

Agreement

between

Blue Earth Board of Public Works
City of Blue Earth, Minnesota

and

AFSCME COUNCIL 65, AFL-CIO, LOCAL UNION #1204-4,



January 1, 2021 thru December 31, 2023

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PREAMBLE

Section A.

This Agreement entered into by the Board of Public Works of the City of Blue Earth, Minnesota, hereinafter referred to as the "EMPLOYER", and Local Union 1204, affiliated with Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

Section B.

This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I - RECOGNITION

Section A.

Pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, Case No. 70-PR-716, dated March 4, 1970, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for:

All employees of the Board of Public Works in the Power Plant, Line Distribution Maintenance and Water Department, Power Plant Superintendent, Line Superintendent, and Water Superintendent, whose employment service corresponds to the definition contained in Minnesota Statutes 179.63, Subd. 14, excluding supervisors, clerical, professional, and all other employees.

Section B.

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Section C.

Full-time "summer help" will not be covered by this Agreement, but ,will not be used to avoid recall of regular full-time employees on layoff.

ARTICLE II - DEFINITIONS

Section A.

EMPLOYER, as used in this Agreement, means the Blue Earth Board of Public Works, or its designated representative(s).

Section B.

UNION, as used in this Agreement, means Local 1204, Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO.

Section C.

EMPLOYEE, as used in this Agreement, means a person who is in the bargaining unit that is defined by Article I, Recognition, Section A.

1. PROBATIONARY EMPLOYEE, as used in this Agreement, means a person who is in the bargaining unit and has not completed the required probationary period as established in this Agreement.
2. REGULAR EMPLOYEE, as used in this Agreement, means a person who is in the bargaining unit and who has completed the probationary period and who works an average 40 hour week.
3. PART-TIME EMPLOYEE, as used in this Agreement, means a person in the bargaining unit who has passed the probationary period and is scheduled to work an average of less than 40 hours per week.

ARTICLE III - UNION SECURITY

Section A.

The Employer agrees to deduct the Union membership monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees, together with an itemized statement, shall be remitted to the Treasurer by the 10th of the succeeding month after such deductions are made. The authorization shall be irrevocable during the term of this Agreement.

Section B.

The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section C. Bulletin Boards

The Employer agrees to maintain space on departmental bulletin boards to be used for Union business only. The Union agrees that this bulletin board will be used to announce meetings and other union business. The Union agrees that inflammatory or political items may not be posted.

Section D.

Upon proper identification, a Union representative will be admitted to the premises during working hours for the purpose of determining whether or not this Agreement is being adhered to by the parties; provided, however, that said representative must first obtain permission of the Employer. The Union representative shall so conduct himself so as not to interfere with the employee's work or disrupt departmental operations. The Union representative shall observe the safety rules of the Employer.

ARTICLE IV - MANAGEMENT RIGHTS

Section A.

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the departments, including such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organization, structure and direction and number of personnel.

Section B.

Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Employer to subcontract work done by the members of the bargaining unit.

Section C.

The Employer shall have the right to establish and enforce reasonable work rules and regulations.

ARTICLE V - HOURS OF WORK

Section A. Regular Hours.

This Article and Article VI are intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week other than all employees will work at least 40 hours per week. The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch hour not to exceed one (1) hour.

Section B. Work Week.

Except when on on-call/standby, the work week shall consist of 40 hours per week, Monday through Friday. All work performed on the weekend will be paid at time and one-half (1-1/2) the employee's regular hourly rate of pay for all hours worked.

Section C. Work Schedules.

Work schedules showing the employees shifts, workdays and hours shall be posted at all times. Except for emergency situations, work schedules shall not be changed unless the

Employer gives three (3) days notice of such change.

Both parties agree to meet prior to changes in the scheduling system, including elimination of shifts or implementation of an "on-call" system.

