

RESOLUTION NO. R22-43

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND 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 Local Union 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have an existing Collective Bargaining Agreement (hereinafter “CBA”) in place which provides for set wages and positions for Laurel Police Department Officers;

WHEREAS, the City and the Union previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA;

WHEREAS, the City and the Union wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations;

WHEREAS, the City and the Union selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties;

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement;

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position;

WHEREAS, the City and the Union have negotiated a Memorandum of Understanding (hereinafter “MOU”) between the City and the Union to address the expanded job duties and compensation for the Animal Control/Parking/Code Enforcement Officer Position; and

WHEREAS, the City and the Union 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 the City or the Union’s behalf.

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

Section 1: Approval. The MOU by and between the City of Laurel and the Union, a copy attached hereto and incorporated herein, is hereby approved.

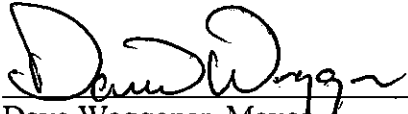
Section 2: Execution. The Mayor is hereby given authority to execute the MOU on behalf of the City.

Introduced at a regular meeting of the City Council on the 23rd day of August 2022 by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 23rd day of August 2022.

APPROVED by the Mayor on the 23rd day of August 2022.

CITY OF LAUREL



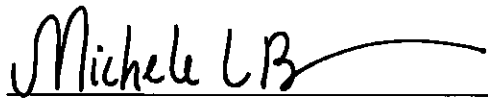
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF UNDERSTANDING

The City of Laurel (hereinafter "the City") and Local Union Local 303, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter "the Union") enter into a Memorandum of Understanding (hereinafter "MOU") for the limited purpose of expanding the job description of an existing Laurel Police Department Officer, to include increased Code Enforcement duties, as well as increase the wages offered for this position.

WHEREAS, the Parties, specifically the City and the Union, have negotiated an existing contract (hereinafter "the CBA") that provides for set wages and positions for Laurel Police Department Officers; and

WHEREAS, the Parties previously negotiated the expansion of an existing position known as the Animal Control/Parking/Code Enforcement Officer Position into the CBA; and

WHEREAS, the Parties wish to further expand this position to include additional Code Enforcement rights and responsibilities, to assist the Planning Department in enforcement of Laurel Municipal Code violations; and

WHEREAS, the City selected a qualified applicant for the position who is currently a member of the Police Department and the Union, who is a long-term City employee, and who is already conducting Code Enforcement job duties; and

WHEREAS, the selected employee has worked for the City, successfully, for over twenty years and he is qualified for the expanded job duties in Code Enforcement; and

WHEREAS, the expanded job duties necessitate increased compensation to reflect the overall and increased job duties of the Animal Control/Parking/Code Enforcement Officer Position; and

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

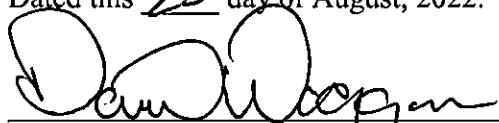
BASED on the recitals, the City and the Union agree as follows:

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, as well as any potentially-conflicting additional sections of the CBA, are hereby waived, and the expanded job duties reflected in the attached Job Description (Exhibit A) will apply. The employee will be paid \$19.00 per hour for his expanded job duties as Animal Control/Parking/Code Enforcement Officer.

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.

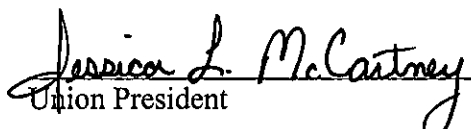
4. The Parties agree that they are not altering, changing or modifying the existing CBA in any manner, and that all provisions of the CBA shall remain in full force and effect notwithstanding the existence of this MOU.

Dated this 23rd day of August, 2022.



City Mayor, Dave Waggoner

Dated this 25th day of August, 2022.



Union President