

To: HONORABLE MAYOR AND CITY COUNCIL.

FROM: Dave Maroney, City Administrator.

SUBJECT: Interim Public Works Director.

DATE: September 12, 2019.

BACKGROUND.

With the consent of the Personnel Committee, Wes Anway and I have continued to discuss his interest in serving as the Interim Public Works Director. To date, the essential terms that would be represented by the *Memorandum of Understanding* between the City and Local 49 are summarized as follows: (1) in addition to the duties that Wes already assumes as the Utilities Supervisor, he will also accept responsibility for fulfilling the *Essential Functions* of the Public Works Director (attached); (2) as per City Policy, Wes will be paid \$38.26 per hour (Pay Grade 17, Step 2) while he holds the position of Interim Public Works Director; (3) in the event that Wes works more than eighty-six (86) hours per pay period, he will receive \$46.81 per hour (1 ½ times the hourly rate for the Utilities Supervisor position – Pay Grade 13, Step 3) *Note: the attached Memorandum of Understanding* dated February 12, 2018 limited “management responsibilities” and required “overtime” payment pursuant to the *Labor Agreement*; (4) while serving as the Interim Public Works Director, no *Advancing Step* shall occur on January 1, 2020; however, when Wes returns to the position of Utilities Supervisor his hourly rate will be adjusted in accordance with *Section 28.2 Advancing Steps* of the *Labor Agreement (January 1, 2018 – December 31, 2020)*; (5) Wes will begin work as Interim Public Works Director on September 18, 2019 and will continue in the position until either a Public Works Director begins employment with the City or June 30, 2020, whichever date occurs first; (6) subject to mutual consent of Wes and the City, his employment as Interim Public Works Director may be extended beyond June 30, 2020; (7) upon acceptance of these terms and execution of the *Memorandum of Understanding*, Wes will be credited one (1) week of vacation; (8) provided Wes continues to assume the position of Interim Public Works Director until March 18, 2020, one (1) additional week of vacation will be credited at that time; and (9) the City may at its sole discretion remove Wes from the position of Interim Public Works Director at any time.

REQUESTED COUNCIL ACTION.

The City Council is requested to approve the terms outlined above to appoint Wes Anway as Interim Public Works Director and authorize Staff to proceed with finalizing the *Memorandum of Understanding* with the Union of Operating Engineers, Local 49.

Public Works Director

Dept/Div: *Public Works*

FLSA Status: *Exempt*

General Definition of Work

Performs difficult advanced technical work overseeing the operations, planning, purchases, and staffing for the department, and related work as apparent or assigned. Work is performed under the general direction of the City Administrator. Departmental supervision is exercised over all personnel within the department.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

Directs and administers maintenance and operations activities of the utility, street, park and fleet divisions; ensures effective utilization of department resources; establishes procedures which assure goals are met and within budget; monitors results and makes changes as needed.

Evaluates the need for public works improvements in the City; makes recommendations for construction and maintenance programs; participates in developing long-range capital improvement plans.

Prepares the annual budget for the department with appropriate documentation; ensures expenditures of the department are consistent with the approved budget. Addresses resident requests/complaints in person, over the phone or via email; follows-up in a timely manner.

Assists with utility permitting and inspection process.

Plows and hauls snow as necessary; assists with ice control; secures and maintains adequate levels of salt.

Attends meetings and training as requested or required; participates in Safety Committee meetings and trainings; assists with department policy implementation and enforcement.

Prepares agenda and related materials for Public Works Commission meetings.

Knowledge, Skills and Abilities

Thorough knowledge of the City's policies and procedures

Thorough knowledge of safety policies, practices and procedures

Thorough knowledge of maintenance and equipment maintenance manuals

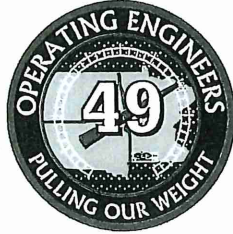
General knowledge of time sheets and vehicle logs

Thorough knowledge of budget reports, state policy and procedures, council and committee policies;

International Union of Operating Engineers

LOCAL NO. 49, 49A, 49B, 49C, 49D, AND 49E
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

CLAYTON J. JOHNSON, President
BRUCE STAHNKE, Vice President
TIM L. OLSON,
Recording-Corresponding Secretary
ERIC R. O'GARY, Treasurer



GLEN D. JOHNSON
Business Manager/Financial Secretary

Affiliated with the A.F.L. - C.I.O.

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

February 12, 2018

MEMORANDUM OF UNDERSTANDING

The parties are executing this agreement to address interim duties that will be assigned to the Utilities Supervisor during the term of the Public Works Director Vacancy. Once the position is filled the Utilities Supervisor will then continue with the duties normally assigned to the position. The duties assigned shall not be of such nature that they violate the below provision of state law and change the employees bargaining unit eligible status.

PELRA defines a supervisory employee as the following:

Minn. Stat. § 179A.03

Subd. 17. Supervisory employee.

*“Supervisory employee” means a person who has the authority to undertake a **majority** of the following supervisory functions in the interests of the employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer. To be included as a supervisory function which the person has authority to undertake, the exercise of the authority by the person may not be merely routine or clerical in nature but must require the use of independent judgment. An employee, other than an essential employee, who has authority to effectively recommend a supervisory function, is deemed to have authority to undertake that supervisory function for the purposes of this subdivision. The administrative head of a municipality, municipal utility, or police or fire department, and the administrative head's assistant, are always considered supervisory employees.*

The removal of employees by the employer from a nonsupervisory appropriate unit for the purpose of designating the employees as "supervisory employees" shall require either the prior written agreement of the exclusive representative and the written approval of the commissioner or a separate determination by the commissioner before the redesignation is effective.

At no time shall the employee be able to perform more than 4 of the 10 functions of a supervisor and the functions the employer has assigned are: *assignment, reward, direction of work and adjustment of other employees' grievances.* The other 6 items highlighted above shall be handled by either ranking management or elected officials of the City of Cannon Falls and at anytime the Utility Supervisor can be overruled by the aforementioned. Furthermore the City of Cannon Falls also agrees not to challenge the employees inclusion in the bargaining unit. The rate of pay shall be \$36.15 hr for the period that the employee will be assigned these extra duties.

CITY OF CANNON FALLS

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL No. 49

By _____

By _____

Glen D. Johnson, Business Manager

By _____

By _____

Jay Poitevin Organizer/Contract Specialist