		77.50		25651	5510 10 420730	222	101000
130960	81179S	4013 SOLESTONE REIMB SERVICES		3,650.46					
1	10240	01/04/19 Ambulance Billing		3,650.46		25649	5510 10 420730	350	101000
130961	81180S	999999 WARREN INC.		859.01					
1	0076482	12/21/18 Cylinder for Unit #18		343.60		25416	2510 107 430220	363	101000
2				85.91			2520 108 430220	363	101000
3				214.75			5210 23 430550	363	101000
4				214.75			5310 31 430630	363	101000

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130962	81181S	1330 SCL Health - Sisters of Charity		241.70					
1	500244100	12/31/18 DUI Blood draw		241.70*		25735	1000 5 420140	220	101000
130963	81182S	319 S.H.I		272.79					
1	B09355958	01/09/19 2019 Office Software		90.93		25906	1000 3 410500	210	101000
2				90.93			5210 25 430510	210	101000
3				90.93			5310 29 430610	210	101000
130964	81145S	4180 INTELLICORP RECORDS, INC.		76.95					
1	1001296	11/30/18 Employee Background check		38.48			5210 23 430550	220	101000
2				38.47			5310 31 430630	220	101000
130965	-99903E	1970 MONTANA DAKOTA UTILITIES		28.35					
		Added another electronic check because MDU was more than CL# 130918							
1	01/19/19	RS Park Rink		28.35			1000 13 460433	341	101000
130966	81146S	999999 BETTY VAIL		850.60					
1	7397996370	12/13/18 Flight to conference and b		850.60		24546	2985 15 450340	370	101000
130967	81149S	523 CITY SERVICE, INC.		20,916.30					
1	329678	01/21/19 AViation Gasoline		20,916.30		929	5610 87 430300	237	101000
130968	81150S	1936 L.G.S.B. ~ STATE TREASURER		2,500.00					
1	2018fees	01/23/19 2018 Annual fee		833.33		25909	1000 3 410500	350	101000
2				833.33			5210 25 430510	350	101000
3				833.34			5310 29 430610	350	101000
130969	81151S	572 VERIZON WIRELESS		256.65					
1	9821732258	01/07/19 MDT Fees		256.65*		25739	1000 5 420140	220	101000
130970	81152S	2450 POSTMASTER (UTILITIES)		1,083.26					
1		Bulk Mail		541.63			5210 25 430510	311	101000
2		Bulk Mail		541.63			5310 29 430610	311	101000
130972	81183S	999999 AL OLSON		8.00					
1	01/31/19	meal/ dav driver		8.00		24550	2985 15 450330	379	101004
130973	81184S	361 BILLS TRUCK SERVICE		95.00					
1	9077	01/30/19 TR-2 HOSE REWIND MOTOR		95.00*		931	5610 87 430300	363	101000

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130974	81185S	4038 BOBCAT OF MILES CITY	61,689.36					
1	01-41404	12/21/18 TOOL CAT PURCHASE LESS 10%	61,689.36		928	5610 87 430300	944	101000
130975	81186S	4186 BUCKY JOHNSON	71.23					
1	01/24/19	CELL REIMB	20.52		25576	5210 23 430550	345	101000
2	01/24/19		15.10		25576	5210 23 430550	220	101000
3	01/24/19		20.52		25576	5310 31 430630	345	101000
4	01/24/19		15.09		25576	5310 31 430630	220	101000
130976	-99900C	501 CHEM SEARCH	1,145.88					
1	3175526	11/30/18 CREDIT	458.35		25423	2510 107 430220	363	101000
2	3382714	12/30/18 SUPPLIES	114.59		25423	2520 108 430220	363	101000
3	3388129	12/28/18	286.47		25423	5210 23 430550	363	101000
4	3400482	12/30/18	286.47		25423	5310 31 430630	363	101000
130977	81187S	4142 CORE & MAIN	1,171.65					
1	J954422	01/15/19 DISTRIBUTION SYSTEM PIPE CAPS	1,171.65		25567	5210 23 430550	230	101000
130978	81188S	800 DOEDEN CONSTRUCTION	2,364.37					
1	55686	01/10/19 C SHOP	787.33		25876	2510 107 430235	230	101000
2	55692	01/14/19	1,398.80		25876	2510 107 430235	230	101000
3	55693	01/14/19	178.24		25876	2510 107 430235	230	101000
130979	81189S	869 EAST MONT COMMUNICATIONS	141.00					
1	28380	01/15/19 BATTI AND CHARGER FOR HANDHELD	141.00		933	5610 87 430300	230	101000
130980	81190S	4171 FERGUSON WATERWORKS #1701	344.70					
1	0704575	01/18/19 WATER METER REPAIR PARTS	344.70		25582	5210 23 430550	230	101000
130981	81191S	979 FIREMANS COMPANY	347.00					
1	9183	01/08/19 ANNUAL FIRE EXTINGUISHER SERVI	347.00		25654	1000 7 420460	360	101000
130982	81192S	1050 FRANKS BODY SHOP	126.50					
1	48784	01/30/19 PD TOW PONT G6	126.50*		25744	1000 5 420140	220	101000
130983	81193S	999999 GENERAL DISTRIBUTING COMPANY	289.41					
1	00718077	01/21/19 7 SIZE K TANKS & 2 SIZE M TA	289.41		25653	5510 10 420730	222	101000
130984	81194S	1986 JACKS BODY SHOP	132.00					
1	7653	01/21/19 PD TOW CHEVY BLACK BYJ913 MT	132.00*		25743	1000 5 420140	220	101000

