


City of Ramsey
Agenda
Personnel Committee
Tuesday August 28, 2012

5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Committee Business**
 1. Consider a Resolution to Hire a City Engine 
 2. Consider a Resolution Ending the Probation of Paid-On-Call Firefighters
 3. Consider a Resolution to Enter Into a Memorandum of Understanding (M.O.U.) with AFSCME
- 5. Adjournment**

Personnel Committee

4. 2.

Meeting Date: 08/28/2012

By: Colleen Lasher, Administrative Services

Title:

Consider a Resolution Ending the Probation of Paid-On-Call Firefighters

Background:

On August 10, 2011, the City Council authorized the hire of Ms. Jackie Edwards and Mr. Timothy Flickinger. Both Ms. Edwards and Mr. Flickinger have successfully completed the required 1-year probation, including the necessary training.

Notification:

Observations:

Recommendation:

Based on satisfactory completion probation, staff recommends removing Jackie Edwards and Timothy Flickinger from probation and retaining them as paid-on-call firefighters.

Funding Source:

There is no additional funding required for this action.

Council Action:

Motion to approve resolution 12-09-XXX which confirms the recommendation of the Personnel Committee to remove Jackie Edwards and Timothy Flickinger from probation and retain them as paid on-call firefighters.

Attachments

Resolution

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date

08/23/2012 03:04 PM

Form Started By: Colleen Lasher

Started On: 08/21/2012 03:29 PM

Final Approval Date: 08/23/2012

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #

**RESOLUTION ENDING THE PROBATION
OF PAID-ON-CALL FIREFIGHTERS**

WHEREAS, Ms. Jackie Edwards and Mr. Timothy Flickinger began working for the City on August 10, 2011 and were subject to a one-year probationary period; and

WHEREAS, Ms. Jackie Edwards and Mr. Timothy Flickinger have completed the required probationary period and the necessary training, and

WHEREAS, staff recommends retaining Ms. Jackie Edwards and Mr. Timothy Flickinger as paid-on-call firefighters with the city of Ramsey.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) That the City Council of the City of Ramsey adopts this resolution to end the probationary period of Ms. Jackie Edwards and Mr. Timothy Flickinger and retain them as a paid-on-call firefighters with the city of Ramsey.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember , 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 11th day of September, 2012.

Personnel Committee

4. 3.

Meeting Date: 08/28/2012

By: Colleen Lasher, Administrative Services

Title:

Consider a Resolution to Enter Into a Memorandum of Understanding (M.O.U.) with AFSCME

Background:

Due to an unforeseen Family Medical Leave situation in the Building Maintenance Division, the City is in need of alternative staffing options to cover the essential functions of the Building Maintenance Worker position.

The City currently employs one full-time Building Maintenance Worker and one full-time Building Maintenance Supervisor. In June, a part-time Building Maintenance Worker retired, bringing the staffing down from 2 ½ to just 2 employees in that division. Currently, the full-time Building Maintenance Worker is out on Family Medical Leave due to a serious injury; leaving just the Building Maintenance Supervisor.

Mr. Jeffrey Strelow began a Temporary Seasonal position in the City's Parks Division on April 3, 2012. He was then transferred to the Building Maintenance Division with the expectation that his employment would terminate upon exhaustion of the allowable 640 hours as defined above. However, as a means of addressing the current staffing shortage, the City and AFSCME have an interest in entering into a Memorandum of Understanding (M.O.U.).

Proposed solution, if approved, effective upon the exhaustion of Mr. Strelow's allowable 640 hours, as defined in section 2.11 the terms of the agreement would be as follows:

- 1) Mr. Strelow will remain a Temporary Full-time Employee as defined in section 2.11.
 - a. He will become a dues paying participant with AFSCME
 - b. He will be paid at step one of the Building Maintenance wage scale; which is \$15.99 per hour
 - c. He will not be entitled to vacation time, sick leave, holiday pay or health and life insurance
 - d. He will be required to enroll with the Public Employees Retirement Association (PERA) if/when he becomes PERA eligible, participating per PERA guidelines
 - e. There will be no commitment on the part of the city of Ramsey to hire Mr. Strelow as a regular employee

- 2) This agreement, or the superseding agreement, shall remain in effect until the regular full-time employee returns from family medical leave and is able to work at least 30 hours per week
 - a. The agreement will sunset no later than December 31, 2012
 - b. However, in the unlikely event that circumstances warrant continuance beyond December 31, 2012, a new M.O.U. will be drafted.

