

MINUTES

MONTANA HOUSE OF REPRESENTATIVES 54th LEGISLATURE - REGULAR SESSION

COMMITTEE ON BUSINESS & LABOR

Call to Order: By CHAIRMAN BRUCE T. SIMON, on February 1, 1995,
at 8:00 AM.

ROLL CALL

Members Present:

Rep. Bruce T. Simon, Chairman (R)
Rep. Norm Mills, Vice Chairman (Majority) (R)
Rep. Robert J. "Bob" Pavlovich, Vice Chairman (Minority) (D)
Rep. Vicki Cocchiarella (D)
Rep. Charles R. Devaney (R)
Rep. Jon Ellingson (D)
Rep. Alvin A. Ellis, Jr. (R)
Rep. David Ewer (D)
Rep. Rose Forbes (R)
Rep. Jack R. Herron (R)
Rep. Bob Keenan (R)
Rep. Don Larson (D)
Rep. Rod Marshall (R)
Rep. Jeanette S. McKee (R)
Rep. Karl Ohs (R)
Rep. Paul Sliter (R)
Rep. Carley Tuss (D)
Rep. Joe Barnett (R)

Members Excused: None.

Members Absent: None.

Staff Present: Stephen Maly, Legislative Council
Alberta Strachan, Committee Secretary

Please Note: These are summary minutes. Testimony and
discussion are paraphrased and condensed.

Committee Business Summary:

Hearing: HB 272, HB 344, HB 269,
Executive Action: HB 272 (postponed) HB 234

HEARING ON HB 272

Opening Statement by Sponsor:

REP. JAY STOVALL, HD 16, Yellowstone County said this bill was an
act clarifying certain labor tax laws to include a service charge

received by employees of the food, beverage, and lodging industry. He also supplied the Stovall amendments. **EXHIBIT 1.**

Proponents' Testimony:

Joy Erickson, Billings Holiday Inn said her wages had been cut in half by the Inn's decision to keep the service charge that had previously gone to the employees. She also said she understood why employers wanted to make a profit but did not understand why they need to do it by means of unfair business practices.

EXHIBIT 2

Kelly Sandoz, Billings Holiday Inn supplied a letter from Pedro R. Hernandez. **EXHIBIT 3** She also supplied three copies of service agreements. **EXHIBITS 4-6**

Kathy Malyevac, President, Montana State Council of Hotel Employees and Restaurant Employees said in most cases tipped employees earn minimum and rely on their tips to live. There is a seasonal nature to this work and is often parttime with few benefits. She then supplied three copies of labor agreements.

EXHIBITS 7-9

Lila Mae Laedeke, Sheridan Hotel said waitresses are the people who perform the services, therefore they should receive the service charge.

Connie Sullivan said she favored this bill. Customers were surprised to find the service charge was not going to the server. As a private club they assumed the wait staff was receiving this service charge that always appeared on their bill.

Lynette Russell said she was concerned about a growing policy within the food industry of assessing a service charge to checks. They, in turn, keep these charges instead of distributing them to the servers.

Daphne Kirkwood said she supported this bill.

Don Judge, AFL-CIO said under federal law, the employers are allowed to withhold up to 40% payment toward minimum wage pay and recover that amount in tips and provide that to employees. The legislature chose some time ago to exclude tips from the basic payment of the minimum wages in the state. Tips would go to the employees entirely on top of that minimum wage payment. It was a policy decision this state made some time ago. Unfortunately, some employers of the state have found a way to get around that. A service charge has been added for the delivery of meals from those people who are waiting on the customers and instead of giving that money to the employees they are pocketing that money and calling it the increased cost of serving the meal.

Opponents' Testimony:

Stuart Doggett, Montana Innkeepers Association said his organization does not seek to create further tension between employers and employees who are experiencing specific labor disputes. Their concerns are the policy implications on the statewide industry. This bill fails to recognize the many ways the industry handles banquet tips, service charges and wages in general.

Informational Testimony:

A list of the various organizations and clubs being represented at the hearing. **EXHIBIT 10**

Questions From Committee Members and Responses:

REP. MARSHALL asked if the contracts which were negotiated are all identical and why could this issue not be negotiated? **Mr. Judge** said he did not personally negotiate contracts, but they are not all identical. He said the problem was the spreading abuse of a legislative policy that was established by this legislature in the state to provide that the gratuity would, in fact, go to the employees.

REP. FORBES questioned the negotiations. **Melissa Case** said this is not a labor issue. Most of the employees are not represented by organized labor. This is a fair business practice issue more than it would be a labor issue. The reason for the distribution of various contracts was because it indicated what the situation could be like. These people are not represented by organized labor. They deserve the same right to have those tips from the banquets.

REP. BARNETT asked if the contracts were done unilaterally when they were worked out. **Mr. Doggett** said all contracts vary and are different.

REP. ELLIS asked for a response of **Mr. Barnett's** question. **Ms. Case** said employees were not involved in the decision but regardless of any notice which was or was not sent out by the corporation, the potential customers are consistent customers. There were still many people confused about this service charge. There is inconsistency on the front and back of the contract.

REP. ELLINGSON asked if a tip is the property of the employees and if there is a tip pool that is in violation of the law. **John Andrew, Department of Labor** said there were a line of federal court decisions that say tips which are provided to serve people essentially become the property of the person who provides the service.

CHAIRMAN SIMON questioned the establishments which shared the service charge not only to the servers but when some of that

money was given to other employees. He also asked about service charge or gratuity-what is the vast opinion of patrons and their assumptions when they see the charge for the meal? **Mr. Doggett** said he would need to clarify this and return the information back to the committee. Most customers assume the money will go to the employee and others but he did not know the exact answer.

Closing by Sponsor:

The sponsor closed.

TAPE 1, SIDE B

HEARING ON HB 344

Opening Statement by Sponsor:

REP. MARJORIE FISHER, HD 80, Flathead County said this bill was an act prohibiting the State Fund from charging a yearly minimum premium. She also provided a excerpt from the Montana Logging Association's, Montana Logger. **EXHIBIT 11**

Proponents' Testimony:

None.

Opponents' Testimony:

Carl Swanson, President, State Fund stated his opposition to this bill and provided a list of the reasons. **EXHIBIT 12**

Jim Tutweiler, Chamber of Commerce opposed this bill, but supplied some amendments. **EXHIBIT 13**

Riley Johnson, National Federation of Independent Businesses said he represented the truly small businesses and probably share the largest percentage of minimum premium payers. They have been working with the State Fund regarding this problem and have not seen the final form and feel **SEN. HARP'S** bill would better address this issue.

Don Judge, AFL-CIO said the legislature made a policy decision some time ago that the State Fund would be the fund of last resort. There would be no shared risk pool. The more money removed from premiums going into the fund the more pressure there is for downward changing of the benefits that go to the injured workers or restricting of those benefits.

Jacquelyne Lenmark, American Insurance Association said this bill will impair the Fund's ability to manage its business in the most businesslike way.

Questions From Committee Members and Responses:

REP. BARNETT asked for a response on the purchase of new computers and respond to the reduction of 30% less people in the work force. Mr. Swanson said the program had not as yet been utilized for the reduction of the work force but this will begin in early May. There were 26,600 customers currently and an estimated 25,500 customers. The volume of telephone calls being received is not necessarily indirectly proportionate to the size of the accounts. There are a tremendous amount of calls coming in from the small policy holders and he does not see a 30% fall off.

REP. EWER questioned the accounts which have been lost. Mr. Swanson said the Plan II typically follows NCCI. The minimum premium recommended is \$700. The larger, more profitable accounts can be engineered from the safety standpoint.

REP. COCCHIARELLA questioned the minimum premium. Ms. Lenmark said each company can handle that in the way which is most appropriate for that company. Presently, the State Fund has 75% of the market share which is based on premiums.

REP. ELLINGSON questioned the minimum premium. Mr. Swanson said if the minimum premium is eliminated then there is no charge for administration expense for the policy.

Closing by Sponsor:

The sponsor closed.

HEARING ON HB 269**Opening Statement by Sponsor:**

REP. JON ELLINGSON, HD 65, Missoula County said this bill was an act creating the manufactured housing ombudsman and hearing board act; providing for the duties and responsibilities of the ombudsman and board; providing funding for the ombudsman and board; and appropriating funding for the ombudsman and board. He also supplied a copy of the growth of mobile home ownership in Montana and attendant problems. EXHIBIT 14

Proponents' Testimony:

Nancy Winesettle, Montana People's Action said she supports this bill. Mobile home court owners want to control their courts and residents want to control how they live in the courts. When a mobile home owner rents a space from a court owner they don't just rent a piece of land. Typically, they rent water systems, sewer systems, streets, common areas, recreation areas, storage space, and other services.

Cindy Moree said Montana provides for an ombudsman position with similar duties for the 8,000 people who reside in nursing homes. It is not unreasonable to want the same sort of service for a population more than 10 times as large. She said she was convinced this bill will help both sides in any mobile home court dispute. **EXHIBIT 15**

Opponents' Testimony:

Stuart Doggett, Manufactured Housing and RV Dealers Association said the definition in the bill for manufactured housing is vague and not the standard definition. They also object to the manufactured housing hearing board that specifically excludes knowledgeable people from the industry. This board would fail to include at least a representative who has watched the industry evolve and understands how the homes are built. There are many interpretations and needs for this bill.

Greg VanHorssen, Montana Housing Providers said the people he represents are 1100 in number. Many of the mobile home spaces referred to are owned by the people he represents. **REP. ELLINGSON** has been polite and cordial in conversations on this legislation and these conversations have been productive. "We simply cannot agree on everything on this bill." An ombudsman is not going to add any new level of knowledge or expertise.

Dan McLean, Hopeland's Holding Company said he concurred with **Mr. VanHorssen's** testimony and added also that one person would hear over 800 cases for just two counties on negotiations.

Mary McCue said she shared the opposition of previous speakers. During the course of discussions with the other opponents and proponents which was held in the Department of Commerce, tenants stated they were not adequately represented when they having to go to justice court. The Pro Bono Coordinator was contacted to acquire some of the resources of that office. That office had indicated they were already dealing with these issues.