Section D. On-Call/Standby

In the event that the supervisor assigns on-call to Linemen and Watermen, the assignment shall be on a rotating basis from Tuesday immediately after work until the following Tuesday immediately prior to work. Employees assigned on call shall receive on-call pay of four hundred dollars (\$400.00) for each on-call per week (\$57.15 per day) in addition to their regular wage regardless of the number of times called out beyond the first time. Any changes necessary to the on-call schedule will be made by the supervisor. Employees assigned on-call shall respond to a call within 20 minutes. In the event employees are called into work on any Sunday, the employee shall be paid two times his or her regular hourly pay rate for all hours worked.

Section E. Scheduling Responsibility

Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer

Section F. Summer Hours

From May 1st through October 31st, employees will be allowed to work (4) nine hour days beginning at 6:30 am and ending 4:30 pm and working 4 hour on Friday. During the "Summer Hours," Friday minimum call out time for calculating overtime will be 1 hour instead of the normal 2 hours of minimum overtime.

ARTICLE VI - WORK BREAKS

Section A. Rest Periods.

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift of eight (8) hours or more.

Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift except in case of emergency. In addition, they shall be granted the regular rest periods that occur during the shift.

Due to the nature of the work, occasionally, employees will be required to work through either a portion of or their entire lunch break. Employees will make a reasonable effort to contact the General Manager prior to engaging in the work. Employees working through a portion or all of their lunch break shall be paid at their regular rate of pay.

Section B. Meal Periods.

All employees shall be granted a lunch period during each work shift, whenever possible, the lunch period shall be scheduled at the middle of the shift.

ARTICLE VII - HOLIDAYS

Section A. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veterans Day (November 11)
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	1 Floating Holiday *

* The floating holiday shall be granted at the discretion of the Supervisor so as not to interfere with the normal day to day operation of the Utility.

Employees of this bargaining unit will receive the Martin Luther King holiday if other employees of the Utilities Department are granted the holiday.

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section B. Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular workday is more or less than eight hours.

Eligible employees whose workday differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular workday.

Section C. Holiday.

If an employee works on any of the holidays listed in Section A, either the observed Holiday or actual Holiday, the employee shall be paid two times his or her regular hourly pay rate for all hours worked, in addition to holiday pay.

ARTICLE VIII - VACATIONS

Section A. Eligibility and Allowances.

Regular employees shall be granted paid vacation leave in accordance with the following schedule:

<u>Continuous Service Requirements</u>	<u>Accrual of days Per Year</u>
0 - 5 years	10 days
after 5 years	15 days
after 10 years	18 days
after 15 years	21 days
after 20 years	24 days
after 25 years	27 days
after 30 years	30 days

Section B. Probationary Employees.

Probationary employees shall accrue vacation from their date of hire, but, shall not be entitled to use such vacation leave until they have successfully completed their first year of employment. Employees who do not successfully pass probation will not be paid for such accrued vacation upon separation.

Section C. Vacation Year.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Section D. Usage.

Employees shall arrange their vacation period and usage with the immediate supervisor. Employees shall request vacation at least two (2) weeks in advance, except in the case of an emergency. Vacation shall be granted to employees on a first come, first serve basis.

Section E. Vacation Rights in Case of Layoff or Suspension.

Any non-probationary employee who is laid off, discharged, retired or separated from the service of the Employer, for any reason, prior to taking all accrued vacation, shall be compensated in cash for the unused vacation earned at the time of separation.

Section F. Holiday During Vacation.

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional workday.

Section G. Sick Leave During Vacation.

Should an employee contract any illness or disability during his vacation that requires

the attention of a physician, the period of sickness or disability shall be charged as sick leave and the charge against vacation reduced accordingly, with the prerogative of Management to request a doctor's certificate.

Section H. Funeral Leave During Vacation.

In the event of death in the immediate family during the employee's vacation, the employee shall be granted funeral leave as provided in this Agreement.

Section I. Work During Vacation.

No employee shall be required to work during his vacation, except in the case of emergency.

Section J.

Employees shall be allowed to carry over five (5) vacation days into the new calendar year. Employees may carry unused time forward to the next benefit year. Employees will be allowed to carry no more than 180 hours (4.5 weeks) of vacation time at the end of the year of a given calendar year.

