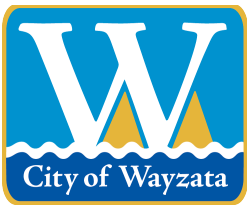




Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
TUESDAY, NOVEMBER 19, 2019

WORKSHOP TOPICS FOR DISCUSSION:

1. Update on Environmental Health Inspections Partnership with the City of Minnetonka (5:45 p.m.)
2. Update of Union Negotiations with Public Works and Police (6:00 p.m.)
3. Discussion of Parking Regulations and Recreational Vehicle Ordinance (6:15 p.m.)
4. Continuation of Discussion on Lake Effect Conservancy Marketing Initiative (6:30 p.m.)



City Council Workshop City Council Agenda Report

MEETING DATE: November 19, 2019	WORKSHOP AGENDA ITEM: 1.
TITLE: Update on Environmental Health Inspections Partnership with the City of Minnetonka (5:45 p.m.)	
PREPARED BY: Kathy Leervig, City Clerk	
REVIEWED BY: Jeff Dahl, City Manager	

DISCUSSION OBJECTIVE:

To provide direction on environmental health inspections services.

BACKGROUND:

The City has contracted with the City of Minnetonka for health inspections of restaurants, special food events, swimming pools and lodging establishments since 2007. The current fee established by Minnetonka is \$77/hour for inspections services and has not been adjusted since the implementation of the contract.

As part of its recent budget process, Minnetonka determined that a significant increase in the fee was necessary to continue to provide health inspection services to Wayzata. The increase in the hourly rate is attributed to increases in wage and market adjustment over the past 12 years, increase in equipment costs, and increase in number of food establishments/special food events inspected compared to 2007. Minnetonka is proposing an increase to \$100/hour to cover costs.

In 2019, the license fee revenue for Wayzata is approximately \$67,700. In 2018, Minnetonka charged approximately \$39,100 for inspection fees and appears to be on track for a similar fee of \$40,000 for 2019.

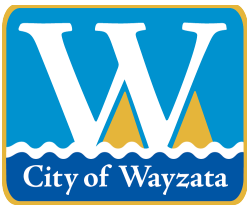
City of Wayzata staff administers all the licensing forms/renewals for each of the establishments. While it is difficult to determine the amount of time for each license, there is a considerable time spent on processing and renewing licenses on an annual basis.

Options for the Council to discuss are:

1. Approve an amended contract with Minnetonka with the increased fee of \$100/hour and consider future fee schedule increases to offset the City's costs.
2. Explore options to give up local inspection autonomy to the State of Minnesota (The State would most likely provide services through Hennepin County).

ATTACHMENTS:

None



City Council Workshop City Council Agenda Report

MEETING DATE: November 19, 2019	WORKSHOP AGENDA ITEM: 2.
TITLE: Update of Union Negotiations with Public Works and Police (6:00 p.m.)	
PREPARED BY: Julie Kaufman, HR Coordinator	
REVIEWED BY: Jeff Dahl, City Manager	

DISCUSSION OBJECTIVE:

To provide an update on the progress of the union negotiations for both Public Works (AFSCME) and Police (LELS).

BACKGROUND:

In late 2016, the City negotiated 3-year union contracts with both its Public Works Department who is represented by AFSCME and the Police Department who is represented by LELS.

In preparation of the 3-year contract expiring on December 31 of this year, HR Julie Kaufman has led negotiation efforts for the past six months with Union stewards Kurt Klapprich, Bernie Poirier, and Ryan Anderson for Public Works and Officer Brandon Haapoja with the Police Department.

Attached are the draft contracts which will be summarized at the work shop. Items to note are:

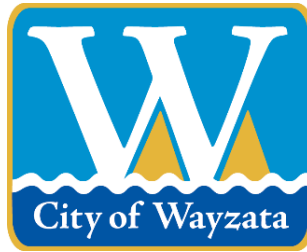
- Both are 3-year terms;
- Both include annual COLA increases of 3%; and
- Both include transitioning from the current payroll process to a recommended bi-weekly system

Each of the unions have approved the contacts and are ready for Council review. Staff and the union reps are still working on creating red line copies to compare with the previous contracts.

Next steps will be for the draft red line contracts to be considered at a regular Council Meeting in December.

ATTACHMENTS:

1. FINAL LELS (Oct).docx
2. AFSCME 2020-2022 DRAFT FINALFINAL



2020, 2021 & 2022

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 37

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ARTICLE 1 - PURPOSE

This Agreement is hereby made and entered into between the City of Wayzata, a municipal corporation, hereinafter called the EMPLOYER and Law Enforcement Labor Services, Inc. (LELS), Local No. 37, hereinafter called the UNION. It is the purpose and intent of this Agreement to express in written form the agreement of the parties hereto regarding terms and conditions of employment in the Wayzata Police Department.

ARTICLE 2 - UNION RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative in a unit defined as all essential employees of the City of Wayzata Police Department, Wayzata, Minnesota, who are public employees within the meaning of Minnesota Statutes §179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE 3 - DEFINITIONS

EMPLOYER: The City of Wayzata

EMPLOYEE: A member of the exclusively recognized bargaining unit

GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement

POLICE CHIEF: The Police Chief of the City of Wayzata Police Department

SENIORITY: A full-time Employee's length of continuous service with the Employer since Employee last hiring date. The last hiring date shall mean the date upon which an employee first reported for work at the direction of the Employer, since which Employee has not quit, retired, been transferred outside the Union or been discharged

UNION: Law Enforcement Labor Services, Inc., Local No. 37 (LELS)

UNION STEWARD: An employee, (up to two), appointed by LELS

ARTICLE 4 - UNION SECURITY

4.1 The UNION will be allowed reasonable visitation by UNION representatives for the purpose of signing up new members and processing grievances.

4.2 The EMPLOYER agrees to allow the UNION to place a bulletin board in an approved location for the purpose of posting official notices and bulletins. The bargaining unit agrees that it will enforce the following: Items which reflect negatively on the UNION, EMPLOYEES or the City of Wayzata shall not be posted. All posted materials must be approved by a UNION representative. The EMPLOYER shall not be responsible for any materials posted on the bulletin board.

4.3 The EMPLOYER shall deduct per pay period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing, in writing, such deduction on a form designated and furnished by the UNION.

4.4 The UNION shall confirm to the EMPLOYER, in writing, the current amount of regular dues to be withheld as authorized by law. Should an employee wish to stop the deduction of Union

dues the EMPLOYEE shall notify the EMPLOYER in writing of such intention at least five (5) working days prior to the effective date of the termination.

4.5 The UNION may designate up to two EMPLOYEES from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of Steward and/or alternate.

ARTICLE 5 - EMPLOYER AUTHORITY AND SECURITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel decisions, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 The Union and its members agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the EMPLOYER. Violations of this Article shall be grounds for disciplinary action and up to including discharge

ARTICLE 6 - DISCIPLINE

6.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- A. oral reprimand;
- B. written reprimand;
- C. suspension without pay;
- D. demotion; or
- E. discharge.

Suspensions, demotions, and discharges will be in written form. An EMPLOYEE to be discharged shall first be suspended without pay for five days prior to the discharge taking effect.

6.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. The EMPLOYEE involved and the Union Steward will receive copies of any such reprimand and/or notice. EMPLOYEES may examine their individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

6.3 Grievances relating to this Article may be initiated by the Union as described in Article 7.3 of this AGREEMENT.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Union Representatives: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such Union Representatives and of their successors.

7.2 Processing of a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal

working hours only when consistent with such employee duties and responsibilities. The aggrieved EMPLOYEE and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal work hours provided that the EMPLOYEE and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

7.3 Procedure: Grievances shall be resolved in conformance with the following procedure:

Step 1: An EMPLOYEE claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The supervisor will discuss the grievance and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. To appeal a grievance not resolved in Step 1 to Step 2, the UNION must set forth in writing the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. This written appeal to Step 2 must be presented to the EMPLOYER within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed by the UNION in writing to Step 2 within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with the Chief of Police. The Chief of Police shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Chief of Police's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the UNION and discussed with the City Manager or designated representative. The City Manager shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Minnesota Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Minnesota Public Employment Relations Board.

