



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, SEPTEMBER 15, 2020  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.*

### **General Items**

#### **Executive Review**

- [1.](#) Appointment of Colton McCleary to the Laurel Volunteer Ambulance Service.
- [2.](#) Appointment of Lyndy Gurchiek as Ambulance Director of the Laurel Ambulance Service.
- [3.](#) Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.
- [4.](#) Resolution - A Resolution Approving A Task Order Between The City Of Laurel And Kadrmas, Lee & Jackson, INC. For The Lions Park Improvements Project.
- [5.](#) Resolution - A Resolution Approving Task Order 4 Between The City Of Laurel And Montana's Department Of Justice Natural Resource Damage Program For Construction Of The Lions Park Improvements.

#### **Council Issues**

- [6.](#) Emergency Services Community Survey
- [7.](#) Update on Ambulance Safety Levy
- [8.](#) Replacement and Depreciation Fund for Solid Waste Discussion
- [9.](#) Uncontrolled Intersections Discussion  
W. Main/5th Avenue
- [10.](#) American Legion - 1 Acre Parking Lot
- [11.](#) Update on West Railroad

#### **Other Items**

##### **Review of Draft Council Agendas**

[Review](#) Draft Council Agenda for September 22, 2020.

##### **Attendance at Upcoming Council Meeting**

##### **Announcements**

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

#### **DATES TO REMEMBER**

**File Attachments for Item:**

Appointment of Colton McCleary to the Laurel Volunteer Ambulance Service.

**From:** [Levi Vandersloot](#)  
**To:** [Brittney Moorman](#)  
**Subject:** Volunteer hire  
**Date:** Tuesday, September 1, 2020 7:38:48 PM

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Hello mayor,

We have a volunteer we would like to bring on. He is already part of the fire department. I would like to bring on Colton McCleary. Please let me know when we can get him on the agenda.

Thank you  
Levi

**File Attachments for Item:**

3. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A THREE-YEAR  
AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION  
LOCAL 316, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union have been actively negotiating a labor agreement through their respective negotiation teams; and

WHEREAS, the negotiating teams arrived at an agreement through collective bargaining efforts and have prepared the final written agreement in which all modifications, additions or deletions have been written and approved by a vote of the Union membership; and

WHEREAS, the Agreement provides a three-year agreement, with a one-year opener for wages and benefits, as contained in the attached agreement; and

WHEREAS, the City Council must next approve the attached agreement in order to finalize and implement the agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The attached agreement between the City of Laurel and the Union is hereby approved. In accordance with the terms of the agreement, such approval is retroactive to July 1, 2020.

Section 2: Execution. The Mayor, Clerk-Treasurer and City's negotiating team are hereby given authority to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on \_\_\_\_\_, 2020, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

R20\_\_ Local 316 Union Agreement Approval

AGREEMENT  
BETWEEN  
THE CITY OF LAUREL  
AND  
LOCAL 316  
  
AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES  
MONTANA STATE COUNCIL 9  
AFL-CIO  
REPRESENTING THE  
EMPLOYEES OF THE  
CITY OF LAUREL, MONTANA

JULY 1, 2020 -JUNE 30, 2023

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## AGREEMENT

This Agreement is made and entered into by and between the City of Laurel, Yellowstone County, Montana, hereinafter referred to as "Employer", and Local 316, American Federation of State, County, and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union".

WITNESS: In consideration of the mutual covenants herein set forth which have been mutually agreed to, the Employer and the Union agree to be bound as follows:

### ARTICLE I -RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Laurel, as listed by classification in Addendum "A", attached and by this reference made a part of this Agreement as though fully set forth herein, excluding elected and appointed officials, supervisory employees, management officials, and members of any City Boards or Commissions.

### ARTICLE II -UNION SECURITY

Section 1. Membership Information: The Union shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access during the onboarding process through either in-person presentations or other avenues.

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of right guaranteed in 39-31-201, 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.

Section 2. The Union shall indemnify and hold the Employer harmless, for any action that the Employer takes in response to any written request of the Union, by certified mail, to terminate an employee for reasons identified in Article II, Section 1.

### ARTICLE III - DUES ASSIGNMENT

Section 1. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due employees covered by this Agreement for union dues, initiation fees, or agency shop fees.

Section 2. The amounts to be deducted shall be certified to the Employer by the Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized



statement, to the Treasurer of the Union within five (5) working days after payroll warrants are issued.

Section 3. The Union agrees to hold harmless the Employer from any loss or damage arising from the operation of this Article due to unintentional errors.

## ARTICLE IV -MANAGEMENT RIGHTS

Section 1. Rights of the Employer: The Union recognizes that the Employer has the responsibility and the authority to manage and direct, on behalf of the public, all of the operations and activities of the Employer to the full extent authorized by law.

Section 2. Management Rights: Public employees and their Representatives shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to: (MCA 39-31-303)

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive; (MCA 39-31-303)
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency;
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the Employer, and its duly designated officials, to promulgate rules, regulations, directives, and orders from time to time as deemed necessary in so far as such rules, regulations, directives, and orders are not in conflict with the terms of this Agreement. All terms 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 government agencies.

## ARTICLE V -NONDISCRIMINATION

Section 1. It is agreed between the parties that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment, or any applicant for Union membership, because of a person's race, religion, color, national origin, age, marital status, sex or disability.

Section 2. It is further recognized that no employee shall be discharged or discriminated against by the Employer for such employee upholding Union principles or Union activities.

## ARTICLE VI - STRIKES AND LOCKOUTS

Section 1. The Union and those it represents will not engage in any strikes, slow-downs, withdrawal of services, or any other concerted effort designed to improve the Union's bargaining position which interferes with the normal operation of the Employer, or which discourages employees from the full and faithful performance of their duties during the term of this Agreement.

Section 2. There shall be no lockout of employees or any other concerted effort by the Employer designed to improve the Employer's bargaining position during the term of this Agreement.

Section 3. There shall not be any layoffs due to contracting out of bargaining unit work during the term of this Agreement.

Section 4. The Union recognizes that the Employer 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 Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

## ARTICLE VII - SENIORITY

Section 1. Seniority means an employee's length of continuous service with the Employer since his/her last day of hire. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

Section 2. Seniority within the Employer may be affected by:

- a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.
- b. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the purpose of seniority; however, previous service upon re-employment shall count towards seniority.

- c. To be absent from the job due to active military leave will not affect seniority. Time spent in the military service will count towards seniority. After completion of military service, the Employer shall re-hire such persons in accordance with applicable federal law.
- d. An employee's continuous service for purposes of seniority shall be broken by voluntary resignation, discharge for just cause, and by retirement.

(1) Union seniority shall also be forfeited when an employee is transferred or promoted to a position not covered by this Agreement, and upon completion of the probationary period in the non-union position. Should an employee not covered by this Agreement apply and be rehired to a position covered by this Agreement, their seniority shall begin upon the assumption of that covered Addendum "A" position.

- e. Absences due to accidental injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits, which are based upon seniority covered by this Agreement.

Section 3. The Employer shall recognize seniority and minimum qualifications in awarding promotions to employees when filling newly-created or vacated positions, and where qualifications are equal, seniority shall prevail. It is the intention of the parties of this Agreement that the Employer shall grant preference to the persons already working under this Agreement.

Section 4. Layoffs caused by reduction in force shall be in order of seniority within the City; that is, the last employee hired shall be the first released. Full-time and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall likewise be in order of seniority within the City; that is, the last employee released as a result of reduction in force shall be the first re-hired when the Employer needs additional employees. The Employer shall notify such employees to return to work on a certain date and furnish the Union Secretary a copy of such notification, and if the employee fails to notify the Employer within five (5) working days of his/her intentions to return to work, the employee shall be considered as having forfeited his/her right to re-employment. No regular established employee shall be laid off while there are seasonal employees working for the employer.

Section 5. If employer fails to provide ten (10) working days' notice to the employee, and employee is terminated without cause, under the layoff provisions herein, said employee shall be granted two (2) weeks' pay at his/her regular pay.

Section 6. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.

Section 7. Application of Seniority to Overtime and Call-Outs: Employer agrees that there shall be one seniority for the purpose of overtime and call-outs within the Public Works Department and includes distribution, collection, public utilities and maintenance.

## ARTICLE VIII -HOURS OF WORK

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, composed of any five (5) consecutive workdays immediately followed by two (2) days off. An employee's workweek is a fixed and regular recurring consecutive five (5) day period, beginning on the same day of each seven (7) day period.

- a. The workweek hereunder shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following.
- b. In Public Works, there shall be a shift schedule for Tuesday through Saturday, from 7:00 a.m. to 3:30 p.m., with a lunch period of 11:00 a.m. to 11:30 a.m. Any change in shift must be agreed upon pursuant to Section 3g (1) herein.
- c. The work schedule for Court Clerk III shall be 8:00 a.m. to 5:00 p.m., with a one (1) hour unpaid lunch. A normal lunch period shall be from 12:00 p.m. to 1:00 p.m. unless court runs late; in this case, lunch will start at the end of court session and last one (1) hour. The work schedule for Court Clerk I and Court Clerk II will be determined by work load.

Section 2. Workday: A normal workday shall consist of eight (8) continuous hours, except for a normal lunch period.

