



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*October 08, 2019
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
 - A. Regular City Council Meeting 9/24/2019
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS

Urban Renewal Agency Board- Dr. Kenneth Stein
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS
10. BID OPENINGS
11. BID AWARDS
12. PUBLIC HEARINGS
13. UNFINISHED BUSINESS
14. NEW BUSINESS
 - A. **RESOLUTION NO. 4290 – A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-A Union.**
 - B. **RESOLUTION NO. 4291 – A Resolution Approving a Revised Collective Bargaining Agreement Between the City of Miles City and the Local No. 283-B Union.**
 - C. **Approval to Write off a Total Amount of \$1,211.00 for Ambulance Fund**
 - D. **Approval to Send a Total of \$1,382.53 to Collections for Water Department**
 - E. **Approval of September Claims**
15. ADJOURNMENT

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

Minutes

**REGULAR COUNCIL MEETING September 24, 2019
6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, September 24, 2019, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Austin Lott, Brant Kassner, Susanne Galbraith and Kathy Wilcox.

Also present were Public Works Director Scott Gray, Public Utility Director Tom Speelmon and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Council President Galbraith led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 9/10/2019

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of September 10, 2019, subject to any changes, and seconded by Councilperson Gardner. The motion passed, 8-0*

SCHEDULE MEETINGS

None

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

None

PROCLAMATIONS

None

STAFF REPORTS

Director Gray reported that the dirt work on Strevell project will be completed by this Thursday, and the project is close to being on schedule.

CITY COUNCIL COMMENTS

Councilperson Uden will be gone for the next Council meeting and Councilperson Huber thanked the street crew for fixing the problem in the ally on Knight Street.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **RESOLUTION NO. 4285 - A Resolution Authorizing the Increase in Funding for FAA Grant Contract Dot-FA18MN-2027 for Runway Improvements at Frank Wiley Field**

** *Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Kassner, and on roll call vote, passed, 8-0. Resolution No. 4285 passed*

- B. **RESOLUTION NO. 4286 – A Resolution Authorizing the City of Miles City to Enter Into a Cooperative Purchasing Memorandum of Understanding With the Montana Department of Administration**

** *Councilperson Kassner moved to approve the Resolution, read by title only, seconded by Councilperson Gardner.*

Clerk Pearce explained that the Resolution grants the City the right to use approved State contracts for seven years.

** *On roll call vote the motion passed, 8-0. Resolution No. 4286 passed*

- C. **RESOLUTION NO. 4287- A Resolution to Levy and Assess Properties for Unpaid Utility Services in the City of Miles City, Montana**

** *Councilperson Wilcox moved to approve the Resolution, read by title only, seconded by Councilperson Kassner, and on roll call vote the motion passed, 8-0. Resolution No. 4287 passed*

- D. **RESOLUTION NO. 4288- A Resolution Levying and Assessing the Cost of Removal and Disposal of Nuisance Weeds in the City of Miles City, Montana, From August 1, 2019 to August 31, 2019**

** *Councilperson Uden moved to approve the Resolution, read by title only, seconded by Councilperson Lott, and on roll call vote, passed, 8-0.*

Resolution No. 4288 passed

- E. **RESOLUTION NO. 4289- A Resolution Authorizing the Mayor to Submit an Application to Treasure State Endowment Program for a Delivering Local Assistance Grant to be Used For Funding Certain Improvements in the Darling Addition Project, and Agreeing to Conform to the Requirements of Said Application**

** *Councilperson Gardner moved to approve the Resolution, read by title only, seconded by Councilperson Wilcox.*

Director Speelmon explained that the \$750,000 would be applied to the rehabilitation of the water and sewer lines next year on the Darling Addition Project.

** *On roll call vote the motion passed, 8-0. Resolution No. 4289 passed*

- F. **Approval to Write off a Total Amount of \$237.74 for Water and Sewer**

** *Councilperson Kassner moved to approve writing off a total of \$237.74 for Water and Sewer, seconded by Councilperson Huber, and on roll call vote, passed, 8-0.*

ADJOURNMENT

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

The meeting was adjourned at 6:14 p.m.

Susanne Galbraith
Council President

Lorrie Pearce, City Clerk

New Business

RESOLUTION NO. 4290

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 8TH DAY OF OCTOBER, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

EXHIBIT "A"

**COLLECTIVE BARGAINING
AGREEMENT**

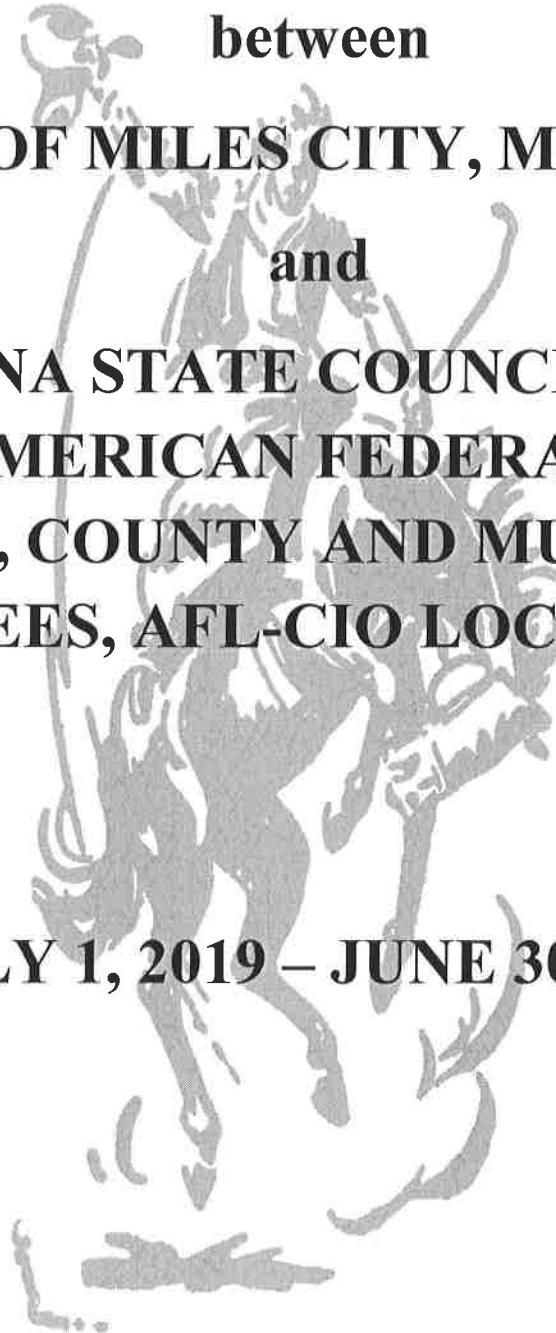
between

CITY OF MILES CITY, MONTANA

and

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

JULY 1, 2019 – JUNE 30, 2020



283A COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE 1 – RECOGNITION 1

ARTICLE 2 - DUES ASSIGNMENT 1

 A. Membership Information 1

 B. Statutory Rights/Inquiries 1

 C. Voluntary Assignments 2

 D. Amount Deducted 2

 E. Indemnification 2

ARTICLE 3- EMPLOYEE RIGHTS 2

 A. Union Activities 2

 B. Nondiscrimination 2

 C. Representation 2

 D. Personnel File 2

 E. Just Cause 3

ARTICLE 4- SENIORITY, LAYOFF & RECALL 3

 A. Seniority 3

 B. Layoff 3

 C. Recall 4

ARTICLE 5 - EMPLOYMENT POLICY 4

 A. Probationary Period 4

 B. Operator's License Required 5

 C. Transfers 5

ARTICLE 6- HOURS OF WORK 5

 A. Workday 5

 B. Workweek 5

 C. Shifts 6

 D. Rest Periods 6

 E. Lunch Period 6

 F. Double-shift 6

 G. End of Shift 6

 H. Water/Wastewater Plant Work Week 6

ARTICLE 7- COMPENSATION 6

 A. Salaries, Wages, & Longevity 6

 B. Overtime 7

 C. Compensatory Time 7

 C. Call-outs & Standby Time 8

 D. Deduction Slips 8

 E. Equal Pay for Equal Work 8

283A COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

ARTICLE 8- HOLIDAYS..... 8

 A. Holidays 8

 B. Holiday or Sunday Work 9

 C. Scheduled Days Off..... 9

ARTICLE 9- VACATIONS 9

 A. Accrual & Use 9

 B. Maximum Accrual 9

 C. Pay-off 10

 D. Death 10

 E. Vacation Dates..... 10

 F. During a Holiday..... 10

 G. On a Split Basis 10

 H. Running Total 10

ARTICLE 10- SICK LEAVE 10

 A. Defined 10

 B. Accrual of Sick Leave 10

 C. Payment of Sick Leave 11

 D. Other Sick Leave Provisions..... 11

 E. Emergency Sick Leave 12

ARTICLE 11 -OTHER LEAVE WITH PAY 13

 A. Military Leave..... 13

 B. Jury & Witness Duty..... 13

 C. Funeral of Co-Workers 13

 D. Union Leave..... 13

 E. Personal Leave Day..... 14

ARTICLE 12 - LEAVE WITHOUT PAY 14

 A. Entitlement..... 14

 B. Requests..... 14

 C. Response..... 14

 D. Public Service Leave 14

ARTICLE 13- FAMILY & MEDICAL LEAVE 14

 A. Grant & Use 14

 B. Seniority 14

 C. Transfer 15

283A COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

D. Violations 15

ARTICLE 14- LEAVE AUTHORIZATION & VERIFICATION 15

 A. Authorization 15

 B. Verification 15

 C. Frequent Absences..... 15

ARTICLE 15 - WORKING CONDITIONS 15

 A. Work Rules 15

 B. Separation..... 16

 C. Visits by Union Representative 16

 D. Union Bulletin Boards 16

 E. Personal Property 16

 F. Safety Equipment..... 16

 G. Replacement of Tools..... 16

 H. Description of Heavy Equipment..... 16

 I. Supervisors Operating Equipment..... 17

 J. Immunizations 17

 K. Commercial Drivers Licenses 17

 L. Steel Toed Boots 17

 M. Foreman Pay..... 17

 N. Clothing Stipend 17

ARTICLE 16- HEALTH, SAFETY & WELFARE 17

 A. Industrial Accident Insurance 17

 B. Health Insurance..... 17

 C. Unemployment Insurance 18

 D. Safety Committee 18

ARTICLE 17- JOB POSTING..... 18

 A. Posting..... 18

 B. Seasonal Employees 18

 C. Short-term Employees 18

 D. Hiring 19

ARTICLE 18- CONTRACTING & SUBCONTRACTING OF PUBLIC WORK..... 19

ARTICLE 19- GRIEVANCE & ARBITRATION PROCEDURE..... 19

 A. Grievance..... 19

 B. Stewards & Grievance Committee 19

283A COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2019 – JUNE 30, 2020

TABLE OF CONTENTS

C. Time Limits Are Critical 20

D. Procedure 20

ARTICLE 20- MANAGEMENT RIGHTS 21

ARTICLE 21 - SAVINGS CLAUSE 22

ARTICLE 22 - STRIKES & LOCKOUTS 22

ARTICLE 23- TERM, AMENDMENTS & MODIFICATIONS OF BASIC AGREEMENT 23

 SIGNATURES 23

ADDENDUM "A"

 283A WAGE MATRIX 1

ADDENDUM "B"

 Heavy Equipment Operator Program 1

 Evaluation Sheet 2

ADDENDUM C

 GRIEVANCE REPORT FORM 1

AGREEMENT

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

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Miles City employed in the Street Department, Water Department, Sewer Department, Park Department, Engineering Department, Library, and all other employees of the City, excluding employees of the Fire Department, Police Department, Central Dispatch, Appointive Officers and their deputies, and supervisors and confidential, management and probationary employees. The Union recognizes the Mayor and his or her designated agent as the representative of the City of Miles City.

