



CITY OF MILES CITY

Regular Council Meeting Agenda

October 14, 2025 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

2. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

[A.](#) Regular City Council Meeting 2025 0923

3. SCHEDULE MEETINGS

4. STAFF REPORTS

[A.](#) BUILDING DEPARTMENT

5. CITY COUNCIL COMMENTS

6. MAYOR COMMENTS

7. PUBLIC HEARINGS

[A.](#) RESOLUTION NO. 4644 - A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

8. UNFINISHED BUSINESS

[A.](#) RESOLUTION NO. 4644 - (*second reading*) A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

9. NEW BUSINESS

[A.](#) APPROVE ORDINANCE NO. 1399 - (*first reading*) AN ORDINANCE AMENDING SECTION 1-8 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, REVISING THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF MILES CITY TO REFLECT THE ANNEXATION OF ALL LOTS ON THE PLAT OF LAST CHANCE SUBDIVISION, INCLUDING ALL STREETS, AVENUES AND RIGHTS-OF WAYS SHOWN ON SAID PLAT.

- B.** RESOLUTION NO. 4647 - A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING NON-UNION WAGE SCALE MATRIX (*Human Resources Committee recommends approving*)
- C.** RESOLUTION NO. 4648 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE LOCAL NO. 283-A UNION.
- D.** RESOLUTION NO. 4649 - A RESOLUTION APPROVING A REVISED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MILES CITY AND THE AFSCME LOCAL NO. 283-B UNION.
- E.** Approval to add a mechanical inspection service to the building department.
- F.** Approval to renew Fire Department \$1,000,000 CD at Stockman Bank for an additional 5 month period.
- G.** Approve September Claims
- H.** KEEP, CANCEL OR RESCHEDULE REGULAR CITY COUNCIL MEETING ON TUESDAY NOVEMBER 11, 2025 (VETERANS DAY).

10. ADJOURNMENT

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



CITY OF MILES CITY

Regular Council Meeting Minutes

September 23, 2025 at 6:00 PM

City Council Chambers and online at zoom.us

Zoom ID: 4062343462 | Passcode: 59301

PRESENT

- Committee Member Don Simpson
- Committee Member Ed Pulecio
- Mayor Dwayne Andrews
- Committee Member Brant Kassner
- Committee Member Sherwood McKay
- Committee Member Dan Scott
- Committee Member Brooke Bartholomew

ALSO PRESENT:

Interim Fire Chief Ed Kanduch, Public Utilities Director Tom Speelmon, Public Works Director Samantha Malenovsky, Building Inspector Gabe Martinsen, City Attorney Dan Rice, Human Resource Officer Mara Lovett and via zoom Police Chief Doug Colombik, City Planener Joel Nelson, Minute Recorder/Deputy Clerk Tamara Ellsworth.

CALL TO ORDER

1. REQUEST OF CITIZENS AND PUBLIC COMMENT

- A. SHARON MOORE WITH THE NON-PROFIT CONVENT KEEPERS IS ASKING HAYNES ENTERPRISE TO SPEAK ON HER BEHALF IN REGARDS TO A CITY DONATION OF 1 YARD/TON OF ASPHALT AMOUNTING TO \$140 PER TON/YARD.

2. APPROVAL OF CITY COUNCIL/COMMITTEE MINUTES

- A. APPROVE HR COMMITTEE MINUTES FOR 0908 2025 MEETING

Motion made by Committee Member Kassner, Seconded by Committee Member Scott.
Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

- B. Approve the Regular Council Meeting Minutes 2025 0909

Motion made by Committee Member Pulecio, Seconded by Committee Member Kassner.
Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

- C. Regular Council Minutes 2024 0312

Motion made by Committee Member Bartholomew, Seconded by Committee Member Simpson.

Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

D. Regular City Council Minutes 2025 0409

Motion made by Committee Member Pulecio, Seconded by Committee Member Simpson. Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

3. STAFF REPORTS & OTHER COMMITTEE MINUTES

- A. HEALTH BOARD MINUTES 2025 0609
- B. AIRPORT BOARD MINUTES 2025 0811
- C. MCPD September 2025 staff report

4. CITY COUNCIL COMMENTS

Councilmember McKay gave an overview of the informal Parks meeting that took place earlier that day, explained that Kelsey Merritt had produced a vision plan to show what the Parks District could look like in year 2030. He gave an update on the numbers for the survey of residents that are for or against the Parks District and as of right now it is looking like 80/20. Councilperson McKay asked the City Attorney to make a comment on the meeting.

City Attorney Rice upon Councilmember McKay's request explained the process of getting a Parks District started through a resolution which is the administrative route and the county doesn't seem open to that, he also reported that if a Parks District is created that the Parks would still be maintained by City employees and not replaced and gave an example of the Airport being a County/City and yet maintained by city employees.

Councilmember Pulecio stated that he is not receiving emails in regards to other committee/board assignments, Deputy clerk/minute recorder Ellsworth made note and will get his email out to those boards.

5. MAYOR COMMENTS

6. COMMITTEE RECOMMENDATIONS

PUBLIC HEARING

A. ORDINANCE NO. 1398 - AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING STATUTE CONTAINED IN SECTION 76-2-306, MCA, ADOPTING AN INTERIM ZONING ORDINANCE PERTAINING TO THE APPLICATION OF MUNICIPAL ZONING DISTRICTS AND THE ZONING CODE TO THE LAST CHANCE SUBDIVISION AFTER ANNEXATION INTO THE CITY OF MILES CITY, MONTANA.

Mayor Andrews called for proponents 3 times and opponents 3 times, upon hearing none the public hearing was closed.

7. NEW BUSINESS

A. APPROVE RESOLUTION NO. 4643 - A RESOLUTION REVISING THE CITY OF MILES CITY PERSONNEL POLICIES REGARDING PROBATIONARY & TRIAL PERIOD (Human Resources Committee recommends)

Motion made by Committee Member McKay, Seconded by Committee Member Kassner. Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member

Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

B. APPROVE RESOLUTION NO. 4644 - (first reading) A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

Motion made by Committee Member Kassner, Seconded by Committee Member Pulecio. Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

C. APPROVE RESOLUTION NO. 4645 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH CUSTER COUNTY FOR FISCAL YEAR 2024-2025 THROUGH 2028-2029.

Motion made by Committee Member Kassner, Seconded by Committee Member McKay. Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

D. RESOLUTION NO. 4646 - A RESOLUTION ELECTING TO OPERATE UNDER THE ALL-PURPOSE MILL LEVY AND FIXING THE TAX LEVY FOR THE GENERAL FUND, AMBULANCE FUND AND AIRPORT FUND TO BE LEVIED AND ASSESSED ON ALL THE TAXABLE PROPERTY IN THE CITY OF MILES CITY FOR FISCAL YEAR 2025-2026.

Motion made by Committee Member Kassner, Seconded by Committee Member Simpson. Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

E. RR DEPOT MINOR SUBDIVISION FINAL PLAT/APPLICATION (see staff report and attachments):

1. APPROVE OR DENY WAIVER REQUEST PERTAINING TO THE MILES CITY SUBDIVISION REGULATIONS' REQUIREMENT THAT CONSENT TO PLAT DOCUMENTS FROM LIENHOLDERS ARE TO BE DATED NO OLDER THAN 30 CALENDAR DAYS PRIOR TO THE DATE OF SUBMITTAL.

2. APPROVE OR DENY THE FINAL PLAT AND APPLICATION (the review deadline is September 26, 2025)

Motion made by Committee Member Kassner, Seconded by Committee Member Pulecio, to approve the waiver request pertaining to the Miles City subdivision regulations requirement date of submittal.

City Planner Nelson explained that this item is just waiving the timeline of 30 days due to projects and communications will sometimes take longer than 30 days and the submittal then would not be accepted, this will allow for a longer submittal duration time.

Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

Motion made by Committee Member Kassner, Seconded by Committee Member Simpson to approve the final plat and application.

City Planner Nelson gave an overview of the plat, this is a one lot subdivision the old Rail Road Depot. BNSF and the Co-applicant have gone through the admin review and they have complied. The tract would be conveyed to the County, and the County would then convey it to the Fish, Wildlife and Parks.

Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

- F. APPROVE ORDINANCE NO. 1398 - AN ORDINANCE ADOPTED PURSUANT TO THE MONTANA INTERIM ZONING STATUTE CONTAINED IN SECTION 76-2-306, MCA, ADOPTING AN INTERIM ZONING ORDINANCE PERTAINING TO THE APPLICATION OF MUNICIPAL ZONING DISTRICTS AND THE ZONING CODE TO THE LAST CHANCE SUBDIVISION AFTER ANNEXATION INTO THE CITY OF MILES CITY, MONTANA.

Motion made by Committee Member McKay, Seconded by Committee Member Kassner.

John Peila, Kinsey MT, commented that he hopes that the zoning stays close to what the county had. He is against the idea of allowing duplexes or apartment buildings in this subdivision as he has already sold to single family units who are not aware of this possibility. City Planner Nelson explained the different types of zoning and there is no district that leaves duplexes out. There are covenances that could be in place that would help. City Attorney Rice explained that this is just an interim zoning ordinance and there will be time to meet with the Planning board to rezone with residential commercial, he then asked John Peila to get in contact with him.

Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew

8. ADJOURNMENT

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

Motion made by Committee Member Simpson, Seconded by Committee Member Pulecio.

Mayor Andrews adjourned the meeting at 6:55 pm.

Voting Yea: Committee Member Simpson, Committee Member Pulecio, Committee Member Kassner, Committee Member McKay, Committee Member Scott, Committee Member Bartholomew



Miles City Building Department Staff Report

Recently I have been in the process of obtaining my Commercial Mechanical Certification.

This process requires the City of Miles City to adopt the 2021 Mechanical code and for me to get certified to issue permits and conduct inspections.

The State of Montana has a program where certified Cities and Towns (which we are) are allowed to issue permits under a licensed inspector while the current inspector is working toward the certification.

Currently the consultant that I have hired is certified for Commercial Mechanical and the City of Miles City will be using his certifications until I complete the process. The State allows for 6 months from the time of the adoption of the new code.

It is my hope that the Council approves the added services that will be available for contractors and adopts the 2021 Mechanical code.

Going forward it is my plan to become a “combo inspector”, what that means is that I have the proper certifications that allow for contractors big and small to have one office that they pull their permits from. My hopes are for this to be accomplished in the next 3 years and this is just the first step in that process.

If you have any questions please feel free to reach out.

RESOLUTION NO. 4644

A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

WHEREAS, pursuant to M.C.A. 2-6-1003, every person has the right to inspect any nonexempt public record of the City of Miles City subject to reasonable procedures; and

WHEREAS, the City of Miles City recognizes and respects the public's right to public documents and the importance of maintaining orderly files to facilitate public access in an efficient and cost-effective manner; and

WHEREAS, the City Council of the City of Miles City, Montana desires to adopt policies and procedures for responding to open records requests; and

WHEREAS, public information requests can be obtained by filling out the Public's Request form as attached in "Exhibit A"; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana adopts the Public Records Policy for the City of Miles City to provide economical and efficient access to public records as provided under Montana Code 2-6-1003.

PASSED BY THE CITY COUNCIL THIS 23RD day of September, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED, AND ADOPTED by the City Council of the City of Miles City this 14TH day of October, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk



CITY OF MILES CITY

Section 7, Item A.

17 S 8th Street
P.O. BOX 910
MILES CITY, MT 59301

Ph: 406-234-3462
Fax: 406-234-2903
miles-city-mt.gov

REQUEST FOR PUBLIC RECORDS POLICY

As custodians of public information, the City of Miles City recognizes the public's right of access to public records. Please read the information pertaining to the City's procedure for providing requested information.

The City of Miles City will provide an effective and timely response to requests for public records under §2-6-101, MCA. The City will make every effort to assist and provide prompt accurate and courteous service in a timely manner. Please note that some requests may take longer to accomplish depending on file storage location and staff availability.

Most record requests are at very little cost and fulfilled timely. However, in some instances a fee may be associated (broken into half-hour increments) for the time involved researching, any print copies or electronic data of the request, pursuant to §2-6-110, MCA.

- This may include requests requiring significant time researching across numerous departments, old and archived records, voluminous records, etc.
- Request for analysis, compilation, extractions, comparisons, chronologies and other assemblages of existing material.

All records requests are to be directed to the City Clerk, who will provide the City's response. This request form may be obtained from City Hall or by email after contacting the City Clerk. Once received, it will be routed to the proper department for processing. The department will provide the Clerk with the requested information, and the amount of time involved researching the request. The Clerk will be responsible for communicating the status of the request, and any amount due for copies and/or research time, to the requestor. Upon receipt of any monies due, the requested information/documentation will be provided to the requestor. Requests for information that is protected or prohibited from public release by law may be denied and the requestor contacted and informed of this. Public documents containing exempt information may be released after redaction.

Please complete the request form on side 2 of this policy. A title or reasonable description of the requested information is required for all information not readily available or dependent upon staff availability if the request cannot be fulfilled immediately.

FEES:

COPIES		Flash drive/supplied by The requestor: \$12.00	SCANNING	
8.5 x 11 inch copy	\$0.50 / page		Scan up to 10 pages	\$2.00 flat fee
8.5 x 14 inch copy	\$0.50 / page	Scan 11 to 50 pages	\$6.00 flat fee	
		Scan 51 to 100 pages	\$10.00 flat fee	
		Scan over 100 pages	\$15.00 flat fee	
DIGITAL MEDIA				
Email	No charge			
			POSTAGE FEE	\$5.00
STAFF TIME			CERFITIFIED COPY	Additional \$2.00
First 15 minutes	No charge			
Administrative	\$25.00 per hour			
Professional	\$46.00 per hour			
Executive	\$76.00 per hour			



CITY OF MILES CITY

Section 7, Item A.

City of Miles City -Public Records Request Form *Request for City Employee Information*

Date: _____
Requestor Name: _____
Address: _____
Phone: _____
Email: _____

I am requesting access to public records under the Montana Public Records Act. Please check the boxes next to the information you are requesting:

- Full names of current city employees
- Job titles and departments
- Hire dates and length of service
- Salary or compensation details
- Work contact information (email or phone, if applicable)
- Organizational chart or reporting structure
- Employment status (full-time, part-time, contract)
- Other (please specify): _____

Preferred Format for Receiving Records: note: the charges are included on page 1

- Email
- Printed copy (mail or pick-up)
- In-person review

Thank you for your assistance.

Signature: _____
Date: _____

RESOLUTION NO. 4644

A RESOLUTION TO ADOPT THE PUBLIC RECORDS REQUEST POLICY FOR THE CITY OF MILES CITY

WHEREAS, pursuant to M.C.A. 2-6-1003, every person has the right to inspect any nonexempt public record of the City of Miles City subject to reasonable procedures; and

WHEREAS, the City of Miles City recognizes and respects the public's right to public documents and the importance of maintaining orderly files to facilitate public access in an efficient and cost-effective manner; and

WHEREAS, the City Council of the City of Miles City, Montana desires to adopt policies and procedures for responding to open records requests; and

WHEREAS, public information requests can be obtained by filling out the Public's Request form as attached in "Exhibit A"; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana adopts the Public Records Policy for the City of Miles City to provide economical and efficient access to public records as provided under Montana Code 2-6-1003.

PASSED BY THE CITY COUNCIL THIS 23RD day of September, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

FINALLY PASSED, AND ADOPTED by the City Council of the City of Miles City this 14TH day of October, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk



CITY OF MILES CITY

Section 8, Item A.

17 S 8th Street
P.O. BOX 910
MILES CITY, MT 59301

Ph: 406-234-3462
Fax: 406-234-2903
miles-citymt.gov

REQUEST FOR PUBLIC RECORDS POLICY

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The City of Miles City will provide an effective and timely response to requests for public records under §2-6-101, MCA. The City will make every effort to assist and provide prompt accurate and courteous service in a timely manner. Please note that some requests may take longer to accomplish depending on file storage location and staff availability.

Most record requests are at very little cost and fulfilled timely. However, in some instances a fee may be associated (broken into half-hour increments) for the time involved researching, any print copies or electronic data of the request, pursuant to §2-6-110, MCA.

- This may include requests requiring significant time researching across numerous departments, old and archived records, voluminous records, etc.
- Request for analysis, compilation, extractions, comparisons, chronologies and other assemblages of existing material.

All records requests are to be directed to the City Clerk, who will provide the City's response. This request form may be obtained from City Hall or by email after contacting the City Clerk. Once received, it will be routed to the proper department for processing. The department will provide the Clerk with the requested information, and the amount of time involved researching the request. The Clerk will be responsible for communicating the status of the request, and any amount due for copies and/or research time, to the requestor. Upon receipt of any monies due, the requested information/documentation will be provided to the requestor. Requests for information that is protected or prohibited from public release by law may be denied and the requestor contacted and informed of this. Public documents containing exempt information may be released after redaction.

