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AGREEMENT

BETWEEN

THE MORA PUBLIC UTILITY COMMISSION

AND

LOCAL 2889, AFSCME COUNCIL #65, AFL-CIO

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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## ARTICLE I PURPOSE

### Section 1. Agreement.

This AGREEMENT, entered into between the Mora Public Utilities Commission, Mora, Minnesota, hereinafter referred to as the Employer, and Local 2889, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, the Union, pursuant to and in compliance with Minnesota Statutes Chapter 179A, as amended, hereinafter referred to as the PELRA, has as its purpose to provide the terms and conditions of employment during the duration of this agreement, to promote harmonious relations between the Employer and the Union, and to establish an equitable and peaceful procedure for the resolution of differences.

## ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1. Recognition.

The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Bureau of Mediation Services and described as:

All employees of the Mora Public Utilities Commission, Mora, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week in the employee's appropriate unit, excluding supervisory and confidential employees.

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation for determination.

### Section 2. Other Agreements.

The Employer will not enter into any other agreements with members of the bargaining unit that conflict with the terms of this Agreement.

## ARTICLE III DEFINITIONS

### Section 1. Terms and Conditions of Employment.

Shall mean the hours of employment, the compensation thereof, including fringe benefits (except retirement contributions or benefits), and the employer's personnel policies

affecting working conditions. The terms in both cases are subject to the provisions of 179A.06 regarding the rights and obligations of public employees.

Section 2. Employee.

Shall mean all persons in the appropriate unit employed by the Employer. A reduction of hours to thirty-two (32) hours or more per week shall still be considered full-time for benefit purposes.

Section 3. Designation.

For purposes of administering this Agreement, the term "Employer" shall mean the Mora Public Utilities Commission members and its executive officers.

Section 4. Days.

Unless otherwise specified, means working days unless otherwise stated in this Agreement. Working days shall be those days when city hall is open.

Section 5. Other Terms.

Terms not defined in this agreement shall have those meanings as defined by Statute.

**ARTICLE IV  
EMPLOYER RIGHTS AND OBLIGATION**

Section 1. Inherent Managerial Rights.

The Employer is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities.

All employees covered by this Agreement recognize the right and obligation of the Employer to efficiently manage and conduct the operation of utilities within its legal limitations and with its primary obligation to provide service to its customers.

Section 3. Effect of Laws, Rules, and Regulations.

All employees covered by this Agreement shall be governed by the laws of the State of Minnesota, and by Employer rules, regulations, directives, and orders issued by properly designated officials of the Employer, provided that such do not violate the economics and working hour conditions of this Agreement as set forth herein. All employees covered by this Agreement also recognize the right, obligation and duty of the Employer and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Employer insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Employer, all employees covered by this Agreement and all provisions of this Agreement are subject to the rules, regulations, and the laws of the State of Minnesota and the Federal government. Any provision of this Agreement found to be in violation of any such

laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights.

The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are hereby reserved to the Employer.

**ARTICLE V  
EMPLOYEE RIGHTS AND OBLIGATIONS**

Section 1. Request for Dues Check Off.

Employees shall have the right to request and shall be allowed dues check off provided that dues check off and the proceeds thereof shall not be allowed if said organization has lost its right to dues check off pursuant to PELRA. Upon the receipt of an authorization card, the Employer shall deduct one twelfth of such dues from the twelve regular checks of each employee beginning with the first check following authorization. Such authorization shall continue in effect for the duration of this Agreement unless revoked in writing between January 1 and July 1 of each year. The amount will be paid each month to the AFSCME Council 65.

Section 2. Personnel Files.

The Employer shall keep a central personnel file for each employee. An employee may contact the Personnel Officer to schedule an appointment to inspect his/her personnel file. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained within.

**ARTICLE VI  
RATES OF PAY**

Section 1. Rates of Pay.

The wages and salaries reflected in Schedule A attached shall be a part of the Agreement for the period of this Agreement.

Section 2. Adjustments for changes in level of responsibility.

In the event that the nature of the duties of any employee changes during the course of the contract year adding or making sufficient changes in duties or responsibilities, the Employer may propose a higher wage rate for that employee. This proposal shall be submitted to the Union no later than ten (10) working days before the new rate is to begin.

If within ten (10) working days from the Union's receipt of the proposal, the Union and the Employer cannot agree on what the new rate should be, the Employer may institute a higher wage rate for the employee, and the matter shall be subject to negotiation when the contract opens up as provided in Article XVI, Section 1.

Section 3. "Me Too" Clause.

If full-time non-union employees receive a COLA or general wage adjustment greater than the AFSCME contract employees covered under the contract shall receive the increased percentage to match the non-union percentage.

**ARTICLE VII  
SENIORITY**

Section 1. Definition.

Seniority shall be defined as the length of continuous service with the Employer since the employee's latest date of hire less adjustments for the following reasons: when employee is on an approved unpaid leave of absence of thirty (30) or more consecutive calendar days; or when employee is off the job due to layoff.

