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**MINNEAPOLIS PUBLIC HOUSING  
AUTHORITY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, MINNESOTA  
COUNCIL 5, LOCAL NO. 551, AFL-CIO**

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**LABOR AGREEMENT**

**GENERAL UNIT**

**For the period:**

**July 1, 2020 through June 30, 2023**

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# LABOR AGREEMENT

between

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

- and -

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
MINNESOTA COUNCIL 5, LOCAL NO. 551, AFL-CIO

## ARTICLE 1 PREAMBLE

**THIS AGREEMENT** is entered into between the Minneapolis Public Housing Authority, hereinafter called the *Employer*, and the American Federation of State, County and Municipal Employees, Minnesota Council 5, Local No. 551, AFL-CIO, hereinafter called the *Union*.

It is the intent and purpose of this Agreement to:

1. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
2. Set forth herein the full agreement between the parties concerning terms and conditions of employment.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality public service. Both Parties recognize this Agreement as a pledge of this dedication.

## ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the exclusive representative under *Minnesota Statutes*, Chapter 179A for all employees of the Employer who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, as certified by the Bureau of Mediation Services, in Case No. 91-PCL-2040, excluding supervisory, confidential and all employees represented by other recognized unions.

**ARTICLE 3**  
**UNION SECURITY**

**Section 3.01 – Dues Check Off**

Upon receipt of a properly executed written authorization from an employee covered by this Agreement who is a member of the Union, the Employer shall deduct from the employee's earnings an amount each pay period for the Union's regular membership dues uniformly established by the Union for all members. The Union shall notify the Employer in writing the equal and uniform amount to be deducted each pay period. The Employer shall remit deducted dues to the Union at least monthly along with a report showing the employee name, employee identification number, work location, compensated hours, job title, amount of dues collected from each employee at the time of remittance, and separations with effective dates.

**Section 3.02 - Fair Share Deduction**

As provided by *Minnesota Statutes* §179A.06, Subd. 3, and upon request of the Union, the Employer shall deduct from the earnings of each affected employee designated by the Union a sum equal to the fair share amount specified by the Union. Such fair share fees shall be deducted from employee paychecks each month and shall be remitted to the officer of the Union as designated in writing by the Union.

**Section 3.03 - Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**Section 3.04 - Time Off for Union Business**

Subd. 1. Stewards. The Union may designate up to one (1) employee per twenty-five (25) employees in the bargaining unit to act as *stewards*. The Union shall inform the Employer in writing of those chosen as stewards and officers. Stewards may be granted reasonable time with pay during the normal work day for the limited purpose of investigating and/or presenting a grievance to the Employer and/or representing an employee in disciplinary proceedings where Union representation has been requested provided such time does not unduly interfere with the operation of their respective departments and has been requested in advance and approved by the steward's supervisor. Stewards shall promptly notify their designated supervisors upon resumption of their work.

Subd. 2. Members. Members of the Union may be allowed reasonable time off without pay (vacation or compensatory time may be used) with prior approval of their immediate supervisors for the purpose of attending union functions such as union conventions and workshops when such time away from their normal duties will not unduly interfere with the operation of their respective departments. Written requests for such time off shall be submitted by such members to their immediate supervisor at least five (5) working days in advance of such absence. The advance notice requirement may be waived at the immediate supervisor's discretion.

Subd. 3. Officers. Officers of the Union shall be allowed reasonable time off without pay (vacation or compensatory time may be used) with prior approval of their immediate supervisors for

the limited purpose of conducting Union business, which cannot be reasonably conducted outside of the normal work day, and when such time away from their normal work duties will not unduly interfere with the operation of their respective departments. Officers of the Union shall be defined as President, Vice President, Secretary and Treasurer.

### **Section 3.05 - National AFSCME P.E.O.P.L.E. Committee Deductions**

The Employer shall deduct a specified amount from the monthly wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee. Amounts deducted shall be combined with the regular monthly dues deductions provided for in Section 3.01 of this Article and shall be remitted to the officer of the Union as designated in writing by the Union.

## **ARTICLE 4 EMPLOYER RIGHTS**

### **Section 4.01 - Inherent Managerial Rights**

The Union recognizes that 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 and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

### **Section 4.02 - Management's Responsibilities**

The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the Employer has not abridged, delegated or modified by this Agreement are retained by the Employer.

### **Section 4.03 - Effect of Laws, Rules and Regulations**

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

### **Section 4.04 - Indemnification**

The Employer's obligation to defend and indemnify bargaining unit employees for damages, including punitive damages claimed or levied against them is governed by the provisions of *Minnesota Statutes* §466.07, Subd. 1. Such provisions are not subject to the grievance or arbitration provisions of the Agreement.



**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 5.01 - Grievance**

This grievance procedure is established to resolve any specific dispute between the employee and the Employer concerning, and limited to, the interpretation or application of the express provisions of this Agreement.

**Section 5.02 - Veterans Preference**

When employees have sought or are seeking the resolution of a *grievance* or a remedy for it under both this Agreement and the Minnesota Veterans Preference Act, the dispute shall simultaneously be reviewed under the grievance/arbitration provisions of this Agreement and the provisions of *Minnesota Statutes* §197.46. In such cases, the procedural provisions of the Veterans Preference Act, and not those of this Agreement, shall be observed.

**Section 5.03 - Grievance Procedure**

*Grievances*, as herein defined, shall be processed in the following manner:

Subd. 1. Step 1 - Informal. Employees claiming violations concerning the interpretation or application of the express provisions of this Agreement shall:

- a. Within twenty (20) working days after the first occurrence of the event giving rise to the grievance, present such grievance to the appropriate supervisor as designated for this purpose by the Employer.
- b. The supervisor shall give his/her oral or written answer within ten (10) working days after such presentation.

Subd. 2. Step 2 - Formal. If the grievance is not satisfactorily resolved in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the department head, division head or designated representative within ten (10) working days after the designated supervisor's answer as provided for in Step 1, above. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and/or the Union's representative. The written grievance shall set forth the nature of the grievance, the provision or provisions of the Agreement allegedly violated, and the relief requested. The department head, division head or designated representative, shall discuss the grievance with the Union within five (5) working days after the date the grievance was presented at a time mutually agreeable to the Parties. If the grievance is resolved as a result of such discussions, the settlement shall be reduced to writing and signed by the department head, division head or designated representative, the employee and the Union's representative. If no settlement is reached, the department head, division head or designated representative shall provide a written answer to the involved employees and the Union's representative within ten (10) working days following their discussions. Grievances concerning suspensions and terminations shall be initiated at Step 2 of the grievance process.

Subd. 3. Step 3 - Executive Director. If the grievance is not resolved in Step 2 and the Union elects to proceed with the grievance it shall, within ten (10) working days of the Employer's response to the grievance at Subd. 2 (*Step 2 - Formal*), above, serve proper notification on the Employer's Executive Director or the Director's designee. This notification shall include a concise statement indicating the intention of the party to proceed with the grievance, an outline of the notice of the grievance, the facts on which it is based, the provision(s) of the contract in dispute, and the relief requested.

The Executive Director or the Director's designee shall discuss the grievance with the Union's designated representative within ten (10) working days after receiving notice of intention to proceed with the grievance. If resolution of the grievance results, the Parties shall reduce the resolution to writing and it shall be signed by all Parties. The Executive Director or the Director's designee shall respond to the grievance in writing within ten (10) working days from the time of the first Step 3 discussion.

Grievances that remain unresolved after Step 3 of the grievance process may be submitted to the Bureau of Mediation Services for mediation upon the mutual agreement of the Parties.

Subd. 4. Step 4 - Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) working days after the Union's receipt of the Employer's written answer in Step 3. The Parties may mutually agree upon an arbitrator to hear and decide the dispute. If, however, the Parties are unable to so agree, either of them may request the Bureau of Mediation Services, State of Minnesota to provide a list of nine (9) qualified arbitrators. The Employer and the Union shall alternately strike names from the list until only one name remains; that of the selected Arbitrator. Unless the Parties agree to the contrary, the Party who strikes the first name from the list shall be determined by the flip of a coin. Arbitrators shall be notified of their selection by either or both Parties.

The Arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Union representatives. Arbitrators shall notify the Parties of their decisions within thirty (30) calendar days following close of hearings or submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension thereof. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and Union, provided that each Party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either Party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both Parties desire a verbatim record of the proceedings, the cost shall be shared equally. The Arbitrator's award shall be final and binding upon the Parties subject to the limitations as set forth in Section 5.04 (*Arbitrator Authority*) of this Article.

#### **Section 5.04 - Arbitrator Authority**

The Arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union, and shall have no authority to make a decision on any other issue(s) not so submitted. 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, or the rules or regulations of the Employer except as provided for in this Agreement. The decision shall be

based solely upon the Arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the Arbitrator shall refer the grievance back to the Parties without decision or recommendation. The Parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

### **Section 5.05 - Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered *waived*. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not hear nor answer a grievance or an appeal, thereof, within the specified time limits, the employee and the Union may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term *working days* as used in this Article shall mean the days Monday through Friday inclusive (exclusive of holidays). Step 1 and/or Step 2 of the grievance procedure may be waived by mutual written agreement of the Employer and the Union.

### **Section 5.06 - Applicability**

The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement. In the event a *grievance* under this Agreement is also covered by the Employer's *Personnel Policy*, the grievance shall be processed through the grievance procedure of this Agreement. It shall not be processed through the grievance procedure of the Employer's *Personnel Policy*.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

### **Section 6.01 - No Strikes**

In accordance with the provisions of *Minnesota Statutes*, Chapter 179A, the Union, its officers or agents, or any of 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 in the absence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of their reason for so doing.