ARTICLE IX - SICK LEAVE

Section A. Accumulation and Usage.

Any regular employee contracting or incurring any sickness or disability which renders the employee unable to perform the duties of his or her employment shall be permitted to use accrued sick leave with pay as provided in this Article.

All regular employees shall be granted one (1) day of sick leave for each month of employment. Unused Sick leave may accumulate to one hundred eighty (180) days for purposes of sick leave, and one hundred eighty (180) days for purposes of retirement incentives.

A doctor's certificate may be required for an illness that extends beyond two (2) days.

Section B. Workers Compensation.

If an employee receives a compensable injury and has benefits under sick leave, the Employee may make up the difference between the Workers Compensation Insurance payments received and the employee's regular bi-weekly pay by using accumulated sick time, same to be deducted from said sick leave benefits. In no instance will be employee be permitted to supplement workers compensation in an amount greater than their net normal wage.

Section C. Probationary Employees.

Probationary employees shall accrue sick leave from their date of hire, but, shall not be entitled to use such leave until they have successfully completed their probationary period.

Section D.

After an employee has accumulated ninety-six (96) days of sick leave, the employee will receive one (1) day of regular wages for each calendar year that the employee accumulates eleven (11) or more days of sick leave. The calendar year shall run from December 1st to December 1st.

Section E.

Employees shall be allowed the use of sick leave for the purpose of their own illness or injury or for absences due to an illness of or injury to the employee's child, as defined in the statutory sick leave benefits law, 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 sick leave benefits for the employee's own illness or injury.

An employee may use sick leave as allowed under this section for safety leave, for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph the terms are as defined by law.

The safety leave and personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period.

Employees may also use sick leave where otherwise required by law.

ARTICLE X - LEAVES OF ABSENCE

Section A. Eligibility Requirements.

Employees shall be eligible for leave of absence after three (3) months service with the Employer.

Section B. Application for Leave.

(1) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(2) Authorization for a leave of absence, if granted, shall be furnished to the employee by the Employer, and it shall be in writing.

(3) Any request for a leave of absence shall be answered promptly; requests for

immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted, if possible.

(4) A request for a short leave of absence-a leave not exceeding one (1) month-shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

(5) In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested, except as limited by this Article.

(6) The Employer shall not consider requests for leaves in excess of one (1) year.

(7) Any leave granted in excess of six (6) months shall not assure the employee of return to the position held at the time the leave was granted.

Section C. Paid Leaves:

(1) Funeral Leave - In the event of a death in the immediate family of a regular employee, the employee shall be granted up to five (5) days leave of absence with full pay, depending on the circumstances, to make household arrangements, arrange for medical services, or to attend funeral services. The minimum funeral leave for a family member is three (3) days. For purposes of this subsection, the immediate family shall mean the employee's spouse, child, step-child, mother, stepmother, father, step-father, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, guardian, ward, grandparents or spouse's grandparents.

(2) Jury Duty - All regular employees shall receive leave of absence when called for jury duty. The employee shall be paid at the regular rate of pay by the Employer, less the amount of per diem received while serving on jury duty. Employees shall return to work whenever dismissed from active jury duty.

(3) Voting Time - Every employee who is entitled to vote at any election is entitled to absent himself from his work for the purpose of voting during such election day without penalty or deduction from his salary or wages on account of such absence.

(4) Military Service - Employees who are members of a reserve force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence in accordance with Federal and State statutes.

(5) Training -

- A. Any employee who is permitted by the Employer to attend professional meetings, conferences or training schools that are in the interest of the Light and Water Department, shall be granted a leave of absence with pay.

- B. The maximum daily pay shall not exceed eight (8) hours at the appropriate rate of pay.

Section D. Unpaid Leaves:

(1) Reasonable Purpose - Leaves of absence for a limited period of time shall be considered by the Employer for any reasonable purpose. In general, this leave shall not exceed five (5) consecutive working days.