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130985	81195S	4045 LAND SOLUTIONS, INC.	1,198.50					
1	01/28/19	CUP-KANNAKARE-WIRELESS-ANNEX	1,198.50*		24724	1000 36 411020	350	101000
130986	81196S	4022 MARILYNN FORMAN	350.00					
1	01/23/19	PD CLEARING	350.00		25742	1000 5 420140	350	101000
130987	81197S	2865 DEPT OF ENVIRONMENTAL QUALITY	47.93					
1	01/14/19	GRAVEL	47.93		25875	2510 107 430233	230	101000
130988	81198S	4189 L.N. CURTIS AND SONS	515.03					
1	INV247820	01/11/19 SUPRAFLEX PULL ON BOOTS	435.00		25652	1000 7 420460	226	101000
2	INV249163	01/17/19 WINSOL 2 GALLON	80.03		25655	1000 7 420460	220	101000
130989	81199S	700 CUSTER COUNTY WATER & SEWER	14,886.03					
1	01/31/19	WATER & SEWER COLLECTIONS CCW&	14,886.03			7980 211020		101000
130990	81200S	999999 MONTANA AIRPORT MANAGEMENT	50.00					
1	2019-32	01/28/19 ANNUAL DUES- GA AIRPORT	50.00*		934	5610 87 430300	330	101000
130991	-99899C	4193 MONTANA CIVIL, LLC	8,052.10					
1	PAYAPP 3	01/28/19 DARLING STREET & UTILITIES I	4,026.05		25581	2510 107 430236	230	101000
2	01/28/19		4,026.05		25581	5210 23 430550	940	101000
130992	81201S	1859 MLEA	1,500.00					
1	221	01/29/19 BASIC ACADEMY SESSION 167	1,500.00		25746	1000 5 420140	380	101000
130993	81202S	771 DEPT OF REVENUE	81.33					
1	PAY APP 3	01/30/19 PAY APP 3 MONTANA CIVIL LLC	40.66		25583	2510 107 430236	230	101000
2	PAY APP 3	01/30/19	40.67		25583	5210 23 430550	940	101000
130994	81203S	999999 PLATINUM SEWER INSPECTION	335.00					
1	742522	01/18/19 camera sewer @ City Hall	335.00		25577	1000 8 411230	360	101000
130995	81204S	999999 PROCESS WATER TECHNOLOGIES	46,650.00					
1	1752	01/16/19 pay request #4 final payment	46,650.00		25579	5310 33 430640	940	101000
130997	81205S	3229 ROLLING RUBBER / POINT S	640.08					
1	1033827	01/18/19 GOODYEAR P245/SSR18 FORD SUV	640.08		25740	1000 5 420140	230	101000