### **Section 6.02 - No Lockouts**

The Employer will not lock out employees during the term of this Agreement as a result of a labor dispute with the Union.

### **Section 6.03 - Discipline**

Employees who violate the provisions of this Article may be subject to disciplinary action including discharge.

**ARTICLE 7**  
**NON-DISCRIMINATION**

The Parties agree that their respective policies will not discriminate against employees covered by this Agreement because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status, status with regard to public assistance, political affiliations or association or affiliation or non-association or non-affiliation with a labor organization, nor will either Party to this Agreement discriminate on the aforementioned basis in the application or interpretation of the provisions of this Agreement. The Employer shall maintain, disseminate and enforce a policy which prohibits discrimination, harassment and inappropriate behavior in the work place.

**ARTICLE 8**  
**SENIORITY**

**Section 8.01 - Seniority Defined**

*Seniority* is defined as each regular employee's length of continuous service with the Employer in a regular position since the date they were last hired. *Last hired* means the date upon which an employee first started work for and at the direction of the Employer, since which they have not quit, retired or been discharged. No time shall be deducted from seniority due to absences, vacations, sicknesses, or accidents, temporary transfers, or layoffs except as hereinafter provided.

**Section 8.02 - Initial Probationary Periods**

Subd. 1. General. All new regular employees shall be probationary employees during the first six (6) months of their employment. During the probationary period new employees shall have no seniority status. At the conclusion of each regular employee's initial probationary period their name shall be added to the seniority list as of the date they were last hired. All probationary employees shall be evaluated by their immediate supervisor after three (3) months of employment. A probationary employee may be terminated at the sole discretion of the Employer during such probationary period. Such termination shall not be subject to the grievance procedure.

Subd. 2. Extensions. Initial probationary periods may be extended for up to three (3) additional months a) where, in the Employer's sole discretion, the employee has been absent from work during probation for periods which impair the Employer's ability to make a reasonable judgment concerning the employee's performance, or b) where the Employer contends that the employee's job performance has not reached satisfactory levels at the normal expiration of probation and where the Employer and the Union agree that an extension is appropriate.

**Section 8.03 - Seniority Roster**

The Employer will maintain an up-to-date seniority roster. An up-to-date copy of the seniority roster will be posted once each year and a copy will be provided to the Union. Regular employees who have a reasonable basis to challenge their respective seniority status as designated on the roster may initiate an appeal through the grievance procedure within thirty (30) calendar days of said posting. The names of all regular members of the bargaining unit who have completed their probationary

periods shall be listed on the seniority roster posted in each office in the order of their seniority and shall show the date from which seniority commences and the employee's job title. If two or more employees are hired on the same date, their names shall appear on the seniority list based upon the last four digits of their social security number with the name having the lowest number being placed first.

#### **Section 8.04 - Changes to Seniority Roster**

At the reasonable request of the Union, but no more frequently than once in any three (3) calendar month period, the Employer shall furnish the Union with a report showing the names, mailing addresses of record, classifications, work locations and salaries of all individuals, both regular and temporary (over 67 working days) who were hired within the scope of the bargaining unit during the preceding calendar quarter as well as the names of those employees whose employment terminated during the same period.

#### **Section 8.05 - Termination of Seniority**

Seniority shall be terminated:

Subd. 1. If employees resign, retire or are discharged.

Subd. 2. If, upon being recalled to work following a layoff, employees fail to notify the Employer within five (5) calendar days of their intention to return to work on the date designated to return to work in the written notice issued to them by certified mail to their last address on record with the Employer. Reasonable effort shall be made to provide recalled employees with at least fourteen (14) calendar days notice to return to work.

Subd. 3. When employees have been laid off for a period of twelve (12) consecutive months.

#### **Section 8.06 - Rehired**

Former employees of the Employer who have been terminated may be rehired only under the conditions of a new employee and no credit will be given for prior service except as provided by this Agreement.

#### **Section 8.07 - Promotional and Transfer Probationary Periods**

Subd. 1. General. Employees who are selected to fill any new position - either by promotion or transfer - shall serve a six (6) month probationary period in the new position. At any time during the probationary period such employees may be demoted or reassigned at the sole discretion of the Employer. If such employees are demoted or reassigned, this shall first be to an available position for which the involved employees are qualified which is at the same pay level as their position immediately prior to the promotion or transfer. If no such position is available, such employees shall be offered employment for which they are qualified at progressively lower pay levels. If more than one such position is available, the Employer shall consider employee preferences in making the job assignment. If no position is available for which such employees are qualified, or if such employees

have declined an offer of employment, they shall be laid off. For the purposes of this Section, the posting and bidding process shall be waived. If employees are demoted or reassigned to an available position, such employees shall be restored all seniority accrued to the time of the initial promotion.

Subd. 2. Extensions of Promotional Probationary Periods. Promotional probationary periods may be extended for up to three (3) additional months a) where, in the Employer's sole discretion, the employee has been absent from work during probation for periods which impair the Employer's ability to make a reasonable judgment concerning the employee's performance, or b) where the Employer contends that the employee's job performance has not reached satisfactory levels at the normal expiration of probation and where the Employer and the Union agree that an extension is appropriate. The provisions of this subdivision shall not apply to transfer probationary periods.

### **Section 8.08 - Reduction of Employees**

Nothing in this Agreement shall be construed to limit the Employer's right to engage the services of temporary employees or employees of a temporary service agency to provide substantially the same duties of a position in any job classification covered by this Agreement provided regular bargaining unit employees are not laid off or terminated as a result. If it becomes necessary to reduce the number of employees in a classification, temporary employees, newly hired probationary employees, temporary professional service contractors and employees of temporary service agencies, any of whom are performing substantially the same duties of a position in the affected classifications will be separated before regular employees. Within classifications, the selection of regular employees to be laid off shall be made on the basis of seniority. That is, the most junior employee(s) within the classification affected shall be the first to be laid off. Non-bargaining unit employees of the Employer shall not be permitted to displace any bargaining unit employee in connection with a reduction in the Employer's workforce. When employees are reassigned to a lower paid job classification subsequent to layoff, the salary rate paid to them in the classification into which they have been assigned shall be the salary rate within the salary range which is closest to, but which does not cause a reduction in their salary rate.

### **Section 8.09 - Notice of Reduction**

In the case of reduction of employees, at least four (4) weeks' notice of termination shall be given to all employees, the last three (3) weeks of which may be considered payments in lieu of notice.

### **Section 8.10 – Recall**

Eligible regular employees who are laid off pursuant to this article will be recalled to the classification from which they were laid off on the basis of seniority with the most senior recalled first and the least senior recalled last. Eligible employees shall be recalled before temporary employees, newly hired regular employees, temporary professional service contractors or employees of temporary service agencies are retained to perform substantially the same duties of a position in the job classification from which they were laid off. Refusal or acceptance of temporary employment by laid off employees shall have no effect on recall or seniority rights under this Agreement.

## **ARTICLE 9** **HOURS OF WORK**

### **Section 9.01 - Hours**

The normal work week for full-time employees shall consist of eight (8) hours per day and forty (40) hours per week, including rest periods and excluding lunch periods. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

### **Section 9.02 - Absences From Work**

Unless they have been previously excused by the Employer, employees shall report for work at their assigned duty locations when they are scheduled to do so. Unless prevented from doing so by emergency circumstances beyond their control, employees who are unexpectedly prevented from reporting for work when scheduled shall have the responsibility to personally notify their immediate supervisor as soon as possible and practical after they know they will be late or absent from work. Where it is not possible or practical for the employee to speak directly with their immediate supervisor by telephone or radio telephone or, where the employee's supervisor is not available at the time notification is attempted, notification may be made by voicemail where available. Where notification is made by voicemail, employees must 1) explain the nature of the problem causing the absence, 2) advise the supervisor of work requirements which need attention during the absence, and 3) leave a telephone number where they can be reached for further information. In all cases, employees must keep their supervisors informed of the probable duration of their absence and the expected date of their return to work. Absences from work which have not been scheduled and approved in advance or for which proper notice has not been provided within the meaning of this Section shall result in a forfeiture of pay for the duration of the absence and may result in the imposition of disciplinary action.

### **Section 9.03 - Meal and Rest Periods**

Employees shall be entitled to one (1) unpaid meal period of thirty (30) minutes in duration and two (2) paid rest periods of fifteen (15) minutes each during each work shift of eight (8) hours or more. Meal and rest periods will be scheduled by each employee's immediate supervisor with particular regard to the operating needs of the involved work area and, insofar as practicable, the desires of employees. With the approval of their immediate supervisor and department head, employees may take one (1) or both paid rest periods during the thirty (30) minutes immediately following the unpaid meal period.

### **Section 9.04 - Change of Schedules**

Should it be necessary for the Employer to establish work schedules and hours departing from the normal work schedule for a period in excess of seven (7) work days, the Union will be notified no less than ten (10) work days in advance. During this ten (10) work day period, the Employer will meet and confer with the Union, if the Union so requests, to discuss ways and means to minimize the impact of such change on the employees pursuant to the provisions of Article 18 (*Labor-Management Committee*) of this Agreement.

### **Section 9.05 - Flexible Daily Work Hours**

Notwithstanding the normally established and observed daily work hours for employees, employees may, with the express written approval of their supervisor and their department head, establish and

observe individual flexible daily work hours by advancing or delaying their normally scheduled daily starting time by no more than two (2) hours with a corresponding adjustment in their normally scheduled daily quitting time. Individual flexible daily work hours shall not be permitted where such has an adverse impact on the Employer's operation or on other employees.

