

AGREEMENT BETWEEN  
PUBLIC HOUSING AGENCY  
OF THE CITY OF SAINT PAUL  
AND  
CITY EMPLOYEES' UNION LOCAL 363

January 1, 2019 – December 31, 2021

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	3
1	PURPOSE	3
2	RECOGNITION	3
3	MANAGEMENT RIGHTS	4
4	UNION RIGHTS	4
5	EMPLOYMENT STATUS	5
6	PROBATIONARY PERIODS	5
7	HOURS OF WORK	6
8	OVERTIME	6
9	CALL BACK	7
10	WORK LOCATION	7
11	JOB CLASSIFICATIONS AND WAGES	8
12	SICK LEAVE	9
13	VACATIONS	12
14	HOLIDAYS	14
15	INSURANCE	15
16	UNPAID LEAVES OF ABSENCE	17
17	RETIREMENT	18
18	SEPARATION	18
19	DISCIPLINE AND DISCHARGE	19
20	ABSENCES FROM WORK	19
21	GRIEVANCE PROCEDURE	19
22	SENIORITY	21
23	NON-DISCRIMINATION	23
24	SEVERABILITY	23
25	WAIVER	23
26	MUTUAL PLEDGE	24
27	DURATION	24

This AGREEMENT made and entered into by and between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, a public body corporate and politic, organized pursuant to the laws of the State of Minnesota, hereinafter called the "PHA"

and

CITY EMPLOYEES' UNION LOCAL 363, an employee organization having the status of exclusive representative for certain employees of the PHA, hereinafter called the "UNION".

WITNESSETH:

WHEREAS, the PHA is a public employer within the meaning of the Public Employment Labor Relations Act of 1971, as amended;

WHEREAS, the UNION is an exclusive representative within the meaning of the Public Employment Labor Relations Act of 1971, as amended; and

WHEREAS, the PHA and the UNION have reached a full and complete understanding concerning the terms and condition of employment that are to be covered by this AGREEMENT.

NOW, THEREFORE, THE PHA AND THE UNION HEREBY AGREE AS FOLLOWS:

## **ARTICLE 1: PURPOSE**

- 1.1 The PHA and the UNION agree that the purpose for entering into this AGREEMENT is to:
  - 1.11 Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of employee performance that is consistent with the safety and well-being of all concerned;
  - 1.12 Set forth rates of pay, hours of work, and other conditions of employment as have been agreed upon by the PHA and the UNION; and
  - 1.13 Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this AGREEMENT without loss of manpower productivity.
- 1.2 The PHA and the UNION agree that this AGREEMENT serves as a supplement to legislation that creates and directs the EMPLOYER. If any part of this AGREEMENT is in conflict with such legislation, the latter shall prevail. The parties, on written notice, agree to negotiate that part in conflict so that it conforms to the statute as provided by ARTICLE 24 (SEVERABILITY).

## **ARTICLE 2: RECOGNITION**

- 2.1 The PHA recognizes the UNION as the exclusive representative for collective bargaining purposes of all building and grounds maintenance employees of the Public Housing Agency of the City of Saint Paul excluding supervisory, confidential, and all other employees.

- 2.2 Job classifications included within the appropriate unit established by 2.1 of this ARTICLE are as follows:

Leadperson  
Maintenance Specialist  
Maintenance Mechanic  
Maintenance Technician  
Maintenance Helper  
Stock Worker (Effective 4/1/2019)

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 The PHA retains the right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 3.2 Any "term and condition of employment" not established by this AGREEMENT shall remain with the PHA to eliminate, modify or establish following written notification to the UNION.

### **ARTICLE 4: UNION RIGHTS**

- 4.1 Initiation Fee Deduction. The PHA agrees to deduct the initiation fee from the wages of regular employees, who authorize such a deduction in writing.
- 4.2 Dues Deduction. The PHA agrees to deduct monthly from the wages of regular employees, who authorize such a deduction in writing, an amount equal to monthly UNION dues.
- 4.3 Remittance of Dues and Initiation Fee. The PHA shall remit to the UNION monthly the deductions made under the provisions of 4.1 and 4.2 together with a statement of employees from whom such deductions have been made.
- 4.4 Indemnification. The UNION agrees to indemnify and hold the PHA harmless against any and all claims, suits, orders, or judgments brought or issued against the PHA as a result of any action taken or not taken by the PHA in administering the provisions of 4.1 or 4.2 of this ARTICLE.
- 4.5 Bulletin Boards. The PHA shall provide reasonable space on designated employee bulletin boards for the posting of official UNION notices and announcements.
- 4.6 Stewards. The UNION shall designate employees within the bargaining unit as Steward and shall notify the PHA in writing of the employees so designated and of any change in the position. A Steward shall have those duties and responsibilities as established by ARTICLE 21 (GRIEVANCE PROCEDURE).

## ARTICLE 5: EMPLOYMENT STATUS

- 5.1 Regular Employee: shall mean an employee hired to fill an authorized job position.
- 5.11 Regular full-time employee: shall mean an employee hired for a normal work week of not less than 40 hours.
- 5.12 Regular part-time employee: shall mean an employee hired for a normal work week of less than 40 hours and more than 14 hours.
- 5.2 Temporary Employee: shall mean an employee hired for seasonal or intermittent periods of work.

