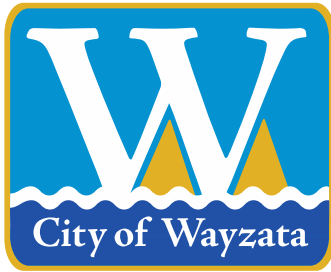


**Wayzata City Council Workshop Meeting Agenda
Wayzata City Hall Community Room, 600 Rice Street
Tuesday, December 20, 2016**

WORKSHOP TOPICS FOR DISCUSSION:

1. Discuss Wellness Program (6:00 PM) Page 2
2. Update on Labor Negotiations (6:30 PM or immediately following) Page 8



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: December 15, 2016

TO: The Honorable Mayor and Members of City Council

FROM: Jeffrey Dahl, City Manager

SUBJECT: Discussion of Draft Employee Wellness Program

Update

Over the past three months, a Wellness Committee composing of members of most every city department has met, worked with the City's benefits consultants, and developed a draft Employee Wellness Program for 2017. The major components of the program are attached for your review.

Staff will be going over the program in more detail at the Council Work Shop.

Recommendation

Staff is looking for feedback on the draft Program. While the Council approved approximately \$5,000 in startup costs for next year, the draft program includes incentives that would have an impact on the 2018 budget.

City of Wayzata

2016/2017 Wellbeing Strategy/Goal Summary

A comprehensive wellbeing program requires that wellness be a part of the organization's culture. Below is a list of ideas/suggestion that came out of the committee on 10/19/16. From this list we identified which are the top priorities that would be most beneficial to start on now and to build the "Why" for wellbeing and how we can build the culture to support it and be successful.

Committee Ideas (3/23/2016):

- Run/walk clubs
- Social activities
- Budgeting seminars – helping employees save and build budgets
- Nutrition and fitness seminars
- Physical health challenges
- Gym memberships
- Healthier options in the vending machines
- Filtered water at each location
- Sit/stand desks
- Dental coverage
- Track around skating rink
- Walking routes
- Time management education
- Stress reduction/management activates/education
- Healthy sleep education
- Outdoor activities/adventure awareness/education

Survey Results - Top 3 Areas of Interest:

- Physical
- Emotional
- Financial

Top 2016 Priorities/Goals Short Term (1-2 years):

1. Interest survey (*rollout – September*)
2. Build a wellbeing committee (*First meeting in October*)
3. Review/create mission & goals (*Complete by end of November*)
4. Create Tracking Card with wellbeing initiatives and incentive (*November/December*)
5. Create calendar with activities/education City of Wayzata will sponsor - (*November/December*)

City of Wayzata

2016/2017 Wellbeing Strategy/Goal Summary

Goals/Objectives:

After identifying the top priority, create measurable goals and objectives to address those areas. These goals will serve as benchmarks for future evaluation and will help determine where to focus future efforts.

Goal 1: Interest Survey (*rollout – September*)

Objectives (How will you achieve the goal above?):

- Review/identify question for the employee interest survey
- Roll out **survey to employees mid-April with a “why should employees complete this survey” introduction**
- Review survey results at wellness committee meeting

Goal 2: Build a Wellbeing Committee (*First meeting in October*)

Objectives (How will you achieve the goal above?):

- Invite employees to be part of the wellbeing committee (survey)
- Create an agenda and what to accomplish in the first meeting
- Schedule first meeting in October and establish timeline

Goal 3: Review/Create Mission & Goals (*November/December*)

Objectives (How will you achieve the goal above?):

- Identify draft mission statement
- Review and finalize mission statement at first wellbeing committee meeting
- Identify goals the committee would like to achieve for the rest of the year

Goal 4: Create Tracking Card – points based system (*November/December*)

Objectives (How will you achieve the goal above?):

- Review other wellness programs/tracking cards
- Identify activities to go on the tracking card and assign points
- Identify total amount of points to earn incentive
- Identify incentive

Goal 5: Create Calendar of wellbeing initiatives (*November/December*)

Objectives (How will you achieve the goal above?):

- Create timeline or calendar of events
- Identify who & how will the initiatives be communicated and implemented

City of Wayzata

2016/2017 Wellbeing Strategy/Goal Summary

Mission:

To encourage employees to improve their health, well-being and quality of life by empowering employees to promote positive attitudes and behaviors through a life-long commitment to wellbeing which includes physical, emotional, financial, career/personal development, and social/ community.

2017 Goals:

1. Have at least 50% of employees participate in the wellbeing activities.
2. To provide several education and activity opportunities in our top three interest areas from the survey.

2018 Rewards:

1. \$25 per month additional health insurance contribution;
2. 8 wellness hours to use for wellness purposes throughout the next year with supervisor approval; or
3. \$200 Gift Cards to a variety of wellness related retail/service businesses, including: Erik's Bike Shop, Whole Foods, Juut Salon and Spa, REI, Barnes and Noble, Massage Envy, and GNC.



2017 Health Awareness Calendar

<u>JANUARY</u> Focus: Recover from the Holidays	<u>FEBRUARY</u> Focus: Healthy Heart ☐ Wellness Kickoff ☐ Wayzata Chilly Open ☐ Online Seminar: Creativity 101 ☐ Coaching: High Blood Pressure ☐ Mobile Program: Tobacco	<u>MARCH</u> Focus: Sleep Awareness ☐ Health Assessments Due ☐ Employee Recognition Luncheon ☐ Seminar (Kathy) ☐ Coaching: Sleep ☐ Mobile Program: Sleep	<u>APRIL</u> Focus: Pay it Forward ☐ Blood Drive Challenge ☐ Earth Day/Bushaway Planting ☐ Online Seminar: Compassion Fatigue ☐ Lose Weight in 8 Challenge
<u>MAY</u> Focus: Mental Health ☐ Dig it Day ☐ Buckthorn/Garlic Mustard Pull ☐ Seminar (Kristin) ☐ Mobile Program: 10,000 Steps	<u>JUNE</u> Focus: Personal Safety ☐ Seminar (Dan) ☐ Wayzata Art Experience ☐ Make and Move Challenge ☐ Employee Happy Hour	<u>JULY</u> Focus: Stress Management ☐ Seminar (Cheryl) ☐ Online Seminar: Staying Balanced in a Changing World ☐ Coaching: Stress	<u>AUGUST</u> Focus: Laughter = Best Medicine ☐ Comedy Movie Playing at Lunch ☐ Online Seminar: Disrupting Negative Thoughts ☐ Coaching: Family Well-being
<u>SEPTEMBER</u> Focus: Fruit and Veggies ☐ JJ Hill Days ☐ Seminar (Bennett) ☐ Coaching: Nutrition ☐ Fruit and Veggie Challenge	<u>OCTOBER</u> Focus: Financial Health ☐ Pull it Day ☐ Flu Shot Clinic ☐ Seminar (Jeff) ☐ Online Seminar: Financial Resiliency during Tough Times	<u>NOVEMBER</u> Focus: Diabetes Awareness ☐ Tracking Cards Due, Nov 30 ☐ Give to the Max Day ☐ Light Up the Lake Event ☐ Coaching: Weight	<u>DECEMBER</u> Focus: Prepare for the Holidays