ARTICLE 2 - DUES ASSIGNMENT

- A. **Membership Information:** Designated Union representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The Union shall schedule its access time with the Human Resources Department. The City and the Union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues – such as web-based and/or written information – in those situations where in-person orientation does not occur.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to

contact the Union-designated representatives.

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

ARTICLE 3 - EMPLOYEE RIGHTS

- A. **Union Activities:** No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.
- B. **Nondiscrimination:** It is the policy of the City and the Union to assure that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.
- C. **Representation:** Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.
- D. **Personnel File:** An employee may view and obtain one copy of anything in his or her official personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any

derogative document, which will be filed together with such document

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

ARTICLE 4 - SENIORITY, LAYOFF AND RECALL

A. **Seniority:**

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

B. **Layoff:**

1. *Layoff Notices:* When the City intends to layoff an employee or employees due to a reduction in force, the City will give a 21-day advance notice to the Union and the employee or employees.
2. *Order:* Layoffs caused by a reduction in force shall be in order of seniority within the affected classification, after all Seasonal employee(s) within the affected classification are dismissed. A junior employee may be bypassed if he or she is the sole possessor of particular skills and/or abilities which are required to perform a remaining position. An individual remaining on layoff status for three calendar years from the date of layoff shall be deemed dismissed thereafter.
3. *Bumping:* An employee subject to layoff may by written notice to the Mayor not later than ten calendar days from being notified of a pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate that he or she has the minimum qualifications and

ability to perform the duties of that position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training. A bumped employee shall be placed on layoff status.

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

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

C. **Recall:** When the City intends to permanently fill a vacant or newly created bargaining unit position, the most senior employee on layoff status who can demonstrate that he or she has the minimum qualifications and ability to perform the duties of the position, or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within the first four weeks of work in the new position through orientation and/or regular on the job training, shall be recalled by certified, return-receipt letter to the employee's last known address. The employee must notify the City in writing of his or her intention to return to work not later than ten calendar days from the issuing of the recall notice, and must return to work on the date specified by the City.

ARTICLE 5 - EMPLOYMENT POLICY

A. **Probationary Period:** Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from

service without recourse to the grievance procedure.

B. **Operator's License Required:** The City shall require a Clearwater/Wastewater Treatment Operator's License issued from the State of Montana for filling any position at those plants - Clearwater Treatment Operator's License for Clearwater positions, Wastewater Treatment Operator's License for Wastewater positions. If an individual can be issued a temporary permit, the individual may take the certification examination for the Clearwater or Wastewater treatment test according to the Department of Department of Environmental Quality (DEQ) policy. In no case shall an operator be allowed to work more than one year on a temporary permit, unless scheduling of final tests isn't complete within that year period. If the individual fails to pass the DEQ tests, he/she shall be transferred back to the original department according to seniority.

C. **Transfers:**

1. *Voluntary Transfer:* Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.
2. *Involuntary Transfer:* The City may transfer an employee to a position for which the employee has demonstrated the qualifications and ability to perform the duties or when the nature of the duties would allow the employee to attain the minimum qualifications and abilities within 520 hours of being transferred to the new position through orientation and/or regular on the job training.

ARTICLE 6 - HOURS OF WORK

- A. **Workday:** A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.
- B. **Workweek:** A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day

of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.

- C. **Shifts:** The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.
- D. **Rest Periods:** All employees shall be granted a fifteen-minute rest break during the first four hours of the shift and another fifteen-minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.
- E. **Lunch Period:** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- F. **Double-shift:** The City may schedule a double-shift for any project, and the senior employee assigned to the project may then request his or her shift preference.
- G. **End of Shift:** Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.
- H. **Water/Wastewater Plant Work Week:** It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days.

ARTICLE 7 – COMPENSATION

- A. **Salaries, Wages, and Longevity:**
 - 1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
 - 2. Each employee covered hereby will retain their present level received as longevity.

For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of \$.05 per hour.

3. An error on a paycheck shall be paid within the first day in which the City has been notified, with deductions accurate and correct.

B. Overtime:

1. Employees required to work in excess of eight hours in any 24-hour period, or in excess of forty hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in 1/10th hour increments. Six minutes equals 1/10th of an hour.
5. Overtime shall be distributed equally to employees as is reasonable and possible.
6. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
7. The Union and City are not in favor of overtime, and nothing in this section shall be construed as encouraging such procedure.

C. Compensatory time:

1. In lieu of receiving overtime compensation an employee may elect to receive credit for overtime hours worked. The election to credit overtime hours to compensatory time must be submitted on the form provided by Human Resources Office at the beginning of each fiscal year.
2. Not more than 120 hours of work may be credited by the City to compensatory time. Compensatory time credited is available for use as time off with pay by the employee. The employee may use accumulated compensatory time credits with sufficient prior notice; except in the case of an emergency. All requests shall be on the standard leave request form, and shall be submitted to the employee's immediate supervisor. The City reserves the right to refuse use of compensatory time when, in the opinion of the City, such use would disrupt City operations. The employee has the right to accumulate 120 hours of compensatory time, the City shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the

November 30 and June 30 paydays. Employees shall be provided, by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior to the payday to receive pay out of compensatory hours. Should the employee have credits remaining upon termination, he/she shall be paid in cash for all such time at his/her regular rate of pay at the time of termination.

D. **Call-outs and Standby Time:**

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

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

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

ARTICLE 8 – HOLIDAYS

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

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

1. January 1 - New Year's Day
2. Third Monday in January - Martin Luther King Day
3. Third Monday in February - President's Day
4. Last Monday in May - Memorial Day
5. July 4 - Independence Day
6. First Monday in September - Labor Day
7. Second Monday in October - Columbus Day
8. November 11 - Veteran's Day
9. Fourth Thursday in November - Thanksgiving Day

10. December 25 - Christmas Day

11. Every day in which a general election is held throughout the State of Montana.

- B. **Holiday or Sunday Work:** Employees required to work on Sunday, a holiday or on a day which is observed in lieu of a holiday, shall be paid at two times their regular rate of pay for all hours worked.
- C. **Scheduled Day Off:** Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off which shall be scheduled by mutual agreement.

ARTICLE 9 - VACATIONS

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

year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.

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

ARTICLE 10 - SICK LEAVE

- A. **Defined:** Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, disability, exposure to contagious disease, or the necessary absence from duty to receive a medical examination or treatment.
- B. **Accrual of Sick Leave:**
 - 1. A permanent full-time employee earns sick leave credits from the first day of

employment. For calculating sick leave credits, 2,080 hours equals 1 year. Sick leave credits are earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.

2. Employees must be employed continuously for ninety calendar days before they may use earned sick leave, or are eligible for a lump sum payment for unused sick leave credits.
3. Employees will not accrue sick leave during a leave of absence without pay.

C. Payment of Sick Leave:

1. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of this termination.
2. Employees transferring between City, County, or State agencies may request the receiving agency to accept their accrued balance of sick leave credits. If the agency agrees to the transfer of sick leave credits, all credits and the lump sum payment shall become the fiscal responsibility of the receiving agency.
3. Employees shall not be credited with sick leave for which they have previously been compensated.

D. Other Sick Leave Provisions:

1. Sick leave charges and credits shall be charged to the nearest full hour.
2. By mutual agreement between the employee and the City, available annual leave credits may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.
3. Denial of Maternity Leave Unlawful:
 - a. It shall be unlawful for the City or its agent:
 - (1) to terminate a woman's employment because of her pregnancy, or
 - (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
 - (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of

pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or

(4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,

(5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.

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

4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.
5. Any holiday(s) that fall during a period when an employee is on sick leave will not be charged against sick leave credits.
6. An employee shall notify his or her supervisor of the need to use sick leave as soon as possible prior to the commencement of his or her shift, or as soon as possible thereafter in the case of an emergency.
7. The City shall provide, at the City Clerk's office, a form to be designated as a leave form. Any employee claiming leave under the sick leave provisions of this contract shall complete and submit to the City a leave form for sick leave claimed.
8. Abuse of sick leave is cause for reprimand or dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. In reprimands or dismissal resulting from this paragraph, the City shall notify the employee, in writing, of such dismissal or reprimand and shall state the reasons therefore.
9. Sick leave days shall either be on the check-off stub every payday with a running total or supplied every third month in writing by the City.

E. Emergency Sick Leave:

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

ARTICLE 11 - OTHER LEAVE WITH PAY

- A. **Military Leave:** Any permanent employee of the City who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.
- B. **Jury and Witness Duty:** An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.
- C. **Funeral of Co-Workers:** Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.
- D. **Union Leave:** Designated Union representatives may with prior approval take a reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or

officers of the Union, a list to be supplied to the City.

- E. **Personal Leave Day:** Employees shall be granted one shift of paid leave per year, to be used at the discretion of the employee and with the approval of the department head. The personal leave day will be used prior to June 30 of each year and cannot be carried forward.

ARTICLE 12 - LEAVE WITHOUT PAY

- A. **Entitlement:** All employees are entitled to take leave of absence without pay when authorized by the City.
- B. **Requests:** Requests for leave of absence without pay shall be submitted in writing by the employee to his or her immediate supervisor. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- C. **Response:** The City's reply shall be given in writing to the employee not later than five calendar days after receipt of such request.
- D. **Public Service Leave:** Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury, certified to by a licensed physician.

