

AGREEMENT

BETWEEN

**HOUSING AND REDEVELOPMENT AUTHORITY OF
VIRGINIA, MN**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

LOCAL UNION 7090-01

APRIL 1, 2022 – MARCH 31, 2025

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AGREEMENT

By and between the Housing and Redevelopment Authority of Virginia, Minnesota, hereinafter referred to as "Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of Local Union No. 7090, hereinafter referred to as "Union" having been duly certified by the Bureau of Mediation Services as collective bargaining representative for the employees of Unit I, entered into the first day of April, 2022.

PREAMBLE

The intent and purpose of the parties entering into this Agreement is to promote and improve economic relationships between members of the Union and Employer.

Additionally, it is the intent and purpose of the parties to promote and ensure harmonious relations, cooperation and understanding between the Employer and its Employees; to encourage economy of operations and protection of property; to establish (where possible) standard hours of work, rates of pay and working conditions. The Employer pledges considerate, courteous and fair treatment and the Employees directly and through their Union pledge the Employer loyal, honest and efficient service.

The Union recognizes that it shall be the sole responsibility of the Employer to manage, direct and supervise the working force.

ARTICLE I

UNION RECOGNITION AND DUES CHECK-OFF

- 1.01 The Employer agrees to recognize the Union as the sole collective bargaining agent for those Employees in Unit I defined by the Bureau of Mediation Services as all Employees of the Housing and Redevelopment Authority of Virginia, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding the supervisory, confidential and temporary employees as determined in the Director's Order dated November 10, 1982.
- 1.02 On the basis of individually signed voluntary check-off authorization cards, the Employer, for said Employee, shall deduct from the first pay day of each month, as Union dues, 1.45% of the total earnings plus an additional two cents (\$.02) per hour worked for the purposes of organizing/strike and defense fund, but not less than \$5.00, with a limit or cap of 2.8 times average hourly earnings. To properly determine the dues, you will have to make three calculations:
 1. Total earnings multiplied by 1.45%.
 2. Divide total earnings by the hours with which they are associated and multiply by 2.8.
 3. Deduct the 1.45% except where it exceeds 2- ½ hours, in which case you deduct the 2- ½ hours pay.

The initiation fee of the Union (\$10.00) and assessments when indicated to the Employer by the International Treasurer of the Union, shall be deducted by the Employer and remitted to the International Treasurer in the same manner as dues collection.

- 1.03 All Employees in this bargaining unit who are not members of the Union shall be required to contribute through payroll deduction to a maintenance of service fee per month as determined by the Union.
- 1.04 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the check-off provision of the Agreement or reliance upon any list, notice or assignment furnished under any such provision.

ARTICLE 2

PLEDGE AGAINST DISCRIMINATION AND COERCION

- 2.01 The provisions of the Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3

PROBATIONARY PERIOD

- 3.01 New hires shall be classified probationary for 90 calendar days from date of hire. The probationary period may be extended on a case by case basis not to exceed 6 months in total.
- 3.02 During the probationary period the Employer may discharge a probationary Employee without recourse by the Union except for provisions of Article 2.01.
- 3.03 Upon satisfactory completion of probation period, the Employee shall be credited with seniority dating from date of hire.
- 3.04 Probationary Employee shall be entitled to health and dental insurance benefits, personal days and holidays after 90 days of employment. All other fringe benefits shall begin after completion of 6 months of employment.

ARTICLE 4

HOURS OF WORK

- 4.01 The workweek shall run from Saturday through Friday. The normal workweek shall be five (5) consecutive days. Deviations from the above shall be by mutual agreement between the Employer and the Union. Employee's current schedule shall remain in place and only changed by mutual agreement between the Employer and the affected employee.
- 4.02 The normal workday shall consist of eight (8) hours excluding lunch breaks as mutually agreeable. Employee's current start and quitting times shall remain in place and only changed by mutual agreement between the Employer and the affected employee with the understanding that the needs of the Employer would constitute a priority and be changed without mutual agreement.

In order to accommodate certain clients' needs or emergencies, e.g., early or late appointments, broken waterline, frozen pipes, etc., variances to starting and quitting time may be arranged. In each case, prior approval must be obtained from the Executive Director. However, the Executive Director must be notified as soon as feasible in cases of emergency.

- 4.03 There shall be two fifteen (15) minute paid rest periods. The first shall be between the starting time and lunch period. The second shall be between lunch period and quitting time. Part-time employees working less than six hours shall only be entitled to one paid rest period per day.
- 4.04 In the case of emergency or sickness, the Employee shall telephone the Employer within the first hour of absence giving the reason for absence and probable length of absence. Failure to call within twenty-four (24) hours may result in disciplinary action.