### **Section 9.06 - Four Day Work Week**

Employees, with the written approval of their immediate supervisor and the department or division head, may observe a four day work week schedule provided the following provisions are followed:

Subd. 1. Employees working four day work week schedules shall not be regularly scheduled to work more than ten (10) hours in any work day. Further, such employees shall not be regularly scheduled to work more than forty (40) hours per work week. Daily hours of work shall be determined by involved employees, their immediate supervisors, managers, and directors provided such hours of work are regularly scheduled between the hours of 6:00 am and 8:00 pm.

Subd. 2. No employee who is working a four day work week schedule shall be compensated for overtime work except for hours worked in excess of forty (40) hours per work week. The provisions of this Agreement respecting lunch periods and rest periods shall be applicable to such employees as if they were working normal, five day per work week schedules.

Subd. 3. Administrative leave days, sick leave days and/or vacation days which occur during an employee's four day work week schedule shall be recorded as ten (10) hour days. Holidays, shall be recorded as eight (8) hour days. Employees may use two (2) hours of accumulated vacation benefits or compensatory time to supplement holiday pay but in no event shall paid time off benefits under the provisions of this Agreement be used to increase an employee's paid hours beyond forty (40) per work week. The provisions of this Section are voluntary. No employee may be required to work a four day work week schedule.

### **Section 9.07 - Overtime**

The scheduling and payment of compensatory time and/or overtime for employees working official overtime shall be in accordance with the minimum standards of the Federal *Fair Labor Standards Act* and the following:

Subd. 1. Employees may be required to work a reasonable amount of overtime on a scheduled and/or unscheduled basis. No employee shall work overtime unless directed or expressly permitted to do so by the Employer.

Subd. 2. Employees shall be paid overtime for work in excess of forty (40) hours a week at the rate of one and one-half (1½) times their regular wage rate or, by prior agreement between employees and their supervisors, may receive compensatory time at a rate of one and one-half (1½) times the number of overtime hours worked.

Subd. 3. Employees may accumulate compensatory time to a maximum of eighty (80) hours at any time. The Employer shall make every reasonable effort to insure cooperation between employees and their supervisors respecting the scheduling of accumulated compensatory time off. Records of earned compensatory time shall be maintained by the Employer's Human Resources Information System (HRIS). Accumulated compensatory time balances which have not been used



by employees who have earned them, shall be paid at the termination of their employment for any reason.

**Section 9.08 - No Pyramiding of Overtime**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

**Section 9.09 - Job Sharing**

In the event the Employer intends to implement job sharing arrangements (i.e., where one (1) regular full-time bargaining unit position is staffed by two (2) regular part-time bargaining unit employees) during the life of this Agreement, it shall first meet and confer with the Union.

**Section 9.10 – After Hours On-Call Duty and Pay**

Bargaining unit employees may volunteer or be required for after hours on-call duty assignments on a rotational basis in accordance with their seniority and to the extent after hours on-call staffing is required. Employer reserves the right to assign qualified employees to after hours on-call duty in the order of inverse seniority where, in its sole judgment, an insufficient number of volunteers is available. Employees who volunteer for or who are assigned after hours on-call duty shall be paid a daily availability stipend of thirty-five dollars (\$35.00) per day for each week day on call, forty-five dollars (\$45.00) per day for each weekend day and holiday on call. Employees may substitute for one another provided all substitutions are requested and approved no later than noon on the day of each substitution. Employees who are on call for after-hours duty shall be required to be promptly available for work on short notice if the issue cannot be resolved remotely, they shall have access to reliable transportation during times when they are on call, and they may not be under the influence of drugs and/or alcohol during such times. Employees must wear work appropriate clothing when called back to work during scheduled off-duty hours. Employees who are called back to work during scheduled off-duty times shall be paid a minimum of two (2) hours call-back pay.

**Section 9.11 – Working from Home**

The Employer reserves the right to approve and/or require employees to work from home in accordance with the provisions of its published Telecommuting Policy.

**ARTICLE 10  
HOLIDAY LEAVE**

**Section 10.01 - Designated Holidays**

The following holidays with pay shall be observed:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veterans Day	November 11

Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day  
Floating Holiday

The fourth Thursday in November  
The fourth Friday in November  
December 25  
One workday during the calendar year  
(non-probationary employees only)

### **Section 10.02 - Schedule**

If New Year's Day (January 1), Independence Day (July 4), Veterans Day (November 11), and/or Christmas Day (December 25), falls on Sunday, the following day shall be a holiday. If New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday. Eligible employees may take their *floating holiday* any time during the calendar year provided the requested time has been approved in advance by their immediate supervisor and the pay period in which it is scheduled begins during the calendar year in which it was earned. At the end of each calendar year, eligible employees may elect to receive eight (8) hours' straight-time pay in lieu of taking their floating holiday provided they request payment in accordance with the procedures established by the Employer for this purpose.

### **Section 10.03 - Holidays Worked**

Employees who are required by the Employer to perform work on any day recognized by the provisions of this Agreement as a *holiday*, shall be paid at the rate of one and one-half (1½) times their regular, straight-time hourly rate of pay for all hours worked on such day in addition to the holiday pay for which they may be entitled.

### **Section 10.04 - Eligibility**

Holiday pay shall be paid to only those employees who worked both the last work day before and the first work day following the holiday, unless excused by the employee's supervisor for any valid reason.

### **Section 10.05 - Religious Holidays**

Employees who observe religious holidays on days which do not fall on Sundays or legal holidays shall be entitled to such days off from their employment for such observance with the approval of their supervisor. Such days off shall be taken off without pay unless 1) the employee has accumulated vacation benefits available in which case the employee shall be required to take such days off as vacation, or 2) the employee has available compensatory time or a floating holiday available which the employee desires to use, or 3) the employee obtains supervisory approval (which shall not unreasonably be denied) to work an equivalent number of hours (at straight-time rates of pay) at some other time during the calendar year.

### **Section 10.06 - Application**

This Article shall apply only to regular employees. Regular part-time employees shall be eligible for holiday pay on a *pro-rata* basis.

**ARTICLE 11**  
**VACATION LEAVE**

**Section 11.01 - General**

Employees shall be entitled to vacation with pay in accordance with the provisions of this Article.

**Section 11.02 - Vacation Accrual**

Subd. 1. Vacation leave shall be earned by all regular full-time employees in accordance with the following schedule:

<b><u>Continuous Service</u></b>	<b><u>Annual Accrual</u></b>
One through Four Years	12 Days ( 96 Hours)
Five through Seven Years	15 Days (120 Hours)
Eight through Nine Years	16 Days (128 Hours)
Ten through Fifteen Years	18 Days (144 Hours)
Sixteen through Seventeen Years	21 Days (168 Hours)
Eighteen through Twenty Years	22 Days (176 Hours)
Twenty-One Years and Over	26 Days (208 Hours)

Regular part-time employees shall accrue vacation on a *pro-rata* basis in accordance with the provisions of this Section.

Subd. 2. Vacation accruals shall be calculated on a proportionate number of straight-time compensated hours basis and the Union shall be notified, in writing, of all applicable accrual factors. Except as may be applicable under the provisions of Section 9.06, Subd. 3 (*Four Day Work Week*), a *day* shall be defined as eight (8) hours.

**Section 11.03 - Previous Service**

An employee's previous regular, full-time employment service with another public employer may be credited to determine the rate at which vacation leave will be earned. The term *regular employment service* shall be construed to include periods of *regular* (i.e., not Reserve or National Guard unit) U.S. military active duty provided such service was terminated under honorable conditions and the employee provides documentation of such service to the Employer. When granted, such service credit shall not result in the retroactive payment of additional vacation leave benefits.

**Section 11.04 - Accumulation**

Employees may accumulate vacation leave benefits to a maximum of four hundred (400) hours at any time.

**Section 11.05 - Probationary Period**

Vacation leave for newly hired regular employees shall not be earned during their initial probationary periods. Upon satisfactory completion of the probationary period, vacation leave shall be computed from each employee's first day of regular full-time employment with the Employer.

**Section 11.06 - Vacation Earned**

Vacation leave credit may not be granted until it is actually earned.

**Section 11.07 - Termination**

Employees will receive lump sum payments for the balance of their accumulated vacation leave when their employment is terminated.

**Section 11.08 - Scheduling Vacation**

All paid vacations must be requested and approved by the immediate supervisor before they are taken. Each employee's immediate supervisor shall determine the time(s) at which their vacations may be taken and shall give as much consideration as possible to individual employee preferences. The Employer reserves the right, however, to determine the maximum number of employees to be scheduled on vacation at the same time and to retain the number of employees required to handle the operational requirements of the involved work area. If there are competing requests, vacation may be based on seniority. Subject to the foregoing, nothing in this Agreement shall be construed to prohibit the use of vacation leave benefits in consecutive, single, or partial days.

Employees may donate accumulated vacation leave benefits to other employees in accordance with the provisions of the Employer's published Leave Donation Program.

**Section 11.09 – Pay in Lieu of Vacation**

At the end of each calendar year, employees may elect to receive up to forty (40) hours' pay in lieu of accumulated vacation benefits provided they request such payment in accordance with the procedures established by the Employer for this purpose and they have at least one hundred sixty (160) hours of vacation accumulated as of the first day of November.

**ARTICLE 12**  
**SICK LEAVE**

**Section 12.01 - Usage**

Sick leave shall be charged only for such days as employees were scheduled to work and, with the approval of each employee's supervisor, may be used in any of the following cases:

Subd. 1. When employees are unable to work because of their own personal injury, illness, pregnancy or disability.

Subd. 2. For medical, dental or optical examinations or treatment.

