

**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 Strelow's allowable 640 hours, as defined in section 2.11, only to be superseded by a replacement M.O.U. authorized by the City Council.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

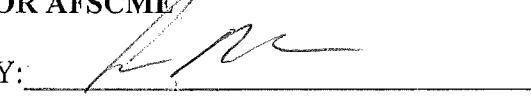
8/22/12
Date

ATTEST: 

Human Resources Manager

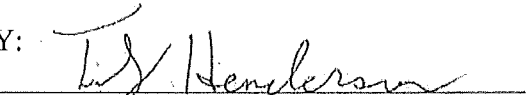
08-22-12
Date

FOR AFSCME

BY: 

Negotiating Team Member

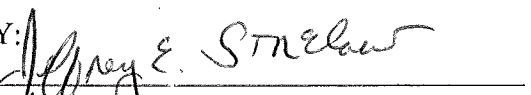
8/22/12
Date

BY: 

Business Agent

8-22-12
Date

FOR SUBJECT EMPLOYEE

BY: 

Employee

8-22-12
Date