Please complete the request form on side 2 of this policy. A title or reasonable description of the requested information is required for all information not readily available or dependent upon staff availability if the request cannot be fulfilled immediately.

FEES:

COPIES		Flash drive/supplied by The requestor: \$12.00	SCANNING	
8.5 x 11 inch copy	\$0.50 / page		Scan up to 10 pages	\$2.00 flat fee
8.5 x 14 inch copy	\$0.50 / page	Scan 11 to 50 pages	\$6.00 flat fee	
		Scan 51 to 100 pages	\$10.00 flat fee	
		Scan over 100 pages	\$15.00 flat fee	
DIGITAL MEDIA				
Email	No charge			
			POSTAGE FEE	\$5.00
STAFF TIME			CERFITFIED COPY	Additional \$2.00
First 15 minutes	No charge			
Administrative	\$25.00 per hour			
Professional	\$46.00 per hour			
Executive	\$76.00 per hour			



CITY OF MILES CITY

Section 8, Item A.

City of Miles City -Public Records Request Form *Request for City Employee Information*

Date: _____
Requestor Name: _____
Address: _____
Phone: _____
Email: _____

I am requesting access to public records under the Montana Public Records Act. Please check the boxes next to the information you are requesting:

- Full names of current city employees
- Job titles and departments
- Hire dates and length of service
- Salary or compensation details
- Work contact information (email or phone, if applicable)
- Organizational chart or reporting structure
- Employment status (full-time, part-time, contract)
- Other (please specify): _____

Preferred Format for Receiving Records: note: the charges are included on page 1

- Email
- Printed copy (mail or pick-up)
- In-person review

Thank you for your assistance.

Signature: _____
Date: _____

ORDINANCE NO. 1399

AN ORDINANCE AMENDING SECTION 1-8 OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY, MONTANA, REVISING THE LEGAL DESCRIPTION OF THE CORPORATE LIMITS OF THE CITY OF MILES CITY TO REFLECT THE ANNEXATION OF ALL LOTS ON THE PLAT OF LAST CHANCE SUBDIVISION, INCLUDING ALL STREETS, AVENUES AND RIGHTS-OF-WAYS SHOWN ON SAID PLAT.

WHEREAS, Sec. 1-8 of the Code of Ordinances of the City of Miles City describes the boundaries of the corporate limits of the City of Miles City;

AND WHEREAS, pursuant to Resolution No. 4642, the City of Miles City has annexed all lots on the Plat of Last Chance Subdivision, including all streets, avenues and rights-of-ways shown on said Plat;

AND WHEREAS, it is necessary to amend Sec. 1-8 of the Code of Ordinances of the City of Miles City to reflect the above-referenced annexation.

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

1. Section 1-8 of the Code of Ordinances of the City of Miles City is hereby amended to delete the following exception:

LESS

A parcel of land known as the Kosty property, Geocode: 14-1740-34-4-35-01-0000 all lying in the northeast quarter of the southeast quarter of Section 34, Township 8 North, Range 47 East, P.M.M. more particular described as follows:

Commencing at the Section corner common to Sections 2 & 3, T 07N., R 47E. and Sections 34 & 35, T 08N., R 47E.; thence N26°20'44"W., a distance of 1,484.12 feet to the POINT OF BEGINNING;

thence S89°48'35"W, a distance of 657.36 feet;

thence N00°10'47"W, a distance of 988.29 feet;

thence S89°59'11"E, a distance of 357.47 feet;

thence S89°58'51"E, a distance of 299.96 feet;

thence S00°09'46"E, a distance of 329.09 feet;

thence S00°10'56"E, a distance of 656.83 feet to the POINT OF BEGINNING.

Containing 14.89 acres, more or less.

2. This Ordinance shall become effective thirty (30) days after its final passage.

SAID ORDINANCE READ AND PUT ON ITS FIRST PASSAGE THIS 14TH DAY OF OCTOBER, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

**SAID ORDINANCE FINALLY PASSED AND ADOPTED THIS 11th DAY
OF NOVEMBER, 2025.**

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

RESOLUTION NO. 4647

A RESOLUTION REVISING CITY OF MILES CITY PERSONNEL POLICIES REGARDING NON-UNION WAGE SCALE MATRIX

WHEREAS, the City of Miles City has established certain personnel policies for employees of the City of Miles City, which are set forth in the City of Miles City Personnel Manual;

AND WHEREAS, the City Council finds that certain revisions to such policies should be adopted;

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


1. That the following new policy: Non-Union Wage Scale Matrix attached as Exhibit "A".
2. Such policy shall become effective July 1, 2025 upon the passage of this resolution.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF OCTOBER, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

 <p>CITY OF MILES CITY PERSONNEL POLICY</p>	Section 3:	Employment Information
	Effective:	07/01/2021
	Last Revised:	10/14/2025
NON-UNION WAGE SCALE MATRIX		
Resolution #4647		

➤ **This policy supersedes all previous policies and/or handbooks published by the City of Miles City. Negotiated labor contracts that conflict with this policy will take precedence to the applicable extent.**

PURPOSE

To establish a wage scale matrix for non-union staff to aid in the retention of staff.

POLICY

The City of Miles City shall provide step increases for non-union staff as described in the matrix once each fiscal year as the health of the City budget allows.

PROCEDURE

Step Increases

1. On initial employment an employee will be placed on the schedule at the beginning probationary wage.
 - a. A current City employee transferring to a new position will either be placed at the probationary wage or a step commensurate with education and experience.
2. Each fiscal year, in conjunction with the performance evaluation process the step increase may be recommended when the individual performs at a satisfactory level.
3. When an employee has progressed to the last step of the schedule for that position no further increases will be granted.
4. The Human Resources Committee forward recommendations to the Finance Committee by June 1, each year.
5. The Human Resources Committee recommendations shall be tracked on the Wage Increase Requests – Signature Sheet & Tracking Form.

RESOLUTION NO. 4648

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF OCTOBER, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

AGREEMENT

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - DUES ASSIGNMENT

- A. **Union Security:** The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employee covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- B. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location,

and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

The Employer will include in the packet of personnel and payroll forms provided to new employees covered by the Agreement, authorization for payroll deductions of union fee forms. Any union materials that require the employee's signature shall be returned to the Union by the Employer upon completion.

- C. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- D. **Voluntary Assignments:** The City agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for Union dues.
- E. **Amount Deducted:** The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the tenth of the succeeding month, after such deductions are made.
- F. **Indemnification:** The Union indemnifies and holds harmless the City and its administrators from any claim and/or award that may result from the execution of this Article, including attorney fees and other defense costs.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. **Union Activities:** No employee shall be disciplined, discharged or illegally discriminated against by the City for upholding legal Union activities.
- B. **Nondiscrimination:** It is the policy of the City and the Union to assure that

employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training. Complaints are to be processed under the applicable statute.

- C. **Representation:** Employees may have a Union representative present during an investigatory meeting when the employee believes that information he or she gives may be used against him or her. These rights shall be governed by the Weingarten Rule.

- D. **Personnel File:** An employee may view and obtain one copy of anything in his or her official personnel file except confidential letters of recommendation. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. Only documents contained in the employee's official personnel file or documents which the employee has verified by his or her signature that he or she has read and/or received, can be used against the employee. An employee may author a rebuttal to any derogative document, which will be filed together with such document. All disciplinary documents will contain a sunset clause reflective of the severity of the infraction and the corrective action taken. Any documents added before July 1, 2023 will have reasonable sunset provisions retroactively discussed on a case-by-case basis.

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

ARTICLE 4 - SENIORITY, LAYOFF AND RECALL

A. Seniority:

- 1. *Definition:* Seniority is the number of years employed since the last date on

which an employee was hired by the City in a position covered by this Agreement. Ties shall be broken by alphabetical order of the employee's last name, and by lot if a tie continues.

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

B. Layoff:

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

- Grade 1 – Laborer, Assistant Utility Billing Clerk, Deputy City Court Clerk
- Grade 2 – Librarian, Administrative Assistant, Commercial Driver’s License
- Grade 3 – Heavy Equipment Operator II, Non-certified Plant Operator, Utility Billing Clerk
- Grade 4 – Heavy Equipment Operator III, Plant Operator Single Certification, City Court Clerk
- Grade 5 – Heavy Equipment Operator IV
- Grade 6 – Mechanic, Plant Operator Dual Certification
- Grade 7 - Foreman

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

ARTICLE 5 - EMPLOYMENT POLICY

- A. **Probationary Period:** Whenever new or additional employees are employed who do not possess rights of re-employment, they shall work in such position subject to a trial period of 1,040 hours of actual work from the first day of work, except seasonal employees shall be probationary during their first cumulative full season of work. All time worked during the previous three years shall count toward satisfying the probationary period. During the trial period, the employee may be released from service without recourse to the grievance procedure.
- B. **Operator's License Required:** The City shall require 1B water and 1C wastewater operator certifications issued from the State of Montana for filling the respective positions at the water and wastewater plants. An employee will

be allowed 18 months or 4 attempts to pass one of the Montana Department of Environmental Quality (DEQ) certification exams. The exam type and date the test is to be taken will be determined by the plant superintendent. Termination of the employee after 4 attempts or 18 months will be at the discretion of the City.

ARTICLE 6 - HOURS OF WORK

- A. **Workday:** A standard workday shall consist of eight hours continuous, except for a normal lunch period not to exceed one hour, in any 24-hour period.

- B. **Workweek:** A standard workweek shall consist of forty hours, composed of any five consecutive workdays immediately followed by two days off. An employee's workweek is a fixed and regularly recurring consecutive 5-day period, beginning on the same day of each 7-day period. In some circumstances and in some City operations, a "nonstandard" work week with different and perhaps nonconsecutive days off, may be established with consent of the Union.

- C. **Shifts:** The shift for employees shall not be on an alternating basis, except by mutual agreement; provided, however, that in case of any emergency, the shift may be temporarily altered.

- D. **Rest Periods:** All employees shall be granted a fifteen-minute rest break during the first four hours of the shift and another fifteen-minute rest period during the second four hours of the shift. The supervisor may, at his/her discretion, require the rest period to be taken at the job site.

- E. **Lunch Period:** All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

- F. **Double-shift:** The City may schedule a double-shift for any project, and the senior employee assigned to the project may then request his or her shift preference.

- G. **End of Shift:** Employees shall be granted a reasonable length of time for personal cleanup prior to the end of each work shift, when the type of work requires such.

- H. **Water/Wastewater Plant Work Week:** It is understood that the Water Plant and Wastewater Plant must be manned on a 7-day week basis, therefore requiring a Sunday work shift; and that it has been established that the work period for employees at the Water and Wastewater Plant is a Calendar Week (Sunday through Saturday) and that Sunday will not be at Holiday pay. However, for overtime purposes, the sixth day after the start of an employee's shift shall be a time and one-half day and the seventh day shall be paid at two and one-half times the employee's pay scale, if the employee is required to work on those days. Any Water or Wastewater shift which begins between the hours of 2:01 PM and 12:00 AM will be considered an "evening" shift. The shift differential for "evening" shifts will be applied to all hours worked during that shift. If the employee's shift begins between 12:01 AM and 2:00 PM, it is considered a day shift, and not eligible for the shift differential.

ARTICLE 7 – COMPENSATION

- A. **Salaries, Wages, and Longevity:**
 - 1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendums "A" and "B" Classification Programs to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.
 - 2. Each employee covered hereby will retain their present level received as longevity. For each additional year of service after the effective date of this Agreement, each employee will receive an additional amount of 1% per year, factored into the Pay Matrix.
 - 3. A significant error on a paycheck shall be paid within the first day three business days in which after the City has been notified, with deductions accurate and correct. Minor errors shall be corrected on the next regularly scheduled paycheck.

- B. **Overtime:**

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

C. **Compensatory time:**

1. In lieu of receiving overtime compensation an employee may elect to receive credit for overtime hours worked. The election to credit overtime hours to compensatory time must be submitted on the form provided by Human Resources Office at the beginning of each fiscal year.
2. Not more than 120 hours of work may be credited by the City to compensatory time. Compensatory time credited is available for use as time off with pay by the employee. The employee may use accumulated compensatory time credits with sufficient prior notice; except in the case of an emergency. All requests shall be on the standard leave request form, and shall be submitted to the employee's immediate supervisor. The City reserves the right to refuse use of compensatory time when, in the opinion of the City, such use would disrupt City operations. The employee has the right to accumulate 120 hours of compensatory time, the City shall cash out any or all of an employee's accumulated compensatory time credits semi-annually with the November 30 and June 30 paydays. Employees shall be provided, by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number hours the

employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior to the payday to receive pay out of compensatory hours. Should the employee have credits remaining upon termination, he/she shall be paid in cash for all such time at his/her regular rate of pay at the time of termination.

D. Call-outs and Standby Time:

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

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

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

ARTICLE 8 – HOLIDAYS

A. Holidays: Employees shall be granted the following holidays, without loss of pay. Employee must be in a paid time status prior to or after the holiday.

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

- 7. Second Monday in October ~~---~~ Indigenous People's Day/Columbus Day
- 8. November 11 - Veteran's Day
- 9. Fourth Thursday in November - Thanksgiving Day
- 10. December 25 - Christmas Day
- 11. Every day in which a general election is held throughout the State of Montana.

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

ARTICLE 9 - VACATIONS

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

1 day up to 10 years of service: 120 hours/15 working days credit per year
~~from one pay period through ten years of employment, at the rate of fifteen working days for each year of service;~~

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10 years up to 15 years of service: 144 hours/18 working days credit per

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~~year~~After ten years through fifteen years of employment, at the rate of eighteen working days for each year of service;

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~~15 years up to 20 years of service: 168 hours/21 working days credit per year~~After fifteen years through twenty years of employment, at the rate of twenty-one working days for each year of service;

~~20 years or more: 192 hours/24 working days credit per year~~

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~~1: After twenty years of employment, at the rate of twenty-four working days for each year of service.~~

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- B. **Maximum Accrual:** Vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess is accrued. If an employee makes a reasonable request to use excess vacation leave before such leave must be forfeited and such request is denied, the excess leave is not forfeited and the City shall ensure that the employee may use the excess leave before the end of the calendar year in which the excess would have been forfeited. Vacation leave shall not accrue during a leave of absence without pay.
- C. **Pay-off:** Unused earned vacation time shall be paid to the employee at his/her regular rate of pay at the time of separation from service.
- D. **Death:** In the event of death of an employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.
- E. **Vacation Dates:** The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the City, with regards to seniority and the best interest of the City; providing, however, the best interest of the City shall include the City's right to ensure that there is an adequate number of ~~equipment operator~~ employees during vacation periods. Leaves of absence without pay may be used to extend regular vacation.

- F. **During a Holiday:** If a holiday(s) occur(s) during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.
- G. **On a Split Basis:** Vacation time may be taken on a split-vacation basis. Also, all employees have the privilege of taking vacation at any time during the year subject to the provisions of Section F.
- H. **Running Total:** Vacation days shall either be on the check-off stub every pay day with a running total or supplied every third month in writing by the City.

ARTICLE 10 - SICK LEAVE

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

payment shall become the fiscal responsibility of the receiving agency.

3. Employees shall not be credited with sick leave for which they have previously been compensated.

D. Other Sick Leave Provisions:

1. Sick leave charges and credits shall be charged to the nearest $\frac{1}{10}^{\text{th}}$ of an hour.
2. By mutual agreement between the employee and the City, available annual leave credits may be used when an employee is absent and has no sick leave credits available. If the employee has no leave credits available, the employee may request a leave without pay.
3. Denial of Maternity Leave Unlawful:
 - a. It shall be unlawful for the City or its agent:
 - (1) to terminate a woman's employment because of her pregnancy, or
 - (2) to refuse to grant to the employee a reasonable leave of absence for such pregnancy, or
 - (3) to deny to the employee, who is disabled as a result of pregnancy, any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer; provided that the City may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties, or
 - (4) to retaliate against any employee who files a complaint with the commissioner under the provisions of this contract; or,
 - (5) to require that an employee take a mandatory maternity leave for an unreasonable length of time.
 - b. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private Employer, the Employer's circumstances have so changed as to make it impossible or unreasonable to do so.
4. Employees covered by the Workers' Compensation Act are entitled to benefits administered by the Industrial Accident Board when they suffer injury or illness

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as a result of their employment. An employee may elect to use his or her accrued sick leave credits to supplement his or her Workers' Compensation payments.

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

E. Emergency Sick Leave:

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

ARTICLE 11 - OTHER LEAVE WITH PAY

- A. **Military Leave:** Any permanent employee of the City who is a member of the

organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen working days per calendar year under military orders properly issued by military authorities. Such absence shall not be charged against other leave credits earned by the employee.

- B. **Jury and Witness Duty:** An employee under proper summons as a juror, or subpoena as a witness, shall collect all allowances and fees payable as a result of such service and forward the fees to the City. An employee may elect to charge his or her juror/witness time against annual leave and in such case will not be required to surrender any fees to the City. An employee shall not be required to remit any mileage or expense fees to the City.

