

RESOLUTION NO. R24-97

A RESOLUTION OF THE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE 2024-2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAUREL AND LOCAL UNION 316, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFSCME REGARDING WORK DAYS AND SHIFTS.

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 2024-2026 (hereinafter “the CBA”), which has already been approved by the City and the Union;

WHEREAS, the City and the Union have agreed to memorialize certain additional provisions of the Union employees’ employment by way of a Memorandum of Understanding, attached hereto and fully incorporated herein (hereinafter “the MOU”), and formalize them in the MOU;

WHEREAS, these terms specifically apply to Work Days and Shifts for Union Members and do not modify any other terms and conditions of the CBA or other MOUs entered into between the City and the Union; and

WHEREAS, 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.

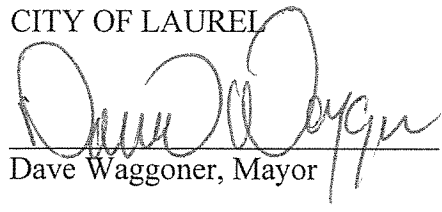
Section 2: Execution. The Mayor is hereby given authority to execute the MOU on behalf of the City.

Introduced at a regular meeting of the City Council on the 10th day of December 2024, by Council Member Wheeler.

PASSED and APPROVED by the City Council of the City of Laurel the 10th day of December 2024.

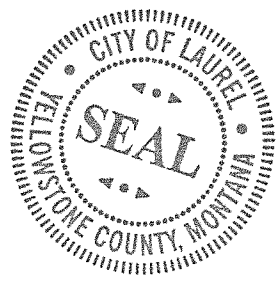
APPROVED by the Mayor the 10th day of December 2024.

CITY OF LAUREL

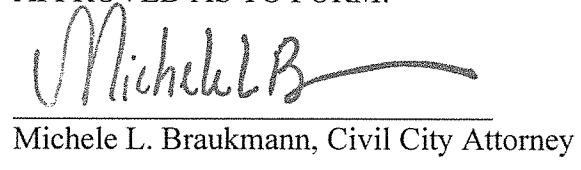

Dave Waggoner, Mayor

ATTEST:


Kelly Strecker, Clerk-Treasurer



APPROVED AS TO FORM:


Michele L. Braukmann, Civil City Attorney

**MEMORANDUM OF UNDERSTANDING
REGARDING WORK SCHEDULE AND RELATED ISSUES**

By and Between the CITY OF LAUREL and LOCAL 316 UNION OF AMERICAN FEDERATION OF
STATE COUNTY & MUNICIPAL EMPLOYEES MONTANA STATE COUNCIL 9 AFL-CIO
REPRESENTING THE EMPLOYEES OF THE CITY OF LAUREL, MONTANA

Date: Effective the date of approval by the City Council for the City of Laurel

Regarding: Work Schedule and Related Issues

This Memorandum of Understanding (hereinafter "MOU") was prepared to allow for the Court Clerk III to take advantage of an alternate work schedule as was previously negotiated in Article VIII, Section 3, item h. "The work week, work day, and work schedule set out above may be changed by mutual agreement between the Union and Employer". The Court Clerk III position had a set work schedule, and this MOU is establishing an alternate schedule that would allow employees working for the City Court to request a four-day work week consisting of ten hours with an unpaid hour for a lunch break. This MOU also clarifies that shift differential and overtime pay are not applicable when employees wish to use an alternate work schedule. Employees that are on the alternate work schedule will only receive eight (8) hours of holiday pay for any recognized holiday and are not required to work the holiday.

The terms of this MOU shall be considered for incorporation into the complete Collective Bargaining Agreement during the next negotiation session.

ARTICLE VIII -HOURS OF WORK

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, composed of any five (5) consecutive workdays immediately followed by two (2) days off, unless an alternative schedule is mutually agreed upon by the City and the employee. An employee's workweek is a fixed and regular recurring consecutive five (5) day period, beginning on the same day of each seven (7) day period. If the 2 (two) days off provision conflicts with the needed Library schedule, the librarians have agreed to document an exception upon request by the Library Director.

The workweek hereunder shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following.

In Public Works, there shall be a shift schedule for Tuesday through Saturday, from 7:00 a.m. to 3:30 p.m., with a lunch period of 11:00 a.m. to 11:30 a.m. Any change in shift must be agreed upon pursuant to Section 3g (1) herein.

The work schedule for Court Clerk III shall be 8:00 a.m. to 5:00 p.m. or four (4) consecutive days from 6:00 a.m. until 5:00 p.m., with a one (1) hour unpaid lunch. A normal lunch period shall be from 12:00 p.m. to 1:00 p.m. unless court runs late; in this case, lunch will start at the end of court session and last one (1) hour. The work schedule for Court Clerk I and Court Clerk II will be determined by the City based upon an assessment of the Court Clerk office's workload.

The work schedule for the Library will be determined by the Library Director.

Any employees working ten (10) hours per day receive no shift differential for a day shift, and do not receive overtime pay for working more than eight (8) hours as specified in section 2 defining the workday. Holiday pay shall be for eight (8) hours only.

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

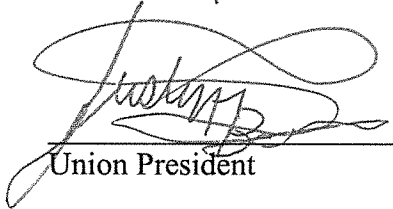
ATTEST:

Dated this 10th day of December, 2024:



City Mayor

Dated this 11 day of December, 2024:



Union President