Section 2. Seniority List.

Subd. 1. Within thirty (30) days after the parties have executed the Agreement, the Employer shall cause a seniority list (by name and date of employment) to be prepared from its records. It shall thereupon post such list on the Employer's bulletin board.

Subd. 2. Any person whose name appears on such a list and who may disagree with the findings of the Employer and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof, and request for seniority change to the Employer.

Subd. 3. Each year thereafter, the Employer shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, or cessation of services, or new employees.

Subd. 4. Upon 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 latest hire.

Subd. 5. If more than one person is hired on the same day, they will be placed on the seniority list in alphabetical order by last name.

Section 3. Break in Seniority.

Seniority will be broken by resignation, discharge, retirement, or failure to return from a leave of absence.



Section 4. Lay-Offs.

When the Employer finds it necessary to lay off personnel, it shall lay off the least senior person in each classification unless a more senior employee is less qualified.

Qualifications shall be the employee's ability to perform the Employer's standards for that job included in a written job description and written performance standards for each classification.

Section 5. Reinstatement.

If an employee is laid off and the position is reinstated within two (2) calendar years, that employee will have first opportunity for reinstatement. Return from layoff shall be in the inverse order of layoff. If reinstatement is offered and the employee does not accept, any future reinstatement rights are waived.

Section 6. Layoff Notice.

Two (2) weeks notice shall be given an employee if he or she is to be laid off.

Section 7. Vacancies.

The employer will post all job vacancies for ten (10) calendar days. The posting will include a job description and wage rate for the position.

Section 8. Transfer.

Employees who are offered job transfers in lieu of a layoff will transfer at their current wage rate except that if the top wage for the position transferred to is lower than the employee's current compensation level that the wage to be paid will be at the top step for the new position less any enhancements for licensing that may be paid in conjunction with the base pay. It is understood that licensing, etc., is integral to certain positions and is earned for attaining certain levels of training and expertise.

Section 9. Workers Compensation.

Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury incurred in the service of the Employer, under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation. The employee shall notify the employer as soon after the injury as possible whether he/she wants to use accumulated sick leave or vacation during the necessary absence.

Subd. 3. Such payment shall be paid by the Employer to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his Worker's Compensation check, endorsed to the Employer, prior to receiving payment from the Employer for his absence.

## **ARTICLE VIII GROUP INSURANCE**

### Section 1. Selection of Carrier.

The selection of the insurance carrier and policy will be made by the Employer. Any reduction of benefits will be negotiated with the Union.

### Section 2. Health and Hospitalization Insurance.

Subd. 1. The Employer shall pay the full single coverage for full-time employees. Effective January 1, 2014 the Employer shall contribute up to \$900 toward the monthly premium for single coverage. The employee shall be responsible for any amount over this contribution.

Subd. 2. The employee contribution toward dependent coverage shall be twenty five percent (25%) of the cost of dependent coverage, which shall be defined as the difference between family coverage and single coverage. Effective January 1, 2014 the Employer shall contribute up to \$1,300 toward the monthly premium for dependent coverage. The employee shall be responsible for any amount over this contribution.

Subd. 3. The employer shall provide \$50,000 in term life insurance for each employee.

### Section 3. Claims Against the Employer.

It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

### Section 4. Duration of Insurance Contribution.

An employee is eligible for the Employer's contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all Employer participation shall cease effective on the last working day.

### Section 5. Eligibility.

Employees regularly scheduled for thirty (30) hours per week or more shall be eligible for group health insurance benefits.

### Section 6. 125 Plan.

The employer establishes and maintains an IRS Section 125 Plan for the sole purpose of making employee Medical Insurance Contributions pre-tax.

Section 7. Dental Plan.

The employer shall establish an employee paid dental plan.

**ARTICLE IX  
SICK LEAVE**

Section 1. Sick Leave.

Subd. 1. A full-time employee shall earn sick leave at the rate of one (1) day (8 hours) for each month of service in the employ of the Employer to a maximum of twelve (12) days annually.

Subd. 2. Unused sick leave may accumulate to a maximum credit of one hundred (100) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the Employer whenever an employee's absence is found to have been due to illness which prevented his attendance and performance of duties that day or days, dental appointments, physical examination, and other similar sickness prevention measures. This section shall also apply to employee taking sick time to be used for immediate family as defined in Article X, Section 3, Leaves With Pay.

Subd. 4. The department head may require a physician's statement for absences of three (3) or more consecutive days, or for frequent absences or absences that follow a pattern (such as the same day of the week, or after a holiday weekend, etc.). This certification shall be provided by the Employee at their expense.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Section 2. Severance.

Upon separation Employees shall be entitled to pay for unused sick leave according to the provisions set below.

