



HOUSING AND REDEVELOPMENT AUTHORITY
OF DULUTH, MINNESOTA
222 EAST SECOND STREET
P.O. BOX 16900 • DULUTH, MINNESOTA 55816-0900
PHONE 218/529-6300 • FAX 218/529-6344 • TTY 218/529-6321



January 30, 2020

Morgen Martin
211 West 2nd Street
Duluth, MN 55802

Dear Morgen,

Please find attached the Agreement between the Housing and Redevelopment Authority of Duluth, Minnesota and AFSCME Local 66 for January 1, 2020 through December 31, 2022 signed by all parties. Should you have any questions or comments, please contact Jill Keppers by email at jkeppers@duluthhousing.com or by calling (218) 529-6341.

Thank you,

A handwritten signature in cursive script that reads 'Anna Carlson'.

Anna Carlson
Senior Executive Assistant

Enclosure

AGREEMENT

BETWEEN

HOUSING & REDEVELOPMENT AUTHORITY OF DULUTH

AND

AFSCME LOCAL 66

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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PREAMBLE

This AGREEMENT made and entered into this _____ day of _____, 20__, by and between the BOARD OF COMMISSIONERS OF THE HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA, a public body, corporate and politic, organized and existing pursuant to the laws of the State of Minnesota, hereinafter called the "HRA",

and

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES – LOCAL 66, having the status of exclusive representative for certain employees of the HRA, hereinafter called the "UNION".

WITNESSETH:

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

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

WHEREAS, the parties desire to establish an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, to promote harmonious relations between the parties; and

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

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

ARTICLE 1: RECOGNITION

- 1.1 The HRA recognizes the UNION as the exclusive bargaining representative for all employees who are public employees within the meaning of Minnesota Statute Section 179A.03, Subdivision 14, excluding supervisory employees, other management employees, the Special Projects Administrator and confidential employees.
- 1.2 The grades and classifications included within the bargaining unit and covered by this Agreement are those contained in Appendix A-1 and A-2.

- 1.3 In the event of a dispute between the HRA and the UNION concerning the inclusion or exclusion of a newly-created or modified job classifications or positions within the bargaining unit described in 1.1, either party may refer the dispute to the Bureau of Mediation Services for determination.
- 1.4 Except with respect to matters relating to compliance with the Americans with Disabilities Act or the Minnesota Human Rights Act regarding reasonable accommodations, based on a disability, the Employer will not, during the life of this agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this agreement except through the UNION or its authorized representatives. The employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

The purpose of this Article is to establish the concept that management retains all of its rights except to the extent to which it was agreed to be limited to or restricted by this Agreement. It is recognized that, except as expressly stated herein, the HRA shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the HRA in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the HRA; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The HRA may take any and all actions necessary, in its discretion, to comply with the Americans with Disabilities Act or the Minnesota Human Rights Act regarding reasonable accommodations based on a disability. The HRA reserves the right to contract with third parties for goods or services of any kind, including those heretofore provided by members of this unit; however no such contract will be made which shall result in a reduction in the work force.

ARTICLE 3: UNION RIGHTS

- 3.1 Dues Deduction. The HRA shall deduct the monthly membership dues or fair share fee from the earnings of those employees who are in the bargaining unit. The UNION shall submit such authorizations and certify the amounts to be deducted. The deductions shall continue in effect until canceled by the employee through the UNION. The deductions of all employees, together with a detailed record, shall be remitted to the UNION office by the 10th day of the month after such deductions are made.

- 3.2 The UNION may designate a maximum of six (6) employees within the bargaining unit as Stewards. With the consent of the employee's immediate supervisor, which shall not be unreasonably denied, the HRA agrees that during working hours, on the HRA's premises, and without loss of pay, the UNION steward or the designated UNION representative shall be allowed reasonable time, which does not unduly interfere with the steward's normal duties, to post UNION notices and announcements, to transmit communications authorized by the local UNION or its officers to the employer, and to consult with the HRA, the employee involved and the designated UNION representative concerning enforcement of any provisions of this Agreement.
- 3.3 Processing Grievances. The Steward involved and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without requesting permission from his/her immediate supervisor which shall not be unreasonably withheld. The Steward involved and the grieving employee shall receive their enhanced hourly rate, excluding overtime, when a grievance is investigated or processed during working hours in Step 1 and Step 2 of the grievance procedure. Employees shall not receive pay when a grievance is processed in Step 3 or Step 4 of the Grievance Procedure.
- 3.4 Bulletin Board. The HRA shall provide reasonable space on designated employee bulletin boards for the posting of official UNION notices and announcements.
- 3.5 Changes in Employment Status. The HRA shall notify the UNION in writing of the names, classifications, and addresses of all employees added to the bargaining unit or removed from the bargaining unit, on a monthly basis.
- 3.6 Exclusivity. No other employee organization shall be granted payroll deduction for dues for employees covered by this agreement.
- 3.7 Consultations between UNION representative(s) and employee(s), to the extent they occur on HRA premises, shall only be conducted in a private setting, which shall be made available by the Employer.
- 3.8 Within the first two weeks of a new bargaining unit member's commencement of employment, the HRA shall allow an appointed Union designee up to thirty minutes of orientation time to meet with the new employee at the new employee's work location. The time of the union designee and the new employee shall be documented by both employees and the time for both employees shall be paid by the Union. The thirty minute limit includes the union designee's travel time to and from the new employee's work location.

ARTICLE 4: DEFINITIONS

- A. **Call Back** shall mean requiring an employee who is not on Standby to report to work outside the employee's scheduled hours.
- B. **Demotion** shall mean the voluntary change of an employee from a position in one classification to a position in another classification with less responsible duties signified by a lower rate of pay.
- C. **Department** shall mean a section defined by the HRA in an organizational chart and includes a HUD-defined AMP or group of AMPs or a group of buildings operated as a single housing development as signified by a common name, common ownership or common administration.
- D. **Enhanced Hourly Rate** shall mean the total of employee's step hourly rate, hourly longevity pay, hourly boiler pay and hourly additional compensation for single medical coverage as provided for in Article 12.1E.
- E. **In payroll status** shall mean receiving wages for time worked or compensation for time off work (sick leave pay, holiday pay, vacation, workers compensation indemnity benefits, short term paid leave).
- F. **Permanent position** shall mean a position that falls within one of the job classifications in Appendix A-1.
- G. **Promotion** shall mean the change of an employee from a position in one classification to a position in another classification which requires the performance of more responsible duties signified by a higher rate of pay.
- H. **Reassignment** shall mean a change by an employee from a position in one classification to a position in another classification having the same rate of pay.
- I. **Regular Employee** shall mean a Regular Full-Time Employee and a Regular Part-Time Employee.
- J. **Regular Full-Time Employee** shall mean an employee hired to fill an authorized job position for a normal workweek of at least 37.5 hours.
- K. **Regular Part-Time Employee** shall mean an employee hired for a workweek of more than 14 hours and fewer than 37.5 hours and who will work more than 67 days per calendar year, except in the case of students as defined in Minnesota Statutes, section 179A.03, subd. 14, which statute shall govern as to students. Part-time employees shall be eligible for vacation, sick leave, paid holidays, and personal leave benefits on a pro-rata basis based upon scheduled hours per week. If a part-time employee is eligible to participate in the hospital-medical insurance program, the employer will pay a pro-rata share of the premium and the employee shall pay the balance. If a part-time employee is

eligible to participate in retirement/pension benefits, the Employer will pay the cost of such retirement/pension benefits.

- L. **Report to Work** shall mean when the employee physically reaches the work site.
- M. **Standby** shall mean an assignment by the Director of Housing Services requiring an employee to be ready and available for immediate response to HRA-related matters.
- N. **Step Hourly Rate** shall mean the employee's hourly wage rate as set forth in Appendix A-1 or A-2, as applicable.
- O. **Temporary Employee** shall mean an employee hired for seasonal or intermittent periods of work not to exceed 67 work days per calendar year, except in the case of students as described in Minnesota Statutes, section 179A.03, subd. 14, which shall govern as to students. Temporary employees shall not be hired for successive periods of employment. Temporary employees shall not be covered by this Agreement.
- P. **Time Actually Worked While on Standby** shall mean the period the employee performs assigned work tasks after reporting to and prior to leaving the work site measured in fifteen (15) minute increments rounded to the nearest fifteen (15) minutes.
- Q. **Transfer** shall mean the relocation of an employee to a different work location without a change in classification or pay.
- R. **"Within seven working days"** shall mean the action required is completed not later than the seventh working day after the day on which the preceding action triggering the responsive action occurs. For example, if a grievance meeting occurs on Monday and the employer's written response is due **within seven working days** after the meeting, the response will be due by the close of business on the following Wednesday (provided that none of the intervening days is a holiday) because any weekend days and holidays shall not count as working days.
- S. **Working days** shall mean all days except Saturdays, Sundays, and holidays on which the Employer is not open to conduct business.

ARTICLE 5: PROBATIONARY PERIOD

- 5.1 **Original Employment Probationary Period:** Regular employees shall, as a condition of employment, serve a six (6) continuous month probationary period. The probationary period shall apply to all regular employees, including former employees who are re-employed following separation.

- A. Employees may be terminated during the probationary period at the sole discretion of the HRA without such termination being a violation of this Agreement or being grievable through the grievance procedure established by Article 18 (Grievance Procedure).
 - B. During the probationary period, employees shall accrue sick leave and vacation as established by Article 8 (Sick Leave) and Article 9 (Vacation).
 - C. Employees shall have no seniority status during the probationary period. Upon the successful completion of the probationary period, employees shall be assigned a seniority date as of their first day of work.
- 5.2 All newly employed Maintenance Mechanics shall serve a six (6) month probation period after which a written evaluation shall be made by the supervisor. An additional six (6) months of on-the-job training shall be conducted and a written evaluation shall be made by the employee's supervisor at the completion of that training period. Employees may be terminated during any of the above training periods without such termination being a violation of this agreement or being grievable through the grievance procedure established by Article 18, Grievance Procedure.
- 5.3 Promotional and Reassignment Probationary Period. Regular employees promoted or reassigned to a job classification covered by this Agreement shall serve a probationary period of ninety (90) calendar days. Employees promoted or transferred to a job classification not covered by this Agreement shall have ninety (90) calendar days in which to return to their previous job classification. The employee's seniority shall continue to accrue during this period.
- A. At any time during the probationary period an employee may be returned or reassigned to the employee's previously held job classification at the discretion of the HRA with appeal to the HRA Board of Commissioners. Written notice of a desire to appeal by the employee or the UNION must be received at least ten (10) working days prior to the next regularly scheduled Board meeting. This appeal is not grievable under Article 18(Grievance Procedure). If an employee does not successfully complete a promotional probationary period, the employee shall be returned to the employee's previously held job classification. At any time during the probationary period, an employee may elect voluntarily to return to the job classification previously held by the employee prior to promotion or reassignment. When an employee is returned or voluntarily returns to their previous job classification, the employee shall be restored to all seniority accrued at the time of the promotion or reassignment.

- B. Employees returned to their previously held job classification shall suffer no break in their seniority, length of service for the purpose of benefits, and shall be compensated at the step hourly rate received prior to the promotion (including an annual increment and a general increase if applicable under the provisions of Article 11 (Hourly Rate Schedule)).

ARTICLE 6: HOURS OF WORK

6.1 Work Day.

- A. The Work Day will consist of three shifts with work hours parameters as follows:

Day Shift: 7:00 a.m. to 5:00 p.m.

Afternoon Shift: 12:00 noon to 10:00 p.m.

Night Shift: 10:00 p.m. to 8:00 a.m.

Except for Resident Caretakers and Maintenance Technicians, all employees hired prior to January 1, 2014 are assigned to the Day Shift, Monday-Friday. Once assigned to a shift, employees will not be assigned to a different shift without their consent. An employee may request assignment to a different shift; however, the HRA has the sole discretion to approve or deny the request.