- C. **Funeral of Co-Workers:** Employees shall be granted up to four hours of paid leave to attend the funeral of another employee in the bargaining unit. In the event an employee cannot be released due to the vital nature of an assignment, up to four hours of paid leave will be provided to attend other functions related to the death.

- D. **Union Leave:** Designated Union representatives may with prior approval take a reasonable leave of absence without pay to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City.

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

ARTICLE 12 - LEAVE WITHOUT PAY

- A. **Entitlement:** All employees are entitled to take leave of absence without pay when

authorized by the City.

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

ARTICLE 13 - FAMILY AND MEDICAL LEAVE

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

- D. **Violations:** Any alleged violation of the FMLA shall be submitted in accordance with the provisions of that Act.

ARTICLE 14 - LEAVE AUTHORIZATION & VERIFICATION

- A. **Authorization:** An employee who is absent from duty without prior permission or acceptable reason, shall be subject to deduction of pay and discipline or discharge under the just cause standard.

- B. **Verification:** Any time an employee obtains a written verification of an illness or injury necessitating use of sick leave from a physician, a copy will be provided to the City. Any time an employee requires sick leave in excess of three days, the employee shall, at the City's request, obtain a physician's written verification and provide it to the City. The City will reimburse the employee for any cost thereof not paid by insurance. Whether or not a written verification for use of sick leave is provided or requested, all use of sick leave under this Agreement is subject to the provision concerning abuse.

- C. **Frequent Absences:** The mere existence of leave credits does not in and of itself allow an employee to be absent, and shall not be interpreted to in any way restrict the City from addressing frequent absences so long as such is in compliance with the just cause provision of this Agreement. Except in cases of emergency, all leaves must be requested and authorized in advance.

ARTICLE 15 - WORKING CONDITIONS

- A. **Work Rules:**
 1. The City agrees to furnish each newly hired employee a copy of all existing work rules.
 2. All changes, deletions or additions to work rules affecting terms or conditions of employment will be negotiated by the City and the Union before implemented and shall be prominently posted on all bulletin boards for a period of five consecutive work days. The City may avoid negotiations over proposed changes as described in this Section by notifying the Union in writing of any proposed

changes and receiving written consent from the Union to implement any such changes.

- B. **Separation:** Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

- C. **Visits by Union Representative:** Accredited AFSCME representatives shall have full and free access to the workplace during working hours to conduct Union business, with prior notification to the City. The representative will not disrupt the work of any employee without obtaining prior express permission from the City.

- D. **Union Bulletin Boards:** The City agrees to allow the Union to maintain a suitable bulletin board in a convenient place where the employees work. The Union shall limit the posting to notices and bulletins. No posting shall reflect adversely upon the City, the department, or any of its members and shall not be in the nature of political activities.

- E. **Personal Property:** When loss or damage of an employee's personal property, which is of a type reasonably required in the performance of assigned duties, results from employment but not the employee's misconduct, the City will provide reasonable compensation to the extent the employee could not be made whole by Workers' Compensation or other insurance, as long as the employee reports evidence of such loss or damage to his or her immediate supervisor prior to the end of the shift during which it occurred.

- F. **Safety Equipment:** Safety equipment such as gloves, protecting glasses, dust masks, hard hats, safety vests, flashlights and/or lanterns, rain coats and rubber boots shall be provided. All items will be replaced when worn or damaged. One pair of safety lenses will be provided every two years, if deemed necessary by an optometrist.

- G. **Replacement of Tools:** The City will reimburse the Mechanic(s) for replacement costs of tools in the case of fire, theft, destruction or other loss when such tools are on the inventory of the individual Mechanic's tools previously supplied to the City.

H. **Description of Heavy Equipment:**

1. Commercial Drivers' License
2. Front End Loader
3. Front End Loader/Backhoe
4. Front End Load / Backhoe / Excavator or Motor grader

This clause is to differentiate between regular and heavy equipment.

I. **Supervisors Operating Equipment:** Supervisors will not operate equipment on non-working hours in lieu of call-out of appropriate personnel, except in cases of emergency.

J. **Immunizations:** The City will pay the cost of the following immunizations: Hepatitis A, Hepatitis B, Influenza, Tetanus/Diphtheria and Pneumococcal Disease. Such immunizations will be administered only through the office of the County Health Nurse.

K. **Commercial Drivers Licenses:** As a condition of employment you must obtain a CDL within one year of employment and timeframe may be extended at management's discretion. The City shall pay the costs of the physical examinations required of said employees to obtain CDL's. The City will ensure that no out-of-pocket expense will be accrued by the employee in the renewal of the CDL driver's license. The City will pay for the difference in cost between a regular driver's license and the type of CDL the employee acquires. All employees who possess a CDL are subject to random drug/alcohol testing pursuant to Federal regulations set forth in 49 CFR Part 382, 391, 392 and 395, as amended, and adopted by the City's Drug and Alcohol Testing Policy, June 24, 1997.

L. **Safety Toed Boots:** For employees whose job position requires safety-toed boots, ~~the City will pay the price of safety toed boots up to \$200 per year -~~ pending receipt. ~~This applies to not more than one pair of boots per year.~~ New employees may receive a ~~\$200~~ \$250 allowance for a second pair of seasonally appropriate boots once they complete their 6-month probation.

M. **Foreman Pay:** An employee from the affected department may be assigned by the Department Director, or their designee, the duty of acting as the lead worker, because of the absence of the lead worker during their regularly scheduled shift. That employee will be paid the foreman wage at their years of service. After that employee has completed that duty for more than one consecutive regular shift, then that employee will receive that foreman wage for the time he or she has been assigned that duty including any overtime accrued until the lead worker has returned to duty.

~~E. When an employee is assigned by the Department Director the duty of acting as the lead worker, because of the absence of the lead worker, that employee will be paid the foreman wage that the lead worker receives, after that employee has completed that duty for more than one consecutive regular shift. Then that employee will receive that foreman wage for the time he or she has been assigned that duty.~~

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~~M.N.~~ **Clothing Stipend:** Each employee will receive an annual clothing allowance of \$200 on a separate check.

N.O. **Gym Membership:** Each employee may receive \$240 annually for a gym membership, billed by the gym facility; management may request proof of attendance.

ARTICLE 16 - HEALTH, SAFETY AND WELFARE

- A. **Industrial Accident Insurance:** The City shall carry Industrial Accident Insurance on all employees. Employees must report in writing all personal injuries received in the course of employment not later than 24 hours from the injury. The City will ensure that First Aid Kits are maintained in each work area.
- B. **Health Insurance:** The City shall contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.
- C. **Unemployment Insurance:** The City shall make all the necessary arrangements to ensure that all employees covered by this Agreement will be covered with

Unemployment Insurance.

- D. **Safety Committee:** The City will maintain a safety committee in accordance with the Montana Safety Culture Act and shall take reasonable steps to correct identified hazards.

ARTICLE 17 - JOB POSTING

- A. **Posting:** When the City intends to permanently fill a vacant or newly created nonseasonal bargaining unit position, if no individual on layoff status or transfer is available, the City will deliver to the Union Secretary and post the following information for at least five (5) full working days on bulletin boards normally used for employee postings:
 - a. The location and title of the position
 - b. The wage
 - c. The minimum qualifications
 - d. The starting date
 - e. Assigned hours and days of work
 - f. The deadline for applying
 - g. If the position is temporary the anticipated length
 - h. With whom the application must be filed

- B. **Transfers:** Any open position will be eligible for voluntary transfer first, if no employee requests transfer in five (5) working days the position will be open to the public. An employee may at any time request in writing a transfer to any open position. In the event the City grants the transfer, the employee will serve a probationary period of 520 actual hours of work in that new position. Should the City determine within the probationary period that the employee has failed to perform satisfactorily, he or she shall be returned to his or her former position and former pay and the newly hired employee will be laid off.

- C. **Seasonal Employees:** A position shall be deemed "seasonal" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a seasonal position to the individual who held that position in the

previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to seasonal. Union employees will maintain all Union rights, management will set wages through resolution.

D. **Short-term Employees:** A position shall be deemed "short-term" if it lasts not longer than four months in a calendar year. Unless the employee was dismissed, the City shall offer a short-term position to the individual who held that position in the previous year. If the previous employee does not accept the offer by the end of the fifth calendar day of the making of the offer, the position shall be subject to the other sections of this Article. The City will not change permanent positions to short-term.

E.—**Hiring:** Non-probationary employees in the bargaining unit may apply and shall be given preference for any posted bargaining unit position. The City will recognize seniority, qualifications and work history in awarding positions. The City may hire an external applicant only if he or she is substantially more qualified than any internal applicant, in which case one internal applicant may file a grievance alleging that he or she should have been awarded the position. If the City awards a position to a less senior internal applicant, one more-senior applicant may file a grievance alleging that he or she should have been awarded the position. If qualifications include possession of a high school diploma and if qualifying experience is allowed as a substitute for education, it shall be considered an equivalent. Management may insert new hires into the wage matrix (Addendum A) based on relevant experience; this does change or advance the new hires seniority; longevity ends at year 30 in the matrix regardless of insertion point.

ARTICLE 18 - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

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

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Grievance: An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement or City Policies and Procedures, has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. An employee may be represented at any disciplinary meetings by a Bargaining Unit Representative. Grievances shall be filed and appealed in writing, with the filing of the grievance containing at least: name of grievant, date of grievance, contract or policies provision violated, narrative, and action or relief requested. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.

- B. Stewards & Grievance Committee: Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.

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

D. Procedure:

Step 1 – When an employee and/or the Bargaining Unit cannot resolve the complaint informally, the employee and/or the Bargaining Unit shall bring the matter formally in writing to their Department Head/Managing Supervisor within ten (10) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The Supervisor shall provide the grievant with a written answer within ten (10) working days after the Step 1 grievance is submitted.

Before Step 2 may commence, the grievant must bring their grievance to Local 283A membership for a vote to continue the grievance.

Step 2 – If the Union is not satisfied with the Department Head/Managing Supervisor's disposition of the grievance, or the Department Head/Managing Supervisor fails to respond, the Union may vote to appeal the grievance to the Mayor or their designee within (10) working days from receipt of the response of the Department Head/Managing Supervisor, or if the Department Head/Managing Supervisor has not responded within the allotted time frame. The Mayor will review the disposition by the Department Head/Managing Supervisor and may hold a hearing with the Grievant/Union. The Mayor shall have ten (10) working days in which to issue a decision in writing to the Grievant with a copy to the Bargaining Unit.

Step 3 – If the Union is not satisfied with the decision of the Mayor, the grievance may be escalated to the City Council within five (5) working days of the receipt of the Mayor's decision. The City Council will hear the grievance at the next regular meeting for which the matter can be placed on the agenda. The City Council shall respond in

writing to the Union no later than ten (10) working days following its next regular meeting.

Step 4 – If the Union is not satisfied with the City Council's decision, they may appeal to a Grievance Committee. The Union must notify the Mayor within three (3) business days of the receipt of the City Council's decision that they intend to appeal to the Grievance Committee.

The Grievance Committee shall constitute three members: one Union member, one Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Personnel 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 City shall each provide three names for their side of the draw. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

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The Grievant/Union President/their designee and the Mayor/their designee shall meet and form the Grievance Committee by random draw five (5) working days after Step 4 is initiated, with one Union name and one City name drawn. The Grievance Committee shall convene within ten (10) calendar days, or as soon as possible dependent on the mediator's schedule, 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 written 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.

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Step 5 – Either side may appeal the decision of the Grievance Committee to an impartial Arbitrator. Notice of the decision to appeal to an arbitrator must be made to the City Mayor within ten (10) working days of the receipt of the response from the Grievance Committee. The decision to arbitrate will be subject to the Bargaining Unit's Representation Policy and By Laws. Within ten (10) days after submission of a written request to arbitrate, a request for a list of seven potential Arbitrators will be made to the Montana Department of Labor, Board of Personnel Appeals jointly by the City and Union.

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Within ten (10) days of the receipt of the list, the parties shall then toss a coin to determine the order of striking names, and each party will alternately strike names from the list and the name remaining shall be the Arbitrator. The Union will notify the Board of Personnel Appeals of the name of the Arbitrator chosen.

The parties will work with the chosen Arbitrator to schedule a hearing date and manner of presentation.

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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.

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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.

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The Arbitrator shall have no authority to alter, amend, or delete any Policy of the City or terms of this Agreement. There shall be no interest Arbitration. The Arbitrator shall render a decision within thirty (30) calendar days of any Hearing and such decision shall be final and binding on both the aggrieved employee, the Bargaining Unit, and the City.

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

Retaliation and Confidentiality: The City of Miles City does not tolerate any form of retaliation against employees availing themselves to this procedure. Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis.

ARTICLE 20 - MANAGEMENT RIGHTS

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

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

ARTICLE 21 - SAVINGS CLAUSE

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

ARTICLE 22 - STRIKES AND LOCKOUTS

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

ARTICLE 23 - TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be for a period effective as of July 1, ~~2023~~2025, and shall continue in full force and through June 30, ~~2025~~2027 and from year to year thereafter unless either party gives written notice of its desire to modify, amend or terminate this Agreement to the other party not less than sixty days prior to the date of expiration of this Agreement or any of the annual renewal dates. Either party may option a Compensation-only opener the second year of the contract utilizing the written notice process described above.

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

FOR THE CITY OF MILES CITY:

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

Date Ratified: _____

Date Ratified: _____

Mayor

President, Local 283A

City Clerk

Vice President, Local 283A

Secretary/Treasurer, Local 283A

Field Representative
Montana Council #9 AFSCME AFL-CIO

283A Wage Matrix
ADDENDUM "A"

Section 9, Item C.

Years of Service Increase 1.01

Grade 1 Laborer, Asst UBC, Dep City Court Clerk
Grade 2 Librarian, Admin Asst, CDL
Grade 3 HEO II, Non-certified Plant Operator
Grade 4 HEO III, Plant Op Single Test Passed, City Court Clerk, UI
Grade 5 HEO IV
Grade 6 Mechanic, Plant Op 2 Tests Pass
Grade 7 Foreman

Years of Svc (Beginning of year)	GRADE						
	1	2	3	4	5	6	7
0	\$ 18.64	\$ 19.23	\$ 19.81	\$ 20.39	\$ 20.98	\$ 21.62	\$ 24.18
1	\$ 18.83	\$ 19.42	\$ 20.01	\$ 20.60	\$ 21.19	\$ 21.83	\$ 24.42
2	\$ 19.02	\$ 19.61	\$ 20.21	\$ 20.80	\$ 21.40	\$ 22.05	\$ 24.67
3	\$ 19.21	\$ 19.81	\$ 20.41	\$ 21.01	\$ 21.61	\$ 22.27	\$ 24.91
4	\$ 19.40	\$ 20.01	\$ 20.61	\$ 21.22	\$ 21.83	\$ 22.49	\$ 25.16
5	\$ 19.84	\$ 20.46	\$ 21.08	\$ 21.70	\$ 22.32	\$ 23.00	\$ 25.73
6	\$ 20.04	\$ 20.67	\$ 21.29	\$ 21.92	\$ 22.54	\$ 23.23	\$ 25.99
7	\$ 20.24	\$ 20.87	\$ 21.50	\$ 22.14	\$ 22.77	\$ 23.47	\$ 26.25
8	\$ 20.44	\$ 21.08	\$ 21.72	\$ 22.36	\$ 23.00	\$ 23.70	\$ 26.51
9	\$ 20.65	\$ 21.29	\$ 21.94	\$ 22.58	\$ 23.23	\$ 23.94	\$ 26.78
10	\$ 21.17	\$ 21.83	\$ 22.49	\$ 23.15	\$ 23.81	\$ 24.54	\$ 27.45
11	\$ 21.38	\$ 22.05	\$ 22.71	\$ 23.38	\$ 24.05	\$ 24.78	\$ 27.72
12	\$ 21.59	\$ 22.27	\$ 22.94	\$ 23.62	\$ 24.29	\$ 25.03	\$ 28.00
13	\$ 21.81	\$ 22.49	\$ 23.17	\$ 23.85	\$ 24.53	\$ 25.28	\$ 28.28
14	\$ 22.03	\$ 22.71	\$ 23.40	\$ 24.09	\$ 24.78	\$ 25.54	\$ 28.56
15	\$ 22.63	\$ 23.34	\$ 24.05	\$ 24.76	\$ 25.46	\$ 26.24	\$ 29.35
16	\$ 22.86	\$ 23.58	\$ 24.29	\$ 25.00	\$ 25.72	\$ 26.50	\$ 29.65
17	\$ 23.09	\$ 23.81	\$ 24.53	\$ 25.25	\$ 25.98	\$ 26.77	\$ 29.94
18	\$ 23.32	\$ 24.05	\$ 24.78	\$ 25.51	\$ 26.24	\$ 27.04	\$ 30.24
19	\$ 23.55	\$ 24.29	\$ 25.03	\$ 25.76	\$ 26.50	\$ 27.31	\$ 30.55
20	\$ 24.27	\$ 25.02	\$ 25.78	\$ 26.54	\$ 27.30	\$ 28.13	\$ 31.47
21	\$ 24.51	\$ 25.27	\$ 26.04	\$ 26.81	\$ 27.57	\$ 28.41	\$ 31.78
22	\$ 24.75	\$ 25.53	\$ 26.30	\$ 27.07	\$ 27.85	\$ 28.70	\$ 32.10
23	\$ 25.00	\$ 25.78	\$ 26.56	\$ 27.34	\$ 28.13	\$ 28.98	\$ 32.42
24	\$ 25.25	\$ 26.04	\$ 26.83	\$ 27.62	\$ 28.41	\$ 29.27	\$ 32.75
25	\$ 26.08	\$ 26.89	\$ 27.71	\$ 28.52	\$ 29.34	\$ 30.23	\$ 33.82
26	\$ 26.34	\$ 27.16	\$ 27.98	\$ 28.81	\$ 29.63	\$ 30.54	\$ 34.16
27	\$ 26.60	\$ 27.43	\$ 28.26	\$ 29.09	\$ 29.93	\$ 30.84	\$ 34.50
28	\$ 26.87	\$ 27.71	\$ 28.55	\$ 29.39	\$ 30.23	\$ 31.15	\$ 34.84
29	\$ 27.14	\$ 27.98	\$ 28.83	\$ 29.68	\$ 30.53	\$ 31.46	\$ 35.19
30	\$ 27.41	\$ 28.26	\$ 29.12	\$ 29.98	\$ 30.83	\$ 31.78	\$ 35.54

283A Wage Matrix
ADDENDUM "A"

Pool license, Arborist or Pesticide license, HEO Competent Operator, Distribution license for non-plant operator/PUD, State Library Certification, Mechanic's Tool Stipend, Water Certification, and Wastewater Certification.

