

# **AGREEMENT**

**BETWEEN**

**WESTERN LAKE SUPERIOR SANITARY  
DISTRICT**

**AND**

**LOCAL 66 OF A.F.S.C.M.E. Council 5:**

**FOR**

**BASIC UNIT EMPLOYEES**

**2012, 2013, 2014**

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AGREEMENT BETWEEN THE  
**WESTERN LAKE SUPERIOR SANITARY DISTRICT**  
AND  
**LOCAL 66 OF A.F.S.C. & M.E. Council 5**

**THIS AGREEMENT, dated the \_\_\_\_\_ by and between the WESTERN LAKE SUPERIOR SANITARY DISTRICT, hereinafter called the "District" and LOCAL 66, CITY AND COUNTY PUBLIC SERVICE UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES Council 5, hereinafter called the "Union."**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- A. The intent and purpose of this agreement is to:
  - 1. Establish certain hours, wages and other terms and conditions of employment, and
  - 2. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this agreement.
- B. The District and the Union, through this agreement, continue their dedication to the highest quality public service for the citizens of the District. Both parties recognize this agreement as a pledge of this dedication.
- C. Both the District and the Union maintain policies prohibiting unlawful discrimination. Further, it is the continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees without regard to union membership or union activity. The representatives of the District and the Union in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.

**ARTICLE 2 - DEFINITIONS**

- A. **Attrition** – Resignation, retirement or sustained just cause termination of an employee.
- B. **Basic Hourly Rate of Pay**

For the purpose of determining all matters of pay including overtime pay, standby duty pay and holiday premium pay, the term basic hourly rate of pay means the employee's rate as provided for in Appendix B, C, & D of this agreement plus the employee's additional cash compensation, if any. Such basic hourly rate shall be recomputed due to changes in the employee's rate or additional cash compensation and the new rate shall become effective upon such change.

**C. Classification**

Each group of positions established under this agreement which are sufficiently similar with respect to the general duties, responsibilities, and authority will be assigned the same descriptive title and classification description. Each position within a classification will have the same requirements as to education, experience, capacity, knowledge, proficiency, ability and other minimum qualifications and the same schedule of compensation shall be made to apply with equity. Individual position descriptions may be established to recognize the differences in duties from department to department and the differences among job assignments.

**D. Classification Plan**

Appendix A shall constitute the classification plan for positions in the District service covered by this agreement.

**E. Classification Title**

The designation given under this agreement to each position allocated to the classification.

**F. Continuous Service or Continuous Years of Service**

For the purpose of this agreement the term "continuous service" or "continuous years of service" is defined as a period of service having no break over thirty (30) days, except by an authorized leave of absence. An authorized leave of absence in excess of thirty (30) days shall result in a loss of seniority for the total time absent.

**G. District**

The Western Lake Superior Sanitary District.

**H. District Board**

The Board governing the Western Lake Superior Sanitary District.

**I. Eligible**

Any person whose name is on a re-employment, promotional or employment list for a given classification.

**J. Eligible List**

A list of the names of persons who have been found qualified for employment, including the names of persons on the re-employment, promotional and employment lists, as defined in this section.

**K. Employee**

A person who is legally an incumbent of a classification in the District or who is on authorized leave of absence and whose position is held for him or her pending his or her return and who is a member of the formally recognized bargaining unit represented by the Union.

**L. Employment List**

A list of the names of persons arranged in the order of merit who have been found qualified through suitable original entrance tests for employment in a given classification.

**M. Executive Director**

The Executive Director of the Western Lake Superior Sanitary District or designated representative.

**N. Grievance**

A dispute or disagreement alleging a violation of this agreement.

**O. Normal Work Week**

A regularly scheduled work week of forty (40) hours.

**P. Original Entrance Test**

A test or group of tests held to determine the relative fitness of applicants for classifications and open not only to persons currently employed in the District, but also to other persons who are not or have not been so employed. Such tests may be written, oral, performance or a combination thereof.

**Q. Permanent Employee**

Any employee who is employed in a classification(s) covered by this agreement for a period of more than sixty-seven (67) (or one hundred (100) if provided in PELRA) working days in a calendar year and working more than fourteen (14) hours per week.

**R. Permanent Part-time Employees**

Any employee who is employed in a classification(s) covered by this agreement for a period of more than sixty-seven (67) working days in a calendar year and working less than forty (40) hours per week but more than fourteen (14) hours per week. Permanent part-time employees shall receive all benefits on a pro-rata basis, after

completion of any probationary or waiting periods. Such waiting periods shall be pro-rated based upon the relative amount of time that the employee works, compared to full-time. Benefits will be pro-rated on a monthly basis based upon the hours worked during the previous month as compared to full time. Hours worked includes regular paid hours, paid vacation, paid compensatory time, paid sick leave, paid holidays, paid floating holidays and paid personal leave.

**S. Promotional List**

A list of names of persons employed in lower classifications, as defined in Appendix A, who have been found qualified through suitable tests for promotion to a higher classification. Promotional lists will remain active for six (6) months.

**T. Promotion Test**

A test or group of tests held to determine the relative fitness of applicants for positions allocated to a specified classification and open only to employees who have previously served in specified classifications for such period as may be prescribed in each specific case in the classification specifications. Such tests may be written, oral, performance or a combination thereof.

**U. Re-employment List**

A list of the names of persons arranged in the order provided by the agreement who have been permanent employees, who have been laid off or separated, and who, in accordance with this agreement, are entitled to have their names certified when vacancies in a classification are to be filled, ahead of those whose names are on the employment list for the classification. An employee may remain on a re-employment list for two (2) years, and if not re-employed within such period, will lose all automatic right to re-employment.

**V. Shift**

A stipulated or pre-scheduled eight (8) or ten (10) hour work period for personnel whose normal pre-scheduled weekly work period is forty (40) hours. Such eight (8) or ten (10) hour period shall be continuous except for scheduled lunch periods.

**W. Temporary Employees**

Any person employed in a classification covered by this agreement in a position which has been designated to require his/her services for less than sixty seven (67) or one hundred (100) working days (depending on age and student status as defined by PELRA), or less than fourteen (14) hours per week during a calendar year. Temporary employees shall not accrue seniority and shall not be afforded any fringe benefits contained in this agreement.

**X. Union**

Local 66 of the American Federation of State, County, and Municipal Employees, Council 5.

**Y. Union Steward**

On the job Union representative.

**Z. Work Areas**

The following work areas are established for the purposes of this agreement:

- a. Clean Water Production (Clean water production is also broken down into the following specific work areas: Building 2, Building 8, Process Control, Building 10)
- b. Solid Waste Services
- c. Biosolids Management
- d. Laboratory
- e. Administration
- f. Maintenance
- g. Conveyance System
- h. Planning/Engineering
- i. Environmental Programs

**AA. Work Day**

A calendar day from 12:01 a.m. to 12:00 midnight following or from the beginning of the regular shift closest to 12:01 a.m. to the end of the regular shift closest to the following midnight.

**BB. Work Week**

A calendar week beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday or beginning at the beginning of the regular shift closest to 12:01 a.m. Sunday and ending at the end of the regular shift closest to 12:00 midnight the following Saturday.

**ARTICLE 3 - RECOGNITION**

The District, for purposes of this agreement, recognizes the Union as the exclusive bargaining representative for all employees of WLSSD, as determined by the Bureau of Mediation Services excluding supervisory, temporary and confidential employees.



#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The District and the Union recognize and agree that, except as expressly modified in this agreement, the District has and retains all rights and authority necessary for it to direct and administer the affairs of the District and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, as amended; the right to direct the working forces; to plan, direct and control all the operations of the District, to determine the methods, means, organization and number of personnel by which such operation and service are to be conducted; to contract for services; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities and to develop a classification plan for District employment. Provided, that the Executive Director with the approval of the District Board, may hereafter following prior discussion with the Union, amend the classification plan by providing for the establishment of new classifications, the abolishment of existing classifications, or for the combination of two or more classifications; provided further, that this section shall apply only to titles and shall not be construed as referring to the salaries designated for these titles.

#### **ARTICLE 5 - DUES CHECKOFF**

- A. The District shall make payroll deductions in an amount sufficient to provide the payment of regular dues and assessments established by the Union from the wage of all employees covered by this agreement upon presentation by the Union of certification by the proper union representative of the names of Union members and remit such deductions to the appropriate officer designated by the Union. Any present or future employee covered by this agreement who is not a Union member shall, as a condition of employment, pay to the Union each month a fair share fee on a payroll deduction as set by the Union, payable to the Union as contribution toward administration of this agreement. The Union shall give the employer thirty (30) days notice prior to any change of dues or fair share fee.
- B. The District agrees to provide to the Union names, addresses, classifications, hire dates, and dues information on a monthly basis of all employees covered by this agreement and temporary employees, excluding addresses of temporary employees.
- C. The District will offer a voluntary deduction for payroll savings bonds, and for the AFSCME "People" fund.

#### **ARTICLE 6 - SAVINGS CLAUSE**

This agreement is subject to the laws of the United States and the State of Minnesota, and specifically the enabling legislation of the Western Lake Superior Sanitary District, Minnesota Statute, Chapter 458D, and any amendments thereto. In the event any provisions of this agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time

provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions shall be renegotiated at the request of either party.

#### **ARTICLE 7 - HOURS OF WORK**

- A. For all permanent full-time employees presently covered by this agreement, the normal hours of work shall be forty (40) hours each work week and the normal hours of work shall be eight (8) consecutive hours each work day except for scheduled lunch periods.
- B. An employee scheduled to work a normal work week will not have said schedule changed without at least five (5) days notice, unless agreed to by the employee.
- C. An alternate ten (10) hour work day and/or four (4) day work week may be negotiated between the District and the Union by department, as an addendum to this agreement.
- D. Ten (10) hour work day /four-day work week. The following general provisions shall apply to all ten(10) hour work day and /or four-day work week agreements negotiated between the Union and the District unless otherwise modified by mutual consent
  - 1. Overtime for those employees operating under the ten (10) hour work day shall be paid at the rate of time and one-half for all time worked over the regularly scheduled ten-hour work day or forty (40) hours in a work week.

When an employee on the four (4) day work week takes time off for vacation, holiday, personal day, or sick leave, including funeral leave, the employee shall be charged hour for hour or portion of hour taken off according to the hours worked during the four (4) day work week, or ten (10) hour work day respectively as scheduled. In the case of a holiday the difference between eight (8) hours and ten (10) hours may be made up, at the employee's option, from accumulated compensatory time or from vacation time. (If the employee does not choose to make up the difference in hours, the employee's accruals will be adjusted accordingly but the employee will, for seniority purposes, retain full-time status.)

- 2. When an employee is temporarily assigned to a position on a ten-hour day, the employee will not be subject to the provisions of this section unless the employee is scheduled for a full work week under this schedule.

#### **ARTICLE 8 - WAGES**

- A. Job classifications shall be assigned to a pay grade based on the classification duties, responsibilities, difficulty and minimum qualifications.
- B. An employee initially appointed to a permanent position covered by this agreement shall be placed at the minimum of the appropriate rate range except where in the judgment of the Executive Director because of the employee's education, training or experience, or a combination thereof, a higher starting rate is appropriate.