Section 3. Work Schedule:

- a. The working schedule for all day personnel shall be 7:00 a.m. to 3:30 p.m. for all departments, with 1/2-hour unpaid lunch. A normal lunch period shall be from 11:00 a.m. to 11:30 a.m. unless a department has established a different practice for the 1/2-hour lunch.
- b. The work schedule for all shift personnel shall be eight (8) continuous hours.
- c. Relief personnel will work regular schedules, except when relieving a shift person who is off on approved leave. In cases of a short back situation, Employer may require the relief personnel to take an eight (8) hour break when transitioning back to his/her regular shift for purposes of safety.
- d. Relief personnel will assume the days off and the work hours of the person he is relieving, unless he is only filling in for less than a week.
- e. The sweeper position may have a 3:00 a.m. to 11:00 a.m. shift, Tuesday and Friday, from approximately April 1 through October 1 of each year. The employee in this position may be required to eat his/her lunch on the job during these hours. Snowplowing and sanding shall have a 6:00 a.m. to 2:00 p.m. shift, unless the snow is of such severity as determined by the Employer to require different hours.
- f. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger.

- g. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed.

(1) In the bargaining unit, the above shifts and/or schedule may be changed by mutual agreement between the Employer, Union, and the employee(s), except relief personnel shall work a schedule change for a shift person who is off on approved leave.

- h. The work week, work day, and work schedule set out above may be changed by mutual agreement between the Union and Employer.

#### Section 4. Lunch and Rest Periods:

- a. All employees shall be granted a lunch period during each work shift consisting of more than four (4) hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift at a time designated by their supervisor. Shift workers may be required to eat their lunch on the job during their regular working hours.
- b. Two rest breaks of fifteen (15) minutes are provided, one in each half of the workday. The time and place of the rest period shall be determined by the supervisor.

## ARTICLE IX - COMPENSATION

#### Section 1. Salaries, Wages, and Longevity:

- a. The Employee Classification and conditions relative to and governing wages, salaries, or extraordinary pay rates are contained in Addendum "B" to this Agreement, which is attached to and by this reference made a part hereof as though fully set forth herein.
- b. Longevity pay benefits are contained in Addendum "C" Longevity Plan, which is attached and by this reference made a part hereof as though fully set forth herein.
- c. It is mutually agreed between the parties that compensation will be paid on or before 9:00 a.m. every other Friday following completion of the work period.

#### Section 2. Overtime:

- a. Employees required to work in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1½) times their normal rate for additional time worked. In addition, employees who are required to work in excess of sixteen (16) hours in any twenty-four (24) hour period will be compensated at the rate of two (2) times their normal rate of pay. The Employer may call in a new crew to replace a crew that has worked sixteen (16) hours in a twenty-four (24) hour period.

- b. An employee shall receive short back pay of 16 hours (double time) at their regular rate of pay if they are scheduled to work with less than 8 hours rest period between shifts in a 24-hour period to receive 40 hours within the workweek. Short back pay does not apply to an overtime situation.
- c. No overtime shall be worked without the approval of the supervisor.
- d. Employees shall not be required to suspend work during regular hours to absorb overtime.
- e. Overtime shall be paid in half hour (1/2) hour increments as follows:
  - 0-30 minutes = 1/2 hour
  - 31-60 minutes = 1 hour
- f. When computing overtime, sick leave or vacation time taken during the workweek will be considered as time worked.
- g. An overtime list shall be maintained every week and posted in each department for the purpose of allowing the employees working in that department to have the option of working available call-out overtime.
- h. Employees of each department, who are willing to work call-out overtime hours, shall sign the overtime list, in order of seniority in their department and will be called out to work available call-out overtime hours in rotating order. First name on the list will be called first, then the second name, etc. In the event that person whose name appears on the list refuses the overtime, he/she will be skipped until his/her name comes back around. Employees may, at their discretion, put their name on or off the list. When putting their name on the list, it will be put on in placement of seniority. If sufficient numbers of workers are unavailable, the supervisor shall call out employees in inverse order of seniority for call out situations only. In such an event, the least senior qualified employee shall be required to work the designated overtime. A new list will be posted on the first working day of each six (6) months. In the event management does not call in the rotating order on the call out list, grieved employee can file a time slip.
- i. It is not the intention of the parties to have employees work overtime in departments or positions for which they are not trained, licensed, or qualified. Overtime worked in departments other than the department in which the employee works shall not be allowed except in preventing the layoff of full-time employees or in bona fide emergency and at the explicit direction of the Employer.
- j. The following areas are defined for call-out list: maintenance shop, water plant, and sewer plant. Employees who are called out may be utilized in other areas for a specific job if qualified.
- k. There shall be no compounding or pyramiding of overtime pay, holiday pay, or premium pay, and only the highest applicable rate will be paid.

1. In departments if the relief is not available to work, the employee on his/her day off will be called first to work the available overtime from the call-out list. If the employee on his/her day off is not available, then the other employees may split the shift or part of the shift as agreed to by the employees within each department.
- m. Scheduled overtime may be offered by seniority first and then by inverse seniority if numbers of employees are not achieved.

Section 3. Compensatory Time: Employees under this Agreement may receive compensatory time in lieu of overtime payment in compliance with provisions of the Fair Labor Standards Act, as amended, and guidelines set down will be operative in all respects.

Employees may bank up to one hundred (100) hours of comp time each year, which shall be use it or lose it time. There shall be no cash payout of compensatory time.

Section 4. Call-Outs: Each and every call-out will be for a minimum of two and one-half (2 ½) hours pay. All time worked will be compensated at one and one-half (1 ½) times the regular rate of pay. The actual time spent in travel to and from the job during the call-out will be considered as time worked. When employee leaves Employer's premises, call-out is over.

Section 5. Persons on vacation or sick time will be skipped for call-outs. Such person will be skipped during said call-out and retain position they had on the list.

## ARTICLE X -HOLIDAYS

Section 1. Employees will receive straight time pay at their basic hourly wage for each of the following named holidays:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| 1. New Year's Day              | January 1 <sup>st</sup>              |
| 2. Martin Luther King Day      | 3 <sup>rd</sup> Monday in January    |
| 3. Presidents' Day             | 3 <sup>rd</sup> Monday in February   |
| 4. Memorial Day                | Last Monday in May                   |
| 5. Independence Day            | July 4 <sup>th</sup>                 |
| 6. Labor Day                   | 1 <sup>st</sup> Monday in September  |
| 7. Columbus Day                | 2 <sup>nd</sup> Monday in October    |
| 8. Veterans' Day               | November 11 <sup>th</sup>            |
| 9. Thanksgiving Day            | 4 <sup>th</sup> Thursday in November |
| 10. Christmas Day              | December 25 <sup>th</sup>            |
| 11. State General Election Day | When applicable                      |

Any day declared a legal holiday by the President of the United States and the Governor of Montana, with the concurrence of the Mayor of the City of Laurel. All accumulation of holiday pay shall be in accordance with the Montana Operations Manual (MOM).

Section 2. Part-time employees shall receive holiday pay on a pro-rated basis, based on their average hours worked.

### Section 3.

- a. If any holiday falls on Sunday, the Monday following is a holiday, as provided in 1-1-216 MCA. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, except as provided for in ARM 2.21.620(3).
- b. The employee shall receive holiday benefits and pay for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered as the holiday for the purpose of calculating holiday benefits and pay for the work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.

Section 4. Work performed on the holiday will be paid at one and one-half (1 ½) times the regular rate of pay for hours worked in addition to holiday pay, unless the employee has elected to accumulate such holiday in accordance with Section 6. Holiday pay is for eight (8) hours. An employee who is scheduled for a day off on a day which is observed as a legal holiday shall be compensated for either on a straight time basis, by accumulation, a regular day's pay or another day off.

Section 5. If a holiday falls on an employee's annual vacation, or while an employee is on approved sick leave, the employee shall be compensated by either receiving eight (8) hours pay at their regular straight time rate of pay or by a one-day extension of their vacation leave, at the employee's option, and not be charged as sick leave or vacation.

Section 6. Employees may accumulate up to fifteen (15) holidays to be taken by request and granted time off by the immediate supervisor. After fifteen (15) days have been accumulated, the employee must accept pay for the holiday worked. The dates when employee's accumulated holiday leaves shall be granted shall be determined by agreement between each employee and their immediate supervisor, with regard to seniority, in the best interest of the Employer, as well as in the best interest of each employee.

## ARTICLE XI - ANNUAL VACATION LEAVE

Section 1. Each full-time employee earns paid vacation as follows:

	Work day credit per year*
1 day through 10 years	15
11 years through 15 years	18
16 years through 20 years	21
21 years and over	24
*Based on an eight (8) hour day	



An employee is not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. An employee working nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits after completing the six (6) month qualifying period.

In order to qualify, such employee must immediately report back for work when operations resume in order to avoid a break in service.

Section 2. A part-time employee is entitled to pro-rated vacation benefits after working the qualifying period of six months.

Section 3. Vacation credits may be accrued to a total not to exceed two (2) times the maximum number of days earned annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited.

Section 4. Vacations must be requested in writing and approved by the department head. The annual vacation shall be requested by March 1st for each twelve (12) month period and entered on the department vacation calendar. Vacation time may be split. Current practice is two lists: 1. Utilities; 2. Maintenance. Any conflict in schedules will be determined by seniority, the Employer's best interest, and the best interests of the employee. There may be two (2) people allowed off at one time from June 1st through September 30th and three (3) people allowed off from October 1st through May 31st within the Public Works Maintenance Department. There may be one (1) person allowed off from June 1st through September 30th and two (2) people allowed off from October 1st through May 31st within the Public Works Utility Department. All parties concerned have ten (10) working days from the time the approved vacation list is posted to make corrections. Vacation requests after March 1st shall be on a first come, first served basis. If vacation leaves have been approved by all parties concerned and granted, seniority cannot affect or change the leave.

Section 5. Leave Requests and Responses: Employee must submit leave request for more than four (4) consecutive days at least seven (7) days prior to the requested leave. Employer shall respond no later than five (5) working days prior to the leave requested. Employee must submit leave request for less than four (4) days at least two (2) days prior to the requested leave. Employer shall respond no later than one (1) working day prior to the leave requested.