ARTICLE 13 - FAMILY AND MEDICAL LEAVE

- A. **Grant and Use:** When an employee is absent from work for a reason that qualifies under the Family and Medical Leave Act (FMLA), such leave shall be deemed to have begun and the employee will use available sick leave credits. An employee may arrange to use FMLA leave intermittently or to reduce a regular work schedule in the case of family or personal health issues which qualify under the Act, and with the advance permission of the City in the case of birth or adoption.
- B. **Seniority:** Notwithstanding the provisions of the FMLA, an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the

period of FMLA leave.

- C. **Transfer:** The City will not transfer an employee taking FMLA leave on an intermittent or reduced schedule basis for planned medical treatment without the permission of the employee.
- D. **Violations:** Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION

- A. **Authorization:** An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.
- B. **Verification:** Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.
- C. **Frequent Absences:** The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

ARTICLE 15 - WORKING CONDITIONS

- A. **Work Rules:**
 1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
 2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive

work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed changes and receiving written consent from the Union to implement any such changes.

- B. **Separation:** Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.
- C. **Visits by Union Representative:** Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.
- D. **Union Bulletin Boards:** The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or any of its members and shall not be in the nature of political activities.
- E. **Personal Property:** When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.
- F. **Safety Equipment:** Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.
- G. **Replacement of Tools:** The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.
- H. **Description of Heavy Equipment:**
 - 1. Backhoe
 - 2. Loaders, with one yard or more, excluding snow bucket
 - 3. Blade
 - 4. Sweepers

5. Flushers

This clause is to differentiate between regular and heavy equipment.

- I. **Supervisors Operating Equipment:** Supervisors will not operate equipment on non-working hours in lieu of call-out of appropriate personnel, except in cases of emergency.
- J. **Immunizations:** The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.
- K. **Commercial Drivers Licenses:** The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL driver's license. The City will pay for the difference in cost between a regular driver's license and the type of CDL the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.
- L. **Safety Toed Boots:** The City will pay the price of safety toed boots up to \$150.00 pending receipt. This applies to not more than one pair of boots per year.
- M. **Foreman Pay:** When an employee is assigned by the Dept. Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the stipend that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that stipend for the time he or she has been assigned that duty.
- N. **Clothing Stipend:** Each employee will receive an annual clothing allowance of \$150.00 on a separate check.

ARTICLE 16 - HEALTH, SAFETY AND WELFARE

- A. **Industrial Accident Insurance:** The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.
- B. **Health Insurance:** The City shall contribute toward each participating employee's

monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

- C. **Unemployment Insurance:** The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance,
- D. **Safety Committee:** The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

ARTICLE 17 - JOB POSTING

- A. **Posting:** When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least five (5) working days on bulletin boards normally used for employee postings:
 - The location and title of the position The wage
 - The minimum qualifications The starting date
 - Assigned hours and days of work The deadline for applying
 - If the position is temporary the anticipated length
 - With whom the application must be filed
- B. **Seasonal Employees:** A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal.
- C. **Short-term Employees:** A position shall be deemed "short-term" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a short-term position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to short-term.

- D. **Hiring:** Non-probationary employees in the bargaining unit may apply and shall be given preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent.

ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

The Union recognizes that the City has statutory and other rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of contracting out any public work being performed by the City to undermine the Union, nor to discriminate against any employee because of Union activities.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Grievance:** An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. Grievances shall be filed and appealed using the form provided as Addendum C. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. **Stewards & Grievance Committee:** Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance

Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.

- C. **Time limits are critical.** Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written agreement.

D. **Procedure:**

Step 1: Any employee who feels he or she has a grievance shall, after attempting to settle the matter informally, report it to a Steward not later than 10 calendar days of the event giving rise to the grievance, to a designated Steward. The Steward, with or without the employee present, shall present the grievance to the Mayor or his/her designee not later than five working days from receipt of the grievance. The Mayor or designee shall respond in writing to the Steward not later than five working days from receipt of the grievance.

Step 2: If the Union is not satisfied with the Mayor's response, it shall not later than twenty calendar days submit the grievance in writing to the City Council, which will hear the matter at the next regular meeting for which the matter can be placed on the agenda. The Council shall respond in writing to the Union not later than 10 calendar days following its next regular meeting.

Step 3: Arbitration:

1. If the Union is not satisfied with the response from the City Council, the Union may appeal the grievance to final and binding arbitration by giving the Mayor written notice not later than ten calendar days of receipt of the Council's response. The Union shall petition the Board of Personnel Appeals for a list of seven potential arbitrators to be delivered to the Union and the Mayor or his/her designee. The parties shall then toss a coin to determine the order of striking names, which process shall result in one name being left who shall be the arbitrator. The Union shall notify the Board of the name of the arbitrator chosen.

2. The parties will work with the elected arbitrator to schedule a hearing date, or to arrange for an alternate system of presenting the issue. Each party shall be responsible for its own costs, except if both parties request a transcript in which case they will split the costs, just as the fees and expenses of the arbitrator shall be split between the parties.
3. Not less than 20 calendar days before the arbitration hearing, the arbitrator will decide all arbitrability issues filed to that date.
4. The arbitrator shall have no authority to add to, subtract from or otherwise alter the terms of this Agreement. The arbitrator shall issue his or her decision in writing to each party not later than thirty calendar days of the close of the hearing or the submission of post hearing briefs.
5. Should an employee or the Union file the subject of an active grievance into another arena, the grievance shall be deemed null and void. However, from the point the matter is submitted to arbitration, the Union and employee shall be barred from filing the matter into another arena.

ARTICLE 20 - MANAGEMENT RIGHTS

Management retains the right to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights shall include, but not be limited to:

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

ARTICLE 21 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by a court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 22 - STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that there shall not be any strikes, slowdowns, sympathy strikes, interference in the operations of the City, and the City agrees that there shall not be any lockouts.

ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, 2019, and shall continue in full force and through June 30, 2020 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates.

In Witness Whereof, the parties hereto, acting by and through their respective and authorized officers and representatives, have hereto executed.

FOR THE CITY OF MILES CITY:

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

Date Ratified: _____

Date Ratified: _____

Mayor

President, Local 283A

City Clerk

Vice President, Local 283A

Secretary/Treasurer, Local 283A

Field Representative

Montana Council #9 AFSCME AFL-CIO

Executive Director

Montana Council #9 AFSCME AFL-CIO

ADDENDUM "A"
283A WAGE MATRIX
EFFECTIVE 7/01/2019 THROUGH 6/30/2020

PUBLIC WORKS AND PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Foreman	N/A	N/A	N/A	N/A	\$ 23.53
Heavy Equipment Operator - Employed Prior to 7/01/2018	N/A	N/A	N/A	N/A	\$ 20.37
HEO - Customer Service	N/A	N/A	N/A	N/A	\$ 20.37
HEO - Mechanic	N/A	N/A	N/A	N/A	\$ 20.69
Mechanic	N/A	N/A	N/A	N/A	\$ 21.62
Employed After 7/01/2018					
	Probationary Wage	7th Month	61st Month	121st Month	181st Month
HEOI -CDL	\$ 15.00	\$ 15.95	\$ 16.58	\$ 17.22	\$ 17.85
HEOII - Front End Loader	N/A	\$ 16.23	\$ 17.05	\$ 17.68	\$ 18.69
HEOIII - Loader/Backhoe	N/A	\$ 16.51	\$ 17.52	\$ 18.52	\$ 19.53
HEOIV - Loader/Backhoe/Excavator or Motor grader	N/A	\$ 16.79	\$ 17.98	\$ 19.18	\$ 20.37
Foreman	N/A	N/A	\$ 21.42	\$ 22.48	\$ 23.53
Laborer	\$ 15.00	\$ 15.67	\$ 16.17	\$ 16.68	\$ 17.01
Mechanic	\$ 15.00	\$ 17.21	\$ 18.86	\$ 20.52	\$ 21.62
Seasonal Laborer - 1st Year - Probation	\$ 11.00	N/A	N/A	N/A	N/A
Seasonal Laborer - 2nd Year	N/A	\$ 11.31	N/A	N/A	N/A
Seasonal Laborer - 3rd Year	N/A	\$ 11.63	N/A	N/A	N/A
Seasonal Laborer - 4th Year	N/A	\$ 12.60	N/A	N/A	N/A
WATER/WASTEWATER TREATMENT PLANTS - PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Water/Wastewater (1st 6 Months of Initial Employment) Probation	N/A	N/A	N/A	N/A	\$ 16.76
Water/Wastewater Operator Probationary (After 6 months initial employment probation)	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator 1st Test Passed	N/A	N/A	N/A	N/A	\$ 20.05
Water/Wastewater Operator - All DEQ Water/Wastewater Treatment Requirements have been meet	N/A	N/A	N/A	N/A	\$ 21.21
Shift Differential - Weekend	N/A	N/A	N/A	N/A	\$ 0.25
Employed After 7/01/2018					
	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Water/Wastewater (1st 6 Months of Initial Employment) Probation	\$ 16.00	N/A	N/A	N/A	N/A
Water/Wastewater Operator Probationary (After 6 months initial employment probation)	N/A	\$ 16.93	N/A	N/A	N/A
Water /Water Treatment Operator Requires DEQ Test Passed	N/A	\$ 17.75	\$ 18.57	N/A	N/A
Water /Water Treatment Operator - All DEQ Testing Requirements met.	N/A	\$ 18.90	\$ 19.48	\$ 20.06	\$ 21.21
Shift Differential - Weekend	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
STIPENDS - ADDED TO TOTAL HOURLY WAGE W/DIRECTOR APPROVAL OR CERTIFICATION					
	Stipend	Stipend	Stipend	Stipend	Stipend
Mechanic - Tool Stipend	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Pesticide & Arborist Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Distribution Certification	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
LIBRARY					
Employed Prior to 7/01/2018					Base Wage
Acquisitions/Cataloging/Circulation Librarian	N/A	N/A	N/A	N/A	\$ 17.20
Circulation Interlibrary Loan	N/A	N/A	N/A	N/A	\$ 18.00
Children's Librarian	N/A	N/A	N/A	N/A	\$ 18.00
Librarian	N/A	N/A	N/A	N/A	\$ 17.20