- C. When an employee is promoted or reclassified to a higher position or an employee's position is assigned to a higher pay range, the employee's salary shall be increased to the same step in the pay range for the promoted position as the employee occupied prior to promotion, except where in the judgment of the Executive Director because of the employee's education, training or experience or a combination thereof, a higher pay range is appropriate.
- D. An employee who voluntarily requests a demotion or is demoted for disciplinary reasons shall have his/her salary determined as though he/she had been continuously employed in the lower classification. In the case of a lay-off induced demotion, the employee's salary shall remain the same, unless this salary exceeds the top of the new pay grade exclusive of additional cash compensation. A salary in excess of the top step of the new pay grade shall cause placement on the top step. Any demoted employee with sufficient years of service shall be eligible for additional cash compensation. A lay-off induced demotion shall cause no greater than a 10% loss of base pay, and such special placement shall continue to have the same yearly percentage adjustments as are made to the other pay grades.
- E. Employees shall be assigned to pay ranges according to their job classifications and compensated in accordance with the schedule attached as Appendix A, B, C, & D. Employees shall remain at the assigned step until the completion of nine months service in a permanent position, at which time they shall advance one step in the pay range. Thereafter, employees shall advance one step in the pay range for each additional twelve (12) months of service.
- F. In addition to the pay prescribed herein, employees who have been employed three-fourths (3/4) time for more than eight (8) continuous years in a permanent position, shall receive, as of the beginning of the next pay period following completion of their eighth (8) year of service, additional cash compensation equal to four percent (4%) of their basic hourly rate, and additional cash compensation of four percent (4%) of their basic hourly rate after sixteen (16) continuous years of service. An additional amount of additional cash compensation equal to four percent (4%) shall apply after completion of twenty-four (24) years of service. All time on leave of absence, in excess of thirty (30) days, except for military service, shall be deducted in computing the additional cash compensation eligibility date.
- G. Employees will receive one and one-half (1&1/2) times their basic hourly rate of pay for all hours worked on Sunday. Employees cannot receive both Sunday pay and overtime pay for the first eight (8) hours worked on Sunday. Employees shall be paid two (2) times their basic hourly rate for all hours worked in excess of eight (8) hours on Sunday.

H. Wage increases shall be applied to the pay plan as follows:

1. A 2% increase will be applied to the 2011 pay plan, effective January 1, 2012.
2. A 2% pay increase will be applied to the 2012 pay plan, effective January 1, 2013.
3. A 2% pay increase will be applied to the 2013 pay plan, effective January 1, 2014.

I. Employees who are required to participate in a chlorine or chemical emergency will receive double time pay for all hours spent wearing the protective suit and/or breathing apparatus during such actual emergencies, double time and one half for overtime work. In addition, employees who are required to wear an SCBA for routine work procedures will receive time and one half for all actual hours worked while using an SCBA and/or protective suit, double time for overtime work.

J. Standby Pay. In order to insure staff is available at all times for duty on very short notice, the District and the Union establish a standby-employee designation. A person so designated must be qualified to perform the duties required, agrees to respond within 45 minutes and works as long as needed. The District will provide appropriate communications(s) devices to allow for communication. The person offered the standby pay is determined by seniority within the classification. Persons in standby status shall be compensated at the current Federal Minimum Wage for each hour on standby. The District shall determine the conditions, classifications and hours that the standby status will be used. Overtime and callback pay language would apply for hours actually worked.

The District as of January 1 each year shall post for the required standby opportunities for that year by classification for those classifications needed. The annual required standby postings are Memorial Day, July 4<sup>th</sup>, and Labor Day holiday weekends. Employees may bid on these standby opportunities by March 1, of each year. The most senior bidder shall be awarded the standby designation. If no one bids on these required standby postings the District may force the least senior employee in the classification on a rotating basis to be on standby designation. If the District determines the standby designation is not needed they shall notify the standby designated employee in at least five (5) days from the beginning of the standby designation. The District may utilize additional days as required. If the employee on standby status lives further than 45 minutes from the District, they will respond as soon as possible if they are called into work while on standby designation.

K. Gainshare and Incentive plan payments will be paid according to the language in Appendix F, Gainshare and Incentive Plan Organization and Distribution.

**ARTICLE 9 - POSTING, CLASSIFICATION, PROMOTION, DEMOTION,  
PROBATION, PERFORMANCE EVALUATIONS, AND TRANSFERS**

- A. **Posting** - All openings and vacancies shall be posted seven (7) days prior to a test being given, except when all eligible employees have been notified. One posting shall be placed on the employee bulletin board and a copy sent to the Union. Only those employees who are qualified as stated in the job description shall sign the notice, which shall be kept with the Receptionist.
- B. **Classification & Promotion** - Appointments to permanent positions in the District will be made from the names of those on the eligible list for that position. Names may be placed on the eligible list for a permanent position in District employment by placing in the top three (3) (or two more than the number of positions to be filled) applicants for a position either in "open" competitive examinations or in "promotional" examinations. "Promotional" examinations for permanent positions in District employment will be open only to those currently employed by the District at the time of such examination and such applicants for these examinations will be given first preference in filling open positions in District employment provided they meet the minimum qualifications of ability, training and experience required for the position and qualify through the "promotional" examination. Promotional testing will be subject to the grievance procedure and these test results shall be grievable to the District Board. Promotional test announcements will include all requirements for testing. When the promotional eligible list is established, the employee with the greatest Seniority shall have five (5) points added to his/her final score. If the qualified personnel cannot be obtained through "promotional" examinations, the District may fill the position with personnel who have qualified through "open competitive examinations" for the position. Ability, training, experience, and examination requirements will be the same for "promotional" or "open" categories. Requirements for existing positions in District employment and for examination for these positions will be those developed by the District and copies furnished to the Union.
- C. When an employee requests and is qualified for a promotion, demotion, or lateral transfer to a job which they do not currently hold, such employee will be required to pass an employment physical related to the physical demands of the new position. This requirement shall not apply to a lay-off induced demotion or lateral transfer by bumping, or re-call to a position held immediately prior to lay-off.
- D. **Demotion**
1. The Executive Director, when proposing the demotion of an employee, shall make a recommendation in writing and shall furnish the employee with a copy of such recommendation. This recommendation shall give the future date on which the proposed demotion is to become effective, the classification to which it is proposed to demote the employee, the new rate of pay, and any other information required including the specific reasons why such demotion is for the good of the District service. Also, the recommendation shall advise the employee that he/she

may, within five (5) days, file a written answer with the Executive Director and follow approved grievance procedures. If no written answer is received within five (5) days, the demotion shall proceed.

2. An employee may request a voluntary demotion under the lines of progression, but shall be subject to a probation period as in Section E of this article. An employee who has previously completed a probationary period in the lower classification will not be required to serve a probationary period.

E. **Probation** - All new employees appointed to a position shall serve a probationary period of nine months, during which time they can be discharged without cause. Written notification of termination shall be provided to the employee. An employee may take any promotional examination while he/she is in either an original or promotional probationary period, except that an employee during the original probationary period shall not be selected over a bargaining unit employee who meets the minimum qualifications and achieves a passing score in the promotional examination process.

1. A promoted employee will be subject to a probation period of six months. However, the promoted employee has thirty (30) days to determine whether he or she wishes to continue in a promoted status. Within that thirty (30) day period he or she may elect to return to his or her former position without loss of seniority or benefits. The Executive Director may at any time before the expiration date of the probationary period as fixed above, reject for cause, any person promoted provided that the District shall forthwith report to the employee and the Union in writing each rejection on probation, stating the date the rejection becomes effective and the reason for this rejection. A person promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted.
2. If an employee has been laid off or demoted without fault on his or her part, and has completed his/her probationary period and is appointed to a position in the same classification or another classification in which he/she has previously served a probation period, he/she shall not be required to serve a second probationary period. If an employee is laid off or demoted without fault on his/her part during the probationary period, and is appointed to a position in the same classification from which he/she was laid off or demoted, the probationary period already served shall be carried over to the new appointment. Recall shall be in accordance with paragraph C, ARTICLE 12, LAYOFFS, BUMPING, RECALLS, SUSPENSIONS, DISCIPLINE AND RESIGNATIONS.

F. **Performance Evaluations** - At least once a year, each employee will receive a performance evaluation. This evaluation will be conducted by the employees' supervisor or supervisor(s) having direct knowledge of the employee's performance. The evaluation will be based upon the position or position(s) which the employee held during the year. The evaluation will consider the quantity and quality of the work

performed as compared to the job functions listed in the position description, the manner in which the work has been performed, attitude, enthusiasm, and willingness to progress. Other factors, as deemed appropriate for a particular assignment may be considered. The employee shall receive a copy of their performance evaluation and will confirm receipt of same by signing the evaluation. The employee's signature is required and represents acknowledgement of receipt only. The employee's signature does not mean agreement with the rating. The employee shall have the right to appeal the rating using the guidelines furnished in ARTICLE 30, GRIEVANCE PROCEDURE.

**G. Transfers**

Permanent Reassignment - The transfer of an employee from a position in one classification to another position in the same classification shall be called a permanent reassignment. Such transfers will be made by the Executive Director and shall be offered to the senior employee within the classification, in the established line of progression, having the appropriate certification and qualifications as required by the Minnesota Pollution Control Agency and/or the District. When any changes in qualifications of a job specification are developed, those permanent employees working for the District shall receive training to meet the new qualification requirements.

**H. Filling Temporary Vacancies**

1. Relief Operators are provided in Clean Water Production for filling all leave, scheduled or unscheduled, to the extent practical in the operator classification.
  - a. Relief Operator schedules will be made in advance as much as possible; however, schedule changes can be made with a minimum of forty eight (48) hours advance notice unless a shorter schedule change notice is voluntarily accepted.
  - b. Relief Operator schedules will be made to distribute classification assignments and shift assignments as equitably as practical.
  - c. In the event that a vacancy cannot be filled with a Relief Operator, or in areas with no Relief Operators, a temporary assignment may occur.
2. Temporary Assignments - Any assignment of an employee to fill a vacancy in a permanent position caused by a temporary absence of more than three (3) days by the regular employee because of sickness, vacation leave, or absence allowed under this agreement shall be called a temporary assignment. The temporary assignment may continue for as long as the incumbent is still absent temporarily and expected to return to employment. When the employee returns or it becomes known that the employee will not return, the temporary assignment will end.

- a. Employees must possess the necessary qualifications as established for the position in order to fill the temporary assignment.
  - b. All temporary assignments will be offered by seniority first to employees in the same classification, then by seniority to equivalent or lower classifications in the line of progression and if not filled, then it may be offered plant-wide at the option of the District. In the event no employee bids on the opening, the vacancy will be filled by rotating reverse seniority starting with the lowest classification in the same line of progression.
  - c. When a seniority bid causes a subsequent vacancy in the same classification, the initial bidder will not be allowed to rebid and likewise for each subsequent vacancy, previous bidders may not change their bid.
  - d. Acceptance of a temporary assignment constitutes a voluntary schedule change.
3. When the District determines that it needs additional employees in a particular classification, the same procedures will be used as in H.2.b. above, but the length of the temporary assignment will be limited to twelve months. If the need will exist beyond twelve months, the position will be filled by the normal procedures for filling regular vacancies. If the position is not filled on a permanent basis, another temporary assignment to this position may not be made for an additional twelve months.
- I. Any temporary assignment to a different classification shall not be considered a promotion; however, an employee temporarily assigned to a higher classification shall receive salary as if promoted. Employees temporarily reassigned for purpose of training or learning new positions shall receive the salary for such position only if they replace the incumbent in the classification for more than four (4) hours and are not under the direct supervision of the incumbent or other District training or supervisory personnel.
- J. **New Jobs** - The jobs in any newly created line of progression shall be first offered to the senior employees meeting the minimum qualifications. Minimum requirements will be subject to ARTICLE 13 - TRAINING AND EDUCATION.

