

**PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

and

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

1/1/2024 to 12/31/2026

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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, 2024 - DECEMBER 31, 2026

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 (including traits associated with race, such as hair texture and hair styles), creed, color, age, religion, national origin, sex (including pregnancy, childbirth, and related medical conditions), marital status, familial status, status with regard to public assistance, membership or activity in a local commission, disability,

sexual orientation, gender identity and expression, genetic information, or any other classification protected under local, state, or federal law.

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 their salary, their 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, they did not receive overtime work which they were entitled to under the provisions of this Article and/or the overtime call out schedule, said employee shall have preference to future overtime work they are 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 their 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 their 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, they 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.

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

If the employee works up to their normal start of schedule and wishes to keep working, they 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.

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 they are 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 their 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 they are 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 their 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: Maintenance 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	Day after Thanksgiving	
Columbus Day/Indigenous Peoples Day	Juneteenth	

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. Any employee required to work as an Operator on Thanksgiving Day, Christmas Eve, or Christmas Day shall receive eight (8) hours pay at their regular straight time rate of pay and shall be paid two (2) times for all hours worked on those holidays.

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, they 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 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.

Section 9. Part-time employees shall receive prorated holiday pay at their regular straight time rate of pay based upon their regular work schedule. Part-time employees required to work on any of the holidays in Section 1 shall be paid time and one-half (1½) for all hours worked on said holiday.

ARTICLE 5

Section 1. PAID TIME OFF (PTO), EXTENDED ILLNESS BANK (EIB), AND EARNED SICK AND SAFE TIME (ESST): The PTO plan includes the employee’s PTO account and the employee’s EIB 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 or certain family members, after the second consecutive scheduled work day that the employee is absent. ESST may be used for the reasons listed in the Employer’s ESST Policy as it accrues.

Section 2. PURPOSE: PTO may be used, with Supervisor approval, for vacation, illness, family emergencies, health and dental care, and other elective absences. PTO may also be used for earned sick and safe time. EIB offers income protection in the event of serious illness or injury to the employee or certain family members. Vacation, sick leave and floating holidays are incorporated into the PTO accruals. Paid holidays (except floating holidays), funeral leave and jury duty leave are not incorporated into the PTO accruals.

Section 3. ACCRUAL OF PTO/ESST: PTO benefits are accrued according to the following schedule:

Years of Service	PTO Days Per Year
1	13
2	18
3	18
4	18
5	23
6	23
7	23
8	24
9	25
10	26

Years of Service	PTO Days Per Year
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

Part-time, seasonal, and temporary employees accrue ESST at the rate of one (1) hour for every thirty (30) hours worked.

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/ESST:

(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/ESST is paid at the rate the employee would have been paid for the hours or shift missed, including shift differential, if applicable. PTO/EIB/ESST counts as hours worked for purposes of computing overtime. PTO/EIB/ESST 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) PTO/ESST for Foreseeable ESST Reasons: If the employee will be unable to report for work as scheduled for a foreseeable sick or safe leave reason, as listed in the Employer's ESST Policy, the employee is responsible to notify the Department Head or designee in writing at least seven (7) days in advance.

(e) Short Notice PTO/ESST: If the employee will be unable to report for work as scheduled because the employee is unable to work for an unforeseeable sick or safe leave reason, as listed in the Employer's ESST Policy, the employee is responsible to notify the Department Head or designee in advance of the start of their scheduled shift, except that if it is impossible for the employee to give such notice, then as soon after the start of the scheduled shift as practicable.

(f) 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.

(g) PTO/ESST 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/ESST 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/ESST accrual, see Section 3 of this Article. Use of PTO/ESST 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/ESST is in the employee's PTO/ESST account at that time and shall accrue PTO/ESST going forward.

Section 5. PTO/EIB/ESST 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.

An employee may carry over accrued unused ESST at the end of the calendar year; the total amount of accumulated ESST may not exceed eighty (80) hours at any time.

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. An employee's PTO shall not be cashed out if they are discharged.