Section 6. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

Section 7. Leaves of absence without pay may be used to extend regular vacation with prior approval of the employee's immediate supervisor.

Section 8. An employee who terminates his/her employment with the Employer shall be entitled, upon the date of such termination, to cash compensation for any unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 1.

In the event, however, an employee transfers between departments of the Employer, there shall be no cash compensation paid for the unused vacation leave. In such a transfer, the receiving department assumes the liability for the accrued vacation credits transferred with the employee.

Section 9. In the event of the death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay providing the proper forms designed by the City Clerk/Treasurer's office have been signed and are in the employee's file.

Section 10. Vacation charges and credits shall be charged to the nearest full hour.

Section 11. The Employer shall not terminate or separate an employee from employment in an attempt to circumvent the provisions of this Article. Should any question arise under this Article, it shall be submitted to the grievance procedures.

## ARTICLE XII - SICK LEAVE

Section 1. Sick leave means a leave of absence with pay for sickness suffered by an employee or his/her immediate family. Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive medical or dental examination or treatment.

Section 2. Each full-time employee of the Employer is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, one (1) day per month up to twelve (12) working days per year sick leave at regular pay. Proportionate sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay that exceeds fifteen (15) working days. Employees are not entitled to be paid for sick leave under the provisions of this article until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

Part-time employees receive pro-rated sick leave credit. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

Section 4. An employee who terminates employment with the Employer is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates their employment with the Employer.

However, when an employee transfers between departments, the employee shall not be entitled to a lump sum payment. The department receiving the transferred employee shall assume responsibility for the accrued sick leave.

An employee who receives a lump sum payment pursuant to this article and who is re-employed by the Employer shall not be credited with any sick leave for which he/she has previously been compensated.

Sick leave charges in excess of earned sick leave credits may be charged to earned and available leave or leave without pay at the employee's option with the department head's approval.

Section 5. Sick leave is for the benefit of the employee or his/her immediate family members who are sick and is not intended to be additional time off with pay. Abuse of sick leave or the falsification of illness, injury, or other authorized claim misrepresenting the actual reason for charging an absence to sick leave, or the use of sick leave for any unauthorized purposes, become cause for termination. The Employer must be able to substantiate any charges of sick leave abuse that result in the employee's dismissal.

Section 6. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

An employee on sick leave shall inform management of the fact as soon as possible.

After the third consecutive day of sick leave, a medical certification may be required by the Employer. If the Employer requires a medical certificate, the Employer will pay the cost of such certificate.

Section 7. Sick Leave pertaining to shift personnel:

- a. Relief person will work for an employee who is on sick leave unless it is an overtime situation; then the Employer will follow the call-out list.
- b. Employees working during another employee's illness, if an overtime situation, will submit extra time to their supervisor on the daily time report, which will be paid at one and one-half (1 ½ ) times their hourly rate.
- c. Shift personnel on sick leave will inform the plant operator as soon as possible to cover shift, and document with management by the following morning.

Section 8. Sick leave charges and credits shall be charged to the nearest full hour.

Section 9. Employees covered by the Workers' Compensation Act are entitled to benefits administered under the provisions of said Act when they suffer injury or illness as a result of their employment. An employee may elect to use their accrued sick leave credits to supplement their Workers' Compensation payments, but not to exceed their normal expected pay, in accordance with applicable laws of the State of Montana.

Section 10. In the event that an employee becomes incapable of performing the duties of his/her regular position through occupational illness or industrial accident, the Employer may transfer the employee without loss of pay to a position for which he/she is qualified, provided the change can be accomplished without displacing another employee.

Section 11. Emergency Sick Leave:

- a. Emergency sick leave is defined as a necessary absence due to (1) the illness of a member of the employee's immediate family; or (2) the death of a member of the employee's immediate family.
- b. An employee's immediate family includes: spouse, children, parents, grandparents, grandchildren, brothers, sisters, in-laws, step relatives, household dependents, and all the same relation of the employee's spouse.
- c. Emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) working days per illness in the immediate family. In addition, emergency sick leave charged against an employee's sick leave credits shall not exceed a total of five (5) workdays for each death in the immediate family.

## ARTICLE XIII - LEAVE WITH OR WITHOUT PAY

Section 1. Military Leave: Upon formal request, either oral or written, for military leave, a regular or temporary full-time employee, who is a member of the organized state militia or the reserve military forces of the United States, and who has satisfactorily completed six (6) months of employment, is eligible to receive up to fifteen (15) working days, with pay, per calendar year of military leave. Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

An employee who has not completed six (6) months of employment is not eligible to receive military leave with pay; however, he/she will be given leave without pay to attend cruises, encampments, or other similar training upon formal request, either oral or written, for such leave. The employee will submit a copy of their military orders, upon receipt, to the Employer to substantiate such leave request.

Section 2. Family Medical Leave: After completion of fifty-two (52) weeks employment, and a minimum of 1250 hours worked in the year preceding the leave, unpaid leave, not to exceed twelve (12) workweeks in a twelve (12) month period for reasons of bona fide serious health condition, child or family care, or other allowable care, may be granted. All leaves are to be requested in writing and shall state the reason for the leave and the date desired. A doctor's certification may be required for any medical or family leave. All leaves shall be granted only in writing by the CAO/Mayor. Upon the expiration of the leave, or upon notification of intent to return, the employee will be returned to their original position, or one equivalent in the employee's classification. Notwithstanding the provisions of the Family Medical Leave Act (FMLA), the reinstatement of an employee returning from FMLA leave shall not displace any bargaining unit

employee, or limit another employee's hours of work, who was a member of the bargaining unit upon commencement of such leave, except as may be mutually agreed to by the Union and the Employer.

While on a family medical leave of absence, any employee benefits will be continued in the same manner that would have been provided had the employee not taken any leave. If the employee fails to return from such a leave, the employee may be required to repay such extended benefits.

Section 3. Bereavement Leave: Upon the death of a member of the employee's immediate family, an employee may be granted up to three (3) working days off with pay. In addition, up to five (5) additional days of bereavement leave may be charged to sick leave by approval of the CAO/Mayor or Designee. Days are to be considered eight (8) hours.

Employees shall be granted leave not to exceed four (4) hours to attend the funeral of fellow employees.

Section 4. Jury Duty: Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all the fees to the Employer. Juror fees shall be applied against the amount due to the employee from the Employer. However, if an employee elects to charge his/her juror time off against annual leave, he/she shall not be required to remit to the Employer any juror fee, expense, or mileage allowance paid by the Court.

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Employer. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowances paid him/her by the court.

The Employer may request the court to excuse the employee from jury duty if they are needed for the proper operation of the department.

Section 5. Other Leaves With or Without Pay:

- a. After satisfactory completion of the probationary period, leaves of absence may be granted for good and sufficient reason with prior approval of the Employer. Leaves may be used for personal business requiring the employee's attention and other reasons mutually agreed upon. Employees may take leave of absence without loss of pay or charge against other leave and if the work schedule allows. Requests for leave of absence without pay shall be submitted in writing by the employee to his/her department head. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- b. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "Duly authorized representatives 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 Employer.

- c. 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 (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) 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 disability certified by a licensed physician.
- d. Leave, with or without pay, may be granted for attendance at a college, university or business school for the purpose of training in subjects related to the work of the employee that will benefit the employee and the Employer.

Section 6. Personal Leave: Those covered under the working agreement receive 40 hours of personal leave to be utilized each year of the agreement. Arrangements for this time-off will be made with the supervisor. There will be no cash out on personal time and such time is use it or lose it.

## ARTICLE XIV - WORKING CONDITIONS

Section 1. Separations: Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service and reason for leaving.

Section 2. Union Bulletin Boards: The Employer will allow the Union to place Union- owned bulletin boards in convenient places in any work area to be used for Union business.

Section 3. Off-Duty Meetings: Employees shall be compensated at the rate of time and one- half (1½) their regular rate of pay if required to attend a meeting on their own time. If an employee is called out for a meeting, such employee shall be paid for a call-out.

Section 4. Education Conference: The Employer agrees that time off with pay may be granted to an employee to attend an education conference, seminar, or convention with the mutual consent of the department head and the employee. In the event an employee needs to earn education credits to maintain a license or certification, which belongs to the employee, the employee will furnish the Employer in writing the number of credits earned and to which license or certification the educational credits are to be credited.

- a. Fair and equal in treatment and training opportunities and in the best interest of the Employer.

Section 5. Past Practices: The Employer agrees to recognize that wages will not be reduced because of this Agreement. The Employer further agrees that working conditions and benefits enjoyed by employees will continue by the adoption of this Agreement, subject to budgetary limitations and analysis of departmental requirements.

Section 6. Visits by Union Representatives: The Employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees, AFL/CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct Union

business, provided that the representative notifies the Public Works Supervisor or City Hall Official.

Section 7. Supervisor's Performance of Bargaining Unit Work: No supervisory or management employee shall perform duties of a bargaining unit employee, except infrequent work of short duration due to severe emergencies to avoid accident or injury, or to maintain the public's health and safety. If supervisory or management employee does perform bargaining unit duties, employees covered by Agreement can file a time slip for said duties. No time slip can be for work performed during work hours.

Section 8. Commercial Driver's License: If an employee is required to maintain a commercial driver's license as part of his/her job description, the Employer will pay for the D.O.T. medical certificate and all monies above the required normal operator's license. Any endorsement not required by the Employer will be at the employee's expense.

Section 9. Labor Management: The parties agree to meet and establish a Labor/Management Coordinating Committee. The committee shall establish agreed upon ground rules that govern the committee's operations. It is the goal of the committee to meet on quarterly basis.

