

MINUTES OF THE MEETING
LABOR & EMPLOYMENT RELATIONS COMMITTEE
MONTANA STATE SENATE

March 13, 1979

The meeting of the Labor and Employment Relations Committee was called to order by Chairman Lowe at 1:00 p.m. in Room 404 of the State Capitol on March 13, 1979.

ROLL CALL: All members were present.

Chairman Lowe opened the hearing on House Bill #579 and asked Representative Fagg of District 63 to address the Committee as sponsor of the bill. Representative Fagg explained that this bill provided that a public employee separated from employment would not receive his final paycheck until the next regular payday or 15 days from the date of separation, whichever occurs first. Mr. Fagg stated that since the payrolls of public employers, for the most part, were on computers, it made it difficult to interrupt the computer process to start and stop.

Another proponent to this bill was Mr. Sam Boggess, Director of Finance for the City of Billings. Mr. Boggess' testimony is attached as Exhibit "A".

The following opponents addressed the Committee against House Bill #579: Mr. Don Judge, representing the AFSCME, AFL-CIO stated that in isolated areas, high turnovers could cause much longer delays in paying employees who move from those areas without the benefit of a forwarding address. Mr. Judge stated that these employees were usually in a wage bracket as to need the money immediately, not 15 days after the fact. He explained that seasonal employees, such as CETA employees, were in the low income brackets and these people needed their termination pay sooner than 15 days from the date of termination. Mr. M. Mulcahy, representing the AFSCME and the Montana Police Protection Association, stated that in Butte at the present time, there were ten policemen being laid off, and that the City knew the names of the individuals who were to be laid off, and felt it was unfair for those individuals to have to wait 15 days for their termination pay. Another opponent was Mr. Jerry Driscoll, representing the Laborer's Union Local #98, who did not address the Committee.

After a short question and answer period, the hearing on House Bill #579 was closed.

Chairman Lowe then opened the hearing on House Bill #856 and asked Representative Vincent of District 78 to address the Committee.

Representative Vincent stated that he would first like to make a correction in the bill and proposed the following amendment:

1. Page 1, line 25.
Following: "AGENCY"
Insert: "employed in"

Representative Vincent stated that this bill exempted only the salaried employees of the University system from being paid in accordance with actual end-of-period payroll figures as required in Section 2-18-405, MCA. Representative Vincent explained that the purpose of Section 2-18-405 was to stop abuses in the State of paying hourly employees before the fact and this Section required payment of employees after the fact which took eleven days after the employee had actually worked. Mr. Vincent stated that this law had imposed many hardships on the personnel in the University and since these employees were on salary, or paid once monthly, this law was inappropriate for these employees. He stated that by placing the University system on this schedule, i.e., eleven days after the actual hours had been worked, made it difficult for these employees to fulfill the financial commitments for both local and national credit establishments. Representative Vincent stated that the documentation of time cards would still continue and if vacation or leave time occurred during that period, these adjustments could be entered at a later time. Mr. Vincent stated that an exception should be granted to the University system and that this would have no administrative effect under the system.

Mr. James W. Goshorn, Chairman of the University Council which represents the faculty and staff of the University, also spoke in favor of House Bill #856. Mr. Goshorn stated that they felt that the controls were unnecessary, ineffective and penalizing and demoralizing to the employees in the University system. Mr. Goshorn stated that the University employees were under contracts and this law caused an undue hardship. He stated that having to wait the eleven days after the fact caused the personnel to be required to pay excessive interest to their national credit accounts, as the payments could not be made on time.

Representative Kenneth L. Nordvedt of House District 77 also spoke in favor of House Bill #856. Representative Nordvedt also verified that the existing law caused undue hardships on the University personnel, as did Senator Paul F. Boylan from Senate District 38. Mr. Tom Nopper of the Montana State University Administrative staff also spoke in favor of this bill and felt that the University system should be exempted from the after the fact payroll procedures since these people were under contract and not paid on an hourly basis.

The following opponents addressed the Committee against House Bill #856: Senator Matt Himsl, District 9, addressed the Committee in opposition to House Bill #856. Senator Himsl, as sponsor of the original legislation, stated that the payroll procedure was working very well and stopped the abuses that it was designed to by not paying for services until those services had been rendered. Senator Himsl stated that he felt that most creditors in the Bozeman area would go along with late payments due to the extended payday. Senator Himsl stated that he could see no compelling reasons to change this bill and that all employees of the State should be treated alike.

Mr. David Lewis, representing the State Department of Administration stated that the government should not pay for services until those services had been received and that House Bill #856 violated the general principle that the government pay for services after the fact. Mr. Lewis stated that although he had not computed it, he thought that if House Bill #856 was passed, it could cause two checks to have to be issued in July in order to put the University back on the original system and this would be costly to the State.

Mr. Jack Noble, representing the Montana University system, stated that the University employees had been phased into the system back in September of 1978. Mr. Noble presented a memorandum which was issued by the Commissioner of Higher Education dated July 21, 1978, in order to prepare the employees of the forthcoming change in the University system. This memorandum is attached as Exhibit "B". Mr. Noble stated that having to go back into the system in order to change the leave and pay records would be more costly to the State.

Mr. Doyle B. Saxby, representing the State Department of Administration, stated that before the fact payrolls would necessitate having to go back into the system to adjust the records and would be costly.

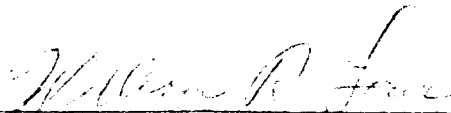
In closing, Representative Vincent stated that Representative Scully and Senator Lensink were unable to attend the hearing in favor of the bill but had intended to appear before the Committee. Mr. Vincent stated that in some cases it was better to leave the administration functions of the University at the local level and urged the Committee to pass the bill.

Since the Committee had some reservations in reference to the term "salaried employees", Representative Vincent was asked to submit an amendment clarifying this terminology to which he agreed. Action of House Bill #856 was therefore postponed, and the hearing was closed.

Chairman Lowe then asked the Committee if they wished to act on Senate Joint Resolution #24 which had been heard at a previous meeting. After some discussion on this Resolution, Senator Dover moved that HJR #24 do not pass which motion carried unanimously.

The Committee then discussed House Bill #579 and Senator Smith moved that this bill do not pass, but withdrew his motion when the Committee requested Mr. Jim Oppedahl, Legislative Council Attorney, to submit an amendment to the Committee. This amendment is to indicate that when an individual is fired, the paycheck is to be issued at the time the individual is terminated.

The meeting was then adjourned at 2:27 p.m.



Senator William R. Lowe, Chairman



Exhibit "H"

CITY OF BILLINGS

220 NORTH 27TH STREET
P. O. BOX 1178
BILLINGS, MONTANA 59103
PHONE (406) 248-7511

The City of Billings supports HB 579 as a bill that would result in more efficiency and therefore a cost savings to the taxpayers and yet would not place an undue hardship on employees who are terminating.

Under present law, when an employee terminates an employer has three days in which to get the final wages due settlement to that employee. Even though the City of Billings has a completely computerized payroll system this system is completely useless when an employee terminates since this system operates on a pay period basis and not fractions thereof.

As a result whenever an employee terminates the final wages due settlement must be done by hand. In the City of Billings during an average two-week pay period there are 5 to 6 regular employees who terminate plus an additional 10 to 12 CETA employees. As a result it takes an average of two mandays each pay period to compute by hand the final wages due settlement. This problem is compounded even more at the end of the seasonal employment periods, such as the end of the summer recreational programs when all the temporary help that has been added is terminated.

HB 579 would eliminate this problem by allowing the employer until the next regular pay day for the pay period in which an employee was terminated, but not to exceed 15 days, to get the final wages to the terminated employee. This would allow the use of the computerized pay system in determining these final wages thus bringing more efficiency to the system. And yet with the 15 day limitation placed on this wages due settlement by HB 579 we do not feel this would place an undue hardship on employees who terminate. Plus there is nothing in HB 579 that would prohibit the employer from getting the final wages due to a terminated employee prior to the time limit set by this bill if special circumstances call for an earlier wages due settlement.

Therefore the City of Billings urges this Committee to approve HB 579.



THE MONTANA UNIVERSITY SYSTEM

33 SOUTH LAST CHANCE GULCH

HELENA, MONTANA

59601

Exhibit "A"

COMMISSIONER OF HIGHER EDUCATION

July 21, 1978

TO: Montana University System Faculty and Staff *skp*
FROM: Lawrence K. Pettit, Commissioner of Higher Education

During the last legislative session, the following law was passed:

"25-507.1. Central payroll system for state agencies authorized-- state auditor to provide for inclusion of agencies -- exceptions. The state auditor shall install and operate a uniform state central payroll system for all state agencies. The auditor may provide for the orderly inclusion of state agencies into such system, and may make exceptions from the operation thereof for such periods as he determines necessary. By January 1, 1979, all state central payroll systems shall be based upon actual payroll figures submitted after the end of the payroll period and may not be based upon estimated payroll."

Section 2. Section 25-507.2, R.C.M. 1947, is amended to read as follows:

"25-507.2. Payroll periods -- pay dates -- uniformity of dates -- dates to be within ten days after close of payroll period. All state payroll systems shall provide for the fixing of payroll periods and designated days on which salaried employees shall be paid for the preceding payroll period. Such pay date shall be uniform for all employees of each state agency employed in the same geographic area and payroll warrants shall be distributed or mailed within ten business days following the close of the payroll period."

The Montana University System must comply with the legislation, effective January 1, 1979.

Please note that this legislation will cause such changes as:

- 1) All employees on any campus will have the same payroll period and pay dates. On some campuses, this will result in a change from weekly or bi-weekly paychecks.

Michigan Study

W. H. W.
10-11-79

An indepth study of Final Offer Arbitration Awards in Michigan was performed at the Institute of Labor and Industrial Relations, University of Michigan.