## **ARTICLE 10 - OVERTIME**

### **OVERTIME HOURS**

Except as otherwise provided in this section, all hours worked in excess of the established work day of either eight (8) or ten (10) hours, or in excess of forty (40) hours for the week, shall be considered overtime. Overtime shall be computed to the nearest fifteen (15) minutes.



Hours worked includes regular paid hours, paid vacation, paid compensatory time, paid sick leave, paid holidays, paid floating holidays and paid personal leave.

When an employee is scheduled to work a double shift as part of a normal work week, the shift not normally scheduled shall be considered as overtime.

Permanent part time employees will be paid overtime for those hours worked in excess of the eight (8) or ten (10) hours as scheduled. For daily scheduled shifts which are less than eight (8) hours, overtime will only be paid for those hours that exceed eight (8) hours for the day. Overtime will be paid for all hours worked in excess of forty (40) hours for the week.

Payment of overtime and premium rates shall not be duplicated for the same hours worked, but the higher applicable rates shall be used.

### **OVERTIME RATES**

All overtime shall be compensated at the rate of time and one-half (1-1/2).

### **OVERTIME DISTRIBUTION**

#### **General Rule (except for Daily Multi-shift or Alternative Selection Agreements):**

An effort shall be made to distribute overtime opportunities as equally as possible among employees in the same classification and in the same work area who are capable of performing the work and who desire the overtime work. When practicable and if the supervisor knows that an overtime assignment is necessary, he/she will begin the overtime distribution process at least two (2) hours in advance of the overtime assignment.

Overtime opportunities shall be distributed by the process of seniority rotation. The term seniority rotation shall mean that the most senior employee shall be given first opportunity to choose to take an overtime opportunity. If refused, the overtime opportunity would be offered to the next senior employee until an employee accepts the opportunity or an employee is mandated to take the overtime. The next overtime opportunity which becomes available would be first offered to the employee next senior to the employee who accepted the overtime previously. In the case of mandated overtime, the overtime shall be assigned to the least senior employee. The next time it is necessary to assign mandatory overtime it shall be given to the employee directly more senior on a continual inverse rotation. An accumulative record of overtime opportunities worked and offered each employee shall be maintained and made available to the Union on a quarterly basis.

Overtime shall be offered in the following manner: First, overtime shall be offered to employees in the classification and work area where the work is needed by seniority rotation. If the overtime is not filled voluntarily, the overtime shall be offered to all capable employees in the work area by seniority rotation. If the overtime is not filled it shall be offered to capable employees in the line of progression by seniority; then to all capable employees in the bargaining unit by seniority.

**Daily Multi-Shift Employees:** Overtime distribution for Daily Multi-Shift employees shall be distributed in the following manner: First the overtime shall be offered to employees that are currently on duty in the classification in the specific work area by seniority. If the overtime is not accepted, it shall be offered to all capable employees in the specific work area by seniority. If the overtime is not accepted, it shall be offered to Relief Operators by seniority. If the overtime is not accepted, it shall then be offered to employees in the classification assigned to other work areas by seniority. If the overtime is not accepted, it then shall be offered to capable employees in the line of progression by seniority and finally, offered to all capable employees in the bargaining unit by seniority. Should the overtime be declined as stated above, the employee currently on this assignment/shift will be required to cover this overtime (mandatory overtime).

Overtime shall not be distributed by the process of seniority rotation.

**Alternative Selection:**

An alternative system of overtime selection may be used, as has been the practice within certain classifications, when agreed by the District (signed by the manager/supervisor and the Executive Director) and the Union (agreed to by the Union and signed by the Chair and Vice-Chair). Any alternative overtime agreements approved by both parties during the life of the contract will extend for the life of the contract. Any overtime under such systems will only be paid in accordance with a signed agreement.

**Exceptions:**

**Limit of Hours:** Employees shall not be required to work more than sixteen (16) hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

**Work in Progress:** The District may continue to assign the same employee without interruption and shall not be required to stop a work in progress. A "work in progress" shall not exceed two (2) overtime hours. If overtime work is still needed, the District shall initiate a callout. Any work in progress incidences will not be tracked for the purposes of seniority rotation.

**Overtime Associated with Specific Committees or Teams:**

Occasionally there will be overtime associated with a specific committee or team. These assignments for specific committees or teams will be offered by seniority to those in the work area/classification/ or specific work area required. Overtime in conjunction with the committee or team's activities will be offered to members of the committee or team by seniority.

**Plant-Wide Overtime:**

A plant wide overtime list, listing each employee by Seniority, may be utilized when other employees outside of the work area are needed and qualified to do the work. All the employees within the work area and Line of Progression where the overtime requirements exist will be offered the overtime before it is offered plant wide. A list of qualified,

interested and trained individuals may be maintained in a work team for potential plant wide overtime opportunities. As each requirement is identified, each employee will be contacted by Seniority rotation until the requirement is fulfilled or the list has been exhausted. If the employees on the plant wide overtime list refuse, then the overtime requirement will be filled from within the work area where the overtime requirement exists. Employees may submit a letter as provided in this article to the person maintaining the list in order to be excluded from being offered plant wide overtime.

Emergencies:

In emergencies, notwithstanding the terms of this Article, the District may assign someone to temporarily meet the emergency requirements.

**WAIVER**

Employees may request not to be offered any voluntary overtime by means of a written waiver submitted to the Supervisor. This letter will not be applied for mandatory overtime. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the Supervisor and shall enter the seniority list at the bottom of the rotation list.

**OVERTIME AFTER/PRIOR TO REGULAR SHIFT**

Employees required to work more than two (2) hours beyond their regular shift of eight (8) hours or more in any day shall, at the District's option, be provided, not later than four (4) hours beyond the normal work day, the opportunity to go for a meal on duty time (not to exceed one-half hour) or be furnished a meal at District expense at a cost not to exceed \$8.00; or receive one-half hour of extra pay at the overtime rate. The option to eat a meal or receive pay shall be the employee's. Employees who are ordered to report on emergency duty of three and one-half (3 & 1/2) hours or more prior to their regular shift and are required to continue working into their regular shift shall be provided the opportunity to eat a meal on duty time, which time shall not exceed one-half hour.

**CALL BACK/OFF-PREMISES ASSISTANCE**

An employee called back for work shall receive a minimum of four (4) hours pay at the overtime rate. It shall be considered a call back if the employee is not notified by the end of his/her shift (e.g., employee's scheduled shift ends at 3:00 p.m.; employee must be notified by 3:00 p.m.). Supervisors will make a good faith effort to notify employees of overtime before the employees begin their cleanup. In the event an employee is called back more than once during an eight (8) hour period, such employee shall not receive more than eight (8) hours pay at the overtime rate for such a period.

Assistance provided by an employee which does not involve the employee physically reporting to work will not be considered a call back as defined in the preceding paragraph. Assistance requested by the District and provided by an employee which does not require that they report to work will be compensated based on the actual time utilized as computed to the nearest fifteen (15) minutes, subject to a minimum of one (1) hour compensation. The

minimum shall only apply once during the one hour period regardless of the number of requests received within that hour.

#### **ARTICLE 11 - USE OF COMPENSATORY TIME OFF**

Overtime earned may be used by the employee in the form of pay at the rate of one and one-half (1 & 1/2) times or compensatory time off at the rate of one and one-half (1 & 1/2) times, up to a maximum of two hundred forty (240) hours banked. The employee may elect to use compensatory time off within departmental policy with approval of his/her supervisor.

An employee may use compensatory time banked during slack periods of operations (especially in the biosolids management program). The compensatory time bank is also available to be converted to pay by an employee at his or her option, or to be used as a contribution to a qualified deferred compensation plan.

#### **ARTICLE 12 - LAYOFFS, BUMPING, RECALLS, SUSPENSIONS, DISCIPLINE AND RESIGNATIONS**

##### **A. Work Assignments**

The employer may use employees during transition and work interruptions by assigning employees to other work assignments that do not replace incumbents.

##### **B. Layoffs**

1. When it becomes necessary, through lack of work or for other causes, which an employee is not at fault, to reduce the number of employees within a given classification, the following procedure shall apply:
  - a. All temporary and part-time employees within the classification and lower classifications within the same line of progression shall be laid off first and none shall be employed during the period of the layoff.
  - b. If additional layoffs are required, the least senior employee within the classification based upon seniority shall be the first laid off.
2. The Executive Director shall notify in writing the employee(s) to be laid off fifteen (15) working days prior to the actual lay off and shall promptly provide a copy to the Union.
3. When it is determined that two (2) or more persons in the classification in which a lay-off or reduction is to be made have equal seniority, the lay-off or reduction in such tie cases shall be determined by the average of the three (3) last and most recent Employee Performance Evaluation ratings, or, in the case of employees

with less than three (3) such ratings, by such ratings or average of such ratings as such employees have received.

**C. Bumping**

1. When an employee is laid off in a classification, he/she shall be permitted to exercise his/her seniority rights to bump (replace an employee in an equivalent or lower position) in the following order:
  - a. The employee shall be offered the opportunity to fill a vacant position in the next lower classification in the same line of progression if the employee meets the minimum qualifications.
  - b. If no such vacancy exists, the employee may elect to:
    - i. Bump the employee with the least seniority in an equivalent or lower classification within the line of progression if the laid off employee meets the minimum qualifications. In lines of progression where Relief Operators are assigned, a shift operator may bump a Relief Operator and vice versa, based on seniority.
    - ii. Bump the employee with the least Seniority in a classification formerly held in another line of progression or a lower classification within that line of progression if the laid off employee meets the minimum qualifications. An employee will retain bumping rights in a classification formerly held in another line of progression even if that classification has been upgraded to a higher pay grade if they meet the minimum qualifications. If the employee does not meet the minimum qualifications, the employee will be given a (6) six-month period of time to meet the minimum qualifications and the District agrees to make a reasonable accommodation to assist the employee in obtaining such qualifications.
  - c. If the preceding cannot be followed, a laid off employee may bump the employee with the least Seniority in an entry level classification in another line of progression provided he/she meets the minimum qualifications and testing requirements.
2. None of the above shall limit the employee's right to retain employment if a lower classification is available for which the employee meets the minimum qualifications. The Executive Director shall appoint an employee who is about to be or who has been laid off to an existing vacancy in an equivalent or lower classification in another line of progression, provided the employee meets the minimum qualifications and no employees within the line of progression are found qualified for promotion to the vacant position.

3. Any person reduced under the provisions of this section shall retain seniority in the higher classification as if he/she had not been reduced.
4. An employee who does not exercise his/her bumping rights shall be placed on the re-employment list.

**D. Recall**

1. Recall shall be accomplished in the inverse order of layoff. Employees shall retain indefinite reinstatement rights to the original classification from which he/she has been demoted to another position. An employee actually laid-off (out of employment) shall have re-employment rights to return to District employment for two (2) years from the date of lay-off.
2. An employee shall be sent a notice of recall for re-employment by certified mail and shall be allowed fourteen (14) calendar days from the date of mailing of such notice to respond. Failure to respond within such period shall cause such employee to forfeit all re-employment rights.
3. The Executive Director may remove an employee's name from the re-employment list if:
  - a. The employee indicates he/she is no longer interested in said position.
  - b. The employee fails to respond to a request to indicate interest in remaining on the re-employment list without giving a satisfactory reason; or
  - c. The employee refuses to accept appointment for such position without giving a satisfactory reason.
4. The re-employment list shall take precedence over the employment and promotional lists in the filling of vacant positions.

