

MEMORANDUM OF UNDERSTANDING
Between
City of Laurel, Laurel Library Board of Trustees, and Local Union 316 Public Works

The City and Union enter into the Memorandum of Understanding (“MOU”) for the limited purpose of unit clarification and memorializing their agreement to add and integrate certain existing employees of the Laurel Public Library (Librarians) as members of the existing AFSCME Local 316 bargaining unit and to draft provisions intended to be added to the existing Collective Bargaining Agreement (“CBA”) to effectuate the added members and clarify how City procedures will apply to the newly added union members.

WHEREAS, the City has a vested interest in City employee organization and City efficiency; and

WHEREAS, the Librarians have an interest in CBA protections and negotiation ability; and

WHEREAS, the City is concerned with respecting the powers and duties of the Library Board of Trustees (“Board”) as provided by Montana law; and

WHEREAS, the City has procedures, protocols, and policies that will require clarification in regards to the relationship and interaction between the Board, Union, and City; and

WHEREAS, the Union has contractual obligations to its members and a binding relationship with the City; and

WHEREAS, in order to resolve their respective concerns and interests, the City, Board, and Union enter into this MOU to clarify their respective roles, outline any required procedure changes, and define their relationship moving forward.

BASED on the recitals, the three parties agree as follows:

1. The Parties shall add and integrate the Library employees listed in Addendum A into the existing CBA to ensure such employees have all the protections and appropriate and necessary language provided in the CBA.
2. The Parties shall follow the budget procedure: The Library Director shall submit the Board’s budget to the Mayor to be included in the Mayor’s annual budget package which is presented to the City Council for their consideration and approval pursuant to Montana law. The Mayor and Library Director will communicate on proposed Board’s budget.. An Addendum G “Library Classification & Wages” will be drafted and added to the CBA to assist the City Clerk and Mayor in presenting the budget and CBA to the Library Board and Council.
3. Pursuant to Montana law, the Board is the final authority in hiring and firing Library employees, including any legal action or arbitration on the behalf of said employees and/or Union representation. Under powers granted to Board as noted in MCA 22-1-309. The Grievance procedure available to Library employees shall be included in Addendum A of this MOU.

4. The Payroll Department will begin deducting union dues when authorized by the employees and upon receipt of an employee's signed membership card (to be provided by Local 316 President to payroll). The current wages will remain at time of this MOU:
 - a. Assistant Director 20.70
 - b. Tech Services Lib. 15.90
 - c. Library Clerk I 15.49
 - d. Substitute Clerk 14.99
 - e. Library Clerk II 12.76

Future wage negotiations will fall under the agreements in the existing Local 316 CBA and the wage negotiations for the positions listed herein must be paid out of the Library Budget.

5. During future Local 316 negotiations, the Library Director will be included on the City side representing the budgetary interests of the Board.
6. At the conclusion of negotiations, the Board will receive a copy of the negotiated contract and confirm that the Library Budget will support any agreed upon increases prior to voting to approve or disapprove the negotiated contract. Local 316 will vote to ratify or accept the negotiated contract. If the Local 316 votes to approve or accept the negotiated contract, the negotiated contract shall be presented to the City Council for consideration and approval. The Parties agree that decisions of increasing mill values lie with the City of Laurel and the City Council's approval of the contract does not guarantee approval of any future increases to mill Values.
7. The Mayor, City Clerk Treasurer and Library Director will jointly review retirement, longevity, and other benefits to bring the Library employees in compliance with the Local 316 CBA requirements. The costs of such benefits shall be paid out of the Library Budget.

All other existing provisions of the CBA shall remain in full force and effect.

Dated this 4th day of May, 2021


City Mayor

Dated this 29th day of April, 2021


Union President

Dated this 3rd day of May, 2021
Arthur J. Veen
Library Board of Trustees, Chair

Attachments: Addendum A, CBA inclusions (2 pages)

ADDENDUM A: Inclusion of Library Employees into CBA Protections

Filed with MOU between City of Laurel, Laurel Public Library Board of Trustees, and Local 316
Laurel Public Works

Edits to Grievance Procedure:

Step 1. Public Works Director

An Employee (“Grievant”) who believes he/she has a grievance shall file a written grievance within a period of fifteen (15) days after the occurrence giving rise to the grievance or after the failure to informally resolve the grievance. The grievance shall be reduced to writing in the form of a petition indicating the specific term(s) of this Agreement violated or misinterpreted, facts supportive of the grievance, and the specific relief sought. The written grievance shall be filed with the Public Works Director. The Public Works Director shall meet with the grievant and issue a written decision and disposition of the grievance within fifteen (15) days of the meeting. If the grievant is a court clerk, he/she shall file his/her grievance with the City Judge for consideration hereunder. **If the grievant is a librarian, he/she shall file his/her grievance with the Library Director for consideration hereunder.**

Step 2. Union Member Grievance Presentation to the Union

If the grievant is not satisfied with the decision and disposition through Step 1, the grievant shall submit the grievance petition to the Union within five (5) calendar day's receipt of the decision issued pursuant to Step 1. The Union, upon receipt of the written and signed grievance petition, shall determine if a valid grievance exists. The Union shall have fifteen (15) calendar days to provide a response to the Union Member. If the Union determines no basis for a grievance exists, no further action on the part of the Union is necessary since the grievance shall be considered null and void. If the Union determines, by a majority vote, that a valid grievance exists the grievance shall proceed to Step 3.

Step 3. Appeal to the City’s Chief Administrative Officer/Mayor/Library Board

If the grievance remains unresolved and the Union determines a valid grievance exists pursuant to Step 2, the Union or grievant shall have fifteen (15) calendar days after the Union’s decision in Step 2, to appeal to the City’s CAO/Mayor/ **Library Board**. The CAO/Mayor/ **Library Board** shall issue a written decision on the grievance within fifteen (15) calendar days. No Union Member may take any grievance to Steps 3-5 if the Grievance is not approved or otherwise sanctioned by the union.

Edits to Arbitration:

Step 5. Arbitration

Add note: “For Library Employees involved in Arbitration, all instances of “Employer” reference the “Library Board of Trustees.”

**

Article VIII Hours of Work

Section 1. Work week:

Add subsection d: The work schedule for the Library will be determined by the Library Director.

(Note, if the 2 days off provision conflicts with the needed library schedule, the librarians have agreed to document an exception in the Section 1 language.)

**

Pg 15: Article XIV Working Conditions, Section 6. Visits by Union Representative: add “Library Director” to notifications.

**

Pg 20: Article XVII Discipline, Section 4, subsection c: add “Library Board of Trustees” after CAO in both instances; subsection d, add “Library Board of Trustees” after CAO.

**

Classification of Appeal section: add “Library Board of Trustees representative” after three bargaining unit members.

**

Add Addendum:

Per mediation discussion, adding Addendum G: “Library Classification & Wages”.

**

Article X Holidays

Library Director determines what day of the week a holiday will be effectively documented on in regards to compensation and day off work.

Notes & Intent:

Note on pg 2 of the contract, Article IV, Section 2, Management Rights: all powers of Management Rights apply to the Library Director, under the supervision of the Library Board.
(Library Director is direct supervisor)