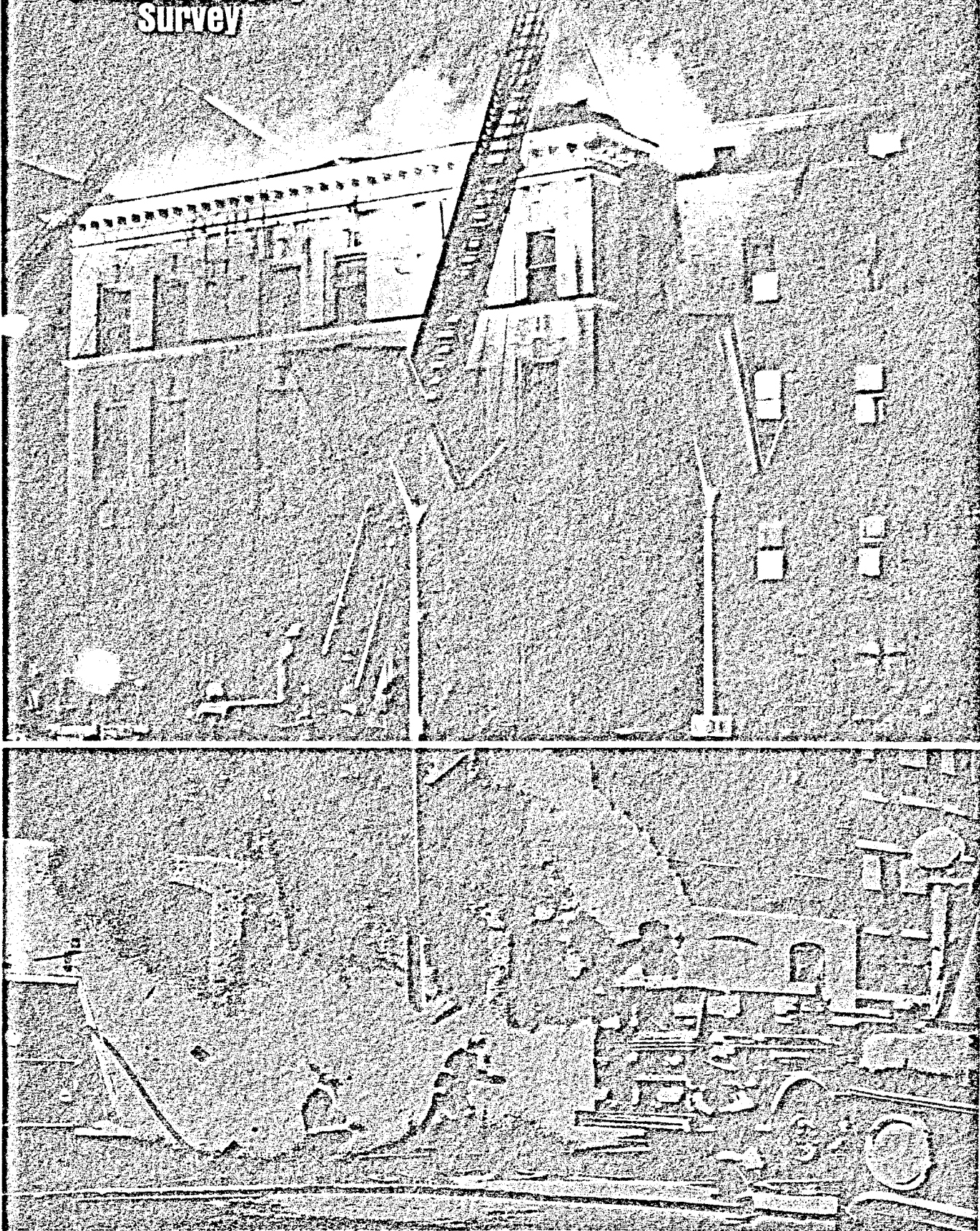
The conclusions of this study were in sharp conflict with statements made before state legislative bodies by those opposed to collective bargaining and arbitration laws for firefighters. The statements made by these individuals indicate that compulsory arbitration does not prevent strikes of firefighters, particularly in Michigan. These people are careful not to cite the dates of the strikes or the date of implementation of the law.

The Michigan study concluded "the State may more effectively assure that public safety unions do not strike. Such strikes are, of course, forbidden under Michigan Public Act 379 of 1965, which establishes the general framework for public employee bargaining, but public employee strikes are not unusual in Michigan and there were several major police and firefighter strikes in the 1965-1969 period. Since the adoption of Act 312 there have been no major public safety strikes."

Another issue raised is that once an arbitration law is implemented, the collective bargaining process is chilled and all negotiations are swiftly sent to the Impasse Panel for determination. The Michigan study also concluded that "most public safety contracts are in fact settled without arbitration awards" (10 to 15 percent).

Another statement by the opposition is that arbitration results in a give-away program to employees. The Michigan study again dissented with this concept by stating "if arbitration awards were in fact generally pro-union, we would expect an increasing number of union locals to insist on arbitration but this has not occurred."

**1977
Annual
Death and Injury
Survey**



such delegation invalid was the oldest validity case found. The modern trend definitely appears to be in favor of finding a valid delegation. Likewise, contentions that statutory provisions for arbitration of labor disputes involving public employees constituted illegal delegations of legislative power to private persons, have also been rejected on the basis that arbitration panels are in fact public bodies, so that no illegal delegation took place.¹¹ Statutory arbitration provisions have also been held valid against contentions that inadequate standards existed to guide the arbitrators,¹² that such provisions failed to comport with constitutional requirements of due process¹³ and equal protection,¹⁴ that they afforded special privileges to particular classes of citizens,¹⁵ that they took from home-rule cities the power to govern their own affairs,¹⁶ that such statutes surrendered the power to impose taxes,¹⁷ that cities were bound without their consent by such provisions,¹⁸ and that an arbitration statute was invalid for multifariousness.^{19, 20} *for mania*

In the construction of statutes or ordinances providing for the arbitration of labor disputes involving public employees, the most common problem encountered is determination of the scope of arbitration. The statutory provisions speak in terms of limiting arbitration to matters of "salary" and "terms and conditions of employ-

ment," or words of similar effect, as distinguished from matters of management prerogative, or policy. The courts have had to decide what principles shall guide arbitrators in deciding where on the continuum between these polarized concepts, a given issue lies.²¹ In this regard, it has been held that even if, by stretching the statutory language, certain issues could be excluded from arbitration, to do so would defeat the purpose of arbitration, namely, to provide peace and harmony between public employees and their employers.²² It has also been said that where a statute authorized teachers and the school board to arbitrate salary and working conditions, although such arbitration was advisory, as to salary, but prohibited arbitration of matters of educational policy, it was up to the arbitrators to decide if a given issue partook sufficiently of working conditions, and had sufficiently little connection with educational policies, to warrant its being declared arbitrable.²³ In making that decision, however, the court pointed out that the arbitrators must weigh such factors as the necessity that educational policy decisions be made by persons directly responsible to the people, against the legitimate interests of teachers in their comfort and ability to perform their work properly, as well as the policy consideration that arbitration was offered as a partial substitute for the right to strike, necessitating evaluation of

11. § 4, *infra*.12. § 5, *infra*.13. § 6, *infra*.14. § 7, *infra*.15. § 8, *infra*.16. § 8, *infra*.17. § 8, *infra*.18. § 8, *infra*.19, 20. § 8, *infra*.21. § 9, *infra*.22. *Fire Fighters Union, etc. v Vallejo* (1974) 12 Cal 3d 608, 116 Cal Rptr 507, 526 P2d 971, *infra* § 9.23. *Biddeford v Biddeford Teachers Asso.* (1973, Me) 304 A2d 387, 68 ALR3d 833, *infra* § 9.

2

Setting aside arbitration award on ground of interest or bias of arbitrators. 56 ALR3d 679.

Right of public employees to form or join a labor organization affiliated with a federation of trade unions or which includes private employees. 40 ALR3d 728.

Labor law: right of public employees to strike or engage in work stoppage. 37 ALR3d 1147.

Municipal corporation's power to submit to arbitration. 20 ALR3d 569.

Constitutionality of arbitration statutes. 55 ALR2d 532.

Union organization and activities of public employees. 31 ALR2d 1142.

Matters arbitrable under arbitration provisions of collective labor contract. 24 ALR2d 752.

Validity of state statutory provisions for arbitration of labor disputes, as against the objection of delegation of legislative power without setting up adequate standards to guide the administrative agency. 9 ALR2d 871.

Power of municipal corporation to submit to arbitration. 40 ALR 1370.

Howlett, Contract Negotiation Arbitration in the Public Sector. 42 U of Cincinnati L Rev 47.

McAvoy, Binding Arbitration of Contract Terms: A New Approach to the Resolution of Disputes in the Public Sector. 72 Columbia L Rev 1192 (1972).

Note: Legality and Propriety of Agreements to Arbitrate Major and Minor Disputes in Public Employment. 54 Cornell L Rev 129 (1968).

§ 2. Summary and comment

[a] Generally

Although arbitration of labor disputes in recent years has become commonplace in private industry, especially in regard to grievance arbitration,⁵ the concept is still one of relative novelty in the public sector. Although one arbitration statute, Michigan's, was enacted in 1947, and the city of Everett, Washington, attempted to create an arbitration board for public employees in the early 1950's,⁶ the movement to legislate arbitration of public employee-employer disputes seems to have "taken off" only since the middle to late 1960's. At this writing, 22 states have some statutory provision for arbitration of disputes involving some or all public employees, most having been enacted since 1965.⁷ However, only a relatively small proportion of these arbitration provisions have as yet been litigated.

The validity of statutory provisions for arbitration of labor disputes involving public employees has generally been upheld against attacks on a variety of grounds.⁸ While, in one case, it was held that an amendment to a city charter providing for the submission of labor disputes between the city and its firemen to arbitration, constituted an illegal delegation of legislative authority,⁹ such statutory provisions have almost always been held valid delegations.¹⁰ In this regard it is significant that the case holding

5. See the discussion in 48 Am Jur 2d, Labor and Labor Relations §§ 1246 et seq.

6. See § 3[b], *infra*. Washington has since enacted a public employee relations law providing for arbitration of disputes.

7. See the summary of public employee

relations laws in CCH Lab L Rptr ¶ 47000 et seq.

8. §§ 3-8, *infra*.

9. § 3[b], *infra*.

10. § 3[a], *infra*.

TABLE OF JURISDICTIONS REPRESENTED

Consult POCKET PART in this volume for later cases

Cal _____	§§ 2[a], 3[a], 9, 14[b, d, g]	NY _____	§§ 3[a], 6-8
Ill _____	§ 8	Pa _____	§§ 2[b], 3[a], 5-7, 11-13, 14[f, h], 15[b], 16[b], 17[a, b], 18[a], 19-22
Me _____	§§ 2[a], 3[a], 5, 9, 13, 14[a-c], 15[a], 18[a], 22	RI _____	§§ 3[a], 4, 5, 10, 14[a], 15[a], 16[a], 18[d]
Mich _____	§§ 4, 5, 8, 10, 14[d, j], 15[a], 18[b, c]	Wash _____	§ 3[b]
Neb _____	§§ 9, 14[a]	Wis _____	§ 22
NJ _____	§§ 2[a], 9, 11[a, b], 14[a, b]	Wyo _____	§§ 3[a], 8

I. Preliminary matters

§ 1. Introduction

[a] Scope

This annotation collects the cases discussing the validity and construction of statutes or ordinances¹ providing for arbitration² of labor disputes³ involving public employees.⁴ It should be noted that the annotation is confined to cases arising under statutes or ordinances specifically relating to arbitration of public employee labor disputes, and no attempt has been made to gather cases construing general labor arbitration statutes, even

though the dispute might involve public employees.