## ARTICLE XV - HEALTH, SAFETY AND WELFARE

Section 1. Workers' Compensation Insurance: The Employer shall maintain and provide Workers' Compensation insurance on all employees. Each employee must, within twenty-four (24) hours, verbally if physically possible, or seventy-two (72) hours of the accident, report in writing to the Employer any personal injuries received in the course of employment. Each employee must give notification to their immediate supervisor during the work shift, except in cases of emergency and if the supervisor is not accessible when the accident occurs. Failure to do so may result in the loss of benefits.

Section 2. Health Plan: The Employer shall provide a health plan available to employees and their dependents. The Employer shall pay the premium for each employee and their dependents as follows:

- a. The Employer shall maintain an insurance program substantially equivalent to the existing program as previously approved by the Insurance Committee, unless changed pursuant to the recommendations of the Insurance Committee, with the following Employer contribution limitations:

Employee Only	\$847.61/month, with increases equal to the single rate
Employee/Child(ren)	\$1,100.00/month
Employee/Spouse	\$1,100.00/month
Employee/Family	\$1,100.00/month

The Labor Management Committee (LMC) shall discuss all matters of the insurance program and distribute information to all participants of the program.

Section 3. First Aid Kits: The Employer shall provide and maintain first aid kits in convenient places in each work area. "Work Areas" shall be determined by the supervisor or lead worker.

Section 4. Safety: Safety is everyone's business. The Employer will provide and maintain all safety gear (i.e. hard hats, crash helmets, rain gear, rubber boots, rubber gloves, goggles, and prescription safety glasses) and all other equipment required by MOSHA. Each employee is to wear and/or use safety equipment furnished, or required by the Employer, including the use of seat belts, safety vests, hard hats, hand, eye, and body protection gear as appropriate. All such safety equipment furnished by the Employer shall be kept in the employee's locker when off duty. Employer shall issue specific guidelines in the use of safety equipment and safety practices. Failure to use safety equipment furnished and following safety guidelines may lead to disciplinary action. Replacement of said safety equipment will be done by mutual agreement between Employer and employee.

- a. City will handle purchasing of safety footwear and retain receipts/documentation. The City shall only be responsible to pay \$200 toward the purchase of safety footwear. Any amount above the \$200 shall be paid by the Employee. If Safety footwear is damaged, in need of repair, or replacement due to working conditions, the employee must notify supervisor for repair or replacement. Safety footwear must meet current ANSI standards. Safety footwear must be worn during work hours.
- b. Safety prescription glasses (must meet current ANSI standards) will be provided by Employer for employees that are in need of prescribed corrective lenses. Prescription safety glasses will be purchased at the vender chosen by the Employer. Employer authorization must be given to employee prior to ordering through Employer vender. Employees in need of new prescription safety glasses due to prescription change will notify Employer. Employer will cover cost of the new prescription lenses. Employer will provide prescription safety glasses annually by mutual agreement or every two (2) years.

The Union, Employer, and individual workers shall cooperate in complying with the general safety standards and special standards as required by the State Department of Labor and Industry, MOSHA, OSHA, and the Employer's Safety Standards. MOSHA inspections - the Steward from the work area being inspected may accompany the state representative on any such inspections.

No employee shall be required to perform services that may seriously endanger his/her physical safety. Refusal by the employee, with valid and substantiated reason, will not warrant or justify suspension, dismissal, or other disciplinary action.

Section 5. Safety Committee: A Safety Committee shall be established and shall consist of a Shop Steward from each department, the department heads, the Union president, and the CAO/Mayor or their designee(s).

The Safety Committee:

- a. Shall meet no less than four (4) times each year, or as needed, at a time and place mutually agreeable.



- b. Shall review all on-the-job safety hazards, unsafe equipment, tools, vehicles, and other unsafe working conditions affecting employees covered by this Agreement.
- c. Shall investigate all reported accidents or injuries occurring in the workplace or involving Employer equipment or personnel.
- d. Shall submit recommendations to the Employer for corrective action as appropriate.

The Employer shall review and take action on all recommendations of the Committee in a timely manner for the benefit of the health and welfare of all employees.

Section 6. Unemployment Insurance: The Employer shall make all necessary arrangements to insure that all employees covered by this Agreement will be covered with Unemployment Insurance.

Section 7. Drug and Alcohol-Free Workplace: It is agreed that all employees are prohibited from unauthorized use, consumption, distribution, or unauthorized possession of controlled substances, including but not limited to prescription drugs and medical marijuana (illegal drugs), or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance, including but not limited to prescription drugs and medical marijuana, or an illegal drug at the worksite or in any Employer-owned vehicle; or reporting to work under the influence of medical marijuana or other illegal or prescription drugs and/or alcohol. Employees who are required to possess a CDL for their positions are subject to this section, as well as all federal DOT regulations/requirements.

As a condition of employment, each employee must abide by the terms of this policy and notify the CAO/Mayor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. In the event the employee is operating in a department funded in whole or part by a federal grant, the sponsoring appropriate federal agency will be notified of such conviction within ten (10) calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the disciplinary procedures that may include suspension and/or termination. As an alternative to termination, the employee may be referred to available drug and alcohol abuse assistance or rehabilitation programs.

## ARTICLE XVI - JOB POSTING

Section 1. When a new position is created or a vacancy occurs in any existing position listed under Addendum "A", Employee Classification Program, the Employer shall prepare and furnish to the union secretary and post in places to be agreed upon by the Employer and the Union stating, among other things: location and title of position to be filled, a listing of the essential job functions, principal duties, minimum qualifications, hours of work, assigned days of rest, salary range of the position, whether the position is a regular established position or temporary (if temporary, how long it is probable that the position will continue), the starting date of the assignment; last day when applications will be received and accepted, and to whom the applications shall be filed.

- a. When a vacancy or newly-created position is posted when an employee is on vacation, sick leave, or any approved leave, the employee has two (2) working days to bid for such position after he/she returns to work.
- b. If a position is vacant due to an employee bidding another position in the City, the position vacated will be bid as temporary or left vacant until the previous employee has completed his/her probationary period or posted as vacant.
- c. Employer shall post such vacancies in all departments for a period of no less than five (5) working days.
- d. An employee who bids into a new position may not bid into another position until he/she completes his/her probationary period, unless agreed by the Union and the Employer that such action is in the best interest of the Employer.
  - 1) Exception: If no employee bids a position, the employee who is serving the probationary period may bid for the position within three (3) working days after the closing date of the bid;
  - 2) Exception: If an employee is disqualified by the Employer from their position during their probationary period and reverts back to the originally-held position, such employee may then bid other jobs;
  - 3) If more than one employee bids, the procedure for awarding will be the same as for bidding a position.
- e. If no qualified employee bids on a posted position, the Employer may search outside its current employees for an applicant to fill such position.
- f. The Employer shall not bid a vacated position where an employee will be first assigned as temporary and then regular full-time position unless the Employer is prepared to fill the fully-funded position within two (2) weeks of the closing date of the final bid. No employee shall be awarded such a position and be held in their old position for a period that exceeds two (2) working weeks.

Section 2. The filling of any vacancy through promotion shall be done so in accordance with Article captioned "Seniority" of this Agreement. Any salary adjustments shall be made in accordance with Addendum "B".

Section 3. When a senior employee, who has applied for a posted position, is not assigned the position, he/she shall upon request, be entitled to be advised in writing the reason he/she did not receive the assignment. If not satisfied with the reason stated, he/she may invoke the grievance procedure as outlined in this Agreement.

Section 4. During the employee's probationary period, the employee has the right to revert back to their previously held position within the first thirty (30) days of the twelve (12) month probationary period. No union employee may revert more than two times in a five-year period.

- a. Employee failing probation due to not obtaining proper license, due to failing the test, in the one (1) year allowed to meet job description of said position, the probationary period may be extended by mutual agreement of Employer and Union.

## ARTICLE XVII – DISCIPLINE

Section 1. Penalties for violations of Policy are outlined in Addendum "D" to this Agreement.

Section 2. If the Employer determines at any time during an employee's initial twelve (12) month employment probationary period that the service of the probationary employee is unsatisfactory, the employee may be discharged upon written notice from the Employer without recourse through the grievance procedures.

Section 3. For the purposes of discipline, Employer may utilize an oral admonishment and written documentation of the oral admonishment, letters of warning, caution or reprimand. In addition, notices of suspension (with or without pay) or dismissal must be provided in writing. Employer may select the form of discipline utilized depending upon the facts and circumstances of the violation in accordance with Addendum "D" to this Agreement.

Section 4. Written documentation of oral admonishments, letters of warning, caution or reprimand shall be considered temporary contents of an employee personnel file. Each writing or letter may be removed and destroyed pursuant to the following procedure:

- a. Employee may submit a written request for removal of a letter of discipline one year after the date of the written letter was issued. The written request shall be submitted to Employee's immediate supervisor.
- b. Employee (accompanied with a union representative if employee wishes) and the supervisor who authored the letter shall meet within five (5) working days unless extended by mutual agreement. Employee and supervisor shall discuss the circumstances surrounding the written disciplinary action and the Employee's conduct since the issuance of the letter.
- c. The supervisor and employee (accompanied with a union representative if employee wishes) shall request a meeting with the Chief Administrative Officer. The meeting must take place within five (5) working days, or extended by mutual agreement, for the consideration of the employee's request for removal of the letter at issue. The Chief Administrative Officer shall render his/her decision within five (5) working days of said meeting or extended by mutual agreement.
- d. If the supervisor who issued the written discipline no longer works for the Employer, employee may file his request with the Chief Administrative Officer for consideration and processing as provided in this Article.