ADDENDUM "A"
283A WAGE MATRIX
EFFECTIVE 7/01/2019 THROUGH 6/30/2020

Employed After 7/01/2018	Probationary Wage	7th Month	61st Month	121st Month	181st Month
Acquisitions/Cataloging/Circulation Librarian	\$ 15.00	\$ 15.73	\$ 16.28	\$ 16.83	\$ 17.20
Circulation Interlibrary Loan	\$ 15.00	\$ 16.00	\$ 16.75	\$ 17.50	\$ 18.00
Children's Librarian	\$ 15.00	\$ 16.00	\$ 16.55	\$ 17.10	\$ 18.00
Librarian	\$ 15.00	\$ 15.73	\$ 16.28	\$ 16.83	\$ 17.20
WATER/WASTEWATER BILLING					
Employed Prior to 7/01/2018					Base Wage
Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 15.97
Assistant Utility Billing Clerk	N/A	N/A	N/A	N/A	\$ 16.38
Employed After 7/01/2018					
Utility Billing Clerk	\$ 14.00	\$ 14.79	\$ 15.39	\$ 15.98	\$ 16.38
Assistant Utility Billing Clerk	\$ 14.00	\$ 14.66	\$ 15.15	\$ 15.74	\$ 15.97
PUBLIC WORKS AND PUBLIC UTILITIES					
Employed Prior to 7/01/2018					Base Wage
Administrative/Building Code Assistant	N/A	N/A	N/A	N/A	\$ 19.74
Employed After 7/01/2018					
Administrative/Building Code Assistant	\$ 16.00	\$ 17.25	\$ 18.18	\$ 19.12	\$ 19.74
CITY COURT					
Employed Prior to 7/01/2018					Base Wage
City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.14
Deputy City Court Clerk	N/A	N/A	N/A	N/A	\$ 17.14
Employed After 7/01/2018					
City Court Clerk	\$ 14.00	\$ 15.05	\$ 15.83	\$ 16.62	\$ 17.14
Deputy City Court Clerk	\$ 14.00	\$ 14.82	\$ 15.43	\$ 16.04	\$ 16.45

Increase in Wage
181st Month - Probationary = Difference/4 steps
Probation + Difference = 1st Step
1st Step + Difference = 2nd Step
2nd Step + Difference = 3rd Step
3rd Step + Difference = 4th Step

Addendum “B”

Heavy Equipment Operator Program

The City’s Heavy Equipment Operator Program recognizes previous equipment experience, provides for the training of new operators and includes a means of objectively evaluating all operators. HEO qualification into 4 equipment categories as follows:

	<u>Maximum Base Pay</u>
HEOI Commercial Driver’s License	\$17.85
HEOII Front End Loader	\$18.69
HEOIII Front End Loader / Backhoe	\$19.53
HEOIV Front End Loader / Backhoe / Excavator or Motor grader	\$20.37

There will be a training and evaluation form (example attached) associated with each piece of equipment. The form will include the most common tasks a city operator will be required to perform throughout the year under normal working conditions for each piece of equipment. The form will be used to document training, note deficiencies, make recommendations and validate promotions to each operator category.

Once a qualified person/trainer has verified that an operator can safely and competently perform all the required tasks for a piece of equipment, they will recommend to the applicable Department Director that the operator be promoted to the appropriate HEO category.

Employees hired prior to July 1, 2018 who have not been promoted to HEO will fall under the pay scale of the of HEOIV at the maximum base pay. All individuals hired after ratification of the 2018/2019 CBA will fall under the new HEO pay categories.

The training and documentation part of the program will be implemented to provide a fair and objective means of evaluating abilities, training and provide a means of documenting training as required by the Montana Department of Labor and Industry.

Addendum "B"
Heavy Equipment Operator Program
Evaluation Sheet
 Front End Loader

Operator Name: _____

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

		Competent	
		Yes	No

Competent Operator	
Date	Signature

Push up spoils piles, sweepings, snow piles etc.
Needs more training
Competently performs tasks
Hours this session
Comments
Load Trucks

Hrs.		

Dirt Bucket
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

Snow bucket
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

Operate around asphalt recycler preparing asphalt
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

Cut, level , backdrag and prep with bucket
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

Operate snow blower / Forks / Stinger
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

Cut snow & Ice
Needs more training
Competently performs tasks
Hours this session
Comments

Hrs.		

HEO Certification

Operator's Signature _____
 Competent Operator/Trainer Signature _____
 Department Director Signature _____

Date: _____
 Date: _____
 Date: _____

Addendum "C"
Grievance Report Form

GRIEVANCE REPORT FORM

Miles City, MT

283-A Bargaining Unit

Page 1 of 2

Grievant: _____

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated:

B. _____

Contract Provision Violated:

C. _____

Contract Provision Violated

use additional sheets if necessary

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

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____

Date given to Grievant: _____

Addendum "C"
Grievance Report Form

Grievant: _____

Date of Grievance: _____

GRIEVANTS RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____

Date given Council Chair: _____

COUNCIL'S RESPONSE:

A. _____

B. _____

C. _____

Council Chair's Signature: _____

Date given to Grievant: _____

RESOLUTION NO. 4291

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 8TH DAY OF OCTOBER, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

COLLECTIVE BARGAINING

AGREEMENT

between

CITY OF MILES CITY

and

MILES CITY POLICE DEPARTMENT

AFSCME LOCAL No. 283-B

July 1, 2019 through June 30, 2020



283B COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2018 – JUNE 30, 2019
TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
A. Recognition of Exclusive Representative.....	1
B. Union Leave & Communications	1
ARTICLE 2 - CITY RIGHTS.....	1
A. Inherent Managerial Rights	1
B. Effect of Laws, Rules & Regulations	1
C. Law Enforcement	1
ARTICLE 3 - UNION SECURITY, RIGHTS & PROHIBITIONS.....	2
A. Membership Information	2
B. Statutory Rights/Inquiries	2
C. Religions Exemption.....	2
D. Union Negotiations.....	2
D. Use of Conference Room.....	2
F. Union Visitation	2
G. Janitorial Duties	2
ARTICLE 4 - PROHIBITED PRACTICES	2
A. Treatment of Union Members.....	2
B. Restraining and/or Coercing Employees.....	2
C. Other Labor Groups Prohibited.....	3
D. Discrimination	3
ARTICLE 5 - HOURS OF WORK & OVERTIME.....	3
A. City Rights.....	3
B. Police Officers.....	3
C. Dispatchers.....	4
D. Civilian Employees.....	4
E. Overtime.....	5
F. Minimum Call Back	5
ARTICLE 6 – SALARIES.....	6
A. Wage/Salary Schedule	6
B. Shift Supervisors.....	6
C. Sole Officer.....	6
D. Pay Periods	6
ARTICLE 7 - LEAVES OF ABSENCE.....	6
A. Sick Leave	6
B. Annual Vacation	7
C. Emergency	7
D. Medical Leave.....	7
E. Leave Without Pay	8
F. Military Leave	8
G. Maternity Leave.....	8
H. Personal Leave.....	8
I. Educational Leave	8
J. Family & Medical Leave	8

283B COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2018 – JUNE 30, 2019
TABLE OF CONTENTS

K. Records of Leaves.....	8
ARTICLE 8 – HOLIDAYS	8
A. Holiday Schedule.....	8
B. Holiday Pay.....	9
C. Holidays on Regular Days Off.....	9
ARTICLE 9 - HEALTH EXAMINATIONS & REQUIREMENTS	9
A. Physical Fitness Required.....	9
B. Medical Examinations.....	9
C. Physical Fitness Standards.....	9
D. Schools & Pistol Qualifications.....	10
ARTICLE 10- EMPLOYEE FRINGE BENEFITS	10
A. Medical Insurance	10
B. Retirement	11
C. Equipment Provided	11
D. Department Ammunition	11
E. Uniform Allowance	11
ARTICLE 11 - HEALTH AND SAFETY.....	11
A. Industrial Insurance Required	11
B. Employee Losses	11
C. Employee Injuries.....	11
D. Bullet Proof Vests	11
ARTICLE 12 - NEW POSITIONS & PROMOTIONS.....	11
A. New Positions.....	11
B. Promotional Procedure	12
C. School Resource Officer	12
ARTICLE 13 - SENIORITY, LAYOFF & RECALL	12
A. Seniority	13
B. Layoff.....	13
C. Recall.....	14
ARTICLE 14 - DISCIPLINE & DISCHARGE.....	14
A. Supervisory Authority.....	13
B. Investigatory Suspension.....	14
C. Appeal	14
D. Personnel Files	14
ARTICLE 15-GRIEVANCE & ARBITRATION PROCEDURES	14
A. Stewards	14
B. Grievance Representation.....	14
C. Definition	14
D. Time Limits.....	14
E. Prompt Correction	15
F. Resolution Procedure.....	15
G. Election of Remedy.....	16
ARTICLE 16 - MEET & CONFER.....	16

**283B COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2018 – JUNE 30, 2019
TABLE OF CONTENTS**

A. Committee.....	16
B. Meetings.....	16
C. Reports.....	16
ARTICLE 17 - SAVINGS CLAUSE.....	16
A. Severability.....	16
B. Substitute Provisions.....	16
ARTICLE 18 – DURATION.....	17
A. Duration.....	17
B. Effect.....	17
C. Work Stoppage Prohibited.....	17
ADDENDUM A – WAGES	
A. Police Officers.....	1
B. Dispatch & Animal Control.....	4
C. Recognition for Training & Education.....	6
E. Performance Evaluations.....	10
ADDENDUM B - GRIEVANCE REPORT FORM	

ARTICLE 1 – RECOGNITION

A. Recognition of Exclusive Representative:

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

B. Union Leave and Communications:

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

ARTICLE 2 - CITY RIGHTS

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

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

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

- A. **Membership Information:** Designated Union representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The Union shall schedule its access time with the Human Resources Department. The City and the Union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues – such as web-based and/or written information – in those situations where in-person orientation does not occur.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- C. **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
- D. **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.
- E. **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.
- F. **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.
- G. **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 shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the November 30 and June 30 paydays. Employees shall be provided, by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior to the payday to receive pay out of compensatory hours.

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

Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public. The primary vacation, of a minimum of two weeks, shall be requested by March 31 of each calendar year and placed upon the vacation calendar in their Department. Vacation time may be split. Any conflict in schedules will be determined by Seniority. Vacation time requested after March 31 shall be on a first come first served basis. For vacations that exceed three (3) days, such requests must be submitted at least two weeks in advance.