Although the subject matter of this annotation is statutory, the reader should note that such statutory material has been dealt with herein only to the extent that it is reflected in the reported cases. Therefore, the reader is advised always to consult the most recent relevant statutes and ordinances of his jurisdiction.

[b] Related matters

Libel and slander: privileged nature of communications made in course of grievance or arbitration procedure provided for by collective bargaining agreement. 60 ALR3d 1041.

1. The annotation collects only those cases dealing with state statutes or local enactments. Arbitration of labor disputes involving federal employees, or those employees covered by the Postal Reorganization Act of 1970, 39 USCS §§ 1207 et seq., are therefore excluded.

2. For the purposes of this annotation, the term arbitration is taken to mean decisions, whether binding or advisory, by an ad hoc panel convened to settle a specific dispute. Statutory provisions for conciliation or mediation, denominated as such, have been excluded. Also, only those cases discussing specific statutory authorization for, or requirement of, arbitration have been included, there being no attempt made, for example, to include

those cases discussing arbitration of disputes solely under the provisions of a contract between the parties.

3. For the purposes of this annotation, the term "labor dispute" is taken to encompass both grievance arbitration, that is, arbitration of disputes arising out of a contract between the parties, where the statutory authority for such arbitration is discussed, and interest arbitration, that is, arbitration of issues leading to the formation of a contract of employment between the parties.

4. Cases discussing statutes providing for arbitration of labor disputes involving public utilities employees have been excluded.

4

HEARD BY THE HOUSE LABOR
COMMITTEE I WENT TO THE STATE
LAW LIBRARY AND RESEARCHED THIS
CONTENTION AND WOULD LIKE TO
TO RELATE BRIEFLY WHAT THE
AMERICAN LAW REPORTS 1976 EDITION
HAS TO SAY ABOUT THIS CONTENTION.
You may like TO FOLLOW THE
EXCERPT THAT I WILL READ, IT
IS CONTAINED IN YOUR PACKET OF
INFORMATION.

IN CONCLUSION I WOULD LIKE TO
SUMMARIZE THE POSITION OF THE
FIRE FIGHTERS AS ONE WHICH
SEEKS A PEACEFUL AND HARMONIOUS
WORK PLACE THROUGH THE USE OF
BINDING ARBITRATION TO PROVIDE
FAIR AND JUST WORKING CONDITIONS
AND EQUITABLE RATES OF PAY.

THANK YOU

Ray E. Schuch

CONTRACT ISSUES AND WE FEEL
THAT THIS WELL TESTED METHOD
OF THIRD PARTY ARBITRATION IS
THE SUPERIOR FORMAT TO
FOLLOW.

WE HAVE RESEARCHED THIS PROCEEDURE
AND FIND THAT IT DOES NOT
RESULT IN UNFAIR SETTLEMENTS.
I HAVE INCLUDED WITH THE INFORMATION
PACKET COPIES OF THE CONCLUSIONS
OF STUDIES BY THE NEW YORK,
PUBLIC EMPLOYMENT RELATIONS BOARD
AND THE INSTITUTE OF LABOR AND
INDUSTRIAL RELATIONS, UNIVERSITY
OF MICHIGAN.

THERE HAS BEEN SOME CONTENTION THAT
THIS APPROACH MAY BE UNCONSTITUTIONAL
AND I AM CONVINCED THAT THE LEAGUE
OF CITIES AND TOWNS WILL FORCE
THIS LEGISLATION INTO LITIGATION
IF IT IS PASSED AND SIGNED INTO LAW.

THE TUESDAY BEFORE THIS BILL WAS

2.

MY FEELINGS THAT A METHOD MUST BE FOUND FOR AVOIDING THIS SITUATION IN THE FUTURE.

LAST SESSION THE LEAGUE OF CITIES AND TOWNS ENGAGED IN A MASSIVE EFFORT TO HALT THIS VERY PIECE OF LEGISLATION WHICH IS BEFORE YOU NOW. THE ESSENCE OF THEIR TESTIMONY STILL RINGS IN MY EARS. IT WAS THAT "WE WOULD RATHER HAVE THEM STRIKE."

SINCE THEN THERE HAS BEEN A CHANGE IN ATTITUDE WHICH WAS EVIDENCED BY THEIR HAVING INTRODUCED THROUGH SENATOR LOWE, S.B. 161 WHICH WOULD HAVE PROVIDED FOR VOTER REVIEW OF THE FINAL OFFERS OF ALL MUNICIPAL LABOR DISPUTES.

FIRE FIGHTERS ARE THE ONLY LABOR GROUP THAT SEEKS BINDING ARBITRATION FOR SETTLEMENT OF

H. B. 302

Ray Blehm - MONTANA STATE FIREMEN'S ASSN.

DURING THE 1977 LEGISLATIVE SESSION SENATOR DUNKLE INTRODUCED, AT OUR REQUEST, LEGISLATION WHICH WOULD HAVE PROVIDED FOR BINDING ARBITRATION TO SETTLE DISPUTES BETWEEN FIREFIGHTERS AND THEIR PUBLIC EMPLOYERS. AT THAT TIME THERE HAD NEVER BEEN A STRIKE BY FIRE FIGHTERS IN MONTANA, BUT WE WERE AWARE OF A SITUATION WHICH ALARMED US. THE SITUATION CONSISTED OF MANY CLOSE BRUSHES WITH STRIKES.

SINCE THE LAST LEGISLATIVE SESSION THE SITUATION WE FEARED HAS HAPPENED. SUNDAY, SEPT. 17, 1978 BUTTE FIRE FIGHTERS WENT ON STRIKE. THE STRIKE LASTED 11 DAYS. THIS WAS A BITTER AND DANGEROUS SITUATION WHICH LUCKY RESULTED IN NO CATASTROPHYS. I WENT TO BUTTE FOR FOUR DAYS DURING THE STRIKE. THIS EXPERIENCE REAFFIRMED

After careful study and evaluation, the Public Employment Relations Board unanimously comes to the following conclusions and recommendations:

1. The three-year experiment was really more limited than the passage of three years would imply. The first year was largely used in litigation of the constitutionality question and the cut-off date for the Kochan study was about a year before the experiment's scheduled expiration date of June 30, 1977. In addition, the time during which the experiment took place occurred in one of the most difficult periods of New York State financial history - a period when voluntary settlement was most difficult and any dispute resolution system would have been severely tested. This was not a good time for any kind of experiment with a new system.

2. In spite of a few difficult situations and controversial awards:

- a. The system provided finality of resolution;
- b. The arbitration wage awards were, generally speaking, in line with negotiated agreements. In fact, the wage awards averaged about 1 1/2 percent less than the negotiated agreements;
- c. Although there were three minor instances of slowdown, there were no police or fire work stoppages;
- d. Judicial review, albeit limited, has been declared to be available.

3. The experiment should be permitted to continue for a longer period in order to provide a more representative experience base.

PAGE 2 LINE 12

NEW SUBSECTION (3)

"AT THE CONCLUSION OF THE
HEARINGS THE ARBITRATOR
SHALL REQUIRE THE PARTIES
TO SUBMIT THEIR RESPECTIVE
FINAL POSITION ON MATTERS
IN DISPUTE."

RENUMBER SUBSEQUENT SECTIONS

AMEND CURRENT SUBSECTION (3)

LINE 13

AFTER "DETERMINATION OF"
STRIKE "THE MATTERS IN DISPUTE"
INSERT "WHICH FINAL POSITION ON
MATTERS IN DISPUTE WILL BE
ADOPTED"

PAGE 2 LINE 17 STRIKE "MAY"

PAGE 2 LINE 18 STRIKE THE ENTIRE LINE

PAGE 2 LINE 19 STRIKE "ARBITRATOR AND"

Passed

RESOLUTION 45

Legislative C

Received August 19, 1971

WHEREAS, paid Professional Fire Fighters provide protection to the lives and property of their communities twenty-four hours a day, seven days a week, and

WHEREAS, this extremely hazardous profession is vital and must be maintained and the withdrawal of this service places the lives and property of all citizens in jeopardy, and

WHEREAS, the dedication to consistently providing this service to his community is ingrained in the Fire Fighters' hearts and minds so as to make the withdrawal of this protection seem to the Fire Fighters to be an act of recklessness which places the worker, the parent and their children in a gravely hazardous situation and

WHEREAS, many of our cities have volunteers to support the paid professional Fire Fighters, who would be available as built-in strike breakers in the event of a strike, and

WHEREAS, we as Fire Fighters feel that our labor disputes with employers should not result in withdrawal of services from the citizens, but should be submitted to an impartial third party for resolution, and

NOW, THEREFORE BE IT RESOLVED, that this Twentieth Annual Convention of the Montana AFI-CIO recognize our attitude as Fire Fighters toward the withdrawal of service to our communities and support legislation for Compulsory and Binding Arbitration for paid Professional Fire Fighters in Montana.

Submitted by the Montana State Council of Professional Fire Fighters

STANDING COMMITTEE REPORT

March 7 19 79

MR. PRESIDENT:

We, your committee on LABOR & EMPLOYMENT RELATIONS

having had under consideration HOUSE Bill No. 129

Pavlovich (Nelson)

Respectfully report as follows: That HOUSE Bill No. 129

BE NOT CONCURRED IN

~~DO PASS~~

NAME: Don Judge DATE: 3/6/79

ADDRESS: 600 N. Cooke St. Helena

PHONE: 442-1192

REPRESENTING WHOM? AFSCME, AFL-CIO

APPEARING ON WHICH PROPOSAL: HJR 24

DO YOU: SUPPORT? _____ AMEND? _____ OPPOSE? X

COMMENTS: AFSCME opposes HJR 24, but, if passed, the

attached amendment should be made to insure a check

on growth of state gov't through additional SRS workload

AFSCME wants to make it clear that we don't oppose training;

we simply want to insure no abuse of such recipients

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Angela Hill DATE: March 1972

ADDRESS: 1424 S. 1st St. Apt. 2

PHONE: 502-7250

REPRESENTING WHOM? None

APPEARING ON WHICH PROPOSAL: H.R. 26

DO YOU: SUPPORT? AMEND? OPPOSE?