Lance Clark, Montana Association of Realtors said he concurred with the comments previously given.

Ed McHugh said he had not been in district court for the past 25 years in regard to tenant/landlord conditions.

Stan Clothier, Montana Landlords Association said there are 75 mobile home parks. They are working on a series of provisions for the rules.

Brad Hall opposed this bill.

Cecil Augurn opposed this bill.

Informational Testimony:

Ardee Weiss EXHIBIT 16

Questions From Committee Members and Responses:

REP. ELLIS asked about an informal hearing process. REP. ELLINGSON said no. One of the features that is in common with this proposal and other alternate dispute resolution modes is that they do not need to abide by the strict rules of evidence in the presentation. It can be a much more informal presentation.

REP. SLITER questioned sub-section (3) and (4). Steven Maly explained the section.

REP. EWER questioned the mandatory settlement matter which is in the law. Mr. Clothier said many district courts, because of the court load have instituted a court policy of mandatory settlement matters in civil cases.

TAPE 2, SIDE B

Closing by Sponsor:

The sponsor closed.

CHAIRMAN SIMON requested the chair be relinquished to REP. MILLS.

EXECUTIVE ACTION ON HB 272

Motion: REP. ELLIS MOVED HB 272 DO PASS. REP. ELLIS MOVED THE AMENDMENTS ON HB 272.

Discussion:

REP. PAVLOVICH stated he wished the bill's action be delayed.

VICE-CHAIRMAN MILLS relinquished the chair back to REP. SIMON.

CHAIRMAN SIMON stated action would be delayed on this bill.

EXECUTIVE ACTION ON HB 234

CHAIRMAN SIMON said he had been made aware that some of the members of the committee felt that the questioning of witnesses was strong. He spoke with Mr. Cadby and inquired if he felt that in any way he was abusive and he assured the chairman they did not view it that way. He said he had offered to apologize to Mr. Bennett if they felt that was the case, but Mr. Cadby said no apology was necessary but he did admit to having strong feelings about this legislation and intends to offer an amendment on this bill.

CHAIRMAN SIMON relinquished the chair back to REP. MILLS.

Motion: REP. ELLIS MOVED HB 234 DO PASS. REP. SIMON MOVED THE SIMON AMENDMENTS ON HB 234. EXHIBIT 17

Discussion:

REP. SIMON then explained the Simon amendments.

Motion: REP. ELLIS MOVED THE CADBY AMENDMENT. EXHIBIT 18

Discussion:

REP. EWER questioned if REP. SIMON would withdraw his request for the amendment and said he, too, felt strongly about this bill and does not support it. Perhaps there could be a Do Pass without the amendments and then if that fails then the introduction of the Simon amendment would be appropriate.

REP. BARNETT said he wondered if all of the previous oral and written representations are void. What if there is an ongoing situation with a bank which has entered into a written agreement or some other phases or loans prior to this time. Does this mean these transactions do not apply now?

REP. SIMON said he intended this to be specific for the particular transaction for which the customer was signing the documentation and would not affect any other loans or agreements which might be. They would merely be effective with regard to the particular transaction they were about to enter into.

REP. BARNETT said he could see some difficulty coming from the standpoint from all previous written representation. If a person has not entered into a written agreement then it does not apply to the loan which the borrower is trying to secure. It could make reference back to some other things which had been signed.

REP. SIMON said REP. EWER wanted to make a Do Not Pass motion. If he wishes to make a Do Not Pass and wishes the withdrawal of this amendment REP. SIMON indicated he would not have an objection in doing so.

REP. HERRON said he disagrees with this because there is a need for this legislation. This bill does need clarification however.

REP. ELLIS said he had problems with REP. SIMON'S amendment. There will be cases where someone has a loan agreement with the bank and these loans should be in writing. He said he did not understand how the courts and juries have allowed the tort system to circumvent written documents. Statutes say they should prevail.

Motion: REP. EWER MADE A SUBSTITUTE MOTION ON HB 234 DO NOT PASS.

Discussion:

REP. SLITER said he wanted to speak against the Do Not Pass motion. There is the opportunity to do something good here. The bill does need an amendment but if there is not the opportunity to discuss the amendment there is nothing gained.

REP. BARNETT opposed the Do Not Pass motion. For his protection he wants transactions done in writing.

REP. PAVLOVICH said the bill would be back in the next session if something was not done by this committee.

REP. HERRON said he opposed the Do Not Pass motion.

REP. EWER said he was going to speak in favor of his motion. He said he was in the lending business in the Board of Investments. There is a lot more to the relationship of commercial lenders. There is something more than an impartial relationship.

REP. DEVANEY stated that in regard to the conversations between borrowers and lenders, any commercial bank has strict requirements upon the lending authority of each of the officers. The officer does not have the authority to grant a loan nor change the terms nor make any changes in a loan arrangement that is above his authority and has been by a loan committee somewhere else.

REP. SIMON said when dealing with a financial institution that it is incumbent upon both sides to have everything in writing. That is in today's society, in the best interest of both parties. He said he would encourage both parties to do exactly that. He said he was victimized by a bank in 1985 which put 50 people out of work. A store was closed that had been in existence for 70 years. Part of that was because of the actions that bank officers took. If this bill passes there will be no constraint on what officers in a bank can say. They can tell a person not to worry about the documentation. They can give verbal assurances that improve your comfort level to sign the document and, in turn, the borrower finds out it did not mean anything. What is to stop those officers from saying things that they later back out on? Certainly, all of the documentation should be in writing. The loan officers are very good at making sure they do not say the wrong things. They do say the wrong things. It is hard to sue over oral representation but occasionally they do. If this bill passes there will be none. There will be no basis whatsoever to make that kind of a claim. The bank will have complete immunity from lawsuit for whatever their officers say unless it goes to the highest level which is actual fraud.

REP. ELLIS said this bill does not give them immunity from fraud. They can still be prosecuted.

REP. COCCHIARELLA said the individual needs to be the expert or have the advice of attorneys. This is a bill that confirms that banks don't lie and consumers do.

Vote: Roll call vote was taken the motion failed 7-11 with REPS. SIMON, COCCHIARELLA, ELLINGSON, EWER, LARSON, OHS and TUSS voting yes.

Vote: Motion carried 18-0 on the Simon amendment with the changes.

Motion: REP. HERRON PROPOSED AN AMENDMENT ON PAGE 2, LINE 18 TO READ FROM \$25,000 TO \$75,000.

Discussion:

REP. SLITER said he opposed the Herron amendment.

REP. COCCHIARELLA said this was an anti-consumer amendment.

REP. ELLINGSON stated these bank documents should be taken to an attorney.

REP. EWER said if this amendment passes he will vote for the bill. As the bill stands now, the banker holds most of the cards.

REP. SLITER asked if the top end of another bill was set at \$35,000.

REP. MILLS said that was correct.

Motion: REP. SLITER OFFERED A SUBSTITUTE AMENDMENT TO REP. HERRON'S AMENDMENT TO READ \$35,000. The substitute motion was withdrawn.

Discussion:

REP. ELLIS said there was some merit in raising the amount of the figure.

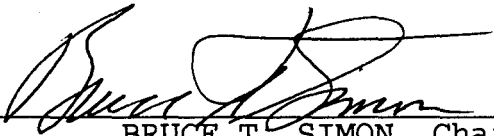
Vote: Motion to adopt the Herron amendment carried 13-5 with REPS. DEVANEY, FORBES, MCKEE, KEENAN and SLITER voting no.

Motion/Vote: REP. SIMON MOVED THE SIMON AMENDMENT. He would, however, strike the words "and written" in the first part. Motion carried 18-0.

Motion/Vote: REP. EWER MOVED HB 234 DO PASS AS AMENDED. Motion carried 13-5 with REPS. SIMON, COCCHIARELLA, ELLINGSON, OHS and TUSS voting no.

ADJOURNMENT

Adjournment: 12:00 PM.



BRUCE T. SIMON, Chairman



ALBERTA STRACHAN, Secretary

BTS/ajs

HOUSE OF REPRESENTATIVES
BUSINESS AND LABOR COMMITTEE

ROLL CALL

DATE 2-1-95

NAME	PRESENT	ABSENT	EXCUSED
Rep. Bruce Simon, Chairman	X		
Rep. Norm Mills, Vice Chair, Maj.	X		
Rep. Bob Pavlovich, Vice Chair, Min.	X		
Rep. Joe Barnett	X		
Rep. Vicki Cocchiarella	X		
Rep. Charles Devaney	X		
Rep. Jon Ellingson	X		
Rep. Alvin Ellis, Jr.	X		
Rep. David Ewer	X		
Rep. Rose Forbes	X		
Rep. Jack Herron	X		
Rep. Bob Keenan	X		✓
Rep. Don Larson	X		
Rep. Rod Marshall	X		
Rep. Jeanette McKee	X		
Rep. Karl Ohs	X		
Rep. Paul Sliter	X		
Rep. Carley Tuss	X		



HOUSE STANDING COMMITTEE REPORT

February 1, 1995

Page 1 of 2

Mr. Speaker: We, the committee on Business and Labor report that House Bill 234 (first reading copy -- white) do pass as amended.

Signed: _____

Bruce Simon
Bruce Simon, Chair

And, that such amendments read:

1. Title, line 5.
Following: first ";"
Insert: "PROVIDING A DUTY TO INFORM;"
2. Page 2, line 18.
Following: "than"
Strike: "\$25,000"
Insert: "\$75,000"
3. Page 2, line 22.
Strike: "or"
4. Page 2, line 23.
Strike: "."
5. Page 2, following line 23.
Insert: "(f) any case in which the party to be charged or the party's agent has failed to inform the person seeking to maintain the action or defense as required in [section 3]."
6. Page 2, line 26.

2-1

mu

Committee Vote:

Yes 1, No 0.

271427SC.Hbk

February 1, 1995

Page 2 of 2

Insert: "NEW SECTION. **Section 3. Duty to inform.** In a transaction involving a loan or credit agreement, the person providing the loan or credit shall inform the borrower orally and in writing prior to obtaining the borrower's signature on an agreement that all previous oral representations are void."