- 3) Upon the request of the Union Steward/President, Aaron Madsen, the City has agreed to enter into a discussion with the Personnel Committee regarding the hardship placed on staff due to the reduction of the part-time Building Maintenance Worker.

Notification:

AFSCME Section 2.11 TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 40 hours per week, up to a maximum of 640 hours in a calendar year. This employee is not eligible for vacation time, sick leave, holiday pay or health and life insurance. Students may work up to 100 days per calendar year and still be considered temporary employees.

Observations:

Recommendation:

Staff recommends authorizing the Memorandum of Understanding (M.O.U.) in order to meet the coverage requirements and other responsibilities associated with the care and oversight of the Municipal Center until the full-time Building Maintenance Worker returns from his medical leave.

In addition, staff recommends a discussion with the Personnel Committee regarding the hardship placed on staff due to the reduction of the part-time Building Maintenance Worker (#3 above).

Funding Source:

The funding required for this request will come from the 2012 PW Streets Seasonal budget.

Council Action:

Motion to approve resolution 12-09-XXX, confirming the recommendation of the Personnel Committee to authorize the Memorandum of Understanding (M.O.U.) in order to meet the coverage requirements and other responsibilities associated with the care and oversight of the Municipal Center until the full-time Building Maintenance Worker returns from his medical leave.

Attachments

Temporary Administrative MOU

Resolution and MOU

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

08/23/2012 03:06 PM

Form Started By: Colleen Lasher

Started On: 08/21/2012 04:46 PM

Final Approval Date: 08/23/2012

**ADMINISTRATIVE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AFSCME
GRANTING AN EXCEPTION TO THE MAXIMUM HOURS
WORKED BY A TEMPORARY EMPLOYEE**

ARTICLE 2 DEFINITIONS: TEMPORARY FULL-TIME EMPLOYEE
(Maximum hours allowed)

- 2.11 TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 40 hours per week, up to a maximum of 640 hours in a calendar year. This employee is not eligible for vacation time, sick leave, holiday pay or health and life insurance. Students may work up to 100 days per calendar year and still be considered temporary employees.

Due to an unforeseen Family Medical Leave situation in the Building Maintenance Division, the City is in need of alternative staffing options to cover the essential functions of the Building Maintenance Worker position temporarily left vacant.

Background

The City currently employs one full-time Building Maintenance Worker and one full-time Building Maintenance Supervisor. In June, a part-time Building Maintenance Worker retired, bringing the staffing down from 2 ½ to just 2 employees in that division. Currently, the fulltime Building Maintenance Worker is out on Family Medical Leave due to a serious injury; leaving just the Building Maintenance Supervisor.

Mr. Jeffrey Strelow began a Temporary Seasonal position in the City's Parks Division on April 3, 2012. He was then transferred to the Building Maintenance Division with the expectation that his employment would terminate upon exhaustion of the allowable 640 hours as defined above. However, as a means of addressing the current staffing shortage, the City and AFSCME have an interest in entering into an Memorandum of Understanding (M.O.U.).


Proposed Solution

Effective upon the exhaustion of Mr. Strelow's allowable 640 hours, as defined in section 2.11, only to be superseded by a replacement M.O.U. authorized by the City Council. The terms of the agreement are as follows:

- 1) Mr. Strelow will remain a Temporary Fulltime Employee as defined in section 2.11.
 - a. He will become a dues paying participant with AFSCME
 - b. He will be paid at step one of the Building Maintenance wage scale; which is \$15.99 per hour
 - c. He will not be entitled to vacation time, sick leave, holiday pay or health and life insurance
 - d. He will be required to enroll with the Public Employees Retirement Association (PERA) if/when he becomes PERA eligible, participating per PERA guidelines

- e. There will be no commitment on the part of the city of Ramsey to hire Mr. Strelow as a regular employee
- 2) This agreement, or the superseding agreement, shall remain in effect until the regular fulltime employee returns from family medical leave and is able to work at least 30 hours per week
 - a. The agreement will sunset no later than December 31, 2012
 - b. However, in the unlikely event that circumstances warrant continuance beyond December 31, 2012, a new M.O.U. will be drafted
 - 3) Upon the request of the Union Steward/President, Aaron Madsen, the City has agreed to enter into a discussion with the Personnel Committee regarding the hardship placed on staff due to the reduction of the part-time Building Maintenance Worker.