Subd. 1. Any Employee voluntarily terminating municipal service in good standing and who has given a sixty (60) day notice of termination shall receive payment for unused sick leave hours at their current hourly rate according to the following schedule:

<b>Years of Service</b>	<b>Sick Leave Pay Out</b>
After 10 years	10% of balance
After 15 years	15% of balance
After 20 years	20% of balance
After 25 years	25% of balance

a) The above schedule shall not be prorated or modified under any circumstances.

b) Years of service means years eligible to earn sick leave at 100% rate.

Subd. 2. Employees who are involuntarily terminated shall not be eligible for this severance.

Subd. 3. Employees who are eligible for severance pay and have been laid off must choose either:

a) To retain their recall rights, and not be paid for the severance pay at the time of lay-off. If the employee subsequently gives up their recall rights or the recall rights expire, the severance shall be paid to the employee based on the amount they would have received on the effective date of lay-off; or

b) To forfeit their recall rights and be paid for the severance pay at the time of lay-off.

### Section 3. Special Sick Leave.

Subd. 1. Purpose. It is the policy of the Employer to enable eligible Employees to bank excess sick leave and vacation leave for use in case of catastrophic need. The purpose of this policy is, under extraordinary conditions, to:

a) Provide time for Employees to tend to an illness of themselves or other family member;

b) Provide time for Employees to meet with healthcare providers;

c) Attract and retain Employees.

Subd. 2. Definition. For the purposes of this section, the term "other family member" includes the employee's spouse, children, and parents of either the Employee or their spouse.

Subd. 3. Eligibility. Regular, full-time Employees who are eligible for sick leave and vacation leave.

Subd. 4. Accrual. Employees who have reached the maximum accrual for sick leave and/or vacation leave shall have one hundred percent (100%) of their additional accruals at their regular rate placed in a special sick leave bank.

Subd. 5. Eligible Employees may accrue special sick leave to a maximum of eight hundred (800) hours.

Subd. 6. Compensation. Except as noted in this section eligible Employees shall be compensated in the same manner as for sick leave.

Subd. 7. Application. Except as noted in this section application for special sick leave shall be in the same manner as for sick leave.

Subd. 8. Special sick leave is only available for use after all sick leave, vacation leave, holidays, compensatory time, and other paid leaves have been exhausted.

Subd. 9. Use of special sick leave will run concurrent with FMLA leave.

Subd. 10. Severance. Upon separation Employees shall not be entitled to pay for unused special sick leave.

Subd. 11. Other.

- a) For the purpose of accumulating additional sick leave, holiday leave, and vacation leave, an Employee using special sick leave is not considered to be working; therefore no additional leave will be earned during special sick leave.
- b) Special sick leave pay hours shall not count toward the calculation of overtime.
- c) During an unpaid leave of absence, an Employee shall not claim special sick leave.
- d) An Employee cannot take more special sick leave than has been earned.
- e) Special sick leave must be taken in increments of one-quarter (¼) hour.
- f) Using or claiming special sick leave for a purpose not authorized may be cause for disciplinary action.

## **ARTICLE X LEAVES OF ABSENCE**

### Section 1. Eligibility Requirements.

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

### Section 2. General Conditions.

Subd. 1. Any request for a leave of absence shall be submitted in writing by the employee to his/her department head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

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

Subd. 3. Any request for a leave of absence shall be answered promptly; request 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.

Subd. 4. Seniority will not accrue on any leave of absence granted under the provisions of this Agreement as defined in Article VII, Section 1. Employees shall be returned to the position and seniority level held at the time the leave of absence was granted.

Subd. 5. Employees shall not request leaves in excess of one (1) year, except in case of illness or disability.

### Section 3. Leaves with Pay.

Subd. 1. Emergency Leave. Emergency leave of up to five (5) days may be granted by the Employer to any employee on account of death or major medical emergencies to a member of the immediate family. Emergency leave shall be deducted from accumulated sick leave, if applicable. Immediate family shall be defined to include spouse, children, grandchildren, parents or legal guardians of either the employee or his/her spouse, siblings of either the employee or his/her spouse, grandparents.

Subd. 2. Jury Duty. All regular employees shall receive leave of absence when called for jury duty. No deduction in salary will be made, but employees are required to reimburse the Employer the fees received for jury duty.

Subd. 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 the forenoon of such election day without penalty or deduction from salary or wages on account of such absence.

Subd. 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 paid leave of absence in accordance with Federal and State statutes.

Subd. 5. In-service Training. The Employer shall, whenever possible, provide for in-service training for its employees through workshops and inter-visitations. All employees must participate unless excused by the Employer. Direct costs of in-service required of employees will be paid by the Employer.

Subd. 6. Paid Negotiations. The Employer will pay for two (2) employees if negotiations with the Employer are held during scheduled shifts.

### Section 4. Leaves Without Pay.

Subd. 1. Reasonable Purpose. Leaves of absence without pay may be granted by the Employer for any reasonable purpose.