COMMENTS:

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Arvin Post DATE: 3/6/79

ADDRESS: 834 1/2 Central Ave. Billings MT

PHONE: 252-4583

REPRESENTING WHOM? MT Human Resource Development Council

APPEARING ON WHICH PROPOSAL: HLR 24

DO YOU: SUPPORT? _____ AMEND? ✓ OPPOSE? _____

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Dion Williams DATE: April 6, 1975

ADDRESS: 1404 York St. Hlona

PHONE: 442-5991

REPRESENTING WHOM? For and Wm. O'Connell

APPEARING ON WHICH PROPOSAL: H.T.R. 34

DO YOU: SUPPORT? AMEND? OPPOSE?

COMMENTS: Attended

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: GRANT ROSET DATE: 3/6/79

ADDRESS: 416 Raymond - Helena

PHONE: 449-3865

REPRESENTING WHOM? Social & Rehab Services

APPEARING ON WHICH PROPOSAL: HJR #24

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME:

Phil Campbell

DATE:

3-6-79

ADDRESS:

1232 E. 6th

Helena

PHONE:

442-4250

REPRESENTING WHOM?

Mont. Ed. Assoc.

APPEARING ON WHICH PROPOSAL:

HB 349

DO YOU: SUPPORT?

☒

AMEND?

OPPOSE?

COMMENTS:

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Wayne Buchanan DATE: March 4

ADDRESS: 501 N Sandus

PHONE: 442-2180

REPRESENTING WHOM? Mt. School Bonds Assn.

APPEARING ON WHICH PROPOSAL: H.B. 349

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: KENT RODEBAUGH DATE: MAR 6, 1979

ADDRESS: 4700 S. DR

PHONE: 761-4193

REPRESENTING WHOM? CITY OF GREAT FALLS

APPEARING ON WHICH PROPOSAL: HB 302

DO YOU: SUPPORT? AMEND? OPPOSE? X

COMMENTS: SEE ATTACHED COMMENTARY FROM

GREAT FALLS CITY COMMISSION.

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Bill Yerwolf DATE: 3-6-79

ADDRESS: 1029 3rd Helena

PHONE: 442-2596

REPRESENTING WHOM? City of Helena 442-7920

APPEARING ON WHICH PROPOSAL: HB 302

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☒

COMMENTS: See prepared statement

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: JIM NUGENT DATE: 3/6/79

ADDRESS: 201 W. 2nd St. Hollis, Mo 64422

PHONE: 721-4700 ext 213

REPRESENTING WHOM? City of Missoula

APPEARING ON WHICH PROPOSAL: HB 302

DO YOU: SUPPORT? AMEND? OPPOSE? X

COMMENTS: The City of Missoula opposes this bill for several reasons. First,
the bill is already recognized and authorized by the state constitution. There are
several agencies for example as a state government and local government.
Second, this bill has not one iota of merit. It is impossible to
difficult for cities to begin at the table in good faith only to later
discover that the labor side is not receiving the benefits that they are
trying to obtain through the state law. Local government is able to manage
its own affairs. Further, the local government is best able to determine what
they want or don't want within a labor contract. The bill should go by
its own merits. The bill is not a labor contract. The bill should go by
its own merits. The bill is not a labor contract. The bill should go by
its own merits. The bill is not a labor contract. The bill should go by

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.
arbitration.

NAME: TERRY O. MATTISON DATE: 3/6/79

ADDRESS: 426 CLARK AVE. BILLINGS, MT.

PHONE: 406 259-6829

REPRESENTING WHOM? BILLINGS CITY COUNCIL

APPEARING ON WHICH PROPOSAL: HB 302

DO YOU: SUPPORT? AMEND? OPPOSE? X

COMMENTS: SEE PREPARED STATEMENT

~~HE~~ ~~HE~~

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Les Nilson DATE: 3-6-79

ADDRESS: 917-3rd Ave So. Great Falls

PHONE: 453-1179

REPRESENTING WHOM? MC St. Fireman's Assoc.

APPEARING ON WHICH PROPOSAL: HB302

DO YOU: SUPPORT? X AMEND? _____ OPPOSE? _____

COMMENTS: The people of the community want
firefighters and the city to reach an
agreement without a work stoppage.

NAME: Ray Blehm Jr DATE: 3-6-79

ADDRESS: 623 Ave B Bldg Mt 59102

PHONE: 252-7051 Bldg 443-2056 HELENA

REPRESENTING WHOM? Mt ST FIREMENS ASSN

APPEARING ON WHICH PROPOSAL: H.B. 302

DO YOU: SUPPORT? X AMEND? X OPPOSE? _____

COMMENTS: HANDED IN UNDER SEPARATE
COVER

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

ROLL CALL

LABOR & EMPLOYMENT RELATIONS COMMITTEE

46TH LEGISLATIVE SESSION - - 1979

Date 3-6-79

NAME	PRESENT	ABSENT	EXCUSED
HAROLD C. NELSON, VICE CHAIRMAN	✓		
GARY AKLESTAD	✓		
HAROLD L. DOVER	✓		
WILLIAM F. HAFFERMAN	✓		
JOHN (SANDY) MEHRENS	✓		
BOB PALMER	✓		
ELMER D. SEVERSON	✓		
RICHARD G. SMITH	✓		
BILL R. LOWE, CHAIRMAN			✓

Exhibit L

Amendment to HJR 24

That the Department of Social and Rehabilitation Services will monitor, record and publish the type of jobs offered, rates of pay offered, names of employers participating, number of ~~participate~~ recipients participating in said programs and any other information deemed relevant to such program, and shall make this report public prior to the next legislative session

Don Judge

to promote the integration of these efforts. By providing SRS with the mandate to enter into agreements with other agencies with access to federal funds on a matching basis using the state general funds allocated for the purpose of implementing this resolution, a more comprehensive program may be possible. Additionally, should federal funds become available to the department for the purpose of implementing this program, state matching funds may be required as a condition of state participation.

Carol Stultz

HJR 24----Proposed Amendments

Page 2

Line 3

Services is requested to initiate a study with the involvement of of appropriate state agencies, community based organizations, and past and current recipients of employment and training services. The purpose of this study is to identify resources for and barriers to the implementation of a service component designed to offer public assistance recipients work experience, self-help neighborhood and community group experience, and training in household management techniques for stabilizing household income.

Rationale: Gaining the cooperation of other state agencies operating related programs--Cooperative Extension Service, Human Resources Division, Office of Superintendent of Public Instruction, Employment Service, Department of Institutions) at the onset of the program will enhance the chances for success. Involvement of past and present consumers of employment and training services will help to insure that the program is based on ideas that have worked for people the program is designed to reach and help to insure that past mistakes are not repeated. Involvement of community based organizations--Human Resource Development Councils, child care organizations, alcohol treatment centers, and minority organizations) will expand the potential resource base available to the program and potentially accelerate its implementation.

Very few, if any, persons receiving public assistance do so by choice. They are reduced to depending on public assistance by problems that are beyond their personal control. Because of this providing current recipients with experiences in neighborhood and community self help groups designed to deal with problems that have forced them onto public assistance--spouse battering, child abuse, discrimination, alcohol dependence, lack of adequate transportation, the high cost of health care and housing and rising utility costs--will enable them to come to terms with the problems in a positive manner and contribute to the effort to prevent other people from having the same type of experience.

Finally, because inflation is outstripping gains in personal disposable income at nearly all income levels, there is a need to reduce household consumption and increase household efficiency and production--particularly among persons receiving public assistance. Promoting the wider application of skills that help people to get more for less--recycling, home food production and processing, energy conserving habits, -- will help to break the poverty cycle.

Line 12: Services is requested to operate this program in a manner which maximizes the impact of the funds allocated from the state general fund for this purpose by taking advantage of services and federal fund matching possibilities that are not directly administered by the department. If federal funds become available to the department for the operation of the program without a matching requirement, the state funds shall revert to the general fund.

Rationale: Several other federal, state, and local agencies operate programs which are closely allied with the service component proposed by this resolution. One purpose of the resolution is to provide SRS with leverage

Amended 26
H J R 24

Labor and Employment Committee

March 5, 1979

The League of Women Voters of Montana supports HJR 24.

We have long supported programs assisting people to become self-supporting, contributing members of society and sincerely hope this Resolution will be an effective tool toward that goal.

Sincerely,

Diane Williams

March 6, 1979

Mr. Chairman and members of the Senate Labor Committee:

My name is Grant Roset and I am the Coordinator of the Work Incentive (WIN) Program for the Department of Social and Rehabilitation Services. I am here today as a proponent of HJR 24.

The Department of Social and Rehabilitation Services is in support of this Resolution as it has been proved that a work experience and training program is an effective way of providing public assistance recipients with the skills and experiences necessary to enable them to obtain and retain employment and thereby become self-sufficient and no longer dependent on public assistance.

The work experience and training program being proposed is envisioned by SRS as a service component that would offer the training, experience, and preservation of job skills and good work habits that are lacking among a sizeable proportion of public assistance recipients but are crucial to successful participation in the competitive labor market.

The proposed work experience and training program would not duplicate any existing programs and would in fact supplement our efforts in reducing welfare dependency.

TO: All AFDC WEAT Clients
FROM: District APA Office

1. All mandatory WIN registrants in the Unassigned Recipient status and those recipients exempt from WIN due to distance may be placed in the Work Experience and Training Program. (Full cooperation with WIN is expected to continue.)
2. The period assigned will be 96 hours a month. The performance period is from the 16th of a month through the 15th of the following month.
 - A. Each week the person assigned to a WEAT Project shall perform an average of three days (24 hrs) on that project.
 - B. Each week two days (16 hours) is expected to be used for job search and training activities through the employment office and the WIN counselors.
3. The mandatory WIN registrant may be excused from the WEAT project, although continued cooperation with WIN is expected, when:
 - A. WIN assigns him/her to a job training program or requires a WIN interview;
 - B. He/she provides the Assistance Payments Office with a doctor's statement verifying that incapacity or illness prevents performing on the WEAT project; or
 - C. She is the mother of school-age children who are on school vacations of more than one week.
4. An additional allowance of \$25.00 will be added to the grant each month to cover transportation, snacks, and special clothing necessary to perform on the project.
5. On the 15th of each month, the WEAT project foreman will submit a time sheet to the Assistance Payments Office. Satisfactory performance is a full 96 hours per month unless excused by one of the reasons listed in item 3.
6. If a child or mother does not perform satisfactorily, they will be removed from the household financial and medical assistance case effective the following month. In order to be added back onto the grant and medical case, the person removed must contact the Assistance Payments Office and accept a new WEAT assignment or verify the reason for non-performance. If a child removed has medical needs, a new application may be made.
7. If an unemployed father does not perform satisfactorily, the following actions will be taken:
 - A. He will be removed from the financial/medical case at the end of the month and the household will receive a reduced financial grant the following month.
 - B. At the end of this following month, the total case will be closed as he will be de-registered from WIN and the entire household will be ineligible for AFDC-Unemployed Father's assistance.
8. You have the right to appeal your WEAT assignment or any other decision with which you disagree. (Contact the local District APA Office for Hearing Rights information.)