As to all employees, the HRA retains the discretion to transfer employees within the same job classification and employees cannot transfer laterally unless they change shifts or work days.

Except for Resident Caretakers and Maintenance Technicians, the HRA may assign employees to 7.5 hours of work each day within the time parameters of the shift. To the extent possible, scheduling of work hours will be done on a voluntary basis, with seniority used to resolve conflicts.

Employees may request an assignment of up to 9.5 hours of work per day (exclusive of paid meal periods) within the time parameters of the shift. Requests for shifts in excess of 7.5 hours will be approved or denied at the sole discretion of the supervisor.

- B. Administrative and Maintenance Employees. Subject to Article 6.1 A, under which the HRA may, in its discretion, approve an alternate work schedule, the work day for administrative employees shall be seven and one-half (7 ½) hours of paid time, excluding an unpaid lunch period, or as otherwise prescribed by the Executive Director.

- C. Resident Caretakers and Maintenance Technicians. The work day for Resident Caretakers and Maintenance Technicians will be seven and one-half (7 ½) hours scheduled during the 24-hour period, midnight to midnight, at such times as the duties of the position require..

6.2 Work Week.

- A. The work week shall consist of seven days beginning 12:01 a.m. on Monday and ending at 12:00 midnight on Sunday.
- B. Administrative and Maintenance Employees. Except for Resident Caretakers and Maintenance Technicians, the work week for administrative and maintenance employees shall be 37.5 hours per week with a maximum of five (5) consecutive days of work and a minimum of two (2) consecutive days off each seven day period.
- C. Maintenance Technicians. Maintenance Technicians shall have a work week of 37.5 hours with a maximum of five (5) consecutive days and a minimum of two (2) consecutive days off each seven day period. Maintenance Technicians hired prior to January 1, 2014 will normally be entitled to two (2) of every three (3) weekends off.
- D. Resident Caretakers. The work week shall total five (5) working days beginning at 12:01 a.m. Monday and continuing to 12 midnight on Sunday. At the HRA's discretion, the work schedule may consist of two weeks working Monday through Friday with Saturday and Sunday off followed by one week working Wednesday through Sunday with Monday and Tuesday off and then repeating. On the week which includes working on Saturday and Sunday the employee is responsible throughout the weekend for multiple locations and on those Mondays and Tuesdays the employee is off, the HRA shall designate another Resident Caretaker or Maintenance Technician to be responsible for the buildings in which the Caretaker is off-duty in addition to the Resident Caretaker's usual building assignment.

6.3 Work Schedules. The HRA may schedule work hours to complete the business function of the agency, within the parameter of the assigned work day and work week. Employees hired prior to January 1, 2014, except Resident Caretakers and Maintenance Technicians, shall not be required to work before 7:30 a.m. and after 4:30 p.m. Monday through Friday except as provided in Articles 7 or 6.2. At no time shall split shifts of work be scheduled such as four hours on and four hours off, except in the case of Resident Caretakers.

The HRA may schedule at least two employees per department during the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Schedule changes made by management shall be posted with at least ten (10) calendar days advance notice. Scheduling of work hours shall be done on a voluntary basis if possible. If the work schedule is not filled on a voluntary basis, such schedule shall be filled by a rotation basis. Seniority shall be used as a factor in resolving scheduling conflicts. Unresolved scheduling disputes are subject to the grievance procedure. Schedules modified as a result of the changes in hours of operation effectuated as above shall not result in loss of holiday pay. Schedules shall be reviewed on October 1st and April 1st.

The HRA may schedule up to two (2) maintenance employees not to exceed two (2) hours later than the normal work schedule Monday through Thursday. Such employees shall be given at least five (5) working days' notice of such schedules. Such schedules shall be offered by seniority. If no one volunteers, such schedule shall be filled by rotation in reverse order of seniority. No rotation shall extend beyond one (1) work week.

- 6.4 Rest Periods. A rest period, not to exceed fifteen (15) minutes, as scheduled by the supervisor, may be taken during each full four-hour period of work or, for employees working a 7 ½ hour shift, during each full three hour forty-five minute period of work. Employees who work 7 ½ hours or more per shift shall be entitled to one unpaid meal break of not less than thirty (30) minutes. Employees required by the HRA to work in excess of two (2) hours after completion of their regular work day shall be permitted one paid thirty (30) minute meal break. Resident Caretakers shall be permitted one paid thirty (30) minute lunch break provided that they have worked at least ten (10) consecutive hours during the work day.
- 6.5 Notification of Absence. Employees shall be present for work at the start of their scheduled work day. Employees unable to be present at the start of their scheduled work day or who will be absent shall notify their supervisor, or designee, prior to or within thirty (30) minutes after the start of their scheduled work day except in the event of an emergency. Absence without prior authorization or approval may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the employer. Absence without prior authorization or approval for more than three (3) consecutive days shall be deemed to be a voluntary resignation by the employee. An employee who is deemed to have resigned because of more than three (3) consecutive days of unexcused and unapproved absences shall have the right to contest such fact by use of the grievance procedure under the terms of the contract.

- 6.6 All employees shall be paid every two weeks and pay for each such two-week period shall be made not later than the first Friday next following such two-week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two-week period shall be determined by multiplying the employee's enhanced hourly rate by 75, in the case of employees whose normal workweek is 37.5 hours.

ARTICLE 7: OVERTIME, CALL BACK, AND STANDBY SCHEDULING

- 7.1 Overtime shall be defined as all hours worked, which have been assigned or approved by an employee's supervisor, in excess of a 37.5 hours workweek or a 7.5 hour work day. However, for employees with a flexible work schedule or an alternate work schedule requiring hours in excess of 7.5 in a single day, overtime shall be defined as hours worked in excess of the normally agreed upon workday or in excess of 37.5 hours per week.
- 7.2 Types of Overtime. There are three types of overtime:
- A. Routine Overtime is overtime identified in the normal course of business for regular work except for overtime scheduled related to boiler operations.
 - B. Boiler Watch is overtime needed to effectively and efficiently monitor the boiler systems of the buildings owned or managed by the HRA.
 - C. Emergency Overtime is overtime needed to respond to an unforeseen urgent situation or need as defined by the Executive Director or his/her assignee.
- 7.3 Prior Approval. Except for obvious emergency situations, overtime shall have the prior approval of an employee's supervisor.
- 7.4 Assignment of Overtime.

- A. Routine Overtime. Resident Caretakers and Maintenance Technicians shall first be offered routine overtime work in their own building or if the building's caretaker is unavailable or declines, within their group of buildings, as equally as possible, before it is offered to others, assuming the work to be performed falls within their job description. Overtime will then be offered in order of seniority within the department as equally as possible in the classification qualified to perform the work. Should the overtime work require a special skill, the supervisor shall offer it to employees qualified to perform such special skill. Offers of overtime shall continue down the applicable overtime rotation list by department and then agency wide. An employee's refusal to accept overtime assigned consistent with the normal rotation shall result in the employee moving to the bottom of the rotation just as if he or she had worked the overtime. In the event no one wishes to work overtime, it shall be assigned in order of reverse seniority within the department where the overtime is needed. When an employee volunteers for overtime, that overtime shall be considered mandatory. If overtime is required to complete work in progress, the supervisor may require employees engaged in such work to work such overtime.

The above equality requirement shall not apply to employees from whom overtime is being withheld under Article 17 (Discipline and Discharge) of this agreement.

- B. Boiler Watch. When needed, overtime to monitor boiler operations and/or maintain or repair boilers will be assigned to employees who hold the appropriate and applicable licensure. The employee assigned to boiler watch shall be responsible to perform the work in accordance with state law.
- C. Emergency Overtime. Overtime will first be offered to qualified employees who have agreed to be placed on a voluntary overtime list. Employees may place or remove their names from the voluntary overtime list weekly. When an employee places his/her name on the voluntary overtime list and accepts an assignment, the employee shall abate the nature of the emergency. If there is no qualified employee on the voluntary emergency overtime list, management may meet emergency overtime needs using the Call Back or Stand By provisions of this Agreement.

7.5 Rate of Overtime - Administrative Employees.

- A. Overtime hours assigned or approved for employees shall be paid at the rate of one and one-half (1 ½) hours for each one (1) hour of overtime worked, or with the approval of the supervisor, compensatory time off at the rate of one and one-half (1 ½) hours for each excess hour worked. All employees under this contract who choose to bank approved compensatory time off shall be permitted to bank such compensatory time off during a calendar year. Compensatory time off shall be taken at times agreed to by the supervisor and the employee. Any request for compensatory time off shall not be denied if the use of the compensatory time does not unduly disrupt the operations of the employer. Any request for compensatory time off that is denied by the supervisor shall be in writing stating the reason for the denial. If an employee is unable to take said compensatory time off before the end of the year, the employee shall automatically be paid for said accumulated compensatory time no later than January 31 of the following year in which the compensatory time was earned; except that at the employee's option, compensatory time earned in December may be carried over to the following year. Compensatory time shall be paid at the hourly rate of pay at which it was earned.
- B. All hours assigned or approved and worked on a holiday as established by Article 10 (Holidays) shall be paid at the rate of two and one-half (2 ½) times an employee's enhanced hourly rate.

7.6 Rate of Overtime - Maintenance Employees and Resident Caretakers.

- A. Overtime hours assigned or approved for employees shall be paid at the rate of one and one-half (1 ½) hours for each one (1) hour of overtime worked.
- B. All hours assigned or approved and worked on a holiday as established by Article 10 (Holidays) shall be paid at the rate of two and one-half (2 ½) times an employee's enhanced hourly rate.
- C. Pursuant to the Contract Work Hours and Safety Standards Act, all Maintenance employees must be paid for all overtime worked, and may not receive compensatory time off in lieu of overtime worked, except that hours worked between 37.5 hours per week and 40 hours per week may be compensated as compensatory time at the overtime rate. When compensatory time is permitted by law, compensatory time off shall be taken at times agreed to by the supervisor and the employee. Any request for compensatory time off shall not be denied if the use of the compensatory time does not unduly disrupt the operations of the employer. Any request for compensatory time off that is denied by the supervisor shall be in writing stating the reason for the denial. If an employee is unable to take said compensatory time off before the end of the year, the employee shall automatically be paid for said accumulated compensatory time no later than January 31 of the following year in which the compensatory time was earned; except that at the employee's option, compensatory time earned in December may be carried over to the following year. Compensatory time shall be paid at the enhanced hourly rate at which it was earned.

7.7 No compounding. For the purpose of compensating for overtime work, overtime hours worked shall not be paid or compensated twice for the same hours worked, but shall be paid or compensated for under only one provision of this Article.

7.8 Call Back.

- A. The HRA reserves the right to call back employees before the start of a work day or a work week and after an employee has completed a normal work day or normal work week. Call back assignments for routine overtime will be determined pursuant to Section 7.4A recognizing seniority rights. Call back assignments for emergency overtime will be based upon need rather than seniority, and per Section 7.4C, the HRA may select employees for call back using a list of employees who have volunteered for emergency overtime.
- B. Employees, other than resident caretakers assigned within their own department, who are called back by the HRA shall receive credit for a minimum of three (3) hours pay at one and one-half ($1\frac{1}{2}$) times the employee's enhanced step hourly rate, except that such three (3) hour minimum pay requirement shall not apply in instances where the call back time extends into the employee's regularly scheduled shift. Such three (3) hour minimum pay requirement shall also not apply to phone calls, unless the phone calls exceed 15 minutes in length or an average of four (4) phone calls or more per week. Employees not eligible for the three (3) hour minimum pay will receive pay for actual time spent on the phone. In the event the employee is called back more than once during a seven and one-half (7.5) hour period, such employee shall not receive more than seven and one-half (7.5) hours pay at the overtime rate for such period.