Subd. 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 the period of military service during a national emergency, in accordance with Federal and State statutes.

Subd. 3. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the employer may, at the written request of the Union, at least two weeks prior to the date the leave commences, be granted a leave of absence.

## ARTICLE XI HOURS OF SERVICE, VACATION, AND HOLIDAYS

### Section 1. Hours of Service.

Subd. 1. Basic Work Day and Work Week. The work week period will commence at 12:01 a.m. on a Monday and end at 12:00 a.m. on Sunday. All work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at one and one-half (1-1/2) times the employee's base rate of pay.

Subd. 2. Shifts and Starting Time. Normal work hours for the Water/Wastewater Department are 7:00 a.m. to 3:30 p.m. Monday through Friday. Normal work hours for the Electric Generation Department are 8:00 a.m. to 4:30 p.m. Monday through Friday. Upon mutual consent, alternate schedules, consistent with Federal and State laws, may be applied.

Except in emergencies, employees will be notified of changes to work times two (2) days in advance.

In the event an employee reports for their scheduled shift and supervisor sends them home, the employee will receive four (4) hour of pay at their regular rate of pay. Upon mutual consent, split shift schedules may be implemented.

Subd. 3. Lunch Period. Employees shall be provided a duty free non-paid period of at least thirty (30) minutes during each full eight (8) hour shift of work.

The lunch period shall be as close to the middle of the shift as possible. For employees who are unable to take a lunch break at the middle of their shift they may rearrange their schedule with the permission of their supervisor to account for the missed lunch period so long as the change does not result in overtime.

Upon mutual consent of all employees and supervisor, the one-half (1/2) hour lunch break can be extended to a one (1) hour lunch break, with the day's schedule extended one-half hour.

Subd. 4. Break. Each employee is afforded a paid fifteen (15) minute break for each four (4) hours worked.

Subd. 5. Overtime. Under a normal work schedule, overtime at one and one-half (1-1/2) times will be paid for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

On a flex schedule, mutually agreed to by the Employer and employees, overtime will only be paid on the excess hours per day agreed to under the flex time, or any hours over forty (40) hours per week, consistent with Federal and State law. (Example: Flex schedules of 9 or 10 hours per day, if mutually approved, will not trigger overtime until daily hours of 9 or 10, or 40 hours per week exceeded).

Overtime compensation may be taken by one of the following methods.

The employee may be compensated at one and one-half (1-1/2) times the employee's base rate of pay on the paycheck issued for overtime hours during the pay period.

The employee may choose to be compensated by being given time off (comp time) at the rate of one and one-half (1-1/2) times overtime hours during the pay period.

The employee shall clearly indicate their intentions for compensation or comp time on each time card submitted.

No employee may accumulate more than two hundred forty (240) hours of comp time. Unused accumulated comp time shall be paid out in a lump sum each December during the last pay period. Accounting for accumulated comp time shall be on the Employer's fiscal (calendar) year basis.

Subd. 6. Call-Back. Employees called back for specific duties or emergencies shall be guaranteed two (2) hours at time and one-half. An Employee called back and needing to work more than four (4) hours, may request to report later for their next regularly scheduled shift. An extension or early report to a regularly scheduled shift does not qualify the Employee for the two hour minimum.

## Section 2. Plant Check.

The water/wastewater and electric generation employees assigned to weekend plant check shall be paid at their regular rate of pay for one (1) hour in the morning and one (1) hour in the afternoon on Saturday and Sunday.

## Section 3. On-Call.

Subd. 1. Weekends & Holidays. Employees assigned to be on-call on a Saturday, Sunday, or holiday will be paid for three (3) hours for each day on-call at straight time. Time actually worked will be paid at time and one-half.

The employees assigned Saturday and Sunday coverage shall cover from the end of the shift on Friday to the beginning of the shift on Monday and shall be paid for two (2) hours for this period at straight time.

The assigned on-call employees shall be required to respond to Mora within fifteen (15) minutes.

Subd. 2. Full Week. Electric department employees assigned to full week coverage shall cover from 12:01 a.m. Tuesday to midnight the following Monday and shall be paid two (2) hours straight time for each work day and three (3) hours straight time for each Saturday, Sunday, or holiday assigned.

The assigned on-call employees shall be required to respond to Mora within fifteen (15) minutes.

Subd. 3. Communications. All on-call employees shall be required at all times to have access to two-way portable radios or telephones provided by the Employer and shall remain within a geographic area to permit contact at all times while on-call.



Section 4. Vacations.

Subd. 1. Adopt the following schedules:

Monthly accrual rate will accumulate to:

In the first and second year.....	Eighty (80) hours per year
In the third & fourth year.....	Ninety Six (96) hours per year
In the fifth, sixth, & seventh year.....	One Hundred Four (104) hours per year
In the eighth & ninth year.....	One Hundred Twelve (112) hours per year
In the tenth through fourteenth year.....	One Hundred Twenty (120) hours per year

After fourteen years of continuous employment, vacation accrues at a rate that will provide One Hundred Sixty (160) hours of vacation per year and increase by one (1) day per year up to a maximum of Two Hundred (200) hours of vacation per year.