Client's Signature _____ Date _____

TO: All GA WEAT Clients
FROM: District APA Office

As an Applicant/Recipient of General Assistance, I agree to the following:

1. I will participate in the Work Experience and Training Program by:
 - A. Accepting the WEAT project assignment and
 - B. Performing satisfactorily 96 hours a performance period - from the 16th of one month to the 15th of the next month. (You will receive an additional \$25.00 allowance monthly for transportation, lunches, and clothing.)
2. I understand that on the 15th of each month, the project foreman will submit a time sheet to the District APA office recording how many hours I have performed on the project.
3. I understand that failure to work the 96 hours each performance period, unless excused, will result in my case being closed for at least 30 days.
4. I understand that I may be excused from the WEAT project for illness.
 - A. If illness is less than 3 consecutive days of required performance, a doctor's statement may be required at the request of the District Director or his designee.
 - B. If illness is more than 3 consecutive days, a doctor's statement is required.
5. I understand that unless I am under 21, over 65, or permanently disabled that I am ineligible for the Medicaid program. If I am a resident of certain counties, I may apply for the Indigent Medical Program at _____.
6. I understand that I must register for employment with Job Service and be available for call-ins and interviews initiated by Job Services. I will also apply for Unemployment Compensation.
 - A. If I refuse a bonafide offer of employment without a good reason, my case will be closed for 3 months.
 - B. If I don't remain registered with Job Services, answer a Job Services call-in or go to a job interview, my case will be closed for one month.
7. I understand that if I take a job, I may remain eligible for General Assistance if I:
 - A. Notify the District APA office in writing when I become employed.
 - B. Submit verification of my income for each performance period by the 15th of the current month. (Income made between the 16th of one month and the 15th of the next month must be submitted to our office by the 15th of the current month).
 - C. Earned less than my grant amount after a percentage of the income has been disregarded according to APA policy.
 - D. Continue to perform the full 96 hours on the WEAT project assignment.
8. I understand that failure to voluntarily report earned or unearned income in cash or in-kind is considered as willful withholding of information. My case will be closed for 30 days; the overpayment will be recovered and I will be subject to prosecution for fraud. When the income begins, I must give a written report to the District APA Office.
9. I understand that I have the right to appeal my WEAT assignment or any other decision with which I disagree. (Contact the local District APA Office for hearing rights information.)

Client's Signature _____

Date _____

WORK EXPERIENCE & TRAINING EXEMPTION

District _____

CASE NAME _____ CASE NUMBER _____

NAME OF AFDC or GA ASSIGNEE: -----

1. WIN Component _____

2. Incapacity or Illness _____ Duration: _____

3. Referred for Employment _____ Date _____

4. Employed (excess of 20 hrs/week) _____

5. Referred to WIN Training/Employment _____ Date: _____

6. No Project Available _____

7. No Project within reasonable distance _____

8. Referred to Job Interview _____ Date: _____

9. Mother of School-aged Children on Vacation _____ Dates: _____

10. Other as designated by Director _____

Date(s): _____

SIGNED_____
DATE

Filed in Case Record:

Date: _____

Signature of Worker ID No.

WORK EXPERIENCE AND TRAINING TERMINATION

Date _____

To: _____

This is to notify you that:

Name _____ Case Number _____

Address _____ has terminated his Work
Experience and Training Assignment because of: _____

It is understood that the above person is not eligible for a future assignment
unless he is again certified by the Office of Assistance Payments.

Signed _____

Office _____

WORK EXPERIENCE AND TRAINING ASSIGNMENT

Case Number _____

Category _____

(1) TO: W.E.A.T. Foreman:

This is to certify that _____ is
eligible for assignment to Work Experience and Training for
_____ hours each month.

Date _____

(District Director or Authorized Representative)

APA District _____

(2) TO: Recipient:

To complete this assignment, present this statement to

_____ at
(Foreman of Project)

_____ on
(Address)

_____ at _____ who will assign you to
(Date) (Time)
and supervise your work.

Final Action:

- (1) _____ To recipient for delivery to Project Foreman.
- (2) _____ Copy retained in case folder. (Replace with new one)
- (3) _____ Advance copy mailed to Project Foreman.
- (4) _____ To Division of Family Services (AFDC only)
- (5) _____ To Supervisor of Work Experience and Training

PROJECT _____ DATE COMPLETED _____
(Name & Number)

PAY PERIOD _____ CERTIFIED BY _____

[illegible]

THANK YOU.

WORK EXPERIENCE AND TRAINING AGREEMENT

The _____, a government or private, non-profit unit, hereafter referred to as the SPONSOR, hereby enters into an agreement with the Department of Social Services, Office of Assistance Payments Administration, hereafter referred to as APA to conduct a work experience and training project.

APA AGREES:

1. To refer, if available, the agreed upon number of employable trainees to the Sponsor for training and work experience furnished by the Sponsor.
2. To furnish time sheets (Form WP-2) upon which the Sponsor will enter the trainee's daily work performance record.
3. To pay trainees.

SPONSOR AGREES:

1. To provide a productive work project wherein APA trainees can learn vocational skills and gain work experience.
2. Not to replace regular employees with APA trainees.
3. To furnish all equipment and materials necessary to insure the continuing accomplishment of the project and training objectives.
4. To accept only that number of APA trainees who can be utilized productively.
5. To assure competent, intensive supervision and training.
6. To prepare and forward monthly (no later than the _____ and _____) to the local APA office time sheets (Form WP-2) for each trainee certifying the days and actual hours of gainful trainee time spent in the activity.
7. To grant any trainee assigned to a project the time off necessary to report to prospective employers for employment interviews.
8. To pay all insurance, required by State or Federal law, for the protection of all trainees while engaged in project activity

APA trainees participating in project activity are not employees of the Sponsor or Department, but are recipients of Public Assistance and are not compensated at an hourly rate for the work done.

This agreement entered into this _____ day of _____, 19____.
SPONSOR:

BY: _____ Title: _____

Department of Social Services
ASSISTANCE PAYMENTS ADMINISTRATION District: _____

BY: _____ Title: _____

Obtained employment (6-month period)	\$ 338
Average monthly payment	<u>376</u>
Monthly	127,088
Projected to annual basis	\$1,525,056

Obviously, by working with the statistics and the success we give to the program, we can show almost any amount saved.

COSTS OF THE WEAT PROGRAM

The following are comments of Mr. Milt Anderson concerning the financial costs of the Work Experience and Training Program:

The WEAT program in Utah is run almost as a "byproduct" of WIN. Generally, the WIN liaison person in the District Office also services as a coordinator of the work program. Thus, it is very difficult to determine the total costs associated with the WEAT program. However, in talking with the staff at the State and District Offices, Mr. Anderson believes the following represents a fair estimate of the additional cost of the WEAT program:

STATE OFFICE

\$ 22,656

One equivalent person - One person spends about 70 percent of his time on the program. Other staff do have some time which is estimated to equal 30 percent of one person.

DISTRICT OFFICE

One equivalent professional person in each of the three larger offices. 45,306

One-half equivalent professional person in each of the remaining offices (six offices). 45,306

Clerical support equals about 1/4 time of one person to monitor hours worked and to issue letters to recipients in each office. 16,308

Fringe benefits for above personnel at 23 percent. 29,802

Mailing and postage (two letters per month for 737 recipients). 2,300

Computer cost is nominal as WEAT participants are maintained on the same AFDC system and identified only with a different code. 0

Other cost elements are believed to be the same whether Utah has a work program or not. 0

Special allowance for each participant 737 @ \$25 per month for twelve months. 221,778

Total cost per year \$382,778

There are undoubtedly many cost savings attributed to this program but are difficult to identify, since the State does not document reasons why cases are closed. We, therefore, cannot determine if the caseload is smaller as a result of the program. However, some sort of savings can be projected based on those cases that are closed after being assigned to the work project because of gaining employment.

Exhibit "C"

U T A H C O D E
Annotated 1953

Replacement
Volume 6A

Title 55
Chapter 15-A
Section 17

The office may cooperate with any governmental unit or agency, or any private non-profit agency in the establishment of work projects in order to provide employment for employable persons.

Table 5 shows the reasons 332 or 18 percent of the original 1850 clients became unavailable.

TABLE 5.
Total assigned to work project but became
unavailable (still on assistance)
June 1974 - June 1976

No. of Clients	Percent of Total	Average Monthly Clients	Reason for Unavailability
70	3.8	2.9	Grant reduced - working mother
142	7.7	5.9	Accepted into WIN component
120	6.5	5.0	Became exempt from WIN
332	18.0	13.8	TOTAL

This information shows that out of 1850 clients 1241 or 67.1 percent became unavailable for various reasons.

Further monetary results of the WEAT program have been expressed in a letter from the Utah Department of Transportation dated January 31, 1977 (see appendix). They claim to have saved \$87,383 in labor by incorporating WEAT clients into their work force.

There were other less tangible areas identified which supported the WEAT program. These "intangibles" centered around the worker's attitude, general appearance, and pride and are described in the correspondence included in the appendix of this report.

Results of the WEAT Program

There were a total of 1850 clients assigned to the WEAT program from June 1974 to June 1976. Table 4 shows the reasons that 909 or 49.1 percent became unavailable. Forty or 2 percent of the WEAT clients were hired by their sponsors. Over this two year period, 391 or 21 percent found employment and subsequently no longer needed assistance. The table also shows a projected monthly savings of \$14,213 resulting from those people who were on assistance but had their cases closed for various reasons. Of this amount, \$4,625 per month or 32 percent of this \$14,213 can be directly attributed to the WEAT program.