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 or off-duty. Officers off-duty will receive a maximum of two hours flex time, to be approved by the supervisor. 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:

1. Wage Schedule (Minimums):

a. Effective July 1, 2019

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

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

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

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule (Minimums):

a. Effective July 1, 2019

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

2. Animal Control Wage Schedule (Minimums):

a. Effective July 1 2019

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

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

C. Recognition for Training and Education:

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

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

GRIEVANCE REPORT FORM

MILES CITY, MONTANA

POLICE DEPARTMENT

Page 1 of 2

Grievant: _____ Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated: _____

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

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

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Chief of Police: _____

CHIEF OF POLICE'S RESPONSE:

A. _____

B. _____

C. _____

Police Chiefs Signature: _____ Date given to Grievant: _____

ADDENDUM B -GRIEVANCE REPORT FORM

Grievant: _____

Page 2 of 2

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Mayor: _____

MAYOR'S RESPONSE:

A. _____

B. _____

C. _____

Mayor's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____

Union President's Signature: _____ Date Given to City Council: _____

CITY COUNCIL'S RESPONSE:

A. _____

B. _____

C. _____

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

Mary Rowe

From: Anna Hampton
Sent: Thursday, September 26, 2019 5:12 PM
To: deputyclerk@milescity-mt.org
Subject: Account 27346

Hi Mary,

I have another account that I received mail returns for and the patient is deceased as of 6-20-19. According to the obituary I found online there is no surviving spouse. He has five accounts for a total of \$1106.96. Can you submit this for review to write off as deceased?

Thanks,

Anna Hampton
Solestone Reimbursement Services
Phone: 406-523-0565
Fax: 406-542-2785

I verified obituary
and also found no
estate on 9-27-19
@ 9Am
Mary
Fowe

Mary Rowe

From: Anna Hampton
Sent: Thursday, September 26, 2019 9:43 AM
To: deputyclerk@milescity-mt.org
Subject: 19-0707

Hi Mary,

I received a mail return for this account. Per our online address search system the patient is deceased as of 8-22-19. I have been unable to locate an online obituary detailing whether or not he has a surviving spouse or an estate. This call is an assist call for \$104.04. I was wondering if I may be able to write this one off?

Thank you,

Anna Hampton
Solestone Reimbursement Services
Phone: 406-523-0565
Fax: 406-542-2785

On 9-26-19 I ^{also} searched
for spouse or next of kin
and came up empty handed.

Mary Rowe
11:50AM

These people were unable to be assessed to the tax roll because they no longer own the properties in question. These four will need to be sent to collections.

