

FINANCE COMMITTEE

11-0687R

RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE CITY OF DULUTH SUPERVISORY ASSOCIATION.

CITY PROPOSAL:

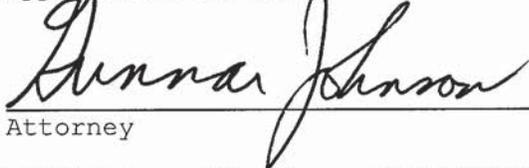
RESOLVED, that the proper city officials are hereby authorized to execute a supplemental agreement with the city of Duluth Supervisory Association, substantially the same as that on file in the office of the city clerk as Public Document No. _____, which sets forth the terms and conditions of employment for the individual appointed as a grant funded assistant city attorney (community prosecutor), for the purpose of the grant funded project entitled *Blight and Nuisance Crimes, A Project to Improve Public Safety* (supplemental grant approved by Resolution 11-0213R).

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ADM/ATTY GBJ:cjk 12/12/2011

STATEMENT OF PURPOSE: This resolution authorizes the execution of a supplemental agreement with the city of Duluth Supervisory Association (CDSA), which sets forth the terms and conditions of employment of an appointed grant funded Assistant city attorney effective January 1, 2012. The person appointed to the position will receive pay and benefits as noted in the agreement, but as it is a grant funded position of limited duration, the person appointed will not have seniority, severance or re-employment rights, or receive a contribution to the HCSPA. This supplemental agreement has been reviewed and approved by CDSA and the person appointed to the position.

SUPPLEMENTAL AGREEMENT

THE PARTIES to this agreement are the City of Duluth ("Employer") and City of Duluth Supervisory Association ("Association").

The parties acknowledge the following:

- A. Each is bound by a collective bargaining agreement for 2011, to the extent provided for by law ("Agreement").
- B. That attached hereto and marked Exhibit A is a Supplemental Agreement dated June 14, 2010 ("2010 Supplemental") between Association and Employer that modifies the provisions of the collective bargaining agreement between Association and Employer for the year 2010 for the reasons set forth in paragraphs B, C, and D of said Supplemental Agreement.
- C. Employer has been awarded a one-year extension to the Recovery Act Justice Assistance Grant for Blight and Nuisance Crimes ("Grant") for the period January 1, 2012 through December 31, 2012.
- D. The Employer desires to extend the appointment of the grant funded Assistant City Attorney (Community Prosecutor). The appointment extension will be limited to the one year period of the Grant extension.

THEREFORE, in consideration of the parties' mutual promises to each other, the parties agree as follows:

1. During the period January 1, 2012, through December 31, 2012, the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) shall be represented by the Association but shall not accrue seniority or re-employment rights, or severance under the Agreement. It is the expectation of the City that the position of grant funded Assistant City Attorney (Community Prosecutor) shall be eliminated January 1, 2013. The City may lay off the incumbent in the position on or before December 31, 2012, and the incumbent will then not have bumping, re-employment or severance rights.
2. During the period January 1, 2012, through December 31, 2012, the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) shall be compensated at the rate of \$67,044 / year. During this time period, said individual shall receive the benefits he or she is eligible for under the collective bargaining agreement then in effect, excluding any contributions to a HCSPA as set forth in Article 13.1(d) and Article 13.14.
3. If the grant funded position of Assistant City Attorney (Community Prosecutor) continues to exist on January 1, 2013, the terms and conditions of employment for the individual holding such appointment shall be governed by the collective bargaining agreement then existing between Employer and Association.

4. All other articles of the Agreement shall remain in full force and effect. This Supplemental Agreement shall be effective upon Council approval, by resolution duly passed, and shall remain in effect for the same term as the collective bargaining agreement it modifies, or until changed by mutual agreement between the parties, whichever occurs first.

Dated: _____

CITY OF DULUTH

CITY OF DULUTH SUPERVISORY ASSOCIATION

By _____
Mayor

By _____
Its President

Attest: _____
City Clerk

By _____
Its Secretary

Countersigned:

City Auditor

Approved as to form:

City Attorney

SUPPLEMENTAL AGREEMENT

THE PARTIES to this agreement are the City of Duluth ("Employer") and City of Duluth Supervisory Association ("Association").

The parties acknowledge the following:

- A. Each is bound by a collective bargaining agreement for 2010, to the extent provided for by law ("Agreement").
- B. Employees holding the appointed position of Assistant City Attorney are represented by the Association, and have certain seniority rights provided for in the Agreement.
- C. The Employer has been awarded a Recovery Act Justice Assistance Grant for Blight and Nuisance Crimes ("Grant"). The Grant will provide funding for the City's Project to Improve Community Safety ("Project"). The Project requires the employment of a Community Prosecutor who will work with a Community Police Officer and Clerical Support Technician. The goal of the Project is to reduce blight and nuisance crimes, improve prosecution, access to statistics, increase victim willingness to testify and improve citizens' sense of safety. The Grant will fund the Project for a two year period.
- D. The Employer desires to appoint an additional Assistant City Attorney to work as the Community Prosecutor. The appointment will be limited to the two year period of the Grant. Given the amount of grant funding available and the limited duration of the appointment, the Employer requires that the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) not accrue seniority or re-employment rights under the parties Agreement.

THEREFORE, in consideration of the parties' mutual promises to each other, the parties agree as follows:

1. During the period January 1, 2010, through December 31, 2011, the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) shall be represented by the Association but shall not accrue seniority or re-employment rights under the Agreement. It is the expectation of the City that the position of grant funded Assistant City Attorney (Community Prosecutor) shall be eliminated January 1, 2012. The City may lay off the incumbent in the position on or before December 31, 2011, and the incumbent will then not have bumping or re-employment rights.
2. During the period January 1, 2010, through December 31, 2010, the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) shall be compensated at the rate of \$ 62,140 / year. During the period January 1, 2011, through December 31, 2011, the individual appointed to the grant funded position of Assistant City Attorney (Community Prosecutor) shall be compensated at the rate of \$ 67,044 / year. During these time periods, said individual shall receive the benefits he or she is eligible for under the

collective bargaining agreement then in effect, excluding the contribution to the HCSPA under Article 13.11..

3. If the grant funded position of Assistant City Attorney (Community Prosecutor) continues to exist on January 1, 2012, the terms and conditions of employment for the individual holding such appointment shall be governed by the collective bargaining agreement then existing between Employer and Association.

4. All other articles of the Agreement shall remain in full force and effect. This Supplemental Agreement shall be effective upon Council approval, by resolution duly passed, and shall remain in effect for the same term as the collective bargaining agreement it modifies, or until changed by mutual agreement between the parties, whichever occurs first.

Dated: June 14, 2010

CITY OF DULUTH

By [Signature]
Mayer

Attest: [Signature]
City Clerk

Countersigned:

[Signature]
City Auditor

Approved as to form:

[Signature]
City Attorney

CITY OF DULUTH SUPERVISORY ASSOCIATION

By [Signature]
Its President

By [Signature]
Its Secretary