TABLE 4
Total assigned to Work Project but
became unavailable (dollar savings)
June 1974 - June 1976

Number of Clients	Percent of Total (1850)	Average Monthly Clients	Average Monthly Grant	Monthly Dollar Savings	Reason for unavailability
220	11.9	9.2	\$376	\$3,459	Failure to perform
37	2.0	1.5	376	564	Closed -- client's request
40	2.2	1.6	376	602	Closed -- hired by sponsor
391	21.1	16.3	376	6,129	Closed -- obtained employment
221	11.9	9.2	376	3,459	Closed -- other reasons
909	49.1	37.8	376	\$14,213	TOTAL

TABLE 3
SUMMARY OF WEAT CLIENTS
FOR STATE OF UTAH - FEBRUARY, 1977

		State Census
TOTAL AFDC Clients	36,449	
Number of AFDC WEAT clients (percent of total AFDC clients)	364 (1%)	
Number of WEAT clients receiving Food Stamps	324 (89%)	
Average Number in Household	4.07	3.46 (1970)
Race:		
White	257 (70.6%)	93.4% (7/76)
Hispanic	86 (23.6%)	4.0% (7/76)
Negro	8 (2.2%)	.6% (7/76)
Indian	7 (1.9%)	1.1% (7/76)
Asian and Pacific Islands	6 (1.6%)	.8% (7/76)
Marital Status:		
Married	163 (44.8%)	64.3% (1970)
Divorced	132 (36.3%)	1.7% (1973)
Separated	41 (11.3%)	
Single	23 (6.3%)	
Widowed	5 (1.4%)	
Sex:		
Male	165 (45.3%)	49.4 (1973)
Female	199 (54.7%)	50.6 (1973)
Average Age	37	
Veteran: Yes	35 (9.6%)	
No	329 (90.4%)	
Total Grant:	\$136,643	
Average monthly Grant:	\$376	
Average time on Assistance	MONTHS	
WEAT	11.6	
WIN	11.4	
All others	13.3	

The WEAT client was just 1 out of 100 actually receiving assistance from the AFDC program. The typical client was a white 37 year old female that had been married but separated or divorced receiving \$376 assistance per month from the State. The client was also receiving \$166 in food stamps and paying approximately \$84 thus receiving a bonus of \$82. This gave the client a total of \$458 including the assistance and the food stamp bonus per month. The client had been on assistance about 11.6 months.

Types of Individuals Referred to WEAT

All mandatory Work Incentive Program (WIN) registrants who were in an unassigned recipient status were eligible to be assigned to a WEAT program. The WIN representative from Job Service and the DFS representative from the Division of Family Services interviewed the eligible candidates. If the two interviewers determined the candidates were employable and could be helped, they assigned them to a WIN component for further training. Those registrants who appeared to be unemployable or who the WIN and DFS employees felt they could not help remained in the mandatory WIN registrant unassigned category. The Office of Assistance Payments Administration (APA) then assigned these registrants, where possible, to work projects.

The types of registrants that remained in the unassigned pool, for the most part, were not highly employable individuals. To get some idea of what type individuals were on work projects the information in Table 3 was abstracted from the APA records of those persons presently on work projects at the time of this study. Utah census figures are also shown for comparative purposes.

It would be difficult without excessive review to quantify the extent to which objectives two and three have been accomplished; however, the data suggest a wide range of available jobs and meaningful training have been provided.

Table 1 enumerates the work project sponsors who have contracted with Assistance Payments Administration thereby providing a variety of projects in which to place a WEAT candidate. The intent is to match whatever skills the candidate possesses to the project assigned. A partial listing of the typical jobs assigned to WEAT candidates is shown in Table 2.

TABLE 2
Sampling of Jobs assigned to WEAT candidates

ACCOUNTING	PAINTER
ANIMAL CONTROL HELPER	PLUMBER'S HELPER
CARPENTRY	POLICE DISPATCHER
CLERICAL	PRINTER
COMMUNITY WORK	PROBATION COUNSELLOR
COMPUTER AIDE	RANGER'S AIDE
CUSTODIAL	ROAD MAINTENANCE
DETENTION CENTER AIDE	ROOFER
FILING CLERK	SANITATION WORKER
FISH HATCHERY HELPER	SECRETARY
GROUNDS KEEPER	SENIOR CITIZEN ATTENDANT
JANITOR	SUPPLY CLERK
JOURNALIST	TEACHER'S AIDE
KITCHEN AIDE	TRUCK DRIVER
LAUNDRY WORKER	TYPIST
LIBRARIAN AIDE	UPHOLSTERER
GENERAL MAINTENANCE	WAREHOUSEMAN
MECHANIC HELPER	WELDER
MENTAL HEALTH AIDE	YOUTH COUNSELLING
NURSES AIDE	

TABLE 1
WEAT Sponsors and number of sites
March 1977

Alcohol Rehabilitation Center	9
Alpine House	1
Assistance Payments Administration	7
Army/Air Force	2
Baptist Concern Center	1
Big Brother and Sister of Utah County	1
Central City Neighborhood Council	1
Cities	61
Colleges and Universities	6
Community Action	4
Community Council	3
Counties	14
Cross Roads Urban Center	1
Davis County Alcoholism Program	1
Department of Employment	1
Department of Finance	1
Department of Highway	9
Division of Family Services	5
Division of Correction	9
Division of Rehabilitation Services	2
Dixie State Park	1
Fairview Museum Corporation	1
First Step House	1
Food Coop	1
General Services	1
Governor's Mansion	1
Hospitals	6
House of Hope	1
Indian Walk In	1
Interagency Information Resource Center	1
Internal Revenue Ogden Service Center	1
Jobs For Progress, Inc.	1
Juvenile Court	1
Libraries	3
Mental Health Centers	2
NAACP	1
National Guard	26
Navaho Works Project	6
Nettie Gregory Community Center	1
Nursing Homes	6
Office of Recovery Services	6
Ogden Rescue Mission	1
Park City Recreation Department	1
Peoples Freeway	1
Pioneer Craft House	1
Project Reality	1
Rocky Mountain Navajo Housing Development Corporation	1
Salt Lake County Cottonwood Sanitary Sewage District	1
Salt Lake County Tenant Organization	1
Salvation Army	2
School Districts	33
Schools	5
Secretary of State	1
Society of Good Neighbors	1
Tribal Councils	2
Utah Basin	1
United States Forest Service	1
Utah Coalition of Senior Citizens	1
Utah County Council on Drug Abuse Rehabilitation	1
Utah County Department of Animal Regulation	1
Utah Native American Consortium	1
Utah School For Deaf and Blind	1
Utah State Chapter National Sclerosis Society	1
Utah State Fair Grounds	1
Utah State Parks & Recreation Division	28
Utah State Training School	1
Utah State Visually Handicapped Services	1
Utah Wildlife Resources Division	18
Veterans in Community Services, Incorporated	1
Weber Council of Spanish Speaking Organization	1
YWCA	1

WORK EXPERIENCE AND TRAINING PROGRAM IN UTAH

Types of Work Projects in Effect

The WEAT program was initiated in the State of Utah in June of 1974. Work projects agreements have been established with the three levels of government, school districts, and private non-profit agencies. At the present time, there are 71 sponsors located at 320 sites throughout the State who have signed work project agreements (See Table 1).

The Office of Assistance Payments Administration established the following three objectives in developing project sponsors for the WEAT program:

1. To establish work projects in the areas where the clients live so transportation would not be a hardship.
2. To establish a wide variety of work projects so the client's work assignment could, as near as possible, match whatever skills they possessed; and,
3. To increase their skills or develop new ones to enhance their chance for employment.

The 71 sponsors located at 320 sites throughout the State allow accessibility for work to most registrants throughout the State. There were 8,987 registrants screened by APA between June 1974 and June 1976. Of this number, there were 90 or one percent of the registrants who were waived from work projects due to there being no work project sponsors in the area. This 99 percent would indicate that the Office of Assistance Payments Administration had been successful in achieving their first objective stated above.

Purpose of the Work Experience and Training (WEAT) Program

The following is taken from Utah-DSS-APA Volume III 6070 Paragraph 2:

"The Work Experience and Training Project is designed as a service component offering work experience, training, and preservation of job skills and good work habits. Such work experience and work activities shall be limited to public service or public work. The period of work assigned shall be three days a week (24 hours) on the Work Experience and Training project with two days (16 hours) available for job search activities utilizing the employment service, as well as structured activities relating to good work habits, completing job applications, and other activities designed to enhance the recipient's employability and improve his self-support capabilities. The Work Experience and Training activities are designed as a portion of the total self-support activity and are not related to the amount of the grant."

Work Projects Organization

The Office of Assistance Payments Administration has designated a State office staff member to coordinate the WEAT program throughout the State. He works directly with district APA employees who have been assigned to coordinate the WEAT program on a district level.

INTRODUCTION

At the request of the Executive Director of the Department of Social Services the Office of Evaluation conducted a review of the Work Experience and Training Program (WEAT) within the Office of Assistance Payments Administration (APA).

This review addressed three primary objectives:

- An analysis of the types of work projects;
- An analysis of the types of individuals referred for work experience and training; and,
- An analysis of the results of such training.

Work Projects Program Legislative Intent

The legislative intent regarding public assistance as found in the 1974 Laws of Utah, Chapter 35, Item 163, is:

"g. That the Department of Social Services implement the following administratively:

Require that all employable welfare recipients -- primarily adult males and mothers of school age children -- must report regularly and accept jobs or job training, or take part in a community work force. Refusal will mean loss of aid. Those recipients classified as unemployable shall be exempt. If this policy is not enforceable administratively, the Department of Social Services shall prepare legislation to implement such policy.

e h. The Department of Social Services is authorized to transfer funds between programs where necessary to implement an expanded Work Projects program."

A P P E N D I X

Appendix I	Correspondence to the Office of Assistance	
	Payments Administration from WEAT Sponsors	11

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REVIEW
OF THE
WORK EXPERIENCE AND TRAINING (WEAT)
PROGRAM
OFFICE OF
ASSISTANCE PAYMENTS ADMINISTRATION

PREPARED BY
UTAH STATE DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EVALUATION
554 South 3rd East
Salt Lake City, Utah 84111
April 1977

OTHER PERSONS POTENTIALLY ELIGIBLE FOR WEAT

Food Stamps -	3,646 eligible cases (excluding aged, blind and disabled)
Medical Only -	those meeting AFDC eligibility (excludes aged, blind and disabled)
	Eligible for but not receiving cash assistance--311
	Medically needy--108
General Assistance -	140 family cases 50 single person

- Notes:
1. Figures are from November 1978
 2. Using ratio of WIN mandatories in AFDC program suggest only 30% of the above would meet all requirements (no children under six, etc.)