## ARTICLE 6: PROBATIONARY PERIODS

- 6.1 Original Employment Probationary Period. All personnel, originally hired or rehired following separation, in a regular employment status shall serve a six (6) months probationary period, during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
- 6.11 At any time during the original employment probationary period an employee may be terminated at the discretion of the PHA without appeal to the provisions of ARTICLE 21 (GRIEVANCE PROCEDURE).
- 6.12 Employees terminated during the original employment probationary period shall receive a written notice of the reason(s) for such termination, a copy of which shall be sent to the UNION.
- 6.2 Promotional Probationary Period. Regular employees promoted to a higher paid job classification shall serve a six (6) months promotional probationary period, during which time the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
- 6.21 At any time during the promotional probationary period an employee may be demoted to the employee's previously held job classification at the discretion of the EMPLOYER without appeal to the provisions of ARTICLE 21 (GRIEVANCE PROCEDURE).
- 6.22 An employee demoted during the promotional probationary period shall be returned to the employee's previously held job classification and shall receive a written notice of the reason(s) for demotion, a copy of which shall be sent to the UNION.
- 6.3 Part-time Probationary Period. Regular part-time employees shall serve a probationary period equivalent to the total hours, 1,040 of a regular full-time employee's probationary period.

## ARTICLE 7: HOURS OF WORK

### 7.1 Normal Work Day.

7.11 Maintenance Employees. The normal work day for maintenance employees shall be 8 consecutive hours, excluding a 45 minute lunch period of which 30 minutes shall be unpaid. A night premium of 20 cents per hour, in addition to an employee's basic hourly wage rate, shall be paid for all normal work day hours scheduled between 6:00 p.m. and 6:00 a.m.

### 7.2 Normal Work Week.

7.21 Maintenance Employees. The normal work week for maintenance employees shall be 5 consecutive normal work days in a 7 calendar day period.

7.3 Rest Periods. A rest period not to exceed 15 minutes, may be scheduled during each 4 hour period of work.

7.4 Supervisor's Approval. In order to maintain operational efficiency employees shall take rest periods and lunch periods at a time designated by their Supervisor.

## ARTICLE 8: OVERTIME

8.1 Prior Authorization. All overtime shall be scheduled by or have the prior authorization of a maintenance supervisor.

8.2 Overtime Defined. Overtime shall be defined as hours authorized and worked by a regular employee under the following conditions:

### 8.21 Maintenance Employees.

8.211 All hours authorized and worked in excess of a normal eight hour work day shall be compensated at the rate of 1-1/2 times the employee's basic hourly wage rate.

8.212 All hours authorized and worked in excess of 40 hours in a normal work week shall be compensated at the rate of 1-1/2 times the employee's basic hourly wage rate.

8.213 All hours authorized and worked on a holiday, as established by ARTICLE 14 (HOLIDAYS), shall be compensated at the rate of 1-1/2 times the employee's basic hourly wage rate, in addition to holiday pay established by ARTICLE 14.

8.3 No Compounding. For the purpose of compensating overtime, overtime hours worked shall not be paid twice for the same hours worked (paid under only one provision of this ARTICLE).

- 8.4 Overtime hours worked may be taken in payment or as compensatory time off at the rate of time and one-half, subject to approval of the employee's Department Director or designee. Employees will be allowed to accumulate and use compensatory time off hours to a maximum of 40 hours per calendar year.
- 8.5 Overtime hours worked and taken in the form of compensatory time off shall be taken only at a time approved by the employee's supervisor.

## **ARTICLE 9: CALL BACK**

- 9.1 The PHA reserves the right to call back employees before the start of a normal work day or a normal work week and after an employee has completed a normal work day or normal work week.
  - 9.12 On-call Maintenance employees will respond within one hour of being dispatched by the answering service.
- 9.2 Maintenance employees who are called back by the PHA shall receive credit for a minimum of two (2) hours pay or the actual hours worked, whichever is greater. The actual hours worked or the minimum two (2) hour call back credit shall be compensated in accordance with ARTICLE 8 (OVERTIME), when applicable.
- 9.3 Employees called back two (2) hours or less prior to their actual work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with ARTICLE 8 (OVERTIME).
- 9.4 Every employee subject to being on-call must work, at a minimum, one on-call period during the winter (September 15 – May 15) and one on-call period during the summer (May 16 – September 14); each will be one consecutive seven day period. Any changes to the on-call schedule will be made by and authorized by the immediate supervisor.
- 9.5 On Call Maintenance Employees will be paid for a consecutive 7 day on call assignment in accordance with the following schedule:
  - Effective January 1, 2019, employees working on call for a week will be paid \$224.00 a week.
  - Effective January 1, 2020, employees working on call for a week will be paid \$252.00 a week.
  - Effective January 1, 2021, employees working on call for a week will be paid \$252.00 a week.

Any assignment of less than 7 consecutive days will be paid for each day at the rate of 1/7<sup>th</sup> the weekly rate.

## **ARTICLE 10: WORK LOCATION**

- 10.1 Employees shall report to a work location as assigned by their supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the PHA.

- 10.2 Regular employees authorized to use their vehicles in the performance of official PHA business shall be compensated at the I.R.S. non-taxable mileage allowance rate. Any change in the rate will be effective the first of the month following written notification of the PHA by the I.R.S. Mileage expense shall be reported for payment no later than the 20th of the month following the month in which they were incurred.

## ARTICLE 11: JOB CLASSIFICATIONS AND WAGES

- 11.1 The PHA and the Union agree that the following changes address and resolve all disputes regarding the Fox Lawson job evaluation system and salary survey of benchmark positions for these job classifications for the duration of this contract.