(2) Military Service - Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for a period of military service during a national emergency, in accordance with Federal and State Statutes.

(3) Union Business - Employees elected to take any Union office or selected by the Union to do work which takes them away from their employment with the Employer shall, at the written request of the Union at least two (2) weeks prior to the date the leave commences, be granted a leave of absence. The leave of absence shall not exceed twelve (12) days in a calendar year for total Union membership. Not more than two (2) employees shall be on the leave at one (1) time. It is agreed that serving as Union officer beyond the local level is a reasonable purpose for leave of absence as provided for in the previous subsection.

ARTICLE XI - WAGE SCHEDULE

Section A.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this Agreement.

Section B.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance.

Section C.

Compensation for newly hired Individual Employees

- As a general rule, an employee should be hired at or above the minimum of the pay grade. The minimum is considered an equitable amount of pay for an employee meeting the minimum qualifications of the jobs.
- Compensation for a newly-hired employee will reflect the individual's applicable work experience and pay history.

ARTICLE XII - MINIMUM TIME PAY ALLOWANCE

Section A. Call Time.

Any employee physically called to work outside of the employee's regular scheduled shift shall be paid a minimum of two (2) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. An extension of a scheduled shift shall not be considered as a call out; however, an employee shall be paid the overtime rate for any hours worked prior to the scheduled reporting time. This Section will not apply to individuals called out while being compensated pursuant to the On-Call/Standby as outlined in Article V, Section E and F.

ARTICLE XIII – OVERTIME

Section A. Rate of Pay.

Employees will receive overtime compensation for hours worked in excess of forty (40) per week at time and one-half the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

Section B.

Overtime generally will be on a voluntary basis. If the overtime work cannot be covered voluntarily, then employees will be required to work overtime. In the case of emergency, overtime is required.

Section C.

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

Section D. Storm Pay/Hours.

If an employee is required to work additional hours related to storm damage, the first (5) hours over their normal shift would be at time and one-half (1-1/2.) All hours after five (5) additional hours will be compensated at two (2) times their regular rate of Pay.

Section E.

Employees will be provided one hour of Overtime for a Water plant check during non-scheduled workdays (Sat) while on call. This is an addition to the “on call” stipend, but not considered a “call out”

Section F.

An Employee shall not be required to take time off during the standard work week to avoid payment of Overtime.

ARTICLE XIV – SENIORITY

Section A.

Upon the successful completion of a six (6) month probationary period, new employees shall be designated as regular employees and added to the seniority list. Their seniority shall revert to their first day of work.

Section B.

The Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee in their respective classification. The seniority list will be reviewed at least every twelve (12) months and changes made as necessary. If no employee objects to the accuracy of the posted seniority within ten (10) days after posting, the seniority will stand as posted.

Section C.

Seniority shall be by classification. Employees shall be laid off by seniority in their respective classifications, so long as the employees remaining on the job are qualified and capable of performing the necessary work. Likewise, in rehiring, the employees will be returned in reverse order of seniority, so long as the job available can be filled by the employee who has returned according to qualifications and capability.

Section D.

Employees laid off from the classification will have the right to bump the most junior employee in another classification when the employee so bumping into the other classification has performed work in the classification for at least two years. Said bumping will be allowed to an equal or lower classification and only when the Employer will be provided with competent and qualified employees to perform the necessary work.

Section E.

Seniority will be broken by resignation, discharge, layoff for more than one (1) year, retirement, promotion out of the bargaining unit, or failure to return from a leave of absence.

ARTICLE XV - TRANSFERS AND PROMOTIONS

Section A.

An employee may request a transfer from one department to another, a department head may request the transfer of an employee, or the manager may order a transfer. Transfers may be made by reason of the fact that a department is over-staffed or a department is understaffed, or when an employee has requested and been selected for a position in a different department. All transfers are subject to the approval of the manager.

Section B.

