

**PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

and

**AMERICAN FEDERATION OF
STATE, COUNTY, & MUNICIPAL EMPLOYEES
LOCAL 3456**

1/1/2021 to 12/31/2023

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A G R E E M E N T

By and Between

THE PUBLIC UTILITIES COMMISSION, GRAND RAPIDS, MINNESOTA

AND

**LOCAL UNION NO. 3456, AMERICAN FEDERATION OF STATE,
COUNTY, & MUNICIPAL EMPLOYEES - AFL-CIO**

JANUARY 1, 2021 - DECEMBER 31, 2023

PREAMBLE

This Agreement made and entered into by and between the Public Utilities Commission of the City of Grand Rapids, party of the first part, hereinafter also referred to as the Commission or as the Employer, and the American Federation of State, County and Municipal Employees, Local No. 3456, party of the second part, hereinafter also referred to as the Union or exclusive representative, as representative of the employees of the party of the first part.

WHEREAS, the parties hereto desire to enter into an agreement covering wages, hours and working conditions as permitted by the P.E.L.R.A. of 1971, as amended, in order to further the efficiency of the Employer, to provide a peaceful means of dispute resolution and to provide for the welfare of its employees.

WITNESSETH:

ARTICLE 1.

RECOGNITION AND NON-DISCRIMINATION: The Commission hereby recognizes Local 3456, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive bargaining agent for all employees of Grand Rapids Public Utilities Commission, Grand Rapids, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees as per certification by the State of Minnesota, Bureau of Mediation Services, Case No. 78-PR-452-A dated November 4, 1977.

The Employer and the Union mutually agree that there should be no discrimination against any employee on account of Union membership or non-membership or race, creed, color, age, religion or national origin.

ARTICLE 1-A.

MANAGEMENT RIGHTS CLAUSE: Section 1. All management rights, functions, privileges and authorities which were possessed by the Employer prior to entering into this Agreement will continue to be possessed by the Employer during this Agreement excepting only those that are specifically relinquished or modified by this Agreement.

Section 2. Such rights shall include but not be limited to:

- a) The right to reprimand, suspend, discharge, or otherwise discipline employees for just cause;
- b) The right to hire, promote, rehire, demote, transfer, assign, lay off and recall employees to work;
- c) The right to judge the employee's skill, ability, efficiency and qualifications;
- d) The right to determine the starting and quitting times of shifts to be worked;
- e) The right to maintain the efficiency of employees, control and regulate the use of equipment and other property of the Employer;
- f) The right to close down or expand the operation or any part thereof and reduce, alter, combine, transfer, cease any department, operation or service;
- g) The right to determine the number, size, location and operation of facilities and divisions, groups and departments thereof;
- h) The right to determine the service to be rendered, bought or sold, and the right to subcontract, provided however, the normal workweek and the number of employees assigned to the bargaining unit shall not be reduced due to the subcontracting work.
- i) The right to determine the assignment of work and the size and composition of the work force;
- j) The right to make, change and enforce rules, policies and practices, not in conflict with the provisions of this Agreement;
- k) The right to establish quality standards;
- l) The right to introduce technological changes, new, improved, or modified services, methods, techniques and equipment, establish new jobs or otherwise generally manage the operation and directly supervise the work force.

The Union shall have the right to recourse through the grievance procedure if it feels that the exercise violates any provisions of this Agreement.

ARTICLE 2.

UNION DUES: Section 1. Upon written authorization from any employee, the Commission shall deduct from his/her salary, his/her Union dues which shall be remitted to the Union each and every month.

The Union shall be allowed dues Check-off for its members, provided it has not lost its right thereto and such loss of rights as provided for by PELRA. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other Union or Employer approved deductions. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made, and the amount of such deductions, shall be forwarded to the Council 65 office in Nashwauk MN.

FAIR SHARE FEE: Section 2. All employees who are not members of the exclusive representative may be required by said exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The employer shall deduct the fee from the earnings of the employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the director pursuant to Section 3 of the Act.

INDEMNIFICATION: Section 3. The Union agrees to indemnify and save and hold harmless the Commission from any and all claims, demands, suits or liability arising out of any action taken by the Commission in compliance with this Article.

UNION REPRESENTATIVES: Section 4. Any correspondence between the Employer and AFSCME Local 3456 regarding an issue affecting terms and conditions of employment of the bargaining unit shall be with the AFSCME Council 65 business agent and copied to Local Union No. 3456.

ARTICLE 3.

HOURS OF WORK: Section 1. The regular straight time work hours for all employees except shift workers shall not be more than eight (8) hours in any one (1) day and not more than forty (40) hours in any one (1) week, Monday through Friday. The hours of work shall be according to present practice. Prior to any change in the work hours, the Employer agrees to notify the exclusive representative.

Section 2. Regular, straight time work hours for shift workers shall be in accordance with posted work scheduled as determined by the head of the Department.

Section 3. Employees shall be paid time and one-half (1½) for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. When a Journey Lineworker is scheduled to work a ten (10) hour per day, four (4) day work week, overtime will not be payable unless the employee works over ten (10) hours in one day or forty (40) hours in the week. Paid time off and other paid leave time shall be considered time worked for the purpose of this section. Overtime shall be approved in advance by the employee's supervisor except in cases of emergency. Overtime shall be paid for actual time worked, calculated based on each complete tenth of an hour (0.10), i.e. six (6) minutes, worked.

Section 4. Overtime work shall be assigned to employee within the classification wherein it arises and then to employees outside of that classification or department. Overtime shall be distributed equally by department on a rotating basis according to a mutually agreed to system, and a current list of overtime calls and hours shall be maintained by the employer.

If any employee establishes that during the preceding thirty (30) calendar days, he/she did not receive overtime work which he/she was entitled to under the provisions of this Article and/or the overtime call out schedule, said employee shall have preference to future overtime work he or she is available to work until such situation is corrected.

In the event overtime is scheduled on Sundays or holidays, except for employees assigned/scheduled to cover shift operations or working emergencies, the employees scheduled to perform said overtime shall be compensated at the rate of one and one-half (1½) time for such time worked. It is agreed that any employee who has scheduled vacation or is actually on vacation during the time of the need of scheduled overtime shall not be required to work such overtime unless at least two (2) weeks' notice of need is given. It is the intent of the Commission to minimize and, hopefully, eliminate such occurrences.

Section 5. Call-outs: Employees called out to work after having left the company's premises shall be paid a minimum of three (3) hours pay at his/her straight-time rate or time and one-half the employees regular hourly rate for all hours worked during the call out, whichever is greater. Employees called out on a Sunday or holiday as per Article 4, Holidays: Section 1, to work shall be paid a minimum of four (4) hours pay at his/her straight time rate or time and one-half the employee's regular hourly rate for all hours worked during the call out, whichever is greater.

Section 5A. Sleptime:

If an employee responding to an emergency call out has worked two (2) or more hours between 12:01 AM and 8:00 AM, he/she will be granted one half (1/2) hour of sleep time for every one hour of work performed between 12:01 AM and 8:00 AM to a maximum of four hours.

If the employee's request to be released for sleptime is denied by the employee's immediate supervisor, the employee shall continue work at the rate of time and one-half the employee's regular rate until released.

Sleptime is time taken off scheduled work hours without loss of pay.

Sleeptime cannot be used unless the individual actually works a full shift the next day (hours worked plus sleeptime credit equals eight hours).

If the employee works up to his/her normal start of schedule and wishes to keep working, he/she may leave early in the afternoon and apply this time.

