

**FIRST MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KALISPELL
AND
AFSCME MT – COUNCIL 9, AFL-CIO
LOCAL NO. 256**

THIS AGREEMENT is entered into this 18th day of August, 2014, by and between the City of Kalispell (hereafter “CITY”) and the AFSCME MT – Council 9, AFL-CIO Local No. 256 labor union, (hereafter “AFSCME”).

RECITALS

WHEREAS, on the 15th day of July, 2014, the CITY and AFSCME entered into a Collective Bargaining Agreement (CBA) for the term of July 1, 2014 to June 30, 2017 which substantially changes the job classification and pay matrix system which had been in place in previous labor agreements; and,

WHEREAS, issues involving implementation and administration of the new classification and pay matrix set forth in the above-described CBA require clarification, including pay for temporary supervisors and clarification of the parties’ rights and obligations regarding newly-enacted federal rules covering health physicals for local government holders of commercial driver’s licenses (CDL’s); and,

WHEREAS, the Labor-Management Committee which is established under Article XV, Section II(B) of the CBA has met to cooperatively discuss how best to implement and administer the new employee classification and pay system and CDL health physical rules; and,

WHEREAS, the parties have made progress on these issues and agree that it is in each party’s best interests to implement and memorialize the following procedures to supplement and administer provisions of the current CBA.

NOW THEREFORE, the parties understand and agree as follows:

1. Article XIII of the Collective Bargaining Agreement is hereby supplemented to include Section IX, “TEMPORARY SUPERVISOR PAY.” This section shall provide that employees covered by the CBA who are appointed to assume the duties and fill the position of Supervisor on a temporary basis shall receive additional premium pay of \$3.00 per hour for their time employed as a Temporary Supervisor. This provision is designed to formally continue the current practice of providing premium pay to those who are appointed to act in a supervisory capacity by management when management, in its discretion, determines that appointment of a Temporary Supervisor is necessary.
2. Article XIV, Section IV (A), is hereby clarified to reflect the recent changes in the federal law covering employment physicals for employees of state and local governments who possess commercial driver’s licenses (CDL’s). The City will pay the full cost of the employee’s annual health physical when required by the City. Health physicals for

employees wishing to obtain or retain a CDL endorsement which is not required by the City shall be at the employees own expense.

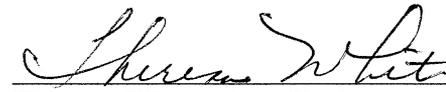
Nothing in this section shall be construed as to preclude the employee from obtaining any health physical or health check-up covered by or permitted by his or her own health care insurance.

3. It is understood and agreed that the Labor-Management Committee will continue to meet to discuss contract issues and to determine any additional language changes necessary to carry out and implement the intent of the CBA.
4. If any section, paragraph, sentence, clause, or phrase of this Agreement is determined or declared to be contrary to or a violation of any State or Federal law, the remaining portions of this Agreement shall not be affected thereby or invalidated in any respect.
5. The parties may continue to meet or negotiate for a new CBA as may be mutually agreed during the term hereof.

CITY OF KALISPELL

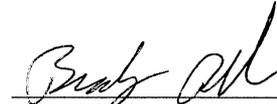


Doug Russell, City Manager



Theresa White, City Clerk

AFSCME COUNCIL 9, AFL-CIO No. 256



Brady Felc, Local 256 President



Local 256 Negotiations Representative



Local 256 Negotiations Representative



Local 256 Negotiations Representative



Scott Lyders, Field Representative
AFSCME MT Council 9, AFL-CIO