Subd. 3. When a member of an employee's immediate family is seriously ill and requires the care and attendance of the employee. For purposes of this subdivision, the term *immediate family* shall mean an employee's child, spouse, parent, stepparent or parent-in-law, grand or great-grandparent, sibling or sibling-in-law, grandchild, registered *domestic partner* within the meaning of Minneapolis *Code of Ordinances*, Chapter 142; or any member of the employee's household. The Executive Director may exercise discretion in determining that relatives other than those identified above are, in fact, members of an employee's immediate family.

Subd. 4. When, through exposure to contagious disease to other employees, the presence of the employee at work would jeopardize the health of others.

Subd. 5. When, pursuant to the Employer's published policy, employees donate sick leave benefits to other employees.

Subd. 6. When an employee is eligible for an FMLA leave of absence and elects to substitute accrued sick leave benefits for all or a portion of the unpaid FMLA leave.

Subd. 7. Safe Leaves. To address issues caused by, for example, domestic violence, sexual harassment, or stalking.

Employees shall not be permitted the use of accumulated sick leave benefits while receiving benefits from the long-term disability insurance plan described at Section 18.06 (*Long-Term Disability Insurance*) of this Agreement.

### **Section 12.02 - Accrual**

Subd. 1. Sick leave shall be earned at the rate of 12.00 days per year during the first, second, third, fourth and fifth years of employment or 15.00 days per year during and after the sixth year of employment. Regular part-time employees shall accrue sick leave on a *pro-rata* basis in accordance with this Section.

Subd. 2. In consideration of the long term disability insurance coverage described by the provisions of Article 14, Section 14.06 (*Long-Term Disability Insurance*) of this Agreement, the annual sick leave accrual rates described in Subd. 1 of this Section shall be reduced by 1.50 days per year. Such sick leave accrual rates are subject to further adjustments upon the effective date of any increase in long term disability insurance premiums. In such event, the Employer shall promptly notify the Union, in writing, of its intent to further adjust sick leave accrual rates and describe the manner by which such adjustments were calculated or determined. Within thirty (30) calendar days thereafter, the Employer shall meet and confer with the Union regarding the proposed increase in premiums as well as plan provider and benefit options that might be available to avoid the proposed increase and it shall provide all relevant information concerning such matters to the Union.

Subd. 3. Sick leave accruals shall be calculated on a proportionate number of straight-time compensated hours basis and the Union shall be notified, in writing, of all applicable accrual factors.

### **Section 12.03 - Previous Service**

An employee's previous regular, full-time employment service with another public employer may be credited to determine the rate at which sick leave will be earned. The term *regular employment service* shall be construed to include periods of *regular* (i.e., not reserve or National Guard unit) U.S. military active duty provided such service was terminated under honorable conditions and the employee provides documentation of such service to the Employer. When granted, such service credit shall not result in the retroactive payment of additional sick leave benefits.

### **Section 12.04 - Advanced Sick Leave**

Employees may be advanced sick leave by the Executive Director, not to exceed ten (10) days, provided they maintain a corresponding vacation leave balance in an amount equal to the sick leave owed.

### **Section 12.05 - Medical Verification**

All earned sick leave shall be credited to the employee's sick leave account for use as provided for under the provisions of Section 12.01 (*Usage*) of this Agreement. Up to twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims, including where the employee's use of sick leave appears to be systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term "in attendance" shall include telephonically prescribed courses of treatment which are confirmed by a prescription or a written statement issued by an appropriate health care provider in attendance.

### **Section 12.06 - Annual Sick Leave Credit Pay Plan**

An employee who satisfies the eligibility requirements of this Section shall be entitled to make an election to receive payment for sick leave accrued under the terms and conditions set forth below.

Subd. 1. Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereinafter an *eligible employee*) shall be eligible to make the election described below.

Subd. 2. Election. On or before December 10 of each year, the Employer shall provide to each eligible employee a written election form on which the eligible employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that is accrued during the calendar year immediately following the election (the *accrual year*). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an eligible employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an eligible employee does not transmit an election form to the Employer on or before December 31, he/she shall be considered to have directed the Employer to not make such a payment for sick leave accrued during the accrual year.

Subd. 3. Payment. Within sixty (60) days after the end of the accrual year, an eligible employee who has elected to receive cash payment shall be paid as follows:

- a. *At Least Sixty (60) Days, But Less Than Ninety (90) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the accrual year.
- b. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount

indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the accrual year.

- c. *At Least One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the accrual year.

Subd. 4. Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the eligible employee's sick leave bank at the time payment is made.

Subd. 5. Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under Subd. 3, above, to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

### **Section 12.07 - Accrued Sick Leave Retirement Plan**

Employees who separate from positions in the qualified service and who meet the requirements set forth in this Section shall be paid in the manner and amount set forth herein.

Subd. 1. Payment Eligibility. Payment for accrued but unused sick leave shall be made only to separated former employees who:

- a. have separated from service; and
- b. as of the date of separation had accrued sick leave credit of no less than sixty (60) days; and
- c. as of the date of separation had:
  - i. no less than twenty (20) years of service, or
  - ii. reached sixty years of age, or
  - iii. separated early because of disability.

Subd. 2. Death of Active Eligible Employee. When an employee having no less than sixty (60) days accrued sick leave dies prior to separation, he/she shall be deemed to have separated because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary entitled to the proceeds of their Employer-sponsored group life insurance policy or to their estate if no beneficiary is named.

Subd. 3. Amount Payable. The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by them on the day employment terminates, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

Subd. 4. Payment of Benefits. The amount payable under this Section shall be deposited to the eligible employee's Health Care Savings Plan described by the provisions of Section 15.04 (*Health Care Savings Plan*) of this Agreement within sixty (60) days after the date of the employee's separation from employment.

Subd. 5. Death of Retired Eligible Employee. If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her group life insurance policy or, if no beneficiary has been named, to their estate. The Employer shall provide an opportunity to designate beneficiaries for this purpose to all terminating employees who are eligible for the benefits described in this Section.

## **ARTICLE 13** **LEAVES OF ABSENCE**

### **Section 13.01 - Personal Leaves of Absence**

All leaves of absence under this Agreement must be requested and approved in advance by the Employer's authorized representative. For purposes of this Section, the Employer's *authorized representative* is identified as follows:

<b>Duration of Requested Leave</b>	<b>Employer's Authorized Representative</b>
1 - 5 Calendar Days	Employee's Supervisor
Over 5 Calendar Days	Employer's Executive Director

All leave requests and approvals shall be in writing. If employees are prevented from requesting and securing advance or written approval for any leave of absence by circumstances beyond their control, they shall notify their supervisor by any effective means as soon as possible. Except where leaves of absence are required by law, or the provisions of this Agreement, leaves of absence are granted at the Employer's sole discretion. Except as may be required by law, or in unusual circumstances as determined by the Employer's Executive Director at their sole discretion, the Employer shall not grant leaves of absence under this Agreement which exceed nine (9) months in duration. No leave of absence shall be approved for the purpose of outside employment.

### **Section 13.02 - Family and Medical Leaves**

Subd. 1. General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* (FMLA) and the regulations promulgated thereunder which shall govern employee rights and obligations as to Family and Medical leaves wherever they may conflict with the provisions of this Section, leaves of absence without pay shall be granted to eligible employees who request them for the following reasons:



- a. for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,
- b. when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or
- c. when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependent and/or member of their household who has a serious medical condition.
- d. for any qualifying exigency arising out of the fact that the employee's spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.
- e. for the care of a covered service member who is a current member of the regular armed forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify, the employee must be the spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, parent, or next of kin of the service member.

Subd. 2. Eligibility. Employees are eligible for FMLA leaves if they have accumulated at least twelve (12) months' employment service preceding the request for the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave.

Subd. 3. Duration. Eligible employees may take FMLA leaves of up to twelve (12) weeks in any twelve (12) months [up to twenty-six (26) weeks in any twelve (12) months if the leave is granted pursuant to the provisions of this Section at Subd. 1(e) above] without affecting their rights under any other provision of this Agreement. The use of paid leave benefits during FMLA leaves, if any, must occur first and be irrevocably discontinued before leaves of absence without pay are recorded. The use of available paid leave benefits during FMLA leaves shall be at the employee's sole option and shall not affect the maximum allowable duration of such leaves.

- a. If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, FMLA leaves may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, such leaves may be taken intermittently only when expressly approved by the Employer.
- b. Eligible spouses or registered domestic partners who both work for the Employer shall be granted a combined twelve (12) weeks of leave in any twelve (12) months when such

leaves are for the purposes referenced in Subd. 1, clauses (a) [birth or adoption leaves] and/or (c) [family illness leaves], above.

Subd. 4. Notice Required. Employees must give thirty (30) calendar days notice of the need for an FMLA leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for FMLA leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

Subd. 5. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

Subd. 6. Pay and Benefits. FMLA leaves of absence shall be without pay unless the employee elects to use accumulated paid leave benefits for all or any portion of the leave's duration. Health plan benefits for the employee and the employee's covered dependents, if any, shall be continued on the same basis as coverage would have been provided had the employee been actively employed during any unpaid portion of the maximum twelve (12) week FMLA leave entitlement.

Subd. 7. Reinstatement After FMLA Leaves. Employees shall return to their original position and job classification at the expiration of their FMLA leave. In the event a layoff or reorganization occurs during the FMLA leave that affects the employee or the employee's position, the provisions of this Agreement at Article 8, Section 8.08 (*Reduction of Employees*) and/or Article 26 (*Transfers*) shall be implemented as may be necessary and appropriate at the expiration of the employee's FMLA leave.

### **Section 13.03 - School Conference and Activities Leave**

Leaves of absence without pay shall, upon request, be granted to regular employees of up to a total of sixteen (16) hours during any twelve (12) month period for the purpose of attending school, pre-school or child care provider conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, employees shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

### **Section 13.04 - Union Leave**

A Union leave of absence shall be granted to employees for the purpose of Union business in accordance with the provisions of the Minnesota *Public Employee Labor Relations Act*, as amended.