- e. Written documentation of oral admonishments, letters of warning, caution or reprimand may be retained by the Employer in files other than the employee personnel file only for the purpose of preserving evidence for subsequent legal proceedings that the Employer may be a party to if legal proceeding is filed within the applicable statute of limitation.

Section 5. Employees may inspect and receive copies of any material placed in their personnel file. Employees may be charged for the cost of copying such materials at the rate set in the Schedule of Fees and Charges in effect at the time of said request.

Section 6. No disciplinary material may be placed in an employee's personnel file without the signature or initials of the employee upon it indicating he/she has been shown the material. If an employee declines or refuses to initial or sign the disciplinary material, Employer may satisfy the requirements of this Section by noting that the employee refused to sign the disciplinary material and the date of such refusal.

Section 7. Any disputes under the Article shall be resolved through the Grievance Procedure contained herein beginning at Step 2 of Section 5 in Article XVIII.

## ARTICLE XVIII - GRIEVANCE PROCEDURE

### Section 1. Definitions:

“Grievance” is defined as an employee’s alleged violation of a specific term of this Agreement or an employee’s dispute regarding an interpretation of the Agreement.

“Grievant” shall mean a bargaining unit employee (“Employee”), Union Member, member or Employer.

“Union” shall mean the Local 316, American Federation of State, County and Municipal Employees, AFL-CIO

### Section 2. Agreement and Purposes:

- a. Employer and the Union agree that there shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.
- b. It is the desire of the Employer and the Union to address grievances informally; both parties commit themselves to make every effort to resolve problems when they arise. Direct communication and discussion should result in a full disclosure of acts and a fair and speedy resolution to most complaints arising out of day-to-day operations. If the grievance is not resolved informally, the following procedure will apply.
- c. Each grievance will be submitted separately except when the Employer and the Union mutually agree to have more than one grievance handled in one procedure.
- d. Grievances by the Employer, should they occur as a result of official Union activities or actions, shall be presented directly by the City’s CAO/Mayor to the Union President within

fifteen (15) calendar days of the date upon which he/she became aware of the situation prompting the grievance. The Union President shall provide a written answer within fifteen (15) calendar days.

**Section 3. Procedures:** The following procedures shall be used by a Union member when seeking relief of his/her Grievance under this agreement.

- a. A Grievance not filed or advanced by the Grievant within the time limits provided in this section shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer to answer within the time limits set forth in any step will entitle the grievant to advance the grievance to the next step.
- b. A Grievance by the Union, after attempting to informally resolve the Grievance, shall be in writing and commence at Step 3.

### **Step 1. Public Works Director**

An Employee ("Grievant") who believes he/she has a grievance shall file a written grievance within a period of fifteen (15) days after the occurrence giving rise to the grievance or after the failure to informally resolve the grievance. The grievance shall be reduced to writing in the form of a petition indicating the specific term(s) of this Agreement violated or misinterpreted, facts supportive of the grievance, and the specific relief sought. The written grievance shall be filed with the Public Works Director. The Public Works Director shall meet with the grievant and issue a written decision and disposition of the grievance within fifteen (15) days of the meeting. If the grievant is a court clerk, he/she shall file his/her grievance with the City Judge for consideration hereunder.

### **Step 2. Union Member Grievance Presentation to the Union**

If the grievant is not satisfied with the decision and disposition through Step 1, the grievant shall submit the grievance petition to the Union within five (5) calendar day's receipt of the decision issued pursuant to Step 1. The Union, upon receipt of the written and signed grievance petition, shall determine if a valid grievance exists. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for a grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote, that a valid grievance exists the grievance shall proceed to Step 3.

### **Step 3. Appeal to the City's Chief Administrative Officer/Mayor**

If the grievance remains unresolved and the Union determines a valid grievance exists pursuant to Step 2, the Union or grievant shall have fifteen (15) calendar days after the Union's decision in Step 2, to appeal to the City's CAO/Mayor. The CAO/Mayor shall issue a written decision on the grievance within fifteen (15) calendar days. No Union Member may take any grievance to Steps 3-5 if the Grievance is not approved or otherwise sanctioned by the Union.

#### **Step 4. Appeal to the Grievance Committee**

The Union and Employer shall utilize a Grievance Committee as provided herein for Appeals of decisions rendered pursuant to Step 3. The Grievance Committee shall constitute three members. The Members must include a Union member, an Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Appeals, or if unavailable, a neutral third member agreed upon by both parties. The Grievance Committee for each grievance shall be formed and selected by random name draw. The Union and Employer shall provide each other the names of at least three representatives who are willing to serve on the Grievance Committee by January 1 of each year. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Union President and City's Chief Administrative Officer shall meet and form the Grievance Committee by random draw five working days after Step 4 is initiated. The Grievance Committee shall convene within ten (10) calendar days and shall conduct a hearing where the Union and Employer may present their arguments and any documentary evidence as part of the record. The Grievance Committee shall render a decision within fifteen (15) calendar days after the hearing. The Grievance Committee decision is final unless the Union or Employer elects to proceed to Step 5.

#### **Step 5. Arbitration**

The Union and Employer agree to submit to arbitration any grievance which has not been resolved through the above-enumerated grievance steps and procedures, provided it is submitted within ten (10) calendar days following the decision of the Grievance Committee. The Union or the Employer shall notify the other party in writing that the matter is to be submitted to Arbitration.

The arbitrator shall be selected by mutual agreement. If a selection is not possible, the Union and Employer shall jointly request a list of five (5) names from the Montana Board of Personnel Appeals. The parties shall, within ten (10) calendar days of the receipt of the list, select the arbitrator by the method of alternately striking names with the parties flipping a coin to determine who strikes the first name. The final name left on the list shall be the selected arbitrator. The arbitrator selected will be contacted immediately and asked to start proceedings at the earliest possible date.

If requested by a party or ordered by the arbitrator, a hearing shall be scheduled by the arbitrator in consultation with the Employer and the Union. The arbitrator shall issue a decision within 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no authority to extend, alter, or modify this Agreement or its terms, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The entire cost of the arbitration, excluding a party's attorney fees, shall be paid by the party found in default.

It is mutually agreed that representatives of the Employer and the Union are the only proper parties to the arbitration proceedings, and the proceedings shall not be open to the public unless required to be an open meeting pursuant to law.

The Employer and the Union shall each bear their own attorney fees and expenses incurred through the arbitration. However, the party deemed unsuccessful, shall pay the cost of the arbitrator.

The time limits, as specified, may be extended by mutual consent of the parties.

## ARTICLE XIX - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful or invalid by any 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 to immediately negotiate a substitute for the invalidated article, section, or portion thereof. Any city ordinance passed subsequent to the adoption of this Agreement that would contravene the terms of this Agreement shall not apply during the life of this Agreement.

## ARTICLE XX -TERMS, AMENDMENTS, AND MODIFICATIONS OF THE AGREEMENT

Section 1. The provisions of this Agreement shall be retroactively effective to July 1, 2020, and will remain in full force and effect until June 30, 2023. Wages and benefits for the final two years of this contract will be opened in Spring of 2021 following the opening procedure outlined below. All provisions of this Agreement may be opened and negotiations shall commence in February of 2023. During the first week of February, the CAO/Mayor and the Union President shall meet and schedule the first session with the assistance of a mediator from the Board of Personnel Appeals to assist with scheduling Interest Based Bargaining. This Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other that it desires to make changes. In the event changes are desired, the parties shall seek forthwith to arrange a meeting for the purpose of negotiating changes and shall remain in full force and effect until negotiations are concluded.

Section 2. Neither party to the Agreement shall make unilateral changes in the terms of the basic Agreement, pending the settlement of the outstanding differences through mutually agreeable procedures.

In Witness Whereby: The parties, acting by and through their respective and duly authorized officers and representatives, have set their hands on this \_\_\_\_\_, 2020.

For the City of Laurel:

\_\_\_\_\_  
CAO/Mayor

\_\_\_\_\_  
City Clerk – Treasurer

\_\_\_\_\_  
City Negotiation Committee

\_\_\_\_\_  
City Negotiation Committee

\_\_\_\_\_  
City Negotiation Committee

For the American Federation of State,  
County and Municipal Employees, AFL-  
CIO

\_\_\_\_\_  
President, Local #316

\_\_\_\_\_  
Local #316 Negotiation Committee

\_\_\_\_\_  
Local #316 Negotiation Committee

\_\_\_\_\_  
Local #316 Negotiation Committee

\_\_\_\_\_  
Local #316 Negotiation Committee

\_\_\_\_\_  
Field Rep., Montana Council #9,  
AFSCME, AFL-CIO



## CLASSIFICATION APPEAL

A classification appeal system shall be developed through the Labor Management Committee for the purpose of permitting employees covered by this Agreement, within the same classification, to appeal for an upgrade of the entire classification due to additional work duties, responsibilities, or changing work conditions within that classification.

A committee shall be established comprising three members of the City Council, the CAO/Mayor, appropriate Department Head, three bargaining unit members, and the City Clerk/Treasurer. This committee will meet to discuss such an appeal no later than thirty (30) days after such appeal is filed with the CAO/Mayor.

The committee shall hear testimony, examine documents and other pertinent materials and make their decision and recommendation to the City Council within forty-five (45) days of the CAO's/Mayor's receipt of the appeal. The Committee shall implement its decision beginning on the following month's first pay period.

All documentation, recommendations, and decisions shall be in writing.