Effective January 1, 2019 the wage rates will increase per the chart below.

In addition to the wage rate increase as indicated below effective January 1, 2019 the PHA will contribute an additional \$ .26 per paid standard work hour to the Laborers' International Union of North America National (Industrial) Pension Fund (LIUNA) for each Local 363 employee, as required by the pension fund's Preferred Schedule, making the total contribution \$2.84 per paid standard work hour. The combined total of wage rate increases and pension plan contribution for 2019 is 3%.

Effective January 1, 2020 the wage rates will increase per the chart below.

Effective January 1, 2020, no additional increase to the PHA's contribution to the Laborers' International Union of North America National (Industrial) Pension Fund (LIUNA) for each Local 363 employee, as required by the pension fund's Preferred Schedule. The total contribution will remain at \$2.84 per paid standard work hour. The combined total of the wage rate increases and pension plan contribution for 2020 is 2.9%.

Effective January 1, 2021 the wage rates will increase per the chart below.

Effective January 1, 2021, no additional increase to the PHA's contribution to the Laborers' International Union of North America National (Industrial) Pension Fund (LIUNA) for each Local 363 employee, as required by the pension fund's Preferred Schedule. The total contribution will remain at \$2.84 per paid standard work hour. The combined total of the wage rate increases and pension plan contribution for 2021 is 2.9%.

<u>Job classification</u>	<u>1/1/2019 Hourly rate</u>	<u>1/1/ 2020 Hourly rate</u>	<u>1/1/2021 Hourly rate</u>
Leadperson	\$35.47	\$36.50	\$37.56
Maintenance Specialist	\$32.07	\$33.00	\$33.96
Maintenance Mechanic	\$29.07	\$29.91	\$30.78
Maintenance Technician	\$19.89	\$20.47	\$21.06
Maintenance Helper	\$17.71	\$18.22	\$18.75
Stock Worker (4/1/19)	\$17.71	\$18.22	\$18.75



11.2 Assignment of Additional Duties and Responsibilities.

Employees assigned by PHA to a higher classification for four (4) consecutive hours or more will be paid the higher rate for such hours.

An employee assigned to after hours "on-call" duty shall be paid at the same hourly rate as a Maintenance Specialist for all after hours service calls except as defined in Article 9.3 in which case they will be compensated at their normal hourly rate.

11.3 Promotion. Regular employees promoted to a job classification with a higher wage rate shall, effective the date of the promotion be moved to the wage rate of the new job classification.

11.4 Second Language Proficiency. Employees who are proficient in a second language needed by the PHA will receive an additional \$1,000 per year, which will be paid quarterly as a lump sum and not added to the base salary. The PHA will maintain a list of the employees who are proficient in such second languages (including sign language). For an employee to be on the list, the employee's proficiency in the second language must be certified at least once every three years by an independent agency selected by the PHA; and the Department Director must affirm that the second language is required or used in conjunction with PHA employment. Placement on the list and eligibility for the payment are subject to the approval of the Department Director and Executive Director. Application of this sub-section is not grievable.

## ARTICLE 12: SICK LEAVE

12.1 Rate of Earning. Regular employees shall earn paid sick leave in accordance with the following:

12.11 Maintenance Employees. Regular maintenance employees shall earn paid sick leave at the rate of 4.62 hours per pay period to a maximum of 120 hours per year.

12.2 Maximum Accumulation. Earned sick leave shall accumulate to a maximum of 300 days (2,400 hours) for all employees.

12.3 Uses of Sick Leave. Accumulated sick leave may be used at a minimum of ¼ hour increments and may be approved for use by a regular employee for only the following reasons:

12.31 In the event of personal illness or injury, which prevents an employee from performing job duties and responsibilities, accumulated sick leave may be drawn until it is exhausted, subject to prior notice to the employee's supervisor.

12.32 In the event of a death in an employee's immediate family, to a maximum of 5 days of accumulated sick leave may be drawn, subject to prior notice to the employee's supervisor.

12.33 In the event of critical illness or injury, as "critical" is defined by the patient's physician, in an employee's immediate family which requires the presence of the

employee, up to a maximum of five (5) days of accumulated sick leave per incident may be drawn, subject to the approval of the employee's supervisor.

- 12.34 In the event of an illness or injury or doctor/dentist appointment in an employee's immediate family, a maximum of 3 days per occurrence of accumulated sick leave may be drawn, subject to prior notice to the employee's supervisor. The birth of a child in the immediate family will be covered under this section.
  - 12.35 When the use of sick leave is approved the day or days of absence shall be deducted from an employee's accumulated sick leave.
  - 12.36 For the purpose of this Section immediate family shall be defined as an employee's spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, stepparent, grandchild, former guardian or ward.
  - 12.37 When an employee is on an approved Family Medical Leave, as defined by PHA's policy for FMLA, accumulated sick leave may be drawn.
- 12.4 Medical Verification. The PHA retains the right to require employees requesting the use of sick leave to provide medical evidence of illness or injury or in the case of a family member (defined in Article 12.35) illness, doctor verification that their presence is necessary. Employees failing to provide such evidence shall be considered to be absent without pay and may be subject to discipline as established by ARTICLE 19 (DISCIPLINE AND DISCHARGE).
- 12.5 Probationary Employees. Employees serving a probationary period, based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave during the first 30 days of employment.
- 12.6 Abuse of Sick Leave. Abuse of the sick leave benefit shall be considered just cause for discipline of an employee, as established by ARTICLE 19 (DISCIPLINE AND DISCHARGE).
- 12.7 Sick Leave Conversion.

