

**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 11<sup>th</sup> day of September 2012.

**ADDENDUM A TO RESOLUTION # , A RESOLUTION APPROVING**

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**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.

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

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 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.

**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