## ADDENDUM “A” - CLASSIFICATION

Grade	Classification
1	
2	
3	Maintenance Worker I Court Clerk I
4	
5	Court Clerk II
6	Utility Maintenance Worker II Court Clerk III Maintenance Worker II Water Plant Operator I Wastewater Plant Operator I
7	Mechanic
8	Water Plant Operator II Maintenance Worker III Wastewater Operator II Utility Maintenance Worker III
9	Water Plant Chief Operator Wastewater Plant Chief Operator

## ADDENDUM “B” - WAGES

1. Effective July 1, 2020, each bargaining unit employee shall receive an increase of 2.00% to their current base rate.
2. The Union and City will return to the negotiation table Spring 2021 to negotiate a 2-year wages and benefits package.
3. The Employer shall compensate a newly-hired employee at ninety-five percent (95%) of the base rate for his/her classification grade for the first twelve (12) months of employment. After employee's successful completion of his/her twelve (12) month probationary period, the Employer shall compensate employee in accordance with the position's pay schedule.
4. The Employer shall immediately pay a transferred or promoted employee one hundred percent (100%) of the base rate for his/her classification grade if the transferred or promoted employee possesses the license(s) or certification(s) required for the position. If a transferred or promoted employee does not possess the license(s) or certifications(s) for the position, the Employer shall pay the employee ninety-five percent (95%) of the base rate for the position until employee successfully obtains the requisite license(s) or certifications(s). However, the employee promoted shall begin at not less than the rate of pay of his/her previous position in the new grade. If the transferred or promoted employee fails to obtain the requisite license(s) or certification(s) for the position within one (1) year from the date of his/her transfer or promotion, the Employer shall terminate the employee. Transferred or promoted employee retains no right to return to his/her former position.
5. Employees will receive differential pay of seventy-five cents (\$0.75) per hour for the afternoon shift and one-dollar (\$1.00) per hour for the night shift in addition to any other compensation. If the day shift over lays into the night or afternoon shift by more than two (2) hours into and/or out of differential hours, said hours shall be paid at the appropriate differential rate for the actual hours worked.
6. Afternoon shift shall be hours between 3 p.m. and 11 p.m. Night shift shall be hours between 11 p.m. and 7 a.m.
7. When an employee (a qualified relief operator), is temporarily assigned to a higher grade, the employee shall receive the wage rate of the step of the higher grade corresponding to his/her current step for each hour worked in the higher grade, provided however, that such employee works four (4) hours or more in the higher grade in the same eight (8) hour shift. The employee shall receive the higher rate of pay for the full eight (8) hour shift.
8. Union employees will be compensated at \$0.20/hour per DEQ Certification license with the appropriate job classification held by Union employee. Candidates that successfully complete the training program will be compensated \$0.20 for up to one license only.

Grade	Position	7/1/2019 Adjusted Salary for Calculation % increases	Effective 7/1/2020 2.00% Increase	Effective 7/1/2021 Increase	Effective 7/1/2022 Increase
1					
2					
3	Maintenance Worker I	17.60	17.95		
	Court Clerk I	17.35	17.70		
4					
5	Court Clerk II	19.05	19.43		
6	Water Plant Operator I	24.08	24.56		
	Wastewater Operator I	24.08	24.56		
	Maintenance Worker II	23.50	23.97		
	Court Clerk III	20.75	21.17		
	Utility Maintenance Worker II	24.00	24.48		
7	Mechanic	24.37	24.86		
8	Water Plant Operator II	24.81	25.31		
	Wastewater Operator II	24.81	25.31		
	Maintenance Worker III	24.87	25.37		
	Utility Maintenance Worker III	25.37	25.88		
9	Water Plant Chief Operator	26.20	26.72		
	Wastewater Chief Operator	26.20	26.72		

## ADDENDUM “C” - LONGEVITY

Longevity Defined: Longevity means an employee's length of continuous loyal and faithful service with the Employer, irrespective of classification and/or assignment.

The number of years of longevity shall be computed from the date the employee started continuous employment with the City of Laurel. This date shall be called "date hired". Longevity raises shall be computed from the first day of the monthly pay period following the employee's date hired. In the event an employee has a break in service and returns to employment with the City of Laurel, said employee will be given a new "date of hire" for longevity purposes.

Longevity pay will be computed as follows: \$7.75 per month for each year of service.

## ADDENDUM “D” – MAXIMUM PENALTIES NOTES FOR 1<sup>ST</sup>, 2<sup>ND</sup> & 3<sup>RD</sup> OFFENSE

		1 <sup>st</sup> Offense	2 <sup>nd</sup> Offense	3 <sup>rd</sup> Offense
2.1	Bringing or using unauthorized alcohol or illegal drugs on City property or work place during working hours	Dismissal		
2.2	Reporting to work intoxicated from alcohol or other drugs	Referral for diagnosis and treatment	Suspension or Dismissal	
2.3	False statement on application	Dismissal		
2.4	Stealing from fellow employees, the public or the City	Dismissal		
2.5	Refusal to do work assigned	Dismissal		
2.6	Punching another employee’s time card	Dismissal		
2.7	Intentionally reporting incorrect production or falsifying records	Dismissal		
2.8	Abusive or threatening language to any supervisor or to any employee	Written reprimand	3-day suspension	Dismissal
2.9	Willful destruction on defacing City property	Dismissal		
2.10	Fighting on city property	3-day suspension	Dismissal	
2.11	Failure to report to your supervisor any accident you have while at work within current working shift	Written reprimand	3-day suspension	Dismissal
2.12	Horseplay	Written reprimand	3-day suspension	Dismissal
2.13	Unauthorized use of equipment or property	Written reprimand	3-day suspension	Dismissal
2.14	Leaving the work assignment during working hours without permission	Written reprimand	3-day suspension	Dismissal
2.15	Disregarding starting and quitting time for shifts and rest periods	Written reprimand	3-day suspension	Dismissal
2.16	Unexcused absence or persistent absenteeism	Written reprimand	3-day suspension	Dismissal
2.17	Abuse of sick leave policy	Written reprimand	3-day suspension	Dismissal
2.18	Absent of 3 days without notes	Dismissal		
2.19	Substandard quality of work	Written reprimand	3-day suspension	Dismissal
2.20	Disobeying safety regulations	Written reprimand	3-day suspension	Dismissal
2.21	Failing to notify your supervisor that you will be absent from work that day	Written reprimand	3-day suspension	Dismissal
2.22	Sleeping on duty	Written reprimand	Dismissal	
2.23	Failure to drive City vehicles in a safe manner	Written reprimand	3-day suspension	Dismissal

2.24	Discourteous or degrading service to citizens of the City	Written reprimand	3-day suspension	Dismissal
2.25	Insubordination	Dismissal		
2.26	Unauthorized distribution of written printed material of any description	Written reprimand	3-day suspension	Dismissal
2.27	Unauthorized solicitation or sales on premises	Written reprimand	3-day suspension	Dismissal
2.28	Willful violation on written rules, regulations polices or directives	Written reprimand	3-day suspension	Dismissal
2.29	Conviction of a felony	Dismissal		
2.30	Receiving 3 reprimand letters in 9 months	Dismissal		
2.31	Receiving 3 suspensions within 9 months	Dismissal		
2.32	Willful violation of any federal, state or local laws, excluding traffic	Dismissal		
2.33	Any employee required to have a valid drivers' license or CDL – conviction of DUI and failure to obtain a work permit	Dismissal		
2.34	Any employee required to have a valid driver's license or CDL and they fail to maintain insurability	Dismissal		
2.35	Failure to follow 49CFR Part 382 of Omnibus Transportation Employee Testing Act of 1991 and the DOT policies for CDL drivers	See specific Act for discipline required		
2.35	Sexual harassment or other unwelcome behavior of another employee or other person	Suspension or Dismissal	Dismissal	
2.37	Unauthorized possession of firearms on City property	Dismissal		

1. Employees, after completing their initial twelve (12) month probationary period, shall not be discharged except for just cause.
2. In all cases of suspension or discharge, the employee must be presented with a dated written statement outlining the reason for such action.
3. As noted, the preceding are maximum penalties, and circumstances will be considered in actual determination of penalties.
4. No verbal warnings shall be issued without a union representative present.

The foregoing enumeration of rules covering discipline and dismissal is primarily presented here by way of illustration and shall not exclude the Employer's right to discipline or dismiss employees for other just causes.

## ADDENDUM “E” – DEQ TRAINING PROGRAM

The City of Laurel and the Union agree that a training program is in the best interest of both parties. The conditions of the training program are as follows.

1. A DEQ certified training pool will be offered to union employees in advance of future vacant positions that require DEQ certifications.
2. The DEQ training pool will consist of two (2) positions in each of the following categories: Water Plant, Sewer Plant, and Water Distribution. If the Montana DEQ requires more certifications (sewer collection as one example) in the future, the new category will also become eligible.
3. On July 1st of each contract year, the Public Works Director will post vacant categories in the DEQ training pool on the city/union bulletin boards for up to 14 days. A Union employee who desires to bid must submit his/her bid prior to 5:00 p.m. on the 14th day. Union employees may only bid one vacant position unless a vacancy remains after all Union employees have had the opportunity to bid. Employees that are on approved vacation or sick leave will be given an opportunity to bid upon their return.
4. Vacancies in the DEQ training pool will be awarded by Union seniority by hiring date. All Union employees covered by this contract are eligible to bid and for the training program.
5. Results of the Union employees selected for the training pool will be posted within 5 business days.
6. Selected training pool applicants will have 12 months to take and pass their respective certification test as administered by the Montana DEQ. In the case of failure to achieve the certification within 12 months, the pool applicant will be released from the training program to allow a vacancy for another Union employee to have the opportunity to enter the training program.
7. Training for the DEQ certifications may include working in the respected areas in order to become familiar with the operation, maintenance, and the terminology used in those areas. Training may include a shift change.
8. Upon completion of the training program with a successful DEQ certification, employee will receive the current agreed upon additional compensation for obtaining and possessing a current DEQ certification.
9. Certified employees not currently holding a certified position must bid vacant job openings in the areas or categories for which they hold certifications or they shall forfeit their additional compensation. Employee(s) do not forfeit the compensation if they are not awarded the vacant position due to a senior employee with the same certification(s) being selected for the vacant position. Training pool employees who fail to bid, for whatever reason, on a vacant position(s) as required, shall also forfeit any future openings in their



respected areas or categories for a period of five (5) years. Certified employees that are awarded the vacant position may not revert to their previous position however they shall be compensated 100% of the current wages for the position.