Section 6. Standby Time: Employees required to be on standby shall receive twelve (12) hours of pay at applicable straight time rate per weekend. Hours for standby shall be from normal end of shift on Friday to the normal starting time on Monday.

Employees required to be on standby on holidays shall receive six (6) hours of pay at applicable straight time rate. Hours for standby on holidays shall be from the normal end of shift the day before the holiday to the normal starting time the day after the holiday.

When a First Class Lineman or Apprentice Lineman is required to be on standby he/she shall receive seven (7) hours of pay at applicable straight time rate per weekend. Hours for standby shall be from normal end of shift on Friday to the normal starting time on Monday.

When a First Class Lineman or Apprentice Lineman is required to be on standby on holidays, he/she shall receive three (3) hours of pay at applicable straight time rate. Hours for standby on holidays shall be from the normal end of shift the day before the holiday to the normal starting time the day after the holiday.

Standby time offered to any employee who qualifies on an equal basis and an accounting system set up so the employee knows the amount of pay and hours he/she is receiving for standby time.

Employees who volunteer for standby agree to be placed on the standby rotation list for as long as the employee maintains his/her current position.

Section 6A. Weekday Standby:

When employees are required to be on weekday standby, weekday standby will be offered to employees on a rotating basis on the Monday prior to the Monday on which weekday standby assignment is to start.

If, by the end of shift on Tuesday, the weekday standby has not been filled, the employee(s) with least amount of weekday standby during the present calendar year, shall be assigned first. In the case of equal weekday standby hours, the first employee on the rotation schedule shall be assigned first.

The weekday standby list will be posted by the end of shift Thursday, for the weekday standby starting Monday, 4:30 PM through the following Friday at 8:00 AM.

The hours of weekday standby assignment will be updated once every two weeks, for use the following two weeks.

When weekday standby is in effect a minimum of one lineman will be scheduled for weekday standby at any one time.

The employee(s) on weekday standby assignment shall receive one hour of pay at First Class Lineman straight time rate per weekday standby. Hours for weekday standby shall be from normal end of shift to the normal starting time the following day.

Standby time offered to any employee who qualifies on an equal basis and an accounting system set up so the employee knows the amount of pay and hours he/she is receiving for standby time.

Employees who volunteer for standby agree to be placed on the standby rotation list for so long as the employee maintains his/her current position.

Section 7. Bi-Weekly Salary: Employees shall be paid bi-weekly.

Section 8. There shall be no pyramiding of daily and/or weekly overtime.

Section 9. Clean Up Time: Employees in the following job classifications may use the last fifteen (15) minutes of their shift for personal clean up at the worksite: Water & Sewer Foreman; Water Dis & Coll Worker; WTP Operator; Maintenance Foreman; Maintenance I; Maintenance II; Lab Operations Director; and Operators. Clean up time shall not result in overtime unless approved in advance by the employee's supervisor.

ARTICLE 4.

HOLIDAYS: Section 1. Employees shall be entitled to the following paid holidays:

New Year's Day	Good Friday	Veteran's Day
Memorial Day	Fourth of July	Christmas Day
Labor Day	President's Day	Martin Luther King, Jr. Day
Thanksgiving Day	Columbus Day/Indigenous Peoples Day	

Section 2. When any of said holidays fall on a Sunday, the following day shall be the holiday. When any of said holidays falls on a Saturday, the previous day shall be the holiday.

Section 3. Shift workers shall be eligible for premium pay for the actual holiday. Premium pay shall be defined as stated in Article 4, Section 4.

Section 4. Employees required to work on any of the scheduled holidays contained in Section 1 shall receive eight (8) hours pay at their regular straight time rate of pay and shall be paid time and one-half (1½) for all hours worked on said holiday.

Section 5. When any of said holidays falls on an employee's scheduled day off, such employee shall be paid an additional eight (8) hours' holiday pay.

Section 6. In order to qualify for the eight (8) hours of straight time pay for a holiday not worked, it is required that the employee shall work the last scheduled work day or shift prior to and the first scheduled work day following the holiday, unless the employee is absent before or after the holiday on approved leave.

Section 7. In the event a holiday occurs on the employee's sixth consecutive work day during any workweek and the employee works said day, he/she shall receive four (4) hours' straight time pay in addition to the other applicable pay provisions covering such day.

Section 8. The offices of the Employer will be closed the day after Thanksgiving Day. During this time, employees (other than shift workers) may take equivalent time as PTO, provided they have accrued PTO or take the time as unpaid. Employees scheduled to work standby during this time will be paid an equivalent amount according to the standby contract language.

Section 9. The offices of the Employer will be closed the afternoon of Christmas Eve, when that day falls on a Monday through Thursday. All employees will receive four (4) hours of holiday pay during this time. Hours for standby on Christmas Eve shall be from the time the offices close on Christmas Eve to the normal starting time the day after Christmas Day; the other standby contract language applies.

ARTICLE 5

Section 1. PAID TIME OFF (PTO): PTO AND EIB: The PTO plan includes the employee's PTO account and the employee's EIB (Extended Illness Bank) account. The PTO account may be used for any authorized absence. The EIB account may be used for absences due to illness or injury to the employee, after the second consecutive scheduled work day that the employee is absent.

Section 2. PURPOSE: Paid Time Off (PTO) days may be used, with Supervisor approval, for vacation, illness, family emergencies, health and dental care, and other elective absences. EIB offers income protection in the event of serious illness. Vacation, sick leave and floating holidays are incorporated into the PTO accruals. Paid holidays (except floater), funeral leave and jury duty leave are not incorporated into the PTO accruals.

Section 3. ACCRUAL: PTO Benefits under the plan are accrued according to the following schedule:

Years of Service	PTO Days Per Year
1	13
2	18
3	18
4	18

Years of Service	PTO Days Per Year
5	23
6	23
7	23
8	24
9	25
10	26
11	27
12	28
13	29
14	30
15	31
16	32
17	33
18	34
19	34
20	35
21	35
22	35
23	35
24	35
25	35

PTO Accrual for regular part-time employees is pro-rated.

The Employer may give “Years of Service” credit to new hires to reflect relevant experience credit, as deemed appropriate by the Employer. (Effects only rate of accrual - limited to a maximum of four (4) years, i.e. eighteen (18) days maximum.)

Section 4. USE OF PTO/EIB:

- (a) Requests: Requests for use of PTO and EIB are subject to approval by the Department Head. Requests are expected to be made far enough in advance to provide adequate coverage in the department and to avoid a staffing hardship.
- (b) Rate of Payment: PTO/EIB is paid at the employee’s regular straight time rate, including longevity and excluding shift differential. PTO/EIB counts as hours worked for purposes of computing overtime. PTO/EIB may not be used in less than one half hour increments.
- (c) PTO for Vacations, Planned Events: Time for taking vacations must be mutually agreed between the employee and the Department Head. Normally, only one employee per department shall be allowed on vacation at any one time, unless a greater number is authorized by the Department Head. Employees must complete their selection of vacation periods prior to February 1 of each year in order to exercise seniority for that calendar year. The Employer will notify employees in writing of the approval or denial of their seniority requests prior to February 15.

After February 1, an employee requesting a vacation period shall not be allowed to exercise seniority over a junior employee for that vacation period. The Employer will notify employees in writing of the approval or denial of their non-seniority requests within 2 weeks of the submittal of the request.