Department heads and the manager will advise all employees, by posting a notice for five (5) days, when a vacancy exists, which would be filled by promotion. Promotions of the employees into a nonsupervisory position will then be granted in accordance with seniority, providing the employee is qualified, capable and physically able to perform the work necessary. Any employee promoted is then on probation for six (6) months in the new job, and demotion may be made during this period when and if it is found that the employee is not qualified to carry out the duties of the position he has been appointed to. Demotion may also be made if it is found that an employee is not performing efficiently, or if he is not complying with the rules and regulations applicable to the position. Any employee who is demoted or who is transferred shall be reinstated to the position from which he was taken, unless charges are preferred and he is discharged, as provided in this Contract.

ARTICLE XVI - DISCIPLINE AND DISCHARGE

Section A.

Disciplinary actions may include any of the following measures, based on the severity of the cause:

- 1) Oral reprimand
- 2) Written reprimand
- 3) Suspension
- 4) Discharge

Section B.

No regular employee shall be disciplined or discharged without just cause.

Employee personal files can only be altered in the following manner:

- Both the employee and the General Manager have to mutually agree to remove the item in question.
- The employee can attach a written explanation to the document in question

ARTICLE XVII – INSURANCE

Section A.

All full-time employees covered by this Agreement shall be eligible for the hereinafter described insurance coverage.

Section B.

The Employer will provide a standard life insurance policy for all regular and probationary employees covered by this Agreement. The Employer will determine the benefit level of the standard policy at its discretion.

Section C.

The employer will provide payment of \$500.00 the cap per month for all regular and probationary employees covered by this Agreement in 2021. The Employer will provide payment of \$500.00 the cap per month for all regular and probationary employees covered by this Agreement in 2021. The difference between the cap and the price of the premium will be split between the employer 70% and the employee 30%. Any amount owed by the employee will be deducted equally on the first and second payrolls of the month. This is to provide group hospital and medical coverage, subject to the limitations, benefits and conditions established by contract with the insurance carrier. The aggregate value of benefits shall not be reduced except upon agreement by the union. For the length of this contract (2021-2023) the Employer will deposit the IRS maximum amount of the deductibles for both single and family insurance annually.

Section D.

All regular employees or employees with eligible dependents have the option to be covered by the family plan during open enrollment or as otherwise required by law.

Section E.

The Employer will provide an employer paid basic dental plan as listed in Appendix D.

Section F.

Part-time employees shall not be eligible for the insurance coverage established by this Agreement.

ARTICLE XVIII - RESIGNATION AND RETIREMENT

Section A. Retirement.

At the time of P.E.R.A. qualified retirement, employees shall be credited with eight (8) hours for each day of sick leave accumulated. For the purpose of calculating retirement credits, the maximum sick leave accumulation shall be one hundred eighty (180) days. One hundred percent (100%) of the retirement credit will be paid into the Minnesota Health Care Savings Plan under MN Statutes Section 352.98 on behalf of the employee and will be calculated at the

employee's current rate of pay times the total eligible hours, maximum of one thousand, four hundred forty (1,440 hours) based upon the eight hour per day limit and the one hundred eighty (180) day limit. When transferring the funds into the Minnesota Health Care Savings Plan, the Employer shall add to the total an amount equal to the current FICA percentage of the sick leave conversion.

Section B. Resignation.

Employees may resign at any time and when so resigning must give at least two (2) weeks' notice of his intention. Failure to give said two (2) weeks' notice may cause the notation "released with prejudice" to be entered on the employee's personnel record.

ARTICLE XIX - GRIEVANCE PROCEDURE

Definitions.

Grievance: "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statute 179A.20

Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statute.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Employees: "Small group of employees" means a group of employees consisting of five or less.

Answer: "Answer" means a concise response outlining the Employer's position on the grievance.

Section A. Grievances shall be resolved in conformance with the following procedure:

Step 1.

An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance to the employee's (Direct Supervisor) as designated by the Employer. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing

setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2.

If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (General Manager). The General Manager give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3.