10. If a vacancy opens in one of the above-mentioned areas or categories and no certified employee exists, the City shall give a preference to Union employees who are participants in the training program over employees that are not in the training program, regardless of seniority. If there are no certified employee(s) or employees enrolled in the training program, the vacant position will be bid as outlined in the Contract for job posting.
11. City shall pay for training materials, certification testing, and continuing education credits for all DEQ certifications. Certified employees shall maintain their certification or immediately forfeit their right to the additional compensation in addition to the City releasing them from the training pool.
12. Compensation shall be paid pursuant to Addendum B.

## ADDENDUM “F” – FLEX PLAN CONTRIBUTION

The City shall pay a \$600 flex/cash contribution per union employee during the 2020 contract (fiscal) year. Limited negotiations for 2021-2023 may include a flex change as part of wages/benefits package.

Part-time employees will receive flex contribution on prorated budgeted hours worked.

The City will provide guidance as to allowable claims for the flex usage for all covered employees.

If the employee elects to take the contribution as a cash payment, the employer shall withhold all requisite taxes pursuant to state and federal laws.

All contributions not used for acceptable medical claims, including insurance premiums, will revert back to the City at the end of the contract (fiscal) year.

**File Attachments for Item:**

4. Resolution - A Resolution Approving A Task Order Between The City Of Laurel And Kadrmas, Lee & Jackson, INC. For The Lions Park Improvements Project.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KADRMAS, LEE & JACKSON, INC. FOR THE LIONS PARK IMPROVEMENTS PROJECT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on \_\_\_\_\_2020, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_2020.

APPROVED by the Mayor this \_\_day of \_\_\_\_\_2020.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

## Task Order: Lions Park Improvements

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- A. Effective Date of Task Order: September 22, 2020
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title): Lions Park improvements**
- E. Specific Project (description): Engineering, bidding and construction services for the installation of a dock and pedestrian pathway around the pond in Lions Park.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used  
Although Engineer will not provide the services of a full-time RPR, it is anticipated that Engineer will visit the Site periodically throughout construction in accordance with Paragraph A1.04.A.9.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:  
Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

#### 4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.

#### 5. Task Order Schedule

- A. Construction is anticipated during the Spring of 2021 timeframe. Engineer will begin immediately, with the objective to advertise for bids in Fall/Winter of 2020.

#### 6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Basic Services*	\$28,000**	Hourly Not to Exceed (Rates in Exhibit C, Appendix 2)
Additional Services (Part 2 of Exhibit A)	TBD	Hourly Rates (Rates in Exhibit C, Appendix 2)

\*Based on an anticipated \_\_\_\_\_ continuous construction period.

\*\*Will not be exceeded without Owner's written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. ~~Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.~~

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

#### 7. Consultants retained as of the Effective Date of the Task Order: None

#### 8. Other Modifications to Agreement and Exhibits: None

#### 9. Attachments:

Exhibit A – Engineer's Services for Task Order

Exhibit A, Appendix 1, Engineers Estimated Fee

Exhibit C, Appendix 2, KLJ's Standard Hourly Rates

## 10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September, 2020

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Thomas C Nelson

Print Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Engineer License or Firm's

Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Matt Smith

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10  
Laurel, MT 59044

Address: PO Box 80303  
Billings, MT 59108

E-Mail  
Address: kmarkegard@laurel.mt.gov

E-Mail  
Address: Matt.smith@kljeng.com

Phone: 406-628-4796

Phone: 406-247-2905

## **Engineer's Services for Task Order: Lions Park Improvements**

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### **PART 1—BASIC SERVICES**

#### *A1.01 Project Management.*

- A. Provide project management services consisting of implementing a project management plan, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day activities

#### *A1.02 Engineering Design and Construction Documents Phase*

- A. Structural Review – the following applies to the fishing dock
  - 1. Review will be based on the 2018 IBC.
  - 2. Review the drawings for completeness and adequacy to support the design loads
  - 3. Review the special inspection requirement for compliance with Chapter 17 of the IBC.
  - 4. Review the structural notes and material specifications for completeness and adequacy to construct the designed structure
- B. Engineering Design Phase
  - 1. Provide plans to vertically and horizontally locate the fishing dock on the site.
  - 2. Site layout to include detailed design of pedestrian ADA access to the fishing dock.
  - 3. Provide detailed grading plans, including spot elevations and slopes to indicate construction site grading requirements.
  - 4. Provide plan and profile drawing of pathway around the outside of the pond for construction.
  - 5. Detail Drawings – Provide detail drawings of the pedestrian walkways required for construction.
  - 6. After the structural review has determined the structural plans are sufficient, provide a set of engineer sealed drawings of the fishing dock.
  - 7. Traffic Control – not included but will be required of Contractor in specifications.
- C. Bidding Phase
- D. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and



bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

1. Furnish two (2) review copies of the Design Phase documents, and any other deliverables to Owner, and review them with Owner.
  2. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  3. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
- E. Engineer's services under the Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- F. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.03 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Consult with Owner as to the qualifications of prospective contractors.
  4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the

Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
  6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

#### A1.04 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* (Not included)
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory, if required.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* ~~As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~ (Construction staking not included.)
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Engineer's fee is based on making three site visits during the project. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not

extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the

recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.04. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.04) to the best of Engineer's knowledge,

information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.02, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.05 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

## **PART 2—ADDITIONAL SERVICES**

### **A2.01 *Additional Services Requiring an Amendment to Task Order***

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
    - a. Permitting
    - b. Surveying: Boundary surveys or establishing survey monuments, including right-of-way and parcel ownership research and mapping; design surveys; construction staking
    - c. Traffic analyses
    - d. Public or private utility analyses, modeling or design
    - e. Hydrologic and Hydraulic analyses required for detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes
    - f. Landscape or irrigation design
    - g. Right-of-way or permanent easement acquisition services
    - h. 3-D or artistic renderings
  2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
  3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order, requested by Owner, or are due to any other causes beyond Engineer's control.



5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
12. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
13. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
- ~~14. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  6. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

**File Attachments for Item:**

5. Resolution - A Resolution Approving Task Order 4 Between The City Of Laurel And Montana's Department Of Justice Natural Resource Damage Program For Construction Of The Lions Park Improvements.

**RESOLUTION NO. R20-\_\_**

**A RESOLUTION APPROVING TASK ORDER 4 BETWEEN THE CITY OF LAUREL AND MONTANA'S DEPARTMENT OF JUSTICE NATURAL RESOURCE DAMAGE PROGRAM FOR CONSTRUCTION OF THE LIONS PARK IMPROVEMENTS.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on \_\_\_\_\_2020, by Council Member \_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_2020.

APPROVED by the Mayor this \_\_\_\_day of \_\_\_\_\_2020.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Sam Painter, Civil City Attorney

**TASK ORDER 4****Laurel Lions Fishing Dock, Path, and Benches**

This Task Order 4 (Task Order) is entered into between the Department of Justice, Natural Resource Damage Program (NRDP) and the City of Laurel (Contractor), as authorized by NRDP Contract No. 700122 (Agreement).

**1. PURPOSE**

The purpose of this Task Order is to outline the tasks necessary for the Contractor to install an Americans with Disabilities Act-compliant dock, to improve the walking path, and to install benches at Laurel South Pond in the Yellowstone Basin.

A Scope of Work is specified in **Attachment A**. Changes to the Scope of Work requires prior written approval of the NRDP Project Manager.

**2. EFFECTIVE DATE AND PERIOD OF PERFORMANCE**

This Task Order will take effect upon the signature of both parties and terminate on **March 31, 2021**, unless terminated earlier in accordance with the terms of this Task Order.

**3. COMPENSATION**

In consideration for the services to be provided, the NRDP will pay Contractor an amount **not to exceed \$62,000**, as estimated in **Attachment B, Budget** for this Task Order. Contractor has a match of \$125,000, which is separate from and additional to NRDP funding for this project. The Contractor may not submit invoices seeking reimbursement or other funding from NRDP for any costs covered by match funds or expected to be separately reimbursed by match funds.

Contractor will submit monthly invoices conforming to Agreement requirements, as well as Contractor's name, address, and Agreement and Task Order numbers, to NRDP for costs actually incurred, unless no work was performed during the billing period. Invoices of subcontractors will be submitted without mark-up by Contractor. Progress reports will be submitted with all invoices (including subcontractor invoices) that clearly identify the work performed, including hours, dates and personnel. Contractor must not exceed the costs specified in this section without prior written authorization in the form of a fully executed task order modification. NRDP has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor will submit invoices to the Natural Resource Damage Program, P.O. Box 201425, Helena, MT 59620-1425, or by email to [DOJNRDPInvoice@mt.gov](mailto:DOJNRDPInvoice@mt.gov).

**4. SUBCONTRACTING**

Contractor will procure a licensed construction contractor for the work in accordance with the terms of Title 18, Chapter 2, MCA, and other applicable procurement laws and regulations for public works.