7.9 Standby Scheduling.

- A. The HRA reserves the right to place employees on a standby schedule. The Standby list will be posted at least monthly.
- B. The employer will first offer standby to qualified employees based on seniority who have volunteered. If there are not enough volunteers to cover all standby needs, the employer will assign standby in order of reverse seniority to those qualified employees who did not work standby within the preceding month. If all qualified employees worked standby within the preceding month, standby will be assigned to qualified employees in the order of reverse seniority. In creating the monthly standby schedule, standby may be assigned to multiple days at one time to the same employee.

- C. Employees who are on standby duty shall receive three (3) hours pay at the rate of one and one-half (1.5) times their enhanced hourly rate for each day they perform this duty, and in addition shall receive pay for any time actually worked while on standby duty at the rate of one and one-half (1.5) times of their enhanced hourly rate.

ARTICLE 8: SICK LEAVE

- 8.1 Eligibility. Sick leave with pay shall be accrued by all regular employees at the rate of fifteen (15) hours for each one hundred sixty two and one-half hours (162.50) hours worked.
- 8.2 Maximum Accumulation. Sick leave not taken by employees may be accumulated during the first through the sixth year of employment up to a maximum of four hundred fifty (450) hours in addition to that accrued in the current calendar year. Employees may accumulate a maximum of nine hundred (900) hours after their sixth year of employment has been completed in addition to that accrued in the current calendar year.
- 8.3 Uses of Sick Leave. Accumulated sick leave shall be approved for use by a regular employee for the following reasons:
 - A. In the event of personal illness or injury, which prevents an employee from performing job duties and responsibilities, accumulated sick leave may be drawn until it is exhausted, subject to the approval of the employee's supervisor.
 - B.
 - 1. Upon request, up to ninety (90) hours of an employee's accumulated paid sick leave can be used per rolling twelve month period, upon approval of the employee's supervisor, for care and attendance upon a member of the immediate family for medical, dental, and optical treatments, or for absence due to illness in the immediate family of the employee where attendance of the employee is necessary. "Immediate family" for this purpose shall be deemed an employee's spouse, current identified cohabit person, child, parent, step parent, parent-in-law, grandparent, great grandparent, grandchild, sibling and minor wards of the employee.
 - 2. Notwithstanding paragraph B.1., in any rolling twelve month period, upon request and upon approval of the employee's supervisor, an employee may use up to one hundred sixty (160) hours of his/her accumulated sick leave benefits for absences due to an illness of or injury to the employee's spouse, sibling, parent, grandparent, step parent or adult child. Hours used under this paragraph count toward the hours limit under paragraph B.1.

- C. When the use of sick leave is approved, the days or hours of absence shall be deducted from an employee's accumulated sick leave.

In the event of illness or injury of an employee's child, an employee may use his/her personal sick leave for such reasonable periods as the employee's attendance with the child is necessary, on the same terms as the employee is able to use sick leave benefits for the employee's own illness or injury in accordance with the Minnesota Parenting Leave Act (Minn. Stat. Sec. 181.940).

- D. Employees must obtain prior approval from their immediate supervisor for the purpose of attending medical, dental, optical examinations or treatment when such examinations or treatments are necessary during working hours. Such absence shall be approved as necessary only when the employee has made a diligent but unsuccessful effort to have such examination or treatment conducted prior to the employee's normal work day, after the employee's normal work day, or on a day off.
- E. Sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected illness and the employee furnishes a written statement signed by the physician indicating the number of days the employee was actually confirmed ill.

- 8.4 Medical Verification. Whenever any employee is absent on sick leave in excess of three (3) consecutive working days, the HRA may require the employee requesting the use of sick leave to furnish a written statement signed by a physician to justify such absence on sick leave. Employees failing to provide such evidence shall be considered to be absent without pay or may elect to have the absence charged to earned vacation. This section shall not apply to funeral leave (Sec. 8.8).

If an employee's supervisor reasonably believes that an employee's use of sick leave is unjustified, the supervisor may notify the employee in writing that any subsequent absences due to illness shall require a written statement signed by the employee's physician in order to allow the employee to use sick leave to cover the absence. If a written statement is not provided, the use of sick leave shall be denied and the denial is not appealable or subject to the grievance procedure.

- 8.5 Probationary Employees. Employees serving the probationary period, based on original hire or rehire following separation, shall accrue sick leave but shall not be eligible to use sick leave during the first thirty (30) days of employment.
- 8.6 Abuse of Sick Leave. Abuse of the sick leave benefit shall be considered just cause for discipline of an employee, as established by Article 17 (Discipline and Discharge).

- 8.7 Employee Notification. Employees requesting approval of the use of sick leave shall have the personal responsibility of notifying their supervisor, or designee, in accordance with the provisions of Article 6 (Hours of Work) Section 6.5.
- 8.8 Funeral Leave. Upon request, a maximum of five (5) days of sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds 500 miles from Duluth, Minnesota. Upon request, a maximum of three (3) days of sick leave shall be granted if the distance of the location of the funeral is less than 500 miles from Duluth. Employees may be allowed to use up to one-half (1/2) of a work day (3.75 hours) for funerals of other than the immediate family at the discretion of their supervisor.

For the purpose of funeral leave, immediate family shall be defined as an employee or spouse's child, parents, step-parents, grandmother, grandfather, great grandmother, great grandfather, grandson, granddaughter, brother, step-brother, sister, step-sister, father-in-law, mother-in-law and step-in-laws, sister-in-law, brother-in-law, spouse, legal wards of the family, and current identified co-habit person.

ARTICLE 9: VACATIONS

- 9.1 Schedule of Accrued Vacation. Regular employees shall accrue paid vacation in accordance with the following schedule:

Continuous Yrs of Employment	Hours/Month Administrative & Maintenance	Days/Yr
0 - 5	7 1/2	12
6 - 11	11 1/4	18
12 - 20	14 1/3	23
21 and over	17 1/2	28

- 9.2 Probationary Employees. Probationary employees shall accrue paid vacation, but shall not be eligible to use accrued vacation until after the completion of the probationary period.

- 9.3 Scheduling of Vacation. Regular employees may request in writing the use of accrued vacation at a time and for a duration which is approved by the Supervisor. The approval of the use and duration of accrued vacation is subject, in all cases, to the staffing and operational needs of the HRA and prior approval of the employee's supervisor. Employees requesting five (5) days vacation or less shall request such vacation at least three (3) working days prior to the commencement of said vacation; employees requesting more than five (5) vacation days shall request such vacation at least ten (10) working days in advance. The Supervisor will respond in writing within ten (10) working days and prior to the commencement of the period requested.
- 9.4 Vacation Increments. Employees can use vacation in fifteen minute increments at times approved by their supervisor. Employees requesting vacation in an amount less than one work day shall not be subject to the three-day prior notification as established in Article 9 (Vacation), Section 9.3, but shall be subject to approval by their supervisor.
- 9.5 Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.
- 9.6 Vacation Carryover. Vacation not taken by employees may be accumulated during the first through the nineteenth year of continued employment a maximum of two hundred twenty-five (225) hours in addition to that accrued in the current calendar year. Employees with over twenty years of continued service may accumulate a maximum of two hundred eighty-five (285) hours in addition to that accrued in the current calendar year.
- 9.7 Separation. Regular employees who separate or retire from employment shall be compensated for all accrued vacation accumulated as of the date of separation, with the following exceptions:
- A. Regular employees who are terminated during their original employment probationary period shall not be compensated for accrued vacation.
 - B. In the event of death of any employee, any vacation time accumulated to the credit of such deceased employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.
- 9.8 Notification of Amount of Vacation. Regular employees will be furnished written notification of the amount of accrued vacation current to within one (1) pay period.
- 9.9 Advanced Vacation. Vacation leave may not be granted until it is actually accrued.

- 9.10 **Work During Scheduled Vacation.** No employee shall be compelled to work during his/her approved vacation unless notice of such requirement be given at least ten (10) working days prior to the first day of such approved vacation.
- 9.11 **Vacation Donation.** Employees who have exhausted their paid leave in connection with their own or their family's medical condition may request that the Employer ask other employees to donate vacation time for their use. An employee may donate vacation days or a portion of a day for the benefit of a fellow employee who has exhausted all of his or her paid leave in connection with a medical condition of his or her own or of a member of his or her own immediate family which qualify for the use of the employee's sick leave under Article 8 (Sick Leave) of this agreement. If more hours are donated than needed, the donations shall be pro-rated among all employees to arrive at the amount needed.
- 9.12 **Denied Vacation Hours Payout.** In the event during a calendar year an employee who has reached the cap for vacation hours carryover and has requested, prior to July 1 of the year and again prior to November 30 of the year, to use in that calendar year his/her current year's accrual of vacation hours which cannot be carried over but had both requests denied due to the needs of the HRA, the employee shall receive a cash payment equal to the number of said twice-denied vacation hours multiplied by the employee's enhanced hourly rate. Denials of requests to use vacation hours for reasons other than the needs of the HRA (for example, for failure to follow applicable timelines of Article 9.3, asking to use time not yet accrued contrary to Article 9.9, or otherwise not complying with HRA policies for use of vacation time) are not considered "denials" of requests to use vacation hours so as to qualify for a payout of the unused hours.

ARTICLE 10: HOLIDAYS

- 10.1 Subject to Article 10.2 and Article 4.2, as applicable, regular employees shall observe the following holidays and personal leave days with pay as stated in Article 6.3 (Work Schedules/Flexible Hours):

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day*	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The day after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25

Two Personal Leave Days

To be taken at a time mutually agreed to by the employee and the employee's supervisor.

- 10.2 In the event the holiday falls on a day the employee is not regularly scheduled to work, the holiday will be observed by that employee on his/her closest scheduled work day.
*In years during which Christmas Eve falls on a Saturday or Sunday, Columbus Day will not be observed as a holiday.

Holiday pay shall be at seven and one-half (7.5) hours for each of the holidays listed above. Personal leave days shall be paid at seven and one-half (7.5) hours. Work weeks will be adjusted via personal leave, adjusted hours of work, or time off to total 37.5 hours including holiday pay.

10.3 Eligibility.

- A. To be eligible for a paid holiday, an employee must work the last scheduled work day before a holiday and the first scheduled work day following a holiday. Employees absent on the scheduled work day preceding or following a paid holiday due to approved use of sick leave, vacation, compensatory time, or personal leave shall be considered to have worked.
- B. All employees on original employment probationary time shall have worked for at least six (6) continuous months in a calendar year to be eligible for the two (2) personal leave days established by Section 10.1.

ARTICLE 11: HOURLY RATE SCHEDULE

11.1 Hourly Rate Schedule

- A. Administrative and Maintenance employees shall be compensated in accordance with the job titles and classification and step hourly rate schedule as established by Appendix A-1 or A-2 attached hereto and made a part of this agreement. No lower or higher rates of pay shall be paid during the life of this agreement unless previously negotiated between the employer and the Union. Rates of pay for new classifications created by the employer shall be subject to Union approval prior to the appointment of an employee to the new classification.
- B. Initial Appointment. Initial appointments shall be compensated at the minimum rate of the step hourly rate schedule for the job title and classification.