Differentials:

Water/Waste evening and weekend shift differential \$1/hour, weekend day shift differential is \$1/hour.

Weekend-evening shift differential is \$2/hour.

RESOLUTION NO. 4649

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

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

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

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

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

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14TH DAY OF OCTOBER, 2025.

Dwayne Andrews, Mayor

ATTEST:

Mary Rowe, City Clerk

ARTICLE 1 – RECOGNITION

A. Recognition of Exclusive Representative:

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

Commented [HN1]: Language from 2024 MOU bringing admin position fully into the bargaining unit

B. Union Leave and Communications:

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

ARTICLE 2 - CITY RIGHTS

A. **Inherent Managerial Rights:** The exclusive representative recognizes that the City is not required to and is not permitted to meet and negotiate on matters of managerial prerogative, which include but are not limited to the following: directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where continuations of such work be inefficient and non-productive; maintaining the efficiency of government operations; determining the efficiency of government operations; determining the methods, means, job classifications, and personnel by which government operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the Police Department in situations of emergency; and establishing the methods and processes by which work is performed. The exclusive representative further agrees that all management rights, functions and prerogatives, not expressly delegated in the Agreement, and are reserved to the City.

B. **Effect of Laws, Rules and Regulations:** The parties recognize that all employees covered by this Agreement shall perform the duties and services prescribed by the City. The parties also recognize the right, obligation and duty of the City Council and it's duly designated officials to promulgate rules, regulations, directives, and orders so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the City, all employees covered by the Agreement and all provisions of this Agreement are subject to the laws of the State of Montana, Federal Laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

C. **Law Enforcement:** The Police Department is subject to the regulations of the Montana Code Annotated (MCA), Chapter 32, Title 7 Part 41 Municipal Police Force. Should any provision of this Agreement be

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

ARTICLE 3 - UNION SECURITY, RIGHTS AND PROHIBITIONS

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

- A. **New Employee Orientation:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the union.
- B. **Statutory Rights/Inquiries:** The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-32-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.
- C. **Religious Exemption:** Employees wishing to exercise their rights of non-association with the Union on religious grounds shall do so pursuant to the provisions of 39-31-204, MCA.
- D. **Union Negotiations:** It is recognized that employees representing the Union for the purpose of negotiations are acting on behalf of the Union and its members and not in their capacity as employees of the City.
- E. **Use of Conference Room:** The Union shall be allowed to use the Miles City Police Department Break or Conference Room at City Hall for one meeting per month. Such meeting shall be scheduled when the facility is available and so as not to interfere with the operations of the City. All on-duty employees shall be allowed to attend said meeting, but shall be on call during such meeting.
- F. **Union Visitation:** With the exceptions of the above monthly meeting, the authorized representatives of the Union shall not visit the work area of the employees and shall not confer with employees on employment-related or Union related matters while such employees are on duty, unless prior authorization from the Chief of Police or his/her designee, has been obtained. Union representatives may confer with on duty employees outside of the work area and police vehicles during such employee's coffee breaks or meal breaks. An employee has the right to request Union representation when the City interviews an employee and when the employee has reason to believe that the information gained may be used against him or her. The exercise of this right shall be governed by Weingarten and its progeny.
- G. **Janitorial Duties:** Except in case of an emergency and as an element of a light duty assignment, employees shall not be required to perform janitorial duties.
- H. **Transcriptions:** Unless in cases of emergency, dispatch employees shall not be required to perform transcriptions of interviews or any other audio/video interviews or statements, except for telephonic search warrant transcriptions that are required by 46-5-222 MCA.

ARTICLE 4 - PROHIBITED PRACTICES

- A. **Treatment of Union Members:** No employee shall be favored or discriminated against, either by the Union or the City because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, or for any other form of lawful concerted activity.
- B. **Restraining and/or Coercing Employees:** The City and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their rights to join or not to join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance.
- C. **Other Labor Groups Prohibited:** The City will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.
- D. **Discrimination:** No person employed by, nor applicants for employment with the City, nor any applicant for Union membership shall be discriminated against because of race, religion, color, national origin, age, sex, marital status, number of dependents, political affiliations, or Union membership or non-membership. Allegations of such shall be submitted to respective governmental agencies in accordance with their rules and procedures.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

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

1. Work Day:

- a. Except for emergencies and special assignments including School Resource Officer, Animal Control, and Drug Task Force assignment, the regular work days and shifts for Police Officers shall be mutually agreed upon and defined in a Memorandum of Understanding between the City and the Union.

For the purpose of shift differential, shifts are defined as:

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

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

- b. *Bidding:* Shifts for the following year will be bid on no later than November 30th. Shifts will be bid by seniority. Two Officers shall be assigned and work on each shift. Patrol Officer positions exclude Officers in special assignments and Administrators. To cover a shift shorted by the absence of an Officer in a short notice situation, the City may temporarily move an Officer to cover that shift. Short notice situation is defined as sick time coverage or emergency call out. Officers will not be made to work a different shift other than what they bid on, in long

term circumstances. Long term shall be defined as more than one week. If overtime is required to cover a shorted shift, to the extent practical the most senior Officer shall be given the right of first refusal. Sergeants will schedule Patrol Officers.

b. a. Requests for time off outside of the November bid shall be made with at least two-week's notice to management. Time off requests outside of the November bid may be bumped by seniority on the calendar within a reasonable amount of time, at management's discretion.

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

2. *Work Week:* The work week shall begin each Sunday at 12:01 a.m., and shall continue for seven consecutive days. Officers shall normally work four-consecutive days, followed by three-consecutive days off. The City will establish a workweek for each Officer. Each Officer's workweek will consist of four consecutive shifts, all shifts will be consistent with guidelines of Article 5 Section B, Subsection 1a. All four shifts will be the same for each officer.

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

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

C. Dispatchers:

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

Day Shift:	7:00 a.m. to 7:00 p.m.
Night Shift:	7:00 p.m. to 7:00 a.m.
Mid Shift :	11:00 a.m. to 9:00 p.m.

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

3. The shifts will consist of the following:

a. Day Shift 1/Night Shift 1

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

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

b. Day Shift 2/Night Shift 2

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

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

hour shift on Friday

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

4. If a vacancy were to occur during a rotation, shift bidding by seniority would need to take place to cover the vacancy for the remainder of the quarter.
5. *Other Schedules:* By mutual agreement in writing and initialed, the City may implement alternate work schedules for Dispatchers.

D. Civilian Employees:

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

E. Overtime:

1. *Computation:*
 - a. Police Officers: All hours that an Officer works outside of their regular scheduled shift , shall be considered overtime.
 - b. Dispatchers: All hours that a Dispatcher works over 40 in any work week, shall be considered overtime, excluding hours logged as Annual Leave, Sick Leave, or Comp time used.
 - c. Civilian Employees: All hours that a civilian employee works over 40 in any workweek, shall be considered overtime.
 - d. Paid leaves shall be considered time worked for the purpose of calculating overtime.
2. *Authorization:* Except in cases of an emergency, all work which puts an employee in an overtime status shall be specifically approved by the Chief, Captain, Lieutenant, Sergeant, Shift Commander or Dispatch Supervisor in advance. Otherwise, an employee may be subject to the provisions of the discipline and discharge provisions of this Agreement.
3. *Meetings:* With the exception of firearms training, all mandatory meetings shall be appropriately compensated and at the statutory overtime rate if such puts an employee in to overtime status.
4. *Compensatory Time:* Prior to the end of each pay period, each employee shall designate on their time sheets if they elect overtime to be paid or credited to compensatory time for that particular pay period. Absent such an election, all overtime shall be paid.
 - a. *Compensatory Time Bank:* Police Officers may maintain a total of not more than 120 hours of compensatory time at any given time, and all other employees may carry no more than 120 hours of compensatory time at any given time.

- b. *Compensatory Rate:* One hour of what would otherwise be overtime will be credited as one and on-half hours of compensatory time.
- c. *Compensatory Use:* Employees may use compensatory time credits with the advance permission of the City, which use may be denied if the employee's absence would create an undue burden.
- d. An employee may carry any or all compensatory time credits until the time he/she separates from the City, at which time all compensatory time hours shall be cashed out at the employee's rate of pay at the time of separation. The City may credit to compensatory time any time which would otherwise be overtime when such time is earned as a result of training.

Compensatory Yearly Cash Out: The City shall cash out any or all of an employee's accumulated compensatory time credits ~~semi-annually~~ quarterly with the November 30 and June 30 paydays in the months of May, August, November, February. Employees shall be provided by the Human Resources Department, a cash out slip stating number of hours available to cash out, employee must return the completed cash out slip stating the number of hours the employee wishes to cash out to the Human Resources Department on the payroll cutoff date prior the payday to receive pay out of compensatory hours.

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

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

ARTICLE 6 – SALARIES

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

- a. Federal Income Tax
- b. State Income Tax
- c. Union Dues
- d. Savings Bonds, Credit Union Deductions, etc. (optional by each employee)
- e. Police Pension
- f. Health Insurance

~~B. **Shift Supervisors:** When a shift is assigned two or more Officers, one shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.~~

~~B.~~
~~C. **Sole Officer:** When an Officer under the rank of Sergeant works as the sole line Officer, he/she shall be compensated the difference between his/her regular pay and what he/she would have been paid if he/she had attained the rank of Sergeant.~~

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D.C. Pay Periods: When agreed by all other bargaining units, the City may change the pay periods to begin at 12:00 midnight on a Friday and ending two calendar weeks later. Except in the case of an emergency, pay checks covering such period shall be issued not later than the Wednesday following each pay period.

ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave:

1. Sick leave shall be allowed as provided by Section 2-18-618, MCA. An employee is deemed to be a permanent full-time employee beginning upon completion of his/her one-year probationary period. Sick leave with pay shall be allowed an employee who is absent for any of the following reasons:
 - a. Because of and during illness or injury incapacitating the employee to perform his/her work; or
 - b. Because of illness, death or injury in the "immediate family" requiring the attendance of the employee.
 - c. Five days in the event of a death in any one instance. This does not include necessary travel time to the location of death or services.
 - d. The Chief of Police may extend beyond five days of the maximum sick leave for illness, death or injury in the "immediate family".
 - e. Immediate family" shall mean spouse, children, mother, father, sisters, brothers, grandparents, and household dependents of the employee and spouse in a like degree.
 - f. Sick leave may also be used for absence for dental, optical care, or treatment of medical examination. The Chief of Police may, if there is a reason to believe that abuse of sick leave exists, require a medical verification for such absences.
2. Illness that occurs during an employee's vacation may be charged off to sick leave. A written medical verification of proof of illness during vacation will be required to charge to sick leave.
3. In the event of an injury occurring during a regularly scheduled tour of duty, sick leave will be granted during recovery time. Employees shall have the option of using sick leave or industrial accident.
4. Abuse of sick leave is grounds for dismissal as provided by Section 2-18-618 (8), MCA

B. Annual Vacation:

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

3. Vacation time may be taken on a split-vacation basis. If the City approves a split vacation for a senior employee, no employee holding less seniority shall suffer the loss of his/her first choice because of the second half of the senior employee's vacation choice.
4. Vacations must be approved by the Chief of Police considering the necessity to maintain sufficient workers in the Department to meet the needs of the public.
5. Vacation bidding for Police Officers for the following calendar year will begin as soon as shift bidding for the year has been completed as stated in Article 5, Section b of this agreement. Vacation will be bid in rounds by seniority.
6. Vacations for dispatchers shall be arranged by the Dispatch Supervisor in accordance with Article 7, Section B, subsections 1-2 of this agreement. Any conflict in vacation requests shall be resolved by seniority. Any vacation granted during the Annual Bid Process cannot be bumped later by seniority.
7. Vacations for all other employees, not covered in Subsection 5-6 shall be determined by the Chief of Police in accordance with Article 7, Section B, subsection 1-3 of this agreement.

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

D. Medical Leave:

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

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

F. **Military Leave:** Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps for forces of the United States Army, Navy, Marine Corps, Air Force or Coast Guard shall be granted leave of absence with pay for attending regular encampments, training cruises, or similar training programs, not to exceed 15 working days per calendar year under military order properly issued by military authorities. Such absences shall not be charged against other leave credits earned by the employee. To qualify for military leave, an employee must have been employed by the City for a period of six months.

G. **Maternity Leave:** The parties are bound by the provisions of State and Federal Statute(s) concerning maternity leave.

H. **Personal Leave:** The City will grant requests for annual leave when the expressed purpose is to take care of personal business when such requests are made at least five calendar days in advance except in cases of an emergency. Use of such leave shall be limited to one person per shift and unless the grant would create an undue burden on the Department. The grant of this leave shall not affect an already established annual leave schedule of another employee.

I. **Educational Leave:** Upon prior written approval and in accordance with Department policy, an employee may attend not more than 50 hours of classes per quarter or 200 hours of classes per year, while on duty without a loss in pay or benefits. The Chief may require the employee to carry and monitor a police radio and be subject to call, and may deny such a request if in the Chiefs opinion it would be detrimental to the performance and/or productivity of the Department.

J. **Family and Medical Leave:** When an eligible employee is on leave which qualifies under the Family and Medical Leave Act, such leave shall be deemed initiated and sick leave shall be applied when applicable.

K. Records of Leaves:

1. The City shall prepare and maintain up-to-date monthly records showing the number of days accumulated and taken for vacation leave, sick leave, and any granted compensatory time. Such reports shall be easily accessible to the employees.
2. In addition, the City agrees to include on each employees' pay stub each month, a complete accounting of the employee's paid leave time remaining on the City's books as of the end of each payroll period. This information shall include sick leave, vacation leave and all compensatory time.

ARTICLE 8 – HOLIDAYS

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

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

The Montana Legislature may establish other holidays.

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

C. **Holidays on Regular Days Off:** If one of the above listed holidays should fall on an employee's regular scheduled day off, said employee shall receive hours based on their regularly scheduled hours of

compensatory time to be added to an employee's total compensatory time, based on their normal work day schedule.

ARTICLE 9 - PHYSICAL FITNESS TESTING

- A. **Physical Fitness Required:** Each employee covered by this Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he/she occupies. This may include demonstrating such condition by a medical examination.
- B. **Medical Examinations:** Whenever the City shall require medical examination in connection with this section, or any other provision of this Agreement, the same shall be at the City's expense. Such examination shall be scheduled during the employee's on-duty time.
- C. **Physical Fitness Standards:**
 - 1. *Physical Fitness Standards Established:* The physical fitness standards for initial hiring purposes shall be that used by the Montana Law Enforcement Academy, and for the purposes of annual testing the standard shall be the Montana Physical Abilities Test (MPAT) as posted by the City.
 - 2. *Assessments:* Each Police Officer (including Sergeants), may during the year complete the MPAT at a sanctioned MPAT event. Police Officers will be entitled to a once per year comp time bonus based off of the below chart:

4 minutes 30 seconds to 4 minutes	10 hours comp bonus
Under 4 minutes	20 hours comp bonus

ARTICLE 10 - SCHOOLS AND PISTOL QUALIFICATIONS

- A. **Pistol Qualifications:**
 - 1. Police Officers will be expected to attend, as scheduled, the Department Semi-annual Pistol Qualifications.
 - 2. Officers will be scheduled for pistol qualifications while on-duty or off-duty. Officers off-duty who are required to report to pistol qualifications will be compensated at a rate of time and one-half the employee's rate of pay and shall be for a period of not less than two hours. Officer's off-duty may also elect to receive compensatory time for time spent qualifying in lieu of the time and one-half rate of pay. All officers will be required to qualify. Scores shall be kept by the firearms' instructor.
- B. **Schools and other trainings:**
 - 1. The employees are free to attend and participate in all school and training sessions sanctioned by the Montana Law Enforcement Academy at which their attendance is ordered by the Chief of Police or his/her designate. Attendance at such schools shall not be required if such attendance would create an undue hardship on such employee; for example, a night shift employee being required to attend an all-day training session after coming off shift.