7.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless

the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time EMPLOYER limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Equal Opportunity Commission (EEOC), Civil Service, and Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 4 of Article 7 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 - SENIORITY

8.1 Seniority, for the purposes of this Article, shall be determined by an EMPLOYEE'S length of continuous employment with the Wayzata Police Department. A seniority roster will be maintained by the Police Chief showing for each EMPLOYEE date of hire, time in grade and time within specific classifications.

8.2 Newly hired, rehired, promoted and reassigned employees will be on a six-month to twelve-month probationary period. During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the City. During the probationary period, a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the City.

8.3 When a reduction in the work force becomes necessary, the employee with the least seniority shall be laid off first. The last EMPLOYEE laid off shall be the first to be recalled for work. No new EMPLOYEES shall be hired during the two years following layoff of the affected EMPLOYEES until the layoff list has been exhausted.

8.4 Transfers, job classification assignments and promotions shall be made on the basis of past job performance and ability.

ARTICLE 9 - VACATION

9.1 EMPLOYEES shall receive the following paid vacation leave, based upon the EMPLOYEE'S years of employment with the EMPLOYER:

0-5	years of service	-	80 hours	(6-2/3 hours per month)
6-11	years of service	-	128 hours	(10-2/3 hours per month)
12-13	years of service	-	140 hours	(11-2/3 hours per month)
14-15	years of service	-	152 hours	(12-2/3 hours per month)
16-17	years of service	-	164 hours	(13-2/3 hours per month)
18-19	years of service	-	168 hours	(14 hours per month)
20-24	years of service	-	184 hours	(15-1/3 hours per month)
25+	years of service	-	192 hours	(16 hours per month)

9.2 First preference for vacation leave and days off on Independence Day, Thanksgiving, Christmas and New Year's Day will be given to those EMPLOYEES having worked the same day in the preceding year(s). All other vacation leave shall be allocated for a specific period of time to that employee first requesting it.

9.3 At the end of the EMPLOYEE'S anniversary month of hire, EMPLOYEES shall only be allowed to carry over a maximum bank of 200 hours of unused vacation unless the EMPLOYEE has been denied a requested vacation during the previous 12-month period. If this occurs, the EMPLOYEE'S accrued unused vacation time may exceed the 200 hour maximum by the amount of vacation denied for a period of six months beyond their anniversary month of hire.

ARTICLE 10 - SICK LEAVE

10.1 Each EMPLOYEE will earn 8 hours per month sick leave, to a maximum of 960 hours. Sick leave will be paid at the employee's pay level at the time of illness, and in cases of prolonged illness the EMPLOYEE may also use vacation time after accumulated sick leave has expired. While on sick leave an employee shall continue to earn and accrue all benefits as fully employed and on duty.

10.2 Sick leave will be granted for personal illness, injury or legal quarantine of the EMPLOYEE or for an incapacitating condition in the employee's immediate family (spouse, parents and children). At the discretion of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

10.3 Sick Leave Credit Pay Plan: Employees who leave employment voluntarily, resign, retire or who are terminated for reasons other than just cause shall as of the date of separation receive compensation for their sick leave in accordance to the following schedule:

0-720 hours at a per hour compensation rate of 25% of the regular hourly rate of pay;

721-960 hours at a per hour compensation rate of 60% of the regular hourly rate of pay;

961-1056 hours at a per hour compensation rate of 85% of the regular hourly rate of pay

10.4 At the end of each year, EMPLOYEES with an accumulation of sick leave in excess of 960 hours will have the hours in excess of 960 hours converted at a per hour compensation rate of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

ARTICLE 11- OFF DUTY EMPLOYMENT

All off-duty work must be approved in advance by either the Police Chief or the City Manager. Such work may be denied if it might adversely affect an employee's on-the-job performance or if it might adversely reflect upon the department or the EMPLOYER.

ARTICLE 12 - INJURED ON DUTY

EMPLOYEES are covered by Workers' Compensation, which covers injuries received on the job. The EMPLOYEE will be paid by the EMPLOYER the difference between Workers' Compensation and the EMPLOYEE'S regular pay up to one year per injury. The EMPLOYEE shall not lose sick leave for this type of injury. While on Workers' Compensation an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty. EMPLOYEE agrees to submit to a medical examination by a qualified physician to verify employee's inability and/or continued inability to work. The EMPLOYER agrees to pay the cost of such examination.

ARTICLE 13 - JURY DUTY, FUNERAL LEAVE AND SPECIAL LEAVES OF ABSENCES

13.1 Jury Duty: If an EMPLOYEE is called for jury duty the EMPLOYEE will be excused from work during that period. The EMPLOYER will pay the difference from that pay received for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.

13.2 Funeral Leave: In the event of the death of an EMPLOYEE'S immediate family member, the EMPLOYEE will be granted up to three (3) shift days of emergency leave with pay. Immediate family shall be defined as spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunt, uncle or a like member of employee's spouses' family, as well as any member of the EMPLOYEE'S immediate household when a close relationship exists and has been designated by the EMPLOYEE to the EMPLOYER in advance. Additional emergency leave with pay may be granted at the sole discretion of the Police Chief. For the purpose of this provision the term "emergency leave with pay" shall mean sick leave.

13.4 Special Leaves of Absences: Family medical leave, parental leave, military leave and other statutory leaves shall be administered as per the applicable sections of the EMPLOYER'S current Personnel Policy.

ARTICLE 14 - HOLIDAYS

14.1 EMPLOYEES shall receive 96 holiday hours that represent the twelve (12) holidays listed below. All holiday hours shall be considered floating holidays that may be used at the discretion of the EMPLOYEES subject to approval by their Supervisor.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Easter
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

14.2 Holiday's Overtime: EMPLOYEES scheduled to work on holidays listed below shall receive overtime pay at one and one-half times the EMPLOYEE'S regular base pay rate.

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Easter
Memorial Day
Labor Day
Veterans' Day
Christmas Eve

14.3 Holiday's Double time: EMPLOYEES who work on the holidays listed below shall receive overtime pay at two times the EMPLOYEE'S regular base pay rate.

Independence Day
Thanksgiving
Christmas Day

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 The regular scheduled work day for employees shall be no less than eight (8) hours and no more than twelve (12) hours depending on type of schedule. The normal work year is 2,080 hours and to be accounted for by each employee through:

- hours worked on assigned shifts;
- holidays;
- assigned training;
- authorized leave time

15.2 The Police Chief is responsible to ensure that the shift schedule throughout the work year equals 2080 hours. It is understood that the EMPLOYEE shall continue to have the opportunity to release this obligation through the EMPLOYEE'S participation in departmental training activities outside of the EMPLOYEE'S normal working hours. All hours remaining which are not charged to training shall be assigned to the EMPLOYEE by the Police Chief or designee for regular police duties. The Police Chief or designee shall maintain individual time records for each EMPLOYEE to ensure that the intent of this section is met and submit to Human Resources on January 1st of every year.

15.3 Overtime shall be at the rate of time and one-half and defined as all hours worked in excess of the EMPLOYEE'S regular scheduled shift, eight consecutive work days, in excess of the average work week, or 2,080 hours in any calendar year. Overtime shall be paid in the pay period it is earned.

15.4 The Police Chief or designee shall post all shift schedules five days or more in advance. All empty shifts shall be filled without the use of overtime whenever practical. However, when a shift becomes available within a five-day period and is to be filled by overtime it shall be split as equally as possible between the EMPLOYEES scheduled to work both adjoining shifts.