Seminars to include topics related to physical, emotional, and financial wellbeing or professional/personal growth

Name: _____
 Dept: _____
 Email: _____
 Phone: _____

2017 Wayzata Wellness Program

Note: Completion of Step I required to be eligible for Step II.

Step I: Primary Care - Documentation is Required		Do 2
☐ Annual Preventive Exam	☐ Online Health Assessment	

Step II: Wellness Seminars		Do 3
☐ Physical/Nutritional Wellness-based Seminar ☐ Emotional Health-based Seminar ☐ Employee Recognition Luncheon ☐ Wellness Kickoff	☐ Social/Community wellness-based seminar ☐ Professional/Personal Growth-based seminar ☐ Workplace Safety ☐ Comparable Request _____	

Step II: Health Challenges		Do 2
☐ Sleep Program (HP) ☐ Stress Program (HP) ☐ Tobacco Program(HP) ☐ Fruit and Veggie (HP) ☐ Make and Move (HP)	☐ 10,000 Steps Challenge (HP) ☐ Lose Weight in 8 (HP) ☐ Yoga (Attend 8 classes/session) ☐ Participate in a walk/run event ☐ Comparable Request _____	

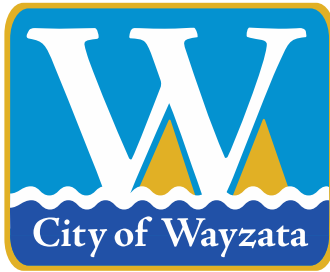
Step II: Individual Wellness-Related Activities		Do 4
☐ Contact EAP/Nurse Line/Self Care Resource (HP) ☐ Donate blood/marrow/plasma/platelets ☐ Participate in after-work social event for work ☐ Implement/update your Health Care Directive or Will ☐ Meet with retirement/investment planning professional ☐ Participate in Phone or Virtual Coaching Session (HP) ☐ I am Tobacco Free	☐ Provide a Healthy Treat for a group meeting ☐ Receive a Flu Vaccination ☐ Regularly participate in stress reducing hobby ☐ Start or add to a fitness journal ☐ Volunteer in Wayzata community event ☐ Comparable Request _____	

Notes:

- HP = Program Available through Health Partners Online.
- Online Health Assessment must be completed by March 31, 2017.
- Tracking Card with appropriate documentation must be turned in by November 30, 2017.
- Successful completion of program will result in additional \$25 per month health contribution for the next year, addition of 8 Wellness Hours---which is paid time off to work on wellness-related activities, OR a \$200 gift card to a select local wellness related retailers/services.
- Wellness Hours may only be used for the following calendar year, do not roll over, and they may only be used in 1 hour increments or more.

Disclosure:

- The City of Wayzata is committed to helping you achieve your best health. Rewards for participating in the wellness program are available to all full-time employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact Kathy Ovshak and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Bridget Anderson
Johanna McCarthy
Andrew Mullin
Steven Tyacke

City Manager:
Jeffrey Dahl

DATE: December 15, 2016

TO: The Honorable Mayor and Members of City Council

FROM: Jeffrey Dahl, City Manager

SUBJECT: LELS and AFSCME Labor Contracts

Update

Staff has met with Union Stewards on both the Police Department (LELS) and Public Works (AFSCME) over the past several months and have worked toward a tentative agreement for Council review.

Summary

Police:

- 3-year agreement
- COLA increase of 2.5% for each year
- Additional step for officers with more than 10 years. Step increase would be 2% in 2017 and then 1% in 2018 and 1% in 2019
- Starting in 2019, Specialty Pay of \$100 per month for Field Training and Firearms Officers (up to 3)
- Starting in 2019, Specialty Pay of \$200 per month for School Resource Officer
- Starting in 2019, Specialty Pay of \$200 per month for Investigator
- Addition of July 4th as Double Time Holiday
- Cashing out of unused sick leave balance will cease in 2019. For any leftover balance, 85% of it would be deposited into Post-Employment Retirement Account.

Public Works:

- 3-year agreement
- COLA increase of 2.5% for each year
- Minor language amendments regarding items like funeral pay in order to make contract is consistent with federal regulations and City personnel policy
- Shift differential pay of \$2.00 per hour starting in 2019 (for work done outside "normal" working hours)
- Double time will be paid for emergency call-back work on all City recognized Holidays instead of just the big three.
- On-call pay will be based on 10 hours of pay versus 8 hours

Staff will be going over the proposed changes to the contracts in more detail on Tuesday. Most of the changes will either not have significant budget impacts or will occur

in later years to allow the City to budget for the increases. The only item that will provide a budgeting challenge is the additional step increase (10 yr) for the PD in 2017. While staff believes the adjustment is fair given market comparables, the 2% increase in 2017 will create an additional approximate \$11,000 burden.

Background

The last negotiation of labor contracts occurred in late 2013 and ultimately 3-year contracts were approved. Staff encouraged 3-year contracts this time around as well given the relative stability in the economy.

Staff's goal has been to provide competitive compensation and benefits in order to maintain and attract high-quality employees while being mindful of the tax burden that personnel costs have on the City. In addition, another goal of staff has been to provide the same compensation, benefits, and policies to all employees---both union and non-union.

Thanks to Kathy Ovshak for all of her assistance with this process.

Recommendation

Staff is looking for feedback on the attached draft agreements. If there are no substantive changes, the contracts will be placed on the consent agenda of the regularly scheduled meeting for approval.