C. CPR Certification:

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

ARTICLE 11 – PERFORMANCE EVALUATIONS

Performance Evaluations: Evaluations shall be conducted by Sergeants or members of Command annually. Sergeants will not evaluate other Sergeants. The training must be mutually acceptable for both the City and the Collective Bargaining Unit.

ARTICLE 12 - EMPLOYEE FRINGE BENEFITS

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

- 1. The City shall provide the same insurance to respective employees of the Police Department as is provided to other employees employed by the City.
- 2. Health Insurance:
 - a. City's Contribution: The City will contribute toward each participating employee's monthly medical insurance premium that amount which the City Council decides to contribute to non-organized employees.

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

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

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

E. **Uniform Allowance:** There shall be paid on September 15 and March 15 each year, the following clothing allotment to each employee who wears a uniform in the conduct of his/her duties. Employees may request half of the uniform allowance immediately upon hire. If an employee elects this option, the City may withhold and retain a prorated amount of the advance uniform allowance from the employee's final paycheck.

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

F. Cellphone Stipend. If an officer requests a duty phone, the officer must provide the physical phone, and the Department shall provide pre-paid service cards for the phone.

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ARTICLE 13 - HEALTH AND SAFETY

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

ARTICLE 14 - NEW POSITIONS & PROMOTIONS

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

a point system when two or more current bargaining unit members are being considered for a promotion. The person with the greatest number of points will rate the highest score regarding the position open at that time. The composite score will be derived from the following categories:

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

- 3. *Promotional Authority:* The Mayor shall select an applicant based on Section 8(1), above, and recommend that candidate to the City Council, which shall then consider and act on the recommendation in accordance with the Council's procedures.
- 4. *Reasons and Appeal:* If an employee who applies for a bargaining unit position is not selected, the City will, upon request by that employee, furnish the reason in writing. An employee who disagrees with the reasons may grieve under the provisions of Article 15.

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

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

D. **Hiring Committee:** During hiring committees for patrol or dispatch, a Union member who is on duty may attend as an ex-officio (non-voting) member. If the member is off duty the time is uncompensated union business.

ARTICLE 15 -SENIORITY, LAYOFF AND RECALL

A. Seniority:

1. *Definitions:*

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

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

3. *Seniority Credits:*

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

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

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

ARTICLE 16 - DISCIPLINE AND DISCHARGE

- A. **Supervisory Authority:** In accordance with Title 7, Chapter 32, Part 4103, MCA the Mayor, or the Chief of Police with the concurrence of the Mayor, shall have the power in all cases to suspend an employee for disciplinary purposes, with or without pay, and to otherwise discipline or discharge employees.
- B. **Investigatory Suspension:** When employees are suspended during investigations, such shall be deemed a reassignment of duties with pay.
- C. **Appeal:** Should a non-probationary employee believe that he/she has been disciplined or discharged for other than good cause per 39-31-303(5), MCA, he/she may appeal such action under the time lines and in accordance with the rules and procedures of the contractual grievance/arbitration procedure contained herein. Police Officers may opt instead to appeal to the Miles City Police Commission and seek judicial review under the provisions of 7-32-4164, MCA, but the initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.
- D. **Personnel Files:** An employee may view and obtain one copy of anything in his/her official personnel file except confidential letters of recommendation. Only documents contained in the employee's official personnel file or documents which the employee has verified by his/her signature that he/she has read and/or received, can be used against the employee. A warning letter shall not remain a part of an employee's official personnel file for longer than two years unless it can be used to document an ongoing problem; however the City may weigh any past performance and discipline issue when considering the imposition of discipline or discharge.

ARTICLE 17-GRIEVANCE AND ARBITRATION PROCEDURES

- A. **Grievance:** An employee may file a grievance in accordance with the time limits established herein when he or she feels that a provision of this Agreement or City Policies and Procedures, has been violated or misapplied and after first attempting to resolve the matter informally with the immediate supervisor. An employee may be represented at any disciplinary meetings by a Bargaining Unit Representative. Grievances shall be filed and appealed in writing, with the filing of the grievance containing at least: name of grievance, date of grievance, contract or policies provision violated, narrative, and action or relief requested. Allegations of the violation of a statute or regulation shall be processed under the procedure provided by such statute or regulation, and not through this procedure.
- B. **Stewards & Grievance Committee:** Employees selected by the Union as Union representatives shall be known as "Stewards." The name of at least three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the City by the local Union. The individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee chairman shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay, with prior notice to the City. Union Representatives from the council or international level may be called in to assist any step during a grievance.
- C. **Time limits are critical.** Departure from the established procedure by the Union or any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the City at any step shall allow the grievant or the Union to process the grievance to the next step of the grievance procedure under the established time limits. Time limits may be modified by written mutual agreement between the City and Union.

D. Procedure:

Step 1 – When an employee and/or the Bargaining Unit cannot resolve the complaint informally, the employee and/or the Bargaining Unit shall bring the matter formally in writing to their Department Head/Managing Supervisor within ten (10) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The Supervisor shall provide the grievant with a written answer within ten (10) working days after the Step 1 grievance is submitted.

Before Step 2 may commence, the grievant must bring their grievance to Local ~~283A-283B~~ membership for a vote to continue the grievance.

Step 2 – If the Union is not satisfied with the Department Head/Managing Supervisor's disposition of the grievance, or the Department Head/Managing Supervisor fails to respond, the Union may vote to appeal the grievance to the Mayor or their designee within (10) working days from receipt of the response of the Department Head/Managing Supervisor, or if the Department Head/Managing Supervisor has not responded within the allotted time frame. The Mayor will review the disposition by the Department Head/Managing Supervisor and may hold a hearing with the Grievant/Union. The Mayor shall have ten (10) working days in which to issue a decision in writing to the Grievant with a copy to the Bargaining Unit.

Step 3 – If the Union is not satisfied with the decision of the Mayor, the grievance may be escalated to the City Council within five (5) working days of the receipt of the Mayor's decision. The City Council will hear the grievance at the next regular meeting for which the matter can be placed on the agenda. The City Council shall respond in writing to the Union no later than ten (10) working days following its next regular meeting.

Step 4 – If the Union is not satisfied with the City Council's decision, they may appeal to a Grievance Committee. The Union must notify the Mayor within three (3) business days of the receipt of the City Council's decision that they intend to appeal to the Grievance Committee.

The Grievance Committee shall constitute three members: one Union member, one Employer representative and a Mediator from the Montana Department of Labor and Industry, Board of Personnel 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 City shall each provide three names for their side of the draw. The Grievance Committee shall include only those members who have not had any active participation in the current grievance before the Grievance Committee.

The Grievant/Union President/their designee and the Mayor/their designee shall meet and form the Grievance Committee by random draw five (5) working days after Step 4 is initiated, with one Union name and one City name drawn. The Grievance Committee shall convene within ten (10) calendar days, or as soon as possible dependent on the mediator's schedule, 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 written 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 – Either side may appeal the decision of the Grievance Committee to an impartial Arbitrator. Notice of the decision to appeal to an arbitrator must be made to the City Mayor within ten (10) working days of the receipt of the response from the Grievance Committee. The decision to arbitrate will be subject to the Bargaining Unit's Representation Policy and By Laws. Within ten (10) days after submission of a written request to arbitrate, a request for a list of seven potential Arbitrators will be made to the Montana Department of Labor, Board of Personnel Appeals jointly by the City and Union. Within ten (10) days of the receipt of the list, the parties shall then toss a coin to determine the order of striking names, and each party will alternately strike names from the list and the name remaining shall be the Arbitrator. The Union will notify the Board of Personnel Appeals of the name of the Arbitrator chosen.

The parties will work with the chosen Arbitrator to schedule a hearing date and manner of presentation.

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 Arbitrator shall have no authority to alter, amend, or delete any Policy of the City or terms of this Agreement. There shall be no interest Arbitration. The Arbitrator shall render a decision within thirty (30) calendar days of any Hearing and such decision shall be final and binding on both the aggrieved employee, the Bargaining Unit, and the City.

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

Retaliation and Confidentiality: The City of Miles City does not tolerate any form of retaliation against employees availing themselves to this procedure. Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis.

ARTICLE 18- MEET AND CONFER

- A. **Committee:** There is formed a Labor/Management Committee which consists of two representatives appointed by the Union, and two appointed by the City. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.
- B. **Meetings:** The Committee will meet at mutually agreeable times and places. Employees on the Committee will attend meetings without loss of pay or benefits. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic, except those prohibited by law, may be placed on the agenda.
- C. **Reports:** The Committee may issue a majority and/or minority report and/or recommendation to the Mayor and to the Union. Should the City wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Union and the parties will meet at reasonable times

and places in order to bargain.

ARTICLE 19 -SAVINGS CLAUSE

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

ARTICLE 20 – DURATION

- A. **Duration:** This Agreement shall become effective July 1, 2025~~3~~ or the date of final ratification, whichever comes later, and shall be considered in full force and effect through June 30, 2026~~5~~ and shall be considered as renewed from year to year thereafter, unless either party hereto gives written notice to the other that it desires to have the same modified or terminated. Such notice must be given at least 60 days before the expiration of this Agreement. If such notice is not given, then this Agreement shall be deemed renewed for a one-year period.
- B. **Effect:** This Agreement constitutes the full and complete agreement between the City and the Union. Any matter relating to the current contract, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement unless by mutual agreement of the parties.
- C. **Work Stoppage Prohibited:** It is understood that the services performed by the City’s employees are essential to the public health, safety, and welfare of the community. The Union, therefore, no employee nor the Union will attempt to organize or engage in a work slow-down, picketing, strike or any other activity which reduces the level of work normally performed. Likewise, the City agrees that during the term of this Agreement, there shall be no lockouts of the employees.

For the City of Miles City

For AFSCME COUNCIL No. 9

Date ratified: _____

Date ratified: _____

Mayor

Executive Director/Field Representative

President, Local 283-B

ADDENDUM "A"

A. Police Officers:

I. Wage Schedule:

a. ~~Effective July 1, 2023~~ ~~2025~~

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Base Rates	Low	High	Months of Experience	Longevity
Patrol	\$ 24.08	\$ 24.78	0-36	13-37 Months \$.07/hr
Senior Patrol	\$ 24.79	\$ 25.18	37-60	49 Months 5%
Master Patrol 1	\$ 25.19	\$ 25.61	61-96	61-120 Months 1%
Master Patrol 2	\$ 25.62	\$ 26.03	97-120	121-241 Months 0.5%
Master Patrol 3	\$ 26.04	\$ 26.45	121-241	
Sergeant	\$ 26.46	\$ 30.82	Requires Appointment	

All Longevity Increases are calculated off the Base Rate

See Contract For Longevity Language

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ba. Effective July 1, 2024

Base Rates	Low	High	Months of Experience	Longevity	
Patrol	\$ 23.62	\$ 24.31	0-36	13-27 Months	\$.07/hr
Senior Patrol	\$ 24.32	\$ 24.70	37-60	49 Months	5%
Master Patrol 1	\$ 24.71	\$ 25.12	61-96	61-120 Months	1%
Master Patrol 2	\$ 25.13	\$ 25.53	97-120	121-241 Months	1%
Master Patrol 3	\$ 25.54	\$ 25.95	121-241		
Sergeant	\$ 25.96	\$ 30.23	Requires Appointment		
All Longevity Increases are calculated off the Base Rate					
See Contract For Longevity Language					

2. **Rank:**

- a. Following the successful completion of the probation period, an Officer will transition to the rank of "Patrol" and shall be paid under that column.
- b. Following 36 months of employment, the Officer will transition to the rank of "Senior Patrol" and shall be paid under that column.
- c. Following 60 months of employment, the Officer will transition to the rank of "Master Patrol 1" and shall be paid under that column.
- d. Following 96 months of employment, the Officer will transition to the rank of "Master Patrol 2" and shall be paid under that column.
- e. Following 120 months of employment, the Officer will transition to the rank of "Master Patrol 3" and shall be paid under that column.

- f. The City may promote an Officer to a higher rank in accordance with Article 12 of this Agreement.
 - g. **Previous Experience:** The City may recognize some or all of the previous experience of an employee hired from outside the bargaining unit by placing such an individual at any cell of the Probation column. The City may place an employee returning to the bargaining unit within two calendar years of his or her voluntary resignation on any cell of the wage schedule. When individuals who were initially placed at such higher steps of the schedule advance to subsequent columns, they will transition to the next columns in accordance with their years of service.
2. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service through the 48th month of employment. Starting on the 49th month of service and continuing through the end of the 60th month, a longevity increase of 5% will be given for the entirety of those 12 months of service. Beginning with the 61st month of service an additional increase of 1% longevity will be given annually through the 241st month of service.
 3. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$.75 per hour in additional to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.
 4. **Emergency Medical Technician:** The following schedule is added to the wage and salary addendum:
 - a. Emergency Medical Responder (EMR) Certification:\$20.00 per month
 - b. Emergency Medical Technician (EMT): \$50.00 per month
 5. **Physical Fitness Allowance:** The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.
 6. **Drug Task Force:** An Officer assigned to the Regional Drug Task Force shall receive an additional \$1.00 per hour for all hours worked in that assignment.
 7. **Shift Supervisors:** When a shift is assigned two or more Officers, the Officer with the most seniority shall be designated the Shift Commander. An Officer under the rank of Sergeant who is so designated shall be compensated as if he/she had attained the rank of Sergeant for the period of such designation.

Officers who have been designated the Shift Commander, shall be compensated at a rate of \$0.75 per hour.

8. **Field Training Officer (FTO):** \$1.00 per hour for training hours as assigned by management for the training of a probationary police officer.

B. Dispatch and Animal Control:

1. Dispatch Wage Schedule :

a. ~~Effective July 1, 2023~~

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Base Rates	Low	High	Months of Experience	Longevity	
Dispatch Step 1	\$ 21.00	\$ 22.34	0-36	13-37 Months	\$.07/hr
Dispatch 1 - Step 2	\$ 22.33	\$ 22.68	37-60	49 Months	5%
Dispatch 2 - Step 3	\$ 22.69	\$ 23.67	61-96	61-120 Months	1%
Dispatch 3 - Step 4	\$ 23.68	\$ 28.80	97-120	121-241 Months	0.5%

All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

b. ~~Effective July 1, 2024~~ Effective July 1, 2025

Base Rates	Low	High	Months of Experience	Longevity	
Dispatch Step 1	\$ 20.60	\$ 21.92	0-36	13-27 Months	\$.07/hr
Dispatch 1 - Step 2	\$ 21.91	\$ 22.25	37-60	49 Months	5%
Dispatch 2 - Step 3	\$ 22.26	\$ 23.22	61-96	61-120 Months	1%
Dispatch 3 - Step 4	\$ 23.23	\$ 28.25	97-120	121-241 Months	1%

All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

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2. Animal Control Wage Schedule :

~~a. Effective July 1, 2023~~

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Base Rates	Low	High	Months of Experience	Longevity
Animal Control	\$ 21.23	\$ 21.46	0-36	13-37 Months \$.07/hr
Animal Control 1	\$ 21.47	\$ 22.07	37-60	49 Months 5%
Animal Control 2	\$ 22.08	\$ 22.68	61-96	61-120 Months 1%
Animal Control 3	\$ 22.69	\$ 24.15	97-120	121-241 Months 0.5%

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All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

bg. Effective July 1, 2024

Base Rates	Low	High	Months of Experience	Longevity
Animal Control	\$ 20.83	\$ 21.05	0-36	13-27 Months \$.07/hr
Animal Control 1	\$ 21.06	\$ 21.65	37-60	49 Months 5%
Animal Control 2	\$ 21.66	\$ 22.25	61-96	61-120 Months 1%
Animal Control 3	\$ 22.26	\$ 24.17	97-120	121-241 Months 1%

All Longevity Increases are calculated off the Base Rate
See Contract For Longevity Language

3. Police Department Office Staff & Clerical:

~~a. Effective July 1, 2025~~

Base Rates	Low	High		Longevity	
Office	19.42	20.21		13-27 Months	\$.07/hr
				49 Months	5%
				61-120 Months	1%
				121-241 Months	1%

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All Longevity Increases are calculated off the Base Rate.
See Contract for Longevity Language.