15.5 Overtime shifts available more than 5 days out will be distributed as equally as practicable. For the purposes of scheduling, this section shall apply to available shifts within the patrol division and contractual overtime.

15.6 Overtime refused by EMPLOYEES will for record purposes under Section 15.5, be considered as unpaid overtime offered for tracking purposes.

15.7 Overtime will be calculated to the nearest fifteen (15) minutes.

15.8 All EMPLOYEES will be allowed thirty minutes of work relief periods for each four (4) hours worked, which shall include coffee breaks and meals. This will be taken when affordable during such an EMPLOYEE'S regular tour of duty.

ARTICLE 16 - CALL BACK

Any EMPLOYEE called back to work at a time other than their normal regularly scheduled shift shall be paid for a minimum of three (3) hours at time and one-half the EMPLOYEE'S regular rate of pay. An extension or early report to a regularly schedule shift for duty does not qualify the employee for the three (3) hours minimum.

ARTICLE 17 - STANDBY

EMPLOYEES required to be on call or on standby shall receive one-half hour's pay for each hour.

ARTICLE 18 - COURT TIME

18.1 A minimum of three (3) hours overtime will be paid for court time while an EMPLOYEE is off-duty. All court time in excess of three hours also will be paid at the overtime rate. The term "court time" shall include all time between the time at which such an EMPLOYEE is directed to appear and the time at which the employee is released by the attorney ordering the EMPLOYEE'S appearance. This shall include all recesses and lunch periods during which an EMPLOYEE is not permitted to return to the employee's normal activities.

18.2 An EMPLOYEE will be paid mileage in an amount established annually for all City employees by the Federal IRS mileage rate per mile from home and back for a job related court appearance outside of Wayzata but within the Twin Cities area. An EMPLOYEE will be reimbursed for necessary parking fees and meals while attending court. If an EMPLOYEE is required by the EMPLOYER to attend court outside the Twin Cities area, the EMPLOYEE will be reimbursed for all necessary expenses connected therewith, including lodging.

18.3 Court Cancellation Pay: An EMPLOYEE who is scheduled to testify in court during off-duty time, but the court appearance is subsequently cancelled within less than 24 hours prior to the court appearance date and time, shall be paid three (3) hours pay at the EMPLOYEE'S base rate of pay. If the court appearance is canceled more than 24 hours in advance of the scheduled court appearance, the EMPLOYEE shall not receive any payment. The EMPLOYEE shall be responsible for contacting the City or County Attorney's office more than 24 hours before the court appearance date to verify the court appearance. Failure of the EMPLOYEE to verify the court appearance shall result in the loss of any payment pursuant to this section.

ARTICLE 19 - UNIFORMS

The EMPLOYER will buy police EMPLOYEES all necessary uniforms, and civilian clothes for Investigator, including approved foot wear, as well as equipment and replacements. An

EMPLOYEE assigned to Investigation may purchase required clothing and equipment not to exceed \$1,100 for the two-year assignment. These purchases shall be reimbursed or charged directly to the EMPLOYER. Refusal to purchase any needed replacements shall be subject to the grievance procedure. Standard and seasonal changes will be posted in the squad room at City Hall.

ARTICLE 20 - WAGES

20.1 EMPLOYEES will receive a 3.0% COLA increase for 2020, 2021 and 2022

	2020	2021	2022
Police Officer A -10 years	38.95	40.12	41.32
Police Officer B	37.45	38.57	39.73
Police Officer C	35.67	36.74	37.84
Police Officer D	33.97	34.99	36.04
Police Officer E	31.45	32.39	33.37
Police Officer F	29.12	29.99	30.89
Police Officer G	27.74	28.57	29.43

20.2 Incentive Pay: Employees who earn a job related Associate (2 year) or Bachelors (4 year) Degree shall receive one hundred dollars monthly in addition to their base pay.

All employees shall receive \$100.00 per month to implement and utilize "Modern Policing Themes/Practices".

20.3 Specialty Pay: An EMPLOYEE assigned to *Field Training Officer (FTO)* or *Firearms/Use of Force Instructor* duties by the Police Chief shall be paid a differential of \$125.00 per month above their regular hourly rate of pay. There can be no more than three (3) employees assigned to Field Training Officer (FTO) and there can be no more than three (3) or Firearms/Use of Force Instructor at one time.

An EMPLOYEE assigned to *School Resource Officer* duties by the Police Chief shall be paid a differential of \$225.00 per month above their regular hourly rate of pay. There can be no more than one employee assigned with this duty at one time

An EMPLOYEE assigned to *Investigation* duties by the Police Chief shall be paid a differential of \$250.00 per month above their regular hourly rate of pay. There can be no more than two (2) employees assigned with this duty at one time

20.4 Payday: EMPLOYEES will be paid semi-monthly, no later than three working days following the fifteenth of each month and the last day of each month for 2019. Effective 2nd quarter of 2020, the EMPLOYER will be processing payroll electronically and EMPLOYEES will be paid bi-weekly.

20.5 Expenses: Should an EMPLOYEE be required to use a private vehicle for City business, including court appearances, the EMPLOYEE will be paid mileage at the rate set by the Federal IRS mileage rate for the current year. Mileage will be paid from either the EMPLOYEE'S home

or City Hall, whichever is applicable in the given instance. The EMPLOYER will pay an EMPLOYEE for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools with the approved form submitted to the Finance Department.

ARTICLE 21 - EDUCATION REIMBURSEMENT

All EMPLOYEES will be eligible for education/tuition reimbursement per the City's Education/Tuition Reimbursement Policy (attached as Appendix A.)

ARTICLE 22 - INSURANCE

22.1 The EMPLOYER will offer EMPLOYEE the same medical and life insurance benefits which are offered to other City EMPLOYEES. In addition, EMPLOYEES will be covered by false arrest insurance paid for by the EMPLOYER, which shall include legal counsel for civil and criminal action when an officer is legally acting in the course of the EMPLOYEE'S duties.

22.2 An EMPLOYEE who is on an approved unpaid leave of absence that is not covered under the Family and Medical Leave Act of 1993 shall be eligible to continue participation in the EMPLOYER group medical insurance plan during the unpaid leave of absence provided that the EMPLOYEE pays the full premium for coverage with no contribution from the EMPLOYER.

22.3 For 2019, the EMPLOYER paid up to one thousand, three hundred thirty four (\$1,334.00) per month towards health insurance. Health Insurance premiums are determined by the EMPLOYER'S LOGIS Group Insurance, along with Gallagher (LOGIS' designated advisor). The EMPLOYER'S previous years' experience and ongoing claims will determine the LOGIS "bank" that the EMPLOYER will move to and what percentage increase it will be. This information will be presented at the EMPLOYER'S annual Open Enrollment for 2020, 2021 and 2022.

22.4 Full single health insurance coverage shall be paid by the EMPLOYER and the EMPLOYER will deposit \$250.00 per month in the HSA account of single health insurance coverage employees.

22.5 The EMPLOYER also provides a basic life insurance policy of \$15,000. Additional life insurance may be added at the EMPLOYEE'S expense.

22.6 Effective on or about October 1, 2011, the EMPLOYER offered a dental insurance plan for EMPLOYEE and their families subject to the terms of the insurance policy. EMPLOYEE participation in the dental insurance plan will be mandatory. The EMPLOYER'S contribution toward the premium cost for the EMPLOYEE and family will be subject to the EMPLOYER'S insurance contribution as set forth in Section 22.3 above. Any additional cost shall be at the EMPLOYEE'S expense through payroll deduction.

ARTICLE 23 - FITNESS/GYM MEMBERSHIP

An EMPLOYEE who has a fitness/gym membership shall receive up to \$30 per month towards that membership, which will be treated as ordinary taxable income to the EMPLOYEE according to IRS regulations. The EMPLOYER will pay the EMPLOYEE on the first pay period of January following the previous year's fitness/gym membership. The EMPLOYEE will turn in documentation on January 1st of every year that confirms the yearly fitness/gym membership has been paid and submit to Human Resources for reimbursement.