Effective January 1, 2003, full time employees who have accumulated a minimum of twenty (20) hours in excess of two hundred fifty (250) hours may elect to convert the hours in excess of two hundred fifty (250) to either annual leave or payment, in accordance with the schedule below. No employee may convert less than twenty (20) hours or more than eighty (80) hours per calendar year of sick leave to annual leave or pay. Conversions which are included in two of the percentages indicated in the table shall be converted at the appropriate rate for each proportion.

Sick Leave Percentage of Hourly

<u>Hours Accumulated</u>	<u>Rate of Pay or Vacation</u>
Over 250	25%
Over 360	30%
Over 576	35%
Over 792	40%

Over 1008	45%
Over 1224	50%
Over 1440	55%

12.8 Part-time Employees. Regular part-time employees shall earn sick leave benefits established by this ARTICLE from the date of employment, subject to the following:

12.81 Regular part-time employees scheduled an average work week of less than 20 hours shall not earn sick leave benefits.

12.82 Regular part-time employees scheduled an average work week of 20 hours or more shall earn sick leave benefits in accordance with the following, as of the date of employment:

-scheduled average work month of 87 hours =	2.31 per pay period
-scheduled average work month of 104 hours =	2.77 per pay period
-scheduled average work month of 121 hours =	3.24 per pay period
-scheduled average work month of 138 hours =	3.70 per pay period
-scheduled average work month of 156 hours =	4.16 per pay period
-scheduled average work month of 173 hours =	4.62 per pay period

12.83 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave during the first 30 days of employment.

12.9 Severance. Upon separation from employment, except discharge, a regular employee or the employee's estate upon death shall be eligible for a severance payment subject to the following conditions:

12.91 Eligibility. To be eligible for the severance an employee must have a minimum of 10 years of continuous full-time employment; not less than 60 days of accumulated unused sick leave at the time of separation; and have separated from employment for reasons other than discharge.

12.92 Amount of Severance. The severance payment, for eligible employees, shall be an amount which is equal to four (4) hours pay for each eight (8) hours of accumulated sick leave at the date of separation.

12.93 Daily Rate of Pay. For the purpose of calculating the severance payment, an employee's daily pay shall be the daily rate of pay the employee received on the last day of employment prior to separation.

12.94 Lay-Off. In the event of a lay-off, as provided by Article 22, Section 22.4, employees shall be eligible for a severance payment with a minimum of 2 years of continuous full-time employment and not less than 30 days of accumulated unused sick leave.

12.95 Part-time Employees. Regular part-time employees shall not be eligible for severance benefits established by Section 12.9 of this Article.

- 12.96 Health Care Savings Plan. One hundred percent of the severance payment will be contributed to the employee's Health Care Savings Plan account.
- 12.10 Injury on Duty. Regular full-time or part-time employees who are injured in the performance of their job classification's duties and responsibilities, for which Worker's Compensation benefits are paid, shall have the option of continuing in a normal compensation status subject to the following conditions:
- 12.101 The difference between the Worker's Compensation benefit for a normal work week and an employee's normal work week compensation shall be drawn from the employee's earned sick leave. Once sick leave is exhausted, the difference shall be drawn from the employee's earned vacation leave. The amount deducted shall be the difference, rounded to the nearest one-half (1/2) hour.
- 12.102 An employee must draw from earned sick leave and then vacation leave until exhausted, at which time the benefit shall cease and only the Worker's Compensation benefits will be received.
- 12.11 Normal Compensation. Under no circumstances will an employee, who options for the Worker's Compensation supplement benefit, receive compensation which is in excess of the employee's normal work day or normal work week's compensation.
- 12.12 No Duplication. Employees shall not be allowed to draw both Worker's Compensation benefits and sick leave benefits, except to the extent provided by Section 12.10 of this ARTICLE.

## **ARTICLE 13: VACATIONS**

- 13.1 Schedule of Earned Vacation. Regular employees shall earn paid vacation in accordance with the following schedule of continuous employment. Vacation may be used at a minimum of ¼ hour increments:
- 13.11 Maintenance Employees.
- 13.111 From the start of regular employment through four (4) continuous years of employment at the rate of 10 days per year (3.08 hours per pay period).
- 13.112 From the start of the fifth (5<sup>th</sup>) year of continuous regular employment through nine (9) years of continuous employment at the rate of 15 days per year (4.62 hours per pay period).
- 13.113 From the start of the tenth (10<sup>th</sup>) year of continuous regular employment through fourteen (14) years of continuous employment at the rate of 18 days per year (5.54 hours per pay period).
- 13.114 From the start of the fifteenth (15<sup>th</sup>) year of continuous regular employment through nineteen (19) years of continuous employment at the rate of 21 days per year (6.47 hours per pay period).
- 13.115 From the start of the twentieth (20<sup>th</sup>) year of continuous regular employment through twenty-four (24) years of continuous employment at the rate of 24 days per year (7.39 hours per pay period).

13.116 From the start of the twenty-fifth (25<sup>th</sup>) year of continuous regular employment and thereafter at the rate of 27 days per year (8.31 hours per pay period).