### **Section 13.05 - Budget Leave**

Budget leaves of absence may be granted to employees when, in the Employer's sole discretion, it is necessary to reduce its operating budget. Such leaves shall be without pay but seniority, vacation, sick leave and insurance benefits shall not be interrupted or lost on account of the leave. Budget leaves may not be 1) imposed involuntarily on employees, 2) approved for any other purpose, or 3) exceed five hundred twenty (520) hours in any calendar year.

### **Section 13.06 - Military Leave**

Employees who leave their positions to enter the military service of the United States or the State of Minnesota shall be carried on the records in military leave status while in active service, and upon their honorable discharge shall be eligible for reemployment rights as set forth in the Uniform Service Employment Rights Act of 1994 (USERRA), provided they apply for reinstatement not later than ninety (90) days after completion of a regular active tour of duty with the United States Armed Forces, unless physical or mental disability or other cause not due to their own negligence prevents their return. Employees who are members of the Armed Forces of the United States of America or of the State of Minnesota shall be entitled to leaves of absence from their positions without loss of pay, seniority status, efficiency ratings, vacation, sick leave, or other benefits for all of the time they are engaged in such training or active service ordered or authorized by proper authority, but not exceeding a total of fifteen (15) working days in any calendar year.

### **Section 13.07 - Court Leave**

Regular employees may be authorized to be absent from duty with pay when summoned for jury duty or when served with a subpoena to appear before the court to testify in a proceeding except as plaintiff or defendant. Employees choosing to be absent on leave-with-pay status shall pay the Employer an amount equal to the compensation they receive for jury duty. If such compensation exceeds their regular salary rate, they may retain the difference.

### **Section 13.08 – Bereavement Leave**

A leave of absence of three (3) working days with pay shall be granted in the event regular employees suffer a death in their immediate family in accordance with the provisions of this Section. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual, demonstrated circumstances. For purposes of this Section, the term “immediate family” shall include the employee's parent, stepparent, spouse, child, stepchild, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, registered domestic partner within the meaning of Minneapolis *Code of Ordinances*, Chapter 142, grandparent or grandchild, or the parent, grandparent, brother or sister of an employee’s spouse or registered domestic partner within the meaning of Minneapolis *Code of Ordinances*, Chapter 142, or any member of an employee's household.

### **Section 13.09 - Bone Marrow Donor Leave**

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

**Section 13.10 - Effects Upon Employee Benefits**

Except for medical leaves as provided for in this Article, employees need not exhaust accrued sick leave or vacation benefits to qualify for leaves without pay. Except as specifically provided for by this Agreement, employees shall not be permitted to draw upon any previously accrued employee benefits and they shall not be eligible for holiday pay benefits during the period of any requested and approved leave of absence without pay. Further, Employer group insurance premium contributions shall terminate after an employee has been in leave of absence without pay status for more than thirty (30) calendar days.

**Section 13.11 - Return From Leave**

Employees who have been granted a leave of absence for six (6) months or less shall be returned to their original position and job classification at the expiration of the leave. Employees who have been granted a leave of absence in excess of six (6) months shall not be guaranteed reinstatement. Where the employee's original position, or a position of similar or lesser status and salary for which the employee is qualified is not available, the employee shall be placed in layoff status.

**Section 13.12 – Paid Parental Leave**

All new birth or adoptive parents shall be granted a three (3) week paid parental leave. This paid parental leave shall be compensated at the employee's current wage and not charged against the employee's accumulated sick or vacation leave. This leave must be consecutive without interruption. Seniority, vacation, and sick leave accruals shall continue throughout the leave.

**ARTICLE 14**  
**HEALTH AND HOSPITALIZATION**

**Section 14.01 - Workers' Compensation**

*Employees*, as defined by the *Minnesota Workers' Compensation Act*, shall be covered by Workers' Compensation insurance.

Subd. 1. Employees injured on the job and covered by Workers' Compensation insurance shall be paid for the remainder of the day in which the injury occurs.

Subd. 2. Leaves of absence shall be granted to employees who are injured or who become ill as a result of their work for the Employer in accordance with the provision of the *Minnesota Workers' Compensation Act*. Employees, at their option, may use available sick leave and/or vacation benefits for any day of the leave not compensated under the Act's *lost time* benefits. Where such benefits are used, and where Workers' Compensation lost time benefits are subsequently paid, the employee's sick leave and/or vacation accounts will be charged an equal additional amount. The Employer shall continue to make its contribution toward the employee's health insurance, dental insurance, and life insurance premiums during the leave provided the employee portion of the premiums, if any is required, is paid in a timely manner. The Employer's obligation to make its contributions shall continue until a) the employee has reached *maximum medical improvement* (as that term has meaning in the administration of the Act's provisions), or b) until the employee has been released for work

with restrictions which can be accommodated, or c) until the employee's restrictions which cannot be accommodated are deemed to be permanent, whichever first occurs.

Subd. 3. Any employee receiving benefits under Workers' Compensation insurance shall be allowed time from work to keep appointments with the physician in charge or for treatments needed at no loss in pay, not to exceed forty (40) hours per calendar year, and need not use compensatory time or sick leave that has been accumulated.

#### **Section 14.02 - Medical Certification**

Employees who, in the opinion of the Executive Director, become physically or mentally unable to perform their duties effectively may be examined by doctors designated by the Employer and at the Employer's expense. Employees shall be paid for the time required by such examinations within the scope of this Section provided they are in pay status at the time of the examination.

#### **Section 14.03 - Group Health Insurance**

Subd. 1. Employer's Contributions to Health Insurance and VEBA / HRA Plans. The Employer's annual HRA / VEBA contribution amounts are described by the provisions of Appendix "B" which is attached hereto and made a part of this Agreement.

Subd. 2. Enrollment and Eligibility. Upon proper application, regular full-time employees shall be enrolled as covered participants in the Employer's available health insurance plan effective the first day of the calendar month immediately following the completion of thirty (30) calendar days' employment.

Subd.3. Premiums for *Single* Coverage. If a properly enrolled employee as indicated in Subd. 2 above selects *single* (i.e., employee only) health insurance coverage under the Employer's available plan, the Employer shall contribute the same amount(s) contributed for all other employees of the Employer. The balance of required premiums, if any, shall be paid by enrolled employees through authorized payroll deductions which shall be taken twice monthly. The Employer's contributions toward the cost of single health insurance coverage are described by the provisions of Appendix "B" which is attached hereto and made a part of this Agreement.

Subd. 4. Premiums for *Dependent* Coverage. If a properly enrolled employee as indicated in Subd. 2, above, selects *dependent* (i.e., employee and eligible dependents) medical insurance coverage under the Employer's available plan, the Employer shall contribute the same amount(s) contributed for all other employees of the Employer. The balance of required premiums, if any, shall be paid by enrolled employees through authorized payroll deductions which shall be taken twice monthly. The Employer's contributions toward the cost of family health insurance coverage are described by the provisions of Appendix "B" which is attached hereto and made a part of this Agreement.

Subd. 5. Regular Part-Time Employees. Upon proper application, regular part-time employees whose regularly established work schedules are twenty (20) hours per week or more, shall be enrolled as covered participants in the Employer's available health insurance plan effective the first day of the calendar month immediately following the completion of thirty (30) calendar days' employment. The Employer's monthly contribution toward the premiums required for such coverages

shall be limited to the following scheduled percentages of the actual *single* or *dependent* coverage premium rates charged by the plan's provider to a maximum of the same percentage of the amounts provided for in Section 18.03, Subd. 2 or 3 (*Premiums for Single/Dependent Coverage*), whichever is applicable:

<u>Regularly Scheduled Weekly Hours of Work</u>	<u>Applicable Percentage</u>
20 - 24	60%
25 - 32	80%
33 - 40	100%

The balance of required monthly premiums shall be paid by enrolled regular part-time employees through authorized payroll deductions. Regular part-time employees whose regularly established work schedules are less than twenty (20) hours per week and their eligible dependents may elect to be enrolled in the available plan at their own expense.

Subd. 6. Confirmation of Modified Plan Benefits, Premiums, and Contributions. In the event health insurance plan provisions, including healthcare reimbursement accounts, monthly premiums, and/or employer contribution amounts are modified during the life of this Agreement, the Employer shall, within thirty (30) calendar days thereafter, modify the provisions of Appendix “B” which is attached hereto and made a part of this Agreement confirming the same and distribute the modified Appendix to the Union and the members of the bargaining unit.

**Section 14.04 - Open Enrollment**

Each year, as provided by the provider of the plan offered by the Employer, there will be an *open enrollment period* when employees may elect to change their health insurance coverage without the requirement of a physical exam and health history or providing proof of insurability for themselves or their eligible dependents.

**Section 14.05 - Group Dental Insurance**

Upon proper application, all regular full-time employees and regular part-time employees whose regularly established work schedules are twenty (20) hours per week or more and who have established their eligibility for health insurance coverage enrollment, shall be enrolled, along with their eligible dependents, in the Employer's available group dental insurance plan and shall be provided with the coverage specified therein effective the first day of the calendar month thereafter. The Employer shall pay 100% of the required premiums for full-time employees and the same percentage of the required premiums for eligible regular part-time employees as is applicable pursuant to Section 14.03, Subd. 5 (*Regular Part-Time Employees*), above. The balance of required monthly premiums for eligible part-time employees shall be paid by such employees through authorized payroll deductions. Regular part-time employees whose regularly established work schedules are less than twenty (20) hours per week and their eligible dependents may elect to be enrolled in the available plan at their own expense.