ARTICLE 24 - TRAINING

The EMPLOYER will attempt to provide training for EMPLOYEES in meeting their continuing education requirements of the Peace Officer Standards and Training Board. Class time spent in completing EMPLOYER required training in excess of the average workweek will be compensated at the overtime rate.

ARTICLE 25 - SAVINGS CLAUSE

Should any Article, section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such a decision of the court shall apply only to the specific article, section or portion hereof directly specified in said decision, and the remainder of this Agreement shall remain in full force and effect. The specific article, section or portion so voided may be renegotiated at the written request of either party.

ARTICLE 26 - DURATION

Except as herein provided, this Agreement shall be effective January 1, 2020 and shall continue in full force and effect until December 31, 2022 and thereafter until modified or amended by mutual agreement of the parties or until canceled by either party upon ten days' written notice to the other. Either party desiring to modify or amend this Agreement shall notify the other in writing by August 1st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act as amended.

ARTICLE 27 - EXECUTION

This Agreement is executed and signed by the parties hereto through their lawfully designated officers, pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the members and officers of Law Enforcement Labor Services, Inc., Local No. 37 on this _____ day of _____, 2019.

IN THE PRESENCE OF:

FOR THE CITY OF WAYZATA:

Witness

By: _____
Mayor Ken Willcox

Witness

By: _____
City Manager Jeffrey Dahl

FOR LAW ENFORCEMENT LABOR SERVICES INC., (LELS), LOCAL NO. 37:

Witness

By: _____
Union Steward Brandon Haapoja

Witness

By: _____
Union Representative Jim Ryan

APPENDIX A

Between the City of Wayzata

AND

Law Enforcement Labor Services, Inc.

EDUCATION/TUITION REIMBURSEMENT POLICY

It is the intent of the City of Wayzata to provide the citizens of Wayzata with a well-qualified and trained staff. As a part of its annual budget process, the City Council will consider the training and professional development needs of each department. It is the primary objective of the training program that training dollars are spent on learning which addresses organizational goals and follows a progression of skill development.

All regular City employees are eligible to participate, however, it is the expectation of the City of Wayzata that new hires come to the City fully qualified for their position. Therefore, training beyond incidental levels shall not be provided during an employee's first year of service.

Completion of additional training or education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable courses may be taken during the work day with prior approval from the department head.

Training

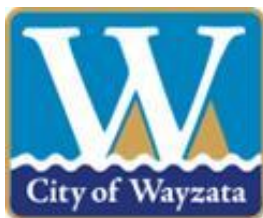
- The City will pay for job-related, position specific training approved by the Department Head and City Manager and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training.
- The City will pay for, or reimburse employees for, any and all training required by the City to attain or maintain job-related certification.
- Conference and seminar training meals and lodging shall be provided for, if necessary, for in-state and out-of-state training. Travel expenses for in-state training shall be provided through the budget process. Travel expenses shall be provided for out-of-state training with prior approval of the Department Head and City Manager.
- The Finance Manager will maintain records on all employee training done at City expense and report annually on the training received and funds expended.

Education

- Employees participating in a job-related Bachelor's Degree program at an accredited college or university or post-secondary classes at accredited colleges, universities, and vocational/technical institutes can apply for City reimbursement for 50% of the cost of tuition, books and laboratory fees. Any other fees, including fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees are not eligible for reimbursement.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head and City Manager to be job-related and a benefit to the employer before the employee registers for the class.

- Reimbursement will only be made upon receipt of a “C” or better for the course. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
- Reimbursements are on a first come, first served basis and shall not exceed the department budget.
- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Manager shall determine how to apportion the available funds.
- The Finance Department will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.

In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City



2020-2022

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 5, LOCAL 224**

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PURPOSE OF AGREEMENT

This AGREEMENT is hereby made and entered into between the City of Wayzata, a municipal corporation, and the American Federation of State, County and Municipal Employees, Council No. 5, Local 224. It is the purpose and intent of this AGREEMENT to express in written form the AGREEMENT of the parties hereto regarding terms and conditions of employment in the Wayzata Public Works Department.

DEFINITIONS

EMPLOYER: The City of Wayzata or its designee.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

BASE PAY RATE: The EMPLOYEE'S hourly pay rate.

CALL BACK: Return of an EMPLOYEE to a specified work site to perform assigned duties at the authorization of the EMPLOYER at a time other than a regular scheduled shift by their Supervisor. An extension of or an early report to a scheduled shift is not a call back.

FLEXTIME: Flextime allows an EMPLOYEE to alter the start and end times of his/her work day around their normal schedule. Flextime does not reduce the total number of hours worked in a given week and must be approved by Supervisor.

OVERTIME: Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except shift changes) or more than forty hours (40) within a seven (7) day period will be compensated for at one and one-half times the EMPLOYEE'S regular base pay rate. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

SEASONAL AND TEMPORARY EMPLOYEE: An EMPLOYEE hired by the City on a seasonal or temporary basis who is employed for seven (7) months or less within a twelve (12) month period, but not more than 67 work days and fourteen (14) hours per week. This does not include EMPLOYEES exempted from the 67-day requirement, due to their student status by Minnesota Statutes §179A.03, Subd.14(f).

SENIORITY: Length of continuous service in any of the job classifications covered in this AGREEMENT.

UNION: American Federation of State, County, and Municipal EMPLOYEES, Council No. 5, Local 224.

ARTICLE 1 - UNION RECOGNITION

It is understood and agreed between both parties hereto that the American Federation of State, County and Municipal Employees, Council No. 5, Local 224 is the exclusive representative of non-supervisory EMPLOYEES of the Public Works Department, and as such the UNION is authorized to enter into this AGREEMENT for and on behalf of the EMPLOYEES it so represents.

ARTICLE 2 - UNION SECURITY

2.1 DUES

The EMPLOYER shall deduct per pay period an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all EMPLOYEES authorizing such deduction on a form designated and furnished by the UNION.

The UNION shall confirm to the EMPLOYER, in writing, the current amount of regular dues to be withheld authorized by law.

2.2 INDEMNIFICATION

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgements brought or issued against the EMPLOYER or as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

2.3 REPRESENTATION

The EMPLOYER agrees to recognize stewards certified by the bargaining unit as provided in this subject to the following:

- The UNION will provide a list of Union officers and Union stewards who are authorized to investigate and present grievances to the EMPLOYER. The list will remain in effect until the UNION provides a replacement(s) for an office.

The UNION will be allowed reasonable visitation by UNION representatives for the purpose of signing up new members and processing grievances.

The EMPLOYER agrees to allow EMPLOYEES to interrupt their work for a reasonable amount of time for the purpose of UNION business with notice to their Supervisor when such business will commence and when the business ended. Not more than one (1) EMPLOYEE (steward or officer) will be authorized time off with pay to investigate or present any one (1) grievance to the EMPLOYER.

Paid interruption of work for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER at times when the EMPLOYEE is scheduled to work. It is recognized and accepted by the UNION and the EMPLOYER that the investigation and processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities.

EMPLOYER shall, by request of the UNION, grant reasonable time off for union business as required by law for unpaid leave of absences by Union members who are elected or appointed officials of the UNION.

2.4 OFFICIAL NOTICES

The EMPLOYER agrees to allow the UNION to place official notices and bulletins relating to union business on a bulletin board in a common area. The UNION agrees that it will enforce the following: Items which reflect negatively on the UNION, EMPLOYEES or the City of Wayzata, shall not be posted. All posted materials must be approved by an authorized Union representative. The EMPLOYER shall have no responsibility for any materials posted on the bulletin board.

ARTICLE 3 - EMPLOYER AUTHORITY AND SECURITY

- 3.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 3.2 The UNION and its members agree that during the life of this AGREEMENT, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the EMPLOYER. Violations of this Article shall be grounds for disciplinary action and up to and including discharge.