7. Page 2, line 27.

Strike: "[Section 2] is"

Insert: "[Sections 2 and 3] are"

8. Page 2, line 29.

Strike: "[section 2]"

Insert: "[sections 2 and 3]"

-END-

Amendments to House Bill No. 272
First Reading Copy

Requested by Representative Stovall
For the House Business and Labor Committee

Prepared by Eddye McClure
January 31, 1995

1. Title, line 4.
Following: "LABOR LAWS"
Strike: "AND TAX LAWS"

2. Title, line 6.
Strike: "15-30-111, 15-30-201,"
Following: "39-3-201"
Strike: ", "

3. Page 1, line 25.
Following: "tips"
Strike: ", "
Following: "and"
Insert: "and"
Strike: ", or service charges"
Insert: "that are"
Following: "3402(k)"
Insert: " and service charges that are covered by section 3401"

4. Page 2, lines 23 and 24.
Following: "tips"
Strike: ", ""
Insert: "or"
Following: "gratuities"
Strike: ", or service charges"
Insert: "that are"
Following: "3402(k)"
Insert: "or service charges that are covered by section 3401"

5. Page 3, line 1 through page 7, line 8.
Strike: Sections 3 and 4 in their entirety
Re-number: subsequent section

HB 272

Joy Erickson's Testimony

Mr. Chairman and members of the committee

For the record, my name is Joy Erickson. I am a banquet waitress at the Billings Holiday Inn. As you have been made aware, my wages were cut in half by the Holiday Inn's decision to keep the service charge that had previously gone to the employees. You may feel that some of the wages were high, however, when we received the tips as banquet servers, we were on call seven days a week and work many split shifts. Rarely did I work at all in January, July or August and I never made more than \$5,000 in a year. Sometimes I would be required to be at work at 5am for a breakfast, clock out with enough time to make the 45 mile round trip home to check on cows and calves, return to work at 10am to serve lunch, then clock out again after lunch and make another round trip home, check on cattle and kids who are by then home from school, then possibly returning again to work and serve dinner until 10 p.m. or so. Other times I would be on call and never work at all.

My job is what is helping my family survive on our ranch. Because of my lower pay, I've been forced to work more hours and therefore compromising the care of my family and out livestock.

Many times when we present a ticket to a guest at the end of a meal, the person in charge of the party will ask "so this is your tip?" It's difficult for me to explain to them the situation without being reprimanded by my employer. Any percentage that is added to a meal is believed by the customer to be a tip, going to the server. The terms tip, gratuity and service charge are used interchangeably and are also believed by the customer to be the same thing.

As a ranch owner and a member of the National Federation of Independent Businesses, I understand the need for an employer to make a profit, however, I do not understand why they need to do it by means of unfair business practices and THAT is truly what this is.

I urge you to support House Bill 272. I will be available to answer any questions that you may have.

Thank you.

January 31, 1995

To Whom it May Concern:

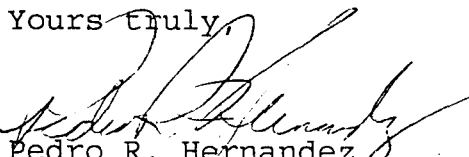
The Montana Magistrate Association Fall Conference for 1993 was held at the Holiday Inn, Billings Plaza, October 25th - 29th.

I made the necessary arrangements with the Holiday Inn for a banquet to be held October 27, 1993. I was given dinner prices and they told me there was a surcharge and it would be gratuity for persons handling the banquet. I discovered later that was not so. I argued at the initial time that it was not proper, but we could not go anywhere else as we had committed already.

I believe the surcharge was an improper fee on top of prices given to me for the banquet. I believe this is a misrepresentation of what the surcharge is for and the rightful people aren't receiving it.

Further, I believe it is an illegal charge to supplement management.

Yours truly,


Pedro R. Hernandez
Justice of the Peace
Yellowstone County, Montana

PRH:lr

FILE # 1509

PLEASE SIGN AND RETURN
 John Q. Hammons Hotels, Inc.
HOLIDAY INN BILLINGS PLAZA
 CATERING DEPARTMENT RESERVATION

EXHIBIT 7
 DATE 2-1-95
 HB 272 DATE 7/14/93
 DEF
 FAX:

DAY Friday DATE July 23, 1993
 ORGANIZATION Chevrolet Motor Division IN CHARGE Jerry Cook
 ADDRESS 2220 St. Johns #A-14, Billings, MT 59102 PHONE: 652-0978
 METHOD OF PAYMENT DIRECT BILL HOME:

COCKTAILS
 TIME 6:30 PRICE NUMBER ROOM
 SPECIAL REMARKS Cocktail Waitress HOSTED X NO HOST

MEAL \$19.75 + 16%
 TIME 7:00PM PRICE SERVICE CHG Ea. NUMBER STD 12-14 ROOM Lewis & Clark
 MEALS LESS THAN 15 PEOPLE SUBJECT TO ROOM RENTAL CHARGE

SPECIAL REMARKS SET

MEETING
 ARRIVAL TIME TO NUMBER ROOM
 SPECIAL REMARKS ROOM RENTAL \$25.00 Setup Charge

COFFEE SET-UP
 TIME AM
 PM
 Bar Requirements

DINNER:

Ceasar Salad
 Steak N' Shrimp
 Baked Potato
 Rolls & Butter
 Dessert-Cheese cake w/strawberry topping
 Coffee, Tea or Decaf

16% Service Charge

Special Set-up Instructions and
 Special Audio Visual Equipment Requested

AWARDS DINNER:

Round tables
 Standing lectern
 1-8ft awards table

FINAL GUARANTEE TO BE GIVEN
48 HOURS PRIOR TO FUNCTION

CLIENT WILL BE BILLED FOR FINAL GUARANTEE IF A LESSER NUMBER OF PEOPLE
 ATTEND.
 WEEKEND FUNCTIONS MUST TURN FINAL GUARANTEE IN BY THURSDAY.
 MONDAY AND TUESDAY FUNCTIONS IN BY FRIDAY

CANCELLATION POLICY
 I have read the above contract and the Hotel's Catering Policies and Procedures printed on the
 reverse side and agree to the terms and conditions. This booking will remain tentative, subject to
 cancellation by the Hotel, until this contract is signed and received by the Hotel prior to the function.

HOTEL POLICIES (SEE REVERSE SIDE)

AT THE HOTEL'S DISCRETION.
WE RESERVE THE RIGHT TO REASSIGN
THE ABOVE ALLOCATED SPACE.

SIGNATURE/TITLE DATE

HOTEL POLICIES

The Hotel's Catering Department requires a guaranteed attendance count 48 hours prior to the date of the function. Charges will be based on no less than 100% of the guaranteed number. The Hotel will be prepared to serve 5% more than the guaranteed number up to 15 plates. Weekend functions must turn in final guarantees by Thursday at 5:00 P.M. If there are 2 menu items selected, both will be priced at the higher price. Exact guarantee required on multiple menu selections.

2. Meal functions of less than 15 people in a private banquet room, are subject to a room rental charge.
3. A 16% gratuity is added to the total bill for all food and coffee breaks; and a 16% gratuity is added to the total bill for all hosted liquor.
4. Payment in full is required upon completion for all catering functions unless prior credit arrangements have been established with the Hotel.
5. A deposit is required for all catering functions unless prior credit/payment arrangements have been established with the Hotel.
6. If a function must be cancelled, the deposit will be refunded in full if the Hotel has received notification of the cancellation at least 30 days prior to the function. (Refunds for cancellations of major Christmas parties, etc. are at the discretion of the Hotel). It will be at the discretion of the Hotel whether to refund a deposit if cancellation notification is received less than 30 days prior to the scheduled function.
7. All banquet checks must be signed by the person in charge or a designated representative at the completion. Any discrepancies in counts or charges should be identified and resolved at that time.
8. Final menu selections must be submitted two (2) weeks prior to the function to insure the availability of the desired menu items.
9. No food or beverage of any kind will be permitted to be brought into any banquet/meeting rooms by any guest.
10. A cash bar exists when the guest purchases drinks individually. There is no bartender fee when liquor sales total over \$75.00 per bar. If the \$75.00 minimum is not met, there will be an additional \$30.00 fee per bartender.
11. Function guests will be admitted to the banquet room and expected to depart at the times stated in this catering contract, unless otherwise approved by the General Manager.
12. The Hotel may request that the customer obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the Hotel.
13. The customer is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from the Hotel. The Hotel must be notified in advance of shipping arrangements to insure proper acceptance of these items upon arrival at the Hotel.
14. The Hotel is not responsible for damage to or loss of any items left in the Hotel prior to or following any function.
15. The Hotel reserves the right to move functions to other banquet/meeting rooms other than those appearing on the catering contract without prior notification.
16. The customer is responsible and shall reimburse the Hotel for any damage, loss, or liability incurred to the Hotel by any of the Customer's guests or any persons or organizations contracted by the customer to provide any services or goods before, during, and after the function.
17. Any items to be put on any meeting room or lobby walls, or any directional signs, must be approved by the Hotel.
18. The Hotel shall not be liable for non-performance of this contract when such non-performance attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restrictions upon travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Hotel, preventing or interfering with the Hotel's performance.
19. Any newspaper advertisements must be approved by the Hotel.

FILE # 6002

PLEASE SIGN AND RETURN

John Q. Hammons Hotels, Inc.

HOLIDAY INN BILLINGS PLAZA

CATERING DEPARTMENT RESERVATION

EXHIBIT CL
 DATE 2-1-95
 HB 272 DATE 7/21/93
 DEF /
 FAX: _____

DAY Thursday DATE July 22, 1993

ORGANIZATION Fellowship of Grace Brethren Churches IN CHARGE Greg Weimer

ADDRESS P.O. Box 386, Lake Winona, ID 46590 PHONE: _____

METHOD OF PAYMENT Direct Bill HOME: _____

COCKTAILS

TIME _____ PRICE _____ NUMBER _____ ROOM _____

SPECIAL REMARKS _____ HOSTED _____ NO HOST _____

MEAL \$8.95 + 16%
 TIME 6:30PM PRICE Service Chg. Ea. NUMBER GTD 70 ROOM Poolside Terr.