**Section 14.06 - Long-Term Disability Insurance**

Upon proper application, regular employees whose regularly established work schedules are twenty (20) or more hours per week and who have established their eligibility for health insurance coverage

enrollment, shall be enrolled as a covered participant in the Employer's available long-term disability insurance plan and shall be provided with the coverages specified therein effective the first day of the calendar month thereafter. To the extent permitted under applicable income taxation laws and regulations, the plan shall provide tax free income benefits to eligible insured employees in an amount equal to sixty percent (60%) of their regular monthly salary, to a maximum monthly benefit of six thousand dollars (\$6,000.00), ninety (90) days after the onset of a qualifying disability to the age at which the employee's eligibility for normal retirement benefits under Social Security is established or death, whichever first occurs. The plan itself, and not this Agreement, shall govern all matters concerning eligibility and the payment of benefits. The Parties have agreed to treat the actual annual premium amounts paid by the Employer on behalf of each covered employee as taxable compensation.

### **Section 14.07 - Group Term Life Insurance**

#### **Subd. 1. Employee Coverage**

Upon proper application, regular full-time employees who have satisfactorily completed the initial probationary period shall be enrolled on the first day of April or the first day of October immediately thereafter in the Employer's group term life insurance policy. Coverage amounts for each employee shall be one and one-half times their annual straight-time pay rounded to the next higher thousand. The Employer shall contribute one hundred percent (100%) of the required monthly premium.

#### **Subd. 2. Voluntary Term Life Coverage**

Employees shall be given the opportunity to purchase, at their own expense, supplemental group term life insurance coverage and/or group term life insurance coverage for their eligible dependents at rates and in coverage amounts provided for by the Employer's group term life insurance provider. The premiums required for the coverages elected by eligible employees shall be paid through authorized payroll deductions.

#### **Subd. 3. Plan Management and Control**

The group term life insurance policy, and not this Agreement, shall govern all questions concerning enrollment, eligibility, premiums, and benefits.

### **Section 14.08 - Chemical Dependency Treatment**

The Employer shall, upon the request of employees who have been diagnosed as chemically dependent and who enter any in-patient or out-patient chemical dependency treatment program which has been prescribed, recommended or approved for them - either at the time of admission or thereafter - by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency, pay up to five hundred fifty and no/100 dollars (\$550.00) per employee during their employment in program costs not covered by the employees' medical insurance.

### **Section 14.09 – Flexible Spending Account**

Employees who have established enrollment eligibility under the provisions of Section 14.03, Subd.

2 and/or 5 (*Enrollment and Eligibility*) of this Article, shall be provided an opportunity to participate in the Employer's *HRA Plan* - a Flexible Spending Account (FSA) which provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

## **ARTICLE 15** **RETIREMENT PLAN**

### **Section 15.01 - Retirement Plan Participation**

As a condition of their employment, all regular full-time employees who have attained the age of twenty and one-half (20½) years and who have satisfactorily completed the initial probationary period are, on the April 1st or October 1st immediately thereafter, required to participate in and make contributions to the Employer's *Retirement Plan* which provides retirement benefits to participating employees. The *Plan Document*, which shall be available for inspection by employees, governs all questions of eligibility, participation, contributions and benefits.

### **Section 15.02 - Plan Management and Control**

*Minnesota Statutes* Chapter 179A removes retirement contributions and retirement benefits from the matters over which the Parties are permitted to collectively bargain. Accordingly, the Employer's *Retirement Plan* is within the Employer's sole discretion, management and control. Its provisions and the provisions of this Article are not subject to collective bargaining; neither are they subject to review under the grievance and arbitration provisions of this Agreement.

### **Section 15.03 - Health Insurance Upon Retirement**

Certain Minnesota statutes provide for employee participation in Employer-sponsored health plans after retirement. Such statutes apply to the Employer and its employees. At the time this Agreement was made, eligible employees could elect to purchase, at their expense upon retirement, individual or dependent hospital, medical and dental coverages at the same premium rates and under the same conditions as active employees to age 65. Such statutes also provide for participation by surviving spouses of employees under certain circumstances and for participation after age 65 at rates and under conditions different than those which apply to active employees. Eligibility for such participation requires 1) the existence of a fully vested benefit under the Employer's retirement plan and 2) the attainment of age fifty-five (55) years.

### **Section 15.04 - Health Care Savings Plan**

To the extent permissible under state and federal regulations, the Employer shall participate in the Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) for the benefit of all eligible bargaining unit employees. The Plan allows employees to make pre-tax contributions to their accounts as provided in this Agreement and for the purpose of saving for the tax-free payment of post-employment medical expenses. All bargaining unit employees shall contribute one hundred percent (100%) of the proceeds, if any, they are eligible to receive from the sick leave retirement plan described by the provisions of Section 12.07 (*Accrued Sick Leave Retirement Plan*) of this Agreement at the termination of their employment. The Employer shall make all necessary deposits on each eligible employee's behalf. All questions concerning eligibility, benefits and administration shall be governed by the Plan and not this Agreement.



**ARTICLE 16**  
**NEW REGULAR JOBS AND VACANCIES**

**Section 16.01 - Posting**

All bargaining unit positions to be filled on a regular basis will be posted on the Employer's bulletin boards in all departments and locations for not less than seven (7) calendar days. Such postings shall also be sent to all bargaining unit employees by electronic means. The posting will indicate the number of jobs to be filled, the job title, classification and salary range, location and a final date after which bids will not be accepted. Qualifications for various positions will be the chief determining factor in selection. However, where all factors considered are equal between employees of the Employer, selection shall be on the basis of seniority.

**Section 16.02 - Bids**

All bids for regular bargaining unit positions shall be submitted to the Employer's Human Resources Department. The Employer will provide the Union with a list of employees bidding on regular positions. Employees serving *initial* or *new position* probationary periods under Section 8.02 (*Initial Probationary Periods*) or Section 8.07 (*Promotional and Transfer Probationary Periods*) of this Agreement shall not be eligible to bid on posted vacancies as internal applicants.

**Section 16.03 - Awarded Bids**

If an existing employee is chosen to fill a regular position covered by the bargaining unit, the Employer shall within five (5) work days or when reasonable after selection of the individuals send to all departments and locations a bulletin to be posted showing the name of the employee selected to fill the job.

**Section 16.04 - Temporary Employees**

Subd. 1. The Employer shall notify the Union of its intent to hire temporary employees or use the services of a temporary service agency, both of which are referred to in this Section as "temporary employees". Temporary employees shall work for periods not to exceed ninety (90) calendar days except under unusual circumstances as determined by the Executive Director. The Employer shall also notify the Union at least ten (10) working days prior to the expiration of the ninety (90) calendar day period of its intention to extend any temporary employment period and of the reason(s) for and term of such extension(s). However, temporary employees may be allowed to fill more than one temporary position. Temporary employees shall be entitled to no benefits under this Agreement and they shall not be considered as an internal applicant for any regular positions within the bargaining unit.

Subd. 2. Notwithstanding the provisions of Subd. 1, above, regular employees who, immediately following a layoff from their regular bargaining unit position, accept an appointment to an available temporary position, shall retain the rights and benefits of regular employees under this Agreement for the duration of the temporary appointment. Such employees shall be paid the rate of pay established by the Employer for the temporary appointment.

Subd. 3. In the event regular employees are appointed to fill a temporary position or to fill a regular position on a temporary basis, they shall be returned to their former position upon the

completion of the temporary appointment.

Subd. 4. The Employer may also utilize the services of temporary employees to replace an absent member of the regular workforce who is on a paid or unpaid leave of absence for up to nine (9) months. The Employer shall notify the Union when there is a need to utilize a temporary employee. The utilization of the temporary employee will terminate upon the absent member's return. Should the absent employee terminate their employment, the position shall be filled according to the provisions of Section 16.01, Section 16.02 and Section 16.03 (*Posting; Bids, Awarded Bids*) of this Agreement. Temporary employees shall be entitled to no benefits under this Agreement and they shall not be considered as an internal applicant for any regular positions within the bargaining unit.

#### **Section 16.05 - Reclassification of Incumbents**

If the Employer reclassifies employees to higher-level classifications subsequent to the gradual evolution of the duties and responsibilities of the employee's position to such higher level, no vacant position shall be considered to exist and the posting, bidding and award procedure of this Article shall not be observed. The Employer shall notify the Union, in writing, of any reclassification actions it takes under the provisions of this Section.

#### **Section 16.06 - Career Development Training Program**

In the event the Employer intends to implement a Career Development Training Program during the life of this Agreement, it shall first meet and confer with the Union.

### **ARTICLE 17 BULLETIN BOARDS**

The Employer will designate a location in each office complex where the Union may place a bulletin board for its exclusive use. The Union may use the bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, Union recreational, social affairs and related items. The Union shall exercise appropriate discretion to insure that items of a controversial or derogatory nature are not posted.

### **ARTICLE 18 LABOR-MANAGEMENT COMMITTEE**

#### **Section 18.01 - General**

The Employer and the Union shall form a Joint Labor-Management Committee for the continuing purpose of meeting and discussing matters of mutual interest and concern. The Committee shall consist of four (4) bargaining unit employees appointed by the Union and four (4) supervisory employees appointed by the Employer. The Committee shall have no authority to conduct negotiations on contractual issues and it shall not serve as a substitute for the grievance procedure outlined elsewhere in this Agreement. Rather, the Committee shall meet to discuss ways bargaining unit employees and their supervisors can improve the quality and/or efficiency with which the Employer delivers services to the public.

## **Section 18.02 - Meetings of the Committee**

Each Party shall appoint up to four (4) additional members. Each Party shall select its own co-chair from among its Committee members. The Committee shall meet on a bi-monthly basis (or as otherwise agreed upon by the Committee Chairs) during normal, daytime working hours. Employee members of the Committee shall be paid their regular, straight-time base rates of pay for all working hours lost as a result of such meetings.

