



**2023-2025**

**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.
- **DUAL PSW:** A Public Service Worker (PSW) who has a significant proportion of regular and ongoing job duties that are not included in any PSW job description. These EMPLOYEES will have a distinct job description and title which captures their multiple roles and any differentiating minimum qualifications needed to perform it. Examples of these roles could include but are not limited to Facilities Technician and Forester.
- **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. Provided that the EMPLOYEE gives Supervisor prior notices of 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 City Manager 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** If an EMPLOYEE was promoted to a non-union position and is demoted to their former union position, they shall accrue seniority as if they had been continually employed in their former union position.
- 7.4** 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.

- 7.5** 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 receive 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 (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



## **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 military service, whether in the reserves or active duty, for the United States, the City's Personnel Policy, and State and Federal Laws pertaining to military leave shall apply.
- 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)

\*In the event the State of Minnesota or the City Council declares Juneteenth as an official holiday in which state and city offices are closed, the Good Friday holiday shall be removed and replaced with Juneteenth.

- 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. In the years when the Christmas Eve holiday (December 24) falls on a Friday, EMPLOYEES will observe the holiday on Friday and Christmas Day shall be treated as an 8-hour floating holiday.

## **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 \$5.00 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 (on the actual Holiday not the observed Holiday). 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 ROUTINE WEEKLY ON CALL DUTY**

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 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.

**15.2 WAGES.**

		2022	2023	2024	2025
			3.00%	3.00%	3.00%
PSW-A.1	Entry-1 year	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.56
PSW-A.2	2nd year	\$ 25.88	\$ 26.66	\$ 27.46	\$ 28.28
PSW-B.1	3rd year	\$ 27.78	\$ 28.61	\$ 29.47	\$ 30.36
PSW-B.2	4th year	\$ 29.35	\$ 30.23	\$ 31.14	\$ 32.07
PSW-C.1	5th year	\$ 31.22	\$ 32.16	\$ 33.12	\$ 34.11
PSW-C.2	6th year	\$ 32.80	\$ 33.78	\$ 34.80	\$ 35.84
PSW-C.3	10th year		\$ 34.12	\$ 35.15	\$ 36.20
Dual PSW-A.1	Entry-1 year	\$ 26.84	\$ 27.65	\$ 28.47	\$ 29.33
Dual PSW-A.2	2nd year	\$ 28.57	\$ 29.43	\$ 30.31	\$ 31.22
Dual PSW-B.1	3rd year	\$ 30.67	\$ 31.59	\$ 32.54	\$ 33.51
Dual PSW-B.2	4th year	\$ 32.42	\$ 33.39	\$ 34.39	\$ 35.43
Dual PSW-C.1	5th year	\$ 34.52	\$ 35.56	\$ 36.62	\$ 37.72
Dual PSW-C.2	6th year	\$ 36.26	\$ 37.35	\$ 38.47	\$ 39.62
Dual PSW-C.3	10th year		\$ 37.72	\$ 38.85	\$ 40.02

		2022	2023		2024	2025
			New Scale	Wage	3.00%	3.00%
Lead PSW	Entry-1 year	\$ 36.16	Step 1	\$ 32.40	\$ 33.37	\$ 34.37
Lead PSW	2nd year	\$ 37.23	Step 2	\$ 34.82	\$ 35.87	\$ 36.94
Lead PSW	3rd year	\$ 38.35	Step 3*	\$ 37.24	\$ 38.36	\$ 39.51
			Step 4	\$ 38.37	\$ 39.52	\$ 40.71
			Step 5	\$ 39.50	\$ 40.69	\$ 41.91

\*Employees already on the Lead Worker scale would not see any reductions to their compensation based on moving forward with the new pay scale. Employees in their first year under the 2022 wage scale will be moved to the 3rd step on January 1, 2023.

- 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** 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 which is presented to EMPLOYEES at the EMPLOYER'S annual Open Enrollment meeting. 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. The EMPLOYER contribution toward the premium cost for dental insurance 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 ALLOWANCES**

**17.1 UNIFORM ALLOWANCE.** Each calendar year the EMPLOYER will provide the EMPLOYEE up to \$367.00 for work clothing and uniforms. Qualifying work clothing may include, but is not limited to: pants/jeans, shirts, jacket, sweatshirts, insulated coverall or bib/jacket combination, etc. EMPLOYEES are responsible for laundering and maintenance of all work clothing and uniforms. The EMPLOYER will provide the EMPLOYEE up to \$200 each calendar year for the purchase of ANSI certified foot wear.

Any other safety related equipment required by federal, state, or local rules and regulations shall be the responsibility of the EMPLOYER to purchase and provide such items including but not limited to safety vests, safety masks, and safety harnesses.

**17.2 CELL PHONE ALLOWANCE.** EMPLOYEES who regularly utilize their cell phones for communication and/or are required to utilize their cell phone for accessing email and timekeeping software will be compensated with a \$10 per month cell phone allowance. EMPLOYEES who receive this allowance must be accessible via their cell phone during work hours and/or be available for emergency response or consultation as needed. Employees are expected to keep their cell phone turned on during times agreed upon and comply with the City's Technology Policy.

## **ARTICLE 18 SEASONAL AND TEMPORARY PUBLIC SERVICE WORKERS**

**18.1** 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.

**18.2** 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, 2023 and shall continue in full force and effect until December 31, 2025.

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 \_\_\_\_\_, 2022

IN THE PRESENCE OF:

By: Kathy Lewis  
Witness

By: Kathy Lewis  
Witness

FOR THE CITY OF WAYZATA:

By: Johanna Mouton  
Mayor Johanna Mouton

By: Jeffrey Dahl  
City Manager Jeffrey Dahl

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

By: Matthew Shisler  
AFSCME Representative

By: Kurt Kern  
UNION Steward

By: John R. Dahl  
UNION President

By: Melinda R. Pearson  
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.

**C E U** 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, Fleet, 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 Utilities	04/04/1993
Jason Schmieg	Lead Streets	01/10/2000
Bart Kusske	Lead Fleet	02/28/2000
Wyatt Schrupp	Lead Utilities	06/18/2001
Al Montague	PSW Utilities	04/03/2006
Ryan Anderson	PSW Streets	06/11/2008
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
Quinton Dornisch	PSW Parks	03/29/2021
Casey Staniger	PSW Utilities	07/09/2021
Tim Gallagher	PSW Parks	10/03/2022
Jordan Schwarz	PSW Parks	10/11/2022

## **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.