34. A Dispatcher shall not pass out of probation until he or she successfully completes the Montana Law Enforcement Academy 911 Basic Telecommunications Course 56-hour course and obtains certification as a CJIN/NCIC operator. An Animal Control Officer shall pass out of probation after one year of employment

45. **Longevity:** In addition to the wages provided in the schedule above, each employee shall receive longevity of \$7.50 per month for each year of service up to five years. Beginning on the fifth year of service (49th month) a longevity increase of 5% will be given for the fifth year and only the fifth year of service (12 months). Beginning with the sixth year of service (61st month) an increase of 1% longevity increase will be given annually through the twentieth year of service. Beginning in the 11th year of service (121st month) through the twentieth year of service an increase of 0.5% longevity will be given.

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56. **Shift Differential:** Any employee who shall be employed and actually serving in what is commonly referred to as the "Afternoon Shift" shall receive an additional \$0.75 per hour in addition to other salary payment. Any employee who shall be employed and actually serving in what is commonly referred to as the "Night Shift" shall receive an additional \$1.00 an hour in addition to other salary payment.

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67. Following the successful completion of the probation period, an employee will transition to the rank of "Confirmed" and shall be paid under that column.

78. Following 36 months of employment, the employee will transition to the rank of "Dispatcher 1" or "Animal Control 1", and shall be paid under that column. In order to receive this and subsequent promotions, a Dispatcher must have successfully completed the Emergency Medical Dispatch (EMD) 24-hour course.

89. Following 60 months of employment, the employee will transition to the rank of "Dispatcher 2" or "Animal Control 2" and shall be paid under that column.

910. Following 96 months of employment, the employee will transition to the rank of "Dispatcher 3" or "Animal Control 3" and shall be paid under the column.

4411. A Dispatcher who is assigned additional duties as a result of being CJIN/TAC certified shall receive a stipend as follows:

TAC 1	\$1.00/hour
TAC 2	\$0.75/hour
TAC 3 (or further as assigned by management)	\$0.35/hour
PIO	\$0.25/hour
Muckers	\$0.25/hour

If a second Dispatcher is assigned as an alternate CJIN/TAC the two will share the stipend.

12. **Field Training Officer (FTO):** \$1.00 per hour for training hours as assigned by management for the training of a probationary Dispatcher.

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13. Physical Fitness Allowance: The City will contribute up to \$240 each year toward each employee's membership or use of an athletic association or education facility which has been approved by the Chief based on the program's compatibility with the Department's physical fitness standards. Each employee will furnish evidence of attendance in order for the contribution to continue.

C. Recognition for Training and Education:

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

- a. POST Intermediate \$25.00 each month
- b. POST Advanced \$50.00 each month
- c. *Animal Control 1 \$25.00 each month
- d. *Animal Control 2 \$50.00 each month

*Animal Control certification is received through a nationally accredited animal control training program, approved by the Chief of Police.

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

Section 9, Item G.

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140169	89352S	4008 PITNEY BOWES		267.18					
		* not due till oct 14							
1	3321389177	09/26/25 Postage Quarterly Lease		89.06		RECUR	1000 3 410500	220	101000
2				89.06			5210 25 430510	220	101000
3				89.06			5310 29 430610	220	101000
140366	-98975C	523 CITY SERVICE, INC.		1,226.73					
		Correction pmt#49							
1	W260328	09/02/25 princ-5000 gall truck #46		1,165.88			5610 87 490500	650	101000
2	W260328	09/02/25 int-5000 gall truck #46		60.85			5610 87 490500	651	101000
140375	89353S	2910 TONGUE RIVER ELECTRIC		560.00					
1		09/25/25 Southgate Lighting		560.00			2450 51 430263	341	101000
140376	89354S	975 FIREMANS FUND		660.00					
1	cl#140058	07/01/25 QUARTERLY CLOTHING ALLOTMEN		660.00		35139	1000 7 420460	211	101000
140377	-98964C	4019 WEX BANK		10,802.22					
1	107046658	09/01/25 FUEL~Parks		830.64		36059	1000 13 460433	231	101000
2	09/01/25	FUEL~P Works		3,651.58		36059	2510 107 430220	231	101000
3	09/01/25	FUEL~P Works		912.89		36059	2520 108 430220	231	101000
4	09/01/25	FUEL~WWTP		77.48		35876	5210 80 430540	231	101000
5	09/01/25	FUEL~WWTP		77.48		35876	5310 32 430690	231	101000
6	09/01/25	FUEL~WWTP		232.43		35876	5310 33 430640	231	101000
7	09/01/25	FUEL~WWTP		77.48		35876	5210 22 430530	231	101000
8	09/01/25	FUEL~Fire		455.83		35365	1000 7 420460	231	101000
9	09/01/25	FUEL~Amb		584.20		35365	5510 10 420730	231	101000
10	09/01/25	FUEL~MCPD		2,014.96		35944	1000 5 420140	231	101000
11	09/01/25	FUEL~Animal control		95.79		35944	1000 21 440600	231	101000
12	09/01/25	FUEL~PUD		812.36		35494	5210 23 430550	231	101000
13	09/01/25	FUEL~PUD		812.35		35494	5310 31 430630	231	101000
14	09/01/25	FUEL~Airport		166.75		1945	5610 87 430300	231	101000
140379	89355S	671 CUSTER COUNTY TREASURER		14,899.23					
1	FY2025 06/30/25	50% Sanitarian Exp		14,899.23		35167	2270 37 440140	350	101000
140380	89344S	394 BOSS INC		388.73					
1	820484-0	09/21/25 Finance		61.16		35544	1000 3 410500	220	101000
2	820484-0	09/21/25		61.15		35544	5210 25 430510	220	101000
3	820484-0	09/21/25		61.15		35544	5310 29 430610	220	101000
4	820115-0	09/21/25 Water/Sewer Admin		69.67		35500	5210 25 430510	220	101000
5	820115-0	09/21/25		69.68		35500	5310 29 430610	220	101000
6	824607-0	09/21/25		6.50		35500	5210 25 430510	220	101000
7	824607-0	09/21/25		6.49		35500	5310 29 430610	220	101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
8	820485-0	09/21/25 Building Inspector		30.94		33821	2394 18 420531	220	101000
9	821617-0	09/21/25 City Court		21.99		34825	1000 6 410300	210	101000
140381	89343S	572 VERIZON WIRELESS		1,632.32					
1	6122889385	09/07/25 MDT Fees		320.08		36156	2850 105 420140	345	101000
2	6122889385	09/07/25 cell phone fees		193.20		36156	1000 5 420140	220	101000
3	6122889386	09/07/25 SIMS cards all agencies		1,119.04		36023	2850 105 420140	345	101000
140382	89356S	498 CENTURY LINK		1,941.84					
1	09/21/25	9-1-1 Phone System		1,941.84		36024	2850 105 420140	345	101000
140383	-98966E	373 MASTERCARD		40,547.31					
1	09/15/25			35.48			1000 3 410500	220	101000
2	09/15/25			165.48			1000 5 420140	214	101000
3	09/15/25			447.45			1000 5 420140	220	101000
4	09/15/25			52.75			1000 5 420140	311	101000
5	09/15/25			289.12			1000 5 420140	370	101000
6	09/15/25			2,717.40			1000 5 420140	366	101000
7	09/15/25			149.24			1000 5 420160	210	101000
8	09/15/25			19.99			1000 7 420460	210	101000
9	09/15/25			188.12			1000 7 420460	220	101000
10	09/15/25			153.30			1000 7 420460	230	101000
13	09/15/25			45.30			1000 8 411230	220	101000
14	09/15/25			17.50			1000 13 460433	210	101000
15	09/15/25			1,512.65			1000 13 460433	220	101000
16	09/15/25			121.95			1000 13 460433	230	101000
17	09/15/25			3,429.40			1000 13 460433	363	101000
18	09/15/25			70.97			2220 16 460100	210	101000
19	09/15/25			114.88			2220 16 460100	214	101000
20	09/15/25			97.08			2220 16 460100	311	101000
21	09/15/25			65.65*			2220 16 460100	320	101000
22	09/15/25			114.96			2220 16 460100	360	101000
23	09/15/25			722.49			2220 16 460100	382	101032
24	09/15/25			19.99			2394 18 420531	220	101000
25	09/15/25			51.10			2394 18 420531	334	101000
26	09/15/25			81.61			2510 107 430220	210	101000
27	09/15/25			457.36			2510 107 430220	220	101000
28	09/15/25			12.74			2510 107 430220	231	101000
30	09/15/25			1,468.70			2510 107 430220	363	101000
31	09/15/25			36.78			2510 107 430235	230	101000
34	09/15/25			20.39			2520 108 430220	210	101000
36	09/15/25			114.36			2520 108 430220	220	101000
37	09/15/25			3.18			2520 108 430220	231	101000
38	09/15/25			367.14			2520 108 430220	363	101000
39	09/15/25			904.96*			2880 112 460100	214	101032

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40	09/15/25		218.53			2880 112 460100	382	101000
41	09/15/25		174.00			2985 15 450330	220	101004
42	09/15/25		238.78			2985 15 450340	210	101000
43	09/15/25		129.99			2985 15 450340	220	101000
44	09/15/25		1,952.69			2991 7 420460	950	101000
46	09/15/25		69.95			5210 22 430530	210	101000
47	09/15/25		18.28			5210 22 430530	220	101000
48	09/15/25		276.86			5210 22 430530	230	101000
49	09/15/25		659.00			5210 22 430530	360	101000
50	09/15/25		512.08			5210 22 430530	363	101000
51	09/15/25		41.02			5210 23 430550	210	101000
52	09/15/25		56.67			5210 23 430550	214	101000
53	09/15/25		170.87			5210 23 430550	220	101000
54	09/15/25		310.48			5210 23 430550	226	101000
55	09/15/25		2,642.57			5210 23 430550	230	101000
56	09/15/25		666.73			5210 23 430550	235	101000
57	09/15/25		86.52			5210 23 430550	235	102270
59	09/15/25		866.30			5210 23 430550	363	101000
60	09/15/25		10.58			5210 25 430510	220	101000
61	09/15/25		338.56			5210 80 430540	220	101000
62	09/15/25		67.90			5210 80 430540	222	101000
63	09/15/25		296.75			5210 80 430540	230	101000
64	09/15/25		147.34*			5210 80 430540	311	101000
65	09/15/25		10.58			5310 29 430610	220	101000
66	09/15/25		41.02			5310 31 430630	210	101000
67	09/15/25		13.68			5310 31 430630	214	101000
68	09/15/25		558.86			5310 31 430630	220	101000
69	09/15/25		310.50			5310 31 430630	226	101000
70	09/15/25		887.91			5310 31 430630	230	101000
73	09/15/25		1,490.00			5310 31 430630	234	101000
74	09/15/25		866.31			5310 31 430630	363	101000
75	09/15/25		100.69			5310 32 430690	220	101000
76	09/15/25		737.93			5310 32 430690	230	101000
77	09/15/25		69.09			5310 32 430690	231	101000
78	09/15/25		1,034.32			5310 32 430690	360	101000
79	09/15/25		69.95			5310 33 430640	210	101000
80	09/15/25		126.66			5310 33 430640	220	101000
81	09/15/25		1,466.67			5310 33 430640	222	101000
82	09/15/25		17.85			5310 33 430640	230	101000
85	09/15/25		69.09			5310 33 430640	231	101000
86	09/15/25		3.18			5310 33 430640	311	101000
87	09/15/25		495.00			5310 33 430640	346	101000
88	09/15/25		609.16			5310 33 430640	363	101000
89	09/15/25		571.37			5510 10 420730	214	101000
90	09/15/25		69.51			5510 10 420730	220	101000

Section 9, Item G.

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
91	09/15/25			1,921.15			5510 10 420730	222	101000
92	09/15/25			683.28			5510 10 420730	230	101000
93	09/15/25			237.01*			5610 87 430300	210	101000
94	09/15/25			1,149.20*			5610 87 430300	210	101000
95	09/15/25			151.96			5610 87 430300	220	101000
96	09/15/25			69.41			5610 87 430300	220	101000
97	09/15/25			598.69			5610 87 430300	230	101000
98	09/15/25			46.31			5610 87 430300	230	101000
99	09/15/25			192.95			5610 87 430300	230	101000
100	09/15/25			757.09			5610 87 430300	230	101000
101	09/15/25			9.24			5610 87 430300	250	101000
102	09/15/25			171.15			5610 87 430300	345	101000
103	09/15/25			99.65			5610 87 430300	363	101000
104	09/15/25			630.63			5610 87 430300	363	101000
105	09/15/25			188.34			6040 910 430220	220	101000
140384	-98969C	4187 MOFI		1,162.96					
1	pmt#77	09/05/25 Fire Training Ctr pmt#77		655.26			1000 7 490500	654	101000
2				507.70			1000 7 490500	655	101000
140385	89357S	4076 EXPRESS LAUNDRY, LLC COMMERCIAL		262.50					
1	76494	09/16/25 City Hall Rugs		34.50		36076	1000 8 411230	360	101000
2	76206	09/02/25 City Hall Rugs		34.50		36064	1000 8 411230	350	101000
3	76766	09/30/25 City Hall Rugs		34.50		36095	1000 8 411230	350	101000
4	76273	09/05/25 City Shop		20.50		36070	6040 910 430220	210	101000
5	76074	09/26/25 Library		28.00		35248	2220 16 460100	360	101000
6	76354	09/09/25 Library		28.00		35248	2220 16 460100	360	101000
7	76708	09/26/25 WWTP		12.00		35884	5310 33 430640	360	101000
8	76670	09/24/25 WTP		16.50		35884	5210 22 430530	360	101000
9	76782	09/30/25 PD mats		18.00		36165	1000 5 420140	360	101000
10	76516	09/16/25		18.00		36165	1000 5 420140	360	101000
11	76223	09/02/25		18.00		35946	1000 5 420140	360	101000
140386	-98963E	1970 MONTANA DAKOTA UTILITIES		40,481.55					
1	09/18/25	GAS/ELECTRIC ~ FD		495.53			1000 7 420460	341	101000
2	09/18/25	GAS/ELECTRIC ~ FD		73.66			1000 7 420460	344	101000
3	09/18/25	GAS/ELECTRIC ~ City Hall		597.72			1000 8 411230	341	101000
4	09/18/25	GAS/ELECTRIC ~ City Hall		91.86			1000 8 411230	344	101000
5	09/18/25	GAS/ELECTRIC ~ Parks		1,652.57			1000 13 460433	341	101000
6	09/18/25	GAS/ELECTRIC ~ Parks		98.01			1000 13 460433	344	101000
7	09/18/25	GAS/ELECTRIC ~ Bath House		178.63			1000 14 460445	341	101000
8	09/18/25	GAS/ELECTRIC ~ Animal Shelter		82.57			1000 21 440600	341	101000
9	09/18/25	GAS/ELECTRIC ~ Animal Shelter		35.29			1000 21 440600	344	101000
10	09/18/25	GAS/ELECTRIC ~ Library		1,152.20			2220 16 460100	341	101000
11	09/18/25	GAS/ELECTRIC ~ Library		91.17			2220 16 460100	344	101000

