

RESOLUTION NO. R21-118

A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING 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 have an existing contract in place ("CBA") which includes a provision for newly hired employees to be paid \$1.00 less per hour than his/her classification grade for a twelve-month probation period; and

WHEREAS, the City recently hired an Animal and Parking Officer who will fill the position beginning in November, 2021; and

WHEREAS, the successful candidate worked over 20 years for the City as a police officer and the reduced salary during the probation period required by the CBA work create a hardship for the employee who will be taking a substantial less in salary for this position; and

WHEREAS, the Chief of Police and President of the Union have negotiated a Memorandum of Agreement ("MOU") between the City and Union to allow the newly hired Animal and Parking Officer to collect the full salary from his start date forward rather than the \$1.00 per hour reduction as provided in the CBA; and

WHEREAS, the parties specifically agree that the MOU is intended to apply to this employee and this unique situation only and does not constitute an amendment of any kind to the CBA or a past or current practice on either party's behalf.

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

Section 1: Approval. The attached MOU between the City of Laurel and the Union is hereby approved. In accordance with the terms of the agreement, such approval is retroactive to November 1, 2021 or the date the employee begins work.

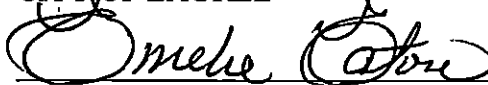
Section 2: Execution. The Mayor and City Clerk-Treasurer are authorized to execute said agreement on behalf of the City.

Introduced at a regular meeting of the City Council on November 9, 2021, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 9th day of November 2021.

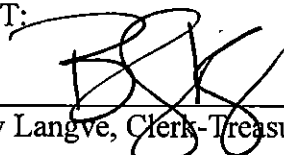
APPROVED by the Mayor this 9th day of November 2021.

CITY OF LAUREL



Mayor

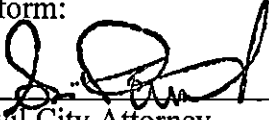
ATTEST:



Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

R21-118 Local 303 Union Agreement MOU Animal and Parking Officer Probation Wage Waiver

Approved as to form:

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

Sam Painter, Civil City Attorney

MEMORANDUM OF UNDERSTANDING

The City and Union enter into a Memorandum of Understanding (“MOU”) for the limited purpose of a one-time agreement to waive a provision of the CBA that requires a newly hired employee to be paid \$1.00 less than the negotiated base rate for the City’s one-year probation period specifically Section 5 of Addendum B of the CBA.

WHEREAS, the Parties, City and Union, have negotiated an existing contract (CBA) that provides a reduced base wage for new hires; and

WHEREAS, the Parties negotiated the reinstatement of a previous position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA; and

WHEREAS, the City selected a qualified applicant for the position who is currently a member of the union and a long time City employee; and

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and the \$1.00 reduction in salary for a year would constitute a hardship for the employee since the position’s base salary is substantially less than the current position the employee is leaving to accept the new position; and

WHEREAS, both Parties have considered the issue and have determined it is in both their best interests to enter into this MOU for the purpose of memorializing a one-time waiver of a provision of the CBA as provided herein.

BASED on the recitals, the City and Union agree as follows:

1. The Parties intend this MOU as a one-time agreement and have no intention to permanently amend or modify the existing MOU.
2. The Parties agree that for the employee hired as the Animal Control/Parking/Code Enforcement Officer Position, Section 5 of Addendum B of the CBA, is hereby waived. The employee will be paid 100% of the base wage provided in the CBA rather than the \$1.00 less as provided therein. The Probation Period contained in the CBA remains unchanged and applicable.
3. The Parties acknowledge and agree that the waiver provided herein constitutes a one-time agreement and shall have no further force and effect on any other part of provision of the existing CBA and shall not constitute an intended or enforceable past practice on either Party’s behalf.
4. The Parties agree that they are not altering, changing or modifying the existing CBA in any manner, and that all provisions of the CBA shall remain in full force and effect notwithstanding the existence of this MOU.

Dated this 9 day of November, 2021

Ornebe Eaton

Authorized City Signature/City Mayor

Dated this 12th day of November, 2021

Jessica L. McCartney

Union President