- C. Step Increases. Administrative and Maintenance employees whose performance has been determined to be satisfactory by the employee's supervisor and the Executive Director, shall receive step increases, based on hours paid, excluding overtime hours, until the step hourly rate schedule maximum for the employee's job classification is reached. An employee whose step increase is to be withheld shall be notified by the Executive Director at least ten (10) working days prior to the date and shall have the right to appeal to the HRA Board of Commissioners, whose decision shall be final. All such increases shall be made on the first of the month following the employee's accrual of hours needed to reach the next step. Employees shall be notified in writing as to when a new increase of pay will take effect and the amount of the increase.
- 11.2 Longevity Pay. Regular administrative and maintenance employees who have been employed for eight (8) continuous years in a permanent position with the HRA shall be authorized to receive a longevity award equal to four percent (4%) of the employee's step hourly rate as of the first of the month following completion of their eighth (8th) year of service. Upon completion of sixteen (16) years of service, an employee shall receive an additional longevity award equal to four percent (4%) of the employee's step hourly rate. Such longevity award shall be computed to the nearest cent per hour. The time an employee is on an unpaid leave of absence, except for an unpaid medical leave of absence, shall not be computed in determining time of eligibility for longevity pay.
- 11.3 Shift Differential. Except for Resident Caretakers and Maintenance Technicians, employees who are approved to work an alternate schedule shall be paid a shift differential for hours worked that fall outside the time parameters (7:00 a.m. to 5:00 p.m.) of the day shift. An afternoon shift differential of 25 cents per hour shall be paid for afternoon shift hours worked after 5:00 p.m. A night shift differential of 50 cents per hour shall be paid for night shift hours worked prior to 7:00 a.m.
- 11.4 Boilers License. When an employee is required to hold and use a boilers license, the following premiums shall be paid:
- A. All Resident Caretakers who obtain and maintain a Special License will be paid \$0.25 per hour in addition to their hourly wage as set forth in the Collective Bargaining Agreement.
 - B. Two (2) Second Class Engineer License holders will be paid \$0.50 per hour in addition to their hourly wage as set forth in the Collective Bargaining Agreement.
 - C. Two (2) First Class or Chief Engineer License holders will be paid \$1.00 per hour in addition to their step hourly wage.

- D. One (1) License Holder in Charge as designated by the Executive Director or her/his designee will be paid \$1.25 per hour in addition to the step hourly wage.
- E. If the HRA determines that additional employees are required to hold a license, the selection will be made by seniority within the job classification. Employees hired prior to January 1, 2014 may decline the assignment and the assignment will go to the next most senior employee within the job classification and the employees who declined the assignment are deemed to have permanently waived their seniority rights to be assigned work requiring the license.
- F. No employee shall be compensated for holding more than one license at any given time. In the event more employees possess any such license than are authorized to receive compensation as set forth above, the most senior employee (or, in the case of Special, Second or First Class, employees) shall receive the additional compensation. In the event more senior employees subsequently obtain licensure, the more senior employees shall thereupon receive the additional compensation instead of the previously selected less senior employee or employees.
- G. The HRA will reimburse employees for tuition or course fees and test fees incurred by such employee after such employee passes the test.
- H. The HRA shall not pay employees' wages for class time or for travel time or employees' travel expenses in connection with obtaining a license.
- I. The HRA will pay the annual renewal fee for any employee who acquires a license whether or not the license is used on the HRA's behalf.
- J. All Resident Caretakers hired by the HRA after August 31, 1998 shall be required to obtain a Special License within six (6) months of their date of hire.
- K. The above hourly compensation shall be considered wages for pension purposes.

11.5 Promotion, Reclassification. A regular administrative or maintenance employee promoted to a higher job classification shall have his/her step hourly rate increased to the greater of the minimum rate of pay for the new classification, or to the salary step in the new classification which is closest to but not less than a two percent increase over the employee's current step hourly rate; provided, however, in no event shall such pay exceed the scheduled pay for Step E in the new classification. Any regular employee who has held a permanent position in a higher classification and pay step shall be paid the same or higher rate of pay if returned to the same classification at a later date.

A. A regular maintenance employee promoted to an administrative position which that employee has previously held as a full-time permanent position, shall be placed at the same hourly rate step previously held in that position so long as it results in an increase to the employee's step hourly rate , and if it does not, at the lowest step hourly rate in that classification which will result in an increase in the employee's step hourly rate.

B. A regular maintenance employee promoted to an administrative position not previously held before shall be paid at the lowest hourly rate step in that classification which will result in an increase in the employee's step hourly rate.

11.6 Demotion. Administrative and Maintenance employees who elect to be demoted to another position shall be paid at the same step as they were paid in their position held prior to the demotion.

11.7 Out of Class Work.

Employees doing work normally performed by a higher job class shall be paid at the higher job class rate in the same manner equal to Article 11.5 Promotion or Reclassification for each hour they do the higher level of work. Employees shall only be entitled to this pay if their supervisor directs them to do the work. A lead mechanic shall not direct employees to perform work generally performed by a higher job class without prior approval of his/her supervisor.

11.8 Required Licensing

If the HRA determines a certification or license is needed by an employee, the Executive Director may require the employee to obtain the applicable certification or acquire the license to meet the minimum qualifications of the job. When the HRA requires a certification or license, the HRA shall pay all costs related to the certification or license which the Executive Director determines, in his or her sole

discretion, are appropriate.

ARTICLE 12: INSURANCE

12.1 Health and Hospitalization Insurance

- A. During the period of this Agreement, the HRA agrees to provide employees hospital-medical insurance coverage containing the same level of benefits as provided under the hospital-medical insurance plan presently in effect; provided, however, that such insurance is contingent upon the HRA being able to continue in the City of Duluth group plan. If the City of Duluth should terminate this relationship, then this Article must be renegotiated. If the benefits provided under the City of Duluth plan are reduced or improved to its employees, then it is agreed that such benefits will be reduced or improved to the employees under this contract.
- B. For employees electing and eligible for individual or family hospital-medical insurance coverage, HRA agrees to pay a portion of the cost, fees, and premiums for approved hospital-medical insurance plans equal to 80%, and employees shall pay 20% of such costs, fees and premiums. Employees' contributions for the next month's premium will be withheld in equal amounts from the first and second paycheck payable to the employee each month.
- C. Hospital-medical insurance shall become effective ninety (90) calendar days from the date of hire.
- D. Any proposed change in the hospital-medical insurance coverage shall be negotiated with the UNION for employees participating under the plans available as provided in paragraph 12.1B.
- E. Any employee electing single coverage hospital-medical insurance shall receive, as additional compensation, the sum equivalent to \$100.00 per month (converted to \$.615 per hour worked up to a maximum of 1950 hours per year) which shall be subject to taxation.
- F. Each of the parties shall join in and participate in the cost cutting measures being carried on by the City of Duluth in an attempt to reduce the expenses of the City of Duluth in providing health services, hospitalization services and medical treatment for the employees of the City of Duluth toward the end of reducing the cost of hospital-medical expense.
- G. It is further agreed that each organization shall appoint representatives to a committee which will consult with the health providers in the Duluth-Superior area relating to the reduction of the cost of health-related services.

- 12.2 Dental Insurance. HRA agrees to provide and pay for an employee dental plan (single coverage only). Subject to availability, through the City of Duluth dental insurance plan, employees may obtain coverage for family members at their own expense.
- 12.3 Long Term Disability Insurance. Regular full-time employees are eligible to enroll in the long-term disability insurance program established by the contract between HRA and an insurance carrier. The HRA agrees to pay 50% of the cost of the Long-term Disability Insurance Program for those employees enrolling in the program.
- A. Payroll Deduction. The difference between the monthly costs of the long-term disability insurance program and the HRA's contributions established by Section 12.3 of this Article shall be paid by enrolled employees through payroll deduction.
- 12.4 Voluntary Participation. Participation by any eligible regular employee in the insurance plan established by this article is voluntary except for 12.8, Life Insurance. Eligible regular employees who choose not to participate shall receive no additional compensation in lieu thereof, except for the additional compensation to employees who elect to take single hospital-medical insurance, in place of family coverage under 12.1E.
- 12.5 Claims Against the HRA. The HRA and the UNION agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the HRA and an insurance carrier pursuant to this Article. The HRA's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the HRA as a result of denial of insurance benefits or eligibility by an insurance carrier.
- 12.6 Duration of Insurance Contributions. Regular employees shall be eligible for HRA contributions as provided in this Article as long as the employee is in a payroll status of the HRA. Upon termination of employment, all HRA contributions shall cease, effective on the last working day of the month employed.
- 12.7 Retired Employees. All full-time employees of the HRA shall, upon retirement or early retirement, which is defined for the purposes of this article as age 55, be entitled to hospital-medical insurance coverage in the same company covering active employees and such plan as may be available to active employees subject to the following conditions:
- A. Such employees who have completed ten (10) years of full-time service for the HRA at the time of retirement shall receive credit for seventy-five percent (75%) of their unused sick leave hours, multiplied by their enhanced hourly rate at the time of retirement or early retirement.

- B. Such employees who have completed less than ten (10) years of full-time service for the HRA shall be credited with ten percent (10%) of seventy-five percent (75%) of their unused sick leave hours for each year of employment up to 10 years multiplied by their enhanced hourly rate at the time of retirement or early retirement.
 - C. The dollar figure arrived at in Paragraph A. or B. shall be contributed to the employee's account established under the Minnesota State Retirement System's Health Care Savings Plan (HCSP), to be used for any purpose permitted by the HCSP.
 - D. If such employee dies prior to exhausting his or her sick leave credit, the balance of unused sick leave credit shall be available to the employee's spouse.
 - E. If the HRA pension plan redefines the age at which the person becomes eligible for early retirement, the parties shall meet and negotiate such age as defined in this contract.
- 12.8 Life Insurance. The employer shall pay the full cost of group term life insurance for each eligible employee in the amount one and one-half (1 ½) times the employee's annual salary. An eligible person will become insured on the first of the month occurring on or after the completion of 6 months of service.
- 12.9 Pension Plan. All regular employees shall be included in the HRA Pension Plan. The pension plan shall be subject to the governing laws of the U.S.A. The pension plan which is presently in place shall continue in force during the life of this agreement. The UNION shall have the right to designate two (2) regular employees to be placed on the HRA Pension Plan Committee.
- 12.10 Damage or Destruction of Caretaker's Vehicle - Premium Reimbursement. HRA will reimburse Resident Caretaker employees the difference between the premium for zero deductible and \$500.00 deductible comprehensive damage automobile insurance to protect such employees from damage to their automobiles while parked on HRA property. Such reimbursement shall occur upon the Resident Caretaker's presentation of proof of payment of the insurance premium and certification by an employee's insurance agent of such difference in premium no later than sixty (60) calendar days following the date on which the Resident Caretaker paid such premium.
- 12.11 Health Care Savings Plan. Effective July 1, 2005 eligible employees shall participate in an employer-sponsored Health Care Savings Plan (HCSP). An employee becomes eligible on the first day of the month occurring on or after the completion of eight (8) years of service. Eligible employees shall contribute to the HCSP one-half of one percent (.5%) of their step hourly rate through bi-weekly payroll deduction. Employees who have completed sixteen (16) years of service shall contribute one percent (1%) of

their step hourly rate through bi-weekly payroll deduction. Employees who have completed twenty (20) years of service shall contribute two percent (2%) of their step hourly rate through bi-weekly payroll deduction. The employer shall not make contributions to the HCSP. Contributing employees and their contributions shall be subject to the rules and regulations governing the HCSP as determined by the Plan Administrator.

ARTICLE 13: LEAVE OF ABSENCE

- 13.1 Short Term Leave Without Pay. Regular employees may request a short term leave of absence without pay, not to exceed thirty (30) calendar days. This request shall be in writing. A request for a short term leave of absence without pay shall be subject to written approval or denial of the Executive Director.
- A. While on a short term approved leave of absence without pay, an employee shall be eligible for all benefits, established by this Agreement. Short term leave without pay shall not be granted until all accumulated vacation and compensatory time have been taken. All remaining accrued sick leave will be suspended until return to active employment.
- B. At the expiration of a short term leave of absence without pay, an employee shall be restored to the employee's former position.
- 13.2 Notification. Two weeks shall be considered reasonable notice of intent to extend leave or return to work, except in the case of a documented medical emergency or other unforeseen extraordinary circumstances. Employees failing to report for work or to request in writing a leave of absence without pay within three (3) working days from the exhaustion of accumulated sick leave and/or vacation and compensatory time shall be considered to have resigned from employment.
- 13.3 Medical Leave of Absence. Employees may qualify concurrently for medical leave under the provisions of this article and under the Family and Medical Leave Act (29 C.F.R. Sec. 825.312).