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.

An employee's ESST shall not be cashed out on separation from employment, including resignation, retirement, death, or discharge.

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 their seniority over a junior employee in any department provided in the judgment of the Commission they have 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, their seniority rights shall be frozen in the department from which they are being transferred and they shall accumulate rights in the new department from their first date of employment in the new department. An employee on temporary transfer to another department shall continue to accrue seniority in their regular department and not in the department to which they have 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 they have 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 their original position. If an employee is a successful bidder for a vacant position, they shall receive the rate of the position which they are 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, they 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 they are on probation, the Commission determines that they are unqualified for that position, they shall have the right to return to their 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 they desire to bid on any particular vacancy for which there may be a posting in their absence, they shall be sent at their home address, a copy of such posting and the required number of copies of the bid form so that they may submit their bid in a like manner as if they were not absent.

Section 5. When an employee applies for and is assigned a new classification, they 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 their 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 that covers all employees. Effective January 1, 2024, 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
2024	\$ 2,572	\$ 5,786
2025	\$ 2,572	\$ 5,786
2026	\$ 2,572	\$ 5,786

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.

Employees may purchase additional coverage for themselves and/or spouses and/or dependents.

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 their regular monthly pay rate, the same to be deducted from their 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 they are entitled to on account of their 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, they shall be compensated at the then-current IRS mileage rate, upon submittal of a mileage log approved by their 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 their 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 their total compensation will be the same as if they had been working and paid their regular rate. However, if such an employee after reporting for jury duty is excused for the day, they 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.

ARTICLE 17.

WAGES:

Section 1. If the Maintenance 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 they shall receive the foreman's rate of pay during such designation.

Section 2. License Expenses and Stipend: For employees who are seeking a professional license that is required or preferred by the Employer, the Employer shall pay the cost of the class or training and shall pay the fee for one (1) examination. For employees who are maintaining a professional license that is required or preferred by the Employer, the Employer shall pay the cost of required continuing education and renewal fees. Any expenses under this Section must be approved in advance by the Employer.

For employees who are maintaining a special license that is not required or preferred by the Employer, but which the Employer deems beneficial, the Employer shall pay a reasonable hourly stipend, determined after negotiation with the Union.

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 their absence. The employee working shall receive the shift premium.

Section 4. Pay Structure: The Pay Structure for all employees covered by this Agreement is included in Appendix A.

Section 5. New Hires: The Employer shall assess the relevant prior experience of a new hire, taking into consideration peer and supervisor equity.

Section 6. Promotions and Demotions: In the event of a promotion (see Article 8) or demotion, the employee will move to the Pay Grade for the new job title and maintain their position on the Pay Range.

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, they 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. Employees who work in a non-office setting shall wear fire protective clothing as required by law or recommended by the Safety Committee. Such employees are authorized up to Two Thousand Seven Hundred and no/100s Dollars (\$2,700.00) in a three (3) calendar year period toward the purchase of fire protective clothing.

Section 2. 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. If such clothing is damaged on the job, the Employer shall replace it.

Section 3. In the event employees are no longer required to wear fire protective clothing, the above

sections shall cease to be in effect.

Section 4. Employees who work in a non-office setting are authorized up to One Thousand Three Hundred Fifty and no/100s Dollars (\$1,350.00) in a three (3) calendar year period toward the purchase of safety clothing.

Section 5. Employees who work in a non-office setting shall be reimbursed for safety shoes. Such employees are authorized up to Six Hundred Dollars (\$600.00) in a three (3) calendar year period toward the purchase of safety shoes.

Section 6. Employees who work in a non-office setting shall be reimbursed for prescription safety eyewear. Such employees are authorized up to Five Hundred Dollars (\$500.00) in a three (3) calendar year period toward the purchase of prescription safety glasses.

ARTICLE 20.