20174, 20185 & 20196

LABOR AGREEMENT

BETWEEN

THE CITY OF WAYZATA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL NO. 37

Table of Contents

Article I – Purpose	3
Article II – Union Recognition	3
Article III – Discipline	3
Article IV – Grievance Procedure	3-6
Article V – Seniority	6
Article VI – Vacation	6-7
Article VII – Sick Leave	7
Article VIII –Off Duty Employment	7
Article IX – Injured on Duty	8
Article X – Special Leaves of Absence	8
Article XI – Holidays	9
Article XII – Hours of Work and Overtime	9
Article XIII – Call Back	10
Article XIV – Court Time	10
Article XV – Uniforms	10
Article XVI – Salaries	11
Article XVII – Incentive Pay	11
Article XVIII – Insurance	12
Article XIX – Training	12
Article XX – Standby Pay	12
Article XXI – Union Security	12
Article XXII – Employer Security	13
Article XXIII – Employer Authority	13
Article XXIV – Savings Clause	13
Article XXV – Duration	14
Article XXVI – Execution	14

ARTICLE I - PURPOSE

This Agreement is hereby made and entered into between the City of Wayzata, a municipal corporation, and Law Enforcement Labor Services, Inc., Local No. 37. 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 for 201~~4~~⁷, 201~~5~~⁸ & 201~~6~~⁹.

ARTICLE II - UNION RECOGNITION

It is understood and agreed between the parties hereto that Local No. 37 is the exclusive representative of non-supervisory employees of the Police Department and as such the Union is authorized to enter into this Agreement for and on behalf of the employees it so represents.

ARTICLE III - DISCIPLINE

3.1 The City 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.

3.2 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 City.

3.3 Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedures outlined under Article IV.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition of a 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.

- 4.2 Union Representatives: The Employer will recognize representatives designated by LELS as the grievance representatives of the bargaining unit having the duties and responsibilities established by the Article. LELS shall notify the Employer in writing of the names of such Union Representatives and of their successors.
- 4.3 Processing of a Grievance: It is recognized and accepted by LELS 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.
- 4.4 Procedure: Grievances, as defined by Section 4.1, 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. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by LELS and discussed with the Chief of Police. The Chief of Police shall give LELS 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 LELS within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by LELS and discussed with the City Manager or designated representative. The City Manager shall give LELS 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 LELS within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by LELS shall be submitted to arbitration subject to the provisions of the 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 Public Employment Relations Board.

4.5 Arbitrator's Authority:

A: 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 LELS, and shall have no authority to make a decision on any other issue not so submitted.

B: 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 LELS 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.

C: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and LELS 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.

4.6 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 limits, LELS 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 LELS in each step.

4.7 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 IV or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article IV the grievance is not subject to the arbitration procedure as provided in Step 4 of Article IV. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 4 of Article IV 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 IV.

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 V - SENIORITY

- 5.1 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 department head, showing for each employee date of hire, time in grade and time within specific classifications.
- 5.2 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.
- 5.3 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.
- 5.4 Transfers, job classification assignments and promotions shall be made on the basis of past job performance and ability.

ARTICLE VI - VACATION

- 6.1 Employees shall receive the following paid vacation leave, based upon their seniority with the City:
- 0 through 5 years service - 80 hours (6-2/3 hours per month)
 - 6 through 11 years service - 128 hours (10-2/3 hours per month)
 - 12 through 13 years service - 140 hours (11-2/3 hours per month)
 - 14 through 15 years service - 152 hours (12-2/3 hours per month)
 - 16 through 17 years service - 164 hours (13-2/3 hours per month)
 - 18 through 19 years service - 168 hours (14 hours per month)
 - 20 through 24 years service - 184 hours (15-1/3 hours per month)
 - 25+ years service - 192 hours (16 hours per month)
- 6.2 Vacation leave shall accrue during an employee's initial probationary period, however, the employee must successfully complete their probationary period prior to being eligible to receive vacation benefits. Vacation leave may be used as earned thereafter if approved in advance by the Police Chief or his/her designee. First preference for vacation leave and days off on 4th of July, 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. At the end of the employee's anniversary

Formatted: Superscript

month of hire, employees shall only be allowed 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 VII - SICK LEAVE

- 7.1 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.
- 7.2 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.
- 7.3 Sick Leave Credit Pay Plan
- 7.3.1 Employees who leave employment (in good standing) shall as of the date of separation receive compensation for their sick leave in accordance to the following schedule:
- a. 0 – 720 hours at a per hour compensation rate of 25% of the regular hourly rate of pay
 - b. 720 – 960 hours at a per hour compensation rate of 60% of the regular hourly rate of pay
 - c. 960 – 1056 hours at a per hour compensation rate of 85% of the regular hourly rate of pay
- 7.3.2 ~~At the end of the year, employees with an accumulation of sick leave in excess of 960 hours shall have the hours in excess of 960 hours converted at a per day compensation rate of 85% of the regular daily rate of pay or a per hour vacation rate of 85% of sick leave converted. The employee may elect the option to have the payout converted to 50% pay / 50% vacation time. In no event can more than 960 hours be carried forward to the next year.~~ At the end of each year, employees with an accumulation of sick leave in excess of 960 hours will have the days in excess of 960 days converted at a per day compensation rate of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS). *This amendment takes place in 2019.

ARTICLE VIII – Off Duty Employment

- 8.1 All off-duty work must be approved in advance by either the department head 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 City.

ARTICLE IX - INJURED ON DUTY

Employees are covered by workers' compensation, which covers injuries received on the job. The employee will be paid by the City 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 any qualified physician selected by the Employer to verify employee's inability and/or continued inability to work. The Employer agrees to pay the cost of such examination.

ARTICLE X - SPECIAL 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 City 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 the employee will begin at the step at which the employee was when last worked. If an employee is required to attend summer camp or cruise with the military reserves the employee will be paid by the City the difference between the employee's pay at such summer camp or cruise and the employee's regular pay.
- 10.3 Leave of Absence Without Pay. Employees granted a leave of absence without pay will accrue no benefits while gone.
- 10.4 Leave of Absence With Pay. If any employee is required to attend a school for the betterment of the employee's job, they will receive their normal pay and accrue all benefits while gone.
- 10.5 Funeral Leave. In the event of the death of an employee's spouse or significant other, the employee's or spouse's children, parents, brothers or sisters, the employee will be granted up to three shift days emergency leave with pay. For the death of an employee's or spouse's grandparents, aunt, uncle or close friend, the employee will be granted one day of emergency leave with pay. 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.