- A. Upon exhaustion of accumulated sick leave, an unpaid leave of absence for medically valid reasons for a non-job related illness or injury to the employee, which prevents the employee from performing his/her job duties and responsibilities, shall be granted for a period not to exceed six (6) calendar months. Such medical leave of absence must be documented with medical evidence of the non-job related illness or injury, which prevents the employee from performing job duties and responsibilities. Thereafter, upon written request from the employee, an unpaid medical leave of absence may, if approved by the Executive Director, be extended for up to an additional twelve (12) calendar month period. The Executive Director may request a second medical opinion, to be paid for by the HRA, for verification. If there is a conflict between the medical opinions a third medical opinion will be obtained from an outside medical doctor, to be paid for by the HRA.
 - B. Qualifying employees are eligible for leave benefits of up to twelve (12) weeks under the Family and Medical Leave Act of 1993, 29 U.S.C. 2601 et.seq., in connection with the birth, adoption, or foster placement of a child in the employee's household, a serious health condition of the employee, or the serious health condition of an employee's spouse, child or parent. Eligibility for and calculation of such leave shall be governed by applicable federal law, including the Family and Medical Leave Act of 1993, 29 U.S.C. 2601 et. seq. and 29 C.F.R., Chapter 825.
 - C. Employees on an approved medical leave of absence without pay may continue to participate in the hospital-medical insurance plan, the long-term disability insurance plan, and life insurance, but must pay 100% of the full monthly premiums. However, for any period of leave determined to be FMLA leave, the employer shall continue to pay the employer's share of employee's hospital-medical insurance.
 - D. At the expiration of a medical leave of absence without pay, an employee shall be restored to the employee's former position and pay or a similar position with the same pay. The employee must furnish a written statement signed by a physician indicating that the employee is physically able to perform the job duties and responsibilities of the position.
 - E. Employees cannot be required to use accrued paid leave for FMLA leave.
- 13.4 Long Term Leave Without Pay. Regular employees may request in writing a long term leave of absence without pay, not to exceed twelve (12) calendar months. A request for a long term leave of absence without pay shall be subject to written approval or denial of the Executive Director.

- A. While on a long term approved leave of absence without pay, an employee shall not be eligible for any benefits established by this Agreement, provided that employees may continue to participate in the hospital-medical insurance for a period not to exceed twelve (12) months but must pay 100% of the full monthly premiums. Long term leave without pay shall not be granted until all accumulated vacation and compensatory time have been taken. All remaining accrued sick leave, pension, life insurance, and disability HRA contributions shall be suspended until return to active employment.
 - B. At the expiration of a long term leave of absence without pay, an employee may be restored to the employee's former position or a similar position, provided there is a vacant position at the time the employee makes application for reinstatement.
- 13.5 Court Leave. Regular employees shall be authorized to be absent from duty with pay when summoned for Jury Duty or when served, other than being a litigant in the case, with a subpoena to appear before Court. An employee choosing to be absent on a leave with pay status consents thereby to pay to the HRA an amount equal to the fees the employee receives for court service, and on days when the employee is required to be in court, agrees to report for work during the parts of the day falling during the employee's regular work hours when his/her presence in court is not required. No employee shall be required to work, between jury duty and their HRA work, more hours in a 24-hour day than the length of the regular scheduled shift. If the Court fees exceed the employee's salary-wage rate, the employee may retain the difference. All travel funds received during the Court leave may be fully retained by the employee.
- 13.6 Administrative Leave. Administrative leave with pay may be taken for purposes of attendance at professional meetings or comparable activities provided that prior approval of the Executive Director is obtained. Such meetings must be related to the work of the HRA and are expected to contribute materially to the background and understanding of the HRA staff. Any travel expense incurred during such leave is to be paid by the HRA within the limits of Article 22 (Travel).
- 13.7 Military Leave. An employee who leaves a position to enter military service in time of war or by reason of being drafted, shall be carried on the rolls in a military leave status and upon honorable discharge from the military service shall be restored to the same position or to a position equally acceptable to the employee for which the employee is qualified. An employee who is an active member of a military or naval reserve unit shall be granted leave with pay for ten (10) normal work days to comply with the annual requirements for active duty training upon presentation to his/her supervisor of his/her written orders to report for duty.

- 13.8 Voting Time Leave. Employees who are eligible to vote in any state-wide general election may absent themselves from work for the purpose of voting during the forenoon of such election day provided that they have made prior arrangements for such absence with their immediate supervisor.
- 13.9 UNION Leave. As required by the Minnesota Public Employees Labor Relations Act, the Employer shall (subject to the approval of the supervisor, which approval shall not be unreasonably withheld,) afford reasonable time off to any employee who is an elected officer or appointed representative of the UNION, for the purposes of conducting the duties of the UNION, and shall, upon an advance request, provide a leave of absence to any employee who is an elected or appointed official of the UNION or who is appointed to its staff. Any employee who is on leave of absence for the purpose of serving as an officer or representative of the UNION shall, upon the request of such employee, receive his/her regular pay from the employer while on such leave; however, the Employer shall submit to the UNION an invoice for reimbursement of an amount based on such Employee's gross hourly rate of pay for such leave, and the UNION shall then reimburse the Employer for such amount. The UNION shall defend the Employer against any claim for any injury, damage or loss which arises out of and within the scope of such service, and shall indemnify the Employer for any such injury, damage or loss, but such obligation to defend and indemnify the Employer shall not extend to the Employer's obligations to provide paid sick leave under Article 8 (Sick Leave) or to provide long term disability protection under Article 12.2. No such employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of thirty (30) working days in any calendar year.
- 13.10 Filling Vacancies. If vacancies created by leaves of absence of more than six (6) months are to be filled, as determined by the Executive Director, they shall be filled in accordance with Section 15.3 of Article 15 (Seniority and Separation). On the return of the employee from leave of absence, the person appointed to fill that vacancy shall be returned to their former position without loss of seniority.

ARTICLE 14: RETIREMENT

- 14.1 Mandatory Retirement. This Section shall be subject to applicable State or Federal law.

ARTICLE 15: SENIORITY AND SEPARATION

- 15.1 **Definition:** Seniority shall be defined as a regular employee's length of continuous accumulated service in this bargaining unit with the HRA. Part-time employees and full-time employees shall be listed on the same seniority list, with part-time employees accruing seniority based on the date of hire. A seniority list shall be posted on January 1 of each year and a copy sent to the UNION. Employees shall be placed on the list in accordance with their total continuous accumulated years, months, and days. Seniority shall continue to accrue during periods of paid or unpaid sick leave, workers' compensation, vacation, holidays, approved leaves of absence, and for a period of one (1) year while the employee is on layoff.

Employees who promote, transfer, demote or are reassigned to a position with the HRA excluded from this bargaining unit shall not continue to accrue seniority within the bargaining unit, other than as stated in Article 5.2. If the employee later returns to a position within this bargaining unit, the employee shall receive all previously accumulated seniority in this bargaining unit.

Tie breaking of equal seniority rank shall be determined by a flip of a coin, effective the day of the flip without retroactive effect or liability to HRA. The Employee whose last name starts with the letter closest to the letter "A" in the alphabet shall flip the coin; the other employee shall call the coin.

- 15.2 **Probationary Period.** Regular employees serving a probationary period, as established by Article 5 (Probationary Period) 5.1, shall not acquire seniority until the completion of the probationary period. Following the completion of the probationary period, an employee's seniority shall revert to the date of employment. There shall be no probationary period for demotions or transfer.
- 15.3 **Posting of Vacancies.** Notice of all vacancies and newly created positions covered by this agreement shall be posted on employee bulletin boards and employees covered by this agreement shall be given ten (10) calendar days to make applications for such positions. The posting shall include the shift and work days of the position to be filled. The most senior qualified employee making application shall be awarded the position. If no employee applies to fill a vacancy, the Executive Director can assign an employee to fill the vacancy subject to approval of the employee. If no employee is qualified or if no employee accepts the assignment, the Executive Director may seek a new employee to fill the vacancy. The decision of the Executive Director as to qualifications shall not be subject to the grievance procedure, but may be appealed to the HRA Board of Commissioners at their next regular scheduled meeting. The written notice of the appeal to the HRA Board shall be received by the HRA at least ten (10) working days prior to the Board's meeting or the appeal shall be heard at the following meeting. The decision of the HRA Board on this matter shall be final.

- 15.4 Short Term Filling of Vacancies. Short term vacancies shall be posted for ten (10) calendar days. The HRA may fill the vacancy during the ten (10) calendar days of posting with an employee or outside person. The HRA reserves the right to fill vacancies on a short term basis, not to exceed ninety (90) calendar days, by offering the vacancy to qualified employees on a seniority basis. If no employee volunteers to fill the short term vacancy, the HRA may assign an employee on a reverse seniority basis. Employees so assigned shall receive the pay for the position to which assigned, but not less than their pay before such assignment. Employees shall be returned to their former position and pay after filling a short-term vacancy.
- 15.5 Re-employment. A regular employee rehired following separation, for a reason established by this Article, shall be considered a new employee and shall serve a probationary period in accordance with Section 5.1 of Article 5 (Probationary Period).
- 15.6 Separation. Employees shall be considered separated from employment with the HRA based on the following actions:
- A. Resignation. Employees resigning from employment shall give written notice at least ten (10) working days, excluding approved vacation periods, prior to the effective day of resignation.
 - B. Retirement. As provided by Article 14 (Retirement).
 - C. Discharge. As provided by Article 17 (Discipline and Discharge).
 - D. Termination During the Probationary Period. As provided by Article 5 (Probationary Period).
 - E. Failure to Report for Work. As provided by Article 6 (Hours of Work).
 - F. Failure to Request Leave of Absence Without Pay. As provided by Article 13 (Leave of Absence).

ARTICLE 16: LAYOFF

- 16.1 When it becomes necessary through lack of work or funds or for other causes for which an employee is not at fault to reduce the number of employees within this bargaining unit, the following procedure shall apply:

All temporary employees shall be laid off before full-time or part-time employees. If additional layoffs are required for employees, the Executive Director shall designate the job title and department in which such reduction shall occur. The least senior employee in such job title in that department shall be the first laid off. When an employee is laid off in such job title, he/she shall be permitted to exercise his/her seniority rights to bump-replace an employee with less seniority. Such employee may bump an employee in another job classification providing the bumping employee has greater seniority and qualifies for the position. The decision of the Executive Director as to qualifications shall not be subject to the grievance procedure, but may be appealed to the HRA Board of Commissioners whose decision shall be final. If found qualified by the Executive Director, such employee shall be placed in that position at the rate of pay for that position at the step he/she was at in his/her former position or the rate of pay of the new position at Step A, whichever is higher.

- A. Layoff for the purposes of bumping shall be defined to include any reduction in hours.
- B. During any layoff, no temporary employee or intern shall be employed while any permanent employee under this bargaining unit is laid off.
- C. The Employee and the UNION shall be notified fifteen (15) working days in advance of any contemplated layoff.

- 16.2 Recall. When it becomes necessary to recall employees from layoff, employees shall be recalled in reverse order of layoff, provided, however, that the employee is qualified and physically capable in the judgment of the Executive Director for the position available.

Employees recalled shall have ten (10) working days for the Executive Director to determine if he/she is qualified. If it is determined that the employee is not qualified, they shall be returned to their position on the recall list.

- 16.3 Loss of Recall Rights. Upon recall, if an employee refuses to accept an appointment offered to him/her, the Executive Director may remove his/her name from the re-employment list. An employee refusing to accept an appointment for a position in a lower class than the one from which he/she was originally laid off shall have his/her name removed from the re-employment list, and shall be deemed "separated from employment" under Article 15 (Seniority and Separation) of this Agreement.
- 16.4 End of Recall Rights. Recall rights shall cease two (2) years after an employee is laid off and thereupon such employee shall be deemed "separated from employment" under Article 15 (Seniority and Separation) of this Agreement.
- 16.5 Notice. Notices to employees of layoff or recall shall be in writing and sent by certified mail.