TERM OF AGREEMENT: Section 1. The provisions of this Agreement shall remain in effect from January 1, 2024 to December 31, 2026, 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**

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

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director

Appendix A

GRPU Pay Structure

Appendix A

2024 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$23.62	\$28.98	\$34.34
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$28.35	\$34.78	\$41.21
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$30.33	\$37.21	\$44.09
4	Journey Line Worker	\$37.76	\$46.33	\$54.90
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$39.65	\$48.65	\$57.65
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$41.63	\$51.08	\$60.53

Note: Current employees will be placed based on the May 16, 2024 placement sheet (scenario 14).

2025 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$24.06	\$29.52	\$34.99
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$28.88	\$35.43	\$41.99
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$30.89	\$37.91	\$44.92
4	Journey Line Worker	\$38.47	\$47.20	\$55.93
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$40.39	\$49.56	\$58.73
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$42.41	\$52.04	\$61.66

Note: The 2025 negotiated wage increase was 3.75% so employees' 2024 wages will be increased by 3.75% for 2025.

Note: The annual pay structure movement is 50% of the negotiated wage so the 2025 midpoint wages are 1.875% higher than the 2024 midpoint wages.

2026 Pay Structure

Pay Grade	Job Titles	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	Customer Service Representative, Maintenance III, Purchasing Clerk	\$24.51	\$30.08	\$35.64
2	Accounting Technician, Accounting Technician - Payroll/Benefits, Lead Customer Service Representative, Maintenance II -Facilities, Maintenance II - Systems, Wastewater Treatment Plant Operator, Water Treatment Plant Operator	\$29.42	\$36.10	\$42.77
3	Information Systems Analyst, Maintenance I - Facilities, Maintenance I - Systems	\$31.47	\$38.62	\$45.76
4	Journey Line Worker	\$39.19	\$48.08	\$56.98
5	Electric Meter Technician, Line Crew Lead, Maintenance Electrician, Project Coordinator - Electric	\$41.15	\$50.49	\$59.83
6	Line Crew Foreman, Maintenance Foreman, Wastewater Operations Director, Water Operations Director	\$43.21	\$53.01	\$62.82

Note: The 2026 negotiated wage increase was 3.75% so employees' 2025 wages will be increased by 3.75% for 2026.

Note: The annual pay structure movement is 50% of the negotiated wage so the 2026 midpoint wages are 1.875% higher than the 2025 midpoint wages.

**Letter of Agreement
Between**

**PUBLIC UTILITIES COMMISSION
GRAND RAPIDS, MINNESOTA**

and

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

The parties to this Letter agree that, in the event of a declared Emergency or an approved response to a call for Mutual Aid, this Letter shall apply, rather than the Collective Bargaining Agreement between the parties.

1. For Emergencies on Employer Property or in Employer's Service Territory:

- a. The Employer will declare the start, the end and the scope of the Emergency. Emergency pay for employees already working will start after management has declared the start of the Emergency. Employees who were not working when the Emergency was declared shall receive Emergency pay at the start of their next work day or when called in.
- b. During a declared Emergency, all work hours for employees directly assigned by management to the restoration effort will be paid at two times their regular straight time rate. Notwithstanding the foregoing, when such employees perform such work on a holiday that is recognized in the Collective Bargaining Agreement, they will also be paid for eight (8) hours of holiday pay at their regular straight time rate.
- c. Employees will be available to work sixteen (16) hours, and have eight (8) hours rest after being released from work, before being required to return to work.
- d. When the Emergency has ended, all employees will return to their regular schedule.
- e. Up to three (3) meals per day will be eaten on paid time. These meals will be provided by the Employer via credit card or other means.

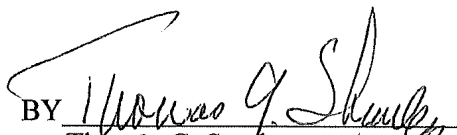
2. For Mutual Aid:

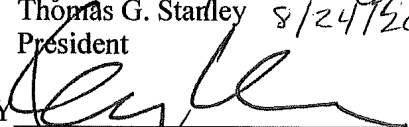
- a. Management reserves the right not to deplete the workforce, and will determine the number of employees that will be allowed to respond to a call for Mutual Aid.
- b. When the Employer agrees to participate in Mutual Aid, volunteers will be requested. If more employees volunteer than are needed, then volunteers will be chosen based on a rotational basis. Seniority will be used, if needed, to choose volunteers with equal rotations.