ARTICLE XI - HOLIDAYS

- 11.1 Overtime. Employees who work on any of the below listed holidays shall receive an additional half-time pay for all time worked on such holidays.

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

- 11.2 Double time: Employees who work on the listed holidays shall receive double time for each hour worked on such holidays.

July 4th Thanksgiving Christmas |

- 11.3 Time-off. Employees shall receive 96 hours (12 days * 8 hours) off per calendar year in lieu of holidays. All 96 hours shall be considered floating holidays that can be used at the discretion of the officers subject to approval by the Police Chief.

ARTICLE XII - HOURS OF WORK AND OVERTIME

- 12.1 The regular work day for employees shall be no less than eight hours nor no more than twelve hours depending on type of schedule. The average work week shall be forty hours. The work year shall be 2,080 hours.
- 12.2 Overtime shall be at the rate of time and one-half and defined as all hours worked in excess of the regular shift schedule, 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.
- 12.3 The City 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 an empty shift is to be filled by overtime it shall be split as equally as possible between the employees scheduled to work both adjoining shifts.

- 12.4 All police employees will be allowed thirty minutes of work relief periods for each 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 XIII - CALL BACK

Any employee called back to work outside the employee's regularly posted schedule shall be paid for a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular rate of pay.

ARTICLE XIV - COURT TIME

- 14.1 A minimum of three hours overtime will be paid for court time while a police 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.
- 14.2 A police employee will be paid mileage in an amount established periodically for all City employees by the City Council per mile from home and back for a job related court appearance outside of Wayzata but within the Twin Cities area. Such an employee will be reimbursed for necessary parking fees and meals while attending court. If an employee is required by the City to attend court outside the Twin Cities area, the employee will be reimbursed for all necessary expenses connected therewith, including lodging.

ARTICLE XV - UNIFORMS

The City 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 City. 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 the City Hall. In addition, each employee will be given a copy of such memorandum with fair time to effect the change. There will be a clothing allowance for the investigation assignment re-opener for 2015 and 2016 due to potential staffing changes.

ARTICLE XVI - SALARIES

16.1 Police Officers will receive on 1/1/14 a 2.5% COLA and 2% market adjustment to implement the new 5 step compensation plan; a 2.5% COLA increase on 4/1/15 and a 2.5% COLA increase on 4/1/16.

		Base Salary Per Month	
	1/1/13 2% (hrly)		
Police Officer A	\$5,408.00 \$31.20		
Police Officer B	5,127.20 29.58		
Police Officer C	4,912.27 28.34		
Police Officer D	4,404.40 25.41		

Base Salary Per Month					
	1/1/14 4%		4/1/15 2%		4/1/16 2%
Police Officer A	\$5,624.32 \$32.45		\$5,737.22 \$33.10		\$5,851.97 \$33.76
Police Officer B	5,356.88 30.91		5,464.02 31.53		5,573.30 32.16
Police Officer C	5,101.79 29.43		5,203.83 30.02		5,307.91 30.62
Police Officer D	4,723.88 27.25		4,818.36 27.80		4,914.73 28.36
Police Officer E	4,373.97 25.23		4,461.44 25.74		4,550.67 26.25
Police Officer F	4,165.68 24.03		4,249.00 24.51		4,333.98 25.00

Base Salary Per Month				
	1/1/17 2.5%	1/1/18 2.5%	1/1/19 2.5%	
Police Officer A---10 yrs	\$6,118.83	\$6,332.99	\$6,554.64	
Police Officer B	\$5,998.27	\$6,148.23	\$6,301.94	
Police Officer C	\$5,712.63	\$5,855.45	\$6,001.83	
Police Officer D	\$5,440.61	\$5,576.63	\$5,716.04	
Police Officer E	\$5,037.60	\$5,163.54	\$5,292.63	
Police Officer F	\$4,664.43	\$4,781.04	\$4,900.57	

Formatted: Centered

Formatted Table

Police Officer G	\$4,442.33	\$4,553.39	\$4,667.22
------------------	------------	------------	------------

16.1.1 Specialty Pay. ~~Starting in 2019, A~~an employee generally assigned with Field Training Officer (FTO) or Firearms /

~~Use of Force Instructor duties by the Chief~~ shall be paid a differential of ~~\$100.00-00~~ per ~~month~~~~hour~~ above their regular base rate of pay. ~~per assignment. There can be no more than three employees assigned with that duty at one time.~~

Starting in 2019, an employee generally assigned with School Resource Officer duties by the Chief shall be paid a differential of \$200.00 per month above their regular base rate of pay while accomplishing those duties. There can be no more than one employee assigned with that duty at one time.

Starting in 2019, an employee generally assigned with Investigation duties by the Chief shall be paid a differential of \$200.00 per month above their regular base rate of pay. There can be no more than one employee assigned to this duty. There will be an investigator pay re-opener for 2015 or 2016 when necessitated by staffing changes.

An employee cannot receive more than one specialty pay at any given time.

16.2 Payday. Employees will be paid semimonthly, no later than three working days following the fifteenth of each month and the last day of each month.

16.3 Expenses. Should an employee be required to use a private vehicle for City business, including court appearances, the employee will be paid mileage in an amount established periodically for all City employees by the City Council. Mileage will be paid from either the employee's home or City Hall, whichever is applicable in the given instance. The City also will pay an employee for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools.

ARTICLE XVII - INCENTIVE PAY

17.1 All full-time police employees will be eligible for education/tuition reimbursement per the City's Education/Tuition Reimbursement Policy (the Education/Tuition Reimbursement Policy is attached to this contract as a MOU). Approved education/tuition reimbursement shall be reimbursed in addition to the employee's regular pay Education/Tuition reimbursement shall not be added to the regular pay for the purpose of computing hourly rates or overtime rates.

17.2 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.