ARTICLE 4 - DISCIPLINE

- 4.1 No EMPLOYEE shall be disciplined or discharged without cause. Any disciplinary action or measure imposed upon an EMPLOYEE may be processed as a grievance. New EMPLOYEES and EMPLOYEES who have been rehired shall be on a twelve (12) month probationary period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such twelve (12) months' probationary period. EMPLOYEES who have completed the probationary period may be suspended or discharged for just cause.

Discipline may be in one or more of the following forms:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension;
- d) Demotion;
- e) Discharge.

- 4.2 Notice of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the EMPLOYEE is demoted. The UNION and Union President will be provided with a copy of all written reprimands, notices of suspension, demotion, or discharge.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Any grievance which may arise between the parties hereto shall be settled in the manner outlined below. The word "grievance" shall mean any dispute with regard to the interpretation, application or violation of any terms or provisions of this AGREEMENT.

Step 1. As the first step in the grievance procedure an EMPLOYEE having a grievance shall take up the grievance with the EMPLOYEE'S Department Head within twenty-one (21) calendar days of the date of its occurrence. The Department Head shall consider the grievance and shall respond to the EMPLOYEE within ten (10) calendar days.

Step 2. If the grievance remains unadjusted the UNION Steward, with or without the EMPLOYEE, shall present the grievance in writing to the EMPLOYEE'S Department Head, with a copy to the City Manager, within ten (10) calendar days after the initial response of the department head is due. The Department Head again shall consider the grievance and shall respond in writing to the Union Steward within ten (10) calendar days.

Step 3. If the grievance still remains unadjusted it shall be presented in writing by the Union Steward and the UNION to the City Manager within ten (10) calendar days after the response of the department head is due. The City Manager shall respond in writing to the Union Steward and UNION within ten (10) calendar days.

Step 4. If the grievance is still unsettled either party may, by written notice to the other, request arbitration.

- 5.2 By mutual written AGREEMENT the parties hereto may waive any step and extend any time limit in the above grievance procedure. However, failure to adhere to the above time limits may result in a forfeit of the grievance or, in the case of the EMPLOYER, may require mandatory adjustment of the grievance as outlined in the last statement by the Union Steward or UNION.

- 5.3 CHOICE OF REMEDY: If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 4 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 5. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized; Step 4 of Article 5 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article 5. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commissions, an EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 6 - ARBITRATION

- 6.1 The City Manager and the UNION shall endeavor to select a mutually acceptable arbitrator to hear and decide a grievance which has reached Step 4 in the grievance procedure. If the City Manager and the UNION are unable to agree upon an arbitrator, they may request from the Minnesota Bureau of Mediation Services a list of five names, which names shall be from a larger list maintained by the Bureau and made up of qualified arbitrators having submitted an application therefore to the Bureau. The parties shall alternately strike names from this list, with the UNION striking the first name, until only one name remains. The remaining arbitrator then shall hear and decide the grievance.
- 6.2 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The decision of the arbitrator shall be issued within ten (10) working days following the completion of testimony on the grievance.
- 6..3 The decision of the arbitrator shall be final and binding upon all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or violates the City Charter or ordinances or resolutions enacted pursuant thereto, or causes a penalty to be incurred thereunder. This decision shall be issued to the parties by the arbitrator and a copy thereof shall be filed with the Minnesota Bureau of Mediation Services.
- 6.4 Expenses for arbitration services and processing shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made. Such party shall pay for this record and shall make copies available without charge to the other party and to the arbitrator. All time spent in the grievance procedure by either the EMPLOYEE or the Union Steward shall be during their off-duty hours, unless on-duty participation is approved in advance by the City Manager.

ARTICLE 7 - SENIORITY

- 7.1 New EMPLOYEES shall be on a twelve-month probationary period. The EMPLOYER shall furnish to the UNION a Seniority List of the EMPLOYEES, based upon and showing their respective dates of hire. Annually the EMPLOYER shall add to this list any new EMPLOYEES hired during the year. EMPLOYEES shall be advanced to the next salary step upon satisfactory completion of the probationary period. If an EMPLOYEE is denied a salary progression because of unsatisfactory execution of duties, the Department Head shall explain in writing to the EMPLOYEE such unsatisfactory performance.
- 7.2 Promotions within the Public Works Department will go to the EMPLOYEE deemed to be best qualified for the position to be filled. Where possible, every consideration will be given to present EMPLOYEES of the Department.
- 7.3 In the event of a layoff within the UNION, seniority shall govern if ability and other qualifying factors as determined by the EMPLOYER are equal.
- The last EMPLOYEE laid off shall be the first EMPLOYEE to be recalled to work, provided the EMPLOYEE immediately meets the qualifications to perform the work involved. No new EMPLOYEE shall be hired during the two-year period following the layoff unless the laid off EMPLOYEE does not immediately have the qualifications to perform the work involved.
- 7.4 The City will notify an EMPLOYEE on layoff to return to work by registered mail at the EMPLOYEE'S last recorded address. The EMPLOYEE must return to work within 10 calendar days following notice of recall in order to be eligible for reemployment. Recall rights shall cease two (2) years after an EMPLOYEE is laid off and thereupon such EMPLOYEE shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 8 - VACATION

8.1 EMPLOYEES will accrue the following vacation leave, based upon their years of service with the City:

0 to 05 years of service	10 days	(6 2/3 hours/month)
06 to 11 years of service	16 days	(10 2/3 hours/month)
12 to 13 years of service	17 1/2 days	(11 2/3 hours/month)
14 to 15 years of service	19 days	(12 2/3 hours/month)
16 to 17 years of service	20 1/2 days	(13 2/3 hours/month)
18 to 19 years of service	21 days	(14 hours/month)
20 to 24 years of service	23 days	(15 1/3 hours/month)
25+ years of service	24 days	(16 hours/month)

8.2 EMPLOYEES who end employment with the EMPLOYER in good standing by resignation (meaning eligible for re-hire) or retirement will receive pay for their unused accrued vacation at 100%.

8.3 No more than 200 hours are allowed to be carried over into the following year.

ARTICLE 9 - SICK LEAVE

9.1 Each EMPLOYEE will earn eight (8) hours per month sick leave, to a maximum of 960 hours. Hours earned over the maximum must be converted via the Sick Leave Credit Pay Plan and, in any event, no more than 960 hours can be carried forward to the next year. Sick leave will be paid at the EMPLOYEE'S pay level at the time of illness, and in cases of prolonged illness the EMPLOYEE may also use vacation time after accumulated sick leave has expired. While on sick leave, an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.

9.2 Sick leave will be granted for personal illness, injury or legal quarantine of the EMPLOYEE or for critical illness in the EMPLOYEE'S immediate family. Immediate family is spouse, minor children and adult children (children include: biological, step, adopted, foster and grandchildren), siblings, parents, mother and father-in-law, grandparents and stepparents. At the discretion of the City Manager, a doctor's certificate may be required showing the nature and extent of any injury or illness.

9.3 EMPLOYEES are covered by Worker's Compensation, which covers injuries received on the job. The EMPLOYEE will be paid by the City with the difference between Workers' Compensation and the EMPLOYEE'S regular pay for a period not to exceed six months. The EMPLOYEE shall not lose sick leave for this type of injury. While on Workers' Compensation an EMPLOYEE shall continue to earn and accrue all benefits as fully employed and on duty.

9.4 SICK LEAVE CREDIT PAY OUT PLAN
EMPLOYEES, who leave employment (in good standing) may as of the date of separation, receive compensation for a percentage of their accrued sick leave to a Minnesota State Retirement System (MSRS) Post Employment Health Care Savings Plan. The percentages are calculated as follows:

- 25% of the sick leave hours between 0 to 720 hours
- 60% of the sick leave hours between 721 hours to 960 hours
- 85% of the sick leave hours between 961 hours to 1056 hours

All compensation calculations will be based on the per hour rate at the time of pay out. In no event can more than 960 hours be carried forward to the next year.