If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative (Board of Public Works, Union Sub Committee). The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance final answer shall be considered waived. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Step 4.

The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Section B. Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section C. Processing of a Grievance.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative shall be allowed a reasonable amount of time without pay, for the investigation or presentation of grievances during normal working hours provided the aggrieved employee(s) and the steward have previously notified and received approval from their designated supervisor where the designated supervisor has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. The designated supervisor will be notified when the steward or grievant employee(s) returns to the work station and resumes duties.

Section D. Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step.

ARTICLE XX - GENERAL PROVISIONS

Section A.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color, national origin, status with regard to public assistance, disability, sexual orientation, political belief, religious belief, or Union or non-Union membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section B.

All authorized in-service training shall be at the expense of the Employer and shall take place during working hours when possible.

Section C.

All employees shall have the right to inspect their personnel file during working hours in the presence of the Employer.

Section D.

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or device shall be furnished by the Employer. The Employer shall furnish the employee with one pair of safety glasses per year. In the event the safety glasses are broken on the job, the Employer shall pay for the cost of replacing the employee's safety glasses, or repair, whichever is least expensive.

According to national safety codes and operational safety procedures in force and updated periodically by the Board, the Employer shall provide all required personal protective equipment (PPE). The Employer reserves the right to implement and supply PPE. Employees have a responsibility to use and care for PPE properly

Section E.

The Employer may require physical examination at the expense of the Employer, to be given by a physician at the United Hospital District, Blue Earth. The report shall certify whether or not the employee is fit for duty.

Section F.

The Employer shall not require employees to work out of doors during heavy or continuous storms or weather that is zero degrees or less with a ten (10) mile per hour wind, unless such work is necessary to protect life or property or maintain service to the public.

Section G. Apprenticeship.

The parties agree that during the contract term of this Agreement, a formal apprenticeship program shall be established for Power Line Worker.

ARTICLE XXI - SAVINGS CLAUSE

Section A.

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

Section B.

Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment, whether specifically covered or not specifically covered by this Agreement.

Section C.

Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby waived.

ARTICLE XXIII - MUTUAL CONSENT CONTINGENCY

Section A.

This Agreement may be amended at any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.


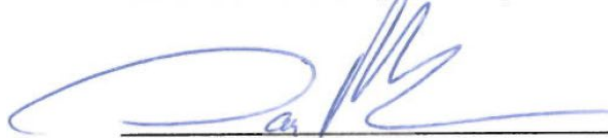
ARTICLE XXIV - DURATION

This Agreement shall be effective as of the 1st day of January, 2021, and shall remain in full force and effect until the 31st day of December, 2023. It shall automatically be renewed from year to year thereafter, unless the Union notifies the Employer in accordance with the Public Employment Labor Relations Act of 1971, as amended, that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable. This Agreement shall remain in full force and be effective during the period of negotiations.


IN WITNESS THEREOF, the parties have caused this Agreement to be executed this 29 day of April, 2021.

Board Of Public Works, Blue Earth, MN

FOR THE UNION



4-29-21
Local UNION President



General Manager



4/23/2021
Council 65 Labor Representative

APPENDIX A – WAGE SCALE

Appendix A - Wage Scale

2020 Union Wage Scale (existing)

Grade	Interval	Start	Step 1	Step 2	Step 3	Step 4
C2WS	12 Months	\$27.64	\$29.36	\$31.09	\$31.64	\$32.18
<u>WS</u>	<u>12 Months</u>	<u>\$32.27</u>	<u>\$33.41</u>	<u>\$34.54</u>	<u>\$35.68</u>	<u>\$36.81</u>
CE3	12 Months	\$28.42	\$29.01	\$30.69	\$32.39	\$34.10
<u>PPS</u>	<u>12 Months</u>	<u>\$32.59</u>	<u>\$34.01</u>	<u>\$35.43</u>	<u>\$36.85</u>	<u>\$38.27</u>
C3L	12 Months	\$28.69	\$30.48	\$32.28	\$34.07	\$35.87
C3LS	12 Months	\$29.82	\$31.61	\$33.41	\$35.19	\$37.00
<u>LS</u>	<u>12 Months</u>	<u>\$33.97</u>	<u>\$35.77</u>	<u>\$37.56</u>	<u>\$39.36</u>	<u>\$41.15</u>