Formatted: Indent: Left: 0"

Formatted: Indent: First line: 0"

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

ARTICLE XVIII - INSURANCE

- 18.1 The City will offer each police employee the same medical and life insurance programs which are used to protect other City employees. In addition, police employees will be covered by false arrest insurance paid for by the City which shall include legal counsel for civil and criminal action when an officer is legally acting in the course of the employee's duties. ~~For 2014, the City will pay up to one thousand eight dollars (\$1,008.00) per month for all three of the plans; the Open Access Plan; the Distinctions III Plan and the HSA Plan. For 2017, the City will pay up to one thousand one hundred fifty-nine (\$1,159.00) per month towards health and dental insurance. There will be an insurance re-opener for 2018 and 2019.~~ The basic life insurance policy is for \$15,000. Additional life insurance may be added at the employee's expense. ~~There will be an insurance re-opener in 2015 and 2016.~~
- 18.2 If a health insurance opt-out option is available with the City's group health insurance plan, an employee who is eligible to opt-out in accordance with the City's health insurance plan may elect to waive health insurance coverage from the City. An employee who waives health insurance coverage will receive the maximum allowed by the City's health insurance plan which is currently \$50.00 per month.
- 18.3 Effective on or about October 1, 2011, the City will offer 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 contribution toward the premium cost for the employee and family will be subject to the City insurance contribution as set forth in Section 18.1 above. Any additional cost shall be at the employee expense through payroll deduction.

ARTICLE XIX - TRAINING

The City 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 City required training in excess of the average work week will be compensated at the overtime rate.

ARTICLE XX - STANDBY PAY

Employees required to be on call or on standby shall receive one-half (1/2) hour's pay for each hour on such status.

ARTICLE XXI - UNION SECURITY

- 21.1 The Union will be allowed to post notices and will be allowed reasonable visitation by Union representatives for the purpose of signing up new members and processing grievances.

21.2 Payroll deduction of Union dues will be allowed, upon receipt of an authorization signed by the employee, and will be paid to the Union monthly. Should an employee wish to stop the deduction of Union dues the employee shall notify the City in writing of such intention at least five working days prior to the effective date of the termination.

21.3 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the City in writing of such choice and changes in the position of Steward and/or alternate.

ARTICLE XXII - EMPLOYER SECURITY

The Union hereby agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action in violation of the Public Employment Labor Relations Act of 1971, as amended. No employee shall cause or take part in any such strike, work stoppage, slowdown or other action. In the event of a violation of this section the Union agrees to take positive steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section there shall be no discussion or negotiations regarding any grievance before normal work has been resumed.

ARTICLE XXIII - EMPLOYER AUTHORITY

The City shall not be required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, selection and direction and number of personnel, determination of duties to be performed and the manner in which they are to be performed, and operation and management of all facilities and equipment. Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish or eliminate.

ARTICLE XXIV - 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 XXV - DURATION

Except as herein provided, this Agreement shall be effective January 1, 2014 and shall continue in full force and effect until December 31, 2016 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 XXVI - 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 L.E.L.S., Local No. 37 on this _____ day of _____, 201~~4~~6.

IN THE PRESENCE OF: FOR THE CITY OF WAYZATA:

_____ By _____
Mayor

_____ And _____
City Manager

FOR Law Enforcement Labor Services Inc.
and LELS LOCAL NO. 37:

_____ By _____
Union Steward

_____ And _____
Union Representative

MEMORANDUM OF UNDERSTANDING

DATE: ~~January 15, 2014~~

To: ~~Wayzata Local No. 37 - LELS~~

From: ~~Heidi Nelson, City Manger~~

Subject: ~~Memorandum of Understanding Regarding Officers Edberg and Mathews~~

~~As a part of the 2014, 2015 and 2016 LELS Local No. 37 contract negotiations, it has been agreed upon that these 2 officers will receive a 2% COLA wage increase for 2014. Mathews will follow the 5 step compensation plan in years 2015 & 2016. Edberg will receive a 2% COLA as of 4/1/15 on his 2014 wage and will then follow the 5 step compensation plan for 2016.~~

CITY OF WAYZATA

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 shall provide for meals and lodging, 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 "B" 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 Manager 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 24 months prior to leaving must be returned to the City.~~

201~~74~~-201~~96~~

**LABOR AGREEMENT
BETWEEN
THE CITY OF WAYZATA
AND
THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 224, COUNCIL NO. 5**

TABLE OF CONTENTS

<u>Table of Contents</u>	2
<u>PREAMBLE</u>	3
<u>ARTICLE 1 - UNION RECOGNITION</u>	3
<u>ARTICLE 2 – DISCIPLINE</u>	3
<u>ARTICLE 3 - GRIEVANCE PROCEDURE</u>	3
<u>ARTICLE 4 – ARBITRATION</u>	4
<u>ARTICLE 5 – SENIORITY</u>	4
<u>ARTICLE 6 – VACATIONS</u>	5
<u>ARTICLE 7 - SICK LEAVE</u>	5
<u>ARTICLE 8 - SPECIAL LEAVES OF ABSENCE</u>	6
<u>ARTICLE 9 – HOLIDAYS</u>	7
<u>ARTICLE 10 - HOURS OF WORK</u>	7
<u>ARTICLE 11 – OVERTIME</u>	7
<u>ARTICLE 12 - COMPENSATORY TIME OFF</u>	7
<u>ARTICLE 13 – SALARIES</u>	8
<u>ARTICLE 14 – INSURANCE</u>	9
<u>ARTICLE 15 – UNIFORMS</u>	9
<u>ARTICLE 16 - UNION SECURITY</u>	9
<u>ARTICLE 17 - MANAGEMENT SECURITY</u>	9
<u>ARTICLE 18 - SAVINGS CLAUSE</u>	10
<u>ARTICLE 19 – SEASONAL PARK WORKERS</u>	10
<u>ARTICLE 20 – DURATION</u>	11
<u>APPENDIX A - PUBLIC SERVICE WORKER LEVEL A MINIMUM REQUIREMENTS</u>	12
<u>APPENDIX B - PUBLIC SERVICE WORKER LEVEL B MINIMUM REQUIREMENTS</u>	13
<u>APPENDIX C - PUBLIC SERVICE WORKER LEVEL C MINIMUM REQUIREMENTS</u>	14
<u>APPENDIX D - PUBLIC SERVICE LEAD WORKER MINIMUM REQUIREMENTS</u>	15

PREAMBLE

This AGREEMENT is hereby made and entered into between the City of Wayzata, a municipal corporation, and Local No. 224, District Council No. 5 of the American Federation of State, County and Municipal Employees. 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.