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

### **Section 19.01 - General**

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Failure of an employee to pass a promotional probationary period, however, is not disciplinary action within the meaning of this Agreement and is, therefore, not grievable under the grievance provisions of this Agreement. Verbal reprimands, while grievable under the grievance provisions of this Agreement, are not arbitrable under such provisions.

### **Section 19.02 - Disciplinary Procedure**

Disciplinary action shall normally include only the following measures and, depending upon the seriousness of the offense and the involved employee(s) record of employment with the Employer, shall normally be administered in the following order:

- Subd. 1. Verbal reprimands or warnings.
- Subd. 2. Written reprimands or warnings.
- Subd. 3. Disciplinary reduction in vacation benefits.\*
- Subd. 4. Demotion or discharge from employment.

\* Employees may not be suspended from duty without pay as discipline under this Agreement. Rather, where just and proper cause exists, the Employer may impose *disciplinary reductions in vacation benefits* for periods of time depending upon the seriousness of the offense and the involved employee's record of employment with the Employer. Disciplinary reductions in vacation benefits carry the same weight and shall have the same effect as suspension from duty without pay.

If the Employer has reason to reprimand an employee, it shall not be done in the presence of other employees or the public.

### **Section 19.03 – Records**

A written record of all disciplinary actions within the meaning of this Article, excluding verbal reprimands or warnings, shall be provided to the involved employee(s) and may be entered into the involved employee's personnel record. Such record shall include the specific reason(s) relied upon and/or which have been used to form the basis for the disciplinary action imposed. Investigation into conduct which does not result in disciplinary action, however, shall not be entered into the employee's personnel record. Copies of all notices of disciplinary reductions in vacation benefits, demotion and/or discharge involving bargaining unit employees shall promptly be provided by the Employer to

the Union. Disciplinary reductions in vacation benefits shall not be relied upon to form the basis for further disciplinary action after three (3) years following the date of the disciplinary action.

Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the disciplinary action.

#### **Section 19.04 - Union Representation**

The Employer recognizes the right of employees who have reasonable cause to believe that the Employer is conducting an investigation into misconduct or wrongdoing that might lead to disciplinary action to request and receive Union representation in any investigatory conference with the Employer. Such Union representative shall not be entitled to directly participate in the investigation except to advise and counsel the involved employee. When scheduling such investigatory meetings, the Employer shall disclose the nature of the meeting to the employee before the meeting is conducted.

#### **Section 19.05 - Discharge Due Process**

No regular employee (i.e., an employee who has satisfactorily completed the initial probationary period) shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the Employer which shall be conducted after advance notice to the involved employees and their Union representative who shall be permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

### **ARTICLE 20** **RULES AND REGULATIONS**

#### **Section 20.01 - General**

The Employer retains the right to establish reasonable rules and regulations which are not in conflict with the express terms of this Agreement. The Employer shall provide at least five (5) days' notice to the Union where practicable regarding additions or changes of the existing rules and regulations prior to their implementation. Upon request from the Union, the Employer will meet and confer regarding such changes.

#### **Section 20.02 - Drug and Alcohol Testing**

No employee shall be tested for drugs and/or alcohol except pursuant to the provisions of the Employer's *Drug and Alcohol Testing Policy* which is attached hereto and made a part of this Agreement as if more fully set forth herein.

**ARTICLE 21**  
**CONTRACTING OUT WORK**

**Section 21.01 - General**

Nothing in this Agreement shall prohibit nor restrict the right of the Employer to contract out work currently performed by the Employer's employees.

**Section 21.02 - Notice and Conference Required**

In the event the Employer finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Union will be notified no less than sixty (60) calendar days in advance. During this sixty (60) day period the Employer will meet with the Union to discuss ways and means of minimizing any impact the subcontracting may have on the employees and the Union may submit proposals concerning the terms and conditions of employment and/or this Agreement which it believes may be relevant to any decision to contract out or reassign work then performed by bargaining unit employees.

**ARTICLE 22**  
**PERFORMANCE OF BARGAINING UNIT WORK**

Supervisory employees will make reasonable efforts not to perform bargaining unit work covered by this Agreement except in emergencies, employee absences or under extenuating circumstances and at such times as it involves the instruction or training of employees.

**ARTICLE 23**  
**LONG-TERM DISABLED EMPLOYEES**

Employees with ten (10) years or more of continuous service with the Employer who become disabled, as verified by a physician designated by the Employer, during their tenure with the Employer and who become unable to adequately carry out their regular job responsibilities shall be given consideration where possible for transfer to other vacant positions, if available, in which they could adequately perform. Such employees shall be compensated at the rate commensurate with the responsibilities assigned. Jobs to which such employees are assigned shall not be subject to the posting and bidding process.

**ARTICLE 24**  
**COMPENSATION FOR SPECIAL ASSIGNMENT**

Any employee who is temporarily assigned to perform a majority of the essential duties of a position (as measured by the time typically required to perform such duties) which is customarily compensated at a higher level, shall be paid the minimum rate for the higher classification or a rate which is at least five percent (5%) higher than the employee's current salary, whichever is greater, for all work so

performed beyond thirty (30) calendar days. Increased compensation for special assignments, when applicable, will be made retroactive to the first day of the assignment whenever the duration of the Agreement exceeds thirty (30) working days.

## **ARTICLE 25** **MISCELLANEOUS**

### **Section 25.01 - Time Off for Classes**

At the discretion of the immediate supervisor and Regional Property Manager or Division Director, employees may be granted limited time off to attend classes which are closely job-related if such time is made up in a manner and at a time acceptable to the supervisor and which does not require the use of overtime.

### **Section 25.02 - Tuition Reimbursement**

All non-probationary employees may take advantage of the Employer's tuition reimbursement program which encourages employees to take college level or trade school courses for credit at accredited educational institutions in subjects which relate to the work of the Employer or which are requirements for an associate, bachelor's, or advanced degree in a major field of study which relates to the work of the Employer. Employees may also utilize tuition reimbursement for non-credit certifications, seminars, training programs, etc. that relate to the employee's work or which can reasonably be expected to have a positive impact on the employee's skills, job performance, and/or professional growth. The Employer will reimburse all costs associated with an approved program, class, or course four thousand dollars (\$4,000.00) per calendar year upon documented completion of the course with a passing grade of "C" or higher where applicable (a "pass" is appropriate when the course is graded on a pass-fail basis). Requests for tuition reimbursement must be requested and approved in advance and shall be routed to the Employer's Human Resources Department through the employee's Department Manager.

### **Section 25.03 – Work Uniforms for Housing Inspectors**

Subd. 1. Work Uniforms. Housing Inspectors are required to wear a complete, serviceable work uniform while on duty. Such work uniform shall include work boot/work shoe footwear, including winter footwear where appropriate, but excluding all dress, street, casual, and athletic footwear. Newly hired regular employees shall receive a standard issue of work uniforms without cost to them. Thereafter, on an annual basis each Spring, replacements for worn work uniform items shall be ordered for delivery to employees without cost to them to a maximum cost of four hundred dollars (\$400.00) per employee per year. Work uniform items available for selection by employees shall include short and long sleeve shirts in both regular and light weights, pants, jeans, jackets, jacket liners, parkas, wind breakers, winter underclothing, uniform caps, stocking caps, coveralls, work belts, and footwear - all of which shall be of the design, type and color specified by the Employer. Availability shall be subject to the Employer's ability to procure work uniform items through its normal procurement process and suppliers. Nothing in this Agreement shall prohibit the Employer from providing comparable work uniform items through a uniform rental service.

Subd. 2. Multiple Site Employees. The Employer shall provide at no cost to bargaining unit employees who are required to visit multiple housing locations a highly visible vest or other highly visible article of clothing which clearly identifies the employee as an MPHA staff member.

**Section 25.04 - Fees for Seminars**

At the discretion of the Employer and subject to the availability of budgeted funds, the Employer may pay the registration fees required by seminars and similar training programs provided participation by employees in such activities is directly related to the employee's current position and can reasonably be expected to have a positive impact on the employee's skills and/or job performance. Requests for approval of such expenses must be submitted in advance to the employee's immediate supervisor who shall review the request and forward it to the Employer's Human Resources Department for necessary action.

**Section 25.05 - Computer Technology**

Subd. 1. Computer Training. Where the use of computer technology is introduced or required in the performance of employee duties and responsibilities, the Employer shall provide training opportunities and technical support to ensure involved employees have the opportunity to achieve the level of proficiency required to meet the employee's job duties and responsibilities.

Subd. 2. Employee Health and Safety. The Employer shall provide information to employees regarding known health risks associated with the use of personal computers and monitors, as well as the safe operation of computer technology and the proper positioning of chairs, work surfaces and equipment to promote physical comfort and to prevent injury.

**ARTICLE 26**  
**TRANSFERS**

**Section 26.01 - Notice**

In the event the Employer involuntarily transfers an employee from one work location to another or from one job classification to another for a period in excess of seven (7) days, said employee will be notified no less than ten (10) work days in advance of said transfer.

**Section 26.02 - Employee Preference**

In effecting transfers within the organization, due consideration shall be given to the preference of the employee involved. When transfers of employee(s) are necessitated by organizational change(s), reasonable effort shall be made to avoid reduction in compensation of the affected employee(s).

**ARTICLE 27**  
**RATES OF PAY**

**Section 27.01 - Pay Schedule**

The rates of pay reflected in Appendix "A", attached hereto, are a part of this Agreement.