Employees exceeding this schedule currently will maintain current benefits until the schedule is applicable.

Subd. 2. Vacations shall not be accumulated for more than one and one-half times the annual amount to which the employee is entitled.

Subd. 3. The rate of vacation pay shall be the employee's regular time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Subd. 4. Employees shall arrange their vacation period and usage with the supervisor.

Subd. 5. Paid holidays, approved funeral leave, and medically certified sick leave which occur while an employee is on vacation will not be deducted from accumulated vacation.

Subd. 6. Probationary Period. Vacation shall accrue during the Employee's probationary period, but is not considered earned and available for use until satisfactory completion of the probationary period.

Section 5. Holidays.

Subd. 1. There shall be twelve paid holidays for all employees covered under this Agreement: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and one (1) floating holiday to be scheduled at the employee's discretion. Employees shall arrange the use of their floating holiday with their supervisor.

Subd. 2. Eligible employees who perform no work on a holiday will be paid eight (8) times their hourly rate. If an employee is assigned and works on any of the holidays listed in this section, he/she shall be paid time and one-half for all hours worked in addition to the regular day's paid.

Subd. 3. Whenever any of the holidays listed in Subd. 1 falls on a Saturday, the preceding Friday shall be observed as a paid holiday. Whenever any of those holidays fall on a Sunday, the following Monday shall be observed as the paid holiday.

## ARTICLE XII GRIEVANCE PROCEDURE

### Section 1. Grievance Definition.

A "grievance" shall mean a dispute or disagreement between the employee and the Employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

### Section 2. Representative.

The employee, Administrator, or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on his behalf.

### Section 3. Definitions and Interpretations.

Subd. 1. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days. Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all days city hall is open.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, to run shall not be included. The last day of the period so computed 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.

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein is when it is personally served or when it bears a certified postmark of the United States Postal Service.

### Section 4. Time Limitation and Waiver.

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Employer's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Employer's designee.

### Section 5. Adjustment of Grievance.

The Employer and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the Utility in the following manner:

Subd. 1. Level I. An attempt first shall be made to resolve the grievance through informal discussion with the employee's immediate supervisor.

Subd. 2. Level II. If a grievance is not resolved through informal discussion, it shall be submitted in writing to the department head or his/her designee within twenty (20) days after the event giving rise to the grievance occurred. The department head or his/her designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Administrator provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Administrator, the Administrator shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Administrator shall issue a decision in writing to the parties involved.

### Section 6. Mediation.

If the grievance is not settled in Level III, the Union may, within ten (10) working days after the response of the city administrator, request Mediation of the grievance with the Bureau of Mediation Services.

### Section 7. Denial of Grievance.

Failure by the Employer or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

### Section 8. Arbitration Procedures.

In the event that the employee and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be submitted to the Administrator within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PELRA Board to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PELRA Board within the time periods herein shall constitute a waiver of the grievance.

Subd. 2. Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and

designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

Subd. 3. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the party's subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 4. Expenses. Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, and shall be paid for by the requesting party. The parties shall share equally fees and expenses of the arbitrator, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering as copy of such transcript shall pay for such copy.

Subd. 5. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the Employer to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

## **ARTICLE XIII DISCIPLINE AND DISCHARGE**

### Section 1. Discipline.

Subd. 1. The discipline of employees shall include a verbal reprimand, or suspension based on the seriousness of the situation. A verbal reprimand relating to the minor offense shall be documented and included in the personnel files.

Subd. 2. A written reprimand relating to a more serious offense or a repeated minor offense shall likewise be documented and included in the employee's personnel file. Each case, the employee will receive a copy.

Subd. 3. In a very serious offense where reprimand is not appropriate or where a previous reprimand was not heeded, the Administrator may suspend an employee for a maximum of ten (10) working days without pay. The employee's position shall be held open pending the employee's return to work.

Subd. 4. When the supervisor has determined that for just cause the employee is to be dismissed, the employee shall receive a written notice before the effective date of dismissal. If severance from employment needs to be immediate, an employee shall be suspended without pay for the duration of the dismissal notice. The notice shall clearly state the reasons for dismissal, and the employee's rights as established by Employer policy, the Grievance Procedure, or as outline in the Veterans Preference Law. All employees being terminated under the provisions of this subdivision shall have the right to a meeting with the Employer (Commission) to clear his/her name or to present factors in mitigation of the proposed dismissal.

## **ARTICLE XIV RETIREMENT AND RESIGNATION**

### Section 1. Resignation.

Two (2) weeks notice shall be required of any employee if he/she wishes to resign in good standing.

### Section 2. Lay Off.

Two (2) weeks notice shall be given an employee if he/she is to be laid off.