This sick leave credit pay out plan would not be calculated or converted for any EMPLOYEES terminated for just cause.

At the end of each year, EMPLOYEES with an accumulation of sick leave in excess of 960 hours will have the hours in excess of 960 hours converted at a per hour compensation rate

of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

ARTICLE 10 - JURY DUTY, FUNERAL LEAVE AND LEAVES OF ABSENCE

- 10.1 Jury Duty. If an EMPLOYEE is called for jury duty the EMPLOYEE will be excused from work during that period. The EMPLOYER will pay the difference from that pay received for jury duty and that received as regular salary. Mileage allowance shall not be considered or deducted from regular salary.
- 10.2 Military Duty. If an EMPLOYEE is called into the armed forces of the United States, the EMPLOYEE will receive no pay while gone, but the time spent will count as time worked with the City for purposes of accruing seniority. For salary purposes, upon return from military duty, the EMPLOYEE will begin on the step at which the EMPLOYEE last worked. If an EMPLOYEE is required to attend summer camp or cruise with the military reserves the EMPLOYEE will be paid by the EMPLOYER the difference between the EMPLOYEE'S pay at such summer camp or cruise and the EMPLOYEE'S regular pay.
- 10.3 Leaves of Absence With Pay. EMPLOYEES required by the EMPLOYER to attend school, trainings or meetings will receive their normal pay and benefits during such school, trainings or meetings. EMPLOYEES will be provided other paid leave as required by law.
- 10.4 Leave of Absence Without Pay. EMPLOYEES granted a leave of absence without pay will accrue no benefits while gone.
- 10.5 Funeral Leave. In the event of the death of an EMPLOYEE'S immediate family member, EMPLOYEE will be granted up to three (3) days of funeral leave with pay, without the EMPLOYEE losing any benefit time earned. Immediate family shall be defined as spouse, parents, step-parents, children, step-children, brothers, sisters, grandparents, grandchildren, aunt, uncle or a like member of EMPLOYEE'S spouses' family, as well as any member of the EMPLOYEE'S immediate household when a close relationship exists and has been designated by the EMPLOYEE to the EMPLOYER in advance.

ARTICLE 11 - HOLIDAYS

- 11.1 EMPLOYEES will receive twelve (12) holidays per year (96 holiday hours). These holidays are:
 - New Year's Day
 - Martin Luther King Day
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - 4-hours on Christmas Eve Afternoon
 - Christmas Day
 - 4-hours Floating Holiday (to be taken subject to EMPLOYER approval)
- 11.2 For each holiday EMPLOYEES will receive the day off with pay, except as otherwise provided herein. When a holiday falls on Saturday EMPLOYEES will receive the preceding Friday off and when a holiday falls on Sunday EMPLOYEES will receive the following Monday off.

ARTICLE 12 - HOURS OF WORK AND FLEXTIME

- 12.1 The regular work day for EMPLOYEES shall be eight (8) hours, which will include thirty minutes of work relief periods. An additional thirty minutes each day will be allowed for meals,

but shall not count as time worked. The regular work week for EMPLOYEES shall be forty (40) hours.

- 12.2 For hours worked outside of the regularly scheduled shift (prior to 6:00 A.M. and after 3:30 P.M.), EMPLOYEES shall receive \$2.00 pay per hour differential, now referred to Flextime, upon Supervisor's approval. Flextime allows EMPLOYEE to alter the start and end times of his/her work day around their normal schedule. Flextime does not reduce the total number of hours worked in a given week. This only applies when the hours are flexed and are not in addition to overtime if eligible.

ARTICLE 13 - OVERTIME, CALL BACK AND PARK'S COMPENSATORY TIME

- 13.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours worked in a seven (7) days period will be compensated at overtime at one and half times the EMPLOYEE'S regular base pay rate. To the extent possible all overtime will be distributed equally among those EMPLOYEES entitled to receive it.
- 13.2 Overtime will be paid for all call back work approved by their Supervisor. The minimum amount of call back pay shall be three hours at the one and half times the EMPLOYEE'S regular base pay rate.
- 13.3 Double time will be paid for all call back work on all City recognized Holidays. The minimum amount of call back pay shall be three hours at double time the EMPLOYEE'S regular base pay rate.
- 13.4 In lieu of overtime pay, Park Department EMPLOYEES may opt for compensatory time off calculated at the specific overtime situation rate approved by their Supervisor.
- 13.5 To stay compliant with the regulations under Section 451 of the Internal Revenue Code- Constructive Receipt, Non-exempt EMPLOYEE'S unused compensatory time (maximum of 40 hours at any time) will be paid out at the end of every year.

ARTICLE 14 - SNOW REMOVAL COMPENSATORY TIME OFF AND ROUTINE WEEKLY ON CALL DUTY

- 14.1 Seventy-five (75) hours of overtime pay for EMPLOYEES shall be allocated for emergency snow removal each year. After this maximum is reached compensatory double time off will be granted for the remaining overtime spent in snow removal.
- 14.2 EMPLOYEES performing routine weekly on-call duties will be compensated ten (10) hours at their regular hourly base pay per week **or** ten (10) hours of compensatory actual time when they are assigned to routine weekly on-call duty.

The on-call week runs from Tuesday at 7:00 a.m. until the following Tuesday at 6:59 a.m.

EMPLOYEES who are assigned to routine weekly on-call duty during a City recognized Holiday week, shall receive an additional two (2) hours of actual time for compensation.

ARTICLE 15 - WAGES

- 15.1 PAYDAY. EMPLOYEES will be paid semi-monthly, no later than three working days following the fifteenth of each month and the last day of each month for 2019. Effective second quarter in 2020, the EMPLOYER will be processing payroll electronically and EMPLOYEES will be paid bi-weekly.
- 15.2 EXPENSES. Should an EMPLOYEE be required to use a private vehicle for City business, the EMPLOYEE will be paid mileage at the rate set by the Federal IRS for the current year for all EMPLOYEES, plus any necessary parking fees for the use of such vehicle. The EMPLOYER will pay an EMPLOYEE for all necessary meals, lodging and mileage for required attendance at meetings, conferences, training sessions and schools. The EMPLOYER will cover the cost of tuition and books for job related schools. If a school is held

only during normal working hours and the course is approved by the EMPLOYER, EMPLOYEES shall be paid their normal rate of pay for attendance at the school.

15.3 WAGES.

PUBLIC SERVICE WORKERS		2019	2020 \$1.25 market increase	2020 3%	2021 3%	2022 3%
PSW-A.1	Entry-1 year	21.00	22.25	22.92	23.61	24.31
PSW-A.2	2nd year	22.43	23.68	24.39	25.12	25.88
PSW-B.1	3rd year	24.17	25.42	26.18	26.97	27.78
PSW-B.2	4th year	25.61	26.86	27.67	28.50	29.35
PSW-C.1	5th year	27.32	28.57	29.43	30.31	31.22
PSW-C.2	6th Year	28.77	30.02	30.92	31.85	32.80
Dual PSW-A.1	Entry-1year	23.31	24.56	25.30	26.06	26.84
Dual PSW-A.2	2nd year	24.90	26.15	26.93	27.74	28.57
Dual PSW-B.1	3rd year	26.82	28.07	28.91	29.78	30.67
Dual PSW-B.2	4th year	28.42	29.67	30.56	31.48	32.42
Dual PSW-C.1	5th year	30.34	31.59	32.54	33.51	34.52
Dual PSW-C.2	6th Year	31.93	33.18	34.18	35.20	36.26
LEAD PUBLIC SERVICE WORKERS						
	Entry-1 year	33.09		34.08	35.11	36.16
	2nd year	34.07		35.09	36.14	37.23
	3rd year	35.10		36.15	37.24	38.35

- 15.3 Advancement to the next step will occur at the next regular pay period following satisfactory completion of the time of service requirement and achievement of minimum qualifications (see Appendix A).

