

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-03-064

RESOLUTION TO APPROVE A 2-YEAR LABOR AGREEMENT WITH LELS-PATROL AND LELS-SERGEANTS

WHEREAS, the current Law Enforcement Labor Services (LELS) contracts with both LELS Patrol and LELS Sergeants expired on December 31, 2012; and

WHEREAS, city staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement; and

WHEREAS, the City and LELS have tentatively agreed to all articles within the contracts, as well as the Memorandum of Understandings for health insurance, the \$295 credit in lieu of coverage, and the Patrol Officers Holiday Buy Back at a maximum of 54 hours for both 2013 and 2014; and

WHEREAS, the City will administer the 2013-2014 labor agreement as follows:

City staff and LELS-Patrol and LELS-Sergeants have reached a tentative agreement on a two-year labor agreement.

Below is a list of the terms and conditions that have been tentatively agreed to:

Duration:

2-years / 2013-2014

Wages:

2013: 1% Increase to the 2012 wage scale, effective on 01-01-13, for a Cost of Living Adjustment.

2014: 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

Insurance:

Note: The following 2013 health insurance contributions are the same as the contributions previously approved for non-union employees.

2013: Memorandum of Understanding -- January 1, 2013 to December 31, 2013 as described below.

2014: Memorandum of Understanding -- January 1, 2014 to December 31, 2014 as described below.

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2013 and 2014. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

1) Increase city contributions for 2013 health insurance, as follows:

From \$1200 to \$1293 Family
From \$1050 to \$1095 Employee/Children
From \$950 to \$1017 Employee/Spouse
From \$700 to \$730-746.50 Single

Or

Provide cash in lieu of City's insurance contribution of \$295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from \$290 to \$295 per month; employees new to the program are subject to the following:

- Employee shows proof of other coverage, and
- Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and
- Employee experiences a qualifying family status change (for mid-year changes)

2) *Increase city contributions for 2014 health insurance, as follows:

From \$1293 to \$1358 Family
From \$1095 to \$1150 Employee/Children
From \$1017 to \$1068 Employee/Spouse
From \$730-746.50 to \$767-784 Single

Or

Provide cash in lieu of City's insurance contribution of \$295 per month; employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in and will receive an increase from \$290 to \$295 per month; employees new to the program are subject to the following:

- Employee shows proof of other coverage, and
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- Employee experiences a qualifying family status change (for mid-year changes)

*In the event that the 2014 health insurance renewal comes in at a rate increase of greater than 10%; as may be the case due the Health Care Reform Act, at the request of the bargaining unit, there will be a re-opener to negotiate the City's contributions. In any

case, the City will contribute no less than the 2014 amounts listed above.

Court Time:

An Employee who is required to appear in court within twelve (12) hours of the end of a scheduled shift and within twelve (12) hours of the start of a scheduled shift shall receive a minimum of three (3) hours pay at two (2) times the Employees base pay rate.

Compensatory Time Off:

The normal work year for full-time Employees shall consist of the number of Monday through Friday days in each calendar year multiplied by eight (8) hours. These hours are to be accounted for by each Employee through:

- a) Scheduled hours of work;
- b) Scheduled department meetings;
- c) Holidays;
- d) Authorized training;
- e) Authorized leave time; and
- f) Authorized compensatory time off

Overtime:

For the purposes of calculating overtime, an employee using paid holidays, vacation leave, sick leave, or compensatory time off is considered to be working.

Fitness-on-Duty:

The Fitness-on-Duty provision was previously authorized under a Memorandum of Understanding. Going forward, the following program would be included as an article within the normal contract, as follows:

The purpose of this Article is to give each Officers the option to exercise while on duty. 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, 4) Reduce absenteeism, and 5) Improve overall fitness.

This program is subject to the following terms and conditions:

The employee will be given the option to work out 1 hour per shift. The average should not exceed 6 hours of workout time over 2 weeks. This option is available if allowed by shift minimum's set forth by the Chief of Police, and call load. The workout time will consist of 30 minutes of the employees daily break time and up to 30 minutes of regular duty time.

Any employee participating in the program will partake in semi-annual fitness testing. The standards for testing will be set by the fitness coordinator and approved by the Chief

of Police. All participants will adhere to the department Physical Fitness Program policy and testing standards.

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

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to do the following:

Approve a resolution to settle the 2013 - 2014 Labor Agreement between the City of Ramsey and LELS-Patrol and LELS-Sergeants as follows:

Duration:

2-years / 2013-2014

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For Patrol Officers Only:

Continue the current Memorandum of Understanding for Holiday Buy Back as follows:

Section 17.4: Each employee shall have the option to sell a maximum of 54 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 times 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.

All other provisions of Article Seventeen (17) shall apply normally. This Memorandum of Understanding will sunset on December 31, 2014

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 26th day of March 2013.