### Section 3. Severance.

Employees shall not use accrued vacation to extend their employment. The last day of employment shall be the last day worked. Accumulated vacation will be paid to the employee upon layoff, retirement, or resignation if they leave in good standing as provided in Section 1 of this Article.

### Section 4. Notice.

Employees may retire by giving proper notice of intent to do so.

### Section 5. Insurance.

Retiring employees shall be afforded the rights of insurance coverage as provided by statute.

## ARTICLE XV MISCELLANEOUS

### Section 1. Safety Glasses.

The Employer shall reimburse each Employee for the cost of OSHA approved prescription or non-prescription safety glasses, frames, lenses, and accessories through an Employer selected distributor. This amount shall not exceed three hundred dollars (\$300.00) during the term of this agreement. The Employer will not pay for eye examinations. In the event of any damage to glasses while on duty, the Employer will replace them at no cost to the Employee after approval from the department head, such replacement shall not be considered as reimbursement amount. All requests for reimbursement must be approved prior to purchase by the department head. Documentation that the safety glasses meet ANSI (American National Safety Institute) standards must be furnished with said reimbursement request.

### Section 2. Pay Periods.

There shall be twenty-six (26) bi-weekly pay periods in each year consisting of two (2) work weeks as defined in Article XI Section 1.

Employees shall receive their pay via direct deposit. Funds shall be deposited in the employees' accounts no later than three (3) working days following the end of the pay period.

### Section 3. Class B Driver's License.

The employer shall reimburse employees for the difference between a Class D and Class B license should a class B license be a necessary job requirement.

### Section 4. First Aid Training.

The employer shall provide and pay for first aid training to all employees on an annual basis.

### Section 5. Payroll Deduction.

Employees may elect to participate in a payroll deduction savings plan with local banking institutions in accordance with the employer's policy.

### Section 6. Clothing Allowance.

All employees will be furnished with OSHA mandated safety equipment and clothing. All fire resistant clothing shall be supplied by the Employer. In the event of damage to clothing the Employer replace items at no cost to the employee after approval of the department head.

The Employer shall provide each Water/Wastewater Department employee and Generator Operator/Mechanic four hundred dollars (\$400.00) yearly for purpose of clothing allowance. All requests for reimbursement must be approved prior to purchase by the department head. The employer will determine the color and "look" of item purchased. The employee may select brand, material, vendor, and price. Unused

allowance may be carried over from one year to the next to a maximum balance of five hundred dollars (\$500.00).

This allowance also applies to the generator operator/mechanic position.

#### Section 7. Safety Boots.

All employees will be equipped with OSHA mandated ANSI approved steel-toed safety boots. The employer shall reimburse each employee up to one hundred ninety dollars (\$190) per year upon receipt from employee demonstrating employee procurement of the boots. Unused allowance may be carried over from one year to the next to a maximum balance of three hundred eighty dollars (\$380).

The Employer shall reimburse each employee up to one hundred twenty-five dollars (\$125.00) per year for purchase of winter safety boots. Unused allowance shall be carried over from one year to the next to a maximum balance of two hundred and fifty dollars (\$250.00). This will be reimbursed upon receipt from employee demonstrating employee procurement of the boots.

Documentation that boot purchases meet ANSI (American National Safety Institute) standards must be furnished with said reimbursement request. All requests for reimbursement must be approved prior to purchase by the department head.

If an employee leaves employment for any reason within three months of using a clothing, safety boot, or winter boot allowance, the Employer shall recoup a percentage of the allowance cost from the employee's final paycheck as follows:

75% if the departure is within 1-30 calendar days of a purchase under the allowance; or

50% if the departure is within 31-60 calendar days of a purchase under the allowance; or

25% if the departure is within 61-90 calendar days of a purchase under the allowance.

No dollars shall be recouped if the departure is 91 or more days after a purchase under a clothing, safety boot, or winter boot allowance.

#### Section 8. Severance.

The Public Utilities Employer will provide the same severance policy as it and the City of Mora do for all other "just-cause" employees.

#### Section 9. Per Diem.

All employees shall receive daily per Diem up to forty-five dollars (\$45.00) for expenses while attending any mandated training. Receipts will be provided to be eligible.

**ARTICLE XVI  
DURATION**

Section 1. Term.

This Agreement shall become effective, January 1, 2016 and shall continue in full force and effect through December 31, 2018, and thereafter from year to year unless changed or terminated by the parties.

Section 2. Severability.