All EMPLOYEES classified as Public Service Workers will be eligible to move to the top of the range based on satisfactory performance (EMPLOYER will determine as to whether performance was satisfactory and EMPLOYER'S determinations may be processed as a grievance but cannot be brought to arbitration) and achievement of the minimum qualifications. Once the EMPLOYEE has achieved the top step the EMPLOYEE must maintain satisfactory performance (EMPLOYER will determine whether performance was satisfactory and EMPLOYER'S determinations may be processed as a grievance but may not be brought to arbitration) in order to stay at that level.

- 15.4 At such time as the EMPLOYER specifically assigns an EMPLOYEE to work out of class as a lead worker or foreman temporarily, the EMPLOYER will pay during that assignment 10% additional per hour differential pay above the pay rate that EMPLOYEE is assigned to in the contract. This extra compensation will end at such time as the EMPLOYER reassigns that EMPLOYEE to the original classification.

ARTICLE 16 - INSURANCE

- 16.1 The EMPLOYER will offer each EMPLOYEE the same medical and life insurance benefits which are offered to other City employees.
- 16.2 An EMPLOYEE who is on an approved unpaid leave of absence that is not covered under the Family and Medical Leave Act of 1993 shall be eligible to continue participation in the EMPLOYER group medical insurance plan during the unpaid leave of absence provided the EMPLOYEE pays the full premium for coverage with no contribution from the EMPLOYER.
- 16.3 For 2019, the EMPLOYER pays up to one thousand, three hundred thirty four (\$1,334.00) per month towards health insurance. Health Insurance premiums are determined by the EMPLOYER'S LOGIS Group Insurance, along with Gallagher (LOGIS' designated advisor). Based on the EMPLOYER'S previous years' experience and ongoing claims will determine the LOGIS "bank" that the EMPLOYER will move to and what percentage increase it will be. This is presented to EMPLOYEES at the EMPLOYER'S annual Open Enrollment for 2020, 2021 and 2022. If the proposed monthly premium rate increase is more than 15%, the UNION may re-open the contract.
- Full single coverage shall be paid 100% by the EMPLOYER and the EMPLOYER will deposit \$250.00 per month in the Health Savings Account (HSA) of single coverage EMPLOYEES.
- 16.4 Effective February 1, or March 1, 2012, the EMPLOYER offered and will continue to offer a dental insurance plan for EMPLOYEES and their families subject to the terms of the dental insurance policy. Bargaining unit participation in the dental insurance plan must meet a minimum of eighty percent (80%) for the program to continue; if participation falls below 80%, EMPLOYER may discontinue offering a dental insurance plan. The EMPLOYER contribution toward the premium cost for the EMPLOYEE and family will be subject to the EMPLOYER'S insurance contribution as set forth in Section 16.3 above, and any additional cost shall be at the EMPLOYEE'S expense through payroll deduction.

ARTICLE 17 - UNIFORMS

Each year the EMPLOYER will provide EMPLOYEES with a winter jacket or one set of winter coveralls, one set of summer coveralls, and three sets of summer uniforms (shirts and pants). The EMPLOYER will reimburse annually up to \$200 for the purchase of ANSI certified foot wear.

ARTICLE 18 - SEASONAL AND TEMPORARY PUBLIC SERVICE WORKERS

- 18.1 Seasonal and Temporary EMPLOYEES who are hired to work 40 hours per week shall be covered only by those provisions of the AGREEMENT relating to:
- Seasonal and Temporary work schedule to be determined by the EMPLOYER
 - Holiday Pay for Seasonal and Temporary EMPLOYEES who are scheduled to work 40 hours Monday through Friday as stated in 18.3.
 - Seasonal Dock Masters EMPLOYEES will be provided with one (1) t-shirt and one (1) hat.
- 18.2 Seasonal and Temporary Public Service Workers will be paid at a rate to be determined by the EMPLOYER which will not be below the rate for student workers and will not exceed the rate of a Public Service Worker at the top scale.
- 18.3 Seasonal and Temporary Public Services Workers who are hired to work for forty (40) hours Monday through Friday will receive holiday pay at their normal straight time rates for holidays, provided they work the full work week in which the holiday falls. Seasonal and Temporary Public Services Workers will not be eligible for any other benefits under this AGREEMENT.

ARTICLE 19 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States and the State of Minnesota. In the event any provision of the AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided,

such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect.

ARTICLE 20 - DURATION

This AGREEMENT shall be effective January 1, 2020 and shall continue in full force and effect until December 31, 2022.

THIS AGREEMENT is executed and signed by the parties hereto through the lawfully designated officers pursuant to the authority of the governing body of the City of Wayzata and pursuant to the authorization of the American Federation of State, County and Municipal Employees, Council No. 5, Local 224 on this ____ day of _____, 2019

IN THE PRESENCE OF:

FOR THE CITY OF WAYZATA:

By: _____
Witness

By: _____
Mayor Ken Willcox

By: _____
Witness

By: _____
City Manager Jeffrey Dahl

**FOR AMERICAN FEDERATION OF STATE, COUNTY, and MUNICIPAL EMPLOYEES,
COUNCIL NO. 5, LOCAL 224**

By: _____
AFSCME Representative

By: _____
UNION President

By: _____
UNION Steward

By: _____
West Team Director

APPENDIX A

PUBLIC WORKS MAINTENANCE MINIMUM REQUIREMENTS

PUBLIC SERVICE WORKER LEVEL A

- High School Diploma, GED or equivalent
- Valid Minnesota Class B Driver's License
- Ability to read, understand, and follow written and oral instructions, including safety rules.
- Ability to meet the physical demands of the job including but not limited to lifting, bending, climbing, reaching overhead, pushing and pulling.
- Ability to perform job responsibilities in climatic extremes.
- Ability to work in a cooperative manner as a member of a crew or team.
- Ability to perform routine repair and maintenance tasks in one or more of the following sections: Streets, Parks, Sewer & Water.

PUBLIC SERVICE WORKER LEVEL B

- Meets or exceeds all the minimum requirements of Public Service Worker Level A.
- Completion of two (2) years of experience at Level A
- Minnesota Class B Driver's License or appropriate Commercial Driver's License
- Successful completion of all applicable City safety and hazardous materials training
- Demonstrated ability in the repair of small engines and of routine vehicle maintenance

CERTIFICATION:

Street Worker: Ability to use non-motorized and small engine type of equipment in areas of job responsibilities

Park Worker: When required by the Department Head, Minnesota Non-Commercial Pesticide/Herbicide Applicator License/Certificate

Sewer Worker: Class S-D Waste Water Operator's Certificate

Water Worker: Class D Water Supply System Operator's Certificate

PUBLIC SERVICE WORKER LEVEL C

- Meets or exceeds all the minimum requirements for Public Service Worker Level B
- Completion of two (2) years of experience at Level B
- Ability to work with minimum amount of on-site supervision

Enrollment in a Public Works Certificate Program or other program related to public works maintenance offered by a technical college or community college. **Successful completion of:**

16 credits in such a public works maintenance program plus, another 8 credits or 8 CEUs in programs directly job related. (24 total) In-service training, college credits and/or CEUs may be substituted for the 16 credits at the discretion of management.

CREDIT is a credit that is a component of a program of instruction leading towards a diploma or degree.

CEU is unit of measurement of instruction. One CEU is equal to 10 hours of instruction. CEUs are used for courses that stand alone and are not part of a diploma or degree program.

CERTIFICATION: (In service training, college credits and/or CEUs may be substituted for the public works maintenance program at the discretion of management.)