2021 Union Wage Scale (5% Increase)

Grade	Interval	Start	Step 1	Step 2	Step 3	Step 4
C2WS	12 Months	\$29.02	\$30.83	\$32.64	\$33.22	\$33.79
<u>WS</u>	<u>12 Months</u>	<u>\$33.88</u>	<u>\$35.08</u>	<u>\$36.27</u>	<u>\$37.46</u>	<u>\$38.65</u>
CE3	12 Months	\$29.84	\$30.46	\$32.22	\$34.01	\$35.81
<u>PPS</u>	<u>12 Months</u>	<u>\$34.22</u>	<u>\$35.71</u>	<u>\$37.20</u>	<u>\$38.69</u>	<u>\$40.18</u>
C3L	12 Months	\$30.12	\$32.00	\$33.89	\$35.77	\$37.66
C3LS	12 Months	\$31.31	\$33.19	\$35.08	\$36.95	\$38.85
<u>LS</u>	<u>12 Months</u>	<u>\$35.67</u>	<u>\$37.55</u>	<u>\$39.44</u>	<u>\$41.32</u>	<u>\$43.21</u>

2022 Union Wage Scale (3% Increase)

Grade	Interval	Start	Step 1	Step 2	Step 3	Step 4
C2WS	12 Months	\$29.89	\$31.75	\$33.62	\$34.22	\$34.80
<u>WS</u>	<u>12 Months</u>	<u>\$34.90</u>	<u>\$36.13</u>	<u>\$37.36</u>	<u>\$38.58</u>	<u>\$39.81</u>
CE3	12 Months	\$30.74	\$31.37	\$33.19	\$35.03	\$36.88
<u>PPS</u>	<u>12 Months</u>	<u>\$35.25</u>	<u>\$36.78</u>	<u>\$38.32</u>	<u>\$39.85</u>	<u>\$41.39</u>
C3L	12 Months	\$31.03	\$32.96	\$34.91	\$36.85	\$38.79
C3LS	12 Months	\$32.25	\$34.19	\$36.13	\$38.06	\$40.02
<u>LS</u>	<u>12 Months</u>	<u>\$36.74</u>	<u>\$38.68</u>	<u>\$40.62</u>	<u>\$42.56</u>	<u>\$44.50</u>

2023 Union Wage Scale (3% Increase)

Grade	Interval	Start	Step 1	Step 2	Step 3	Step 4
C2WS	12 Months	\$30.79	\$32.71	\$34.63	\$35.25	\$35.85
<u>WS</u>	<u>12 Months</u>	<u>\$35.95</u>	<u>\$37.21</u>	<u>\$38.48</u>	<u>\$39.74</u>	<u>\$41.00</u>
CE3	12 Months	\$31.66	\$32.32	\$34.19	\$36.08	\$37.99
<u>PPS</u>	<u>12 Months</u>	<u>\$36.30</u>	<u>\$37.89</u>	<u>\$39.47</u>	<u>\$41.05</u>	<u>\$42.63</u>
C3L	12 Months	\$31.96	\$33.95	\$35.96	\$37.95	\$39.96
C3LS	12 Months	\$33.22	\$35.21	\$37.22	\$39.20	\$41.22
<u>LS</u>	<u>12 Months</u>	<u>\$37.84</u>	<u>\$39.84</u>	<u>\$41.84</u>	<u>\$43.84</u>	<u>\$45.84</u>

APPENDIX B – HEALTH INSURANCE

The actual 2021 premiums are used as an example to demonstrate how the formula listed under Article 17 section C will be applied.