- 13.2 Probationary Employees. Employees serving an original employment probationary period shall earn paid vacation, but shall not be eligible to use earned vacation until after the completion of the probationary period.
- 13.3 Scheduling Vacations of three or More Days. From October through December of each year, employees will schedule vacations of three or more days for the following calendar year. Maintenance management staff will ask employees within each work unit for their preferred vacation dates in order of seniority – from the most to the least senior. Employees will not be allowed to schedule more than two weeks until all employees have been asked. After all employees have scheduled time, they will be asked again in seniority order for additional dates they would like to reserve. No employee will be allowed to schedule more time than he/she will earn by the time of the preferred vacation dates. Once the vacation schedule (of three or more days) is finalized employees will be allowed to cancel one scheduled vacation per calendar year in its entirety, not a portion of the scheduled vacation. “Trading” scheduled vacation is not allowed. When unscheduled vacation is requested it will be done in writing and the supervisor will (in writing) either grant or deny the request within five working days.
- 13.4 Vacation Carry-Over. Earned vacation in excess of 32 days may not be carried over from one calendar year to another (256 hours for all employees except employees in the former classification of Caretakers- will be able to exceed this maximum until December 31, 2014 at which time they will be held to the same maximum as all other employees).
- 13.5 Separation. Regular employees who separate from employment shall be compensated for all earned vacation accumulated, as of the date of separation with the following exceptions:
- 13.51 Newly hired employees who are terminated during their original employment probationary period shall not be compensated for earned vacation.
- 13.52 Regular employees who resign without giving 14 calendar days written notice shall not be compensated for earned vacation.
- 13.6 Part-time Employees. Regular part-time employees shall earn paid vacation benefits established by this Article from the date of employment, subject to the following:
- 13.61 Regular part-time employees scheduled an average work week of less than 20 hours shall not earn vacation benefits.
- 13.62 Regular part-time employees scheduled an average work week of 20 hours or more shall earn vacation benefits in accordance with the following, as of the date of employment:
- |  |                           |
|--|---------------------------|
| -scheduled average work month of 87 hours =  | 1.55 hours per pay period |
| -scheduled average work month of 104 hours = | 1.85 hours per pay period |
| -scheduled average work month of 130 hours = | 2.31 hours per pay period |

- scheduled average work month of 155 hours = 2.77 hours per pay period
- scheduled average work month of 173 hours = 3.08 hours per pay period

13.63 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn paid vacation, but shall not be eligible to use paid vacation until the completion of their probationary period as established by Article 6, Section 6.3.

13.7 Vacation Cash Out. Employees may be reimbursed for unused vacation time earned during the current year if the following conditions are met:

13.71 The employee earns at least fifteen (15) days per year of vacation leave;

13.72 The employee has used at least ten (10) days (80 hours) of vacation time during the current year;

13.73 No request for pay shall be for less than a total of eight (8) hours of vacation time or for less than full hour increments;

13.74 Request for payment shall be submitted to Human Resources in the calendar year for which payment is requested;

13.75 The employee may cash out the difference between the required minimum of ten (10) days (80 hours) used and the total amount of vacation earned in that calendar year. Vacation time carried forward from previous years may be used by the employee, but may not be cashed out under this Article.

## ARTICLE 14: HOLIDAYS

14.1 Regular employees scheduled to a Monday through Friday work week shall observe the following 12 holidays with pay:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day Friday	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	To be taken at a time approved by the employee's supervisor.

14.2 In the event that New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on a Sunday the following Monday shall be observed as the holiday. In the event any of the above holidays fall on a Saturday the preceding Friday will be observed as the holiday.

14.3 Regular employees scheduled to a work week other than Monday through Friday shall observe the 12 holidays established by 14.1 at such times as agreed to by the EMPLOYEE and the EMPLOYEE'S SUPERVISOR.

14.4 If, in the judgment of the PHA, employees are necessary for operating or emergency reasons, employees may be scheduled or "called back" to work in accordance with ARTICLE 9 (CALL BACK).

14.5 Eligibility

14.51 To be eligible for a paid holiday a regular employee must work the last scheduled work day before a holiday and the first scheduled work day following a holiday. Employees absent on the scheduled work day preceding or following a paid holiday due to approved use of sick leave, vacation, or floating holiday shall be considered to have worked.

14.52 An employee may take the two floating holidays at any time between January 1 and November 30 of each year. However, an employee terminating PHA employment must repay any pay received for floating holidays taken for which the employee was not eligible. To be eligible for one (1) floating holiday an employee shall have worked for at least 2 continuous months in a calendar year. To be eligible for the two (2) floating holidays established by Article 14.1 an employee shall have worked for at least 6 continuous months in a calendar year.

14.6 Part-time Employees

14.61 Regular part-time employees scheduled an average work week of less than 20 hours shall not be eligible for paid holidays.

14.62 Regular part-time employees scheduled to a work week of 20 hours or more shall be eligible for paid holidays in accordance with the following, as of the date of their employment:

- scheduled average work month of 87 hours = 4 hours of holiday pay
- scheduled average work month of 108 hours = 5 hours of holiday pay
- scheduled average work month of 130 hours = 6 hours of holiday pay
- scheduled average work month of 151 hours = 7 hours of holiday pay
- scheduled average work month of 173 hours = 8 hours of holiday pay

**ARTICLE 15: INSURANCE**

15.1 Selection of Carrier: The selection of the insurance carrier and policy shall be made by the PHA.

15.2 Health and Hospitalization Insurance.

15.21 Single Coverage. For single coverage for eligible full-time employees employed by the PHA who qualify for and are enrolled in the medical plan the PHA shall contribute the amounts stated in Article 15.24.