Street Worker: Successful completion of course work in a public works maintenance program (16 credits), plus in-service training, or certification in one (1) or more areas including but not limited to the following areas: bituminous technology and repair, light equipment operation, tree trimming, traffic control, asphalt testing, pavement marking, snow removal, construction, concrete finishing, and surveying.

Park Worker: In addition to Minnesota Non-commercial Pesticide/Herbicide Applicator License/Certificate when required by the Department Head, successful completion of course work in a public works maintenance program (12 credits) plus, in-service training, or certification in one (1) or more areas including but not limited to the following: landscaping, irrigation, entomology, forestry, turf maintenance, building maintenance and construction, concrete finishing, and surveying.

Sewer Worker: Class S-C Waste Water Operator's Certificate plus, in-service training, or certification in one (1) or more areas including but not limited to the following: irrigation, building maintenance and construction, concrete finishing, surveying, electronics or basic electrical skills.

Water Worker: Class C Water Supply System Operator's Certificate plus, in-service training, or certification in one (1) or more areas including but not limited to the following: irrigation, building maintenance and construction, concrete finishing, surveying, electronics or basic electrical skills.

All EMPLOYEES are encouraged to cross train and earn their credits in the list of subjects in an adjacent division once they have met the minimums in the home base division.

PUBLIC SERVICE LEAD WORKER FOR STREETS, PARK AND UTILITIES DEPARTMENTS

- Must have a valid Minnesota Class B Commercial Driver's License with tanker and air brake endorsements.
- Must be a current full-time City of Wayzata Public Service Worker in good standing for at least three full years.
- Must be able to perform the essential functions of the job without unreasonable physical restrictions.
- Previous experience/informal training in the supervision of department operations and workers when assigned.
- Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the lead worker position may be considered.

APPENDIX B

SENIORITY LIST

<u>EMPLOYEE Name</u>	<u>Job Title</u>	<u>Date of Hire</u>
Kurt Klapprich	Lead Parks	03/18/1985
Kurt Radermacher	PSW W&S	04/04/1993
Bernie Poirier	Lead W&S	04/12/1993
Jason Schmieg	PSW Streets	01/10/2000
Bart Kusske	Lead Streets	02/28/2000
Wyatt Schrupp	PSW W&S	06/18/2001
Al Montague	PSW W&S	04/03/2006
Ryan Anderson	PSW Streets	06/11/2008
Travis Williams	PSW Parks	05/05/2014
Troy Hoefker	PSW Dual-Parks/Bldg Maintenance	12/03/2015
Bennett Myhran	PSW Parks	04/04/2016
Brian Salonek	PSW Streets	01/02/2018
Karl Roiseland	PSW Parks	02/26/2018

MEMORANDUM OF UNDERSTANDING

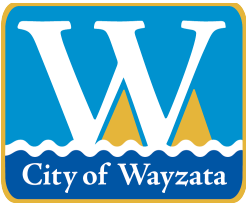
DATE: January 11, 2013

To: Wayzata Local No. 224 - AFSCME

From: Heidi Nelson, City Manger

Subject: Memorandum of Understanding Regarding Labor Management Committee

As a part of the 2013 AFSCME Local No. 224 contract negotiations, the establishment of a Labor Management Committee was discussed. The UNION desires to have input and information regarding the City's benefits programs. The City recognizes the value of input from EMPLOYEES in developing benefits programs and agrees to create a Labor Management Committee for the purposes of providing information about benefits options and receive input about benefits from the Labor Management Committee. The AFSCME membership will have representation on the Committee to be formed in 2013.



City Council Workshop City Council Agenda Report

MEETING DATE: November 19, 2019	WORKSHOP AGENDA ITEM: 3.
TITLE: Discussion of Parking Regulations and Recreational Vehicle Ordinance (6:15 p.m.)	
PREPARED BY: Mike Risvold, Police Chief	
REVIEWED BY: Jeff Dahl, City Manager	

DISCUSSION OBJECTIVE:

To inform and discuss issues relating to parking regulations and recreational vehicle ordinance along with potential solutions.

BACKGROUND:

The Police Department has been dealing with parking complaints where there are currently no easy solutions.

The first relates to extended parking within the municipal parking ramp. There are no posted parking regulations at the facility and vehicles have been left parked inside the ramp for weeks at a time. Signage would be helpful for enforcement purposes. The acceptable duration is the greatest consideration. Other cities use various methods such as "No Parking 2am-6am" or "No Parking longer than 24 hours." Because the Wayzata municipal ramp is so close to many restaurants and bars, staff recommends that the limit be set at 24 hours to reduce the risk of impaired people feeling like they need to move their vehicles from the ramp for fear of a citation.

The second parking issue relates to vehicles parked in the same place for longer than 72 hours. We've received complaints in several locations within the City. Currently, once a complaint is received, we "chalk" tires. Per ordinance, a vehicle is not in violation if they simply move the vehicle six inches prior to the 72 hours. A solution, used in the City of Edina, would be to change the ordinance so that it reads:

"Shifting of parked vehicle. To regulate limited parking, any vehicle moved a distance of not more than three-tenths of a mile during the limited parking period shall be deemed to have remained stationary."

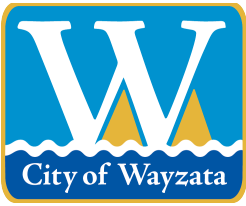
Lastly, the City's Recreational Vehicle ordinance was passed in response to a business's desire to deliver food, by golf cart, from their downtown lakefront location to the municipal docks. The ordinance limited recreational vehicle use to commercial businesses only within the downtown lakefront area. The other acceptable use was in planned unit developments (PUD). The only PUD within Wayzata is Locust Hills, where residents use golf carts to drive to their docks on Lake Minnetonka.

There are currently no commercial businesses or Locust Hills residents with City issued permits. Other similarly sized vehicles, such as a Polaris Gem, are being used by businesses within Wayzata, however, they are "street legal" and accomplish what they had hoped to accomplish with golf carts. They meet National Highway Traffic Safety Administration (NHTSA) crash standards, which golf carts or other ATV type vehicles do not. There is currently one Recreational Vehicle permit issued to a Wayzata resident. They were issued a permit under an ADA exception. This vehicle is a golf cart and does not offer the safety that a "street legal" vehicle would afford. A second application has been submitted, also asking for an ADA exception.

Staff recommends repealing the ordinance altogether, as these vehicles, driving among the heavy traffic in Wayzata, are not safe and do not meet NHTSA standards. There are currently no surrounding suburbs allowing this type of vehicle to be operated on city streets.

ATTACHMENTS:

None



City Council Workshop City Council Agenda Report

MEETING DATE: November 19, 2019	WORKSHOP AGENDA ITEM: 4.
TITLE: Continuation of Discussion on Lake Effect Conservancy Marketing Initiative (6:30 p.m.)	
PREPARED BY: Jeff Dahl, City Manager	
REVIEWED BY: N/A	

DISCUSSION OBJECTIVE:

To discuss and provide direction on the launch of Lake Effect Conservancy marketing initiative.

BACKGROUND:

Over the past two months, the City Council has previewed the results of a new marketing initiative from the Lake Effect Conservancy in terms of a new name and visual identity.

As construction of the first phase of Lake Effect nears, the goal of this initiative is to provide a more appropriate name for the project itself, rather than the 10 years of public engagement and planning.

The Council provided the Conservancy and its consultants good feedback on the marketing initiative. While staff has yet to see updates based on the feedback, the overall direction from the Council was positive and direction was given to the Lake Effect Conservancy to continue to move forward.

Prior to a more public unveiling, the Council asked to see the details of a "launch" plan and have an idea of would be required of the City in terms of time and resources. A launch communications plan will be discussed at the work shop by the Lake Effect Conservancy (LEC) along with the City's Public Relations consultant, Goff Public.

Please note that LEC Chair Andrew Mullin will provide a general update of all Lake Effect activities at the City Council Meeting.

ATTACHMENTS:

None