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14	09/18/25	GAS/ELECTRIC ~ District 165		4,528.07			2400 46 430263	341	101000
15	09/18/25	GAS/ELECTRIC ~ Rental Fee		8,829.40			2400 46 430263	533	101000
16	09/18/25	GAS/ELECTRIC ~ District 167		638.93			2420 48 430263	341	101000
17	09/18/25	GAS/ELECTRIC ~ Rental Fee		1,062.00			2420 48 430263	533	101000
18	09/18/25	GAS/ELECTRIC ~ District 171		59.71			2430 49 430263	341	101000
19	09/18/25	GAS/ELECTRIC ~ District 172		700.65			2440 50 430263	341	101000
20	09/18/25	GAS/ELECTRIC ~ District 202		132.53			2470 72 430263	341	101000
21	09/18/25	GAS/ELECTRIC ~ Rental Fee		325.90			2470 72 430263	533	101000
22	09/18/25	GAS/ELECTRIC ~ District 173		35.90			2480 47 430263	341	101000
23	09/18/25	GAS/ELECTRIC ~ Sewer Lift		154.16			2510 107 430220	341	101000
28	09/18/25	GAS/ELECTRIC ~ Water Plant		7,753.96			5210 22 430530	341	101000
30	09/18/25	GAS/ELECTRIC ~ Water Plant		524.46			5210 22 430530	344	101000
31	09/18/25	GAS/ELECTRIC ~ Fish & Game		26.19			5210 23 430550	341	101000
32	09/18/25	GAS/ELECTRIC ~ Fish & Game		9.71			5210 23 430550	344	101000
33	09/18/25	GAS/ELECTRIC ~ Fish & Game		26.19			5310 31 430630	341	101000
34	09/18/25	GAS/ELECTRIC ~ Fish & Game		9.71			5310 31 430630	344	101000
35	09/18/25	GAS/ELECTRIC ~ Sewer Lift		2,148.20			5310 32 430690	341	101000
36	09/18/25	GAS/ELECTRIC ~ Sewer Lift		130.74			5310 32 430690	344	101000
38	09/18/25	GAS/ELECTRIC ~ Ambulance		316.81			5510 10 420730	341	101000
39	09/18/25	GAS/ELECTRIC ~ Ambulance		47.10			5510 10 420730	344	101000
42	09/18/25	GAS/ELECTRIC ~ Shop		607.70			6040 910 430220	341	101000
43	09/18/25	GAS/ELECTRIC ~ Shop		41.01			6040 910 430220	344	101000
44	09/18/25	FISH & GAME ~ ELECTRIC		41.91			2510 107 430220	341	101000
45	09/18/25	FISH & GAME ~ ELECTRIC		15.54			2510 107 430220	344	101000
46	09/18/25	FISH & GAME ~ ELECTRIC		10.48			2520 108 430220	341	101000
47	09/18/25	FISH & GAME ~ ELECTRIC		3.88			2520 108 430220	344	101000
50	09/18/25	Airport Electric		1,221.81			5610 87 430300	341	101000
51	09/18/25	Airport Gas		287.23			5610 87 430300	344	101000
54	09/18/25	N Daly Sewer Treatment Plant		5,589.06			5310 33 430640	341	101000
55	09/18/25	PD gallery-N 7th		531.90			1000 5 420140	341	101000
56	09/18/25	PD gallery-N 7th		121.50			1000 5 420140	344	101000
140387	893585	4034 STEVE RICE		75.00					
Sept, Oct Nov 2025									
1	09/30/25	Police Commission		75.00			1000 5 420140	350	101000
140388	893595	371 GENERAL DISTRIBUTING CO.		139.67					
1	1549178	09/10/25 O2 on Account # 47473		78.62		353369	5510 10 420730	222	101000
2	1555993	09/30/25 Nitrous		61.05		353379	5510 10 420730	222	101000

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140389	89360S	4233 BLAYNE WATTS Sept, Oct, Nov 2025		75.00			1000 5 420140	350	101000
140391	89361S	4324 DONALD NEESE Sept, Oct, Nov 2025		75.00			1000 5 420140	350	101000
140392	89362S	4386 KIMBERLY MEES 09/26/25 PD Cleaning-sept 25		750.00		36162	1000 5 420140	350	101000
140393	89363S	4429 RICE & MARTIN, P.C. 09/24/25 Law Library Prof Services		100.00			1000 4 411100	350	101000
140394	-98968C	4466 Pintler 2318 09/01/25 August 25 Ambulance Billing		3,815.10			5510 10 420730	350	101000
140396	89364S	4417 GEOLAND MC2508 09/11/25 Planning Services ~ August		6,288.00		36074	1000 36 411020	350	101000
140397	89365S	316 DATA IMAGING SYSTEMS, INC 17366 09/30/25 Finance General		6,250.00			1000 3 410500	360	101000
		09/30/25 Finance & Administration Water		185.43			5210 25 430510	360	101000
		09/30/25 Finance & Administration Sewer		116.05			5310 29 430610	360	101000
		09/30/25 Mayor		116.04			1000 1 410200	360	101000
		09/30/25 Planning & Community Services		61.81			1000 36 411020	360	101000
		09/30/25 Public Utilities Water		133.51			5210 23 430550	360	101000
		09/30/25 Public Utilities Sewer		133.51			5310 31 430630	360	101000
		09/30/25 Public Works Maint 204		87.77			2510 107 430220	360	101000
		09/30/25 Public Works Maint 205		46.98			2520 108 430220	360	101000
		09/30/25 Treasurer		61.80			1000 9 410540	360	101000
		09/30/25 TIF		61.80			2310 11 460462	360	101000
		09/30/25 Building Inspector		133.49			2394 18 420531	360	101000
		17187 09/05/25 monthly IT srves		4,330.00		36022	2850 105 420140	350	101000
		17337 09/29/25 Protection AI		439.20		35382	1000 7 420460	210	101000
		17337 09/29/25		280.80		35382	5510 10 420730	210	101000
140398	89331S	1721 MID RIVERS TELEPHONE CORP 09/01/25 LIBRARY		1,133.87			2220 16 460100	345	101000
		09/01/25		101.71		35276	2220 16 460100	347	101000
		09/01/25 911 EMERGENCY		60.00		35276	2850 105 420140	345	101000
		09/01/25 911 Emergency line 2		510.54		36016	2850 105 420140	341	101000
		09/01/25 RSVP-internet		348.38		36016	2850 105 420140	345	101000
		09/01/25 AIRPORT		27.26		35278	2985 15 450340	345	101000
				25.98		1946	5610 87 430300	345	101000

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11	09/01/25		60.00		1946	5610 87 430300	347	101000
14	09/01/25	FINANCE	0.00			1000 3 410500	347	101000
17		POLICE	0.00			1000 5 420140	347	101000
18		PD/DISPATCH	0.00			1000 5 420160	345	101000
20		FIRE	0.00			1000 7 420460	347	101000
22		PARK DEPT	0.00			1000 13 460433	347	101000
24		ANIMAL CONTROL	0.00			1000 21 440600	347	101000
26		WATER PLANT	0.00			5210 22 430530	347	101000
27		WATER LINES	0.00			5210 23 430550	347	101000
28		WATER ADMINISTRATION	0.00			5210 25 430510	347	101000
29		SEWER LINES	0.00			5310 31 430630	347	101000
30		WASTEWATER TREATMENT PLANT	0.00			5310 33 430640	347	101000
31		AMBULANCE	0.00			5510 10 420730	347	101000
32	09/01/25	CITY SHOP	0.00			6040 910 430220	347	101000
140399		89330S 4487 RANGE	2,025.50					
1	09/01/25	MAYOR	56.44			1000 1 410200	345	101000
2		FINANCE/ADMIN	132.84			1000 3 410500	345	101000
3		ATTORNEY	56.50			1000 4 411100	345	101000
4		CITY COURT	146.01			1000 6 410300	345	101000
5		TREASURER	56.50			1000 9 410540	345	101000
6		PARK DEPT	56.50			1000 13 460433	345	101000
7		FLOOD	56.50			1000 201 431200	345	101000
8		BUILDING INSPECTION	56.50			2394 18 420531	345	101000
9		MMD #204	48.87			2510 107 430220	345	101000
10		MMD #205	25.96			2520 108 430220	345	101000
11		WATER ADMINISTRATION	94.67			5210 25 430510	345	101000
12		WASTEWATER ADMIN	94.67			5310 29 430610	345	101000
13		RSVP--telephone	94.34		35279	2985 15 450340	345	101000
14		AMBULANCE	230.57			5510 10 420730	345	101000
15		FIRE	360.63			1000 7 420460	345	101000
16		POLICE DEPT	198.50		35948	1000 5 420140	345	101000
17		ANIMAL CONTROL	12.50		35948	1000 21 440600	345	101000
18		CITYSHOP~breakdown	35.20		36067	2510 107 430220	345	101000
19		CITYSHOP~breakdown	8.80		36067	2520 108 430220	345	101000
20		CITYSHOP~breakdown	22.00		36067	5210 23 430550	345	101000
21		CITYSHOP~breakdown	22.00		36067	5310 31 430630	345	101000
22		CITYSHOP~breakdown	22.00		36067	6040 910 430220	345	101000
23		WATERPLANT	91.00		35877	5210 22 430530	345	101000
24		WASTE WATER	46.00		35877	5310 33 430640	345	101000

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140401	89332S	1190 HACH COMPANY		10,092.24					
1	14567986	09/01/25 Power cord/sensor		5,046.12		35879	5210 22 430530	230	101000
2	14620273	09/01/25		5,046.12		35879	5210 80 430540	230	101000
140402	89366S	4444 COMPUTER SUPPORT MILES CITY LLC		27.00					
1	CU#140353	paid under -paid \$536.71 instead of \$563.71							
1	2124	08/22/25 balance due on original invoice		27.00*		1944	5610 87 430300	350	101000
140403	89334S	4505 MSTB LLC		100,000.00					
1	VOIDED CK#89333	MADE OUT TO WRONG VENDOR (SDI)							
1	Draw1	08/20/25 MT Main Street Grant		100,000.00*		35163	1000 36 431200	700	101000
140404	-98967E	4491 VANCO		74.05					
1	**run	ACH only through BMS							
1	15634177	09/02/25 August portal fees		37.02*		35496	5210 25 430510	350	101000
2				37.03*			5310 29 430610	350	101000
140405	89335S	1780 MILES CITY MOTOR SUPPLY		11,289.60					
1	099404	09/10/25 New Bldng Fans		11,289.60		35368	2991 7 420460	950	8 101000
140406	89336S	660 CUSTER COUNTY CLERK & RECORDER		80.00					
1	ANNEX	09/10/25 Record Res.4642 10 pgs		80.00		35164	1000 36 411020	331	101000
140407	89337S	700 CUSTER COUNTY WATER & SEWER		82,092.32					
1	May Collec	05/31/25 CCWSD Water/Sewer Collecti		20,845.75			7980 211020		101000
2	Jun Collec	06/30/25 CCWSD Water/Sewer Collecti		20,825.34			7980 211020		101000
3	Jul Collec	07/31/25 CCWSD Water/Sewer Collecti		20,722.89			7980 211020		101000
4	Aug Collec	08/30/25 CCWSD Water/Sewer Collecti		19,698.34			7980 211020		101000
140408	89367S	1361 INTERSTATE ENGINEERING		3,500.00					
1	59148	08/28/25 Stacey Fountain proj		1,877.50		36068	2510 107 430230	350	12 101000
2	59430	09/22/25 Stacey Fountain proj		1,622.50		36094	2510 107 430230	350	12 101000
140409	89368S	999999 MR MANHOLE-CRITEX LLC		5,357.89					
1	INV5384	09/04/25 speed plate		2,143.16*		36065	2510 107 430220	214	101000
2				535.79*			2520 108 430220	214	101000
3				1,339.47			5210 23 430550	214	101000
4				1,339.47			5310 31 430630	214	101000

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140410	89369S	4218 CUSTER COUNTY TRANSIT	108.00					
1		August 09/10/25 volunteer rides	45.00		35280	2985 15 450330	379	101004
2		August 09/10/25	15.00		35280	2985 15 450351	220	101008
3		september 10/01/25 volunteer rides	24.00		35286	2985 15 450330	379	101004
4		september 10/01/25	24.00		35286	2985 15 450351	220	101008
140411	89370S	52 ABC GLASS & SIGNS, INC.	1,750.00					
1		10071702 09/02/25 decals-2016 Ford unit8	1,750.00		36153	1000 5 420140	366	101000
140412	89371S	2540 RED ROCK SPORTING GOODS	55.00					
1		97956 09/06/25 sub-sonic ammo-pigeon control	55.00		36152	1000 5 420140	227	101000
140413	89372S	268 MILES CITY SANITATION INC.	2,803.80					
1		59164885 09/01/25 PD-garbage services	37.00		36151	1000 5 420140	220	101000
2		57X00144 07/31/25 FD-landfill demo	2,766.80		35366	2991 7 420460	950	8 101000
140414	89373S	870 EAST MAIN ANIMAL CLINIC	418.65					
1		INV 74429, 74539, 74822, 74912	418.65		35950	1000 21 440600	350	101000
140415	89374S	2847 STEADMANS ACE HARDWARE	32.58					
1		658564 08/15/25 airport-plumbing supplies	32.58		1950	5610 87 430300	230	101000
140416	89375S	1780 MILES CITY MOTOR SUPPLY	590.00					
1		multit 08/19/25 airport-battery&cores	590.00		1949	5610 87 430300	363	101000
140417	89376S	4250 EQUIPMENT MANAGEMENT SOLUTIONS	113.75					
1		shop supplies	113.75		1948	5610 87 430300	363	101000
140418	89377S	3039 UTILITIES UNDERGROUND LOCATION	369.25					
1		5085099 08/31/25 July locates	123.09		35497	5210 23 430550	220	101000
2			123.08			5310 31 430630	220	101000
3			123.08			2510 107 430220	220	101000
140419	89378S	1986 JACKS BODY SHOP	165.00					
1		9654 08/27/25 PD tow-robbery	165.00		35947	1000 5 420140	220	101000
140420	89338S	4357 MCCONE ELECTRIC CO-OP INC	77.25					
1		august 08/31/25 Sheep MTN power	77.25		36021	2850 105 420140	341	101000

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140421	-98965C	3292 WESTERN PEAKS LOGISTICS LLC		526.15					
1	1269WPL741	09/06/25 delivery		292.52		35880	5210 80 430540	352	101000
2				233.63			5310 33 430640	352	101000
140423	89379S	267 HAYNES ENTERPRISES		17,670.81					
1	7887	09/11/25 1017 Roosevelt		5,350.84		36072	2510 107 430234	350	101000
2	7892	09/16/25 ADA/curb 1102 Garland		6,259.09		36077	2510 107 430234	350	101000
3	7929	09/24/25 ADA/curb 720 Woodbury		6,060.88		36088	2510 107 430234	350	101000
140424	89380S	2560 REGAN PLUMBING & HEATING		617.47					
1	222-18376	09/01/25 Bender sprinkler		270.23		36071	1000 13 460433	230	101000
2	222-18375	09/01/25		145.71		36071	1000 13 460433	230	101000
3	222-18374	09/01/25		36.68		36071	1000 13 460433	230	101000
4	222-18373	09/01/25		129.12		36071	1000 13 460433	230	101000
5	222-18451	09/16/25 plumbing repairs parks		35.73		36080	1000 13 460433	220	101000
140425	89381S	4340 VALLI INFORMATION SYSTEMS (BDS)		2,912.43					
1	102353	09/10/25 August W/S bills		1,456.21		35498	5210 25 430510	320	101000
2				1,456.22			5310 29 430610	320	101000
140426	89345S	4171 FERGUSON WATERWORKS #1701		1,924.02					
1	0935500	09/11/25 waterline repair couplers		1,734.53		35499	5210 23 430550	230	101000
2	09218607-2	09/04/25 pipe beveling bit		94.75		36083	5210 23 430550	241	101000
3	09/04/25			94.74			5310 31 430630	241	101000
140428	89339S	4495 Breakpoint Industries Inc		6,400.00					
1	INV1481	09/16/25 labor-paint beacon tower		6,400.00		1952	5610 87 430300	230	101000
140429	89341S	4026 JACKSON CONTRACTOR GROUP INC		799,121.94					
1	PAYAPP2	09/16/25 FD BLDNG CONSTRUCTION		208,037.39		35165	2991 7 420460	950	8 101000
2	PAYAPP3	09/16/25		591,084.55		35165	2991 7 420460	950	8 101000
140430	89342S	771 DEPT OF REVENUE		8,071.95					
1	fdproj	08/25/25 1% CGR-payapp2		2,101.39		35166	2991 7 420460	950	8 101000
2	1% CGR-payapp3			5,970.56		2991	2991 7 420460	950	101000
140431	89382S	4493 MaCon Supply Inc		1,817.00					
1	293804	09/17/25 compact vibrate kit		674.40*		36078	2510 107 430220	214	101000
2				168.60*			2520 108 430220	214	101000
3	294536	09/19/25 Hammer & Batteries		389.60*		36081	2510 107 430220	214	101000
4				97.40*			2520 108 430220	214	101000
5				243.50			5210 23 430550	214	101000
6				243.50			5310 31 430630	214	101000