(d) Short Notice PTO for Illness or Injury: If the employee will be unable to report for work as scheduled because the employee is unable to work due to illness, injury, legal quarantine, or medical or dental treatment for the employee or the employee's relative, as listed in Paragraph (e) below, necessitating the employee's absence, the employee is responsible to notify the Department Head or designee in advance of the start of the scheduled shift, except that if it is impossible for the employee to give notice before the start of the scheduled shift, then as soon after the start of the scheduled shift as possible. The Employer may require the employee to furnish a report from a physician or other recognized medical authority attesting to the necessity of the Short Notice PTO for illness or injury, along with such additional information as the Employer deems necessary to verify the illness and the necessity of the absence.

(e) Use of EIB. EIB may be used for absences due to the following:

- 1) illness or injury to the employee.
- 2) illness or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use PTO for the employee's own illness or injury. For the purposes of this Section, a "child" means an individual under 18 years of age, or an individual under 20 years of age who is still attending secondary school.

EIB may be used after the second consecutive scheduled work day that the illness or injury has caused the employee to be absent. Once the employee is able to access EIB, the employee may reimburse the PTO they used out of their EIB account. The Employer may require the employee to furnish a report from a physician or other recognized medical authority attesting to the necessity for the absence due to illness or injury of the employee or child, along with such additional information as the Employer deems necessary to verify the illness, the necessity of the absence, or the employee's fitness to return to duty before the employee is allowed to return to duty.

(f) PTO for Probationary Employees: Upon commencement of employment, probationary employees who will be eligible for benefits shall have available for immediate use one-half (1/2) of the PTO available to them in their first year of employment based upon their Years of Service. For benefit eligibility, see Article 12, Section 1. For PTO accrual, see Section 3 of this Article. Use of PTO during the probationary period shall be subject to all provisions of this Article. Upon successful completion of the probationary period, the employee shall retain whatever PTO is in the employee's PTO account at that time and shall accrue PTO on a monthly basis going forward.

Section 5. ACCUMULATION: An eligible employee may accumulate PTO up to a maximum of two hundred forty-eight (248) hours as of the employee's anniversary date. Any unused, accumulated PTO in excess of two hundred forty-eight (248) hours as of the employee's anniversary date shall be forfeited, except as provided in Section 6.

An employee may accumulate EIB up to a maximum of four hundred eighty (480) hours as of the end of the employee's anniversary year.

Section 6. PTO CONVERSION:

(a) An employee who has accumulated more than two hundred forty-eight (248) hours of PTO as of the employee's anniversary date shall transfer accumulated PTO in excess of two hundred forty-eight (248) hours to the employee's EIB account, at the rate of one (1) hour PTO for one (1) hour of EIB, subject to the maximum EIB accumulation set forth in Section 5. An employee who has the maximum EIB accumulation as of the employee's anniversary date shall convert PTO in excess of two hundred forty-eight (248) hours as a payment to the employee's Post-Employment Health Care Savings Plan at the rate of one (1) hour payment at the employee's current rate of pay for each one (1) hour of PTO accumulation in excess of two hundred forty-eight (248) hours. The conversion is available only if, as of the employee's anniversary date, the employee has used at least forty (40) hours of PTO during the previous twelve (12) months in the first five years of employment, or at least eighty (80) hours of PTO during the previous twelve (12) months in all subsequent years of employment.

(b) By written request from the employee received prior to or on their anniversary date, employees will be allowed to transfer accrued PTO days to their EIB account within the following parameters on their anniversary date:

the employee has less than twenty (20) days accumulation in their EIB account; and the employee has used forty (40) hours of PTO in the previous twelve (12) months.

Section 7. RESIGNATION, RETIREMENT, DEATH OF EMPLOYEE: An employee shall be paid their accumulated, unused PTO account balance in cash at the time of resignation or retirement, contingent upon providing not less than two (2) weeks' advance written notice to the Employer of resignation or retirement. The two (2) weeks' advance written notice may be waived by the Employer at its discretion. Also, in the event of death of an employee, the employee's estate shall be entitled to payment of the accumulated, unused balance of the employee's PTO (not EIB) account.

Upon retirement, or being declared permanently, totally disabled, or upon resignation after twenty (20) years of service or more, the balance of an employee's EIB account shall be paid into a Post-Employment Health Care Savings Plan account pursuant to the Post-Employment Health Care Savings Plan Policy adopted by the Grand Rapids Public Utilities Commission. Upon death the balance of an employee's EIB account shall be paid according to statute.

ARTICLE 6.

BEREAVEMENT LEAVE: In the event of death in an employee's immediate family (father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, spouse or step relatives) the employee shall be entitled to bereavement leave not to exceed three (3) days.

One (1) day's paid leave shall be allowed an employee in the event of the death of an employee's grandparents, grandchildren, brother-in-law, sister-in-law, of the employee or relatives in the employee's immediate household. In the event the funeral or memorial service is held in a location in excess of two hundred, fifty miles one way from Grand Rapids, one (1) additional day shall be granted for the purposes of travel, thus bringing the total allowance to two (2) days.

ARTICLE 7.

SENIORITY: Section 1. Seniority status shall be granted to all employees, and an employee's position on the seniority list shall be determined on the basis of his continuous length of service for the Commission. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment.

Section 2. Seniority shall be by department. The last employee hired shall be the first laid off. The hiring shall be in the inverse order of layoff, provided they have the necessary qualifications to perform the duties of the job involved. Departments shall be Office Clerical, Meter Readers, Janitorial, Electrical, Wastewater Treatment, Water Distribution and Sewer Collection, and Water Treatment.

Section 3. In case of a reduction of force or elimination of a position, the senior employee may exert his seniority over a junior employee in any department provided in the judgment of the Commission he has the necessary qualifications to perform the duties of the job involved. In the event the employee does not agree with the Commission's decision, the employee shall have the right of appeal through the grievance procedure.

Section 4. When an employee is transferred from one department to another, his seniority rights shall be frozen in the department from which he is being transferred and he shall accumulate rights in the new department from his first date of employment in the new department. An employee on temporary transfer to another department shall continue to accrue seniority in his regular department and not in the department to which he has been temporarily transferred. Overall seniority shall be recognized for the purposes of vacation and holidays.

Section 5. An employee shall lose seniority standing with the Public Utilities Commission if the employee:

1. Voluntarily resigns.
2. Is discharged for cause.
3. Is on medical leave of absence for a period of longer than two (2) years.
4. Is on lay off status for a period of longer than one (1) year.

5. Fails to return at the expiration of a leave of absence.
6. Is permanently retired.

ARTICLE 8.

VACANCIES AND PROMOTIONS: Section 1. Notice of all vacancies and new positions within the bargaining unit shall be posted on the employee's bulletin board and the employees shall have seven (7) days' time within which to make application to fill such vacancy or new position.

In the event the Employer creates a new job which does not fall under any present class or department, the senior employee applying for the job shall be assigned the job providing he or she has the necessary qualifications.

When an employee is assigned to fill a temporary vacancy and said vacancy has a higher rate of pay than the employee is presently receiving, the higher rate shall apply. Long-term temporary vacancies lasting over fifty (50) work days shall be posted according to the posting provisions of this agreement and filled according to the transfer and promotion provisions. When a temporary vacancy is terminated, the employee shall revert back to his/her original position. If an employee is a successful bidder for a vacant position, he/she shall receive the rate of the position which he/she is filling.

If a temporary vacancy results due to an employee's use of sick leave, pregnancy and parenting leave, worker's compensation leave, or other approved leave, and remains unfilled after following the posting provisions of the contract, the Employer may fill the temporary vacancy by contracting for or employing a temporary appointee, such appointment not to exceed two (2) years. The temporary shall not acquire seniority, shall not be entitled to the benefits provided to full and part-time employees under this contract, and may be terminated at any time without resort to the grievance procedure.