Jessica Wellington \$327.17

James Dolatta \$164.91

Neil Zabroski \$794.03

Kyla Kruger \$96.42

327.17+
164.91+
794.03+
96.42+
1,382.53*

Claims

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 1 of 15
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
131878	-99848C	406 BRODY CHEMICAL	454.99					
1	471132	08/10/19 Chemicals ~ Oasis	454.99		26623	1000 14 460445	222	101000
131918	82084S	2910 TONGUE RIVER ELECTRIC	451.96					
1	TRECO93019	09/25/19 Southgate Lighting	401.84			2450 51 430263	341	101000
2	DTRECO0919	09/25/19 Garfield 911	50.12		26951	2850 105 420140	341	101000
131919	-99845E	1970 MONTANA DAKOTA UTILITIES	15,642.49					
1	09/07/19	Airport ~ Electric	977.09			5610 87 430300	341	101000
2	09/07/19	Airport ~ Gas	87.32			5610 87 430300	344	101000
3	09/07/19	Lighting District 165	3,904.89			2400 46 430263	341	101000
4	09/07/19		10,673.19			2400 46 430263	533	101000
131920	82085S	671 CUSTER COUNTY TREASURER	466.00					
1	09/30/19	OCT-DEC 2013: D/L RNSTMT FEES	0.00			7452 212500		101000
2	09/30/19	OCT-DEC 2013: LE ACDMY SURCHG	466.00			7467 212200		101000
131921	82086S	975 FIREMANS FUND	1,890.00					
1	09/28/19	QUARTERLY CLOTHING ALLOTMENT	1,890.00		26276	1000 7 420460	211	101000
131922	82072S	4019 WEX BANK	9,778.17					
1	61044436	09/30/19 FUEL	1,020.75		26634	1000 13 460433	231	101000
2	09/30/19	FUEL	0.00			1000 201 431200	370	101000
3	09/30/19	FUEL	2,677.24		26634	2510 107 430220	231	101000
4	09/30/19	FUEL	669.31		26634	2520 108 430220	231	101000
5	09/30/19	FUEL	49.71		26634	6040 910 430220	231	101000
6	09/30/19	FUEL	114.77		26667	5210 22 430530	231	101000
7	09/30/19	FUEL	114.77		26667	5210 80 430540	231	101000
8	09/30/19	FUEL	114.77		26667	5310 33 430640	231	101000
9	09/30/19	FUEL	143.48		26667	5310 32 430690	231	101000
10	09/30/19	FUEL	432.65		26277	1000 7 420460	231	101000
11	09/30/19	FUEL	985.79		26277	5510 10 420730	231	101000
12	09/30/19	FUEL	2,064.96		26851	1000 5 420140	231	101000
13	09/30/19	FUEL	127.99		26851	1000 21 440600	231	101000
14	09/30/19	FUEL	0.00			1000 5 420160	231	101000
15	09/30/19	FUEL	557.59		26718	5210 23 430550	231	101000
16	09/30/19	FUEL	557.59		26718	5310 31 430630	231	101000
17	09/30/19	FUEL	146.80		1035	5610 87 430300	231	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 2 of 15
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
131924	82087S	1535 LUCAS & TONN PC	100.00					
1	LTPC092019	09/23/19 Westlaw ~ Professional Ser	100.00		092019	1000 4 411100	350	101000
131926	82088S	2914 TOURISM BUSINESS IMPROVEMENT	2,470.00					
1	TBID201909	09/30/19 TBID ~ Monthly Econolodge	2,470.00			7370 212500		101000
131927	-99847E	373 MASTERCARD	26,079.15					
1	09/20/19		18.87			1000 3 410500	210	101000
2	09/20/19		6.85			1000 3 410500	311	101000
3	09/20/19		250.00*			1000 3 410500	334	101000
4	09/20/19		50.26			1000 5 420140	210	101000
5	09/20/19		130.20			1000 5 420140	220	101000
6	09/20/19		1,287.99			1000 5 420140	230	101000
7	09/20/19		78.85			1000 5 420140	311	101000
8	09/20/19		91.40			1000 5 420140	366	101000
9	09/20/19		193.52			1000 5 420140	370	101000
10	09/20/19		470.00			1000 5 420140	380	101000
13	09/20/19		13.94			1000 6 410300	220	101000
14	09/20/19		20.09			1000 7 420460	214	101000
15	09/20/19		40.16			1000 7 420460	231	101000
16	09/20/19		1.43			1000 7 420460	241	101000
17	09/20/19		5.31			1000 7 420460	311	101000
18	09/20/19		52.72			1000 7 420460	347	101000
19	09/20/19		1,759.70			1000 7 420460	364	101000
20	09/20/19		172.00			1000 7 420460	380	101000
21	09/20/19		38.98			1000 7 420460	400	101000
22	09/20/19		242.54			1000 13 460433	220	101000
23	09/20/19		259.98			1000 13 460433	226	101000
24	09/21/19		452.92			1000 13 460433	230	101000
25	09/20/19		29.50*			1000 21 440600	311	101000
26	09/20/19		11.97			1000 36 411020	210	101000
27	09/20/19		105.00			1000 36 411020	334	101000
28	09/20/19		42.93			2220 16 460100	224	101000
29	09/20/19		104.42			2220 16 460100	311	101000
31	09/20/19		772.33			2220 16 460100	382	101000
32	09/20/19		11.97			2394 18 420531	210	101000
35	09/20/19		9.58			2510 107 430220	210	101000
37	09/20/19		722.90			2510 107 430220	230	101000
38	09/20/19		290.66			2510 107 430220	350	101000
39	09/20/19		1,725.81			2510 107 430220	363	101000
40	09/20/19		123.82			2510 107 430220	380	101000
41	09/20/19		2.39			2520 108 430220	210	101000
42	09/20/19		180.72			2520 108 430220	230	101000
43	09/20/19		436.00			2520 108 430220	350	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 3 of 15
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
44	09/20/19		431.45			2520 108 430220	363	101000
45	09/20/19		30.96			2520 108 430220	380	101000
46	09/20/19		873.18			2985 15 450330	220	101004
48	09/20/19		204.13			2985 15 450351	220	101008
49	09/20/19		13.46			5210 22 430530	210	101000
50	09/20/19		64.87			5210 22 430530	220	101000
51	09/20/19		36.88			5210 22 430530	226	101000
52	09/20/19		188.63			5210 22 430530	230	101000
53	09/20/19		2.15			5210 22 430530	311	101000
54	09/20/19		145.00			5210 22 430530	330	101000
55	09/20/19		42.44			5210 22 430530	363	101000
56	09/20/19		53.07			5210 23 430550	210	101000
57	09/20/19		59.58			5210 23 430550	214	101000
58	09/20/19		545.35			5210 23 430550	220	101000
59	09/20/19		1,311.47			5210 23 430550	230	101000
61	09/20/19		1,503.82			5210 23 430550	235	102270
62	09/20/19		181.67			5210 23 430550	350	101000
63	09/20/19		1,002.88			5210 23 430550	363	101000
64	09/20/19		18.88			5210 25 430510	210	101000
65	09/20/19		13.46			5210 80 430540	210	101000
66	09/20/19		65.70			5210 80 430540	220	101000
67	09/20/19		475.64			5210 80 430540	222	101000
68	09/20/19		36.89			5210 80 430540	226	101000
69	09/20/19		188.63			5210 80 430540	230	101000
70	09/20/19		15.15			5210 80 430540	311	101000
71	09/20/19		145.00			5210 80 430540	330	101000
72	09/20/19		18.87			5310 29 430610	210	101000
75	09/20/19		53.09			5310 31 430630	210	101000
76	09/20/19		103.97			5310 31 430630	220	101000
77	09/20/19		80.83			5310 31 430630	230	101000
78	09/20/19		181.67			5310 31 430630	350	101000
79	09/20/19		1,002.88			5310 31 430630	363	101000
80	09/20/19		7.17			5310 32 430690	210	101000
81	09/20/19		23.07			5310 32 430690	220	101000
82	09/20/19		310.95			5310 32 430690	230	101000
83	09/20/19		10.77			5310 33 430640	210	101000
84	09/20/19		67.15			5310 33 430640	220	101000
87	09/20/19		663.73			5310 33 430640	222	101000
88	09/20/19		152.36			5310 33 430640	230	101000
89	09/20/19		693.00			5310 33 430640	346	101000
90	09/20/19		2,524.32			5510 10 420730	222	101000
91	09/20/19		25.96			5510 10 420730	347	101000
92	09/20/19		-116.22			5510 10 420730	364	101000
93	09/20/19		106.00			5610 87 430300	220	101000
94	09/20/19		165.34			5610 87 430300	230	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 4 of 15
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
95	09/20/19		108.52			5610 87 430300	345	101000
96	09/20/19		80.76			5610 87 430300	363	101000
97	09/20/19		136.79			6040 910 430220	210	101000
98	09/20/19		190.99			6040 910 430220	214	101000
99	09/20/19		146.21			1000 5 420160	210	101000
100	09/20/19		698.00			2850 105 420140	214	101000
101	09/20/19		784.92			2850 105 420140	370	101000
131928	82089S	721 DALES CLEANING SERVICE	600.00					
1	DCS92619	09/27/19 City Hall ~ September Cleani	600.00		26900	1000 8 411230	360	101000
131929	-99844E	1970 MONTANA DAKOTA UTILITIES	11,306.99					
1	09/30/19	GAS/ELECTRIC ~ FD	670.25			1000 7 420460	341	101000
2		GAS/ELECTRIC ~ FD	14.64			1000 7 420460	344	101000
3		GAS/ELECTRIC ~ City Hall	616.69			1000 8 411230	341	101000
4		GAS/ELECTRIC ~ City Hall	34.55			1000 8 411230	344	101000
5		GAS/ELECTRIC ~ Parks	985.04			1000 13 460433	341	101000
6		GAS/ELECTRIC ~ Parks	54.21			1000 13 460433	344	101000
7		GAS/ELECTRIC ~ Bath House	194.75			1000 14 460445	341	101000
8		GAS/ELECTRIC ~ Animal Shelter	98.74			1000 21 440600	341	101000
9		GAS/ELECTRIC ~ Animal Shelter	24.03			1000 21 440600	344	101000
10		GAS/ELECTRIC ~ Library	895.08			2220 16 460100	341	101000
11		GAS/ELECTRIC ~ Library	34.55			2220 16 460100	344	101000
14		GAS/ELECTRIC ~ District 167	551.07			2420 48 430263	341	101000
15		GAS/ELECTRIC ~ Rental Fee	1,274.77			2420 48 430263	533	101000
16		GAS/ELECTRIC ~ District 171	156.40			2430 49 430263	341	101000
17		GAS/ELECTRIC ~ District 172	1,432.86			2440 50 430263	341	101000
18		GAS/ELECTRIC ~ District 202	114.30			2470 72 430263	341	101000
19		GAS/ELECTRIC ~ Rental Fee	398.12			2470 72 430263	533	101000
20		GAS/ELECTRIC ~ District 173	128.72			2480 47 430263	341	101000
21		GAS/ELECTRIC ~ Sewer Lift	122.98			2510 107 430220	341	101000
26		GAS/ELECTRIC ~ Water Plant	796.92			5210 22 430530	341	101000
28		GAS/ELECTRIC ~ Fish & Game	15.14			5210 23 430550	341	101000
29		GAS/ELECTRIC ~ Fish & Game	5.47			5210 23 430550	344	101000
30		GAS/ELECTRIC ~ Fish & Game	15.14			5310 31 430630	341	101000
31		GAS/ELECTRIC ~ Fish & Game	5.47			5310 31 430630	344	101000
32		GAS/ELECTRIC ~ Sewer Lift	1,595.89			5310 32 430690	341	101000
33		GAS/ELECTRIC ~ Sewer Lift	54.24			5310 32 430690	344	101000
35		GAS/ELECTRIC ~ Ambulance	330.12			5510 10 420730	341	101000
36		GAS/ELECTRIC ~ Ambulance	7.21			5510 10 420730	344	101000
39		GAS/ELECTRIC ~ Shop	608.90			6040 910 430220	341	101000
40		GAS/ELECTRIC ~ Shop	29.51			6040 910 430220	344	101000
41		FISH & GAME	24.23			2510 107 430220	341	101000
42		FISH & GAME	8.75			2510 107 430220	344	101000
43		FISH & GAME	6.06			2520 108 430220	341	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 5 of 15
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
44		FISH & GAME	2.19			2520 108 430220	344	101000
131930	82083S	2450 POSTMASTER (UTILITIES)	1,133.93					
1		USPS092019 09/30/19 Water/Sewer Postage	566.96			5210 25 430510	311	101000
2		USPS092019 09/30/19	566.97			5310 29 430610	311	101000
131932	82068S	394 BOSS INC	536.82					
1		277070-0 07/30/19 Finance	58.48			1000 3 410500	210	101000
2		07/30/19	58.48			5210 25 430510	210	101000
3		07/30/19	58.49			5310 29 430610	210	101000
4		276003-0 07/24/19 City Attorney	43.49		24441	1000 4 411100	220	101000
5		280544-0 08/21/19 Police	174.06		26440	1000 5 420140	210	101000
6		277955-0 08/05/19	66.60		26429	1000 5 420140	220	101000
7		277072-0 07/30/19 Dispatch	77.22		26191	1000 5 420160	210	101000
131933	82090S	3292 MONTANA AIR CARTAGE	250.50					
1		YNZ83119 09/01/19 Partners Program crate deliv	250.50		26519	2880 39 460100	311	101000
131934	82069S	2830 STAR PRINTING & SUPPLY	80.79					
5		275330 08/20/19 MCFIRE	35.50		26273	1000 7 420460	220	101000
6			17.48			5510 10 420730	220	101000
9		275094 08/09/19 RSVP	9.90		26555	2985 15 450340	210	101000
10		275463 08/22/19	11.79		26555	2985 15 450351	220	101008
11		275444 08/21/19 Library	6.12		26517	2220 16 460100	320	101000
12		Noble	31.00			1000 4 411100	214	101000
13			-31.00			1000 4 411100	220	101000
131935	-99843E	1970 MONTANA DAKOTA UTILITIES	11,604.55					
1		09/05/19 Industrial Water Treatment Pla	6,141.48			5210 22 430530	341	101000
2		09/05/19	43.75			5210 22 430530	344	101000
3		09/05/19 N Daly Sewer Treatment Plant	5,419.32			5310 33 430640	341	101000
131936	82074S	572 VERIZON WIRELESS	240.10					
1		9837550915 09/07/19 MDT Fees	240.10		26856	1000 5 420140	220	101000
131937	82091S	1721 MID RIVERS TELEPHONE CORP	3,169.84					
1		09/30/19 CITY COURT	111.28			1000 6 410300	345	101000
2			61.10			1000 6 410300	347	101000
3		LIBRARY	93.53			2220 16 460100	345	101000
4			98.60			2220 16 460100	347	101000
5		CITY POOL	0.00			1000 14 460445	345	101000
6		911 EMERGENCY	354.61			2850 105 420140	345	101000
7		RSVP	117.58			2985 15 450330	345	101004
8		AIRPORT	55.39			5610 87 430300	345	101000
9			114.20			5610 87 430300	319	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 6 of 15
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
10			12.40			5610 87 430300	347	101000
11	MAYOR		35.92			1000 1 410200	345	101000
12	FINANCE		52.36			1000 3 410500	345	101000
13			19.52			1000 3 410500	347	101000
14	ATTORNEY		4.59			1000 4 411100	345	101000
15	POLICE		313.06			1000 5 420140	345	101000
16			65.60			1000 5 420140	347	101000
17	PD/DISPATCH		311.08			1000 5 420160	345	101000
18	FIRE		161.79			1000 7 420460	345	101000
19			135.60			1000 7 420460	347	101000
20	TREASURER		4.59			1000 9 410540	345	101000
21	PARK DEPT		40.65			1000 13 460433	345	101000
22			37.60			1000 13 460433	347	101000
23	ANIMAL CONTROL		40.09			1000 21 440600	345	101000
24	PLANNING		77.52			1000 36 411020	345	101000
25	BUILDING INSPECTION		26.36			2394 18 420531	345	101000
26	MMD #204		67.43			2510 107 430220	345	101000
27	MMD #205		32.75			2520 108 430220	345	101000
28	WATER PLANT		76.20			5210 22 430530	345	101000
29			80.20			5210 22 430530	347	101000
30	WATER LINES		36.91			5210 23 430550	345	101000
31			11.40			5210 23 430550	347	101000
32	WATER ADMIN		47.09			5210 25 430510	345	101000
33			13.10			5210 25 430510	347	101000
34	WASTE WATER ADMIN		47.07			5310 29 430610	345	101000
35			19.51			5310 29 430610	347	101000
36	SEWER LINES		36.90			5310 31 430630	345	101000
37			11.40			5310 31 430630	347	101000
38	WWTP		34.94			5310 33 430640	345	101000
39			45.60			5310 33 430640	347	101000
40	AMBULANCE		109.38			5510 10 420730	345	101000
41			28.24			5510 10 420730	347	101000
42	CITY SHOP		37.93			6040 910 430220	345	101000
43			55.89			6040 910 430220	347	101000
44	HISTORICAL PRESERVATION		0.00*			2935 11 460461	345	101000
45			0.85			2935 11 460461	347	101000
46	URBAN RENEWAL		19.86			2310 11 460462	345	101000
47	09/30/19		12.17			2310 11 460462	347	101000
131938	-99846C	4187 MONTANA COMMUNITY DEVELOPMENT	1,162.96					
1	RLF190018	09/05/19 Fire Training Center Paymen	523.79			1000 7 490500	654	101000
2			639.17			1000 7 490500	655	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 7 of 15
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
131939	82092S	316 DATA IMAGING SYSTEMS, INC	2,353.35					
1	4881	09/30/19 Managed Services (plus annual)	363.65			1000 3 410500	360	101000
2	34898	09/30/19 Managed Services	227.58			5210 25 430510	360	101000
3		09/30/19 Managed Services	227.58			5310 29 430610	360	101000
4		09/30/19 Managed Services	121.21			1000 1 410200	360	101000
5		09/30/19 Managed Services	121.21			1000 36 411020	360	101000
6		09/30/19 Managed Services	261.82			5210 23 430550	360	101000
7		09/30/19 Managed Services	261.82			5310 31 430630	360	101000
8		09/30/19 Managed Services	172.12			2510 107 430220	360	101000
9		09/30/19 Managed Services	92.12			2520 108 430220	360	101000
10		09/30/19 Managed Services ~ Treasurer	121.21			1000 9 410540	360	101000
11		09/30/19 Managed Service ~ TIF District	121.21			2310 11 460462	360	101000
13		09/30/19 Managed Services ~ Building In	261.82			2394 18 420531	360	101000
131940	82064S	1921 MONTANA MUNICIPAL INTERLOCAL	703.80					
1		Sept-2019 09/05/19 September Retiree Premiums	703.80			1000 362022		101000
131941	82093S	1286 DENNIS HIRSCH	12,239.81					
1		Sept 2019 09/30/19 September Permits	12,239.81		26902	2394 18 420531	350	101000
131942	82075S	999999 MLEA C/O DCI	450.00					
1	805	09/03/19 Leadership Class Phase I & II	450.00		26447	1000 5 420140	380	101000
131943	82094S	4072 DOJ/DCI	4,000.00					
1	#10	09/18/19 MC match funds for yr 19/20	4,000.00		26448	1000 5 420140	700	101000
131944	82095S	4101 LOSINSKI PLUMBING	977.90					
1	592533	08/01/19 REPLACED TOILETS & PLUG	655.19		26274	1000 7 420460	360	101000
2	130223	08/05/19 SEWER ODOR	322.71		26274	5510 10 420730	360	101000
131945	82096S	999999 PLATINUM EDUCATION GROUP	500.00					
1	19-0267	03/12/19 ANNUAL SITE LICENSE FEE ~ EMS	500.00		26271	5510 10 420730	380	101000
131946	82065S	999999 LINDA WILKINS	254.70					
1		09/06/19 Travel Advance ~ MT A & LR Con	254.70			1000 3 410500	370	101000
131947	-99840C	278 TITAN MACHINERY	714.19					
1	12775652	08/05/19 Unit 43	571.35		26453	2510 107 430220	363	101000
2		see desc 08/13/19 Invoices 12775671 & 12807587	142.84		26453	2520 108 430220	363	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 8 of 15
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
131948	82097S	2560 REGAN PLUMBING & HEATING	597.29					
1	219-57983	08/15/19 Supplies	1.30		26625	1000 13 460433	230	101000
2	219-58121	09/04/19 111 S Strevell -Curstop Rep	44.41		26719	5210 23 430550	235	101000
3	219-58173	09/17/19 Denton	22.23		26901	1000 13 460433	230	101000
4	219-58174	09/17/19 Supplies	8.61		26901	1000 13 460433	230	101000
5	219-58252	09/26/19 Warming House	85.00		26901	1000 13 460433	230	101000
6	219-58253	09/26/19 18 S Strevell ~ Repair Wate	151.06		26724	5210 23 430550	350	101000
7	219-58175	09/09/19 Water Tower repair parts	284.68		26725	5210 23 430550	230	101000
131949	82067S	498 CENTURY LINK	1,941.84					
1	406896217	08/21/19 9-1-1 Phone System	1,941.84		26192	2850 105 420140	345	101000
131950	82098S	999999 JIM KILLEN	80.00					
1	003	09/06/19 Lift Starter	80.00		1033	5610 87 430300	230	101000
131951	82099S	3039 UTILITIES UNDERGROUND LOCATION	164.85					
1	9085085	08/31/19 August Locates	82.43		26717	5210 23 430550	220	101000
2			82.42			5310 31 430630	220	101000
131952	82100S	4149 Gordon Repair, LLC	97.84					
1	4711	08/30/19 Loader Hoses	97.84		1034	5610 87 430300	363	101000
131953	82076S	999999 MONTANA LAW ENFORCEMENT C/O DCI	250.00					
1	838	09/05/19 lodging & meals	250.00		26195	1000 5 420160	380	101000
131954	82077S	4038 BOBCAT OF MILES CITY	2,100.00					
1	01-44619	08/02/19 Rental	1,680.00		26637	2510 107 430220	363	101000
2	01-44894	08/16/19 Rental	420.00		26637	2520 108 430220	363	101000
131955	82101S	4210 MUGGLI CONTRACTING	18,486.28					
1	182568	09/06/19 Impound Lot	7,394.51		26636	2510 107 430233	230	101000
2			1,848.63			2520 108 430233	350	101000
3			4,621.57			5210 23 430550	350	101000
4			4,621.57			5310 31 430630	350	101000
131956	82102S	2151 Morrison-Maierle System	2,745.00					
1	34923	09/05/19 Qrtly Managed Service Aug-Oct	2,595.00		26196	2850 105 420140	350	101000
2	35017	09/17/19 Netgear Port/Switch Equip/Soft	150.00		26198	2850 105 420140	350	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 9 of 15
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
131957	82103S	353 BIG SKY ELEVATOR SERVICE LLC	400.00					
1	3773	08/12/19 Annual Preventative Maint	200.00		26668	5210 22 430530	360	101000
2			200.00			5210 80 430540	360	101000
131958	82066S	4119 Department of Environmental	140.00					
1	86th	Wtr S 09/26/19 Exam Fees	54.90		26671	5210 22 430530	380	101000
2			41.18			5210 80 430540	380	101000
3			27.45			5310 33 430640	380	101000
4			16.47			5310 32 430690	380	101000
131959	82070S	2831 MILES CITY STAR PUBLISHING	1,171.50					
1		City of MC	280.00		25981	1000 3 410500	330	101000
2			280.00			5210 25 430510	330	101000
3			280.00			5310 29 430610	330	101000
4		Public Works	188.50		25331	1000 201 431200	331	101000
5			114.40		26638	2510 107 430220	331	101000
6			28.60*			2520 108 430220	331	101000
131960	82071S	999999 MONTANA REPERTORY THEATRE	550.00					
1	partv101	09/23/19 Love that Dog Contract	550.00		26520	2880 43 460100	350	101003
131961	82073S	999999 ALLY CAPPS	325.50					
1	ATRF 9-19	09/19/19 Travel Advance MT Planners	325.50		24743	1000 36 411020	370	101000
131962	-99841C	4010 FELT, MARTIN, FRAZIER & WELDON,	157.50					
1	963	09/12/19 S.G. Litigation	78.75		26755	1000 4 411100	350	101000
2			78.75			5210 25 430510	350	101000
131963	82104S	4180 INTELLICORP RECORDS, INC.	29.75					
1	Fire Dept	09/23/19 Criminal Background Check	19.93			1000 7 420460	220	101000
2			9.82			5510 10 420730	220	101000
131964	-99839C	4213 OVIVO USA, LLC	45,345.50					
1	WAAER02470	09/20/19 Digester Cover's 10% WWTP	45,345.50		26720	5310 33 430640	940	101000
131965	82105S	999999 SAMANTHA MALENOVSKY	142.08					
1	1	09/19/19 Reimburse- Copy- Plat	10.00		25333	1000 36 411020	327	101000
2	09112019	09/11/19 Travel Reimburse- Levee Ft P	132.08		25332	1000 201 431200	370	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 10 of 15
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
131966	82106S	55 A-1 CONCRETE	11,192.00					
1	09162019	09/16/19 Slab @ WWTP	5,655.00		26675	5310 33 430640	940	101000
2	09162019	09/16/19 Curb/Gutter ADA Apron	2,300.00		26639	2510 107 430234	350	101000
3			3,237.00			2510 107 430235	230	101000
131967	82078S	4039 SCOTT GRAY	68.50					
1	092319	09/23/19 Travel Advance- MTLCT	54.80		26646	2510 107 430220	370	101000
2			13.70			2520 108 430220	370	101000
131968	82107S	925 FARMERS ELEVATOR	10.10					
1	IM5814	09/09/19 Oil	10.10		26643	1000 13 460433	231	101000
131969	82108S	999999 LYNN MILLER	24.43					
1		Ace Receip 09/14/19 Reimburse for Top Soil	24.43		26642	2510 107 430220	230	101000
131970	82079S	1426 KIWI PETES TREE SERVICE	4,600.00					
1	927122	09/18/19 2105 Brisbin & 612 Merriam	3,550.00		26641	2510 107 430220	350	101000
2	927123	09/20/19 10th & Palmer	1,050.00		26641	2510 107 430220	350	101000
131971	82080S	4140 STOLTZ CONSTRUCTION LLC	2,931.60					
1	614299	09/18/19 2309 Dickinson	2,931.60		26640	2510 107 430234	350	101000
131972	82109S	237 CPI COLLECTION PROFESSIONALS INC	202.13					
1	51200	08/31/19 Water/Sewer Collections	101.07			5210 25 430510	350	101000
2			101.06			5310 29 430610	350	101000
131973	82110S	1321 HOLMLUND MOBILE LOCK & KEY	120.00					
1		09/19/19 Re-Key & Replace Locks	120.00		26858	1000 5 420140	350	101000
		Invoice # 34135 & 34201						
131974	82111S	1810 MILES CITY VET SERVICE	33.00					
1	220732	08/24/19 K9 Boarding (Max)	33.00		26859	1000 5 420140	790	101080
131975	82112S	999999 FLOWPOINT ENVIRONMENTAL SYSTEMS	795.00					
1	4792	02/07/19 Software Maintenance	795.00		26672	5310 33 430640	230	101000
131976	82113S	790 DPC INDUSTRIES	140.00					
1	DE72000226	08/31/19 demurrage	100.00		26673	5210 80 430540	222	101000
2			40.00			5310 33 430640	222	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 11 of 15
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
131977	82114S	408 BRENNTAG PACIFIC, INC.	7,413.50					
1		BPI982407 09/13/19 WC 9922 Polymer	7,413.50		26658	5210 80 430540	222	101000
131978	82115S	979 FIREMANS COMPANY	195.00					
1		9905 09/10/19 Library Annual Alarm Inspectio	195.00		26521	2220 16 460100	360	101000
131979	82116S	2580 REYNOLDS WAREHOUSE GROCERY	87.54					
1		4233 08/01/19 Cleaning Supplies	58.65		26278	1000 7 420460	220	101000
2			28.89			5510 10 420730	220	101000
131980	82117S	999999 PHOTO CARD SPECIALISTS, INC	58.00					
1		118223 09/03/19 Accountability Name Tags	58.00		26282	1000 7 420460	220	101000
131981	82118S	4169 EMERGENCY APPARATUS MAINT., INC.	442.48					
1		107794 08/09/19 Engine 8- Handle for Pump	442.48		26281	1000 7 420460	364	101000
131982	82119S	2510 QUAD K SUPPLY	116.50					
1		55699 09/11/19 Cleaning Supplies	78.06		26279	1000 7 420460	220	101000
2			38.44			5510 10 420730	220	101000
131983	82120S	2865 DEPT OF ENVIRONMENTAL QUALITY	7,258.00					
1		5I2000837 09/05/19 Comm Connection Fee	7,258.00*		26754	5210 25 430510	513	101000
131984	82121S	870 EAST MAIN ANIMAL CLINIC	582.52					
1		stmt 3690 09/02/19 Vet Service from Shelter	582.52		26853	1000 21 440600	350	101000
131985	82122S	1330 SCI Health - Sisters of Charity	725.10					
1		500265237 08/31/19 DUI Blood Draws	725.10		26855	1000 5 420140	350	101000
131986	82081S	999999 JAMES GOODSELL	87.00					
1		Sch & Exam 09/13/19 Travel Advance- Bozeman	34.12		26670	5210 22 430530	370	101000
2			25.59			5210 80 430540	370	101000
3			17.05			5310 33 430640	370	101000
4			10.24			5310 32 430690	370	101000
131987	82082S	999999 RAYMOND EMELINE	87.00					
1		Sch & Exam 09/13/19 Travel Advance- Bozeman	34.12		26669	5210 22 430530	370	101000
2			25.59			5210 80 430540	370	101000
3			17.05			5310 33 430640	370	101000
4			10.24			5310 32 430690	370	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 12 of 15
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
131988	82123S	4013 SOLESTONE REIMB SERVICES	2,095.81					
1	10794	09/10/19 Ambulance Billing	2,095.81		26280	5510 10 420730	350	101000
131989	82124S	4135 Donnelly Overhead Doors &	100.00					
1	See Desc	09/12/19 Inv- 405395 & 405396	100.00		953	5610 87 430300	230	101000
131990	82125S	999999 SDI ARCHITECTS & DESIGN	2,560.00					
1	1929-Airpo	08/31/19 Ind. Park Building Design	2,560.00		1036	5610 87 430300	925	101000
131991	82126S	700 CUSTER COUNTY WATER & SEWER	14,177.31					
1	09302019	09/30/19 Water/Sewer Collections CCW&	14,177.31			7980 211020		101000
131992	82127S	2847 STEADMANS ACE HARDWARE	9.99					
		Used in Negligence Case 9/6/19						
1	385511	09/06/19 Instant Read Thermometer	9.99		26852	1000 5 420140	214	101000
131993	82128S	1407 KADRMAS LEE & JACKSON INC	49,721.06					
1	10124525	09/20/19 Darling Addition Rehab Proj	24,685.40		26647	2821 95 430233	935	102131
2			24,685.40			5210 23 430550	940	101000
3	10124526	09/20/19 Stormwater Plan	196.00		26334	2510 107 430235	350	101000
4			49.00			2520 108 430235	350	101000
5	10124527	09/20/19 Public Relations/Outreach	105.26		26334	1000 201 431200	350	101000
131994	82129S	2537 RDO EQUIPMENT CO	1,184.31					
1	W24866	09/20/19 Unit #46	453.16		26456	2510 107 430220	363	101000
2	Unit #46		113.29			2520 108 430220	363	101000
3	Unit #46		283.23			5210 23 430550	363	101000
4	P52266	Unit #46	283.23			5310 31 430630	363	101000
5	P51998	08/20/19 Unit #46	41.12		26457	2510 107 430220	363	101000
6	P52216		10.28		26457	2520 108 430220	363	101000
131995	82130S	313 FASTENAL	66.36					
1	MTMIE75383	09/20/19 Hardware	66.36		1038	5610 87 430300	230	101000
131996	-99838C	501 CHEM SEARCH	874.49					
1	3688774	09/19/19 Grenadier Plus	776.80		26676	5310 33 430640	220	101000
2	3689424	09/20/19 Air Freshener	97.69		26676	5210 22 430530	220	101000
131997	82131S	2166 MUNICIPAL CODE CORP	3,411.71					
1	00333337	09/23/19 Code of Ordinances Supplemen	3,411.71		25982	1000 3 410500	360	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 13 of 15
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
131998	82132S	4062 SCL HEALTH ~ Supplies	283.22					
1	8466	08/31/19 Medical Supplies	283.22		26284	5510 10 420730	222	101000
131999	82133S	1637 RONNING ENTERPRISES dba MARTIN	6,146.50					
1	0706	09/25/19 Bender Fence Repair	6,146.50		26648	1000 13 460433	360	101000
132000	82134S	4214 DPHHS/HEALTH RESOURCES	6,689.99					
1	Year 2018	09/05/19 Medicaid Funded Claims	6,689.99		26283	5510 10 420730	350	101000
132001	82135S	429 BNSF RAILWAY COMPANY	5,445.32					
1	19061076	06/18/19 Truck Route Lease #40213448	5,445.32		26649	2510 107 430220	532	101000
132002	82136S	902 ENERGY LABORATORIES INC	1,055.00					
1	09/30/19	Bacti's, Floouride, THM's & HA	945.00		26674	5210 80 430540	352	101000
		260863, 262580, 265265, 265561, 266111						
2	262900	09/16/19 Ammonia-Phosphorus & Nitrogen	110.00		26674	5310 33 430640	352	101000
132003	82137S	4031 ED CURNAN	75.00					
1	092019	09/27/19 POLICE COMMISSION ~ QTR 3	75.00			1000 5 420140	350	101000
132004	82138S	4034 STEVE RICE	75.00					
1	092019	09/27/19 POLICE COMMISSION ~ QTR 3	75.00			1000 5 420140	350	101000
132005	82139S	4171 FERGUSON WATERWORKS #1701	2,437.43					
1	722329	09/17/19 Sensus Water Meter/Billing Tec	2,437.43		26723	5210 23 430550	350	101000
132006	82140S	4142 CORE & MAIN	2,029.92					
1	L125860	09/25/19 Repair Couplings on Waterline	1,004.90		26722	5210 23 430550	230	101000
2	L258734	09/27/19 Repair Couplings on Waterline	1,025.02		26726	5210 23 430550	230	101000
132007	82141S	4186 BUCKY JOHNSON	34.21					
1	092019	09/04/19 Cell Phone Reimbursement	17.11		26721	5210 23 430550	345	101000
2			17.10			5310 31 430630	345	101000
132008	82142S	999999 BETTY VAIL	1,941.28					
1	Sept 2019	09/28/19 Travel Reimbursement	1,941.28		26558	2985 15 450340	370	101000
132009	82143S	999999 KELI ANDERSON	507.36					
1	St Cert	09/25/19 Travel reimburse ~ Helena 911	507.36*		26199	1000 5 420160	370	101000

