

2017-2019

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

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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 end employment with 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). 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. 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
 - Good Friday
 - Independence Day
 - Columbus Day
 - Thanksgiving Day
 - Christmas Day
 - One-half day floating holiday (to be taken subject to employer approval)
 - Presidents Day
 - Memorial Day
 - Labor Day
 - Veterans' Day
 - Christmas Eve Afternoon
 - New Year's Day
- 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.), public works employees 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. 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 performing "routine" weekly on-call duties will be compensated ten (10) hours per week or ten (10) 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.

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>	2.5%	2.5%	2.5%
			1/1/2017	1/1/2018	1/1/2019
PSW-A.1	Entry	73%	\$19.99	\$20.49	\$21.00
PSW-A.2	After one (1) year of satisfactory performance in PSW-A classification	78%	\$21.35	\$21.88	\$22.43
PSW-B.1	After two (2) years of satisfactory performance in PSW-A classification and achievement of minimum qualifications	84%	\$23.00	\$23.58	\$24.17
PSW-B.2	After One (1) year of satisfactory performance in PSW-B classification	89%	\$24.38	\$24.99	\$25.61
PSW-C.1	After two (2) years of satisfactory performance in PSW-B classification and achievement of minimum qualifications	95%	\$26.00	\$26.65	\$27.32
PSW-C.2	After five (5) years of satisfactory performance and achievement of minimum qualifications	100%	\$27.39	\$28.07	\$28.77

		2.5%	2.5%	2.5%
Lead Worker Pay scale		1/1/2017	1/1/2018	1/1/2019
Entry		\$31.49	\$32.28	\$33.09
After one (1) year of satisfactory performance		\$32.43	\$33.24	\$34.07
After two (2) years of satisfactory performance		\$33.40	\$34.24	\$35.10

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 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 (City determinations as to whether performance was satisfactory can be processed as a grievance but cannot 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 2017, the City will pay up to one thousand one hundred fifty-nine (1,159.00) per month towards health insurance. 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. There will be an insurance re-opener for 2018 and 2019.
- 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.

ARTICLE 16 - UNION SECURITY

- 16.1 Payroll deduction of UNION dues will be allowed upon receipt of an authorization signed by the employee.
- 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 this 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
- 16.3 Employer shall, by request of the Union, grant reasonable time off as required by law for unpaid leave of absences by 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 status 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, 2017 and shall continue in full force and effect until December 31, 2019.

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 9th day of January, 2017

IN THE PRESENCE OF:

Becky Malone
Kathy Orshak

Kathy Orshak

Sharon McLean

FOR THE CITY OF WAYZATA:

By Ken Willcox
 Ken Willcox MAYOR
 And Jeffrey Dahi
 Jeffrey Dahi CITY MANAGER

FOR AFSCME, LOCAL 224,
COUNCIL NO. 5:

By Kurt Klapprich
Kurt Klapprich UNION STEWARD

And Cynthia Nelson
Cynthia Nelson FIELD REPRESENTATIVE

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.