Section 2. It will be the policy of the Commission to fill vacancies by promotion. Precedent shall be given to senior employees provided that qualifications are relatively equal. In judging qualifications, the following factors will be considered:

1. Attitude
2. Aptitude
3. Versatility
4. Ability to get along with co-workers
5. Past job experience both in the employ of the Employer and prior job experience
6. Past education and training
7. Past work record

In the event an employee does not agree with the Commission's judgment or decisions, he/she may have the right of appeal by invoking the normal grievance procedure.

Section 3. An employee filling such a position shall be on probation for a period of ninety (90) working days. And if, while he is on probation, the Commission determines that he is unqualified for that position, he/she shall have the right to return to his/her prior position without posting. The employee shall have fifteen (15) working days to return to their previous position.

Section 4. If an employee, before going on vacation or sick leave, notifies the Commission in writing that he desires to bid on any particular vacancy for which there may be a posting in his absence, he shall be sent at his home address, a copy of such posting and the required number of copies of the bid form so that he may submit his bid in a like manner as if he were not absent.

Section 5. When an employee applies for and is assigned a new classification, he/she shall receive the rate of pay for the classification.

Section 6. Part-time employees hired after ratification of the 1998-2000 contract can apply for full time positions along with other applicants but cannot post into full time positions. (Employees employed prior to ratification of the 1998-2000 contract are not subject to this provision.)

ARTICLE 9.

GRIEVANCE PROCEDURE: Section 1. Grievance Definition: A “grievance” shall mean all disputes or disagreements as to the interpretation or application of any term or terms of this Agreement. The filing or pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject to the final resolution of the grievance.

Section 2. The Employer and the employee shall attempt to adjust all grievances which may arise by virtue of this Agreement in the following manner:

STEP 1. First, an employee having a grievance shall, within twenty-one (21) calendar days after the employee has learned or should reasonably have learned of the event giving rise to the grievance, make an effort to adjust the grievance between the employee and his/her immediate supervisor or department head, and indicate to the supervisor or department head that the matter is a grievance. The supervisor or department head will give an answer, in writing, within twenty-one (21) calendar days after the Step 1 meeting.

STEP 2. In the event no settlement is reached in Step 1, the employee may appeal in writing the Step 1 answer to the General Manager within fourteen (14) calendar days after receipt of the Step 1 answer. The appeal must be in writing signed by the aggrieved employee and the Union. In order to be considered properly filed, the appeal shall: (1) be dated and signed by the grievant as well as the Union representative; (2) contain the date the incident occurred; (3) include a statement of the facts upon which the grievance is based; and (4) the remedy or correction expected and the specific Section of the Agreement upon which the grievance is based. Upon request, the employee shall meet with the General Manager to explain

and discuss the grievance. The employee shall be given the opportunity to have a Union representative present if the employee so chooses. The General Manager shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the written appeal or the Step 2 meeting, whichever is later.

STEP 3. In the event no settlement is reached in Step 2, a grievance which has been timely presented and processed in accordance with the Steps of the grievance procedure set forth in this Article and which remains unsolved after Step 2 shall upon notification from the Union be submitted to arbitration in accordance with the arbitration procedures of this Article, and the decision of the arbitrator shall be final and binding on the parties.

Section 3. Arbitration Procedures. The following provisions and procedures shall govern arbitration proceedings under this Agreement:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing, and such request must be mailed to the Office of the General Manager within fourteen (14) calendar days after the date of the General Manager's decision in Step 2 or the date of the mediation, whichever is later.

Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions of this Article.

Subd. 3. Selection of Arbitrator. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Bureau of Mediation Services to furnish a list of prospective arbitrators. From this list, each party shall strike one (1) name until one remains. The last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. The parties shall complete the arbitrator striking process within ninety (90) days after receipt of the list of arbitrators from the Bureau of Mediation Services.

Subd. 4. Hearing. The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right and opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo. A hearing on the grievance shall be held promptly by the arbitrator.

Subd. 5. Decision. A decision shall be rendered by the arbitrator within thirty (30) days of the date of hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension. The decision of the arbitrator in all cases shall be final and binding.

Subd. 6. Expenses. Each party shall bear its own expenses in connection with arbitration,

including expenses related to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of the hearing shall be made at the request of either party. The party requesting the transcript shall notify the other party not less than fourteen (14) calendar days in advance of the hearing that a transcript will be prepared, and the requesting party shall pay the cost of the Court Reporter's attendance. Each party shall be separately responsible for the cost of its copy of the transcript. Each party shall be separately responsible for one-half of the arbitrator's charges, including reasonable expenses.

Subd. 7. Jurisdiction. The arbitrator shall be bound by the terms of the contract. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, nor to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union.

Section 4. Voluntary Mediation. A grievance may be submitted to voluntary mediation prior to arbitration if the Employer and the Union mutually agree to do so. If agreed, the Union shall petition the Bureau of Mediation Services for appointment of a grievance mediator. The petition for mediation must be filed within fourteen (14) calendar days after the date of the General Manager's decision in Step 2.

Section 5. Computation of Time, Time Limitation and Waiver. In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

If a grievance is not presented within the time limits required by this Article, it shall be deemed "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not answer a grievance or an appeal within the specified time limits, the grievance shall be deemed denied and the Union may appeal the grievance to the next step. The time limits set forth in this Article may be extended by mutual written agreement of the Employer and the Union. An oral agreement to extend a time limit promptly followed by a confirmatory letter, fax, or email from one party to the other shall suffice.

Section 6. Union Representatives. The Employer will recognize representative(s) designated by the Union as grievance representative(s) of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representative(s) and of their successor(s) when so designated.

Section 7. Employee Grievance Filed By Union. It is recognized that the Union has the right to file a grievance on behalf of any individual employee or group of employees, and the Commission shall recognize that grievance. If the matter remains unsolved, arbitration as outlined in the grievance procedure may be used. The steps and time lines as set forth in this Article shall apply

to a grievance filed under this Section.

Section 8. Choice of Remedy. The employee processing a grievance under the grievance procedure section of this Agreement agrees to be barred from seeking redress through any other judicial or quasi-judicial process. Any employee who has processed a claim through another judicial or quasi-judicial process on the same subject shall be barred from utilizing the grievance procedure.

Section 9. Issue Resolution Committee – The Union and Employer agree to maintain an Issue Resolution Committee to deal with potential grievances.

ARTICLE 10.

DISMISSALS, SUSPENSIONS, DEMOTIONS AND TRANSFERS: Discharges, suspension, demotions or transfers to a lower classification shall be made only for just cause. Employees who feel that the disciplinary action was unjust shall have the right to recourse through the grievance procedure.

ARTICLE 11.

HEALTH AND WELFARE: Section 1. The Employer will provide a policy of group health insurance through a Blue Cross Blue Shield high deductible plan under the Northeast Service Cooperative that covers all employees. Effective January 1, 2021, the Employer shall pay one hundred percent (100%) of the monthly premium for single coverage and employees shall pay two hundred dollars (\$200.00) toward the monthly premium for family coverage.

In addition, the Employer will contribute to each employee's Health Savings Account according to the following schedule:

Contract Year	Single	Family
2021	\$ 2,400	\$ 5,000
2022	\$ 2,400	\$ 5,200
2023	\$ 2,400	\$ 5,400

The aggregate value of benefits shall not be reduced unless the Employer and the Union agree to a reduction in benefits. Any change in the coverages which are imposed by the insurance carrier without option to the Employer and which are applicable to all employees shall be implemented for the members of this bargaining unit. The Employer will notify the Union as soon as practicable of changes in the group insurance policy and will, at the request of the Union, meet and confer regarding the changes.