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of the Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as dated below:

Public Utilities Commission  
Mora, Minnesota

George Balaban  
President

Jackie Ness  
Secretary

Local 2889 AFSCME Council #65  
AFL-CIO

[Signature]

[Signature]

[Signature]  
Staff Representative

Date: 4/25/2016

Date: 4/20/16



**SCHEDULE A  
2016**

Position	Grade
Water/Wastewater Maintenance Worker	5.0
Water/Wastewater Operator III (Training)	6.0
Generator Operator/Mechanic II	8.5
Water/Wastewater Operator II	8.5
Water/Wastewater Operator I (Lead)	9.0
Generator Operator/Electrician	9.5
Generator Operator/Mechanic I (Lead)	9.5
Water/Wastewater Supervisor	10.0

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$10.95	\$11.23	\$11.51	\$11.79	\$12.09	\$12.39	\$12.70	\$13.02	\$13.35	\$13.68
2	\$12.09	\$12.38	\$12.70	\$13.01	\$13.34	\$13.67	\$14.02	\$14.36	\$14.73	\$15.09
3	\$13.02	\$13.35	\$13.68	\$14.02	\$14.37	\$14.73	\$15.10	\$15.48	\$15.86	\$16.26
4	\$14.51	\$14.88	\$15.25	\$15.63	\$16.03	\$16.42	\$16.83	\$17.26	\$17.68	\$18.13
5	\$16.29	\$16.71	\$17.12	\$17.55	\$17.99	\$18.43	\$18.90	\$19.37	\$19.85	\$20.35
6	\$17.88	\$18.33	\$18.79	\$19.25	\$19.73	\$20.23	\$20.74	\$21.25	\$21.78	\$22.33
7	\$19.22	\$19.70	\$20.19	\$20.70	\$21.20	\$21.73	\$22.27	\$22.83	\$23.40	\$23.97
8	\$20.84	\$21.36	\$21.89	\$22.44	\$23.00	\$23.58	\$24.17	\$24.78	\$25.40	\$26.03
8.5	\$21.83	\$22.38	\$22.94	\$23.52	\$24.11	\$24.71	\$25.32	\$25.95	\$26.60	\$27.27
9	\$22.81	\$23.38	\$23.96	\$24.56	\$25.18	\$25.81	\$26.46	\$27.12	\$27.80	\$28.49
9.5	\$23.53	\$24.12	\$24.72	\$25.33	\$25.96	\$26.61	\$27.28	\$27.96	\$28.66	\$29.38
10	\$24.47	\$25.09	\$25.72	\$26.37	\$27.03	\$27.71	\$28.41	\$29.12	\$29.85	\$30.60
11	\$27.08	\$27.76	\$28.45	\$29.16	\$29.89	\$30.64	\$31.40	\$32.19	\$32.99	\$33.81
12	\$29.27	\$30.00	\$30.75	\$31.53	\$32.32	\$33.12	\$33.95	\$34.79	\$35.67	\$36.56
13	\$31.28	\$32.06	\$32.87	\$33.69	\$34.53	\$35.39	\$36.28	\$37.19	\$38.11	\$39.07
14	\$33.82	\$34.83	\$35.88	\$36.96	\$38.06	\$39.21	\$40.39	\$41.59	\$42.84	\$44.13
15	\$36.86	\$38.06	\$39.30	\$40.58	\$41.90	\$43.26	\$44.66	\$46.11	\$47.61	\$49.16
16	\$40.42	\$41.83	\$43.30	\$44.81	\$46.38	\$48.00	\$49.68	\$51.42	\$53.23	\$55.08

This table is 1.5% more than the same table in the utilities' classification and compensation study as shown in Table 4 on page 9 of the report; adopted on December 14, 2015.

**SCHEDULE A  
2017**

Position	Grade
Water/Wastewater Maintenance Worker	5.0
Water/Wastewater Operator III (Training)	6.0
Generator Operator/Mechanic II	8.5
Water/Wastewater Operator II	8.5
Water/Wastewater Operator I (Lead)	9.0
Generator Operator/Electrician	9.5
Generator Operator/Mechanic I (Lead)	9.5
Water/Wastewater Supervisor	10.0

