

Council Member introduced the following resolution and moved for its adoption:

RESOLUTION #

APPROVING 2011-2012 LABOR AGREEMENT WITH LELS-PATROL

WHEREAS, the City and LELS-Patrol have been negotiating the terms of a two-year labor agreement; and

WHEREAS, the City and LELS-Patrol have reached tentative agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA,

Motions to approve resolution 11-05-XXX to approve the following terms of a two-year agreement between the City of Ramsey and LELS-Patrol:

Duration: 2-years / 2011-2012
Wages: 2011-0%, 2012-2%
Insurance: 2011: Memorandum of Understanding - See below
 2012: Reopener

Effective January 1, 2011, the chart below shows the City of Ramsey’s employee health insurance premiums. The employer will make the following contributions toward group single or family health insurance coverage for employees enrolled in the City’s plan. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

	Total Premium	City Contribution to Premium	City Contribution to VEBA**	Total COR Contribution	EE Contribution to Premium
Three for Free*					
Single (\$2000 deductible)	\$536.87	\$536.87	\$130.00	\$666.87	\$0.00
Family (\$4000 deductible)	\$1344.66	\$846.94	\$192.00	\$1038.94	\$497.72
\$1500 Deductible					
Single (\$1500 deductible)	\$554.65	\$469.91	\$130.00	\$599.91	\$84.75
Family (\$3000 deductible)	\$1389.14	\$820.17	\$192.00	\$1012.17	\$568.97
\$25/100%					
Single (\$0 deductible)	\$762.77	\$517.14	NA	\$517.14	\$245.63
Family (\$0 deductible)	\$1909.59	\$831.56	NA	\$831.56	\$1078.03

*Each plan member receives three free office visits (physician services) annually in addition to the free preventive care visit.

**The City’s 2011 VEBA contribution includes the \$4.30 monthly claims fee.

Court Time – Clarification to Language

An Employee who works the "C" or "D" shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate if the Employee is required to appear in court prior to 1:00 p.m. that same day. is required to appear in court within six (6) hours of the end of a scheduled shift shall receive a minimum of three (3) hours pay at Two (2) times the Employees base pay rate.

Injury on Duty – Clarification to Language

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the Employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the Employee's vacation, sick leave or other accumulated paid benefits, after a ~~five (5)~~ three (3) working day initial waiting period per injury. The ~~five (5)~~ three (3) working day waiting period shall be charged to the employee's sick leave account less Worker's Compensation insurance payments. Employees drawing Workers' Compensation benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after-tax pay than the Employee made while working.

Funeral Leave- Clarification to Language

Employees are allowed funeral leave up to ~~three (3) consecutive days~~ 24 hours twice annually per occurrence (a maximum of ~~six days~~ 48 hours annually) for a death in the immediate family as defined under Article 15.2. That time is not chargeable against any accrued vacation, sick or compensatory time. Hours must be taken within 5 (five) calendar days from start to finish per occurrence. Additional funeral leave may be taken (with prior approval from a supervisor) and is deductible from sick leave (up to three (3) consecutive days), vacation or compensatory time as the EMPLOYEE may choose and have available.

Compensatory Time Off (New Item)

Employees may elect to take compensatory time off in lieu of receiving overtime compensation except for the following: 1) Court time will be paid as overtime, 2) Hold-overs will be paid as overtime, 3) Early shift starts over two hours to cover the schedule will be paid as overtime (two hours and under may be taken as compensatory time off or overtime) 4) Scheduled overtime will be paid as overtime.

Compensatory time off is computed at one and one-half (1 ½) times the time worked. Accrued and banked compensatory time off shall not exceed 34 hours at any time and employees may not earn more than 40 hours of compensatory time off annually.

Compensatory time off may only be used with prior approval from the employee's department head. Upon separation from employment, accrued and unused compensatory time off will be paid to the employee at the then current rate. Compensatory time off will

be approved pending scheduling. Payback time must be satisfied before compensatory time off will be approved.

M.O.U. Holidays

For 2011 and 2012 only, the following changes apply to the 2011/2012 LELS Labor Agreement:

Employees will receive or be given credit in the work schedule for ninety-six (96) holiday hours per year. Each Employee shall have the option to sell ~~any or all~~ up to a maximum of 54 hours of his/her holiday hours back to the employer at his/her current rate of pay. This holiday buy back option may be taken during two time periods annually: January 1 through January 15, and November 1 through November 15. In any event, no holiday hours shall carry over to the next year.

M.O.U. Fitness-on-Duty (New Item)

For 2011 and 2012 only, the following changes apply to the 2011/2012 LELS Labor Agreement:

The purpose of this M.O.U. is to give each Patrol Officer the option to exercise while on duty. This is a voluntary program and is subject to the terms and conditions as set forth in the Police Department Fitness-on-Duty policy, as established by the Chief of Police.

This voluntary Fitness-on-Duty program provides an opportunity for employees engaged in stressful and somewhat sedentary jobs an opportunity to: 1) Improve job performance, 2) Reduce health risks, 3) Reduce job-related injuries, and 4) Reduce absenteeism.

Funding Source

The 2011 health insurance proposal is part of the 2011 General Fund Budget and is the same as the amounts that have already been approved for non-union and AFSCME employees. There will be a required re-opener for 2012 health insurance.

The 2012 2% wage adjustment will be included as part of the 2012 General Fund Budget

The motion for the adoption of the foregoing resolution was duly seconded by Council Member, _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 31st day of May, 2011.