The Employer shall maintain an insured plan and shall not self-insure except with the Union's agreement.

Section 2. LIFE INSURANCE: The Employer agrees to pay the total premium for a term life

insurance policy covering the life of the insured regular full-time employee according to the following schedule:

<u>Annual Base Salary</u>	<u>Policy Amount</u>
Up to \$15,000	\$15,000
\$15,001 - \$20,000	\$20,000
\$20,001 - \$25,000	\$25,000
\$25,001 - \$30,000	\$30,000
\$30,001 - \$35,000	\$35,000
\$35,001 - \$40,000	\$40,000
\$40,001 - \$45,000	\$45,000
\$45,001 and over	\$50,000

The principal sum shall be payable to the beneficiary named by the insured employee with the right reserved to the insured employee to change the beneficiary. In the event the insured does not designate a beneficiary, it shall be paid to the employee's estate.

Section 3. Long Term Disability Insurance: The Employer will provide a policy of coordinated long term disability insurance with a ninety (90) day waiting period and benefit level of sixty percent (60%) of monthly earnings. The monthly premiums for the long term disability plan will be payroll deducted. A lump sum amount equal to the monthly premium will be added to each employee's wages on a monthly basis. (GRPUC will attempt to find an LTD policy with similar terms as the current GRPUC sponsored plan.)

Once the employee starts to collect long term disability payments, there will be no further PTO or EIB accumulation. The Employer will pay the Employer's premium contribution to group insurance benefits until the earliest of the following:

- 1) the employee's disability, as defined by the long term disability insurer, ceases;
- 2) the employee accepts and begins another job with another employer;
- 3) one (1) calendar year from the date the employee is first eligible for long term disability;
- 4) the employee retires. ("Retire" for purposes of this contract is defined as eligible for and receiving PERA retirement annuity benefits as of the termination of employment with Grand Rapids Public Utilities Commission.)

In addition, an employee who is collecting long term disability payments shall have a one-time option, exercisable after one calendar year has elapsed from the date the employee was first eligible for long term disability, to designate a portion of the employee's accumulated, unused PTO to be used for the payment of premiums for group health and dental insurance while the employee continues to be on LTD and employed by GRPUC. This option may be exercised only once during the employee's employment with GRPUC. The portion of the employee's PTO so designated shall be available only for the payment of premiums for group health and dental insurance and, if unused, shall not be returned to the employee's PTO account.

Section 4. Short Term Disability Insurance: The Employer will provide a coordinated short-term disability policy for the period of disability, up to the ninety (90) day elimination period for long-term disability following an elimination period of not more than twenty-one (21) calendar days for non-industrial injury or sickness.

Employees shall be required to use eligible PTO and/or EIB to bridge the elimination period. Once the employee starts to collect short term disability payments, accumulation of PTO and EIB will stop. The Employer will pay the Employer's contribution to group insurance benefits until the employee reaches eligibility for long term disability payments.

Section 5. Dental Insurance: The Employer will provide a policy of group dental insurance and, through December, 2007, pay the full premium. After December, 2007, the Employer and the employee will each pay fifty percent (50%) of any increase in the monthly premium.

ARTICLE 12.

BENEFIT ELIGIBILITY, DISCONTINUATION:

Section 1. Benefit Eligibility: To be eligible for any accrued benefits within the agreement; i.e., sick leave, health and welfare, vacation, holidays and other paid leave time, the employee must work, receive pay for, or receive workers' compensation wage replacement benefits for sixty-five (65) hours in any one month, except that eligibility for an employee on workers' compensation shall be limited in accordance with Section 2 of this Article.

Section 2. Workers' Compensation, Benefit Discontinuation: An employee on workers' compensation benefits will continue to accrue benefits as provided in Section 1 of this Article while the employee is temporarily totally and/or temporarily partially disabled as warranted by the facts and defined by the Minnesota Workers' Compensation Statute. However, benefit eligibility under this Section will be discontinued when any one or more of the following events occur:

1. The employee's disability, as defined by the Minnesota Workers' Compensation Statute, ceases;
2. The employee accepts and begins a job with another employer;
3. In cases of temporary total disability benefits, 90 days after service of maximum medical improvement pursuant to Minn. Stat. Sec. 176.101, subd. 3e;
4. The earlier of the following:
 - a. One calendar year after the employee asserts a claim for permanent total disability benefits as defined by the Minnesota Workers' Compensation Statute or a claim for Social Security Disability Benefits;
 - b. One calendar year after a medical practitioner renders an opinion that the

employee is permanently precluded from sustained, gainful employment;
and/or

- c. The date the employee is determined eligible for Social Security Disability Income, PERA disability, or the date the employee is adjudicated as or stipulated to be permanently and totally disabled as defined by the Minnesota Workers' Compensation Statute;
5. The employee retires;
6. The employee enters into a full, final, and complete settlement of any and all claims the employee has for workers' compensation benefits (with or without a closeout of future medical expenses related to the injury).

ARTICLE 13.

GENERAL PROVISIONS: Section 1. Bulletin Board: The Union shall be permitted the use of bulletin boards for the purpose of posting matters concerning Union business only.

Section 2. If an employee receives a compensable injury and has accrued benefits under either PTO or EIB, the Commission shall pay the difference between the compensation received by the employee and his/her regular monthly pay rate, the same to be deducted from his/her accrued PTO or EIB benefits. It is understood that the additional payments made to such an employee over and above that paid by Workers' Compensation shall not exceed the amount of credits to which he/she is entitled to on account of his/her accrued PTO and EIB benefits. The combination of Workers' Compensation and benefits received shall not exceed the normal take home pay of the individual. Employees have the right to waive payments under this clause.

Section 3. When any employee is required by the Employer to use their own vehicle on the job, he/she shall be compensated at the then-current IRS mileage rate, upon submittal of a mileage log approved by his/her Department Manager.

Section 4. As provided in the Employer's Electronic Communications Device Policy, and subject to the terms of such Policy, covered employees shall either be reimbursed forty dollars (\$40.00) per month for the business use of their personal cellular phones or provided an Employer cellular phone, at the employee's option.

Section 5. The parties agree to establish a Labor Management Committee, which shall be governed by written Bylaws. The Committee shall have no authority to add to, delete, amend, or modify in any way any of the terms of this Agreement or to settle grievances arising under this Agreement.

ARTICLE 14.

APPRENTICESHIP: Section 1. Apprenticeship Program. The apprenticeship program detailed below will be utilized if management deems there to be an appropriate and qualified internal

candidate who desires to enter the program, and it is in the business interest of the employer.

Section 2. The parties agree that during the contract term of this Agreement, a formal apprenticeship program shall be established with a Joint Apprenticeship Committee. This is contingent on equal representation by each party on the committee and mutual consent on rules and regulations that will apply.

Section 3. Pay rates for apprentices shall be:

1st 2,000 hours -----	83% of scale
2,000 - 4,000 hours -----	87% of scale
4,000 - 6,000 hours -----	91% of scale
6,000 - 8,000 hours -----	95% of scale
8,000 hours or over -----	100% of scale

Section 4. This schedule shall apply to an apprentice making normal progress. Should the Employer feel that an employee is not progressing at the normal rate, the employee shall be informed in writing of his/her deficiency and shall not be entitled to the next step until such time as the deficiency is corrected. Should an employee progress significantly above the normal, the employee may be granted a step increase before scheduled.

Beginning employees with prior experience may be placed in the appropriate step of the schedule.

ARTICLE 15.