ARTICLE 1 - UNION RECOGNITION

It is understood and agreed between both parties hereto that the American Federation of State, County and Municipal Employees, Local No. 224, Council No. 5 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 – DISCIPLINE

No employee shall be disciplined or discharged without cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 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 representative 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 representative within ten (10) calendar days.

Step 4. If the grievance still remains unadjusted it shall be presented in writing by the UNION representative to the City Council within ten (10) calendar days after the response of the City Manager is due. An oral presentation by the UNION representative to the Council may also be made if requested by the UNION. The Council shall respond in writing to the UNION representative within ten (10) calendar days.

Step 5. If the grievance is still unsettled either party may, by written notice to the other, request arbitration.

3.2 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 alleviation of the grievance as outlined in the last statement by the UNION Steward or representative.

- 3.3 Choice of Remedy: If, as a result of the written Employer response in Step 4, 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 5 of Article 3 or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 5 of Article 3, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 3. The aggrieved employee shall indicate in writing which procedure is to be utilized; Step 5 of Article 3 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 5 of Article 3. Except that with respect to statutes under the jurisdiction of the United State Equal Employment Opportunity Commissions, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 4 - ARBITRATION

- 4.1 The City Manager and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide a grievance which has reached Step 5 in the grievance procedure. If the City Manager and the UNION representative 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.
- 4.2 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 City 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.
- 4.3 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.
- 4.4 Expenses for arbitration services and processing shall be borne equally by the City 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 5 - SENIORITY

- 5.1 New employees shall be on a twelve-month probationary period. The City shall furnish to the UNION a Seniority List of the employees, based upon and showing their respective dates of hire. Annually the City 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 City Manager shall explain in writing to the employee such unsatisfactory performance.
- 5.2 Promotions within the Public Works Department will go to the person deemed to be best qualified for the position to be filled. Where possible every consideration will be given to present employees of the Department.
- 5.3 In the event of a layoff within the bargaining unit, 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.

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 6 – VACATIONS

Employees will receive the following vacation leave, based upon their years of service with the City:

- 0 through 5 years service - 10 days (6 2/3 hrs./mo.)
- 6 through 11 years service - 16 days (10 2/3 hrs./mo.)
- 12 through 13 years service - 17 1/2 days (11 2/3 hrs./mo.)
- 14 through 15 years service - 19 days (12 2/3 hrs./mo.)
- 16 through 17 years service - 20 1/2 days (13 2/3 hrs./mo.)
- 18 through 19 years service - 21 days (14 hrs./mo.)
- 20 through 24 years service - 23 days (15 1/3 hrs./mo.)
- 25+ years service - 24 days (16 hrs./mo.)

Employees who leave the employ of the City in good standing by resignation (meaning eligible for re-hire) or retirement will receive pay for their unused accrued vacation at 100%

ARTICLE 7 - SICK LEAVE

- 7.1 Each employee will earn one day per month sick leave, to a maximum of 120 days, days earned over the max must be converted via the Sick Leave Credit Pay Plan and in any event no more than 120 days 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.
- 7.2 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 (spouse, minor children and adult children (children include: biological, step, adopted, foster and grandchildren), siblings, parents, mother and father-in-law, grandparents and stepparents) (~~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.
- 7.3 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.
- 7.4 Sick Leave Credit Pay Out Plan
- 7.4.1 Employees who leave employment (in good standing) with 0-720 sick leave hours shall as of the date of separation receive compensation for 25% of their accrued sick leave to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

Employees who leave employment (in good standing) with 720-960 sick leave hours shall as of the date of separation receive compensation for 60% of their accrued sick leave to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

Employees who leave employment (in good standing) with 960-1056 sick leave hours shall as of the date of separation receive compensation for 85% of their accrued sick leave to a Post Employment Health Savings Plan administered by the Minnesota State Retirement System (MSRS).

At the end of each year, employees with an accumulation of sick leave in excess of 120 days will have the days in excess of 120 days converted at a per day compensation rate of 85% to a Post Employment Health Care Savings Plan administered by the Minnesota State Retirement System (MSRS).

In no event can more than 120 days be carried forward to the next year.

All compensation calculations will be based on the per hour rate at the time of pay out.

This credit pay plan would not be calculated or converted for any employees terminated for just cause.

ARTICLE 8 - SPECIAL LEAVES OF ABSENCE

- 8.1 Jury Duty. If an employee is called for jury duty the employee will be excused from work during that period. The City 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.
- 8.2 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 City the difference between the employee's pay at such summer camp or cruise and the employee's regular pay.
- 8.3 Leaves of Absence With Pay. Employees required by the City to attend school / training meetings will receive their normal pay and benefits during such school / training meetings. Employees will be provided other paid leave as required by law.
- 8.4 Leave of Absence Without Pay. Employees granted a leave of absence without pay will accrue no benefits while gone.
- 8.5 Funeral Leave. In the event of the death of an employee's spouse or children, employee's and spouse's parents, or employee's brothers or sisters the employee will be granted up to three (3) days emergency leave with pay. For the death of an employee's or spouse's other immediate relatives the employee will be granted one day of emergency leave with pay. For the purpose of this provision the term "emergency leave" shall mean paid leave without using benefit time earned sick leave. Immediate relatives other than those defined above shall mean employee's and spouse's grandparents and grandchildren and spouse's brothers and sisters as well as any member of the employee's immediate household when a close relationship exists and has been designated by the employee in advance.

ARTICLE 9 - HOLIDAYS

- 9.1 Employees will receive twelve (12) holidays per year. These holidays are:
- | | |
|--|-------------------------|
| Martin Luther King Day | Presidents Day |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veterans' Day |
| Thanksgiving Day | Christmas Eve Afternoon |
| Christmas Day | New Year's Day |
| One-half day floating holiday (to be taken subject to employer approval) | |
- 9.2 For each holiday employees will receive the day off, 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 10 - HOURS OF WORK

- 10.1 The regular work day for public works 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 public works employees shall be forty (40) hours.
- 10.2 For hours worked outside of the regularly scheduled shift (prior to 6:00 A.M. and after 3:30 P.M.) shall receive \$2.00 pay per hour differential starting January 1, 2019. This only applies when the hours are flexed and are not in addition to overtime if eligible.