FOR THE CITY OF RAMSEY:

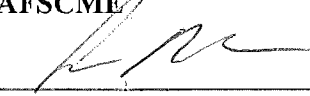
BY: 
 City Administrator

8/22/12
 Date

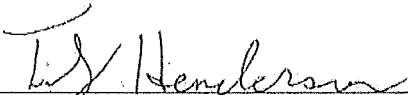
ATTEST: 
 Human Resources Manager

08-22-12
 Date

FOR AFSCME

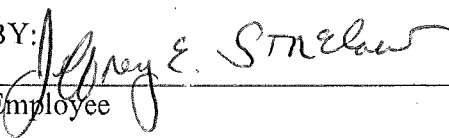
BY: 
 Negotiating Team Member

8/22/12
 Date

BY: 
 Business Agent

8-22-12
 Date

FOR SUBJECT EMPLOYEE

BY: 
 Employee

8-22-12
 Date

RESOLUTION # 12-09-XXX

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AFSCME
GRANTING AN EXCEPTION TO THE MAXIMUM HOURS
WORKED BY A TEMPORARY EMPLOYEE**

WHEREAS, due to an unforeseen Family Medical Leave situation in the Building Maintenance Division, the City is in need of alternative staffing options to cover the essential functions of the Building Maintenance Worker position; and

WHEREAS, the City and AFSCME have reached tentative agreement to continue the temporary employment of Mr. Strelow beyond the allowable 640 hours, as defined in section 2.11; and

WHEREAS, staff recommends authorizing the Memorandum of Understanding (M.O.U.) in order to meet the coverage requirements and other responsibilities associated with the care and oversight of the Municipal Center until the full-time Building Maintenance Worker returns from his medical leave.

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

Confirms the recommendation of the Personnel Committee to approve resolution 12-09-XXX to authorize the Memorandum of Understanding (M.O.U.) in order to meet the coverage requirements and other responsibilities associated with the care and oversight of the Municipal Center until the full-time Building Maintenance Worker returns from his medical leave.

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 11th day of September 2012.

ADDENDUM A TO RESOLUTION # , A RESOLUTION APPROVING

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AFSCME
GRANTING AN EXCEPTION TO THE MAXIMUM HOURS
WORKED BY A TEMPORARY EMPLOYEE**

**ARTICLE 2 DEFINITIONS: TEMPORARY FULL-TIME EMPLOYEE
(Maximum hours allowed)**

2.11 TEMPORARY FULL-TIME EMPLOYEE: Any non-student employee working a regularly scheduled work week of 40 hours per week, up to a maximum of 640 hours in a calendar year. This employee is not eligible for vacation time, sick leave, holiday pay or health and life insurance. Students may work up to 100 days per calendar year and still be considered temporary employees.

Due to an unforeseen Family Medical Leave situation in the Building Maintenance Division, the City is in need of alternative staffing options to cover the essential functions of the Building Maintenance Worker position temporarily left vacant.

Background

The City currently employs one full-time Building Maintenance Worker and one full-time Building Maintenance Supervisor. In June, a part-time Building Maintenance Worker retired, bringing the staffing down from 2 ½ to just 2 employees in that division. Currently, the full-time Building Maintenance Worker is out on Family Medical Leave due to a serious injury; leaving just the Building Maintenance Supervisor.

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Proposed Solution

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- d. He will be required to enroll with the Public Employees Retirement Association (PERA) if/when he becomes PERA eligible, participating per PERA guidelines
 - e. There will be no commitment on the part of the city of Ramsey to hire Mr. Strelow as a regular employee
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FOR THE CITY OF RAMSEY:

BY:

City Administrator

Date

BY:

Mayor

Date

ATTEST:

Human Resources Manager

Date

FOR AFSCME

BY: _____
Negotiating Team Member

Date

BY:

Business Agent

Date

FOR SUBJECT EMPLOYEE

BY:

Employee

Date