MEALS LESS THAN 15 PEOPLE SUBJECT TO ROOM RENTAL CHARGE

SPECIAL REMARKS _____ SET _____

MEETING

ARRIVAL TIME _____ TO 8:00PM NUMBER 70 ROOM Poolside Terr.

SPECIAL REMARKS _____ ROOM RENTAL _____

COFFEE SET-UP

TIME _____ AM

_____ PM

Bar Requirements

m B kn

MENU

FOREIGN MISSIONS:

DINNER:

Tossed Salad
 Twin Chicken Cordon Bleu
 Rice
 Hot Vegetable
 Rolls & Butter

Dessert

Coffee, Tea, Decaf

**Special Set-up Instructions and
 Special Audio Visual Equipment Requested**

Missionary Staff
 Round tables of 8

**FINAL GUARANTEE TO BE GIVEN
 48 HOURS PRIOR TO FUNCTION**

IT WILL BE BILLED FOR FINAL GUARANTEE IF A LESSER NUMBER OF PEOPLE ATTEND.

WEEKEND FUNCTIONS MUST TURN FINAL GUARANTEE IN BY THURSDAY.
 MONDAY AND TUESDAY FUNCTIONS IN BY FRIDAY

CANCELLATION POLICY

I have read the above contract and the Hotel's Catering Policies and Procedures printed on the reverse side and agree to the terms and conditions. This booking will remain tentative, subject to cancellation by the Hotel, until this contract is signed and received by the Hotel prior to the function.

HOTEL POLICIES (SEE REVERSE SIDE)

**AT THE HOTEL'S DISCRETION
 WE RESERVE THE RIGHT TO REASSIGN
 THE ABOVE ALLOCATED SPACE.**

SIGNATURE/TITLE _____ DATE _____

FILE: 1297-18

PLEASE SIGN AND RETURN
JOHN Q. HAMMONS HOTEL, INC.
HOLIDAY INN BILLINGS PLAZA
CATERING DEPARTMENT RESERVATION

DATE 2-1-95

DATE: 1/13/95

NAME: Veronica

DAY Sunday DATE January 29, 1995 IN CHARGE: Verba Valentine
ORGANIZATION Billings Market Assn. PHONE: 652-6132
ADDRESS P O Box 80145, Billings, MT 59108-0145 FAX:
METHOD OF PAYMENT DIRECT BILL HOME:

COCKTAILS

TIME 6:00PM PRICE Host/Cash NUMBER 500 ROOM Atrium/Bourbon St
SPECIAL REMARKS

MEAL

TIME 6:30PM PRICE \$12.95 + NUMBER 500 ROOM Atrium
SPECIAL REMARKS 18%

MEETING

TIME 7:30AM TO NUMBER 100 ROOM Atrium Terrace
SPECIAL REMARKS ROOM RENTAL

COFFEE SETUP

TIME AM

PM

BAR REQUIREMENTS

HIBP to host 1 drink per Person
Beer @ \$2.25, Wine @ \$2.25, Well
@ \$2.25, Call @ \$2.75

MENU

HORS D'OEUVRES BUFFET:

CARVED ITEMS:

Smoked Baron of Beef
Smoked Breast of Turkey w/ Honey
Dijon Sauce.
Served with Rolls & Condiments

HOT ITEMS:

Grilled Chicken on Stick
Egg Rolls with Sweet & Sour & Hot
Mustard
Tempura Vegetables with a ginger shoyu
dipping sauce.
Finger Steaks

COLD ITEMS:

Buffalo wings accompanied by carrot &
Celery sticks. Served with blue cheese
dressing.
Fruit & Cheese platter with Crackers
Vegetable Tray with Roasted Red Pepper
& Creamy garlic dipping sauces

DESSERTS:

Asst. Chocolate cups filled with
seasonal fruits & mousse
Cheesecake Coupe

FINAL GUARANTEE TO BE GIVEN
48 HOURS PRIOR TO FUNCTION

CLIENT WILL BE BILLED FOR FINAL GUARANTEE IF A LESSER NUMBER OF
PEOPLE ATTEND. WEEKEND FUNCTIONS MUST TURN FINAL GUARANTEE IN BY
THURSDAY. MONDAY & TUESDAY FUNCTIONS IN BY FRIDAY.

CANCELLATION POLICY

I have read the above contract and the hotel's catering policies
and procedures on the reverse side and agree to the terms and
conditions. This booking will remain tentative, subject to
cancellation by the Hotel, until this contract is signed and
received by the Hotel prior to the function.

SET-UP REQUIREMENTS

SEE DIAGRAM
Riser over Waterfall
18'x18' Dance Floor
15 Rounds

NOTE: Rear projection TV in Lobby
for Superbowl.

Block all entrances except for ramp.

ENTERTAINMENT: Band
7:30PM-10:00PM

AT THE HOTEL'S DISCRETION
WE RESERVE THE RIGHT TO REASSIGN
THE ABOVE ALLOCATED SPACE.

SIGNATURE/TITLE: _____

DATE: _____

5500 MIDLAND RD
BILLINGS, MT 59101

PLEASE SIGN AND RETURN

PHONE: (406) 248-7701
FAX: (406) 248-8954

LABOR AGREEMENT

BETWEEN

THE BEST WESTERN HERITAGE INN

AND

THE HOTEL, MOTEL, RESTAURANT AND
TAVERN EMPLOYEES UNION,
LOCAL NO. 101

TERM: SEPTEMBER 16, 1994 TO SEPTEMBER 15, 1997

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V	HOURS OF WORK AND OVERTIME	3
VI	WAGES	4
VII	HOLIDAYS	5
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IX	SICK LEAVE	6
X	MEALS	6
XI	HEALTH AND WELFARE	7
XII	UNIFORMS	7
XIII	INJURY ON DUTY	7

ARTICLE	TITLE OR SUBJECT	PAGE
XIV	EXAMINATION OF RECORDS	7
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XVI	MATERNITY LEAVE	8
XVII	SENIORITY AND DISCHARGE	9
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ARTICLE XVIII

BUSINESS AGENT

The Employer agrees that an authorized representative of the Union shall be permitted to make reasonable visits with members of the Union during business hours at their place of employment. The authorized representative of the Union shall also be permitted to interview employees concerning grievances and to ascertain whether or not the terms of the Agreement are being followed. The Union representative shall notify the General Manager or Assistant General Manager of their presence on the premises. The Union representative shall not interfere with the normal work of any employee.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

(A) The Employer agrees to keep a copy of this Agreement posted at a place adjacent to the work area in each department of the employees covered by this Agreement.

(B) The Union House Card is, and shall remain the property of the Union, and shall be surrendered by the Employer on demand.

(C) Tips and gratuities are the property of the employee and form no part of their compensation, and are to be retained by them. Employees shall not be required to pool tips and gratuities received, with the exception of Banquet employees. Tips paid on a bill by a host of a banquet or other catering functions shall be divided by the Employer among the Banquet employees involved in each banquet or catering function according to the current formula used in the division of tips, a copy of which shall be provided to the Union.

(D) Contributions and collections for charitable purposes shall be handled on a voluntary basis and no deduction from wages shall be taken from the employee's pay.

(E) An employee shall not be charged for breakage so long as such breakage is not the result of extreme carelessness or maliciousness; or for overcharging or undercharging a customer or for a customer's walking out of the establishment without paying his or her bill, so long as the employee exercises reasonable care to prevent such incidents.

(F) Employees shall not be personally responsible for errors when cashing checks unless they violate specific written orders from the Employer regarding the procedures of cashing checks, guest charges and credit card procedures and foreign exchange.

(G) Each employee shall be permitted a ten (10) minute rest period during each four (4) hours worked. Rest periods shall be uninterrupted, except in case of emergency, and shall not be taken in conjunction with a lunch break unless mutually agreed to by the Employer and employee.

LABOR AGREEMENT

Between

HOTEL EMPLOYEES & RESTAURANT EMPLOYEES LOCAL 457

and

BUTANA CORPORATION dba COPPER KING INN
(CULINARY DIVISION)

Term: JUNE 15, 1993 to JUNE 14, 1995

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(G) Tips paid on a bill by the host of a banquet or formal party shall be divided by the Employer among the personnel involved in the direct preparation or services provided for each party or banquet, on the basis of thirty-five (35%) percent to all kitchen personnel directly involved in the preparation or service, and sixty-five (65%) percent to the remainder of the involved personnel.

(H) All regular employees who have been on the payroll for one (1) year or more shall be entitled to three (3) unpaid personal days per year. A request for an unpaid personal day shall be made at least seven (7) days in advance. It shall not be granted for holidays or special events unless the Employer so stipulates. Granting the request is subject to the sole discretion of the Employer. Denial of a request shall not be subject to the grievance or arbitration provisions of this agreement.

ARTICLE XVIII

CONTRACT MINIMUMS

No present employee shall suffer a reduction in hourly or daily rate of pay or a loss of any fringe benefits presently enjoyed due to the signing or operation of this Agreement. Nothing herein shall be construed to prevent the payment of wages in excess of the minimum wage scale as set forth in Article V and Appendix "A," it being understood that the Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE XIX

NO STRIKE - NO LOCKOUT

(A) The Union agrees that it will not authorize, encourage, engage or participate in any strikes, slowdowns, work stoppages or picketing, nor will the Employer engage in any lockout of employees during the life of this Agreement, or any renewal hereof; it being understood, however, that if the provisions of Article XXIX (Term of Agreement) of this Agreement are complied with by either party and the parties are unable to agree on the terms of any renewal, then and only in that event, the Union shall have the right to engage in a lawful strike or the Employer may engage in any lawful action.

(B) In the event of the violation of the provisions of this section, the Union will promptly order its members to return to work and if the Union does so, the Employer will not hold the Union

LABOR AGREEMENT
BETWEEN
HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 457
AND
FAIRMONT HOT SPRINGS RESORT, CULINARY DIVISION
TERM: JANUARY 16, 1995 TO JANUARY 15, 1997

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XVI	NO STRIKE, NO LOCKOUT	17
XVII	PAST PRACTICES	17
XVIII	DUTY TO BARGAIN	18

(E) The Employer agrees to display the Union's House Card in a conspicuous place, such card to be and remain the property of the Union, subject to recall on demand.