ARTICLE 11 - OVERTIME

- 11.1 Overtime shall be defined as all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Overtime will be paid in the regular check, as it is earned, at the rate of time and one-half (1-1/2). To the extent possible all overtime will be distributed equally among those employees entitled to receive it.
- 11.2 Overtime will be paid for all "emergency" work on weekends or holidays and for the second portion of any "split shift". The minimum amount of "call back" pay shall be three hours at the overtime rate.
- 11.3 Double time will be paid for all "emergency" call-back work on all City recognized Holidays. ~~Thanksgiving, Christmas Eve and Christmas Day.~~ The minimum amount of "call back" pay shall be three hours at the double time rate.
- 11.4 In lieu of overtime pay, Parks Department employees may opt for compensatory time off calculated at the specific overtime situation rate.

ARTICLE 12 - COMPENSATORY TIME OFF

- 12.1 Seventy five (75) hours of overtime pay for each public service worker 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.
- 12.2 Employees ~~Utility Home Base personnel~~ performing "routine" weekly on-call ~~duties~~ duties will be compensated ten (10) eight (8) hours per week or ten (10) eight (8) hours of compensatory time off that they are assigned to weekly on call duty. The on call week runs from Monday at 7:00 a.m. until the following Monday at 6:59 a.m. All work performed during the week outside of normal working hours or on weekends beyond these routine duties will be compensated at the overtime rate. Employees who are assigned to On-Call duty during a City recognized Holiday week, shall receive an additional 2 hours of On-Call compensation. ~~If the weekend duty should fall on Thanksgiving, Christmas Eve and Christmas Day the compensated rate will be at double time.~~ The City Manager shall issue a memorandum specifying those duties which are considered "routine".

ARTICLE 13 - SALARIES

- 13.1 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.
- 13.2 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 City Manager for all City employees, plus any necessary parking fees for the use of such vehicle. The City will pay an employee for all necessary meals, boarding and mileage for required attendance at meetings, conferences, training sessions and schools. The City will cover the cost of tuitions and books for job related schools. If a school is held only during normal working hours and the course is approved by the City, employees shall be paid their normal rate of pay for attendance at the school.

SALARIES
PUBLIC SERVICE WORKERS

		<u>Step Relation</u>	<u>2%</u>	<u>2%</u>	<u>3%</u>
			1/1/2014	1/1/2015	1/1/2016
PSW-A.1	Entry	73%	\$18.56	\$18.93	\$19.50
PSW-A.2	After one (1) year of satisfactory performance in PSW-A classification	78%	\$19.83	\$20.23	\$20.83
PSW-B.1	After two (2) years of satisfactory performance in PSW-A classification and achievement of minimum qualifications	84%	\$21.36	\$21.79	\$22.44
PSW-B.2	After One (1) year of satisfactory performance in PSW-B classification	89%	\$22.64	\$23.09	\$23.79
PSW-C.1	After two (2) years of satisfactory performance in PSW-B classification and achievement of minimum qualifications	95%	\$24.15	\$24.63	\$25.37
PSW-C.2	After five (5) years of satisfactory performance and achievement of minimum qualifications	100%	\$25.43	\$25.94	\$26.72

		2%	3%
Lead Worker Pay scale	1/1/2014	1/1/2015	1/1/2016
Entry	\$29.24	\$29.82	\$30.72
After one (1) year of satisfactory performance	\$30.12	\$30.72	\$31.64
After two (2) years of satisfactory performance	\$31.02	\$31.64	\$32.59

SALARIES
PUBLIC SERVICE WORKERS

		<u>Step Relation</u>	<u>2.5%</u> <u>1/1/2017</u>	<u>2.5%</u> <u>1/1/2018</u>	<u>2.5%</u> <u>1/1/2019</u>
<u>PSW- A.1</u>	<u>Entry</u>	<u>73%</u>	<u>\$19.02</u>	<u>\$19.40</u>	<u>\$19.99</u>
<u>PSW- A.2</u>	<u>After one (1) year of satisfactory performance in PSW-A classification</u>	<u>78%</u>	<u>\$20.33</u>	<u>\$20.74</u>	<u>\$21.35</u>
<u>PSW- B.1</u>	<u>After two (2) years of satisfactory performance in PSW-A classification and achievement of minimum qualifications</u>	<u>84%</u>	<u>\$21.89</u>	<u>\$22.33</u>	<u>\$23.00</u>
<u>PSW- B.2</u>	<u>After One (1) year of satisfactory performance in PSW-B classification</u>	<u>89%</u>	<u>\$23.21</u>	<u>\$23.67</u>	<u>\$24.38</u>
<u>PSW- C.1</u>	<u>After two (2) years of satisfactory performance in PSW-B classification and achievement of minimum qualifications</u>	<u>95%</u>	<u>\$24.75</u>	<u>\$25.25</u>	<u>\$26.00</u>
<u>PSW- C.2</u>	<u>After five (5) years of satisfactory performance and achievement of minimum qualifications</u>	<u>100%</u>	<u>\$26.07</u>	<u>\$26.29</u>	<u>\$27.39</u>

	<u>2.5%</u> <u>1/1/2017</u>	<u>2.5%</u> <u>1/1/2018</u>	<u>2.5%</u> <u>1/1/2019</u>
<u>Lead Worker Pay scale</u>			
<u>Entry</u>	<u>\$29.98</u>	<u>\$30.57</u>	<u>\$31.49</u>
<u>After one (1) year of satisfactory performance</u>	<u>\$30.87</u>	<u>\$31.49</u>	<u>\$32.43</u>
<u>After two (2) years of satisfactory performance</u>	<u>\$31.80</u>	<u>\$32.43</u>	<u>\$33.40</u>

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, if pertinent. See appendix for classification definitions and requirements.

All employees classified as Public Service Workers will be eligible to move to the top of the range based on satisfactory performance (City determinations as to whether performance was satisfactory can be

processed as a grievance but can not be brought to arbitration) and achievement of the minimum qualifications. Once the employee has achieved the top step the employee must maintain satisfactory performance (City determinations as to whether performance was satisfactory can be processed as a grievance but can not be brought to arbitration) in order to stay at that level.