ARTICLE 17: DISCIPLINE AND DISCHARGE

17.1 Discipline and Discharge. For the purposes of this Article, disciplinary action shall include only the following:

- a. Written Reprimand
- b. Loss of One Hourly Rate Step
- c. Suspension
- d. Discharge

An oral reprimand shall not be deemed disciplinary action within the meaning of this Article. If a supervisor has reason to orally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

17.2 Discipline. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through Article 18 (Grievance Procedure), as provided herein. An employee will not be questioned during an investigation that may lead to disciplinary action against the employee unless the employee has been given an opportunity to have a UNION representative present at such questioning.

17.3 Written Reprimand. If a supervisor desires to issue a written reprimand to an employee for a violation of a regulation or instruction of the HRA, or deficiencies in their work performance, the statement of the fact shall be placed in the employee's personnel file, with a copy to the employee.

17.4 When any disciplinary action is intended to be taken against an employee, the HRA shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such action.

17.5 Discharge of Regular Employees. The HRA shall not discharge any regular employee without just cause. If, in any case, the HRA feels there is just cause for discharge, the employee will be suspended for five (5) working days without pay and the employee and the UNION will be notified, in writing, that the employee is subject to discharge and shall be furnished with the reasons therefore. An employee who is deemed to have resigned because of more than three (3) consecutive days of unexcused and unapproved absences shall have the right to contest such fact by use of the grievance procedure under the terms of this contract.

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employees' immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure:

Step 1 The employee, with the UNION Steward, shall attempt to resolve a grievance with the employee's immediate supervisor within ten (10) working days after the employee should have had knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the employee and Steward within ten (10) working days.

Step 2 If the grievance has not been resolved to the satisfaction of the UNION, within seven (7) working days of receiving the response at Step 1 it may be presented in writing by the UNION to the Executive Director. The written grievance shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The Executive Director shall arrange a meeting with the UNION to discuss the grievance within ten (10) working days. A written response shall be forwarded to the UNION within seven (7) working days after the meeting. The UNION Steward may also participate in such meeting.

Step 3 If the grievance still remains unresolved, it shall be presented to the Board of Commissioners no later than their next meeting after the UNION demands that the Board of Commissioners hears the grievance. The UNION shall make such demand within seven (7) working days of receiving the response at Step 2, and the Board of Commissioners shall render their decision within ten (10) working days of such meeting. Nothing herein shall be construed to prohibit the Board of Commissioners from scheduling a Special Meeting to consider any such grievance.

If the Board of Commissioners schedules a special meeting to hear the grievance, the meeting shall be scheduled within seven (7) days of the UNION's request for such meeting.

Step 4 If the grievance is still unresolved after response provided in Step 3 is due, the UNION may within ten (10) working days serve notice of intent to submit the issue to arbitration by giving written notice to the HRA. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the HRA and the UNION within seven (7) working days after the request for such action. If the parties fail to mutually agree upon an arbitrator within the said seven (7) working days, either party may request the Bureau of Mediation Services to provide a panel of five (5) arbitrators. Both the HRA and the UNION shall have the right to strike two (2) names from the panel. The party striking the first name shall be determined by lot. They shall then alternately strike one (1) name, and the process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be assessed as follows:

- a. if the grievance is sustained and the arbitrator grants to the Union all of the relief requested, the HRA pays;
- b. if the grievance is denied, the Union pays;
- c. if the grievance is sustained but the arbitrator does not grant to the Union all of the relief requested, each party pays one-half;
- d. each party shall be responsible for compensating its own representatives and witnesses.

If either party cancels an arbitration hearing or asks for last-minute postponement that leads to the arbitrator making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceeding, it may cause such a record to be made providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

- 18.2 Arbitrator's Authority. The arbitrator shall have no 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 or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. If the arbitrator determines that the grievance is an issue of law, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented. In all things the Arbitrator shall be bound by the provisions of Minnesota law relating to Arbitration.
- 18.3 Time Limits. If 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 or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the HRA's last answer. If the HRA or its agents do not answer a grievance or an appeal thereof within the specified time limits, the UNION or its agents may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the HRA or its agents and the UNION or its agents in each step and such extension will not be unduly withheld.

ARTICLE 19: NON-DISCRIMINATION

- 19.1 HRA and UNION Responsibility. The parties agree that their respective policies will not discriminate against any employee 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.
- 19.2 Jurisdiction. The parties recognize that jurisdiction for the enforcement of the provisions of this Article shall be the official HRA Affirmative Action Procedure and thereafter vested solely in various city, state, and federal agencies and the courts as provided for by U.S. and Minnesota laws, and not the Grievance Procedure of this Agreement.

ARTICLE 20: CLOTHING ALLOWANCE

- 20.1 Clothing Allowance. All regular full-time maintenance employees shall be furnished once per year, subject to section 20.2 herein, the following, subject to the conditions set forth:

Four (4) shirts

Four (4) pairs of regular uniform pants or three (3) pair of Carhartt brand dark blue work pants.

One (1) summer jacket each year for the first two years of employment and then one every other year.

One (1) winter jacket during each of the first two years of employment, and as needed as determined by the Property Manager each year thereafter.

One (1) winter hat

The employer shall issue a reimbursement of up to \$75 for the purchase of OSHA approved safety shoes or boots if documented with an original sales receipt.

20.2 Wearing of Clothing. All employees who are issued clothing under 20.1 are required to wear it while on duty.

20.3 Maintenance of Clothing. It shall be the responsibility of the employee to maintain such clothing in a neat and presentable manner at the employee's expense.

20.4 Additional Clothing. Upon approval of the employee's supervisor, the HRA will furnish one (1) replacement shirt and pair of pants each year.

ARTICLE 21: PERSONNEL FILES

21.1 Inspection of Files. Employees shall be allowed, upon request, to inspect their personnel files during normal working hours. There shall be only one official personnel file per employee, to be kept in the Personnel Office.

21.2 Copies of Files. Performance Evaluations shall be made on each employee at least once a year. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in the employee's personnel record and shall be permitted to respond thereto, but only as to matters of fact, not opinion. The contents of an employee's personnel records shall be disclosed to the employee's UNION representative upon the written request of the employee.

ARTICLE 22: TRAVEL

22.1 Travel Authorization. Employees may perform official travel upon authorization of the Executive Director or their supervisor.

22.2 Travel Expenses. Travel expenses, when authorized, for the purpose of attending a conference or meeting, participation in a training session, inspections, or any other HRA business shall be reimbursed for the expense thereof under the following terms, conditions and limitations.

- A. Local Travel. Local Travel is defined as travel to a point of destination in Duluth or immediate suburbs.

Such travel expense, when made by privately owned automobile, will be reimbursed at the current mileage rate in effect during the month in which the travel is incurred, plus any incurred parking fees. Reimbursement for travel through the use of a personal car shall be at the Federal Mileage rate in effect at the time of travel. For all travel within the City, appropriate forms must be utilized for the reporting of mileage.

- B. Out of Town Travel.

1. Hotel/Motel Expense. Employees attending a conference, meeting or training session conducted at a hotel or motel are expected to stay at that hotel or motel or its equivalent within the community of the meeting. Employees shall be paid for actual hotel/motel expenses incurred while in an official travel status. Receipts for lodging are required for reimbursement unless other substantiation of the expenditure is furnished and approved.
2. The reimbursement for the cost of meals for an employee out of town on HRA business will not normally exceed a total of \$51.00 per day. A 20% additional allowance is authorized for business out-of-state; provided, however, that Superior, WI shall not be considered "out of state." The Executive Director may approve higher reimbursements. In cases where the meals are included in the registration fee for an out of town event or HRA business requires travel for only part of a day, the total available reimbursement per day will be reduced by the following amounts, as applicable: \$9.00 for breakfast; \$13.00 for lunch; and \$29.00 for dinner.

3. Transportation. The method of travel used shall be determined on the basis of convenience and minimum expense to the HRA considering the time of the meeting or conference in relation to air travel schedules. When the use of a personal car is approved by the Executive Director, the total cost to the HRA shall not exceed the cost of air travel and the time paid shall not exceed the air travel time for the employee. Reimbursement rates for use of a personal car are set forth in a subsequent paragraph. Taxi or limousine service charges should be stated separately and considered a part of transportation. Receipts for air, rail and auto are required for reimbursement unless other substantiation of the expenditure is furnished and approved.
4. Mileage Allowance. Reimbursement for authorized travel through the use of a personal car shall be reimbursed at the current federal mileage rate in effect during the month in which the travel is incurred.

ARTICLE 23: STRIKES AND LOCKOUTS

- 23.1 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 abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of the reason for so doing. In the event of any such unauthorized work action by any employees subject to this Agreement, the UNION agrees that it, its officers, employees and agents shall immediately make its best efforts to cause such employees to cease such conduct.
- 23.2 No Lockouts. The HRA will not lock out any employee during the term of this Agreement as a result of a labor dispute with the UNION. This shall include Resident Caretaker dwelling units.

ARTICLE 24: HOUSING

- 24.1 Condition of Employment. Employees who are required by the HRA to reside in an HRA-owned property as a condition of employment shall be required to execute a dwelling lease with the HRA for a period equal to and coterminous with their employment, which lease is made a part hereof as Appendix A-3.
- 24.2 Rental Amount. Designated employees shall be required to pay seventy dollars (\$70.00) per month rent for the dwelling unit and shall authorize collection of such rent through payroll deduction.

- 24.3 Terms and Termination. Such lease shall be terminated in accordance with the provisions of paragraph 6 of the lease, Appendix A-3. If an employee's employment be terminated under the provisions of the Article 17 (Discipline & Discharge), the effective date of such termination shall be the date stated in the notice to the employee of his/her termination, unless such termination is appealed under Article 18 (Grievance Procedure). In that case, the effective date of such termination shall be determined by the provision of Article 18 (Grievance Procedure).

ARTICLE 25: WORKERS' COMPENSATION

- 25.1 Eligibility. Workers' Compensation shall be afforded to all employees.
- 25.2 Notification. To qualify for Workers' Compensation benefits, notification shall be filed within two (2) weeks of any injury.
- 25.3 Supplemental Benefits. The difference between the Workers' Compensation benefit for a normal work week and an employee's normal work week compensation shall be drawn from the employee's earned sick leave, compensatory time, and/or vacation, in the order established herein beginning with the first so-called waiting period. The amount deducted shall be the difference, rounded to the nearest one-half (1/2) hour. An employee may draw from earned sick leave, compensatory time, and/or vacation until exhausted, at which time the benefit shall cease and only the Workers' Compensation benefits will be received.
- 25.4 Normal Compensation. Under no circumstances will an employee, who elects the Workers' Compensation supplemental benefit, receive compensation which is in excess of the employee's normal work day or normal work week's compensation.

ARTICLE 26: DURATION

- 26.1 Duration. This agreement shall become effective as of January 1, 2020, and shall remain in effect through December 31, 2022 and shall continue in effect from year to year thereafter unless changed or terminated in accordance with 26.2 of this Article.
- 26.2 Term and Reopening Negotiations. If either party desires to modify or amend the agreement commencing on January 1, 2023, written notice shall be given at least ninety (90) days prior to January 1, 2023.
- 26.3 Effect. This Agreement constitutes the full and complete agreement between the HRA and the UNION representing the employees in the appropriate unit of this Agreement.
- 26.4 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.

- 26.5 Severability. The provisions of this Agreement shall be severable, and if any provisions herein or the application of any such provisions under any circumstances are held invalid, it shall not affect any other provision of this Agreement or the application of any other provision herein and a substitute provision shall be renegotiable by the parties to replace the void clause.
- 26.6 Savings Clause. This Agreement is subject to the laws of the United States of America, the State of Minnesota, and all rules and regulations made pursuant thereto. In the event any provision of this Agreement shall be held contrary to such laws, rules and regulations by a court of competent jurisdiction, whose final judgment no appeal has taken within the time provided, such provision shall be deemed void. All other provisions of the contract shall continue in full force and effect.
- 26.7 Americans with Disabilities Act. Both parties agree to comply with Federal and Minnesota State Laws in matters related to Americans with Disabilities Act.
- 26.8 Drug Testing. Both parties agree to comply with Federal and Minnesota State Laws in matters related to drug testing and to comply with the Drug and Alcohol Use and Testing Policy attached as Appendix B.