(F) The parties agree and recognize that Federal and State laws, and Employer Affirmative Action programs may conflict with provisions of this contract. Where such conflict exists, such laws and programs shall supersede and prevail.

(G) Tips paid on a bill by the host of a banquet or formal party shall be divided by the Employer among the personnel involved in the direct preparation or services provided for each party or banquet, on the basis of twenty-five percent (25%) to all kitchen personnel directly involved in the preparation and service and seventy-five (75%) percent to the remainder of the personnel.

(H) All regular employees who have been on the payroll for one (1) year or more shall be entitled to three (3) unpaid personal days per year. A request for an unpaid personal day shall be made at least seven (7) days in advance. It shall not be granted for holidays or special events unless the Employer so stipulates. Granting the request is subject to the sole discretion of the Employer. Denial of a request shall not be subject to the grievance or arbitration provisions of this Agreement.

(F) The Employer agrees to assigned Banquet shifts to waitstaff in a fair manner. If members are not satisfied with this agreement, the Employer and the Union have agreed to open for negotiations in one (1) year from the effective date of January 16, 1995, to discuss Banquet shifts only.

ARTICLE XV

CONTRACT MINIMUMS

No present employee shall suffer a reduction in hourly or daily rate of pay or a loss of any fringe benefits presently enjoyed due to the signing or operation of this Agreement. Nothing herein shall be construed to prevent the payment of wages in excess of the minimum scale as set forth in this Agreement, it being understood that the Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

10
Informant
testimony

✓ Billings Petroleum Club

EXHIBIT 10
DATE 2-1-95
HB 272

Billings Sheraton

Billings Holiday Inn

Livingston Caterer / Jewel's Catering

Farmment skins 5% off the Tips

NOT GETTING TIPS

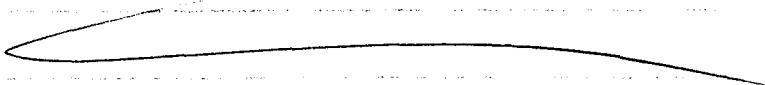
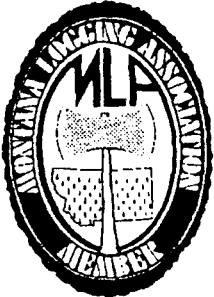
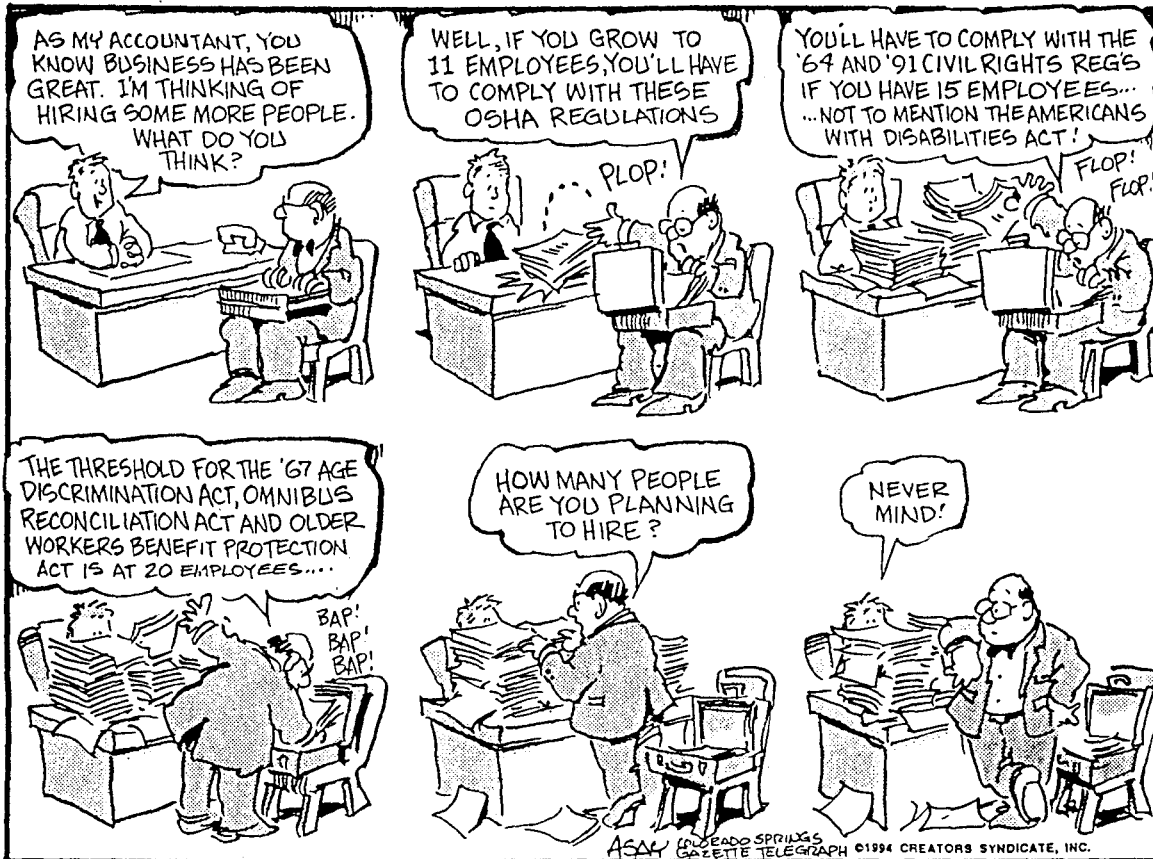


EXHIBIT 11DATE 2-1-95HB 272

MONTANA LOGGER

JANUARY 1995

The official publication of the Montana Logging Association -- Keith L. Olson, Editor / Plagiarist



MLA Services, Inc.
P.O. Box 1716
Kalispell, MT 59901
Phone: (406) 752-3168
Fax: (406) 756-9574

Address Correction Req.

MARJORIE FISHER
STATE REPRESENTATIVE
CAPITOL STATION
HELENA MT 59620

WULK RATE
3 POSTAGE
PAID
RMIT NO. 48
LISPELL, MT
59904

House Business And Labor Committee - February 1, 1995

I. State Fund respectfully requests that the committee oppose HB344 to eliminate the minimum premium charged by the State Fund for the following reasons:.

- o We do not agree with the current method of calculating the minimum premium and are addressing this problem more comprehensively in a bill which Senator Harp will be sponsoring. In this Bill the State Fund would be assessing a policy fee to all employers, not just small businesses, for the cost of administering a policy. This concept is more contemporary and fair, yet it still provides for appropriate coverage of the risk.**
- o Eliminating the minimum premium as proposed in this Bill, which is currently \$194 per year, further worsens for the State Fund an already unprofitable situation on a 5 years basis, with these small businesses. We must insure them by statute. The potential risk far exceeds the amount of risk covered by the calculated premium.**
- o For example, a broken arm may cost the Fund \$2,000 in lost wage reimbursement plus medical costs. The \$194 annual minimum premium currently charged does not even come close to handling this single loss.**
- o More specifically, to use a real life example, for State Fund FY's 90-94, if minimum premium were eliminated for those small businesses that paid it, we estimate we would have received \$1,485,000 in manual premium, that is payroll for those employers that had payroll times the rate. The discounted and developed losses for these same employers is estimated at \$4,795,000. This is a combined ratio of 323 or for every dollar we collected, we paid out \$3.23.**
- o Further, even with the annual minimum premium of \$194, FY's 90-94 were not overall profitable and did not contribute to**

- o Basically, the Montana State Fund is only charging the equivalent of an expense constant and is not receiving adequate compensation now for the risk being assumed on very small businesses.**
- o The administration of policy services is substantial. In FY 94, we cancelled 2200 policies, provided 30 day notices to 7898 policyholders and reinstated without lapse 517 policies. This activity is substantially greater this year in view of the transition to our new premium payment policy. We want our employees to be working on streamlining operations so we can focus on real customer concerns.**
- o To put the current minimum premium in perspective, we do not believe it is deterring existing businesses from expansion and the hiring of additional employees. Utilizing a low premium rate industry, such as an office with a clerical operation, would usually allow for 2 employees at the 57 cents per hundred dollars of payroll in Montana. If that employer expands to 3 employees, his risk premium would be approximately \$257 due to payroll times rate and not the minimum premium. On a higher rated industry, with one employee earning \$14,000 per year and a rate of \$6.00 per hundred of payroll, the minimum premium does not even come into play.**
- o It is the high rates and high benefit levels in Montana that we really need to focus our attention on not the \$194 currently charged to secure WC coverage for small business. As in the prior example, 2 clerical employees currently can be insured for on the job injury (wage loss and unlimited medical, unlike health coverage), all within the minimum annual premium. It is a good deal and our charge is currently the among the lowest for other State Funds and certainly among the private insurance industry.**
- o Senator Harp's Bill will provide for a policy charge to all policyholders to cover the cost of administering a policy, not**

Amendments to House Bill No. 269
First Reading Copy

Requested by Rep. Jon Ellingson
For the Committee on Business and Labor

Prepared by Stephen Maly
January 31, 1995

1. Title, lines 4 through 7.
Following: "OMBUDSMAN" on line 4
Strike: "AND HEARING BOARD"
Following: "OMBUDSMAN" on lines 5, 6, and 7
Strike: "AND BOARD"
2. Page 1, line 12.
Following: "Ombudsman"
Strike: "and Hearing Board"
3. Page 1, line 18.
Following: "ombudsman"
Strike: "and a hearing board"
4. Page 1, line 25.
Strike: subsection (1) in its entirety
Renumber: subsequent subsections
5. Page 2, lines 8 through 22.
Strike: section 4 in its entirety
6. Page 2, line 26.
Following: "by the"
Strike: "board"
Insert: "governor"
Strike: the remainder of line 26 and "in Montana." on line 27
7. Page 3, line 10.
Strike: "board"
Insert: "justice court or district court"
Following: "ombudsman,"
Strike: "a proposed rent increase,"
Insert: "a"
Following: "rule"
Strike: ", "

8. Page 3, lines 14 through 17.
Following: "appealed." on line 14
Strike: remainder of line 14 through line 17
Renumber: subsequent subsections
9. Page 3, line 24.
Strike: "least 48 hours prior to"
Insert: "the time of"
10. Page 3, line 25.
Following: "owner"
Strike: "least 48 hours prior to"
Insert: "the time of"
11. Page 4, line 23.
Following: "appealed to the"
Strike: "board"
Insert: "justice court or the district court"
12. Page 4, line 24.
Following: "ombudsman to the"
Strike: "board"
Insert: "court"
13. Page 4, following line 25.
Insert: "(8) A complaint concerning any matter provided for in
section 5(2) of this act may not be filed with a justice
court or a district court until the procedures in this
section have been followed."
14. Page 4, line 27 through line 4 on page 5.
Strike: section 7 in its entirety
Renumber: subsequent sections
15. Page 5, lines 6 through 23.
Strike: section 8 and section 9 in their entirety
16. Page 6, line 5.
Following: "fee of"
Strike: "\$1"
Insert: "\$5"

THE GROWTH OF MOBILE HOME OWNERSHIP IN MONTANA AND ATTENDANT PROBLEMS

Prepared by Montana People's Action

INTRODUCTION

A decline in the real purchasing power of Montana families, in conjunction with a significant increase in the cost of housing in the Treasure State - brought on in no small part by a new wave of immigrants looking to live in the "last best place" - has caused a dramatic increase in the number of Montanans living in mobile homes over the last decade.