## **Section 27.02 - Pay Progression Step Increases**

When provided for by the provisions of Appendix "A" of this Agreement, increases in pay from one level in each employee's applicable pay grade to higher levels in the applicable grade shall be awarded in accordance with the following provisions:

Subd. 1. Employee Performance Evaluation. Each year, the Employer shall evaluate each employee's job performance in accordance with the provisions of the employee performance evaluation system which was applicable to bargaining unit employees at the time the Agreement was made. The contents of employee performance evaluations, including the supervisory judgments regarding employee job performance which may be expressed and/or contained therein, are not subject to review under the grievance or arbitration provisions of this Agreement. The Employer shall meet and confer with the Union on the development or adoption of any employee performance evaluation system different from the one referred to herein.

Subd. 2. Application of Pay Progression Step Increases. On the effective dates set forth in Appendix "A", Section A.02 (*Revised Compensation Schedule*) of this Agreement, regular bargaining unit employees shall be eligible to receive an increase in compensation referred to herein as a *pay progression step increase* provided:

- a. Their job performance has not been rated at the "*unsatisfactory*" level within the meaning of the employee performance evaluation system referenced above. The Employer reserves the right to withhold scheduled pay progression step increases where an employee's job performance has been rated unsatisfactory in the immediately preceding rating period. Disputes which may arise between the Parties upon any final denial of a pay progression step increase shall be subject to review under the grievance and arbitration provisions of this Agreement.
- b. They are compensated at pay levels which are less than the maximum of the salary range applicable to their job classification. Annual pay progression step increases shall be granted to eligible employees in the appropriate amounts only until the maximum of the salary range is reached. In the event a pay progression step increase would exceed the maximum of the salary range, it shall be reduced to an amount which would equal the maximum of the salary range. No pay progression step increases shall be granted to employees after their salary reaches the maximum of the salary range.

Subd. 3. Delayed and/or Denied Increases. When granted, full (i.e., not reduced pursuant to the provisions of Subd. 2(b) above) pay progression step increases shall have a value of two and one half percent (2.50%) of the employee's salary.

## **ARTICLE 28** **DURATION**

### **Section 28.01 - Term and Reopening Negotiations**

This Agreement shall take effect on July 1, 2020. It shall remain in effect through June 30, 2023, and thereafter until modifications are made pursuant to the *Public Employee Labor Relations Act*. If either Party desires to modify or amend the Agreement commencing on July 1, 2023, written notice of such intent shall be given on or before April 1, 2023.



### **Section 28.02 - Effect**

This Agreement constitutes the full and complete Agreement between the Employer and the Union representing the employees in the appropriate unit of this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. This Agreement also constitutes a *statement of personnel policies* within the meaning of U.S. Department of Housing and Urban Development regulations applicable to the Employer.

### **Section 28.03 - Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except by mutual agreement of the Parties.

### **Section 28.04 - 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 provision of this Agreement or the application of any provision thereof and a substitute provision shall be renegotiated by the parties to replace the void clause.

**PLEASE READ AND CHECK THE BELOW BOX BEFORE SIGNING BY ELECTRONIC SIGNATURE**

The parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as follows:

**MINNEAPOLIS PUBLIC HOUSING  
AUTHORITY**

By \_\_\_\_\_  
Abdulkadir Warsame                                  Date  
Executive Director / CEO

**AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES,  
MINNESOTA COUNCIL 5, LOCAL NO  
551, AFL-CIO**

Date

By \_\_\_\_\_  
Bart Andersen  
AFSCME Director

By \_\_\_\_\_  
David Bard    Date  
Field Representative  
Minnesota AFSCME Council 5

By \_\_\_\_\_  
Ayla LeRoy    Date  
President  
AFSCME Local 551

By \_\_\_\_\_  
Kristel Fierro    Date  
Negotiations Committee Member  
AFSCME Local 551

By \_\_\_\_\_  
Angela Hunter    Date  
Negotiations Committee Member  
AFSCME Local 551

## COMPENSATION

### Section A.01 - Pay Equity

The compensation provisions of this Agreement are subject to the provisions of *Minnesota Statutes* Chapter 471, Sections 471.991 through 471.999 (the *Minnesota Local Government Pay Equity Act*, as amended), have been and will continue to be negotiated by the Parties to conform therewith. The job classifications covered by this Agreement have been assigned pay grade levels with corresponding minimum and maximum compensation rates, with the purpose of establishing *reasonable compensation relationships* between the *female-dominated*, *male-dominated* and *balanced classes* of employees utilized by the Employer within the meaning of the aforementioned statute.

The Employer shall evaluate newly created or substantially changed job classifications, and assign pay grade levels to such classifications, in a manner consistent with the evaluation of job classifications which existed at the time this Agreement was made as such job classifications may be created or changed during the life of this Agreement. The Employer's failure or refusal to have a newly created or substantially changed job classification evaluated pursuant to the provisions of this Section is subject to review under the provisions of the grievance and arbitration provisions of this Agreement.

### Section A.02 - Revised Compensation Schedule

The following general increases in salaries shall be implemented on the dates indicated:

Effective July 1, 2020	3.00 percent across-the-board
Effective July 1, 2021	3.00 percent across-the-board
Effective July 1, 2022	3.00 percent across-the-board

Each Pay Grade's minimum and maximum rates shall also be increased by the above general increase amounts effective July 1, 2020 and there shall be no pay progression step increases as provided in Section 27.02 (*Pay Progression Step Increases*) during the life of this Agreement. Each Pay Grade's minimum and maximum rates shall remain unchanged on July 1, 2021 and July 1, 2022. Employees whose salaries are limited by the maximum salary rate of the applicable range shall receive the amount over the maximum in a lump sum payment.

### Section A.03 - Pay Upon Promotion

Upon promotion to a position in a higher pay grade, employees shall receive a salary increase of at least ten percent (10.0%) provided the new salary rate does not exceed the maximum salary rate for the new pay grade. The promoting employee and his or her manager may agree to a new salary above

the ten percent minimum provided it is at or below the maximum of the range for the new job classification.

**Section A.04 – Pay Upon Demotion**

In the event an employee is demoted from a position in a higher pay grade to a position in a lower pay grade, either as a result of the posting and bidding provisions of this Agreement at Article 16 (*New Regular Jobs and Vacancies*) or the discipline provisions of this Agreement at Article 19 (*Discipline and Discharge*), the employee’s new rate of pay shall be the same relative distance between the lower pay grade’s minimum and maximum rates as the employee’s rate was in the higher classification. The provisions of this Section will become effective on the first day of the pay period immediately upon final approval of this Agreement by both Parties.

**Section A.05 – Job Classifications, Grades, and Hourly Pay Rates**

	Effective 07-01-2020		Effective 07-01-2021		Effective 07-01-2022	
	Min	Max	Min	Max	Min	Max
<b>Pay Grade 1</b>	\$15.55	\$22.12	\$15.55	\$22.12	\$15.55	\$22.12
<b>Pay Grade 2</b>	\$16.71	\$23.80	\$16.71	\$23.80	\$16.71	\$23.80
Clerk Receptionist						
<b>Pay Grade 3:</b>	\$17.91	\$25.60	\$17.91	\$25.60	\$17.91	\$25.60
Leasing Clerk Management Aide						
<b>Pay Grade 4:</b>	\$19.26	\$28.49	\$19.26	\$28.49	\$19.26	\$28.49
Account Clerk						
<b>Pay Grade 5</b>	\$20.99	\$29.93	\$20.99	\$29.93	\$20.99	\$29.93
Administrative Assistant II Eligibility Technician Work Order Coordinator						
<b>Pay Grade 6</b>	\$21.82	\$30.43	\$21.82	\$30.43	\$21.82	\$30.43
Accounting Associate Collection Agent / Rental Housing Inspector Pest Control Coordinator						
<b>Pay Grade 7:</b>	\$22.38	\$32.88	\$22.38	\$32.88	\$22.38	\$32.88
AMP Office Coordinator Project Administrator						
<b>Pay Grade 8:</b>	\$24.27	\$29.92	\$24.27	\$29.92	\$24.27	\$29.92
Accountant I Community Services Coordinator- FSS Community Services Coordinator- Mobility LIPH Coordinator Procurement Coordinator Quality and Technical Specialist Senior Housing Inspector						

HCV Housing Coordinator							
HCV Programs Specialist							
HQS Specialist							
<b>Pay Grade 9:</b>	\$26.25	\$38.48	\$26.25	\$38.48	\$26.25	\$38.48	
Program & Engagement Coordinator							
Systems Engineer							
Community Resource Specialist							
<b>Pay Grade 10:</b>	\$28.39	\$41.63	\$28.39	\$41.63	\$28.39	\$41.63	
Accountant II							
Data Analyst							
Buyer							
Communications Specialist							
Community Engagement Specialist							
Community Engagement Specialist Health & Education							
Construction Project Manager							
Relocation Coordinator							
<b>Pay Grade 11:</b>	\$30.69	\$44.99	\$30.69	\$44.99	\$30.69	\$44.99	
Senior Accountant							
Business Applications Analyst							
Senior Systems Analyst							
Support Analyst							
Senior Project Manager							
Senior Planner							
<b>Pay Grade 12:</b>	\$33.21	\$48.69	\$33.21	\$48.69	\$33.21	\$48.69	
<b>Pay Grade 13:</b>	\$35.91	\$52.65	\$35.91	\$52.65	\$35.91	\$52.65	
Senior Business Analyst, ERP							

**Section A.06 – Second Language and Longevity Pay Premium Committees**

The Employer and the Union shall discuss the development of a “Second Language Premium” in a Labor-Management Committee to be formed by July 1, 2021.

The Employer and the Union shall discuss the development of a “Longevity Pay Premium” in a Labor-Management Committee to be formed by July 1, 2021