**E. Suspensions**

The Executive Director may for disciplinary reason suspend without pay any employee in the appropriate organization unit from the performance of his or her duties for one of more periods aggregating not more than thirty (30) days in a calendar year on account of inefficiency, incompetence, misconduct, negligence, insubordination, disloyalty or other sufficient cause.

1. The suspended employee may petition to the District Board to review such suspension or otherwise follow normal grievance channels.
2. In case the Executive Director suspends any employee, the Director shall forthwith give written notice to the suspended employee stating the reason for the

suspension and the duration thereof, and shall promptly personally deliver such written notice to the employee or mail it to his or her, such last known address. The Director shall also forthwith send to the Union a copy of such notice sent to the employee.

#### **F. Discipline**

For employees who have successfully completed the probationary period, the District will discipline for just cause only. Discipline shall be in the form of:

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension without pay;
4. Demotion;
5. Discharge.

The parties recognize the principles of progressive discipline, but acknowledge and agree that the appropriate level of discipline in each case depends on the circumstances.

Discipline will be in written form and shall be read and acknowledged by signature of the employee. The employee's signature is an acknowledgment of receipt of the discipline and does not constitute admission of guilt and does not prevent the grievance from being submitted to the grievance procedure.

#### **G. Written Charges**

The Executive Director may file written charges in duplicate for the removal of any employee stating the date upon which the dismissal will be effective. The Executive Director may suspend without pay the employee against whom charges are filed, until such time as the removal becomes final, as stated in the charges.

1. Any charges filed against any employee shall state specifically the cause or causes enumerated in this article or other cause considered sufficient to constitute grounds for removal, and in addition, the specific act or acts of the employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the service" be considered reason for removal. Upon filing any charges, the Executive Director shall mail one copy to the Union; one copy by certified mail to the last known address of the employee against whom the charges are brought, and/or personally deliver one copy to the employee. Such notice shall also advise the employee that he/she may, within thirty (30) days from the date on which such notice is mailed, appeal to a panel of the Board, in writing, for an opportunity to be heard in his/her own behalf.

2. At the request of the employee, a panel of the Board appointed by it, shall within ten (10) days if practicable, and in any case within thirty (30) days, conduct a hearing on the charges and the action of the Executive Director.
3. Within fifteen (15) calendar days after the completion of the hearing the panel shall approve, disapprove, or modify, as prescribed by law, the Executive Director's action. If unacceptable to the employee, he/she may proceed directly to arbitration as provided for in the grievance procedure.

#### **H. Resignations**

Any employee who wishes to resign in good standing shall give the Executive Director two (2) weeks advance written notice thereof unless the Executive Director consents to his/her leaving on shorter notice.

1. If any employee resigns without giving the required notice, the Executive Director shall enter the fact in the employee's personnel file, and such failure to give the required notice may be considered sufficient reasons for rejecting any future application from him/her to enter tests.
2. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Executive Director, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the Executive Director, have his/her name placed on the re-employment list for the classification.
3. Any employee who is absent from duty for two (2) consecutive work days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the Executive Director of his/her readiness to resume his/her duties within three (3) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the employee.

#### **ARTICLE 13 - TRAINING AND EDUCATION**

- A. The District and the Union agree that an ongoing program of training and education is necessary to the proper operation of the WLSSD. Such a program shall consist of both on the job and off the job training opportunities. The District agrees that it will make available such opportunities to the employees and will pay employee tuition and other out-of-pocket expenses for such training opportunities provided they are approved by the Executive Director prior to commencement of any such training or educational activities.



1. The District and Union agree that employees will participate in such training programs to the extent reasonably consistent with the opportunities so provided. Procedures for such participation will be developed by the District and reviewed with the Union.
2. Employees shall be required to attend mandatory training as directed by the Executive Director. Employees will receive reimbursement for such expenses as defined above, and shall be paid overtime in accordance with ARTICLE 10, if such training requires them to work beyond the normal work day or work week. Straight time pay will be given for non-mandatory training beyond the normal work day or work week. The District may from time to time offer training opportunities for employees to attend on their own time. Employees who attend voluntarily will not receive pay for such attendance.

#### **ARTICLE 14 - TOOLS**

All employees where required by the District to maintain proper hand tools shall be furnished those tools by the District. The District shall furnish the larger tools and tools of a special nature on a checkout system from the District parts room. The employees will be responsible for those tools assigned to them on a tool inventory sheet to be signed by the employee. Tools that are broken by misuse or lost shall be replaced by the employee through payroll deduction at the purchase price as stated on the tool inventory sheet. Tools that are broken or worn out by job related activities shall be replaced by the District, upon the District receiving the worn or broken tool from the employee. The District may inventory the furnished tools.

#### **ARTICLE 15 - UNIFORMS**

- A. The employer shall provide five (5) sets of uniforms and two (2) sets of coveralls to employees in the Laboratory and Operating Services work areas. The employer may, at its discretion, provide additional uniform sets and coveralls as needed in any work area.
- B. In addition, the District shall provide one winter jacket per employee required to work outside for substantial periods of time, plus winter coveralls as determined by the supervisor.

#### **ARTICLE 16 - SHIFT DIFFERENTIAL**

- A. For hours worked on the afternoon shifts there shall be paid a shift differential of \$.70 per hour and for hours worked on the midnight shifts there shall be paid a shift differential \$1.00 per hour.
- B. For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the workday shall be considered as worked on the shift on which he/she is regularly scheduled to start work, except:

1. An employee regularly scheduled for the day shift who completes his/her regular eight-hour (8) or ten (10) hour shift and continues to work into the afternoon shift in excess of four (4) hours shall be paid the afternoon shift differential for all hours worked beyond the regular day shift.
  2. An employee called back to work during the afternoon or night shift shall be paid the applicable shift differential for all paid hours of the call-out.
- C. Shifts shall be identified in accordance with the following:
1. Day shift includes all shifts regularly scheduled to commence between 5:00 a.m. and 12:59 p.m. inclusive.
  2. Afternoon shift includes all shifts regularly scheduled to commence between 1:00 p.m. and 8:59 p.m. inclusive.
  3. Night shift includes all shifts regularly scheduled to commence between 9:00 p.m. and 4:59 a.m. inclusive.
- D. Shift differential shall be added to the base wage for computing overtime.
- E. Employees shall be paid all shift differential in the pay period in which it is earned when the employee takes compensatory time in lieu of cash for overtime.

#### **ARTICLE 17 - HOLIDAYS**

- A. Except as otherwise provided herein, permanent full time employees shall receive one (1) work day off per year with pay for each of the legal holidays of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving Day, and Christmas Day, and two (2) work days (sixteen (16) hours) per year of personal leave with pay, one of which, if not used may be carried over as of December 31 into the next year as vacation, and in addition, shall receive one (1) floating holiday per year; scheduled twenty one (21) days in advance or less if approved by the employees supervisor. Employees hired for less than a full year will receive pro-rated personal leave as follows: Employees hired prior to July 1 will be eligible for the full amount of personal leave, and employees hired on July 1 or later will be eligible for one half (1/2) the amount.
- B. Any permanent part-time employee must work a minimum of eighty (80) hours during a calendar month to qualify for any holiday occurring during such month. Holiday time or pay to be so allowed shall be calculated by pro-rating the number of hours worked during any such calendar month with the number of hours that such permanent part-time employee would have worked during such calendar month if the employee had then been employed full time.

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- C. To be eligible for holiday pay an employee must have worked the employee's last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on approved paid vacation or approved paid absence as provided by this agreement shall be considered to have worked their scheduled work day before and/or after the holiday.
- D. Employees whose normal work week is Monday through Friday shall receive time off for the above described holidays on the date of such holidays. If such a holiday shall fall on a Saturday, the previous Friday shall be considered a holiday and if such holiday shall fall on a Sunday, the following Monday shall be considered a holiday. If such employee is required to work such a holiday, such employee shall, in lieu of receiving time off on such holiday and in addition to his/her regular pay for such holiday, be compensated at the rate of one and one-half (1 & 1/2) times his/her current basic hourly rate for each hour worked on such holiday or receive one and one-half (1 & 1/2) hours off for each hour worked on such holiday, whichever is approved by the employee's department head.
- E. An employee whose normal work week regularly includes Saturday and Sundays shall, for those work weeks which include New Year's Day, President's Day, Labor Day, the day following Thanksgiving Day, or Veteran's Day, in lieu of receiving time off on such holiday and in addition to his/her regular pay for such holiday, either receive compensation at a rate of one and one-half (1 & 1/2) times his/her current basic hourly rate for each hour worked on such holiday or receive one and one-half (1 & 1/2) hours off for each hour worked on such holiday, whichever is approved by the employee's department head. With regard to Christmas Day, Memorial Day, Independence Day, and Thanksgiving Day holiday, an employee will receive eight (8) hours in pay or comp time at the employee's option for holidays worked, plus pay at the rate of one and one-half (1 & 1/2) times the basic hourly rate for all hours worked. If a holiday falls on such an employee's normal day off and the employee does not actually work on such holiday, he/she shall receive either another day off on a date approved by his/her department head or additional day's pay at his/her regular rate, whichever is determined by his/her department head.
- F. The minimum call-out time on a holiday will be four (4) hours. Any hours worked over eight (8) hours on a holiday shall be paid at two and one half (2 & 1/2) times the basic hourly rate of pay.
- G. Employees who receive overtime pay for time worked on a holiday shall not also receive holiday premium pay for such time worked. Employees not employed for a full calendar year shall be granted holiday benefits for the number of legal holidays occurring during the period of their employment.

#### **ARTICLE 18 - PAY PERIODS**

Pay periods shall run for two (2) weeks from Sunday through the second Saturday following. All employees shall be paid not later than the Thursday following the close of

the pay period. If such date falls on a holiday, the Employer agrees to distribute the checks on the first working day prior to the holiday.

#### **ARTICLE 19 - REST PERIOD**

The District provides two options for breaks during an eight (8) or ten (10) hour shift. Option one includes a thirty (30) minute unpaid lunch and two (2) fifteen (15) minute paid breaks; one taken during the first half of the shift and the second taken during the second half of the shift. Option two includes two (2) paid breaks; one (1) twenty (20) minute break for lunch and one (1) coffee break, or rest period, of fifteen (15) minutes. The breaks will be given at such time as is established by the appropriate department head. Each department will continue to follow the break schedule agreed upon in the 2002 Return to Work Agreement unless an alternative option is agreed to by both the Union and the District.

#### **ARTICLE 20 - MEDICAL/DENTAL INSURANCE**

- A. VEBA Plan - The District will offer a VEBA 831 group health insurance plan effective January 1, 2012. All plan provisions are governed by the Summary Plan Description (SPD).

The District agrees to contribute on behalf of eligible employees eighty-five percent (85%) of the single monthly premium or eighty-five percent (85%) of the family monthly premium for the VEBA 831 plan. The employee shall pay the remaining fifteen percent (15%) of the monthly premium for the coverage selected by the employee.

In addition, the District shall contribute to the VEBA account of each eligible employee, according to the following schedule:

<u>Commencing Year</u>	<u>Single</u>	<u>Family</u>
2012	\$1350	\$3000
2013	\$1350	\$3000
2014	\$1350	\$3000

The District's annual account contribution shall be increased by the amount of any increase in the deductible.

The District's annual contribution to the VEBA accounts will be made by January 5 of the plan year for all WLSSD eligible employees. For employees who first become eligible for insurance after the beginning of the calendar year, VEBA account contributions will be pro-rated during the first calendar year of eligibility.