In fact, according to the 1990 U.S. Census, *the increase in the number of mobile homes in Montana over the last ten years is equal to 79% of the overall increase in the total number of occupied housing units in the state.*

Table

Increase in Number of Total Occupied Housing Units,
Mobile Homes, Montana

	<u>1980</u>	<u>1990</u>	<u>Increase</u>
Occupied Housing Units	283,742	306,153	22,411
Mobile Homes, Trailers	40,787	58,556	17,769

Montana People's Action (MPA) currently estimates that there are over 160,000 Montanans living in mobile homes and that an estimated 110,000 of them live in the state's 1,200 licensed mobile home courts or trailer parks.

It is MPA's contention that Montana families living in mobile home courts are a large, at-risk population that deserves increased statutory protection, for the reasons outlined below. The vast majority of these Montanans own their own homes.

PROBLEMS

Many courts have deficient water and sewer systems. Over the last two decades, very few new mobile home courts (MHC's) have been built. Many courts operate with their own aging water and sewer systems and are not hooked up to municipal or other water and sewer systems. State law requires MHC's that operate their own systems to provide a licensed operator yet very few courts employ them, let alone have them on-site. Court water systems are supposed to be tested on a monthly basis but this requirement is not strictly enforced by local health departments and

inspecting MHC's is not a priority for local health departments. Practically every community in the state has a "trailer court" water and sewer horror story to tell.

Courts are full, and there is no competition in the mobile home court "marketplace". The dramatic increase in the number of Montanans living in courts, the limited construction of new courts, and rapidly rising land values which prohibit many families - particularly in urban and high growth communities - from buying a patch of ground to the place their home on, mean that mobile home owners have limited choices when it comes to finding a place for their home. Furthermore, despite their name, mobile homes are immobile, costly to move, and are often damaged in the process. Under these circumstances, court owners can raise rents at will, provide little or no maintenance, and actually reduce the services they provide knowing that court residents are unlikely to move their homes because there are so few available spaces and moving is costly and time-consuming.

Many court owners make it difficult for residents to sell their homes. A significant part of the value of a mobile home is its site. Under current Montana law, court owners can block a mobile home owner's sale of their property by not approving the purchaser as a new tenant. This often means that mobile home owners who wish to sell their home and move are forced to sell their home to the court owner at a price which is well below its value. Owners can then re-sell the home at its true value or turn the home into rental property which will command a monthly rent which is far greater than the lot rent paid by home owners in the court.

Many home owners face discrimination based on the age of their homes. As courts have become full, and the value of a court space has increased, many court owners have taken steps to remove older homes from their courts. When it comes time to sell their homes, many mobile home owners who have invested thousands of dollars in improving their homes are told that the only way they can sell their home is if it is removed from the court. This makes a mobile home almost impossible to sell given that most prospective buyers want to buy and move in and not have to buy, locate a space, and move their new home.

Some courts require "entrance fees" as a condition of locating your home in them. Others charge fees for the right to sell your home and keep it in place. In both situations, court owners are taking advantage of tight markets to extort additional money out of mobile home owners.

Some court owners have financial relationships (often called "tie-ins") with mobile home dealers. This means that owners have an incentive to evict owners of older homes (or tenants who may be assertive about asking for maintenance) to find spaces for newer ones.

SUMMARY

The problems outlined above are just some of the problems which face tens of thousands of Montana home owners living in mobile home courts. These Montanans are mill workers, secretaries, small business owners, retirees, teachers, laborers and professionals. The problems they face - which MPA can document thoroughly with personal testimony - are due to the distinctiveness of their homes. They own homes that are difficult to move and there are very few mobile home court spaces available in Montana communities.

As mobile home ownership has increased across the country, many states - particularly western states where mobile home ownership is high - have increasingly found reasons to regulate the mobile home court industry. Twenty-nine states (including Montana) now require "Good Cause" eviction, twenty-two states (including Montana) require that court rules be fair and reasonable, twenty-eight states (not including Montana) allow home owners to sell their homes within their courts, and twenty-three states (not including Montana) prohibit court owners from charging extra fees.

Undoubtedly, the majority of mobile home court owners are responsible individuals doing their best to provide a decent product for a fair price. But there are also undoubtedly many court owners who take advantage of the vulnerability of today's mobile home court resident in Montana.

It is MPA's contention that the good court owners have nothing to fear from increased scrutiny on the part of the state.

At a minimum, the state should pass laws which protect mobile home owners' right to sell their property without undue interference, and provide this at-risk population with educational resources so that they know the laws which affect their tenancy. There are approximately 8,000 nursing home residents in Montana and we have established the office of the Nursing Home Ombudsman to meet their informational needs. There are over 110,000 Montanans living in mobile home courts. Why shouldn't they have an ombudsman as well?

STATE OF MONTANA				
MOBILE HOMES AS PERCENTAGE OF HOUSING UNITS				
BY COUNTY FROM 1990 CENSUS				
	1	2	3	4
	TOTAL #	NUMBER OF	MOBILE HOMES	EST. # PERSONS
COUNTY	HOUSING UNITS	MOBILE HOMES	AS % OF UNITS	LIVING IN MH'S
Beaverhead	4,128	970	23%	2,668
Big Horn	4,304	847	20%	2,329
Blaine	2,930	398	14%	1,095
Broadwater	1,593	409	26%	1,125
Carbon	4,828	748	15%	2,057
Carter	816	215	26%	591
Cascade	33,063	3,786	11%	10,412
Chouteau	2,668	452	17%	1,243
Custer	5,405	723	13%	1,988
Daniels	1,220	132	11%	363
Dawson	4,487	600	13%	1,650
Deer Lodge	4,830	414	9%	1,139
Fallon	1,525	303	20%	833
Fergus	5,732	1,048	18%	2,882
Flathead	26,979	4,764	18%	13,101
Gallatin	21,350	3,350	16%	9,213
Garfield	924	235	25%	646
Glacier	4,797	880	18%	2,420
Golden Valley	432	88	20%	242
Granite	1,924	432	22%	1,188
Hill	7,345	1,136	15%	3,124
Jefferson	3,302	795	24%	2,186
Judith Basin	1,346	259	19%	712
Lake	10,972	2,007	18%	5,519
Lewis and Clark	21,412	3,606	17%	9,917
Liberty	1,007	205	20%	564
Lincoln	8,002	2,089	26%	5,745
Madison	3,902	770	20%	2,118
McCone	1,161	231	20%	635
Meagher	1,259	327	26%	899
Mineral	1,635	537	33%	1,477
Missoula	33,466	5,311	16%	14,605
Mussellshell	2,183	485	22%	1,334
Park	6,926	1,190	17%	3,273
Petroleum	293	80	27%	220
Phillips	2,765	616	22%	1,694
Pondera	2,618	387	15%	1,064
Powder River	1,096	353	32%	971
Powell	2,835	548	19%	1,507
Prairie	749	121	16%	333
Ravalli	11,099	2,096	19%	5,764

Richland	4,825	810	17%	2,228
Roosevelt	4,265	662	16%	1,821
Rosebud	4,251	1,343	32%	3,693
Sanders	4,335	1,065	25%	2,929
Sheridan	2,417	359	15%	987
Silver Bow	15,474	1,430	9%	3,933
Stillwater	3,291	704	21%	1,936
Sweet Grass	1,639	225	14%	619
Teton	2,725	421	15%	1,158
Toole	2,354	370	16%	1,018
Treasure	448	105	23%	289
Valley	5,304	510	10%	1,403
Wheatland	1,129	211	19%	580
Wibaux	563	123	22%	338
Yellowstone	48,781	6,255	13%	17,201
TOTALS	361,109	58,536	16%	160,974

1) Total number of housing units, occupied and unoccupied, from U.S. Census.

2) Total number of "Mobile home, trailer, other" from U.S. Census.

3) Column 2 as a percentage of column 1.

4) Column 2 times 2.75 persons per household.

Taking Aim at Trailer Park Tyranny

Mobile home parks are a largely unregulated industry in many states. They may not stay that way much longer.

BY CHARLES MAHTESIAN

There are no trailer parks in Ellen Hariev's suburban Philadelphia district. Nevertheless, she finds herself this spring as the chief sponsor of a bill to do something her legislature has been reluctant to do in the past—place tougher state restrictions on mobile home dealers and park owners.

Representative Hariev's interest in the subject reflects in part her background as a city and regional planner. But even more, it reflects the arrival of mobile home regulation as an issue that legislatures all over the country are going to have to grapple with.

Up to now, few governments at any level have had much desire or reason to get involved with policing mobile home or trailer parks. Few localities want them, and those that have them usually prefer that they stay hidden away in some out-of-sight cul-de-sac. But it is no longer possible to keep them out of sight politically. The problems created by a little-watched industry are forcing their way to public attention as Americans turn to "manufactured housing" in their search for affordable places to live.