LEAVES OF ABSENCE: Section 1. Jury Duty: The Commission shall supplement the compensation of an employee on jury duty for up to twenty (20) working days so that his/her total compensation will be the same as if he/she had been working and paid his/her regular rate. However, if such an employee after reporting for jury duty is excused for the day, he/she must report back to work.

Section 2. Leaves of Absence: A leave of absence of up to three (3) months maximum for personal reasons excluding other employment may be granted to any employee requesting same from the PU Commission provided such absence does not interfere with the orderly operation of the Commission. Additional leave time off, if necessary, may be requested at the end of said three (3) months' leave subject to Commission approval.

Section 3. Pregnancy and Parenting Leave: The Employer shall grant an unpaid leave of absence to an employee who is: (1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or (2) a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee, but may not exceed twelve (12) weeks, unless agreed to by the Employer.

The leave shall begin at a time requested by the employee. The Employer may adopt reasonable policies governing the timing of requests for unpaid leave. For leave under (1) above, the leave

may begin not more than twelve (12) months after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than twelve (12) months after the child leaves the hospital.

An employee returning from a leave is entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from a leave longer than one month must notify the Employer at least two weeks prior to return from leave.

If, during a leave, the Employer experiences a layoff and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of the layoff and recall system of this Agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system which the employee would have had if the employee had not taken the leave.

An employee returning from leave is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from leave is entitled to retain all accrued preleave benefits of employment and seniority, as if there had been no interruption in service. An employee, by agreement with the Employer, may return to work part-time during the leave period without forfeiting the right to return to employment at the end of the leave period.

ARTICLE 16.

SAVINGS AND SEPARABILITY: Section 1. Any Article, Section, clause or statement herein contained that in any way violates the laws of the State of Minnesota or laws or rules of any political subdivision therein shall be of no force and effect. The remainder of this Agreement shall not be affected thereby. Any Article so invalidated shall be subject to renegotiations by the parties.

Section 2. Gender: Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 17.

WAGES:

Section 1. If the Water & Sewer Foreman is absent for one (1) day or more, management may at its discretion designate an acting foreman on a day-to-day basis and he/she shall receive the foreman's rate of pay during such designation.

Section 2. License Premium: Employees shall be paid according to the following schedule for the highest license that they have attained:

Class Certification*	
A	\$0.20 per hour
B	\$0.15 per hour
C	\$0.10 per hour
D	\$0.05 per hour

* The license must be either a water supply system operator certificate issued from the Minnesota Department of Health or a wastewater treatment facility operator certificate issued from the Minnesota Pollution Control Agency.

Special Engineer License** \$5.00 per month

** This license must be issued by the State of Minnesota, Department of Labor & Industry-Division of Boiler Inspection.

Section 3. Shift Premium: The afternoon shift premium shall be Twenty-five Cents (\$.25) per hour and Thirty-five Cents (\$.35) per hour for the night shift.

Employees absent from their regular scheduled shift will not receive the shift premium during his/her absence. The employee working shall receive the shift premium.

Section 4. Customer Service Representatives (CSR) employees shall be paid according to the following schedule:

- 0 - 6 months of service -- 80% of clerical thereafter rate
- 6 -12 months of service -- 87% of clerical thereafter rate
- 12 -18 months of service -- 91% of clerical thereafter rate
- 18 -24 months of service -- 95% of clerical thereafter rate
- 24 months & thereafter --100% of clerical thereafter rate

1/1/2021 1/1/2022 1/1/2023

Section 5. Electrical Department:

Line Crew Foreman	38.34	39.30	40.29
Instrumentation Control Technician	37.47	38.41	39.37
Project Coordinator/Planner	37.39	38.33	39.29
Meter Technician	37.16	38.09	39.04
Line Crew Lead	37.06	37.99	38.94
Journey Line Worker	35.52	36.41	37.32
Electrical Maintenance	34.98	35.86	36.76
GIS Technician/Locator	28.73	29.45	30.19

Water and Wastewater Department:

Maintenance Foreman	39.34	40.33	41.34
Wastewater Operations Director	34.42	35.29	36.18
Water & Sewer Foreman	33.11	33.94	34.79
Maintenance I	32.17	32.98	33.81
Water Operations Director	32.17	32.98	33.81
WWTP Lead Operator	29.95	30.70	31.47
Wastewater Plant Operator	28.98	29.71	30.46
Maintenance II	28.98	29.71	30.46
Water/WW Collection Maintenance	28.98	29.71	30.46
WTP Operator	28.98	29.71	30.46
Truck Driver	28.11	28.82	29.55
Maintenance III	26.79	27.46	28.15

Business Services Department:

Warehouse & Purchasing Clerk	29.20	29.93	30.68
Lead CSR	29.18	29.91	30.66
Accounting Technician	28.92	29.65	30.40
Data Processing Clerk	27.72	28.42	29.14
CSR	26.77	27.44	28.13
Meter Reader	26.69	27.36	28.05

Water and Sewer Employees employed after 1/1/81 shall receive the following percentage of scale:

0 - 6 months of service -----	80%
6 - 12 months of service -----	87%
12 - 18 months of service -----	91%
18 - 24 months of service -----	95%
24 + months -----	100%

Section 6. Longevity Pay: Employees shall be eligible to receive longevity pay in accordance with the following schedule:

After 15 years of service	\$.35 per hour
After 20 years of service	\$.60 per hour
After 25 years of service	\$.85 per hour

Section 7. Deferred Compensation: The Employer agrees to make a matching contribution of up to three percent (3%) of annual salary per year for each participating employee, to the maximum allowed by Minnesota Statutes, to a deferred compensation plan.

ARTICLE 18.

MEAL ALLOWANCE: In the event that any employee without a prearranged work schedule has worked three (3) or more unscheduled hours, he/she shall be entitled to a Ten Dollar (\$10.00) meal allowance and thereafter to an additional Ten Dollar (\$10.00) meal allowance for each additional six (6) unscheduled hours worked. The meals shall be taken when practicable.

ARTICLE 19.

PROTECTIVE CLOTHING:

Section 1. Members of the line crew and the maintenance electrician (“eligible employees”) shall wear fire protective clothing as required by law.

Section 2. The Employer will provide eligible employees with fire protective clothing, subject to the following limitations:

- (a) Not more than five (5) shirts and five (5) pants per eligible employee per calendar year; and
- (b) Not more than one (1) jacket and one (1) bib overall per eligible employee after each three (3) calendar years.

Section 3. The employee shall be responsible for maintaining and cleaning the fire protective clothing according to the manufacturer’s recommendations in order to protect the fire protective and flame-retardant characteristics of the clothing.

Section 4. In the event employees are no longer required to wear fire protective clothing, this Article 19 shall cease to be in effect.

Section 5. Employees who work in the field or in the warehouse shall be reimbursed for safety shoes. Such employees are authorized up to Three Hundred Fifty Dollars (\$350.00) in a two (2) calendar year period toward the purchase of safety shoes. Reimbursement will only be provided upon presentation of a receipt.

Section 6. Employees who work in the field or in the warehouse shall be reimbursed for prescription safety eyewear. Such employees are authorized up to Two Hundred Twenty-Five Dollars (\$225.00) in a two (2) calendar year period toward the purchase of prescription safety glasses, subject to the terms of the Employer’s Safety Eyewear Policy.

ARTICLE 20.

TERM OF AGREEMENT: Section 1. The provisions of this Agreement shall remain in effect from January 1, 2021 to December 31, 2023, and from year to year thereafter unless either party gives notice of the desire to terminate or amend said agreement sixty (60) days prior to the annual renewal date.