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 14 of 15
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
132010	82144S	523 CITY SERVICE, INC.	21,339.97					
1	0379593	09/08/19 6025 Gallons AV Gas 100LL	21,339.97		1040	5610 87 430300	237	101000
132011	82145S	999999 JORDANNA HETLER	6.52					
1	09/30/19	Water Deposit Refund	6.52			5210 214010		101000
132012	82146S	999999 JORDAN CROTINGER	56.58					
1	09/30/19	Water Deposit Refund	56.58			5210 214010		101000
132013	82147S	999999 KENZA IVERSON	95.16					
1	09/30/19	Water Deposit Refund	95.16			5210 214010		101000
132014	82148S	999999 TOOTER & JO ROGERS	47.68					
1	09/30/19	Water Deposit Refund	47.68			5210 214010		101000
132015	82149S	999999 SANDRA MOELLER	79.90					
1	09/30/19	Water Deposit Refund	79.90			5210 214010		101000
132016	82150S	999999 ROBERT CHRISTOPHERSON	111.19					
1	09/30/19	Water Deposit Refund	111.19			5210 214010		101000
132017	82151S	999999 BRIAN AMBROSINI	96.12					
1	09/30/19	Water Deposit Refund	96.12			5210 214010		101000
132018	82152S	999999 KATIE KEITH	12.51					
1	09/30/19	Water Deposit Refund	12.51			5210 214010		101000
132019	82153S	999999 DUSTIN SLOAN	230.00					
1	Helena 08/23/19	Leadership Training Travel Reimburse ~ Meals	230.00		26865	1000 5 420140	370	101000
132020	82154S	4022 MARILYNN FORMAN	350.00					
1	Sept 19 09/30/19	September PD Cleaning	350.00		26863	1000 5 420140	350	101000
132021	82155S	999999 CITY OF COLSTRIP	100.00					
1	09122019 09/19/19	Dark Horse Training	100.00		26861	1000 5 420140	380	101000
132022	82156S	999999 VERIZON WIRELESS - VSAT	150.00					
1	09/10/19	Search Warrant Info	150.00		26860	1000 5 420140	350	101000
190228795-40144392, 19022870-46317726, 190229419-71047951								