- B. A joint Union/Management medical insurance committee consisting of three (3) labor and three (3) management representatives will work together to identify opportunities for medical insurance premium savings. This committee will continue to review options and will make recommendations to both parties on an approach or approaches to take for long-term medical insurance premium savings.

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- C. The District agrees to pay up to three (3) months additional hospital/medical insurance contribution for employees who are to be laid-off; and six (6) months additional contribution for employees on Worker's Compensation.

**D. Dental Insurance**

1. The District shall contribute ninety percent (90%) of the individual employee monthly premium, or ninety percent (90%) of the dependent coverage monthly premium for dental insurance coverage. The employee shall pay ten percent (10%) of the premium, which shall be paid through payroll deduction, but in no event shall the employee contribution exceed \$5.00 per month for single or \$10.00 per month for dependent coverage through 2014. Benefit levels shall be determined by the District after discussion with the Union; for 2012, 2013 and 2014, the benefits available will be the same as in 2011.

**E. Effective Dates**

1. Employees shall become eligible for such coverage on the first day of the month following completion of one (1) month of service in a permanent position.
2. District premium contribution for group insurance coverage terminates on the last day of the month in which an employee ceases active work or exhausts his/her accrued sick leave time, whichever is later, except as modified by Section C, above.

- F. **Pro-Rated Benefits** - Permanent part time employees shall receive District contributions on a pro-rated basis. Contributions will be pro-rated on a monthly basis based upon the hours worked during the previous month as compared to full time employees.

- G. The District agrees to offer a "Section 125" for District employees.

**ARTICLE 21 - HOSPITAL/MEDICAL INSURANCE RETIRED EMPLOYEES**

- A. All full time employees with a minimum of ten (10) years of continuous service shall, upon voluntary retirement under PERA, be entitled to hospital/medical insurance covering active employees of the District per the collective bargaining agreement, or to buy insurance of their choice on the active market, subject to the following:
1. The maximum number of sick leave days which a retiree may carry into retirement is one hundred twenty (120) days.
  2. An eligible employee upon voluntary retirement under PERA shall have the maximum allowable amount of the employee's sick leave fund under this Article paid into a Post-Employment Health Care Savings Plan Account administered by

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Minnesota State Retirement System (MSRS) to be administered and paid out in accordance with the provisions of the MSRS plan.

**ARTICLE 22 - RETIREMENT & PENSION**

- A. When an employee leaves District employment, he/she shall be paid in full during the pay period covering the last day actually worked, plus the value of accumulated vacation time, time off due for holidays which fell on his/her days off, and unused compensatory time off earned prior to the termination of his/her employment, such value to be calculated based on his/her basic hourly rate at the time of his/her termination.
- B. All permanent employees covered under this agreement shall come under the provisions of the Minnesota Public Employees' Retirement Association.

**ARTICLE 23 - WORKER'S COMPENSATION**

- A. An employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the District during such absence equal to the difference between the amount received by the employee under the Worker's Compensation Act and the net amount the employee would have received if he/she was regularly employed, subject to the following:
  - 1. For each day of absence the employee may elect to use available sick leave, accumulated vacation time or accumulated compensatory time off to cover the portion of the employee's full net salary not covered by workers compensation. If the employee elects not to use available leave or when the employee's available leave has been exhausted, he or she shall continue to receive benefits covered by workers compensation, but will not receive any salary from the District while absent from work.
  - 2. If the Worker's Compensation laws change to require a payment of less than 2/3rds of gross salary, District employees will receive at least 2/3rds of gross salary.

**ARTICLE 24 - LIFE INSURANCE & DISABILITY INSURANCE**

- A. The District shall pay the full cost of \$25,000 of group term life insurance for each eligible employee. All employees shall receive such life insurance coverage on the first day of the calendar month following completion of six (6) months service.
- B. Such insurance terminates on the last day of the month in which an employee retires. Employees are responsible to contact the District administrative offices a least one (1) month prior to retirement to verify any insurance benefits due after termination. All employees may purchase additional life insurance, at their own expense, within the limits established by the existing insurance carrier.

- C. The District agrees to provide a long term disability insurance plan for all permanent employees beginning the first day of the month following completion of six (6) months of service.
- D. The plan shall be subject to the restrictions of the insurance carrier, but shall include:
  - 1. Sixty percent (60%) (Including Social Security, Worker's Compensation, PERA, or other related payments) of an employee's monthly earnings, not to exceed a benefit amount of two thousand dollars \$2,000 per month.
  - 2. A qualifying period of three (3) consecutive months of disability.
  - 3. Age limitations as set by the insurance carrier.

#### **ARTICLE 25 - SAFETY**

- A. The District agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The District shall furnish and maintain rubber gloves, hip boots, rain gear, hard hats, protective shields, safety appliances, special tools required for safety, and scaffolding, and train the employees using such equipment in the proper use of same. The District reserves that right to determine what departments and personnel should receive the above listed equipment. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them by the District and comply with the safety, sanitary, and fire regulations issued by the District.
- B. The Executive Director and Operations Committee of the District shall review all grievance proceedings arising out of an alleged violation of the terms of this article. A safety training program shall be part of the District training program outlined in ARTICLE 13.
- C. The District shall provide one hundred percent (100%) of the cost, up to one hundred twenty dollars (\$120.00) for one (1) pair of approved safety shoes or boots as required, and winter boots at the same level with the supervisor's approval. At the employee's request the employer shall pay up to two hundred forty dollars (\$240.00) to cover a two (2) year period for either safety shoes or boots, and winter boots. The employee's supervisor will determine, by inspection, footwear which has been damaged on the job and will authorize the purchase of replacement safety shoes or boots of an equivalent quality at no cost to the employee.
- D. Hard hats must be worn by any employee covered under this agreement when working in or entering into any District owned operational facility, designated as a hard hat area.
- E. Safety glasses or goggles as provided by the District, excluding the cost of the eye examination and refraction (prescription) must be worn by any employee covered under

this agreement when working in or entering into any District owned operation facility, designated as a safety glass or goggle area. The employee's supervisor will determine, by inspection, safety glasses which have been damaged on the job and will authorize the purchase of replacement safety glasses of an equivalent quality at no cost to the employee.

#### **ARTICLE 26 – SENIORITY**

- A. For the purposes of this agreement, seniority shall be determined by the employee's original hire date from which he/she has been continuously employed with the District.
- B. Subject to the District's right to schedule overtime and determine the times at which vacations may be taken, vacation selections shall be made for each classification in the following manner:
  - 1. Vacation requests received between January 1 and March 1 of each year, are subject to seniority selection methods. Prior to March 1, vacation will have precedence over compensatory time off for vacation scheduling. For the period January 1 to March 1 of each year, vacation requests will be submitted thirty (30) days prior to the date of the vacation requested. On March 1, and thereafter, vacation requests will be accepted on a first come, first serve basis.
- C. The District and Union agree with the principle that seniority shall be a factor in making assignments.
- D. The District agrees to furnish the Union with up-to-date lists every twelve (12) months showing the present seniority of each employee and to post a copy of such lists on department bulletin boards.

#### **ARTICLE 27 - VACATIONS**

- A. Except as hereinafter provided in this article, any permanent employee who has completed less than five (5) continuous full years of service shall be credited with 3.08 hours of vacation for the first full pay period of service as an employee and each additional pay period of service. Effective the first full pay period following the completion of five (5) continuous full years of service such employee shall be credited with 4.62 hours of vacation for each full pay period of service. Effective the first full pay period following the completion of nine (9) continuous full years of service such employee shall be credited with 6.17 hours of vacation for each pay period. Effective the first full pay period following the completion of fourteen (14) continuous full years of service such employee shall be credited with 7.72 hours of vacation for each full pay period of service. Vacation time allowed under this section shall be at full pay. Each pay period at less than full pay will result in a proportionate loss of vacation. The following schedule applies (reference purposes):



0-4 years	2 weeks
5-8 years	3 weeks
9-13 year	4 weeks
14+	5 weeks

- B. During any calendar year there shall be no limitation to the amount of vacation time that may be accumulated, provided that as of the end of the payroll year, an employee may not have an accumulation of vacation in excess of one and one half (1 1/2) times the employee's annual accrual rate. An employee will be allowed to utilize all accumulated vacation time immediately preceding their retirement date. No other accumulation of vacation time shall be allowed unless approved by the Executive Director and under the following circumstances:
1. An employee who, at the request or for the convenience of the District, has been unable to take his/her vacation, shall be allowed to accumulate or carry over such unused vacation time upon approval of the Executive Director.
  2. An employee who desires to carry over vacation time for personal reasons alone shall, upon approval of the Executive Director be allowed to carry over or accumulate such vacation time up to as many working days as such employee normally works in one (1) calendar week.
  3. Only that time spent as a permanent employee shall be considered in the calculation of vacation time or eligibility for accelerated vacation. Time spent on sick leave or accumulated sick leave shall not be deducted in computing the extent of an employee's vacation.
  4. Any vacation taken shall be taken at such time or times as the Executive Director may designate. Vacation selection methods are outlined in ARTICLE 26 - SENIORITY, paragraph B.
  5. Any permanent part time employee will accrue vacation time beginning with the first full pay period calculated by pro-rating the number of hours worked during any pay period with the number of hours that such permanent part time employee would have worked during such pay period if he/she had then been employed full time.
  6. In the event of death of any employee, any vacation time accumulated to the credit of such deceased employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

## ARTICLE 28 - SICK LEAVE

### **A. Sick Leave Availability**

1. Employees covered by this agreement shall have sick leave available based upon the following schedule:

	<u>Months of Service</u>	<u>Maximum Available</u>
a.	0-6 months	1 week
b.	7-12 months	6 weeks
c.	13-18 months	8 weeks
d.	19-24 months	12 weeks
e.	more than 24 months	20 weeks

2. Permanent part-time employees shall have sick leave available based upon the above schedule prorated for the actual hours worked during the previous quarter.
3. An employee who exhausts his/her sick leave shall be placed in a status of unpaid disability leave, not to exceed one (1) year or until the employee qualifies for long-term disability protection, whichever occurs first, but in no case will the disability leave exceed one (1) year.

### **B. Sick Leave Usage**

Employees with available sick leave shall be allowed to use up to the maximum available for each separate incident of personal illness or injury, as in B.1. Limited sick leave will also be available as described below.

1. Personal Illness or Injury

Any employee who has contracted and is suffering from a sickness or injury (non-work related) which renders them unable to perform the duties of their position, including a period of enforced quarantine or as restricted by a physician due to exposure to a contagious disease shall be eligible for paid sick leave according to the above schedule. An employee may use personal sick leave benefits as provided above for absences due to an illness or injury to the employee's child or stepchild for such reasonable periods as the employee's attendance with the child may be necessary. After the fourth incident of personal illness, injury, or attendance upon the employee's children sick leave usage in a calendar year, the first day of each subsequent usage will be unpaid. (This does not apply to the use of sick leave under B. 4 and B.6). The Executive Director may allow for payment of the first day after the fourth incident upon presentation of a statement of an attending physician. If an employee is absent in excess of three (3) working days, the Executive Director will require documentation by an attending physician to justify such absence; failure to provide such documentation shall preclude such employee from being allowed such time off as paid.

2. Family/Critical

Employees shall be eligible for use of sick leave, to a maximum of (3) three days, to attend a member of the immediate family (spouse, parents or step parents, mother or father of the employee's spouse, brother, sister, grandchildren, grandparents, brother-in-law, sister-in-law) who is critically ill and where the presence of the employee is necessary. Time off in excess may be granted by the Executive Director and will require a written statement from a physician that such attendance is necessary.