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

ARTICLE 14 - INSURANCE

- 14.1 The City will offer each public works employee the same medical, dental and life insurance programs which are used to protect other City employees.
- 14.2 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 City.
- 14.3 For ~~2014~~2017, the City will pay up to one thousand ~~eight-one hundred fifty-nine~~ (1,008.00) per month towards health and dental insurance. ~~for the \$30 co-pay plan (high option), one thousand eight (1,008.00) per month for the \$30 co-pay 90%/10% co-insurance plan (mid-level plan), and one thousand eight (1,008.00) per month for the high deductible health plan w/HSA.~~ Full single coverage shall be paid by the City and the City will deposit \$250.00 per month in the HSA account of single coverage employees. ~~choosing the HDHP w/HSA.~~ There will be an insurance re-opener for 201~~85~~ and 201~~96~~.
- 14.4 Effective February 1, or March 1, 2012, the City will offer a dental insurance plan for employees and their families subject to the terms of the insurance policy. Bargaining unit participation in the dental insurance plan must meet a minimum of eighty percent (80%). The Employer contribution toward the premium cost for the employee and family will be subject to the City insurance contribution as set forth in Section 14.3 above, and any additional cost shall be at the employee's expense through payroll deduction.

ARTICLE 15 - UNIFORMS

Each year the City will provide each public works employee with a winter jacket or one set of winter coveralls, one set of summer coveralls, three sets of summer uniforms (shirts and pants). The City will allocate annually \$160 for the purchase of steel-toes safety foot wear. ~~and one pair of steel-toed foot wear.~~

ARTICLE 16 - UNION SECURITY

- 16.1 Payroll deduction of UNION dues will be allowed upon receipt of an authorization signed by the employee. ~~The UNION will be allowed to post notices and will be allowed reasonable visitation by UNION representatives for the purposes of signing up new members and processing grievances.~~
- 16.2 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 the Article. Further, the Union and the Employer recognize and agree that the limitations of the Employer's liability also apply should the Union exercise the applications of "fair share" as provided by M.S. 179A.06.Subd.3 as may be amended from time to time. ~~Payroll deduction of UNION dues will be allowed upon receipt of an authorization signed by the employee. Should an employee wish to stop the deduction of UNION dues the employee shall notify the City in writing of such intention at least five working days prior to the effective date of the termination.~~
- 16.3 Employer shall, on request of the Union, grant reasonable time off as required by law unpaid leave of absence to Union Members who are elected or appointed officials of the Union.

16.4 The Union will be allowed to post notices and will be allowed reasonable visitation by Union Representatives for the purposes of signing up new member and processing grievances.

ARTICLE 17 - MANAGEMENT SECURITY

- 17.1 Nothing in this AGREEMENT shall be construed as delegating to others the authority conferred by law upon the City Council or any City official. The direction of Public Works Department is the sole responsibility of the department head, the City Manager and the City Council. The word "direction" shall include but not be limited to the right to hire, promote, discharge or discipline for proper cause; the right to maintain the efficiency of Public Works Department employees; and the right to determine duties to be performed and the manner in which they are to be performed. However, rules and regulations issued on behalf of the City shall be reasonable and consistent with this AGREEMENT and shall be applied uniformly and without discrimination. The City shall not be required to meet and negotiate on matters of inherent managerial policy, which includes, but are not limited to, such areas of discretion or policy as the functions and programs of the City, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish or eliminate.
- 17.2 The UNION hereby agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action in violation of the Public Employment Labor Relations Act of 1971, as amended. No employee shall cause or take part in any strike, work stoppage, slow-down or other action. In the event of a violation of this section the Union agrees to take positive steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section there shall be no discussion or negotiations regarding any grievance before normal work has been resumed.

ARTICLE 18 - 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.

ARTICLE 19 - SEASONAL PARK WORKERS

- 19.1 Workers hired by the City on a seasonal basis to primarily work in the City's flower gardens. In accordance with State Statutes, seasonal park workers are not workers who are exempted from this AGREEMENT due to their student statutes or workers who are hired on a temporary basis to work for less than 67 working days.
- 19.2 Seasonal park workers will be paid at a rate to be determined by the City 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.
- 19.3 Seasonal park workers will receive holiday pay for holidays that occur while they are employed by the City. Seasonal park workers will not be eligible for any other benefits under this AGREEMENT except those which may be required by law.

ARTICLE 20 - DURATION

This agreement shall be effective January 1, 201~~7~~⁴ and shall continue in full force and effect until December 31, 201~~9~~⁶.

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 members' officers of Council 5, Local No. 224 on the _____ day of _____,

IN THE PRESENCE OF:

REPRESENTATIVE

FOR THE CITY OF WAYZATA:

By _____
Ken Willcox MAYOR

And _____
~~Jeffrey Dahl~~ Heidi Nelson CITY MANAGER

FOR AFSCME, LOCAL 224,
COUNCIL NO. 5:

By _____
Kurt Klapprich UNION STEWARD

And _____
~~Cindy Nelson~~ John Ewald FIELD

APPENDIX A

PUBLIC WORKS MAINTENANCE MINIMUM REQUIREMENTS

Public Service Worker Level A Minimum Requirements

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 perform routine repair and maintenance tasks in one or more of the following sections: Streets, Parks, Sewer, Water.

Ability to work in a cooperative manner as a member of a crew or team.

APPENDIX B

Public Service Worker Level B Minimum Requirements

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

Safe work practices and safe driving record

Adherence to all other policies and procedures for City employees

Adherence to City's policies in regard to tardiness and sick leave

Ability to deal effectively and tactfully with the public

Good knowledge of location of streets and public facilities

Working knowledge of fundamental job duties

CERTIFICATION:

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

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

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

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

Demonstrated ability in the repair of small engines and of routine vehicle maintenance

APPENDIX C

Public Service Worker Level C Minimum Requirements

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

Good knowledge of all operations, preventive maintenance and routine repair of equipment operated in area of job responsibility

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

CEU - A 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.

Good knowledge of methods and materials used in area of job responsibility

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

For 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.

For 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.

For 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.

For 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.

APPENDIX D

Public Service Lead Worker Minimum Requirements for Streets, Park and Utilities Departments

- Must be at least 18 years old and have a High School Diploma or general degree (GED).
- 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.
- No physical limitations.
- 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.

~~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.~~