At the extremes, these problems can border on the Orwellian. There are trailer parks where residents are not allowed to have food delivered after a certain hour, or have a visitor of the opposite sex. There are others where the terms of the lease are altered according to the applicant's marital status, religious affiliation or sexual orientation. There are some in which, during the Christmas holidays, residents have to pay a fee for each guest who stops by to pay a call.

All rules of that sort are clear violations of federal housing law. But they are documented cases that have turned up in various parts of the country where state law regulating the parks is weak or nonexistent. "Some of the parks turn into absolute dictatorial arrangements," says John Jensen, past president of the National Foundation of Manufactured Home Owners. "The landlords think nothing of peeking in your windows."

No one is claiming that trailer-park fascism is the typical situation. But the horror stories have multiplied because the parks themselves grew so fast in the 1980s. Overall, production of mobile homes is down in the current recession, but in the 1980s, they were the fastest growing-type of dwelling. In the nation as a whole, about 1 in 16 people now live in manufactured homes. In some states, such as South Carolina and Wyoming, the number is closer to 1 in 6. In four Nevada counties, mobile homes make up more than half of the housing units. Even in Pennsylvania, not known as a warm-weather sanctuary, there are now 250,000 mobile homes.

THEY ARE A SYMBOL OF HARD economic times, hard enough to lead lower-income and middle-class families and millions of retired people to seek refuge from unmanageable housing costs. A mobile home depreciates in value every year, but at about \$20,000, a new model suitable for a couple or small family sells for a fraction of the price of conventional housing, even in the

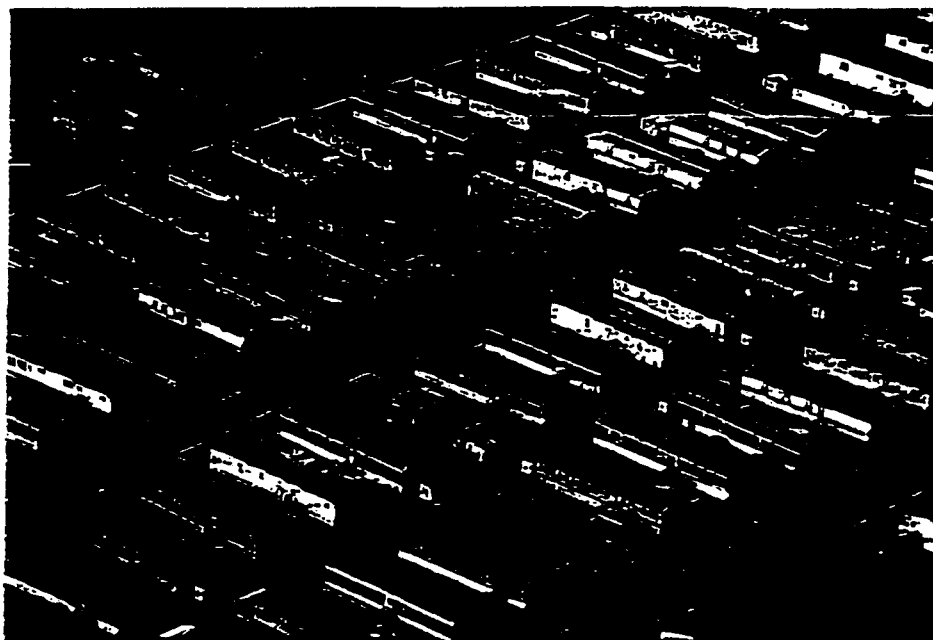
nation's cheapest housing markets.

Actually, the term "mobile home" or "trailer" is hardly used anymore—at least within industry circles—because it tends to conjure up visions of run-down, dilapidated vehicles crowded together in a rural shantytown.

Instead, the manufactured housing industry prefers to call its traditional products "single-sections," as opposed to the larger and more aesthetically pleasing "multi-sections." The multi-sections consist of several discrete manufactured segments, delivered on a flatbed and assembled on site. The single-section mobile home, in contrast, is towed to a site without a permanent foundation. It rests on wheels and a chassis.

Nowadays, only units made before 1976—the year the U.S. Department of Housing and Urban Development established a national code for manufactured housing—are called mobile homes. Everything after that point is referred to as manufactured housing.

But the semantics are of less concern than the practices of the operators, particularly in states such as Pennsylvania, where the law gives the individual home owner very little protection. There, the state attorney general's office accidentally uncovered an undercurrent of outrage while laying the groundwork for an antitrust lawsuit against a mobile home dealer in Lancaster County. In the course of the investigation, enough complaints surfaced to justify creation of a special task force on manufactured hous-

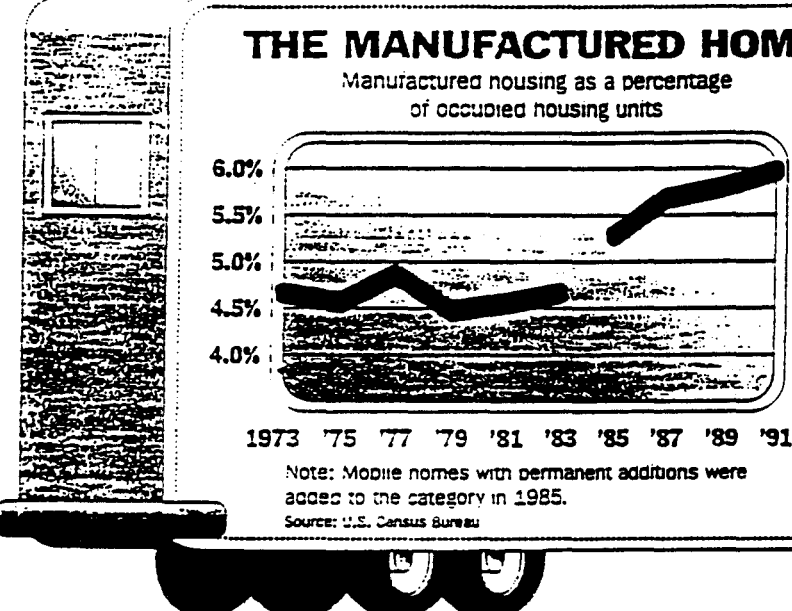


The American not-so-mobile home: Once it sets down, it usually stays put.

ing. "It was becoming increasingly obvious that we needed to take a hard look at the laws," says Dan Clearfield, director of the public protection division.

What was happening in Pennsylvania was this: Mobile home park owners were steering purchasers to a specific dealer in exchange for a share of the dealer's profits on the sale. It amounted to coercion, because home buyers typically must secure a space in a park before purchasing, and with spaces lim-

ited in a given area, they are not in a position to reject the park owner's instructions on where to buy the home, even if they must pay a higher price as a result. In most states, including Pennsylvania, tie-ins between dealer and park owner are legal. In fact, dealers themselves are the park owners in many instances.



many of these complaints are unjustified, or the result of isolated instances. "Every industry has its oddballs," says Gilligan. "We're not interested, as some of the more militant groups would portray us, in running prison camps. We're interested in having happy customers."

THESE DAYS, HOWEVER, STATE and local governments are finding themselves under growing pressure to force the industry to take customers' rights seriously. In the past, the unorganized and economically distressed home owners have had little pull in state capitols, especially compared with the well-financed dealers and park owners. But that is changing as a slightly higher-scale group of people with some political sophistication moves into manufactured housing. "More and more middle-class people are buying these homes," says Harley, the Pennsylvania legislator. "And when it becomes a middle-class issue, it becomes a political issue."

The two states with the highest number of mobile homes, Florida and Cali-

fornia, both have well-organized home owner organizations that have lobbied for written lease terms and stricter landlord maintenance obligations. New York's mobile home owners gave up lobbying the legislature and instead took their fight to individual counties, where they have won passage of laws banning arbitrary eviction.

On some important issues, there are reasons for the home owners and the park owners to work together. In many places, zoning laws are designed to keep mobile home parks out altogether. "We're classified by Mr. NIMBY along with landfills, dumps and cement factories," says John Jensen of the Manufactured Home Owners.

Seventeen states now prohibit such discriminatory zoning codes, but those laws vary widely. Virginia, for example, allows the more upscale, multi-section homes in any area zoned rural or agricultural. But outside these areas, the decision to allow manufactured housing of any sort is up to local jurisdictions. And they, as a rule, will not listen to the manufactured housing industry's argument that the newest multi-section homes are architecturally and aesthetically compatible with conventional developments. The knock is that manufactured housing—no matter how attractive—drives down property values.

When the homes are of the old-fashioned single-section variety, the stigma is often impossible to overcome. "There are a tremendous amount of local governments around the country saying 'no single sections, period,'" says Andy Scholz, director of site development for the Manufactured Housing Institute. "The problem that they tend to overlook is that there are a lot of people who don't want single-section homes."

Home owners and park owners can thus find common ground when it comes to lobbying for permission to plant themselves in a community. Once they are planted, though, their interests collide. Harley insists it need not be that way. "The good community owners have no problems with these regulations," she says. "The baddies are the only ones who have problems with them."

The two states with the highest number of mobile homes, Florida and Cali-

TESTIMONY
SUBMITTED BY CINDY MOREE
BEFORE THE HOUSE BUSINESS AND LABOR COMMITTEE
FEBRUARY 1, 1995

Mr. Chairman, and members of the committee. My name is Cindy Moree, I am the co-chair of the Travois Village Residents Association. I am also the Secretary of the state and local boards of Montana People's Action. Some of you may recognize me from two years ago when we came to Helena for the Good Cause Eviction testimony. I am testifying today in support of the Ombudsman bill.

I would first like to address some of the arguments against this bill, as we are sure you will hear them.

~~•We know some are concerned that this bill will only slow down the eviction of bad tenants.~~

~~•Our response to this is that there is absolutely nothing in this act that says the ombudsman position will hold up the legal process already in place. Landlords or tenants can continue to pursue the legal avenues open to them. This simply gives them an opportunity to solve a problem without going into a court of law.~~

•We have heard people ask why mobile home courts should receive this special service.