5. On-going supervision/evaluation

6. Record keeping - attendance

I would (optimistically) estimate that these and related tasks could be accomplished by existing staff; however, we'd probably need someone to oversee it at the state level.

Whats Currently Being Done:

WIN presently serves 30 counties through 8 sites (Billings, Browning, Butte, Glasgow, Great Falls, Helena, Kalispell and Missoula). Clients in the remaining counties register for WIN at the Employment Service local office. The WIN teams registered 71% of total registrants and made 80% of the total placements.

In FY 1978, the State Job Service, together with SRS, placed 1,057 WIN clients in unsubsidized employment, at an average cost of \$1,704 for each client. (This compares to an average cost of \$2,086 in Wyoming, \$1,912 in North Dakota, \$1,866 in Colorado, \$1,871 in Utah and \$1,697 in South Dakota). Annualized Welfare grant reductions totalled \$2,474,132. Program cost: \$2,118,417.

In FY' 1977, Welfare savings and wages generated resulted in a cost/benefit of \$3.09 for each \$1.00 expended.

AFDC Recipient Participation in WEATParticipation Population:

As of January 31, 1979, we had 2461 AFDC recipients registered with WIN. Of the 2461, 1816 (74%) are mandatory and 645 (26%) are voluntary participants.

Of the 2461 registrants, 1026 were unassigned (i.e., not assigned to a WIN component or activity). 808 of the unassigned recipients were mandatory and 218, voluntary.

Approximately 60% of the unassigned clients are site inactive (i.e., we have approximately 485 potential mandatory WEAT participants from the AFDC universe. (After screening potential WEAT participants, Utah found only 1% of the AFDC caseload as suitable for WEAT participation.

Four (4) variables represent the major distinction between assigned and unassigned recipients: Medical problems, supportive service needs, age and ethnic group.

Work Experience & Training Defined: "Unsalariated job training at a clearly defined, well-supervised worksite. An individual has the opportunity to develop basic work habits, practice the skills necessary to obtain and retain employment, acquire on-the-job experience, and/or demonstrate skills to a prospective employer."

WIN limits Work Experience to a maximum of 13 weeks with a given employer (public or private non-profit agencies).

Costs:

Training-Related Expense Allowance - to compensate or reimburse a participant for daily transportation and lunch costs that are incurred in connection with participation.

Basic allowance: \$3.00 per day

(\$1.00 Transportation plus \$2.00 lunch)

Incentive Allowance - intended to be an inducement to the client to engage in a training activity.

\$1.50 per day for each day of attendance.

Staff Requirements:

- Tasks:
1. Screening/appraisal of recipients
 2. Developing sponsors/slots
 3. Service provision
 4. Assignment to sponsors/sites

As the National League of Cities recently reported, arbitrators have been ruling that a wide range of subjects, regarded by elected officials as their basic prerogatives in providing services, are arbitrable and have been making rulings often severely limiting a governing body's ability to provide its services, and in many cases, awards which were illegal.

Binding arbitration tends to remove the decision of the cost of services, the level of services; and in some cases, the manner of providing services, from the elected officials directly responsible to those who elected them, to a third party not involved with the electorate. The nature of democratic government is that those elected are responsible to the electorate. Arbitration limits the ability of elected officials to be responsive with regard to the most significant single cost item of government--personnel costs.

By unanimous consensus, the City Commission vigorously opposes this bill and any effort to remove the primary responsibility of the elected officials in determining taxation, public policy priorities and the ability to manage the public work force. It is the City's view that binding arbitration would seriously conflict with the tenets of representative government. Fundamental among these tenets is the precept that officials engaged in governmental decision-making (e.g., setting budgets, salaries and other terms and conditions of employment) must be accountable to the citizens they represent. The City seriously urges rejection of any legislation that will place binding arbitration in the hands of an outside person who has no accountability to the public; rather, it supports SB 161 which places the final determination of public employee labor impasses with the people through a referendum process.

Thank you for your consideration.

BY DIRECTION OF THE CITY COMMISSION
CITY OF GREAT FALLS

Exhibit D

STATEMENT BY THE CITY COMMISSION
CITY OF GREAT FALLS, MONTANA

IN OPPOSITION TO HB 302 - BINDING ARBITRATION

HB 302 (Quilici): This bill would provide for binding arbitration for firemen. The City strongly opposes this special interest legislation for firemen on the basis that binding arbitration constitutes unlawful delegation of an elected official's decision-making authority to an outside, unaccountable third party.

Last year, the City was faced with a strike by its firemen because of the binding arbitration issue. In this case, the Commission was willing to take a strike over this most essential element because of its unwillingness to delegate this authority to an outside arbitrator. After long hours of bargaining, the issue was resolved. It is interesting to note that now the firemen groups want to "back door" their elected officials by getting everything they can at the local bargaining table and then attempting to gain more at the state legislature. Hopefully, you will oppose these efforts.

A number of state supreme courts (i.e., Colorado, Connecticut, South Dakota, Utah, etc.) have already ruled binding arbitration unconstitutional in that it violates representative form of government and the right to have government decisions made by elected officials with sufficient accountability. Should this legislation pass, it would establish an unprecedented delegation of authority to politically unaccountable arbitrators.

Binding arbitration does not work to resolve labor disputes. In fact, it has been proven to negate collective bargaining and greatly increase costs to local governments. In Michigan, for example, the compulsory arbitration law for police and fire has resulted in 111 awards. On the common issue of wage increases, 62% of the awards have gone to the union last offer and 38% of the awards to the employer. In Michigan, there are more police-fire strikes since passage of the law than were experienced in the two years preceding adoption of the law.

Since Great Falls has experienced several labor impasses in recent years, it has taken the firm position that binding arbitration is unconstitutional and an unlawful delegation of the elected officials' responsibilities. Research has clearly indicated that, when the parties anticipate arbitration, neither the union nor the employer will make a serious attempt to bargain and resolve the disputes as when arbitration, as an alternative, is not present. The tendency limits severely the likelihood of settlement and promotes continual arbitration of contract disputes, so that over time, outside parties are determining basic elements of a public employer's relationship with its employees.

General Rules and Regulations

The following rules and regulations of the _____ Company, approved by the Public Service Commission of Montana, are made a part of the contract with every individual, firm, or corporation, who takes water, and every such individual, firm or corporation agrees, in making application for water, to be bound thereby.

Rule G-1. The Water Company contracts with owners of property, their authorized agents or with tenants. The Water Company may require a deposit equal to one and one-half the estimated amount of the monthly or billing period bill, as guarantee of payment of same. Application for the use of water must be made at the Water Company office on a printed form furnished for that purpose. Service will be furnished to any consumer who fully and truly sets forth all the purposes for which water may be required and who agrees to and conforms with all rules and regulations governing the service: provided the purposes set forth comply with all the company's rules, and that the system of mains and pipes extends to the point where service is desired, and is adequate to supply the service applied for. Interest will be paid on consumers' deposits at the rate of six per cent per annum, provided such deposits are left with the company for one month longer. Such interest will cease when the use of water is discontinued.

Rule G-2. An application for the introduction of water service to any premises must be signed by the owner of the premises and must be made on the regular form furnished by the company for that purpose. When such an application has been granted, the company at its own expense will tap the main and furnish corporation cock, clamp when necessary, and any other material used or labor furnished in connection with the tapping of the main. All expense of laying and maintaining the service pipes from the mains to the consumer's premises must be borne by the consumer. The service pipe must be laid below street grade and on the consumer's premises, at a standard depth, designated by the company, to prevent freezing. A curb cock of approved pattern with a cast iron curb box must be installed by the consumer at a point designated by the company. Whenever a tap is made through which regular service is not immediately desired, the applicant will bear the entire expense of tapping, subject to a refund whenever regular service is begun.

Rule G-3. At some convenient point inside of the building and so located that it cannot freeze, a stop and waste cock must be placed, so that the water can be readily shut off from the building and the water pipes drained to prevent freezing.

Rule G-4. Waste of water is prohibited, and consumers must keep their fixtures and service pipes in good order at their own expense, and all waterways closed when not in use. Leaky fixtures must be repaired at once without waiting for notice from the Water Company, and if not repaired after reasonable notice is given, the water will be shut off by the company.

Rule G-5. No plumber or other person will be allowed to make connection with any conduit, pipe or other fixture connecting therewith or to connect pipes when they have been disconnected, or to turn water off or on, on any premises without permission from the company.

Rule G-6. Service pipes shall be so arranged that the supply of each separate building, house or premises may be controlled by a separate curb cock, placed within or near the line of the street curb, under rules established by the Water Company or civil authorities. This curb cock and box must be kept in repair and easily accessible by the owner of the premises.

Rule G-7. Should the consumer desire to discontinue the use of water temporarily, or should the premises become vacant the company, when notified to so in writing, will shut off the water at the curb and allowance will be made on the bill for such time as the water is not in use. No deduction in bills will be made for the time any service pipes may be frozen.

Rule G-8. Notice will be given, whenever practicable, prior to shutting off water, but consumers are warned that owing to unavoidable accidents or emergencies their water supply may be shut off at any time.

All persons having boilers on their premises, depending on connected pressure with the water mains, are cautioned against collapse of their boilers. As soon as water is turned off, the hot water faucet should be opened and left open until the water is again turned on. A check valve must always be placed between the boiler and the Water Company's mains to prevent draining the boiler. Never leave the premises with any faucets open and water turned off.

Rule G-9. Contractors, builders or owners are required to take out a permit for the use of water for building and other purposes in construction work. Consumers are warned not to allow contractors to use their fixtures unless they

makers making laws that compel them to binding arbitration.

If the state policy makers want compulsory arbitration then we feel it should be experimented with at a state run facility and not with local government. The state institutions might be a good place to test and evaluate such a law.

Besides doing nothing to improve government, management, and labor-management relationships, I see a secondary reason for you to vote against H.B. 302. The compulsory arbitration provision of H.B. 302 results in an unprecedented delegation of authority to unaccountable ad hoc arbitrators.

Ninety-one percent of our city's fire department budget is devoted to salaries and fringe benefits. For example, in a given situation an arbitrator may be faced with balancing a union's demand for salary increases against a city's response that salary increases of the magnitude demanded by the union should be rejected because of competing needs for new or additional services in other areas. Such basic policy decision directly affect the level and scope of services provided, as well as the level of taxes needed to support such services. The very corner-stone to our democratic society is our right to cast an effective vote.

