

RESOLUTION NO. R19-67

**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 City and Union agreed during negotiations to create an additional full-time dispatcher position replacing a part-time dispatcher position; and

WHEREAS, the Mayor, Chief of Police, and Union Representatives agreed that creating defined dispatcher positions within the CBA is necessary to implement the new full time position since the full time position constitutes a cover position that currently does not exist within the CBA; 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 locate and hire a full-time dispatcher for the newly created cover position, and such action was reviewed by the Mayor and City Clerk who determined the MOA is affordable and necessary at this time.

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 is effective upon approval by the City Council.

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 September 10, 2019, by Council Member Sparks.

PASSED and APPROVED by the City Council of the City of Laurel this 10th day of September 2019.

APPROVED by the Mayor this 10th day of September 2019.

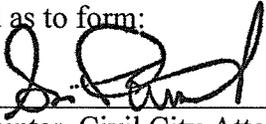
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:

A handwritten signature in black ink, appearing to read "S. Painter", written over a horizontal line.

Sam S. Painter, Civil City Attorney

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 CBS shall be revises on as specifically provided herein and all remaining terms and conditions of the CBA shall remain unchanged and in full force and effect.

Terms of Agreement. The term of the Memorandum of Agreement will be effective upon approval by the Employer and the Union and shall continue with 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 ~~6 a.m. 7a.m.~~ Monday and shall terminate at ~~5:59 a.m. 6:59a.m.~~ on the Monday following. This shall exclude the 6/3 rotation and the 2/2/3 rotation set out below.

Section 2. Work period: Work periods for the positions identified in Addendum "A" may include, but is not limited to, the following:

- f. ~~The work period for part-time personnel shall be assigned as needed by Employer's Chief of Police or designee.~~ "Cover shift" position will work regular schedules, except when relieving a shift person who is off on approved leave, or in the case of sick leave. In case of a short back situation, Employer may require the "cover shift" position to take an eight (8) hour break when transitioning back to his/her regular shift for purposes of safety.

"Cover shift" position will assume the days off and the work hours of the person he/she is relieving, unless he/she is only filling in for less than a week.

ADDENDUM "A" CLASSIFICATION

The Employer and Union agree to the following revision:

3	Communications Officer I (Part-time)
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ADDENDUM "B" (continued)

The Employer and Union agree to the following revision:

3	Communications Officer I (Part-time)	<u>\$20.54/hr</u>	<u>\$20.95/hr</u>	<u>\$21.37/hr</u>
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ADDENDUM "E"

The Employer and Union agree to revise the following Language in Addendum "E" below as follows:

ADDENDUM "E"
POLICE OFFICER STEP SYSTEM
COMMUNICATIONS OFFICER STEP SYSTEM

For purposes of pay, Laurel Police Officers and Laurel Communications Officers must possess the below listed education and experience in order to receive pay in accordance with the STEP System. All STEP requirements shall be in accordance with the Montana Law Enforcement Academy (MLEA) certification standards.

Implementation of the MLEA standards

Officers and Communications Officers shall not be reduced in STEP if they do not currently possess the necessary requirements for their current STEP. Officers and Communications Officers shall remain in their current STEP until such a time they obtain the necessary requirements for advancement.

Patrol Officer: A Patrol Officer must possess a Basic MLEA Certificate.

Senior Patrol Officer: A Senior Patrol Officer must possess a MLEA Intermediate Certificate.

Master Patrol Officer: A Master Patrol Officer must possess a MLEA Advanced Certificate.

Communications Officer I: Must possess a MLEA Basic Certificate.

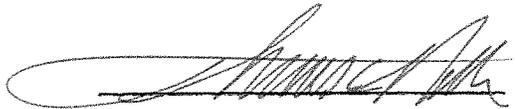
Communications Officer II: Must possess a MLEA Intermediate Certificate.

Communications Officer III: Must possess a MLEA Advanced Certificate.

Employer agrees to reasonably provide educational opportunities for its police officers and communications officers to obtain the educational hours necessary to help them achieve the requisite educational hours for Senior Patrol and Master Patrol Officers, and Communications Officers II and Communications Officer III.

Dated this 10th of September 2019

For City Of Laurel



Mayor

For Local 303



President, Local 303

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ADDENDUM "A" CLASSIFICATION

The Employer and Union agree to the following revision:

3	Communications Officer I
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ADDENDUM "B" (continued)

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3	Communications Officer I	\$20.54/hr	\$20.95/hr	\$21.37/hr
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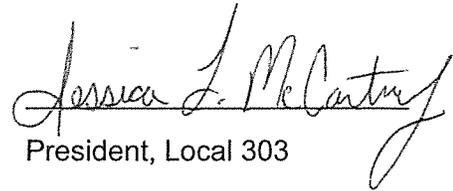
Dated this 10th of September, 2019

For City Of Laurel



Mayor

For Local 303



President, Local 303