

RESOLUTION NO. R19-23

A RESOLUTION OF THE CITY COUNCIL APPROVING CERTAIN REVISIONS
TO THE CBA THROUGH A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAUREL AND LOCAL UNION
LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME.

WHEREAS, the City of Laurel and the above Union negotiated a Collective Bargaining Agreement (“CBA”) which was approved by the Union and City Council; and

WHEREAS, the CBA contained a newly created shift for the police officers which prior to implementation of such shift, the parties determined additional revisions to the existing CBA were required; and

WHEREAS, the parties negotiated the attached Memorandum of Agreement (“MOA”) which contains the agreed upon revisions to the CBA; and

WHEREAS, approving the MOA will enable the Chief of Police to implement the newly created police officer shift.

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

Section 1: Approval. The attached MOA between the City of Laurel and the Union is hereby approved. The MOA will have the same effective date as the existing CBA.

Section 2: Execution. The Mayor and Clerk-Treasurer are given authority to execute the MOA on behalf of the City.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member Herr.

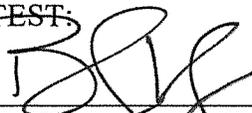
PASSED and APPROVED by the City Council of the City of Laurel this 4th day of June 2019.

APPROVED by the Mayor this 4th day of June 2019.

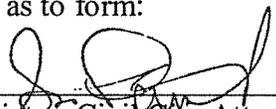
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

May 21, 2019

Memorandum of Agreement

The City of Laurel, Yellowstone County, Montana hereinafter referred to as "Employer", and Local 303, American Federation of State, County and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union" and "Employee(s)", agree to revise the parties' collective bargaining agreement ("CBA"), and any other pertinent supplemental agreements or understandings between the parties for purposes of consistency with the revisions to the CBA as provided herein. The CBA shall be revised only as specifically provided herein and all remaining terms and conditions of the CBA shall remain unchanged and in full force and effect.

Term of Agreement. The term of the Memorandum of Agreement will be effective upon approval by Employer and the Union and shall continue with the same effective dates as the existing CBA.

ARTICLE VIII – HOURS OF WORK

The Employer and Union agree to the following revision:

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following. This shall exclude the 6/3 rotation and the 2/2/3 rotation set out below.

4. When working a 2-2-3 schedule any employee that works more than 80 hours in a 14-day work period will receive overtime pay for any hours worked above the 80 hours.

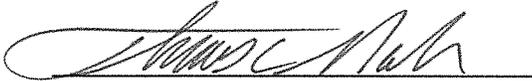
The Employer and Union agree to revise the following Language in Section 3 below as follows:

Section 3. Work Schedule:

- a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position.

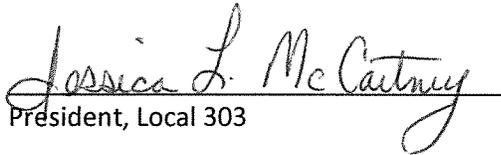
Dated this 4th day of June, 2019

For City Of Laurel



Mayor

For Local 303



President, Local 303