Insurance Premiums

1. BELW will pay the first \$500.00 (the cap) per employee per month toward health insurance premiums in 2021. BELW will pay the first \$500 (the cap) 2022 and 2023. This applies to both family and single coverage.
2. The difference between the cap and the price of the premium will be split between BELW 70% and the employee 30%. Any amount owed by the employee will be deducted equally on the first and second payrolls of the month. Employee insurance premiums are paid pre-tax through a BELW sponsored cafeteria plan.
3. Total monthly premiums for 2021 are as follows:

2017 Blue Cross Silver \$3700 HSA Plan 645	2021 Composite Rate	BELW Cost \$500/70%	Employee Cost 30%	Every payroll deduct (emp)
Single	<u>\$783.50</u>	<u>\$698.45</u>	<u>\$85.05</u>	<u>\$42.52</u>
Family	<u>\$1,958.00</u>	<u>\$1,520.60</u>	<u>\$437.40</u>	<u>\$218.70</u>

Deductible

4. The deductible under the BCBS plan is \$4,000.00 per person, \$8,000.00 per family. BELW will contribute the IRS maximum amount of the deductibles for both single and family enrollment tiers.
5. Out of Pocket Maximums. After the BCBS deductible has been paid, the additional out of pocket costs will be a maximum of \$4,000.00 per person, \$8,000.00 per family. The contributions from BELW to the employee’s HSA account can be utilized to offset the overall deductible cost. The remaining portion is the responsibility of the employee.
6. Prescription Drugs. Employees will be responsible for prescription cost. The HSA account can be used to cover prescription cost. Under the BCBS plan, prescription drug costs are included in the deductible cost maximum calculations of \$4,000.00 per person, \$8,000.00 per family. The plan currently has a BCBSM Preventive Drug List available to employees for no cost.

APPENDIX C – DENTAL INSURANCE

Insurance Premiums

BELW will provide for a basic single/family dental plan for active full-time employees. The insurance premium will be paid by the employer.

Deductible

The deductible of \$50 per person, \$150 max per family will be paid by the employee.

Plan Description

The plan provides for 100% coverage of preventative services, 80% coverage of basic services and 50% coverage of major services up to a calendar year maximum of \$1,000 per person.

**MEMORANDUM OF UNDERSTANDING
BLUE EARTH LIGHT AND WATER
and
AFSCME COUNCIL 65, LOCAL 1204-4**

This Memorandum of Understanding is entered into between the Blue Earth Light and Water (hereafter "Employer") and AFSCME Council 65 Local 1204-4 (hereafter "Union").

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement effective January 1, 2021 through December 31, 2023; and

WHEREAS, Line Superintendent Roger Davis has a catastrophic sick leave bank of 1350 hours, 2021;



WHEREAS, Water Superintendent Nick Bless has a catastrophic sick leave bank of 459 hours;

WHEREAS, employees Roger Davis and Nick Bless have catastrophic sick leave bank hours as a result of their previous terms and conditions of employment prior to being added to the bargaining unit and no other bargaining unit employees are eligible for catastrophic sick leave.



NOW, THEREFORE, the parties hereto agree as follows:

1. Employee Roger Davis has 1350 hours of catastrophic sick leave remaining on the Employer's records for use while he is employed if eligible in accordance with Personnel Policy Section 307 Sick Leave Benefits Catastrophic use requirements.
2. Employee Nick Bless has 459 hours of catastrophic sick leave remaining on the Employer's records for use while he is employed if eligible in accordance with Personnel Policy Section 307 Sick Leave Benefits Catastrophic use requirements.
3. Roger Davis and Nick Bless shall not accrue additional catastrophic sick leave hours.
4. Catastrophic sick leave shall have no cash value or other value upon separation from employment for any reason.
5. No other bargaining unit member has any catastrophic sick leave hours nor is eligible to accrue catastrophic sick leave hours.
6. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE UNION:

 4-22-2021
 4/22/2021
AFSCME Council 65
Labor Representative

FOR THE EMPLOYER:

 4/22/2021 General Manager
 4/22/2021 PERSONNEL
COMMITTEE