Section 2. It is agreed by both parties herein that there shall be no lockouts during the term of this Agreement, nor shall there be any strikes, slowdowns, cessations or stoppages of work of any kind during the term of this Agreement.

**GRAND RAPIDS PUBLIC UTILITIES
COMMISSION**

BY Thomas G. Stanley
Thomas G. Stanley
President

BY Kathleen Kooda
Kathleen Kooda
Secretary

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY Shannon Thomsen
Shannon Thomsen
President

BY Troy Bauch
Troy Bauch
Labor Representative



PUBLIC UTILITIES COMMISSION

500 SE FOURTH STREET PO BOX 658
GRAND RAPIDS, MINNESOTA 55744
TELEPHONE (218) 326-7024
TTD (218) 326-7487 FAX (218) 326-7499

November 14, 2011

Mr. Richard Fox
27060 East Bass Lake Road
Grand Rapids, MN 55744

RE: Request To Donate PTO

Dear Mr. Fox:

This letter is to confirm our understanding in regards to the practice of allowing employees to donate Paid Time Off as per GRPUC Resolution No. 12-18-02-0.

On behalf of employee Delbert Emerson you requested that GRPUC consider allowing employees to donate PTO to Mr. Emerson to allow him paid time off, i.e. vacation to attend to his spouse who has a serious medical condition. Mr. Emerson will soon run out of accrued PTO and has a small balance in his Extended Illness Bank.

I will agree to allow the PTO donation provided it is done within the parameters of Resolution 12-18-02-0, Mr. Emerson uses his monthly PTO accrual first, Mr. Emerson uses three (3) days of EIB per year for his spouses care, this arrangement is non-precedent setting and any decisions for future requests for PTO use outside of those currently established by the GRPUC and the current labor agreement rest solely with the GRPUC or its representative management.

If you are in agreement with this arrangement please acknowledge the same with your signature below and return one original of this letter to me.

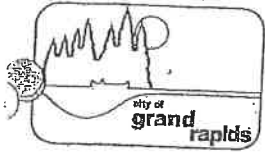
Respectfully,

Anthony T. Ward
General Manager

CC: GRPUC
ATW:atw

Richard Fox
President Local 3456 AFSCME

11/21/11
Date



PUBLIC UTILITIES COMMISSION

January 23, 2007

Ms Cheryl Jones
Staff Representative
AFSCME Council 65
Local 3456
118 Central Avenue
Nashwauk, MN 55769

RE: Full Time Hours – Meet and Confer

Dear Ms Jones:

This letter will confirm our understanding following our January 18, 2007 meeting regarding our previous agreement to meet on a meet and confer basis to discuss ways in which the Employer could schedule employees for full-time hours based on available work.

Following our discussion on the above referenced subject, it was agreed the management staff would consider alternative scheduling during the "short schedule week" for the position of truck driver provided the GRPUC could avoid paying the premium of overtime on a daily basis, i.e. hours worked over eight (8) per day.


As per our discussion, management would agree that truck drivers shall be paid time and one half (1 1/2) for all hours worked in excess of 40 hours in a week to allow for alternative scheduling of shifts over eight hours. This letter of agreement amends the overtime provision of the collective bargaining agreement, Article 3, Section 3 to reflect that truck drivers will not be paid daily overtime over eight (8) hours per day but will be paid overtime over forty (40) hours per week.

Our signatures below will constitute agreement to the terms of this letter on behalf of GRPUC and AFSCME Council 65, Local Union No. 3456, respectfully.

Respectfully,


Anthony Ward
General Manager

Accepted on behalf of AFSCME Council 65,
Local Union No. 3456

By: 

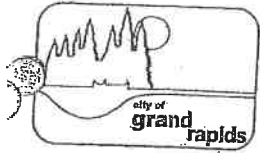
Its: President

By: 

Its: Staff Representative

CC: Gary Stoltz, President Local 3456





PUBLIC UTILITIES COMMISSION

December 18, 2006

Ms. Karen Burthwick
Staff Representative
AFSCME Council 65
118 Central Avenue
Nashwauk, MN 55769

Re: Grand Rapids Public Utilities Commission - Dental Insurance Benefit

Dear Ms. Burthwick:

This letter will confirm that Grand Rapids Public Utilities Commission and AFSCME Council 65, Local 3456, have agreed to modify Article 11, Section 5, of the collective bargaining agreement. Under the mutually agreed modification, GRPUC will agree to provide group dental insurance coverage through Delta Dental, under the auspices of Arrowhead Procure. In return, the Employer contribution to the dental insurance premium for 2007 will be a maximum of \$75 per month rather than the full premium.

This letter of agreement shall not be interpreted as a re-opener of the collective bargaining agreement for any purpose other than that stated herein.

Our signatures below will signify agreement to the terms of this letter on behalf of Grand Rapids Public Utilities Commission and AFSCME Council 65, Local 3456, respectively. Thank you.

Respectfully,

Anthony T. Ward
General Manager

Accepted on behalf of AFSCME
Council 65, Local 3456:

By:

Its:

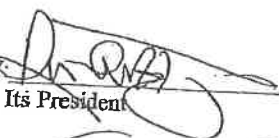
CONTRACT ADDENDUM

Grand Rapids Public Utility's Commission and American Federation of State, County and Municipal Employees Local Union No. 3456 agree to extend the 2001-2003 Collective Bargaining Agreement to December 31, 2004 without change.

In consideration of this Addendum, Grand Rapids Public Utility's Commission agrees to pay to each member of the bargaining unit who is on the payroll as of January 14, 2004 a one-time, lump sum payment in the gross amount of Seven Hundred Fifty and No/100 Dollars (\$750.00) gross, subject to usual payroll deductions, not added to base, payable not later than the second pay period of February, 2004.

This Contract Addendum shall be attached to the Collective Bargaining Agreement and, as evidenced by the authorized signatures of the parties, shall have the same force and effect as if included in the Collective Bargaining Agreement itself.

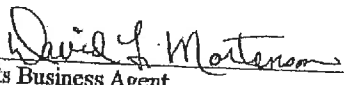
GRAND RAPIDS PUBLIC UTILITIES
COMMISSION

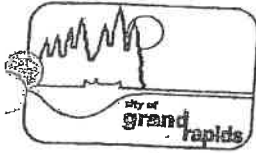
BY: 
Its President

BY: 
Its General Manager

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
LOCAL UNION NO. 3456

BY: 
Its President

BY: 
Its Business Agent



PUBLIC UTILITIES COMMISSION

MEMORANDUM

To: Karen Burthwick, Staff Representative

cc: Steven Fecker, Attorney GRPUC
John Aultman, President, Local 3456

From: Anthony Ward, General Manager

Date: December 14, 2000

Re: Protective Clothing – Electric Crew

The Public Utilities Commission established and adopted a Clothing/Uniform Policy in September 1999. Certain provisions of this policy are inconsistent with provisions of Article 21, Protective Clothing – Electric Crew of the Labor Agreement between the Grand Rapids Public Utilities Commission and AFSCME, Local 3456. To remedy the inconsistencies, the following Letter of Agreement is proffered:

Upon acceptance of this Letter of Agreement, the Employer will furnish at no cost to the employee, a total of five (5) shirts and five (5) pants and after May 2001, the employer will furnish one (1) light weight jacket and one (1) heavy winter jacket per "eligible employee". Eligible employees are members of the line crew and the maintenance electrician.

Eligible employees are required to wear clothing/uniforms supplied by the GRPUC and embroidered with the City of Grand Rapids logo and the words "Public Utilities" on the front.