3. Family Attendance/Non-critical

Employees are eligible to use sick leave, up to eight (8) hours per year, to attend to a member of the immediate family (spouse, parents or step parents, mother or father of the employee's spouse, brother, sister, grandchildren, grandparents, brother-in-law, sister-in-law). Such sick leave usage is allowed when the family member is ill or injured and the presence of the employee is deemed necessary. Such usage must be documented by a physician on a form developed by the District. The usage may be used in time blocks of two (2) hours or more. Employees will be required to request this leave in the same manner as any other non-scheduled sick leave.

4. Medical Appointments

Paid sick leave can be used up to ten (10) hours per year for medical, optical, or dental appointments when such appointment cannot be scheduled other than during work hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to schedule such exam or treatment for off-duty hours, or for emergency work, as determined by the supervisor.

5. Sick Leave on Vacation

Sick leave on vacation shall normally not be paid during a regularly scheduled vacation unless the employee is under the care of a physician for an unexpected injury or illness (or exposure to a contagious disease and confined under doctor's orders) and the employee furnishes a statement from the attending physician stating the actual number of days of confinement or hospitalization.

6. Funeral Leave

An employee may use sick leave, to allow for a maximum of three (3) consecutive work days for the employee's child or stepchild and members of the immediate family as defined in B.2. above, none of which will be counted against the sick leave usage for wellness credit in section E. of this article. Absence for funerals for other family members may be allowed, up to one (1) day, at the discretion of the employee's supervisor.

**C. Documentation and Abuse**

1. The District and the Union recognize that the paid sick leave is a benefit which is provided to allow for fully paid time off when an employee is ill or injured and

cannot work, or for attendance upon a child due to illness or injury. After each use of sick leave employees will be required to substantiate their usage on a form developed by the District.

2. If the employee's use of paid sick leave appears to be unjustified, the Executive Director may direct such employee, for any subsequent absence by such employee claimed to be allowable as sick leave to furnish written explanation by a physician such as to justify such subsequent absence on sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave, but such employee may appeal such directive to the District Board. The employee shall be responsible to ensure that the physician provides adequate information on all statements such that the District can determine if the use of paid sick leave is legitimate.

**D. Accumulation**

1. The sick leave established by this agreement shall neither be considered to be banked nor accrue from year to year.

Sick leave which an employee had accumulated under the previous system shall be placed in a sick leave bank in an amount equal to the accumulated amount as of December 31, 1983, to a maximum of one hundred twenty (120) days (nine hundred sixty (960) hours) for the purposes of establishing an Employee Insurance Fund for use upon retirement (ARTICLE 21). Employees who have less than sixty (60) days, four hundred eighty (480) hours, banked as of 12/31/83 shall be guaranteed at least four hundred eighty (480) hours to be banked to establish an Employee Insurance fund and any employee who has worked for the WLSSD more than ten (10) years (prior to 1/1/84) shall be guaranteed nine hundred sixty (960) hours in the bank.

**E. Wellness Credit**

Each employee who has used sixteen (16) hours or less of sick leave as of the end of the payroll year shall have thirty six (36) hours in vacation or cash added to their account as of January 1; employees who have used seventeen-twenty four (17-24) hours of sick leave shall receive twenty four (24) hours of extra pay or vacation; and employees who have used twenty five-thirty two (25-32) hours shall have twelve (12) hours extra pay.

**F. Worker's Compensation**

No employee unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job which is subject to the provisions of the Worker's Compensation laws of the state.

**G. Long-term Disability**

Employees who suffer an injury or illness which qualifies them for long-term disability coverage as defined in ARTICLE 24 shall be placed on long-term disability and in a status of unpaid disability leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the Executive Director a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the District. Employees who exhaust their sick leave and are not qualified for long-term disability, shall be placed in a status of unpaid disability leave until such time as they can qualify for long-term disability or one (1) year whichever occurs first.

**H. Temporary Disability**

1. Any employee who will be temporarily disabled (off-the-job) for a period in excess of ten (10) working days may be offered an assignment at such employee's present rate of pay and normal work hours by the District in his/her present or lower classification the duties of which the employee is able to perform. Such temporary assignment shall not result in lay-offs or reductions in the normal work week of employees in the area to which the assignment is made.
2. If the District is not able to provide the employee such assignment, the employee may continue to remain on sick leave. If such assignment is refused by the employee, and justification for the refusal is not provided by the employee's physician, said sick leave benefits will be denied. Recognizing the varieties of illness and injuries and the employee's ability to do the assigned work, each case will be evaluated on a case-by-case basis, by consulting with the physician and the District medical representative to assist in making the determination. The District reserves the right to review the assignment at least after every twenty (20) working days and to reassign the employee to his/her regular duties or extend the period of assignment.

**ARTICLE 29 - JURY DUTY & MILITARY LEAVE**

- A. **Jury Duty** - Employees shall receive a leave of absence with pay for any required appearance for jury duty; provided, however, that if an employee is released from such duty prior to the expiration of his/her normal work day, he/she shall immediately return to his/her job and continue his/her duties as an employee. Employees shall reimburse the District for any pay received for serving on a jury, while on a leave of absence. An employee assigned to work a shift other than the day shift on the days called to jury duty shall be transferred to the day shift. An employee must give ten (10) days notice to receive a transfer.
- B. **Military Leave** - Those employees who are required to attend military encampments for a period of two (2) weeks, shall be considered to be on a paid leave of absence. Employees must present to the Director a copy of their official orders and certification

of their attendance at such military encampment. Employees shall be permitted to absent themselves for not more than fifteen (15) calendar days each calendar year under this provision. This provision shall not apply to employees who volunteer or are inducted into the service for training in excess of fifteen (15) calendar days.

### **ARTICLE 30 - GRIEVANCE PROCEDURE**

- A. An employee or group of employees with a grievance shall within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance present such grievance through the Union in writing to the grievants' supervisor, in the absence of such supervisor, to his/her authorized representative.
- B. The supervisor or his/her authorized representative shall present the District's position in writing to the employee(s) and the Union within ten (10) calendar days after receipt of such grievance. Grievances not resolved within the department must be presented by the employee(s) through the Union in writing to the Director of Organizational Development within ten (10) days. The Director of Organizational Development (or authorized representative) will have ten (10) days in which to try to resolve the grievance in conjunction with the grievant, Union representatives, and other appropriate persons. If not solved to the satisfaction of the grievant the grievance will be submitted immediately to the Executive Director for a meeting to attempt to resolve the dispute. The Executive Director shall reply in writing to the aggrieved employee(s) and the Union within ten (10) calendar days. The resolution of grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the employee(s), the Union and the District.
- C. If the grievance is not settled in accordance with the foregoing procedure, the Union may, within ten (10) calendar days after receipt of the reply of the Executive Director, submit the grievance to arbitration by serving notice in writing of such submittal upon the Executive Director. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the parties requesting that he/she set a time and place for a hearing on the grievance, subject to the availability of the parties.

- |  |                      |
|--|----------------------|
| 1. Time to file                                      | twenty one (21) days |
| 2. Supervisor Reply                                  | ten (10) days        |
| 3. Union to Director of Organizational Development   | ten (10) days        |
| 4. Director of Organizational Development resolution | ten (10) days        |
| 5. Executive Director to Union                       | ten (10) days        |
| 6. Union to Director for Arbitration                 | ten (10) days        |
| 7. Agree on Arbitrator                               | ten (10) days        |

**AGREEMENT BETWEEN the  
WESTERN LAKE SUPERIOR SANITARY DISTRICT and LOCAL 66 of A.F.S.C. & M.E. Council 5**

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Prior to requesting arbitration the parties may, by mutual agreement, enter into grievance mediation with the BMS.

- D. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him/her. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented.
- E. The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated, Section 179. A.21 Subd. 3 relating to the scope of such order.
- F. The fee and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be equally shared.
- G. 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 District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee(s) or Grievance committee 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 parties involved in each step.
- H. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved. Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

**ARTICLE 31 - EMPLOYEE FUND**

The District and Union agree to establish an employee fund administered by the Executive Director to receive proceeds of vending services, coffee fund receipts, etc. Disbursement

**AGREEMENT BETWEEN the  
WESTERN LAKE SUPERIOR SANITARY DISTRICT and LOCAL 66 of A.F.S.C. & M.E. Council 5**

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will be made by the Director with the recommendation of the Local 66 WLSSD unit chairperson.

**ARTICLE 32 - COMPLETE AGREEMENT & WAIVER OF BARGAINING**

- A. The parties acknowledge that the provisions contained in this agreement constitute the entire agreement between the parties, and that the provisions of this agreement are not subject to renegotiation, except with the mutual consent of the parties.
- B. After ratification by both parties; department supervisors, lead workers, and the Union shall review contract language to provide better understanding of the intent of the contract.

**ARTICLE 33 - DURATION OF AGREEMENT**

This agreement shall be effective January 1, 2012, and continue until December 31, 2014, inclusive, and from year to year thereafter unless either party, at least sixty (60) days prior to December 31, 2014, notifies the other party in writing of its intent to open the contract for modifications. If either party does not timely notify the other party of its intention to open the contract for modification, the Agreement shall continue in full force and effect not to exceed one year.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the day and the year first above written.

**WESTERN LAKE SUPERIOR  
SANITARY DISTRICT**

By: David Manderfeld  
David Manderfeld, Chair of the Board

By: Marianne B. Bohren  
Marianne B. Bohren, Executive Director

By: Steven C. Fecker  
Steven C. Fecker, Labor Negotiator

**CITY & COUNTY PUBLIC SERVICE  
UNION OF THE AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
REPRESENTED BY MINNESOTA  
ARROWHEAD DISTRICT COUNCIL 5**

By: [Signature]  
Field Director, AFSCME Council 5

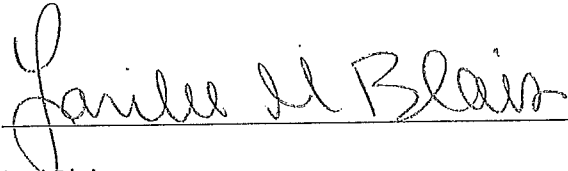
By: [Signature]  
President, Local 66

By: [Signature]  
Business Representative

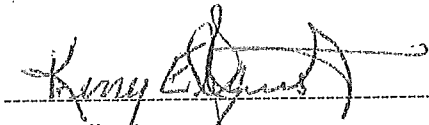


December 20, 2011

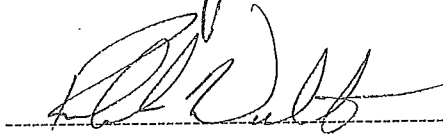
By our signatures below, we acknowledge that a complete review of the collective agreement has been completed and is an accurate reflection of our agreement with WLSSD.