15.22 Dependent Coverage. For dependent coverage for all eligible full-time employees who qualify for and are enrolled in the medical plan the PHA shall contribute the amounts stated in Article 15.24.

15.23 Preventative Insurance Option. Full-time employees may elect to enroll in the preventative insurance program established by the PHA. Contributions by the PHA shall not exceed the amount established by 15.21 and 15.22 for participating employees.

15.24 The PHA contributions are as follows:

July 1, 2019 – June 30, 2020

Single: \$ 836.00

Single +1: \$ 1,311.00

Family: \$1,496.00

July 1, 2020 – June 30, 2021

Single: \$ 866.00

Single +1: \$ 1,357.00

Family: \$ 1,549.00

July 1, 2021 – June 30, 2022

Single: \$ 897.00

Single +1: \$ 1,405.00

Family: \$ 1,604.00

15.3 Payroll Deduction. The difference between the monthly costs of the group insurance plans and the PHA's contributions established by Section 15.2 of this ARTICLE and the full monthly cost of long-term disability insurance established by Section 15.3 of this ARTICLE shall be paid by enrolled employees through payroll deduction.

15.4 Voluntary Participation. Participation by any eligible regular employee in the insurance plans established by this ARTICLE is voluntary. Eligible regular employees who choose not to participate shall receive no additional compensation in lieu thereof.

15.5 Claims Against the AGENCY. The PHA and the UNION agree that any description of insurance benefits contained in this ARTICLE are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the PHA and an insurance carrier pursuant to this ARTICLE. No claim shall be made against the PHA or the UNION as a result of denial of insurance benefits or eligibility by an insurance carrier.

15.6 Duration of Insurance Contributions. Full-time regular employees shall be eligible for PHA contributions as provided in this ARTICLE as long as the employee is in a payroll status of the PHA. Upon termination of employment, all PHA contributions shall cease, effective on the last working day, except as provided by 17.222.

15.7 Maintenance of Insurance Specifications. The benefits specifications of the group hospital-medical insurance plan established by 15.21 and 15.22 shall not be reduced during the term of this AGREEMENT, unless required by law.



15.8 Part-time Employees. Regular part-time employees shall be eligible for hospital-medical insurance participation and contributions established by ARTICLE 15, Section 15.2, subject to the following:

15.81 Regular part-time employees scheduled an average work week of less than 30 hours shall not be eligible for insurance participation or contributions.

15.82 Regular part-time employees scheduled an average work week of 30 hours or more shall be eligible for insurance participation and the PHA contributions as established by Section 15.2.

15.9 Dental Care Insurance. Full time regular employees shall be enrolled in the dental care insurance program established by the contract between the PHA and an insurance carrier.

The PHA shall contribute the full monthly premium cost for single coverage for all eligible regular full time employees.

The dental care plan shall include a dependent coverage option. The PHA shall contribute sixty (60%) percent of the monthly premium cost for dependent coverage for all eligible full time employees who qualify for and are enrolled in the plan.

## **ARTICLE 16: UNPAID LEAVES OF ABSENCE**

16.1 Leave Without Pay. Regular full-time and part-time employees may request in writing a leave of absence without pay, not to exceed 12 calendar months. A request for a leave of absence without pay shall be subject to approval or denial of the Executive Director. Immediate supervisors can approve up to three (3) days of leave without pay for non-medical reasons and approve up to ten (10) days for medical reasons.

16.11 While on a leave of absence without pay an employee shall not be eligible for any benefits established by this AGREEMENT, provided, employees may continue to participate in the hospital-medical insurance established by 15.21 and 15.22 by paying the full monthly premiums.

16.12 At the expiration of a leave of absence without pay an employee shall be restored to their former position or like position, provided, there is a vacant position at the time the employee makes application for reinstatement.

16.13 Employees exhausting accumulated sick leave shall request in writing an unpaid leave of absence. An unpaid leave of absence for medically valid reasons for illness or injury, which prevents the employee from performing job duties and responsibilities, shall be granted by the Executive Director for a period not to exceed 12 months. Upon written notification from the employee the unpaid leave of absence may be extended for an additional 12 month period.

16.2 Military Leave. Unpaid military leaves of absence shall be granted by the PHA in accordance with and subject to the conditions of applicable law.

- 16.3 Military Reserve Absence. Regular employees may be absent from work with pay in accordance with, and subject to the conditions of applicable law.

## **ARTICLE 17: RETIREMENT**

- 17.1 Retirement. Regular full-time employees may elect to retire pursuant to the following:

17.11 In accordance with the provisions of the "PENSION PLAN".

17.12 Regular full-time employees electing to retire at the age of 62 or later and who have at least 10 years of employment with the PHA or whose age plus years of service equals eighty-five (85) years or more shall be eligible for:

17.121 a severance payment provided they qualify in accordance with the provisions of Section 12.9 of ARTICLE 12.

17.122 participation in the group hospital-medical program as established by Section 15.2 of ARTICLE 15 until the employee becomes eligible for Medicare.

17.1221 Eligible employees shall continue to have the PHA's contribution, established by Section 15.21 of ARTICLE 15, made on their behalf.

17.1222 Eligible employees shall be able to continue participation in the dependent insurance coverage, established by Section 15.22 of ARTICLE 15, by paying the full cost of the monthly premium.

- 17.3 Retirement Program. All regular employees shall become participants in the PHA's pension plan as of the first day of the month following their hiring date.