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140432	89350S	4253 DOUBLE J CONCRETE & CARPENTRY,		15,886.75					
1	0165	09/13/25 ADA Merriam/Clark		4,646.50		36075	2510 107 430234	350	101000
2	0168	09/24/25 ADA Pleasant/N Custer		3,878.75		36089	2510 107 430234	350	101000
3	0171	10/06/25 S 9th & Bridge alley draw		7,361.50		36102	2510 107 430234	350	101000
140433	89383S	4162 CROSS PETROLEUM SERVICE		687.74					
1	134072	09/08/25 Diesel engine oil		168.50		1951	5610 87 430300	231	101000
2	135041	10/03/25 X/C Aviation oil		519.24		1959	5610 87 430300	250	101000
140434	89384S	4506 SIMPLIFIED LLC		195.00					
1	71599	09/05/25 background checks		67.50		34981	5210 22 430530	350	101000
2				67.50			5310 33 430640	350	101000
3	73392	10/06/25 Background cks		30.00		34983	5210 22 430530	350	101000
4				30.00			5310 33 430640	350	101000
140435	89385S	4000 AG PARTNERS. LLC		1,434.12					
1	IB8699	09/22/25 Rangestar		65.00		1953	5610 87 430300	230	101000
2	IB8699	09/22/25 Kaput		109.50		1953	5610 87 430300	230	101000
3	IB8725	09/25/25 Kaput		219.00		1955	5610 87 430300	230	101000
4	16193	09/04/25 CHS-dispatch repeater install		460.62		36028	2850 105 420140	940	101000
5	IA5589	09/05/25 CHS-dispatch repeater install		580.00		36028	2850 105 420140	220	101000
140436	89386S	999999 NANCY REYNOLDS		26.04					
1	09/22/25	DAV meal reimburse		26.04		35281	2985 15 450330	379	101004
140437	89387S	1120 C & J ELECTRIC		4,869.82					
1	7151	09/02/25 connors-fuse		100.00		36079	1000 13 460433	230	101000
2	7161	09/02/25 riverside-gazebo outlet		241.06		36079	1000 13 460433	230	101000
3	8170	08/07/25 capacitor		113.24		35892	5310 32 430690	360	101000
4	8192-7137	08/25/26 high srvc pump		300.00		35892	5210 80 430540	360	101000
5	7149	09/10/25 new headworks equip		650.00		35892	5310 33 430640	360	101000
6	7142	09/03/25 new headworks equip		3,465.52		35892	5310 33 430640	230	101000
140439	89388S	284 AQUA-PURE INC		2,679.00					
1	MCWMT08082	08/19/25 AF 73070-2850lbs		2,679.00		35881	5210 80 430540	222	101000
140440	89389S	4464 GREAT WEST ENGINEERING		282.75					
1	37373	09/23/25 CIP-final		59.73		36092	5210 23 430550	350	101000
2				59.73			5310 31 430630	350	101000
3				95.57			2510 107 430220	350	101000
4				23.89			2520 108 430220	350	101000
5				43.83			1000 2 470300	350	101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140441	89390S	286 STANLEY CHIROPRACTIC OFFICE		400.00					
1		09/11/25 CDL physical		150.00		36084	5210 23 430550	220	101000
2				150.00			5310 31 430630	220	101000
3				80.00			2510 107 430220	220	101000
4				20.00			2520 108 430220	220	101000
140442	89391S	4440 ODRA LLC		3,580.86					
1		2299 08/19/25 Parts for PW44 sweeper		2,864.69		36086	2510 107 430220	363	101000
2		19702 08/18/25		716.17		36086	2520 108 430220	363	101000
140443	89392S	4395 JOE JOHNSON EQUIPMENT		79.12					
1		03243 09/24/25 Parts unit 43		63.30		36090	2510 107 430220	363	101000
2				15.82			2520 108 430220	363	101000
140444	89393S	4447 DOUBLE T TREE SERVICE		5,500.00					
1		1392 09/25/25 717 Woodbury tree removal		3,000.00		36091	2510 107 430220	350	101000
2		1393 09/27/25 1502 Leighton blvd tree removi		2,500.00		36093	2510 107 430220	350	101000
140445	89394S	999999 MATTHEW ROBB		53.15					
1		09/24/25 fuel reimbursement		53.15		36157	1000 5 420140	370	101000
140446	89395S	999999 ERIK SLOTSVE		132.30					
1		09/08/25 meal reimbursement		132.30		36158	1000 5 420140	370	101000
140447	89396S	4507 10-8 VIDEO LLC		13,491.00					
1		10981 09/24/25 2-car cameras in car system		4,990.00		36154	1000 5 420140	940	101000
2		10981 09/24/25 remote mount kit		258.00		36154	1000 5 420140	940	101000
3		10981 09/24/25 2-arsenal body cams		1,498.00		36154	1000 5 420140	940	101000
4		10981 09/24/25 shipping		250.00		36154	1000 5 420140	940	101000
5		10981 09/24/25 1-server lotB storage		6,395.00		36154	1000 5 420140	940	101000
6		10981 09/24/25 Klick Fast Mollie mount		100.00		36154	1000 5 420140	940	101000
140448	89346S	4501 CBO CONSULTING SERVICES OF		2,000.00					
1		1604 10/01/25 Sept 2025 services		2,000.00		33828	2394 18 420531	350	101000
140449	89347S	4352 MONTANA STATE UNIVERSITY		700.00					
1		09/26/25 registration fees 2 emps		437.50		35886	5310 33 430640	380	101000
2		09/26/25		262.50		35886	5310 32 430690	380	101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
140450	893975	1896	HAWKINS, INC	2,228.30								
1	7191227	09/08/25	2000lb chlorine	2,198.30		35891	5210	80	430540	222		101000
2	7198385	09/15/25	demurrage	30.00		35891	5310	33	430640	222		101000
140451	893985	902	ENERGY LABORATORIES INC	1,432.00								
1	mutiple	09/01/25	bactis, ammonia, nitrogen	1,298.00		35893	5210	80	430540	352		101000
2	09/01/25	flourides, tocs, tris		134.00		35893	5310	33	430640	352		101000
140452	893995	4254	MC ELECTRIC, LLC	1,980.22								
1	7920	09/02/25	replaced breaker	1,980.22		35890	5210	22	430530	360		101000
140453	894005	4426	APG YELLOWSTONE NEWS	439.57								
1	669583	08/28/25	2018 Valley Drive-floodplain	84.86		36054	1000	201	431200	331		101000
2	673295	09/22/25	zoning-Last Chance Subdivision	215.33		36087	1000	36	411020	331		101000
3	676512	09/23/25	BOA-511 N Montana	50.19		36087	1000	36	411020	331		101000
4	675673	09/24/25	1410 Pleasant-floodplain	89.19		36082	1000	201	431200	331		101000
140454	894015	2510	QUAD K SUPPLY	219.00								
1	73894	09/17/25	cleaning supplies	133.59		35371	1000	7	420460	220		101000
2	09/17/25			85.41		35371	5510	10	420730	220		101000
140455	894025	4508	Davis Repair, LLC	200.00								
1	09/24/25	brakelines	07dodge R1	200.00		35373	1000	7	420460	230		101000
140456	894035	4384	BROSZ ENGINEERING INC	2,885.00								
1	MC41819C	09/04/25	Fire Facility	2,885.00		35373	2991	7	420460	950		101000
140458	894045	4338	IIA LIFTING SERVICES, INC	2,617.51								
1	INDI103196	09/22/25	T13 inspection	2,617.51		35374	1000	7	420460	360		101000
140461	894055	2865	DEPT OF ENVIRONMENTAL QUALITY	280.00								
1	5J2600099	09/17/25	exam application fees 2 emp	175.00		35885	5310	33	430640	380		101000
2	5J2600097	09/17/25		105.00		35885	5310	32	430690	380		101000
140462	893485	999999	NICHOLAS BEAMER	107.80								
1	voucher	09/30/25	meal reimbursement	29.95		35883	5210	22	430530	370		101000
2				29.95		35883	5210	80	430540	370		101000
3				29.95		35883	5310	33	430640	370		101000
4				17.95		35883	5310	32	430690	370		101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Name/ Vendor #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140463	89349S	999999 JOHN HOLLOWELL	107.80					
1		09/30/25 meal reimbursement	29.95		35882	5210 22 430530	370	101000
2			29.95			5210 80 430540	370	101000
3			29.95			5310 33 430640	370	101000
4			17.95			5310 32 430690	370	101000
140464	89406S	2871 THATCHER COMPANY OF MONTANA	12,821.93					
	INV#	2025350100774						
1		2025350100 09/29/25 aluminum sulfate	12,821.93		35896	5210 80 430540	222	101000
140465	89407S	999999 KEN STEIN	643.80					
1		429876 10/02/25 Hotel-paid w/personal cc	643.80		34826	1000 6 410300	380	101000
140466	89408S	2322 OLNES & ASSOCIATES PC CPA'S	97,544.50					
1		102130 10/05/25 FY 24 Audit	32,514.83		35168	1000 3 410500	350	101000
2		102130 10/05/25 FY 25 cash Rec assist	32,514.83*		35168	5210 25 430510	350	101000
3		102130 10/05/25 GASB Conversion 34-100	32,514.84*		35168	5310 29 430610	350	101000
140467	89409S	288 MILES CITY AREA CHAMBER OF	81.40					
1		7125068 09/30/25 Bulk mailing	81.40		35285	2985 15 450340	311	101000
140468	89410S	4509 MYRON OPERATIONS LLC	169.29					
1		136935830 09/15/25 400 atlas	169.29*		35887	5310 32 430690	210	101000
140469	89411S	2529 RAILROAD MANAGEMENT CO III, LLC	458.76					
1		534760 09/23/25 waterline crossing	458.76		35801	5210 23 430550	532	101000
140470	89412S	999999 RANDY ARMSTRONG	12.29					
1		C32329/1 09/30/25 reimburse-propane refill	12.29		36097	2510 107 430220	231	101000
140471	89413S	4346 MOUNTAIN ALARM	45.78					
1		7097052 10/01/25 PD-monthly monitoring	45.78		36163	1000 5 420140	220	101000
140472	89414S	999999 MICHAEL NORD	35.00					
1		receipt 09/04/25 reimbursement for work phone	35.00		36161	1000 5 420140	220	101000
140498	89351S	671 CUSTER COUNTY TREASURER	24.72					
1		dumptruck 10/07/25 Plate renewal 96'GMC 6ton	9.88		35545	2510 107 430220	220	101000
2			2.48			2520 108 430220	220	101000
3			6.18			5210 23 430550	220	101000
4			6.18			5310 31 430630	220	101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140499	89415S	999999 09/16/25 fuel reimburse-Terry mt	LYNE F ANDERSON	52.26		36029	2850 105 420140	370	101000
				52.26					
140501	89416S	4161 DESERT MOUNTAIN COPORATION		8,808.32		36101	2510 107 430220	220	101000
		6458 10/01/25 Ice Slicer		7,046.66			2520 108 430220	220	101000
				1,761.66					
140502	89417S	460 CARLSONS MACHINE & REBUILD INC		132.00		35381	5510 10 420730	364	101000
		44073 07/07/25 Bushing A28		132.00					
140503	89418S	4189 L.N. CURTIS AND SONS		1,143.40		35370	1000 7 420460	360	101000
		credit memo (251.60)							
		962212-27 06/25/25 eagle repair/hurst srvcd		1,143.40					
140504	89419S	4215 JGA ARCHITECTS ENGINEERS		8,832.82		35378	2991 7 420460	950	8 101000
		14 09/23/25 Architect fire building		8,832.82					
140505	89420S	4209 SIRENNET.COM		7,465.50		36168	1000 5 420140	940	101000
		0285618 09/11/25 equipment parts for 2 patrols		7,465.50					
140506	89421S	4072 DOJ/DCI		4,500.00		36166	1000 5 420140	700	101000
		10 08/26/25 FY25/26 EMDTF match		4,500.00					
140507	89422S	999999 JAMES SMITH		505.00			5510 342026		101000
		refund 10/08/25 ambulance refund		505.00					
140508	89423S	273 BALCO UNIFORM CO.		1,271.00		36167	1000 5 420140	220	101000
		84532-2 09/30/25 Officer Nord body armor		1,271.00					
140509	89424S	800 DOEDEN CONSTRUCTION		1,936.75		36100	5210 23 430550	940	101000
		C65976 09/08/25 concrete fill/waterstation		960.00		36100	5210 23 430550	940	101000
		C66005 09/10/25		976.75					
140510	89425S	4180 INTELLICORP RECORDS, INC.		100.45					
		INV 1556303 still owe bal of 0.45							
		1 1556303 12/31/24 Dec 24 service fees		0.45		34985	1000 3 410500	350	101000
		2 1598484 05/31/25 May 25 servc fees		20.00		34985	1000 3 410500	350	101000
		3 1606506 06/30/25 June 25 srvc fees		20.00		34985	1000 3 410500	350	101000
		4 1614151 07/31/25 July 25 srvc fees		20.00		34985	1000 3 410500	350	101000
		5 1622575 08/31/25 Aug 25 srvc fees		20.00		34985	1000 3 410500	350	101000
		6 1633509 09/30/25 Sept 25 srvc fees		20.00		34985	1000 3 410500	350	101000

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account	
140511	89426S	4479 SAFEbuilt	715.00						
1	2640290	09/30/25 plan review	715.00		33830	2394 18 420531	350	101000	
140513	89427S	4427 ZIGS AUTO SERVICE	1,258.10						
1	160077	10/03/25 Ford 150 red repair	1,258.10		1960	5610 87 430300	363	101000	
140514	89428S	4510 MISSION COMMUNICATIONS, LLC	1,605.60						
1	2012522	09/11/25 REMOTE MONITORING	563.40		36802	5210 22 430530	220	101000	
2			1,042.20			5210 23 430550	220	101000	
140515	89429S	2808 SOUTHEASTERN MT DEVELOPMENT CORP	10,508.75						
1	11401 07/08/25	SEMDC DUES FY25/26	3,502.92		35169	1000 2 470300	350	101000	
2			3,502.92*			5210 25 430510	350	101000	
3			3,502.91*			5310 29 430610	350	101000	
140516	89430S	763 DIAMOND J CONSTRUCTION	292,473.26						
1	6 08/25/25	ARPA SLOUGH PROJ	292,473.26*		36105	2991 201 431200	350	101000	
					# of Claims	107	Total:	1711,258.39	
					Total Electronic Claims	98,636.07	Total Non-Electronic Claims	1612622.32	

* ... Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
140422	C	1407 KLJ ENGINEERING LLC	*** Claim from another period (10/25) ****	23,216.49					
1	5903	09/11/25 Darling Add Phase 4		861.30		36073	5210 23 430550	357	101000
2				391.50			5310 31 430630	357	101000
3				1,357.20			2510 107 430236	350	101000
4	6037	09/11/25 Yellowstone Levee		1,890.00		36073	1000 201 431200	350	3 101000
5	6039	09/11/25 ARPA-Tongue Slough		18,716.49*		36073	2991 201 431200	350	2 101000
140427	C	4010 FELT MARTIN P.C.	*** Claim from another period (10/25) ****	1,137.50					
1	11761	09/16/25 legal services		1,137.50		35543	1000 3 411101	350	101000
140438	C	523 CITY SERVICE, INC.	*** Claim from another period (10/25) ****	9,198.62					
1	883358	09/16/25 2200 AV Gas 100LL		9,198.62		1954	5610 87 430300	237	101000
140459	C	4482 TROJAN TECHNOLOGIES CORP	*** Claim from another period (10/25) ****	13,781.34					
1	50006252	09/25/25 UV lights WTP		13,781.34		35888	5310 33 430640	230	101000
140460	C	3292 WESTERN PEAKS LOGISTICS LLC	*** Claim from another period (10/25) ****	235.56					
1	74364	09/13/25 DELIVERY		188.44		35889	5210 80 430540	352	101000
2	74542	09/20/25 DELIVERY		47.12		35889	5310 33 430640	352	101000
140500	C	4130 IBS, Inc.	*** Claim from another period (10/25) ****	546.35					
1	888055-1	10/02/25 parts for PUD/PW		218.54		36103	2510 107 430220	220	101000
2				54.63			2520 108 430220	220	101000
3				136.59			5210 23 430550	220	101000
4				136.59			5310 31 430630	220	101000
140512	C	4470 CLOUDPERMIT INC	*** Claim from another period (10/25) ****	500.00					
1	2957	09/30/25 building implement		500.00		33829	2394 18 420531	350	101000

of Claims 7 Total: 48,615.86

Total Electronic Claims 48,615.86 Total Non-Electronic Claims

Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	197,123.74
2220 LIBRARY	
101000 Cash - Operating	1,924.62
101032 Cash- Library Board of Trustees	722.49
2270 Health	
101000 Cash - Operating	14,899.23
2310 TIFD-Downtown	
101000 Cash - Operating	61.80
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	2,507.02
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	13,357.47
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	1,700.93
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	59.71
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	700.65
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	560.00
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	458.43
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	35.90
2510 STR MAINT DIST #204	
101000 Cash - Operating	60,576.67
2520 STR MAINT DIST #205	
101000 Cash - Operating	4,801.24
2850 Southeastern Montana Dispatch-911	
101000 Cash - Operating	9,740.01
2880 LIBRARY GRANTS	
101000 Cash - Operating	218.53
101032 Cash- Library Board of Trustees	904.96
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	571.77
101004 RSVP Non-Federal Cash Operating-Custer	269.04
101008 RSVP- Custer Excess	39.00
2991 Federal Recovery Funds	
101000 Cash - Operating	1,108,677.57
5210 WATER UTILITY	
101000 Cash - Operating	93,090.21
102270 Cash - Curb Stop Replacement Fee	86.52
5310 SEWER UTILITY	
101000 Cash - Operating	49,795.34
5510 AMBULANCE FUND	
101000 Cash - Operating	9,381.97
5610 AIRPORT OPERATING	
101000 Cash - Operating	7,405.84
6040 PUBLIC WORKS	
101000 Cash - Operating	879.55
7980 CUSTER CO WATER & SEWER DISTRICT	
101000 Cash - Operating	82,092.32

Total: 1,662,642.53