

**RESOLUTION NO. R23-52**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION 316, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and Local Union 316, American Federation of State, County, and Municipal Employees, AFSCME (hereinafter “the Union”) have negotiated a Collective Bargaining Agreement for Years 2023-2026 (hereinafter “the CBA”), which is subject to approval by City Council and which has already been approved by the Union;

WHEREAS, the City and the Union have agreed to set-aside certain provisions of the parties’ agreement by way of a Memorandum of Understanding, attached hereto and fully incorporated herein (hereinafter “the MOU”), and formalize them in the MOU (versus in the CBA), in order to allow the parties more flexibility in modification of the terms of the MOU, should such modification be necessary in the future;

WHEREAS, these terms specifically apply to the utilization of an “Attendance Incentive Program” for Union Members; and

WHEREAS, the Collective Bargaining Committee, made up of both City personnel and Union personnel, have agreed that the MOU is in the best interests of both parties.

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

Section 1: Approval. The MOU between the Union and the City is hereby approved and effective upon the date written herein.

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 22<sup>nd</sup> day of August, 2023, by Council Member Mackay.

PASSED and APPROVED by the City Council of the City of Laurel the 22<sup>nd</sup> day of August, 2023.

APPROVED by the Mayor the 22<sup>nd</sup> day of August, 2023.



CITY OF LAUREL

Dave Waggoner  
Dave Waggoner, Mayor

ATTEST:

Kelly Strecker  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L B  
Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING**  
**City of Laurel and Local 316 Laurel Public Works Union**  
**STANDBY STATUS/ON CALL/PAY**

Between the CITY OF LAUREL and AFSCME 316 UNION MEMBERSHIP City of Laurel Public Works

Date: August 11, 2023

Regards: Call Out Pay Procedure and Compensation

Standby Duty:

Employees who are required by the appropriate authority to remain available at all times, while off regular duty, on standby for emergency callouts, shall be compensated for all standby time at a rate of \$2.00 per hour.

Employees will be given 24 hours' notice prior to being placed in standby status. Once notice of standby status is given, employees shall remain on standby status until the employee's next regularly scheduled shift (which includes any vacation, sick, or compensatory leave.), or unless otherwise mutually agreed upon by employee and employer. There will be four call out lists: Maintenance/Mechanic, Water, Sewer, and Utilities by seniority. Management has the discretion to apply the lists as necessary for the business of the City. Management will maintain and post the on standby status schedule. Participation in this Call Out Pay program is strictly voluntary.

During standby status employees must be fit for duty, and not under the influence of drugs or alcohol, have appropriate transportation (if necessary) and available via telephone during all hours they are scheduled for standby. Employees who are on the standby schedule for at least one week per month shall receive a \$30 cellphone stipend. Employees must immediately respond to incoming phone calls and handle the calls as needed, which may include reporting to a work site. Standby pay shall be interrupted for all actual hours worked at the overtime rate. Call out/overtime pay begins upon notification to report provided the employee arrives within 45 minutes of receiving the call. Employees reporting beyond the 45-minute window will commence pay upon arriving at a city facility or worksite.

Employees who are on the standby schedule may take home a City service vehicle to be used to respond to call outs as necessary. An employee who receives a telephone call for the purpose of troubleshooting problems but who does not report to a jobsite or city facility shall be compensated a minimum of 15 minutes pay or actual time for each issue. Employees are required to initiate calls to offsite employees using a city phone.

Sunsets:

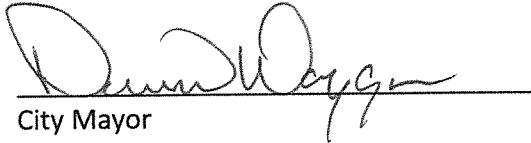
- This Memorandum of Understanding (MOU) can be sunset at any time by the City of Laurel due to budgetary concerns or emergency circumstances.

- This MOU may be sunset by mutual agreement between the Union and the City at any time.
- In the event this MOU is sunset, the Union and City will revert to the callout/standby language as provided in the current Collective Bargaining Agreement (CBA).

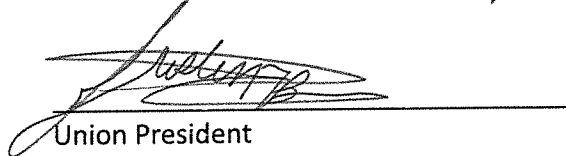
This MOU does not modify any portions of the CBA unless specifically noted above; and all provisions remain in effect as negotiated.

ATTEST:

Dated this 22<sup>nd</sup> day of August, 2023

  
\_\_\_\_\_  
City Mayor

Dated this 14 day of August, 2023

  
\_\_\_\_\_  
Union President