## **ARTICLE 18: SEPARATION**

- 18.1 Regular employees shall be considered separated from employment with the PHA based on the following actions:

18.11 Resignation. Employees resigning from employment shall give written notice at least 14 calendar days, excluding approved vacation periods, prior to the effective day of resignation.

18.12 Retirement. As provided in ARTICLE 17 (RETIREMENT).

18.13 Discharge. As provided in ARTICLE 19 (DISCIPLINE AND DISCHARGE).

18.14 Failure to Report for Duty. As provided in ARTICLE 20 (ABSENCES FROM WORK).

18.15 Termination During the Probationary Period. As provided in ARTICLE 6 (PROBATIONARY PERIOD).

- 18.2 A regular employee rehired following separation shall be considered a new employee and shall serve a probationary period in accordance with Section 6.1 of ARTICLE 6 (PROBATIONARY PERIOD).

## **ARTICLE 19: DISCIPLINE AND DISCHARGE**

- 19.1 Disciplinary Actions. The PHA shall have the right to impose disciplinary action on employees for just cause. Regular employees shall have the right to appeal all disciplinary actions. Disciplinary action by the PHA may include any of the following actions:
- Oral reprimand;
  - Written reprimand;
  - Suspension;
  - Demotion; or
  - Discharge.
- 19.2 Discharge. Regular employees who are to be discharged will first be suspended for 5 normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the grievance procedure.
- 19.3 Unsatisfactory Performance. In the event a regular employee receives a 3rd "Notice of Unsatisfactory Performance of Duties" during any 12 month period, such 3rd notice shall be considered just cause for discharge. This Section shall not limit the right of the PHA to take disciplinary action for just cause without issuing a regular employee a "Notice of Unsatisfactory Performance of Duties."

## **ARTICLE 20: ABSENCES FROM WORK**

- 20.1 Regular employees who are unable to report for their normal work day have the personal responsibility to speak with their immediate supervisor about such absence as soon as possible, but in no event later than 30 minutes after the beginning of their normal work day. If the employee's immediate supervisor is unavailable the employee must speak with another maintenance supervisor in the work unit.
- 20.2 Failure to make such notification may be grounds for discipline as provided in ARTICLE 19 (DISCIPLINE AND DISCHARGE).
- 20.3 Failure to report for work without notification for 3 consecutive normal work days may be considered a "quit" by the PHA on the part of the employee.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

- 21.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the application of a specific term or condition of this AGREEMENT.
- 21.2 Representative. The PHA shall recognize Representatives designated by the UNION as the grievance representatives of the bargaining unit have the duties and responsibilities established by this ARTICLE.

21.3 Processing of a Grievance. It is recognized and accepted by the UNION and the PHA that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal work day only when consistent with employee duties and responsibilities. The aggrieved employee shall be allowed a reasonable amount of time, without loss of pay, when a grievance is presented to the PHA during normal working hours, provided that the employee's supervisor has approved of the absence.

21.4 Procedure. Grievances, as defined by Section 21.1, 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 14 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor. The supervisor will discuss the alleged grievance and give an answer to such Step 1 grievance within 10 calendar days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing by the UNION setting forth the nature of the grievance, the facts on which it is based, the provision or the provisions of the AGREEMENT allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within 10 calendar days following the Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by a UNION Representative and discussed with the employee's Department Head or designee. The Department Head shall give the UNION the PHA Step 2 answer in writing within 10 calendar days following the Step 2 discussion. Any grievance not appealed in writing to

Step 3 by the UNION within 10 calendar days following the Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION Business Manager and discussed with the Executive Director. The Executive Director shall give the UNION the PHA's Step 3 answer in writing within 20 calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the UNION within 10 calendar days following the Step 3 answer shall be considered waived.

Step 4. A grievance unresolved in Step 3 and properly appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

21.5 Arbitrator's Authority.

21.51 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 PHA

and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

- 21.52 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 of H.U.D. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the PHA, the UNION, and the employees, and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and the evidence and testimony presented.
- 21.53 The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the PHA 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.
- 21.6 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 PHA's last answer. If the PHA does not answer a grievance or appeal thereof within the specific 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 PHA and the UNION.
- 21.7 Exclusive Remedy. This procedure shall be the sole and exclusive means of processing a grievance as defined by 21.1.

## ARTICLE 22: SENIORITY

- 22.1 Definitions.
- 22.11 Master Seniority shall be defined as an employee's length of continuous employment covered by this AGREEMENT, including periods during which an employee is on lay-off or an unpaid leave of absence.
- 22.2 Probationary Period. Employees serving an original employment probationary period as established by ARTICLE 6, Section 6.1 shall not acquire seniority until the completion of the probationary period. Following the completion of the probationary period an employee's seniority date shall revert to the beginning date of the probationary period.
- 22.3 Vacation. Employees shall earn vacation as established by ARTICLE 13, Section 13.1 based on the length of their Master Seniority.
- 22.4 Lay-Off. In the event the PHA determines to reduce the work force, employees shall be laid off by affected position titles within job classifications based on Master Seniority. The employee with the least Master Seniority shall be laid off first and the employee with the most Master Seniority shall be laid off last.

22.41 Employees laid off in one position title within a job classification shall have the right to replace the employee with the least Master Seniority in another position title within the same job classification or in a lower paid job classification, provided:

22.411 the employee has more Master Seniority in the position title within the same job classification or in a lower paid job classification;

22.412 the employee has successfully completed a probationary period in the position title within the same job classification or in the lower job classification; and

22.413 the employee meets the conditions of employment of the position title within the same job classification or lower job classification.