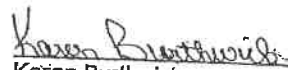
Eligible employees will be responsible for maintaining the clothing/uniforms in a neat and clean condition. Minor repairs to the clothing/uniforms will be the responsibility of the employee. After initial purchase of the clothing/uniforms, replacement will be subject to the following limitations:

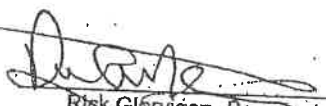
1. At the sole discretion of the GRPUC or its appointed representative, the GRPUC will replace that portion of the clothing/uniform damaged or worn out in the normal discharge of the employee's job duties. The employee will be required to turn in to the GRPUC any worn or damaged clothing/uniform to obtain a replacement.
2. The clothing/uniform remains the property of the GRPUC and must be returned or replaced by the employee upon the employee's leaving the service of the GRPUC.

The employer will, at no cost, embroider current fire protective clothing owned by the eligible employee at no cost to the employee.

All other provisions of Article 21, Protective Clothing - Electric Crew not modified by this Letter of Agreement remain in force.

If this Letter of Agreement is acceptable, please sign both copies of the Letter, retain one for your file and return one to me.


Karen Burthwick
Staff Representative
AFSCME Local 3456


Risk Glorvigen, President
Grand Rapids Public Utilities
Commission

APPENDIX A

LETTER OF UNDERSTANDING BETWEEN

THE PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA

AND

AFSCME LOCAL UNION NO. 3456, AFL-CIO

The parties hereto adopt the following Letter of Understanding as an attachment to the Collective Bargaining Agreement.

The parties agree to implement a twelve (12) hour shift schedule, for those employees working in the following classifications:

- 1) Truck Drivers
- 2) Water Treatment Plant Operators
- 3) Waste Water Treatment Plant Operators

Such shall be implemented on a one (1) year basis commencing upon the date this agreement is first signed, provided however, either party may elect to reopen said agreement earlier to renegotiate specific provisions herein should unforeseen problems arise. No later than sixty (60) days prior to the trial period ending date the parties shall meet to discuss whether or not to continue, amend, or terminate this agreement. None of the language herein amends, modifies or changes the management rights as they were prior to this Letter of Understanding, including, but not limited to the employer's option to cancel the 12 hour shift agreement pursuant to Article 3, Section 1 at any time upon 30 days advance notice to the exclusive representative.

Accordingly, the following shall be amended as stated herein in order to accommodate twelve (12) hour shift scheduling:

Hours of Work

The regular straight time work hours for 12 hour shift workers shall not be more than twelve (12) hours in any one (1) day and not more than forty (40) hours in any one (1) week.

Employees shall be paid time and one-half (1-1/2) for all hours worked in excess of twelve (12) hours in any one (1) day or forty (40) hours in any one (1) week.

Holidays

Holidays not worked shall continue to be paid at eight (8) hours for each holiday listed in the parties' agreement.

Holidays worked shall be in accordance with Article 4, Section 4, of the parties Collective Bargaining Agreement.

Twelve (12) hour shift employees shall be granted a total of two eight (8) hour floating holidays per Article 4, Section 5 of the Collective Bargaining Agreement. The employee shall have the option to use four (4) hours of banked unused vacation hours along with each eight (8) hour floating holiday to equal twelve (12) hours of time off. Twelve (12) hour shift employees may take their floating holiday time at any time with

prior approval of the department head and in accordance with the needs of the Utilities. To be eligible for said floating holiday time, a new hiree must have been employed a minimum of one hundred and eighty days (180).

Vacation

Twelve (12) hour shift employees shall continue to earn vacation on the same basis as before, however, the total number of eight (8) hour days earned shall be converted to total hours earned and the employee shall be paid twelve (12) hours for each day of vacation.

Funeral Leave

The contractually provided three (3) days of funeral leave shall be converted to two (2) twelve (12) hour days.

In lieu of the contractually provided one (1) day's paid leave, the employee shall have the option to use the one (1) eight (8) hour paid funeral leave day and add up to an additional four (4) hours of banked unused personal leave time to equal twelve (12) hours of paid time off.

Sick Leave

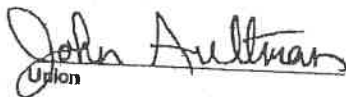
Sick Leave shall continue to be earned at the current one (1) day's sick leave accrual, which equals eight hours, for each month of service. Employees shall be compensated for twelve (12) hours when utilizing a sick day, provided however, lesser increments of sick time may be utilized subject to employer approval.

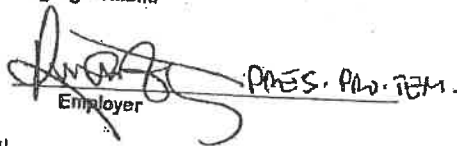
In addition, the current contractual three (3) days per calendar year of accrued sick leave allowed for the illness or injury care of family members, as set forth in Article 7, Section 6, shall be converted to two (2) twelve (12) hour days.

Shift Premium

The afternoon and night shift premiums shall not be paid to employees working twelve (12) hour shifts.

Any and all items not specifically addressed, amended or modified by this agreement shall continue to be applied in accordance with the existing provisions as contained within the parties' Collective Bargaining Agreement.


Union


Employer

2-10-98

Date

WATER TREATMENT PLANT

01-12-98

Vacation

An operator must give a two (2) week notice for request for vacation. If the employee needs time off for vacation or emergency leave on short notice, the employee will need to find replacement worker to fill the vacancy.

Filling Vacancy (Short Term Notice)

When an operator calls in and needs a day off (Sick or Vacation), the on shift operator will stay on duty until the vacancy is filled. He will call the operator who is on his first day off first and, if he is unsuccessful, he will then call the operator who is on his second day off to fill the vacancy. The department head reserves the right to fill vacancies in a cost-effective manner for the Public Utilities Commission.

WASTEWATER TREATMENT PLANT

Procedures for covering vacation, sick, and personal leave:

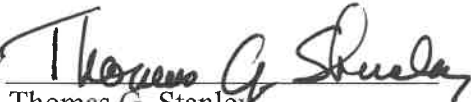
1. Vacation requested 2 weeks in advance guarantee:
 - A. Night shift to be covered by the employee who worked the previous night shifts.
 - B. Day shift to be covered by the employee who will work the succeeding day shifts.
2. Vacation less than 2 weeks notice must be mutually agreed between Department Head and employee. It will be the responsibility of the employee to insure coverage.
3. Sick or Emergency Personal Leave:
 - A. The shift employees that receive the sick call or emergency call will notify the Department Head or proceed going through the call out procedure.
 - B. If off employees can not fill the vacancy, the on shift employee in the classification of the sick employee will stay on shift for 6 additional hours. The employee on shift, in the other classification, will go home with the understanding that he/she may be called in to work the last 6 hours of the vacant shift.

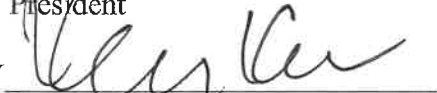
MEMORANDUM OF UNDERSTANDING

During collective bargaining for the 2021-2023 labor contract, the parties agreed that GRPUC will conduct a classification and/or compensation study during the term of the contract.


Our respective signatures below indicate the parties' agreement to the terms of this Memorandum of Understanding.


**GRAND RAPIDS PUBLIC UTILITIES
COMMISSION**

BY 
Thomas G. Stanley
President

BY 
Kathleen Kooda
Secretary

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY 
Shannon Thomsen
President

BY 
Troy Bauch
Labor Representative