NRDP must pre-approve in writing of any services to be performed by a subcontractor or any supplies to be procured by Contractor. Contractor is responsible for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. All Contractor procurement of subcontractors and supplies must comply with applicable Montana procurement laws and regulations. Prior to obtaining any subcontracted services or supplies in the amount of \$5,000 or more, Contractor must obtain NRDP's written approval of the procurement method, subcontractor, subcontract, the subcontract price, the subcontractor agreement, and, as applicable, labor rates, overhead rates and any subcontractor fee. Contractor will use an NRDP-provided template or form for the procurement if requested. Contractor must submit documentation of the NRDP-approved procurement with the invoice that includes subcontractor costs or supplies. NRDP may require documentation of publication of the procurement and submittal of forms, as applicable.

**5. PROJECT MANAGERS AND SERVICE OF NOTICES**

- A. The Project Manager identified below will manage the day-to-day project activities on behalf of the NRDP.

The Project Manager for this Task Order is:

Alicia Stickney  
NRDP  
1720 9<sup>th</sup> Avenue  
Helena, MT 59601  
Phone: (406) 444-1346  
E-mail: aliciastickney@mt.gov

- B. The Contractor Project Managers identified below will manage the day-to-day project activities on behalf of the Contractor.

The Contractor Project Managers for this Task Order are:

Kurt Markegard  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044  
Phone: (406) 860-5785  
E-mail: kmarkegard@laurel.mt.gov

Matt Wheeler  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044  
Phone: (406) 208-1885  
E-mail: mwheeler@laurel.mt.gov

- C. Written notices, reports, and other information required to be exchanged between the parties must be directed to the respective Project Managers.

**6. EXECUTION.**

The parties through their authorized agents have executed this Task Order on the dates set out below.

STATE OF MONTANA  
DEPARTMENT OF JUSTICE  
NATURAL RESOURCE DAMAGE PROGRAM

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Harley Harris Program Manager 1720 9th Avenue PO Box 201425 Helena, MT 59620	Date
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Approved for legal content by:

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Thad Adkins NRDP Legal Counsel	Date
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CITY OF LAUREL

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Thomas C. Nelson Mayor P.O. Box 10 Laurel, MT 59044	Date
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## **ATTACHMENT A SCOPE OF WORK**

### **Laurel Lions Fishing Dock, Path, and Benches**

#### **BACKGROUND**

The City of Laurel (Contractor) and the Laurel Lions proposed to install an Americans with Disabilities Act (ACA) compliant dock, to improve the walking path at Laurel South Pond, and to install benches as part of the preparation of the recreation project priority plan. The Recreation Project Priority Plan was completed as part of the implementation of the *Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment for the ExxonMobil Pipeline Company July 1, 2011 Yellowstone River Oil Spill* prepared by the U.S. Department of the Interior, through the Bureau of Land Management and U.S. Fish and Wildlife Service, and the State of Montana through the Department of Justice Natural Resource Damage Program (NRDP). The priority plan identifies preferred recreation projects and funding amounts to meet the restoration plan goal of providing additional recreational human use opportunities to offset those lost due to the July 1, 2011 ExxonMobil Pipeline Company Yellowstone River Oil Spill. These projects were approved by Governor Bullock on May 30, 2018 as part of the Yellowstone River Recreation Project Priority Plan. The purpose of Task Order 4 (Task Order) is to make the approved funds available to the City of Laurel.

#### **TASKS**

*General.* Contractor will install a fishing dock and improve the walking path at Laurel Lions Pond, as specified in this Scope of Work. The Laurel Lions intend to install benches as an in-kind contribution to the project. This Task Order will partially implement the Yellowstone River Recreation Project Priority Plan, which is hereby incorporated by reference. Projects developed under this Task Order must align with the goals and objectives of the referenced restoration plan and Recreation Project Priority Plan, as interpreted and directed by NRDP.

Contractor will perform the following tasks:

#### **4.1 Task 1: Final Engineering**

Lions International has prepared conceptual designs for the ACA-compliant fishing dock, the walking path improvements, and benches and provided them to the Contractor. The Contractor will use its existing term contract for engineering services to complete project design. Completion of the design will include 1) identifying the location of the dock and the design for improving the trail and placing benches, 2) preparing a project construction manual and bid documents and 3) assisting with subcontractor selection for construction. With the assistance of the engineer, the Contractor will procure a construction contractor following City of Laurel procurement requirements and policies, to construct the dock and improve the trail according to the plans and specifications in the project manual prepared by the Contractor's engineer.



#### **4.2 Task 2: Dock and Trail Construction**

Contractor will use its existing term contract for engineering services to perform construction oversight. Contractor's engineer will perform construction oversight of the construction contractor selected under Task 1 until completion of the work and final payment of the construction contract. Contractor will provide NRDP with a construction completion report that describes, at a minimum, the project, location, identification of contractors (including engineer and/or oversight personnel), description of construction activities, dates and amounts of payments, weather days, bond claims, unusual or unanticipated circumstances, and dates of substantial completion and final payment.

#### **4.3 Task 3: Progress Reporting, Project Final Reports**

Contractor will prepare Progress Reports as specified by the Contract to accompany each invoice submittal. Contractor will only prepare reports when work occurs during the relevant reporting period.

### **SCHEDULE AND DELIVERABLES**

Contractor will complete the following tasks and/or provide deliverables to NRDP according to the following schedule:

1. One (1) electronic construction completion report by January 15, 2021.
2. One (1) electronic version of each Progress Report, due with each invoice.

### **BUDGET**

The project budget is in Attachment B.

**ATTACHMENT B  
BUDGET****Cost Estimate of Project Components**

<b>Task</b>	<b>Total</b>
Task 1 Final Engineering	\$25,000
Task 2 Construction	\$162,000
<b>Total</b>	<b>\$187,000</b>

## Funding Sources:

\$ 62,000	NRDP
\$ 95,000	Lions International
\$ 30,000	Laurel Community Foundation
<b>\$187,000</b>	<b>Total</b>

NRDP will pay up to the allocated funding amount of \$62,000, approximately 33% of the total project costs of \$187,000. Lions International and Laurel Community Foundation will pay for the other project costs.

Contractor will work with the Laurel Lions to install the proposed benches and will provide in-kind project management as match.

**MODIFICATION No. 1 to AGREEMENT No. 700122**

The State of Montana, Department of Justice, Natural Resource Damage Program (NRDP) and the City of Laurel (Contractor) hereby agree to modify Agreement No. 700122 (Agreement). The purpose of this Modification No. 1 (Modification) is to allow additional time to complete projects awarded funding through the Yellowstone River recreation project priority plan.

**SECTION 1: DATES TO COMMENCE AND COMPLETE SERVICES**

NRDP and Contractor mutually agree to amend Section 1: Dates to Commence and Complete Services of the Agreement and change the termination date from “through December 31, 2020” to “through December 31, 2021.”

Except as stated in this modification, all requirements for this Agreement remain the same.

IN WITNESS THEREOF, the parties have executed this Modification as set out below:

STATE OF MONTANA  
DEPARTMENT OF JUSTICE  
NATURAL RESOURCE DAMAGE PROGRAM

---

Harley Harris  
Program Manager  
1720 9th Avenue  
PO Box 201425  
Helena, MT 59620

Date

Approved for legal content by:

---

Thad Adkins  
NRDP Legal Counsel

Date

CITY OF LAUREL

---

Thomas C. Nelson  
Mayor  
P.O. Box 10  
Laurel, MT 59044

Date

**File Attachments for Item:**

Review Draft Council Agenda for September 22, 2020.



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, SEPTEMBER 22, 2020  
6:30 PM  
COUNCIL CHAMBERS**

NEXT RES. NO.  
R18-XX

NEXT ORD. NO.  
O18-XX

**WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

**Pledge of Allegiance**

**Roll Call of the Council**

**Approval of Minutes**

1. Approval of Minutes of September 1, 2020.
2. Approval of Minutes of September 8, 2020.

**Correspondence**

3. Beartooth RC&D Correspondence
4. 2020-2024 Final Statewide Transportation Improvement Program

**Council Disclosure of Ex Parte Communications**

**Public Hearing**

**Consent Items**

**NOTICE TO THE PUBLIC**

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

5. Claims entered through 9/18/2020.
6. Approval of Payroll Register for PPE 9/6/2020 totaling \$235,936.18.

**Ceremonial Calendar**

**Reports of Boards and Commissions**

7. Budget/Finance Committee Minutes of August 11, 2020.  
Budget/Finance Committee Minutes of August 25, 2020.  
Budget/Finance Committee Minutes of September 8, 2020.  
City/County Planning Board Minutes of August 19, 2020.  
Laurel Urban Renewal Agency Minutes of August 17, 2020.

### **Audience Participation (Three-Minute Limit)**

*Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Scheduled Matters**

8. Appointment of Colton McCleary to the Laurel Volunteer Ambulance Service.
9. Appointment of Lyndy Gurchiek as Ambulance Director of the Laurel Ambulance Service.
10. Resolution - A Resolution Of The City Council Approving A Three-Year Agreement Between The City Of Laurel And Local Union Local 316, American Federation Of State, County And Municipal Employees, AFSCME.
11. Resolution - A Resolution Approving A Task Order Between The City Of Laurel And Kadrmas, Lee & Jackson, INC. For The Lions Park Improvements Project.
12. Resolution - A Resolution Approving Task Order 4 Between The City Of Laurel And Montana's Department Of Justice Natural Resource Damage Program For Construction Of The Lions Park Improvements.

### **Items Removed From the Consent Agenda**

### **Community Announcements (One-Minute Limit)**

*This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.*

### **Council Discussion**

*Council members may give the City Council a brief report regarding committees or groups in which they are involved.*

### **Mayor Updates**

### **Unscheduled Matters**

### **Adjournment**

**The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.**

### **DATES TO REMEMBER**