ARTICLE 27: P.E.O.P.L.E. CHECKOFF

The Employer shall deduct from the wages of any employee who is a member of the UNION a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the UNION. The Employer shall remit any deductions made pursuant to this provision promptly to the UNION together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 28: CREDIT UNION DEDUCTIONS

The Employer shall deduct from the wages of any employee who is a member of the Northern Communities Credit Union deductions as provided for in a written authorization. Such written authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Northern Communities Credit Union. The Employer shall remit any deductions made pursuant to this provision to the Northern Communities Credit Union at the time of deduction.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 28th day
of January, 2020

HOUSING & REDEVELOPMENT
AUTHORITY OF DULUTH, MINNESOTA (HRA)

BY Michael J. Jalani
HRA Board Chairperson

BY Joel Keppers
HRA Executive Director

AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES (AFSCME) – LOCAL 66

BY R. R. R.
President AFSCME Local 66

BY [Signature]
Field Director AFSCME Council 5

BY [Signature]
Field Representative
AFSCME Council 5/Local 66

APPENDIX A – 1

JOB CLASSIFICATIONS AND TITLES

<u>JOB CLASSIFICATION</u>	<u>TITLES</u>
1.	ADMINISTRATIVE SUPPORT TECHNICIAN
2.	APPLICATION TECHNICIAN
3.	
4.	ADMINISTRATIVE ASSISTANT
5.	HOUSING TECHNICIAN
6.	LEASING & OCCUPANCY COORDINATOR HOUSING COORDINATOR APPLICATIONS SPECIALIST MAINTENANCE RECORDS COORDINATOR
7.	ACCOUNTANT I DRAFTSMAN DATA AND COMPUTER PROGRAM TECHNICIAN HOUSING REHABILITATION TECHNICIAN INVENTORY SPECIALIST
8.	HOUSING INSPECTOR
9.	REHABILITATION SPECIALIST I HOUSING SPECIALIST ACCOUNTANT II
10.	FAMILY COUNSELOR RELOCATION COORDINATOR ASSISTANT HOUSING MANAGER FAMILY SELF-SUFFICIENCY COORDINATOR
10A.	HOUSING SPECIALIST II
11.	FINANCIAL ANALYST LOAN OFFICER HOUSING REHABILITATION SPECIALIST II
12.	HOUSING MANAGER REAL ESTATE OFFICER PROCUREMENT ADMINISTRATOR
13.	COMPUTER SYSTEMS MANAGER
14.	
15.	PROCUREMENT & CAPITAL IMPROVEMENT MANAGER

APPENDIX A –1
STEP HOURLY RATE SCHEDULE FOR ADMINISTRATIVE EMPLOYEES

Classification **Effective January 1, 2020**

	STEP A 0 to 1950 hours	STEP B 1950 to 3900 hours	STEP C 3900 to 5850 hours	STEP D 5850 to 7800 hours	STEP E More than 7800 hours
1	16.40	17.01	17.53	18.17	18.81
2	16.87	17.45	18.05	18.67	19.37
3	18.05	18.66	19.34	20.00	20.72
4	18.85	19.50	20.19	20.91	21.62
5	20.02	20.73	21.48	22.21	23.03
6	20.68	21.42	22.17	22.98	23.79
7	21.57	22.34	23.12	23.98	24.84
8	22.31	23.11	23.96	24.83	25.70
9	22.95	23.76	24.60	25.50	26.44
10	23.16	24.03	24.88	25.80	26.75
10A	23.57	24.41	25.27	26.19	27.18
11	24.96	25.83	26.82	27.80	28.81
12	25.57	26.48	27.44	28.45	29.50
13	27.24	28.24	29.25	30.33	31.45
15	32.88	34.18	35.71	37.14	38.79

Classification **Effective January 1, 2021**

	STEP A 0 to 1950 hours	STEP B 1950 to 3900 hours	STEP C 3900 to 5850 hours	STEP D 5850 to 7800 hours	STEP E More than 7800 hours
1	16.56	17.18	17.71	18.35	19.00
2	17.04	17.62	18.23	18.86	19.56
3	18.23	18.85	19.53	20.20	20.93
4	19.04	19.70	20.39	21.12	21.84
5	20.22	20.94	21.69	22.43	23.26
6	20.89	21.63	22.39	23.21	24.03
7	21.79	22.56	23.35	24.22	25.09
8	22.53	23.34	24.20	25.08	25.96
9	23.18	24.00	24.85	25.76	26.70
10	23.39	24.27	25.13	26.06	27.02
10A	23.81	24.65	25.52	26.45	27.45
11	25.21	26.09	27.09	28.08	29.10
12	25.83	26.74	27.71	28.73	29.80
13	27.51	28.52	29.54	30.63	31.76
15	33.21	34.52	36.07	37.51	39.18

Classification Effective January 1, 2022

	STEP A 0 to 1950 hours	STEP B 1950 to 3900 hours	STEP C 3900 to 5850 hours	STEP D 5850 to 7800 hours	STEP E More than 7800 hours
1	16.73	17.35	17.89	18.53	19.19
2	17.21	17.80	18.41	19.05	19.76
3	18.41	19.04	19.73	20.40	21.14
4	19.23	19.90	20.59	21.33	22.06
5	20.42	21.15	21.91	22.65	23.49
6	21.10	21.85	22.61	23.44	24.27
7	22.01	22.79	23.58	24.46	25.34
8	22.76	23.57	24.44	25.33	26.22
9	23.41	24.24	25.10	26.02	26.97
10	23.62	24.51	25.38	26.32	27.29
10A	24.05	24.90	25.78	26.71	27.72
11	25.46	26.35	27.36	28.36	29.39
12	26.09	27.01	27.99	29.02	30.10
13	27.79	28.81	29.84	30.94	32.08
15	33.54	34.87	36.43	37.89	39.57

In 2020, 2021, and 2022 there will be an additional payment equal to ½% for all employees in payroll status on December 31 each year.

APPENDIX A – 2
JOB CLASSIFICATIONS, TITLES AND STEP HOURLY RATE SCHEDULE FOR
MAINTENANCE EMPLOYEES

Job Title/Classification		Effective January 1, 2020			
	STEP A	STEP B	STEP C	STEP D	STEP E
	0 to 1950 hours	1950 to 3900 hours	3900 to 5850 hours	5850 to 7800 hours	More than 7800 hours
MAINTENANCE TECHNICIAN TRAINEE	15.28	15.80	16.31	16.84	17.40
RESIDENT CARETAKER	15.43	15.95	16.47	17.00	17.57
MAINTENANCE TECHNICIAN	17.56	18.16	18.76	19.39	20.03
MAINTENANCE MECHANIC	20.87	21.54	22.27	23.01	23.76
WORKING FOREMAN	22.70	23.47	24.24	25.06	25.87
LEAD MAINTENANCE MECHANIC	22.95	23.76	24.60	25.50	26.44

Job Title/Classification		Effective January 1, 2021			
	STEP A	STEP B	STEP C	STEP D	STEP E
	0 to 1950 hours	1950 to 3900 hours	3900 to 5850 hours	5850 to 7800 hours	More than 7800 hours
MAINTENANCE TECHNICIAN TRAINEE	15.43	15.96	16.47	17.01	17.57
RESIDENT CARETAKER	15.58	16.11	16.63	17.17	17.75
MAINTENANCE TECHNICIAN	17.74	18.34	18.95	19.58	20.23
MAINTENANCE MECHANIC	21.08	21.76	22.49	23.24	24.00
WORKING FOREMAN	22.93	23.70	24.48	25.31	26.13
LEAD MAINTENANCE MECHANIC	23.18	24.00	24.85	25.76	26.70

Job Title/Classification		Effective January 1, 2022			
	STEP A 0 to 1950 hours	STEP B 1950 to 3900 hours	STEP C 3900 to 5850 hours	STEP D 5850 to 7800 hours	STEP E More than 7800 hours
MAINTENANCE TECHNICIAN TRAINEE	15.58	16.12	16.63	17.18	17.75
RESIDENT CARETAKER	15.74	16.27	16.80	17.34	17.93
MAINTENANCE TECHNICIAN	17.92	18.52	19.14	19.78	20.43
MAINTENANCE MECHANIC	21.29	21.98	22.71	23.47	24.24
WORKING FOREMAN	23.16	23.94	24.72	25.56	26.39
LEAD MAINTENANCE MECHANIC	23.41	24.24	25.10	26.02	26.97

In 2020, 2021, and 2022 there will be an additional payment equal to ½% for all employees in payroll status on December 31 each year.

APPENDIX A-3

HOUSING AND REDEVELOPMENT AUTHORITY
OF DULUTH, MINNESOTA
DWELLING LEASE

RESIDENT CARETAKER

The parties to this Lease are the Housing and Redevelopment Authority of Duluth, Minnesota referred to in this lease as "Management" and the employee in the position of Resident Caretaker, referred to in this lease as "Resident". Only the persons listed below are allowed to use and occupy the dwelling, subject to successful completion of all statutory required background checks. Changes in family composition must be reported to Management within ten (10) days of the change.

The location of the dwelling unit being leased is:

_____ Apartment _____ Duluth, MN 558 _____ referred to in this lease as the "premises" or "dwelling".

This lease begins on _____. The term is one month and will renew automatically from month to month, unless terminated as provided by this Lease.

The monthly rent amount is \$ _____. This amount is subject to renegotiations between Management and the UNION in accordance with the union contract term. Rent and charges are due and payable on the FIRST day of the month, at the office of Management, 222 East Second Street, Duluth, Minnesota. If rent and charges are not paid by the FIFTH day of the month, a \$10 late charge will be assessed. If rent and charges are paid by a personal check and it is returned for insufficient funds, this will be considered non-payment of rent and charges and Resident will be charged the late fee and an additional charge of \$25 for processing costs. If two (2) personal checks are returned NSF, all future rental payments and other charges must be paid by money order. Resident may elect to have the rent payroll deducted and shall inform the Deputy Director/Human Resources of such request.

Resident agrees to pay \$ 100 for a security deposit at the time of entering into this agreement. Within 21 days after Resident permanently moves from the Dwelling, Management will return the deposit with interest at the rate provide by State law, less amounts to cover unpaid rent; repair of damages exceeding normal wear and tear, and other charges due under this Lease.

1. UTILITIES. Management agrees to furnish the following utilities and services without cost to the tenant: heat, cooking fuel, electricity, hot water, water & sewer, cooking stove, refrigerator, garbage removal, telephone, except long distance phone calls, and laundry privileges, including laundry tokens for personal use by the Resident and members of the Resident's family residing in the dwelling unit.

2. OCCUPANCY OF THE DWELLING UNIT. Resident agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Resident and his/her family and/or dependents. This provision does not exclude reasonable accommodation of Resident's guests or visitors. Resident agrees to abide by such necessary and reasonable regulations as may be required by Management for the benefit and well being of the housing unit and the residents. Resident will abide by the same terms and conditions set forth in Management's public housing pet policy. It is agreed that should the number of members of the family who occupy the premises, by reason of any fact or circumstances, be increased in number so that the occupancy limits of the units occupied are not complied with, then the Resident and his family shall move at the request of the Management to other premises under control by the Management, under terms and conditions of Resident's contract of employment and a renegotiated lease agreement.

3. DAMAGE AND REPAIR. Resident shall keep the premises and fixtures in a clean and sanitary condition at all times, and shall dispose of all trash and garbage in containers provided for that purpose; and shall use reasonable care to keep the dwelling unit in such condition as to prevent health or sanitation problems from arising. Resident shall notify Management promptly of known common areas and grounds of the unit which may lead to damage or injury. Except for normal wear and tear, Resident agrees to pay reasonable charges for the repair of intentional or negligent damage to the leased premises caused by Resident, his family, dependents, or guests. Such charges shall be billed to the resident and shall specify the items of damages involved, correctional action taken, and the cost.