Our response: First of all, mobile home owners are in a unique relationship with their landlord. Unlike a regular tenancy situation, we own our not-so-mobile homes while we lease the space they sit on. This leads to situations that do not exist in regular tenancy problems.

We are also the fastest growing form of housing in the state, making up 14% of the population.

Finally, Montana provides for an ombudsman position with similar duties for the 8,000 folks who reside in nursing homes. We don't think its unreasonable to want the same

sort of service for a population more than ten times as large.

- Why is this necessary? As housing costs continue to soar with our state's new found popularity, more and more working class people find mobile homes to be the only truly affordable form of housing available. As a result, mobile home courts are at, or near capacity. This inevitably creates problems in courts, both for landlords and tenants.
- We also know some are concerned that this Ombudsman position will only add another level of bureaucracy and cost taxpayers more money.

Quite the contrary. The Ombudsman will have only himself in the office. This is hardly another level of bureaucracy. We think one person, at the end of toll free telephone line, and armed with the basic literature and information for court owners and tenants will keep people out of a huge bureaucracy.

As far as costs go, in speaking with mobile home court residents across the state, they will gladly pay a 3-5 dollar fee per year. That's less than what it costs to file a claim in Justice of Peace Courts. This will give a budget between 150,000 - 200,000 dollars a year to fund this system. We believe this will probably produce a surplus to go back to the state.

Along with funding the systems through the courts themselves, Mr. Chairman, can you imagine the savings that would be made if even 1/3 of the current court cases involving mobile home owners and landlords would have been avoided with such a position.

In my court alone, our residents' association has been in a three year court battle with our out of state owner over rules and regulations. If this could have been settled by both sides being better informed by an Ombudsman, just think of the money and time that both sides would have saved.

In conclusion Mr. Chairman, we are convinced this bill will help both sides in any mobile home court disputes. We are surprised that the landlords can find any reason at all to oppose this legislation. Thank you.

January 30, 1995

Rep. Bruce Simon
Chairman of Business & Labor
House of Representatives
Helena, MT

Dear Representative Simon:

I am writing a testimony in support of HB 269. Our family owns our mobile home and we rent a lot in Bitterroot Court in Stevensville. There is a long history of conflict between tenants and the landlords here and we have been working on trying to resolve many issues. Unreasonable Rules not applied evenly to everyone, improper notification of court rules and rental agreement changes, and retaliatory conduct are some of the issues that are clearly addressed in Montana Codes now.

Our landlord has been unwilling to sit down and talk over these issues with the tenants as a group. Therefore, after numerous letters and appeals to the landlord, we are left with no other recourse but to go to court either in defense or offense.

My family has just had the upsetting experience of counter-suing to prevent an illegal eviction. Our landlord finally dropped his original suit. This was very stressful to us, time consuming and financially burdening at a time when we were least able to afford it.

I would hope that if a state Ombudsman could have intervened with mediation, clarification or even non-binding judgement, that our Landlord would feel more pressure to at least try to meet with his tenants and work things out.

An Ombudsman position that would be respected by both landlord and tenants would serve a useful role in my opinion if both parties felt represented well and accountable to that position.

Sincerely,

Ardee Weiss

Mrs. Ardee Weiss
4276 Allum Rd.
Stevensville, MT 59720

EXHIBIT 17
DATE 2-1-95
HB 272

Amendments to House Bill No. 234
First Reading Copy

Requested by Rep. Bruce Simon
For the Committee on Business and Labor

Prepared by Stephen Maly
January 31, 1995

1. Page 2, line 1.

Insert: "NEW SECTION. Section 2. Duty to inform. In a transaction involving a loan or credit agreement, the person providing the loan or credit shall inform the borrower orally and in writing prior to obtaining the borrower's signature on an agreement that all previous oral and written representations are void."

Renumber: subsequent sections

2. Page 2, following line 23.

Insert: "(f) any case in which the party to be charged or the party's agent has failed to inform the person seeking to maintain the action or defense as required in section 2 of this act."

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First Reading Copy

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For the Committee on Business and Labor

Prepared by Stephen Maly
January 31, 1995

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Insert: "NEW SECTION. Section 2. Duty to inform. In a transaction involving a loan or credit agreement, the person providing the loan or credit shall inform the borrower orally and in writing prior to obtaining the borrower's signature on an agreement that all previous oral and ~~written~~ representations are void."

Renumber: subsequent sections

2. Page 2, following line 23.

Insert: "(f) any case in which the party to be charged or the party's agent has failed to inform the person seeking to maintain the action or defense as required in section 2 of this act."

HOUSE OF REPRESENTATIVES
VISITORS REGISTER

Business Labor

DATE 2-1-95

BILL NO. HB 269 SPONSOR(S) _____

PLEASE PRINT

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PLEASE PRINT

NAME AND ADDRESS	REPRESENTING	Support	Oppose
Cecil Walborn 3805-7th St. NE #212 GF	IPM's		X
Jenida Carpenter 3208 2nd Ave SE Grt Falls	Mt Housing Providers IPM, WMLA, MLA		X
Rickey Linafelter 401 17th St Black Eagle	MONTANA LANDLORDS ASSOC VICE PRESIDENT		X
Vern L. Fischer P.O. Box 1357 GF MT	IPM & MLA		X
Stan Chothier 1985 Hwy 35 KspL 59901	State President MONTANA LANDLORDS ASSOC		X
Brook Hall 20 W. Valley Drive KspL 59901	Trailer Park owner		X
Everett Drake 338 Craig Rd col Falls	Trailer park owner		X
Elaine J Graham 603-4th Ave SW Grt Falls	HERE Local 101	X	
Virginia Young 320 1st St S.W. Mt. F.	HERE Mt. F. Local 101	X	
BERTHA H VUKASIN (11-13 St) Box 27	HERE Local 101 BLACK EAGLE, MT		
Daphne Kirkwood	HOUSE		
Betty S. S. S.	272	X	
Connie Sullivan	Harvey Bank		
Billy S. S.	272		
Kathy Madsen	HERE		
Hulle	HB 272	X	

PLEASE LEAVE PREPARED TESTIMONY WITH SECRETARY. WITNESS STATEMENT FORMS ARE AVAILABLE IF YOU CARE TO SUBMIT WRITTEN TESTIMONY.

HB 269
Nancy Weinzel
Great Falls

NIPA

HB 269 Staci Riley

MPA
MSA

X
✓ support

HOUSE OF REPRESENTATIVES
VISITORS REGISTER

Business & Labor

DATE 2-1-95

BILL NO. HB344 SPONSOR(S) _____

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NAME AND ADDRESS	REPRESENTING	Support	Oppose
Robert White	Bozeman Chamber		
CARL SWANSON	STATE FUND		✓
Jim Twilley	MT Chamber		✓
Riley Johnson	NFIB		✓
MIDAN Nyker	State Fund		✓
Jacqueline Denmark	Am. Ins. Assoc.		✓
Marge Fisher			
Don Judge	MT STATE AFL-CIO		✓

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HOUSE OF REPRESENTATIVES
VISITORS REGISTER

Business & Labor

DATE 2-1-95

BILL NO. HB 269 SPONSOR(S) _____

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NAME AND ADDRESS	REPRESENTING	Support	Oppose
<i>Ed McHugh</i>	<i>Self</i>		X
<i>Mary Fraser</i>	<i>Hotel & Restaurant union</i>	X	X
<i>Dolores Mengenthaler</i>	<i>Hotel & Restaurant</i>	X	
<i>Daniel N. McLean</i>	<i>Oakland Holding Company</i>		X
<i>Cindy Moree</i> <i>242 N. Trumbull</i>	<i>MPA & MHC Resident</i>	X	
<i>4737 Graham</i> <i>Sharon Rees</i>	<i>MPA</i>	X	
<i>Secky Faciane</i>	<i>MPA</i>	X	
<i>Melissa Case</i>	<i>MPA</i>	X	
<i>Stuart Duggan</i>	<i>MT Manufactured Housing & RV Assoc.</i>		X
<i>ED. EATON</i>	<i>Self</i>		X
<i>Greg Van Horssen</i>	<i>Montana Housing Providers</i>		X
<i>Paul Ghivoley</i>	<i>MPA</i>	X	
<i>Brian Dulin</i>	<i>MPA</i>	X	

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HOUSE OF REPRESENTATIVES
VISITORS REGISTER

Business & Labor

DATE 2-1-95

BILL NO. HB272 SPONSOR(S) STOVALL

PLEASE PRINT

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NAME AND ADDRESS	REPRESENTING	Support	Oppose
WARRELL HOLZER	MT. ST. AFL-CIO	X	
Don Judge	MT STATE AFL-CIO	X	
Cindy Moree	Waitress	X	
Sharon Reas	COOK	X	
Lynette Russell	SELF	X	
Secky Facione	SELF	X	
Staci Riley	SELF	X	
Paul Shively	MPA	X	
Jetty Brown	Sherraton Hotel	X	
Oliver Mann	"	X	
Brian Dulin	MPA	X	
Melissa Case	HERE	X	
Stuart Daggett	MT Innkeepers Assoc.		X

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HOUSE OF REPRESENTATIVES
VISITORS REGISTER

Business Labor

DATE 2-1-95

BILL NO. HB 272 SPONSOR(S) _____

PLEASE PRINT

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PLEASE PRINT

NAME AND ADDRESS	REPRESENTING	Support	Oppose
Mary Hall Butte	H.E.R.E 457	X	
Alice Thaxmer Helena		X	
Joy Guckler Park City, UT 84063	myself	X	
Nancy Weinzel Great Falls	MPA HB 269	X	
Anne Clark	MT ASSOC REALTORS		X
Phyllis Soderus	myself	X	
Kathy Malyszewski Butte	MT State Council of HERE	X	
Daphne Kirkwood Billings	myself	X	
Cornie Sullivan Billings	myself	X	
Lila May Laedake Billings, Mont	Waitresses (myself)	X	
Elaine J. Graham 603-46 Ave SW	HERE #101	X	
BERTHA VUKASIN 111-13th ST BEM-	HERE #100	X	
Virginia Gosnell 320-64 St SW.	HERE #100	X	

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