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$11.17	\$11.45	\$11.74	\$12.03	\$12.33	\$12.64	\$12.95	\$13.28	\$13.62	\$13.95
2	\$12.33	\$12.63	\$12.95	\$13.27	\$13.61	\$13.94	\$14.30	\$14.65	\$15.02	\$15.39
3	\$13.28	\$13.62	\$13.95	\$14.30	\$14.66	\$15.02	\$15.40	\$15.79	\$16.18	\$16.59
4	\$14.80	\$15.18	\$15.56	\$15.94	\$16.35	\$16.75	\$17.17	\$17.61	\$18.03	\$18.49
5	\$16.62	\$17.04	\$17.46	\$17.90	\$18.35	\$18.80	\$19.28	\$19.76	\$20.25	\$20.76
6	\$18.24	\$18.70	\$19.17	\$19.64	\$20.12	\$20.63	\$21.15	\$21.68	\$22.22	\$22.78
7	\$19.60	\$20.09	\$20.59	\$21.11	\$21.62	\$22.16	\$22.72	\$23.29	\$23.87	\$24.45
8	\$21.26	\$21.79	\$22.33	\$22.89	\$23.46	\$24.05	\$24.65	\$25.28	\$25.91	\$26.55
8.5	\$22.27	\$22.83	\$23.40	\$23.99	\$24.59	\$25.20	\$25.83	\$26.47	\$27.13	\$27.82
9	\$23.27	\$23.85	\$24.44	\$25.05	\$25.68	\$26.33	\$26.99	\$27.66	\$28.36	\$29.06
9.5	\$24.00	\$24.60	\$25.21	\$25.84	\$26.48	\$27.14	\$27.83	\$28.52	\$29.23	\$29.97
10	\$24.96	\$25.59	\$26.23	\$26.90	\$27.57	\$28.26	\$28.98	\$29.70	\$30.45	\$31.21
11	\$27.62	\$28.32	\$29.02	\$29.74	\$30.49	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49
12	\$29.86	\$30.60	\$31.37	\$32.16	\$32.97	\$33.78	\$34.63	\$35.49	\$36.38	\$37.29
13	\$31.91	\$32.70	\$33.53	\$34.36	\$35.22	\$36.10	\$37.01	\$37.93	\$38.87	\$39.85
14	\$34.50	\$35.53	\$36.60	\$37.70	\$38.82	\$39.99	\$41.20	\$42.42	\$43.70	\$45.01
15	\$37.60	\$38.82	\$40.09	\$41.39	\$42.74	\$44.13	\$45.55	\$47.03	\$48.56	\$50.14
16	\$41.23	\$42.67	\$44.17	\$45.71	\$47.31	\$48.96	\$50.67	\$52.45	\$54.29	\$56.18

This table is 2.0% more than the 2016 table.

**SCHEDULE A  
2018**

Position	Grade
Water/Wastewater Maintenance Worker	5.0
Water/Wastewater Operator III (Training)	6.0
Generator Operator/Mechanic II	8.5
Water/Wastewater Operator II	8.5
Water/Wastewater Operator I (Lead)	9.0
Generator Operator/Electrician	9.5
Generator Operator/Mechanic I (Lead)	9.5
Water/Wastewater Supervisor	10.0

Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
1	\$11.45	\$11.74	\$12.03	\$12.33	\$12.64	\$12.96	\$13.27	\$13.61	\$13.96	\$14.30
2	\$12.64	\$12.95	\$13.27	\$13.60	\$13.95	\$14.29	\$14.66	\$15.02	\$15.40	\$15.77
3	\$13.61	\$13.96	\$14.30	\$14.66	\$15.03	\$15.40	\$15.79	\$16.18	\$16.58	\$17.00
4	\$15.17	\$15.56	\$15.95	\$16.34	\$16.76	\$17.17	\$17.60	\$18.05	\$18.48	\$18.95
5	\$17.04	\$17.47	\$17.90	\$18.35	\$18.81	\$19.27	\$19.76	\$20.25	\$20.76	\$21.28
6	\$18.70	\$19.17	\$19.65	\$20.13	\$20.62	\$21.15	\$21.68	\$22.22	\$22.78	\$23.35
7	\$20.09	\$20.59	\$21.10	\$21.64	\$22.16	\$22.71	\$23.29	\$23.87	\$24.47	\$25.06
8	\$21.79	\$22.33	\$22.89	\$23.46	\$24.05	\$24.65	\$25.27	\$25.91	\$26.56	\$27.21
8.5	\$22.83	\$23.40	\$23.99	\$24.59	\$25.20	\$25.83	\$26.48	\$27.13	\$27.81	\$28.52
9	\$23.85	\$24.45	\$25.05	\$25.68	\$26.32	\$26.99	\$27.66	\$28.35	\$29.07	\$29.79
9.5	\$24.60	\$25.22	\$25.84	\$26.49	\$27.14	\$27.82	\$28.53	\$29.23	\$29.96	\$30.72
10	\$25.58	\$26.23	\$26.89	\$27.57	\$28.26	\$28.97	\$29.70	\$30.44	\$31.21	\$31.99
11	\$28.31	\$29.03	\$29.75	\$30.48	\$31.25	\$32.03	\$32.83	\$33.65	\$34.49	\$35.35
12	\$30.61	\$31.37	\$32.15	\$32.96	\$33.79	\$34.62	\$35.50	\$36.38	\$37.29	\$38.22
13	\$32.71	\$33.52	\$34.37	\$35.22	\$36.10	\$37.00	\$37.94	\$38.88	\$39.84	\$40.85
14	\$35.36	\$36.42	\$37.52	\$38.64	\$39.79	\$40.99	\$42.23	\$43.48	\$44.79	\$46.14
15	\$38.54	\$39.79	\$41.09	\$42.42	\$43.81	\$45.23	\$46.69	\$48.21	\$49.77	\$51.39
16	\$42.26	\$43.74	\$45.27	\$46.85	\$48.49	\$50.18	\$51.94	\$53.76	\$55.65	\$57.58

This table is 2.5% more than the 2017 table.