If this committee feels binding arbitration is necessary then I would also ask you to appropriate the necessary funds to pay the costs of this mandated collective bargaining law. For the City of Helena to increase wages by just one (1) percentage point, the city has to generate \$37,500 in additional revenue. This is equivalent to 1 1/4 mills.

I ask you to vote against H.B. 302.

Burkley city officials reported that the strike did not cripple the city's ability to operate.

#3. Good Labor-Management Relations.

Compulsory binding arbitration can prevent true collective bargaining from taking place. Since many arbitration awards end up somewhere in between the pre-arbitration positions of the parties, one or both parties may feel that they cannot grant additional concessions prior to the arbitrators decision because the ultimate disposition would then be too costly.

The alternative, of course, to compulsory arbitration is a strike. No responsive public official desires a strike, but public strikes do occur. The best way to avoid strikes is to develop procedures and policies for good salary administration and good employee/employer relationships which will alleviate or avoid the conditions which impel workers to strike. Binding arbitration is no absolute guarantee that unsatisfied employees will accept arbitration as binding, but at times have decided to strike anyway.

The City of Helena urges this committee to vote against H.B. 302. This bill contains no new concept under Montana collective bargaining laws. The existing law allows for binding arbitration. The only thing new is that it is compulsory in Sec. 3(5), "The determination of the arbitrator is final and binding and is not subject to the approval of any governing body."

Montana laws should be made to serve the people of Montana, and when elected local policy makers make their decision not to go to arbitration as allowed under our existing law, I do not see the need for state policy

OPPOSES H.B. 302

HEARING ON H.B. 302, Binding Arbitration, Fire Fighters Organization

The compulsory arbitration provision of H.B. 302 does nothing to improve good government, good management and good labor-management relations. In fact, it substantially impairs our locally elected government officials from doing the job they were elected to do because H.B. 302 will strip them of their decision making authority.

First let me talk about good government, good management and good labor-management relations.

#1. Good Government.

A critical defect of binding arbitration is the great danger that public priorities can be distorted by a third party who is not even elected by the people, and who is not interested in being accountable or responsive to the electorate.

#2. Good Management.

A city that has prepared itself against a strike can continue to operate. The police strike in Albuquerque, New Mexico, was not the terrible event that had been anticipated. A number of neighboring jurisdictions urged the city to stand firm, fearful that whiplashing would precipitate similar pay increases in their own area.

The Burkley, California, fire fighter's strike is a good example of a city which made what it felt was a fair and final offer experienced a strike, but using their contingency plan, continued to operate. The final settlement was very similar to the city's last offer before the strike. Also as a result of operating with reduced manpower, the city found it possible to make permanent personnel reductions which are resulting in savings to the taxpayers.



Exhibit "B"

CITY OF BILLINGS

220 NORTH 27TH STREET
P. O. BOX 1178
BILLINGS, MONTANA 59103
PHONE (406) 248-7511

House Bill 302 would require final and binding arbitration for fire fighters if either they or their public employer requested it. The City of Billings is opposed to this bill for four reasons.

The first is that we are of the very strong opinion that this type of option is a proper subject of a labor negotiation between an employer and its employees. As such, it is not something that should be mandated at the State level, but is more properly left to the local level.

Secondly, we are concerned as an employer about any further proliferation of labor law aimed at specific groups of employees. Present law already sets out many distinctions between various groups of employees and this bill would add to the long list. We do not think these distinctions necessarily beneficial to the public being served by these employees.

Thirdly, binding arbitration is not the only, nor is it necessarily the best, method of resolving a labor impasse. Several years ago many people believed that it was the answer to serious labor difficulties, but experience has shown that where it has been used both labor and employers, not to mention tax payers of the community, have found that the results have not always been satisfactory.

Fourthly, the bill would provide that either party could request arbitration. This is not an appropriate formulation when the bill also sets out that the costs would be shared equally by the parties. I seriously

- 2) Paychecks will no longer be distributed on the last working day of the pay period. Paychecks will be distributed or mailed ten working days (inclusive of Saturdays) after the end of the pay period.
- 3) To initiate payment, documentation of the time worked must be submitted after the payroll period. In the case of faculty and professional staff, leave accrual statements will serve this purpose.

I realize that initially this change will result in temporary inconvenience and hardship for some of you. Therefore, in the instance of the common monthly payrolls, to minimize the impact, each campus will phase in delayed payments according to the following schedule:

<u>Payroll Month</u>	<u>Date of Payment</u>
September, 1978	October 3, 1978
October, 1978	November 7, 1978
November, 1978	December 11, 1978
December, 1978	January 12, 1979

Eastern Montana College is an exception to this, as they will be able to implement de facto payroll on September 1st.

Our office will also inform lending institutions throughout the state of these changes.

We will appreciate your tolerance and cooperation with these changes to meet the legislative mandate.

Thank you.

jw

ROLL CALL

LABOR & EMPLOYMENT RELATIONS COMMITTEE

46TH LEGISLATIVE SESSION - - 1979

Date March 13, 1979

NAME	PRESENT	ABSENT	EXCUSED
HAROLD C. NELSON, VICE CHAIRMAN	✓		
GARY AKLESTAD	✓		
HAROLD L. DOVER	✓		
WILLIAM F. HAFFERMAN	✓		
JOHN (SANDY) MEHRENS	✓		
BOB PALMER	✓		
ELMER D. SEVERSON	✓		
RICHARD G. SMITH	✓		
BILL R. LOWE, CHAIRMAN	✓		

NAME: James H. Jones DATE: May 1962

ADDRESS: 1111 1st St. N.W.

PHONE: 1-202-331-1234

REPRESENTING WHOM? Self

APPEARING ON WHICH PROPOSAL: 1111 1st St.

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: See attached

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Don Judge DATE: 3/13/79

ADDRESS: 200 N. Cooke St. Helena

PHONE: 442-1192

REPRESENTING WHOM? AFSCME, AFL-CIO

APPEARING ON WHICH PROPOSAL: HB 579

DO YOU: SUPPORT? AMEND? OPPOSE? X

COMMENTS: High turnover in isolated areas could cause

a much longer delay in paying employers who

move from those areas w/o forwarding addresses.

Employees who terminate may need money immediately,

not 15 days after termination. CETA employees

are low-paid employees who, again need this money

immediately after layoff. Computer problems should not be

allowed to withhold payment of wages.

We would ask this committee to give HB 579 a

"do not pass" recommendation

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

Jerry Driscoll

3-13-79

345⁰ Calhoun Lane Billings 59101

259-4471

Labore's Union Local #98

HB 579

X

COMMENTS:

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: JAMES W. GOSDEN DATE: March 13, 1979

ADDRESS: 521 Ice Pond Rd. Bozeman, MT

PHONE: (406) 537-7214

REPRESENTING WHOM? MONTANA STATE UNIVERSITY

APPEARING ON WHICH PROPOSAL: HB 856

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: System now is UNNECESSARY, INEFFECTIVE,
AND Penalizing / Demoralizing to professional
Faculty and Staff

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Ken Nordtvedt DATE: 3/13/79

ADDRESS: 118 Sourdough Ridge Bezenan

PHONE: 586-3263

REPRESENTING WHOM? H.D. 77

APPEARING ON WHICH PROPOSAL: HB

DO YOU: SUPPORT? ☒ AMEND? ☐ OPPOSE? ☐

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Paul F. Boylan DATE: 13 Mar 79

ADDRESS: Senate Dist #38

PHONE: _____

REPRESENTING WHOM? _____

APPEARING ON WHICH PROPOSAL: _____

DO YOU: SUPPORT? ☒ AMEND? _____ OPPOSE? _____

COMMENTS: Oral

NAME: Sam M. [unclear] DATE: _____

ADDRESS: [unclear]

PHONE: 7-3259

REPRESENTING WHOM? Misc.

APPEARING ON WHICH PROPOSAL: H.B. 856

DO YOU: SUPPORT? X AMEND? _____ OPPOSE? _____

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: David Stone DATE: _____

ADDRESS: 4941 Trece Martires

PHONE: _____

REPRESENTING WHOM? Dept. of Health

APPEARING ON WHICH PROPOSAL: U.S. 856

DO YOU: SUPPORT? _____ AMEND? _____ OPPOSE? X

COMMENTS: This bill is a very good one but

it will cause some problems with

responsibility of health officials

and violate the principle

that documents must be submitted

after the fact

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: JACK NOBLE DATE: MAY 12

ADDRESS: 33 S. LAST CHURCH AVE.

PHONE: 443 3125

REPRESENTING WHOM? MONTANA UNIVERSITY SYSTEM

APPEARING ON WHICH PROPOSAL: NO 850

DO YOU: SUPPORT? _____ AMEND? _____ OPPOSE? X

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

NAME: Angela B. Kelly DATE: 8-13-19

ADDRESS: _____

PHONE: _____

REPRESENTING WHOM? Angela B. Kelly

APPEARING ON WHICH PROPOSAL: LB 456

DO YOU: SUPPORT? _____ AMEND? _____ OPPOSE? ✓

COMMENTS: _____

PLEASE LEAVE ANY PREPARED STATEMENTS WITH THE COMMITTEE SECRETARY.

SENATE Edward E. Reilly COMMITTEE

BILL _____

VISITORS' REGISTER

DATE 3-13-79

NAME	REPRESENTING	BILL #	(check one)	
			SUPPORT	OPPOSE
Tina Miller	Shepherd High School	HB 579		
Gwen Thulesen	Shepherd High School	HB 579		
Connie S. Johnson	Shepherd High School	HB 579	✓	
Yvonne L. Johnson	Shepherd High School	HB 579		
Brenda Solom	Shepherd High School	HB 579		
Diane Friesz	Shepherd High School	HB 579		
Paula Cerkney	"	"		
Lisa Best	"	"		
Nicki Brooks	"	"		
Shirley Craft	Shepherd High School	HB 579		
Lois Edsall	Shepherd High School	HB 579		
Donna Warner	St. Audion Central Pkwy	HB 856		
Diane Mulcahy	St. AFSCME - AFCTO	HB 579		✓
MJ Mulcahy	AFSCME & M.P.P.A	HB 579		✓

STANDING COMMITTEE REPORT

March 13

19 79

MR. PRESIDENT:

We, your committee on LABOR & EMPLOYMENT RELATIONS

having had under consideration HOUSE JOINT RESOLUTION

SEN. No. 24

Respectfully report as follows: That HOUSE JOINT RESOLUTION SEN. No. 24

BE NOT CONCURRED IN

DO PASS

M.