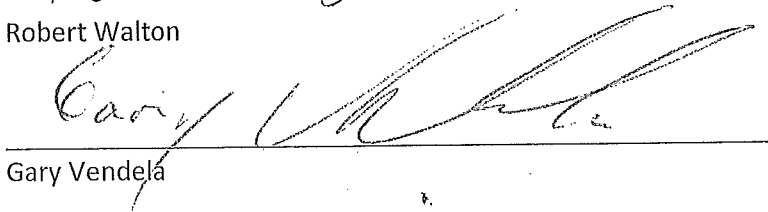
Lori Blais



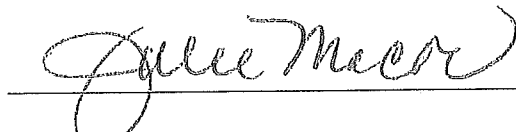
Kerry Ellquist



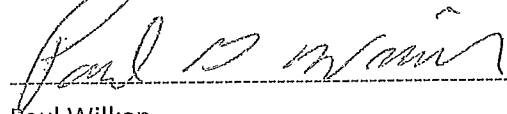
Robert Walton



Gary Vendela



Julie Macor



Paul Wilken

## APPENDIX A Classification & Pay Grade Assignments

<u>Pay Grade Assignment</u>	<u>Classification (s)</u>
1	
2	
3	Laborer
4	
5	
6	Gatekeeper, Receptionist, Solid Waste Inspector
7	Secretary
8	Accounting Clerk
9	
10	Utility Worker, Inventory Clerk, Administrative Secretary
11	Transfer Station Attendant
12	Field Technician, Maintenance Mechanic B, Inventory Technician, Equipment Operator, Senior Accounting Clerk
13	Solid Waste Operator, Land Application Operator II
14	Boiler/Incinerator Operator, Maintenance Welder, Vehicle Mechanic, Maintenance Machinist, Relief Boiler/Incinerator Operator, Planner/Scheduler, HVAC Mechanic, Maintenance Mechanic A, Land Application Operator, Treatment Plant Operator, Relief Treatment Plant Operator,
15	Household Hazardous Waste Technician, Instrument Technician, Engineering Technician, Maintenance Electrician, Maintenance Computer Technician, Maintenance Technician, Process Operator Trainee, Environmental Program Coordinator, Senior Boiler/Incineration Operator, Team Coordinator, Electrical Planner, Buyer, Collection System Operator
16	Accountant, Systems Technician, Journey Level Electrician, Computer Technician. Laboratory Technician, Planner
17	Lead Solid Waste Operator, Lead Treatment Plant Operator, Lead Maintenance Worker, Lead Boiler/Incinerator Operator, Senior Engineering Technician, Master Electrician, Senior Wastewater Treatment Operator
18	Senior Accountant, Chemist, Senior Planner, Senior Solid Waste Operator
19	Engineer
20	Laboratory Lead
21	Senior Engineer
22	
23	Principal Engineer
24	

## APPENDIX B. 2012 Basic Unit Pay Plan

2012 Basic Unit Pay Plan								
	102.00%							
	A	B	C	D	E	EL1	EL2	EL3
	1	2	3	4	5	6	7	8
1	\$12.02	\$12.57	\$13.12	\$13.70	\$14.35	\$14.92	\$15.52	\$16.14
2	\$12.57	\$13.12	\$13.70	\$14.35	\$14.96	\$15.56	\$16.18	\$16.83
3	\$13.12	\$13.70	\$14.35	\$14.96	\$15.63	\$16.26	\$16.91	\$17.59
4	\$13.70	\$14.35	\$14.96	\$15.63	\$16.37	\$17.02	\$17.70	\$18.41
5	\$14.35	\$14.96	\$15.63	\$16.37	\$17.03	\$17.71	\$18.42	\$19.16
6	\$14.96	\$15.63	\$16.37	\$17.03	\$17.84	\$18.55	\$19.29	\$20.06
7	\$15.63	\$16.37	\$17.03	\$17.84	\$18.64	\$19.39	\$20.17	\$20.98
8	\$16.37	\$17.03	\$17.84	\$18.64	\$19.49	\$20.27	\$21.08	\$21.92
9	\$17.03	\$17.84	\$18.64	\$19.49	\$20.39	\$21.21	\$22.06	\$22.94
10	\$17.84	\$18.64	\$19.49	\$20.39	\$21.27	\$22.12	\$23.00	\$23.92
11	\$18.64	\$19.49	\$20.39	\$21.27	\$22.23	\$23.12	\$24.04	\$25.00
12	\$19.49	\$20.39	\$21.27	\$22.23	\$23.25	\$24.18	\$25.15	\$26.16
13	\$20.39	\$21.27	\$22.23	\$23.25	\$24.29	\$25.26	\$26.27	\$27.32
14	\$21.27	\$22.23	\$23.25	\$24.29	\$25.42	\$26.44	\$27.50	\$28.60
15	\$22.23	\$23.25	\$24.29	\$25.42	\$26.52	\$27.58	\$28.68	\$29.83
16	\$23.25	\$24.29	\$25.42	\$26.52	\$27.71	\$28.82	\$29.97	\$31.17
17	\$24.29	\$25.42	\$26.52	\$27.71	\$28.98	\$30.14	\$31.35	\$32.60
18	\$25.42	\$26.52	\$27.71	\$28.98	\$30.28	\$31.49	\$32.75	\$34.06
19	\$26.52	\$27.71	\$28.98	\$30.28	\$31.65	\$32.92	\$34.24	\$35.61
20	\$27.71	\$28.98	\$30.28	\$31.65	\$33.08	\$34.40	\$35.78	\$37.21
21	\$28.98	\$30.28	\$31.65	\$33.08	\$34.56	\$35.94	\$37.38	\$38.88
22	\$30.28	\$31.65	\$33.08	\$34.56	\$36.11	\$37.55	\$39.05	\$40.61
23	\$31.65	\$33.08	\$34.56	\$36.11	\$37.72	\$39.23	\$40.80	\$42.43
24	\$33.08	\$34.56	\$36.11	\$37.72	\$39.43	\$41.01	\$42.65	\$44.36

## APPENDIX C. 2013 Basic Unit Pay Plan

2013 Basic Unit Pay Plan								
	102.00%							
	A	B	C	D	E	EL1	EL2	EL3
	1	2	3	4	5	6	7	8
1	\$12.26	\$12.82	\$13.38	\$13.97	\$14.64	\$15.23	\$15.84	\$16.47
2	\$12.82	\$13.38	\$13.97	\$14.64	\$15.26	\$15.87	\$16.50	\$17.16
3	\$13.38	\$13.97	\$14.64	\$15.26	\$15.94	\$16.58	\$17.24	\$17.93
4	\$13.97	\$14.64	\$15.26	\$15.94	\$16.70	\$17.37	\$18.06	\$18.78
5	\$14.64	\$15.26	\$15.94	\$16.70	\$17.37	\$18.06	\$18.78	\$19.53
6	\$15.26	\$15.94	\$16.70	\$17.37	\$18.20	\$18.93	\$19.69	\$20.48
7	\$15.94	\$16.70	\$17.37	\$18.20	\$19.01	\$19.77	\$20.56	\$21.38
8	\$16.70	\$17.37	\$18.20	\$19.01	\$19.88	\$20.68	\$21.51	\$22.37
9	\$17.37	\$18.20	\$19.01	\$19.88	\$20.80	\$21.63	\$22.50	\$23.40
10	\$18.20	\$19.01	\$19.88	\$20.80	\$21.70	\$22.57	\$23.47	\$24.41
11	\$19.01	\$19.88	\$20.80	\$21.70	\$22.67	\$23.58	\$24.52	\$25.50
12	\$19.88	\$20.80	\$21.70	\$22.67	\$23.72	\$24.67	\$25.66	\$26.69
13	\$20.80	\$21.70	\$22.67	\$23.72	\$24.78	\$25.77	\$26.80	\$27.87
14	\$21.70	\$22.67	\$23.72	\$24.78	\$25.93	\$26.97	\$28.05	\$29.17
15	\$22.67	\$23.72	\$24.78	\$25.93	\$27.05	\$28.13	\$29.26	\$30.43
16	\$23.72	\$24.78	\$25.93	\$27.05	\$28.26	\$29.39	\$30.57	\$31.79
17	\$24.78	\$25.93	\$27.05	\$28.26	\$29.56	\$30.74	\$31.97	\$33.25
18	\$25.93	\$27.05	\$28.26	\$29.56	\$30.89	\$32.13	\$33.42	\$34.76
19	\$27.05	\$28.26	\$29.56	\$30.89	\$32.28	\$33.57	\$34.91	\$36.31
20	\$28.26	\$29.56	\$30.89	\$32.28	\$33.74	\$35.09	\$36.49	\$37.95
21	\$29.56	\$30.89	\$32.28	\$33.74	\$35.25	\$36.66	\$38.13	\$39.66
22	\$30.89	\$32.28	\$33.74	\$35.25	\$36.83	\$38.30	\$39.83	\$41.42
23	\$32.28	\$33.74	\$35.25	\$36.83	\$38.47	\$40.01	\$41.61	\$43.27
24	\$33.74	\$35.25	\$36.83	\$38.47	\$40.22	\$41.83	\$43.50	\$45.24

## APPENDIX D. 2014 Basic Unit Pay Plan

2014 Basic Unit Pay Plan								
	102.00%							
	A	B	C	D	E	EL1	EL2	EL3
	1	2	3	4	5	6	7	8
1	\$12.51	\$13.08	\$13.65	\$14.25	\$14.93	\$15.53	\$16.15	\$16.80
2	\$13.08	\$13.65	\$14.25	\$14.93	\$15.57	\$16.19	\$16.84	\$17.51
3	\$13.65	\$14.25	\$14.93	\$15.57	\$16.26	\$16.91	\$17.59	\$18.29
4	\$14.25	\$14.93	\$15.57	\$16.26	\$17.03	\$17.71	\$18.42	\$19.16
5	\$14.93	\$15.57	\$16.26	\$17.03	\$17.72	\$18.43	\$19.17	\$19.94
6	\$15.57	\$16.26	\$17.03	\$17.72	\$18.56	\$19.30	\$20.07	\$20.87
7	\$16.26	\$17.03	\$17.72	\$18.56	\$19.39	\$20.17	\$20.98	\$21.82
8	\$17.03	\$17.72	\$18.56	\$19.39	\$20.28	\$21.09	\$21.93	\$22.81
9	\$17.72	\$18.56	\$19.39	\$20.28	\$21.22	\$22.07	\$22.95	\$23.87
10	\$18.56	\$19.39	\$20.28	\$21.22	\$22.13	\$23.02	\$23.94	\$24.90
11	\$19.39	\$20.28	\$21.22	\$22.13	\$23.12	\$24.04	\$25.00	\$26.00
12	\$20.28	\$21.22	\$22.13	\$23.12	\$24.19	\$25.16	\$26.17	\$27.22
13	\$21.22	\$22.13	\$23.12	\$24.19	\$25.28	\$26.29	\$27.34	\$28.43
14	\$22.13	\$23.12	\$24.19	\$25.28	\$26.45	\$27.51	\$28.61	\$29.75
15	\$23.12	\$24.19	\$25.28	\$26.45	\$27.59	\$28.69	\$29.84	\$31.03
16	\$24.19	\$25.28	\$26.45	\$27.59	\$28.83	\$29.98	\$31.18	\$32.43
17	\$25.28	\$26.45	\$27.59	\$28.83	\$30.15	\$31.36	\$32.61	\$33.91
18	\$26.45	\$27.59	\$28.83	\$30.15	\$31.51	\$32.77	\$34.08	\$35.44
19	\$27.59	\$28.83	\$30.15	\$31.51	\$32.93	\$34.25	\$35.62	\$37.04
20	\$28.83	\$30.15	\$31.51	\$32.93	\$34.41	\$35.79	\$37.22	\$38.71
21	\$30.15	\$31.51	\$32.93	\$34.41	\$35.96	\$37.40	\$38.90	\$40.46
22	\$31.51	\$32.93	\$34.41	\$35.96	\$37.57	\$39.07	\$40.63	\$42.26
23	\$32.93	\$34.41	\$35.96	\$37.57	\$39.24	\$40.81	\$42.44	\$44.14
24	\$34.41	\$35.96	\$37.57	\$39.24	\$41.02	\$42.66	\$44.37	\$46.14

## APPENDIX E. Lines of Progression

Lines of progression were established to allow employees to develop a career track and to eliminate employees from jumping from classification to classification after being trained in an area. If an employee wishes to change his/her career track, he/she may transfer to another line of progression, to the positions indicated in (parenthesis), assuming he/she possesses the necessary qualifications as stated in the job description. Of course, employees currently working in the line of progression with the opening would be given first opportunity to bid on the job. This employee would also be expected to draw the rate of pay associated with the new job duties.