22.42 Employees who are laid off shall have the right to recall to the position title within the job classification from which they were laid off for a period of 2 years. Employees not recalled after 2 years shall be considered to have resigned.

22.43 Employees who are notified of recall in writing by certified mail and who do not return as notified shall be considered to have resigned. A copy of the recall notice shall be sent to the UNION.

## 22.5 Promotion.

22.51 All vacancies to be filled by PHA will be posted for a period of five (5) working days during which time employees wishing to be considered shall submit an application. PHA will select the qualified bidding employee with the most seniority for the posted vacancy. An employee will not be considered a qualified bidder under the following conditions: (1) the employee has failed the probationary period for that job classification within the last one year (365 calendar days) or (2) the employee has two written disciplinary actions within the last one year (365 calendar days) or (3) the employee did not receive an overall performance appraisal rating of "competent/satisfactory" or better on their latest performance appraisal. A performance evaluation which results in denial of a promotion is grievable but not arbitrable under Article 21.

22.52 If no employee submitting an application under 22.51 is qualified, the posted vacancy shall be advertised publicly and filled.

22.53 Maintenance employees who apply for an internal position and are the successful candidate, but decline the job, will not be considered again for the same position for a period of one calendar year for positions covered under Article 11, Job Classifications and Wages.

22.6 Loss of Seniority. Employees who are separated from employment as provided by ARTICLE 18 (SEPARATION) shall lose all seniority.

22.7 Seniority List.

22.71 Employees covered by this AGREEMENT shall have their Master Seniority established in accordance with Section 22.72.

22.72 The PHA shall provide, as of January 1 of each calendar year, a seniority list of employees covered by this AGREEMENT.

### **ARTICLE 23: NON-DISCRIMINATION**

23.1 The provisions of this AGREEMENT shall be applied equally by the PHA and the UNION to all employees without regard to race, color, creed, national origin, political affiliation, sex, age or because of membership or non-membership in the UNION, and shall in all respects where applicable, be applied subject to such federal, state and local laws, regulations and Presidential Executive Orders as govern the conduct of the PHA regarding Equal Employment Opportunity and Affirmative Action, as same may exist by contract or otherwise, and as same may be amended, supplemented or revised from time to time.

23.2 Employees covered by this AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

### **ARTICLE 24: SEVERABILITY**

24.1 In the event that any provision(s) of this AGREEMENT is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

24.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the AGREEMENT in compliance with the legislative, administrative, or judicial determination.

### **ARTICLE 25: WAIVER**

25.1 The PHA 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.

25.2 Therefore, the PHA and the UNION for the duration of this AGREEMENT agree that the other party shall not be eligible to meet and negotiate over any term or conditions of employment whether specifically covered or not specifically covered by this AGREEMENT. The UNION and PHA may, however, mutually agree to modify any provisions of this AGREEMENT.

25.3 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 superseded.

## **ARTICLE 26: MUTUAL PLEDGE**

- 26.1 No Strike. For the duration of this AGREEMENT, the UNION, its officers, agents, members, and the employees covered by this AGREEMENT shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment.
- 26.2 No Lock-Out. For the duration of this AGREEMENT the PHA will not "lock-out" an employee(s) covered by this AGREEMENT because of a labor dispute with the UNION.

## **ARTICLE 27: DURATION**

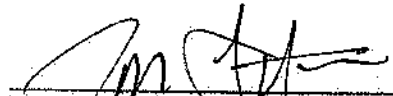
- 27.1 This AGREEMENT shall become effective as of January 1, 2016, unless specifically provided otherwise herein, and shall remain in effect through December 31, 2018, and shall continue in effect from year to year thereafter unless changed or terminated in accordance with 27.2 of this ARTICLE, provided, that in no event shall this AGREEMENT become effective until approved by the Department of Housing and Urban Development (HUD).
- 27.2 Either party desiring to change this AGREEMENT must notify the other in writing, at least 60 calendar days and not before 120 calendar days, prior to the expiration date specified in 27.1 of this ARTICLE. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such change, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same notice procedure as a proposed change.

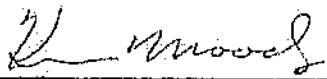


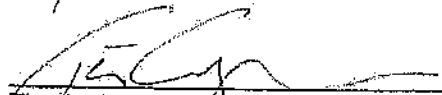
AGREED AND ATTESTED TO as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives of the PHA and the UNION.


FOR THE PUBLIC HOUSING AGENCY  
OF THE CITY OF SAINT PAUL:

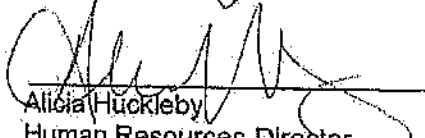
FOR THE CITY  
EMPLOYEES UNION LOCAL 363:

  
\_\_\_\_\_  
Jon Gutzmann  
Executive Director

  
\_\_\_\_\_  
Kevin Moody  
Business Manager

  
\_\_\_\_\_  
Tim Angaran  
Maintenance Director

  
\_\_\_\_\_  
Tom Fox  
Business Agent

  
\_\_\_\_\_  
Alicia Huckleby  
Human Resources Director

Dated this 1 day of April, 2019

Dated this 1st day of April, 2019