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130998	81206S	999999 RAYNE ELIZABETH IDLAND	563.92					
1	01/26/19	MEALS & MILEAGE	563.92		25232	1000 5 420160	370	101000
130999	81207S	4039 SCOTT GRAY	70.00					
1	01/15/19	RURAL WATER CONFERENCE MEALS	56.00		25874	2510 107 430220	370	101000
2	01/15/19		14.00		25874	2520 108 430220	370	101000
131000	81208S	999999 PAUL EAYRS	47.82					
1	01/31/19	REFUND DEPOSITS	47.82			5210 214010		101000
131001	81209S	999999 PEYTON BAXTER & AUSTIN BURNS	86.71					
1	01/31/19	REFUND DEPOSIT	86.71			5210 214010		101000
131002	81210S	999999 SHEENA RAASCH	150.00					
1	01/30/19	DEPOSIT REFUND	150.00			5210 214010		101000
131004	81211S	2529 RAILROAD MANAGEMENT CO III, LLC	633.38					
1	383429 11/27/18	7.85" WATER PIPELINE ENCROACHM	633.38		25578	5210 23 430550	532	101000
131005	81212S	1737 MC AREA SOLID WASTE DISTRICT	22.00					
1	7153A 01/07/19	ANIMAL DISPOSAL	22.00*		25738	1000 21 440600	220	101000
131006	-99898C	406 BRODY CHEMICAL	251.99					
1	461860 01/31/19	WINDSHIELD WASH & CREME	251.99		25888	1000 13 460433	222	101000
131007	81213S	872 EASTERN MONTANA IND	325.00					
1	470692 01/31/19	LIBRARY- CLEANING CONTRACT	325.00		25812	2220 16 460100	360	101000
131009	81214S	498 CENTURY LINK	1,941.84					
1	01/21/19	911 PHONE SYSTEM	1,941.84		25235	2850 105 420140	345	101000
131010	81215S	999999 MURDOCHS RANCH AND HOME	87.49					
1	242055 01/25/19	PRO PLAN K9 DOG FOOD	87.49*		25749	1000 5 420140	790	101000
131011	81216S	999999 SIRENNET.COM	6,798.93					
1	0235393 01/16/19	K9 CAGE FOR 2016 FORD SUV	6,798.93*		24989	1000 5 420140	790	101000
131012	81217S	2560 REGAN PLUMBING & HEATING	553.03					
1	219-56486 01/24/19	C HALL	445.63		25880	1000 8 411230	360	101000
2	219-56555 01/23/19	TOILET CITY HALL	107.40		25889	1000 8 411230	360	101000

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131013	81218S	1286 DENNIS HIRSCH		2,104.95					
1	01/31/19	JANUARY PERMITS		2,104.95		25882	2394 18 420531	350	101000
131014	81219S	1426 KIWI PETES TREE SERVICE		2,020.00					
1	927104 01/31/19	STUMP GRINDING BENDER PARK		2,020.00		25886	1000 13 460433	350	101000
131015	81220S	2322 OLNESS & ASSOCIATES PC CPA'S		20,940.00					
1	100853 01/17/19	YEAR END AUDIT		19,700.00		25908	1000 3 410500	350	101000
2	100863 01/25/19	2018 AFR		840.00		25908	1000 3 410500	350	101000
131016	81221S	2537 RDO EQUIPMENT CO		750.00					
1	P43598 01/14/19	UNIT 46		300.00		25422	2510 107 430220	363	101000
2	P43598 01/14/19			75.00		25422	2520 108 430220	363	101000
3	P43598 01/14/19			187.50		25422	5210 23 430550	363	101000
4	P43598 01/14/19			187.50		25422	5310 31 430630	363	101000
# of Claims				103	Total:	446,538.20			
Total Electronic Claims				101,388.01	Total Non-Electronic Claims	345150.19			

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Cancelled in 1/19 ***									
130861		2903 TIRE-RAMA		27.00					
Attached invoice was paid by credit card ending in 0678									
	1	1060209548 12/15/18 A-30 Tire Rotation		27.00		25639	5510 10 420730	364	101000
		# of Claims	1	Total:	27.00				

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$111,896.13
101080 Cash - Contr & Donations	\$837.00
2220 LIBRARY	
101000 Cash - Operating	\$1,867.64
2310 TIFD-Downtown	
101000 Cash - Operating	\$146.71
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$2,431.85
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$16,346.53
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,043.54
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$164.24
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,554.58
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$579.19
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$135.69
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$27,979.86
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$1,986.30
2850 911 EMERGENCY	
101000 Cash - Operating	\$2,299.61
2880 LIBRARY GRANTS	
101000 Cash - Operating	\$225.00
2935 Historic Preservation	
101000 Cash - Operating	\$19.30
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$1,268.10
101004 RSVP Non-Federal Cash Operating-Custer	\$256.52
3670 SID 211	
101000 Cash - Operating	\$2,653.87
4000 General Fund Capitol Improvement Fund	
101000 Cash - Operating	\$19,099.00
5210 WATER UTILITY	
101000 Cash - Operating	\$41,454.73
102270 Cash - Curb Stop Replacement Fee	\$1,396.86
5310 SEWER UTILITY	
101000 Cash - Operating	\$64,711.35
5510 AMBULANCE FUND	
101000 Cash - Operating	\$10,457.70
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$89,190.99
6040 PUBLIC WORKS	
101000 Cash - Operating	\$2,492.04
7370 TBID	
101000 Cash - Operating	\$27,729.00

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Fund/Account	Amount
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	\$14,886.03
Total:	\$446,511.20

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