	Operating Services	Business Services	Planning and Tech Services
24			
23			Principal Engineer
22			
21			Senior Engineer
20			Laboratory Lead
19			Engineer
18	Senior Solid Waste Operator	Senior Accountant	Chemist, Senior Planner
17	Lead treatment plant, Lead solid waste, Lead boiler/incinerator operator, Lead Maintenance Worker, Master Electrician, Senior WWT Operator		Senior engineering technician
16	Journey-level electrician	Accountant	(Computer technician) (Systems Technician), Laboratory Technician, Planner
15	Instrument Technician, Maintenance Electrician, Maintenance Technician, Senior B/I Operator, (Team Coordinator), Process Operator Trainee. Electrical Planner, Household Hazardous Waste Technician, Collection System Operator	Buyer	(Maintenance Computer Technician), (Engineering technician), (Environmental Program Coordinator)

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14	B/I Operator, (Relief B/I Operator), Maintenance Welder, Vehicle Mechanic, Maintenance Machinist, Mechanical Planner/Scheduler, HVAC Mechanic, Maintenance Mechanic A, Land Application Operator, Treatment Plant Operator (Relief Operator),		
13	Land Application Operator II, Solid Waste Operator		
12	(Maintenance Mechanic B), (Equipment Operator)	Senior Accounting clerk, Inventory Technician	(Field Technician)
11	Transfer Station Attendant		
10	(Utility Worker)	Inventory Clerk, Administrative Secretary	
9			
8		(Accounting clerk)	
7		Secretary	
6	(Solid Waste Inspector), (Gatekeeper)	(Receptionist)	
5			
4			
3	(Laborer)		
2			
1			

## APPENDIX F. Gainshare and Incentive Plan Organization and Distribution

1. Definitions. For the purposes of this Appendix, the term "Unit Employee" shall have the same meaning as the term "Employee" as contained in Article 2 - DEFINITIONS (Subsection K) of this Agreement. The term "eligible employee" shall mean all employees of the District identified as eligible employees in any Gainshare Plan approved by the District Board for any calendar year, whether or not such employees are covered by this Agreement. District employees not covered by this Agreement are referred to as "Non-unit Personnel."
2. Optional Annual Gainshare Plan. The District Board may determine annually no later than March 31 whether to offer a gainshare and incentive program for the current calendar year (the "Plan Year"). If the District Board so determines, it shall approve a Gainshare and Incentive Plan Program for such Plan Year ("Gainshare Plan"), which shall identify, among other things, the maximum possible dollar distribution under such Gainshare Plan (whether as "gainshare" or "incentive" distributions), goals and means of measuring achievement of goals, and the employees eligible to participate in such Gainshare Plan; provided, however, that any Gainshare Plan the District Board approves shall include the elements described in section 4 of this Appendix.
3. Union Acceptance or Rejection. If a Gainshare Plan is approved by the District Board, such Gainshare Plan will be presented to the Union for its acceptance. The Union may accept or reject a Gainshare Plan within thirty (30) calendar days following its presentation to the Union, but shall have no right to change or request modifications to a Gainshare Plan. If the Union rejects a Gainshare Plan, it shall be deemed amended to exclude all Unit Employees from eligibility and the Unit Employees shall not participate in the Gainshare Plan for that Plan Year and shall be entitled to no gainshare or incentive distribution for that Plan Year. The Union's rejection of a Gainshare Plan shall have no effect on the eligibility of Non-unit Personnel to participate in such Gainshare Plan, and such Gainshare Plan shall thereafter continue in effect with respect to all Non-unit Personnel identified as eligible employees therein.
4. Required Elements. Subject to the Union's right of rejection described in section 3 of this Appendix; any Gainshare Plan shall apply to all permanent Unit Employees. Any Gainshare Plan shall also apply to such Non-unit Personnel as the District Board may in its discretion identify as eligible in such Gainshare Plan, except "temporary employees" and the Executive Director. Any Gainshare Plan shall apportion the total amount of any gainshare and incentive payments that may be payable pursuant to the Gainshare Plan between Unit Employees and Non-unit Personnel in the following manner: that portion of any gainshare and incentive payments to be paid that is allocable to Unit Employees (the "Total Unit Share") shall be equal to the percentage that the number of Gainshare Plan-eligible full time equivalent Unit Employees bears to the total number of all Gainshare Plan-eligible full time equivalent employees. The Total Unit Share shall be divided among Unit Employees as provided for in section 5 of this Appendix.



The following example illustrates calculation of the Total Unit Share:

If there are 100.5 full time equivalent eligible Unit Employees and a total of 115.5 full time equivalent eligible employees, then 87.01% of any amounts to be distributed under the Gainshare Plan (100.5 being 87.01% of 115.5) shall be allocated collectively to Unit Employees.

5. Net Unit Share and Distribution. The Total Unit Share, if any, cannot be ascertained until January of the year following the Plan Year. The Union and the District understand and agree that the Total Unit Share is intended to represent the total financial obligation of the District under any Gainshare Plan. Therefore, before payment of distributions to Unit Employees, the Total Unit Share shall be reduced by: (a) the Overtime Adjustment, as described in section 6 below; (b) the amount of the District's obligation for FICA, FUTA, and any other federal or state tax or contribution payable by the District with respect to the Total Unit Share and the Overtime Adjustment; and (c) the amount of the District's obligation for PERA contributions with respect to the Total Unit Share and the Overtime Adjustment. The resulting amount (the "Net Unit Share") shall be distributed among eligible Unit Employees in equal shares, less required withholdings, except that the share payable to an eligible part-time Unit Employee shall be prorated based upon the percentage his or her average actual hours worked per work week for the Plan Year bears to a 40-hour work week.
6. Overtime Adjustment. The Union and the District understand that any Gainshare Plan distribution made to Unit Employees who worked overtime during the Plan Year will have the effect of increasing their "regular hourly rate" for the Plan Year, which will require a determination of the additional payment due such Unit Employees for each overtime hour worked during the Plan Year (the "Overtime Adjustment"). It is agreed that the Overtime Adjustment shall be calculated and paid as required by the Fair Labor Standards Act. It is further agreed that the Overtime Adjustment shall be paid from the Total Unit Share. The Union and the District understand and agree that payment of the Overtime Adjustment from the Total Unit Share will have the effect of reducing the net gainshare distribution per Unit Employee from the distribution that could have been made had no Unit Employee worked overtime during the Plan Year.

The following example illustrates the effect of the Overtime Adjustment:

Assume 100.5 full time equivalent eligible Unit Employees and a Total Unit Share of \$ 43,505. Further assume that amounts of FICA, PERA, etc., payable under section 5(b) and (c) of this Appendix total \$3000. If no Unit Employee had worked overtime during the Plan Year, the Net Unit Share would be \$40,505 (\$43,505 -- \$3000), which would be divided by the number of full time equivalent Unit Employees ( $\$40,505 \div 100.5$ ) to produce a per FTE gainshare distribution (before withholdings) of \$403. If some Unit Employees worked overtime during the Plan Year, however, it would be necessary through a computer program to determine the recalculated incremental overtime pay due those who worked overtime (the "Overtime Adjustment"). The Overtime Adjustment and any

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additional FICA, FUTA, etc., payable by the District thereon would be subtracted from the Net Unit Share of \$40,505 before the Net Unit Share is divided by the number of FTE Unit Employees, resulting in a lower distribution per FTE.

7. Miscellaneous. This Appendix shall apply to all payments of any description authorized to be made to Unit Employees under any Gainshare Plan approved by the District Board during the term of this Agreement. In the event of any inconsistency between this Appendix and a Gainshare Plan approved by the District Board, the terms of this Appendix shall control, but only with respect to Unit Employees.

## APPENDIX G. Memorandum of Understanding

### MEMORANDUM OF UNDERSTANDING BETWEEN WESTERN LAKE SUPERIOR SANITARY DISTRICT AND AFSCME COUNCIL 5, AFL-CIO

This Memorandum of Understanding is made and entered this 15 day of February, 2007, by and between the Western Lake Superior Sanitary District, hereinafter referred to as the Employer/Parties, and the Basic Unit Employees Union, Local 66, AFSCME Council 5, AFL-CIO, hereinafter referred to as the Union/Parties.

#### Materials Recovery Center employment conditions

##### Hours of Work

1. Permanent full-time, 2080 hours per year.
2. Permanent part-time, minimum scheduled hours stipulated less than 2080 hours per year.
3. Permanent part-time variable, minimum scheduled and call hours stipulated less than 2080 hours per year.
4. Permanent intermittent, on call employment, no stipulation of hours.

##### Appointment Status.

1. Unlimited.
2. Seasonal.

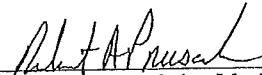
It is mutually agreed by the parties:


- a. That appointments of less than full-time, except intermittent, will stipulate the required minimum hours scheduled in each single year, but that stipulation will not limit the total hours scheduled or worked.
- b. Overtime will remain subject to the Fair Labor Standards Act and the current collective bargaining agreement under any of the four hours of work categories or two appointment statuses.
- c. Employees in a part-time variable status will achieve their stipulated hours through a combination of scheduled hours and call assignments.
- d. Employees in an intermittent appointment may not receive a schedule, but will be utilized on a call-in basis. Further, they will not receive rights to the lay-off and recall portion of the collective bargaining agreement as these appointments are intended to replace temporary appointments. Further, employees under seasonal lay-off will not receive access to bumping or

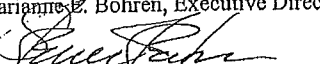
recall as identified in Article 13, Section D and E. The recall will be identified in the seasonal lay-off notice.


- e. Any employee hired by the employer in any of the four hours of work categories, or two appointment status shall be identified as bargaining unit members of the Union and shall receive all rights identified in the collective bargaining agreement, with the exception of those exclusions identified in this memorandum.
- f. The intent of this memorandum is to address staffing issues at the Materials Recovery Center only. If either party attempts to expand the use of any component of this memorandum without the consent and approval of the other party and those they represent, this memorandum will be terminated immediately.
- g. All positions and vacancies will be filled in accordance with the provisions of the current collective bargaining agreement.

**WESTERN LAKE SUPERIOR  
SANITARY DISTRICT**

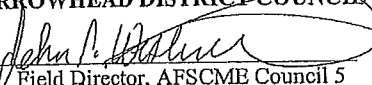
By:   
Robert A. Prusak, Chair of the Board

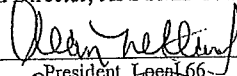
By:   
Marianne E. Bohren, Executive Director

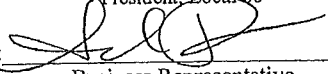
By:   
Steven C. Fecker, Labor Negotiator

By:   
Kerry Elquist WLSU Unit Chair

**CITY & COUNTY PUBLIC SERVICE  
UNION OF THE AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
REPRESENTED BY MINNESOTA  
ARROWHEAD DISTRICT COUNCIL 5**

By:   
Field Director, AFSCME Council 5

By:   
President, Local 66

By:   
Business Representative