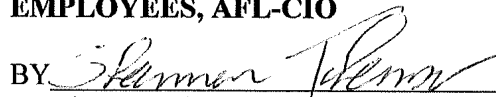
- c. During Mutual Aid, all work hours for employees directly assigned by management to the restoration effort will be paid at two times their regular straight time rate. Notwithstanding the foregoing, when such employees perform such work on a holiday that is recognized in the Collective Bargaining Agreement, they will also be paid for eight (8) hours of holiday pay at their regular straight time rate.
- d. Employees will be available to work sixteen (16) hours, and have eight (8) hours rest after being released from work, before being required to return to work.
- e. The following employees are not eligible to participate in Mutual Aid:
 - Anyone not released for full duty (not able to perform 100% of duties).
 - Anyone who does not possess a Commercial Driver's License (CDL).
 - Any apprentice.
- f. The Mutual Aid will begin when employees are directed to prepare for transport to the requesting company's location and will end when returning to the Employer's property.
- g. When the Mutual Aid has ended, all employees will return to their regular schedule.
- h. Employees will not be asked to commit to more than fourteen (14) days of Mutual Aid work per event.
- i. Up to three (3) meals per day will be eaten on paid time. Meals not provided by the host utility will be paid via the Employer credit card.
- j. Employees will be provided lodging when performing Mutual Aid work at a location that is more than sixty (60) miles from the Employer's office. The host utility will be informed that our employees require individual hotel rooms when available and paid for by the host utility.

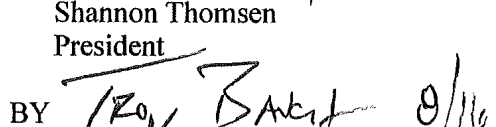
GRAND RAPIDS PUBLIC UTILITIES COMMISSION

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

BY 
 Thomas G. Stanley 8/24/2021
 President

BY 
 Kathy Kooda 8/24/2021
 Secretary

BY  8-16-21
 Shannon Thomsen
 President

BY  8/16/2021
 Troy Bauch
 Labor Representative

MEMORANDUM OF UNDERSTANDING

The parties have agreed that employees get the opportunity to choose either a paid meal break which may be interrupted or an unpaid meal break which cannot be interrupted. This Memorandum supersedes the break policy in the personnel policy.

Meal Breaks:

All employees have the opportunity to request their preferred meal break structure. The options are as follows:

- (1) A paid meal break of thirty (30) minutes, which must be taken on the premises, and which may be interrupted if required by operational needs; or
- (2) An unpaid meal break of thirty (30), forty-five (45), or sixty (60) minutes, which may (but need not) be taken on the premises, and which may not be interrupted.

Rest Breaks:

In accordance with applicable law, all employees shall have one paid rest break for every four consecutive hours worked, long enough to give the employee adequate time to utilize the nearest convenient restroom. Nursing mothers and lactating employees shall receive paid break time each day to express milk in accordance with applicable law.

Employees should be at their work site, ready for work at their designated start time and when returning from rest or meal breaks. Employees should leave the work site at the conclusion of their work schedule.

GRAND RAPIDS PUBLIC UTILITIES COMMISSION

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

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director

LETTER OF AGREEMENT

During collective bargaining for the 2024-2026 labor contract, the parties agreed they would discuss the standby and call out provisions during the term of the contract through the Labor Management Committee.

**GRAND RAPIDS PUBLIC
UTILITIES COMMISSION**

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

BY _____
Thomas G. Stanley
President

BY _____
Shannon Thomsen
President

BY _____
Luke Francisco
Secretary

BY _____
Troy Bauch
Field Director