Management responsibilities include maintenance of the building and common areas and grounds of the unit in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs or defects hazardous to life, health, and safety are not made or temporary alternative accommodations offered to the Resident within seventy-two (72) hours of Resident's reporting same to Management, and if it was within the Management's ability to correct the defect or obtain the correction, then Resident's rent shall abate during the entire period of the existence of such defect while he/she is residing in the unrepaired dwelling. Rent shall not abate if the Resident rejects reasonable alternative temporary accommodation.

4. INSPECTIONS. When Resident moves in, Management shall inspect the dwelling unit and shall give Resident a written statement of the condition of the dwelling unit. Resident and/or his/her representative may join in such inspection. Resident agrees that the duly authorized agent, employee, or representative of Management will be permitted to enter Resident's dwelling unit for the purposes of examining the condition thereof or for making improvements or repairs. Such an entry may be made only during reasonable hours, after advance notice in writing to Resident of date, time, and purpose; provided, however, that Management shall have the right to enter Resident's dwelling unit without prior notice to Resident if Management reasonably believes that an emergency exists which requires such entrance. Management must promptly notify Resident in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it. When Resident vacates, Management will inspect the dwelling unit and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or his/her representative may join in such inspection.

5. LEGAL NOTICES. Any notice required hereunder will be sufficient if delivered in writing to Resident personally, or to an adult member of the Resident's family residing in the dwelling unit, or if sent by certified mail, Return Receipt Requested, properly addressed to Resident, postage prepaid. Notice to Management must be in writing, and either delivered personally to the Executive Director or sent to the Executive Director by certified mail, postage prepaid, addressed to P.O. Box 16900, Duluth, MN 55816-0900.

6. TERM AND TERMINATION OF LEASE. This lease, unless terminated by either party, shall continue from month to month. In the event Resident terminates his employment with Management, this lease shall terminate as well. Resident must vacate the premises within thirty (30) days of the termination of his employment.

In the event Management terminates Resident's employment or lays the Resident off, termination of this lease shall be effected by written notice to the Resident of his termination of employment with management. Termination of this lease is understood by Resident in the event such notice is given, and resident will be given no more than thirty days from any notice to surrender the unit. It is understood by Resident that his/her occupancy is an accommodation to him/her for the mutual benefit of the parties and the carrying out of this employment with management and that he/she is not a resident under any determination of eligibility by reason of income, assets, or age and that he/she recognizes the absence of any right to administrative hearings in the event of termination of tenancy. Resident, shall, when he/she vacates, demonstrate to the satisfaction of Management that he/she has:

- a. Cleaned all floors thoroughly on the day of such surrender;
- b. Left all shades or drapes acceptably clean, and washed and cleaned the bathroom fixtures, sink, range, refrigerator and kitchen cupboards in a thorough manner on the day of such surrender; and
- c. Removed all his/her property from the premises and all rubbish prior to surrender. Any property left on the premises after surrender is to be deemed abandoned by the Resident and the Management may dispose of same without appropriate accounting therefor.

7. APPLICABLE LAW. This lease shall be construed in accordance with and be governed by the laws of the State of Minnesota.

8. LEASE DOCUMENTS. This lease and Resident's application for employment and relative terms of the AFSCME contract constitute the entire agreement between Management and Resident.

IN WITNESS WHEREOF, The Parties executed this lease this _____ day of _____, 200__, at Duluth, Minnesota.

FAILURE TO COMPLY WITH ANY TERMS OF THIS LEASE CAN BE CAUSE FOR EVICTION AND TERMINATION OF THE EMPLOYMENT POSITION.

HOUSING AND REDEVELOPMENT AUTHORITY OF DULUTH, MINNESOTA

BY _____
Resident

BY _____
Management

01/2001

APPENDIX B

DRUG AND ALCOHOL USE AND TESTING POLICY

1. Policy Statement.

The HRA is committed to maintaining a safe and productive work environment for all employees and the general public, free from the effects of alcohol and illegal drugs. For the health and safety of employees, the community, the HRA's tenants and other clients, the HRA will not tolerate alcohol or illegal drug use, possession, sale or transfer on the job or on HRA property, nor will it tolerate employees who are at work or operating HRA vehicles or equipment under the influence of alcohol or illegal drugs. Breaches of this policy will result in disciplinary action, up to and including dismissal. For these reasons, an employee who is called to work outside a regularly scheduled shift or paid stand by shall not be required to report to work if the employee tells the employer that he/she has been drinking or has used any illegal drug which could impair his/her work performance.

2. Definitions.

- a. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.
- b. "Illegal drug" means a controlled substance as defined by Minn. Stat. § 152.01, subd. 4, which incorporates by reference Schedules I through V of Minn. Stat. § 152.02. "Illegal drug" shall not include prescription medications prescribed to the employee being tested and taken only as prescribed, or over-the-counter medications used in accordance with the terms of the product's directions for use.
- c. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd. 1, for the purpose of measuring the presence or absence of illegal drugs, alcohol, or their metabolites in the sample tested.
- d. "Employee" means any person who is employed by the HRA.
- e. "Initial screening test" means a drug or alcohol test which uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.
- f. "Medical facility" means an occupational health service provider which has been selected by the HRA to collect body component samples pursuant to this policy.

- g. "On the job" and "at work" means engaged in any activity for which an employee is entitled to receive compensation from the HRA, excluding activities engaged in during an employee's paid time off.
- h. "Positive test result" means a finding of the presence of illegal drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minn. Stat. § 181.953, subd. 1. The presence of alcohol or illegal drugs or their metabolites in a tested sample generally will be reported using one of the following measures:
- "Gm" means gram(s)
"L" means liter(s)
"Ml" means milliliter(s)
"Ng/Ml" means nanograms per milliliter.
- i. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. A written record of the observations leading to a drug or alcohol reasonable suspicion test shall be made on the day the test is requested.
- j. "Under the influence" means having the presence of an illegal drug at or above the level of a positive test result or the presence of alcohol at or above a blood level concentration of .04; provided, however, that an employee testing positive for the presence of marijuana may be permitted to prove that the presence of marijuana did not impair the employee's work performance and that it was not ingested while the employee was on duty or on the employer's property. The employee has the burden of proof.
- k. "Valid medical reason" for the presence of illegal drugs in an employee's system means (1) the illegal drug identified in a drug test corresponds to a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minn. Stat. § 152.11, and names the employee as the person for whose use it is intended; (2) the illegal drug was prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor; (3) the illegal drug was used in accordance with the terms of the prescription; or (4) the employee has any other medical condition not related to the use of illegal drugs or alcohol which caused the positive test result and the condition and its effect on the test result are verified by a licensed physician. Use of an over-the-counter medication before or during work in accordance with the terms of the product's directions for use shall constitute a valid medical reason.

3. Persons Subject to Testing.

All employees of the HRA are subject to testing under applicable sections of this policy. However, no person will be tested for illegal drugs or alcohol under this policy without the person's consent. The HRA may request an individual to undergo alcohol or drug testing under the circumstances described in this policy.

4. Circumstances for Drug and Alcohol Testing.

- a. Reasonable Suspicion Testing. Any employee of the HRA may be requested to undergo chemical testing for the presence of alcohol or illegal drugs when there is reasonable suspicion that the employee is under the influence of or is using alcohol or illegal drugs or has violated the rules stated above against possession, use, sale, transfer or being under the influence of alcohol or illegal drugs while on HRA time or property, while operating HRA vehicles or equipment, or while working on behalf of the HRA.
- b. Post-Accident Testing. Any employee of the HRA may be requested to undergo chemical testing for the presence of alcohol or illegal drugs where there is reason to suspect that the employee has suffered a personal injury, or has caused another employee, or any person on HRA premises, to suffer an injury as the result of using drugs or alcohol; or that the employee has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident as the result of using illegal drugs or alcohol.
- c. Treatment Program Testing. The HRA may also test an employee for alcohol or illegal drugs without notice during his/her participation in a treatment program to which he or she has been referred by the HRA, or which is paid for by the HRA's group health insurance, and for up to two years following completion of such program.

5. Right to Refuse Testing and Consequences of Refusal.

An employee may refuse to undergo requested testing, but a refusal will result in discipline of the refusing employee up to and including termination of employment. Employees found to have given an adulterated or substituted sample for testing will be deemed to have refused to undergo testing, and will be subject to discipline consistent with such a refusal.

6. Procedures for Testing.

- a. At the time the employee is asked to report to the medical facility for testing in a reasonable suspicion situation, the supervisor or another manager will accompany the employee to the collection site, and will not allow the employee to drive. For reasons of safety the employee will be suspended temporarily with pay pending results of the testing. If the test results are negative, the employee will be reinstated. If the test results are positive, any ongoing suspension pending completion of the procedures described in section 7 shall be without pay from the date the test results are first reported to the HRA; however, the HRA shall permit an employee to use available accrued sick leave to participate in the counseling or rehabilitation program described in paragraph 7b.
- b. After producing the sample, the employee tested for reasonable suspicion shall be escorted home by a supervisor or other manager.

7. Laboratory Analysis and Reporting of Results.

- a. The laboratory to which the sample is sent for analysis will be selected by the medical facility in accordance with Minn. Stat. § 181.953, subd. 1.
- b. If the results of the testing, including a confirmatory test following a positive initial screening, indicate the presence of any substance tested for under this policy, the employee will be subject to disciplinary action up to and including termination, as determined through the normal disciplinary process and in accordance with any applicable collective bargaining agreement. An employee testing positive for the first time in a test requested by the HRA will be referred to an appropriate counseling or rehabilitation program, based on the recommendations of a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency, and will not be terminated for violating this policy unless he or she refuses to accept the referral or fails to successfully complete the program.
- c. Within three working days after a report of the test results has been provided to the HRA, the employee will be given written notice of a negative result on the initial screening test or a negative or positive result on a confirmatory test. Within five working days after this notice, the employee may request in writing that a confirmatory retest be performed on the original sample at the same laboratory or another licensed laboratory (at the employee's expense), or within three working days after notice of the test result the employee may submit information to explain a positive result. If a confirmatory retest does not confirm the original positive test result, no disciplinary action based on the original test result will be taken.

8. Costs of Testing.

Except for confirmatory retests requested by an employee, which shall be paid by the employee, the Employer will pay for all drug and alcohol testing requested by the employer. Testing requested as part of a rehabilitation program is not requested by the employer. Except for testing conducted as part of a counseling or rehabilitation program, the testing requested by the employer shall be done on work time.

9. Action after Test and Use of Test Result.

A laboratory will only disclose to the HRA test result data regarding the presence or absence of illegal drugs, alcohol or their metabolites in a sample tested, or if the sample was adulterated or substituted. Test result reports and other information acquired in the drug or alcohol testing process are private data on individuals, and may not be disclosed by the HRA or the laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee tested, except where state or federal law permits or requires such disclosure.

10. Rights of Employees

Employees shall have the right to grieve whether reasonable suspicion existed at the time the employee was required to undergo the test. Employees who wish to protest disciplinary action taken under this policy may follow the grievance procedure contained in the collective bargaining agreement for their bargaining unit. An arbitrator shall not be told the result of the test during an arbitration of such grievance. If the employee prevails on the grievance, no disciplinary action will be taken against the employee due to the positive test result.

11. Resident Caretakers

It shall not be a violation of this policy or HRA rules for an employee employed as resident caretakers to store alcoholic beverages or other lawful consumable substances in the employee's apartment or to carry alcoholic beverages or other lawful consumable substances on HRA property while on his/her way to his/her apartment. It also shall not be a violation of this policy or HRA rules for an employee employed as resident caretakers to consume alcoholic beverages or other lawful consumable substances in his/her apartment outside his/her regular scheduled work hours or paid stand by.