10/03/19
13:54:55

CITY OF MILES CITY
Claim Details
For the Accounting Period: 9/19

Page: 15 of 15
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
132023	82157S	999999 MONTANA FIREFIGHTER TESTING	1,200.00					
1	1008	09/18/19 Annual Dues	1,200.00		26287	1000 7 420460	350	101000
132024	82158S	771 DEPT OF REVENUE	3,380.42					
1	WMC app2	09/24/19 Darling Phase II, WMC	1,724.02		26728	5210 23 430550	940	101000
2	1%	Tax Withholding	1,656.40			2510 107 430236	220	101000
132025	82159S	4024 WESTERN MUNICIPAL CONSTRUCTION	334,661.88					
1	Pay app 2	09/24/19 Darling Phase II Const	170,677.55		26727	5210 23 430550	940	101000
2			163,984.33			2510 107 430236	220	101000
132026	82160S	999999 SNAP-ON TOOLS	3,574.00					
1	9101961684	09/10/19 Tools	3,574.00		26455	6040 910 430220	214	101000
132027	82161S	872 EASTERN MONTANA IND	325.00					
1	435057	09/30/19 Library ~ September Cleaning	325.00		26525	2220 16 460100	360	101000
132028	82162S	999999 AL OLSON	26.74					
1	09/30/19	Meal Reimburse DAV	26.74		26562	2985 15 450330	379	101004
132029	82163S	673 CUSTER NETWORK AGAINST DOMESTIC	768.36					
1	3rd Qtr	09/30/19 Civil Legal Assist/Victim Dom	768.36			7471 212500		101000
132030	82164S	395 VA MONTANA HEALTHCARE SYSTEM	417.50					
1	436K90C5PG	10/01/19 October Rent ~ RSVP	417.50		26564	2985 15 450340	530	101000
132031	82165S	286 STANLEY CHIROPRACTIC OFFICE	85.00					
1	12087-CDL	10/02/19 CDL Physical	85.00		26730	5210 23 430550	350	101000
132032	82166S	4094 MONTANA DEPT OF AGRICULTURE	100.00					
1	10/03/19	Pesticide Training	39.22		26678	5210 22 430530	380	101000
2			29.41			5210 80 430540	380	101000
3			19.61			5310 33 430640	380	101000
4			11.76			5310 32 430690	380	101000
132033	82167S	999999 NANCY REYNOLDS	89.13					
1	Jul-Sep 19	09/30/19 Meals ~ DAV Driver	89.13		26563	2985 15 450330	379	101000

of Claims 114 Total: 689,732.25

Total Electronic Claims 113,342.81 Total Non-Electronic Claims 576389.44