ARTICLE 5

OVERTIME / PREMIUM PAY

- 5.01 All authorized work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the Employees regular hourly rate of pay with the exception of the resident caretaker's position as set forth in Appendix A.
- 5.02 There shall be no pyramiding of overtime.
- 5.03 All authorized work on a Contract Holiday by Employees shall be paid at the rate of two and one-half (2.5) times the Employees regular hourly rate of pay. Employees who work on a holiday will not receive holiday pay in addition to the 2.5 times rate of pay nor shall they receive a day off in lieu of the holiday.
- 5.04 An Employee asked to return to work after completion of the normal day's work schedule or asked to come out on her/his regularly scheduled day off shall be guaranteed a minimum payment of two (2) hours at time and one-half. An employee who did not work the full two (2) hours on call out that is recalled in the same day is not paid an additional 2-hour guarantee. An Employee asked to come out on a Contract Holiday shall be guaranteed a minimum payment of (2) hours at one and one-half (1.5) times in addition to receiving holiday pay at straight time.
- 5.05 Overtime shall be offered to Employees normally performing the work and shall be equally distributed as possible. Employees may refuse an overtime assignment when insufficient prior notice to assignment is given or when the amount of overtime is excessive or where the Employee has a good and sufficient reason for refusing the overtime request.
- 5.06 When an Employee reports for work in accordance with schedule, without having been previously notified not to report, he/she shall receive a minimum of four (4) hours work for (4) hours pay in lieu thereof.
- 5.07 An Employee requested to work in excess of two (2) hours overtime following an eight (8) hour workday, without at least one days advance notice, shall be paid a \$7.50 supper allowance. The employee must request this allowance on a form provided by the Employer in order to receive this allowance.

- 5.08 An Employee requested to be on-call after hours shall receive the following pay:
Overnight – Monday through Friday: 2 hours paid time.
Saturday, Sunday or Holiday (24-hour period): 4 hours paid time.
- 5.09 On-call holiday rotations will be determined by seniority. Holidays will be divided amongst the number of Maintenance Mechanics. The assignment of holidays will be determined by starting with most senior Maintenance Mechanic who will choose one holiday, then the next most senior Maintenance Mechanic will choose one holiday and so forth. If the division of holidays does not divide out evenly amongst the Maintenance Mechanics, those with the least amount of seniority will be required to take one more holiday in the rotation.

ARTICLE 6 LOCKOUT AND STRIKES

- 6.01 The Employer and the Union agree to observe all the terms of this Agreement.
- 6.02 It is agreed there shall be no strikes or lockouts, except in the case of refusal to honor an arbitrator's decision directly involving the parties to this Agreement. The Union shall at all times do everything in its power to further the good will and best interests of the Employer. No Employee shall be penalized for refusal to cross a legally sanctioned primary picket line.

ARTICLE 7 VACATIONS

- 7.01 Employees shall be eligible for the following vacations with pay based on their normal workweek. Wages in lieu of vacation shall not be allowed except during leaves of absence, termination per Article 22 or during layoff.

<u>Leave Schedule</u>	<u>Hours Per Pay Period</u>	<u>Hours Per Year</u>	<u>Weeks Per Year</u>
0-3 years	3.5	91	2.275
3-8 years	5	130	3.25
8-14 years	6.5	169	4.225
14 + years	8	208	5.2

- 7.02 Vacation is accrued at the end of each pay period. Employees begin accruing paid leave immediately; however, employees may utilize their paid leave after they have been employed with the HRA for 6 months.
- 7.03 Employees have the ability to carryover a maximum of 120 hours of vacation every fiscal year end. Leave accruals in excess of the stated hours shall be forfeited.
- 7.04 Vacation time earned shall be based upon an Employee's anniversary date of hire. Vacation shall be scheduled any time during a fiscal year upon Employer/Employee agreement. In the event multiple requests for the same vacation period occur, granting shall be by seniority of affected Employees.
- 7.05 In determining vacation schedules, the wishes of the Employee will be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that the rights

of the most senior Employees will prevail in the selection of vacation time when agreement cannot be reached among Employees.

- 7.06 The vacation period of an Employee shall not be split unless mutually agreed to between the Employee and Employer. Days absent due to emergencies or for reasons beyond the control of the Employee can be treated as vacation days upon proper notification to the Employer.
- 7.07 Upon termination, Employees with one (1) year or more of continuous service from date of hire, shall receive a vacation pay out based on the amount in his/her vacation leave bank at the point of termination provided the Employee gives a minimum of two weeks written notice of intention to leave to the Employer. Vacation time may not be used as notice time.
- 7.08 To qualify for sick leave benefits if absent prior to or immediately following a vacation, the Employee shall furnish satisfactory proof of such illness upon request of the Employer.

ARTICLE 8

SICK LEAVE

- 8.01 (a) An employee may utilize sick leave for absences necessitated by illness, disability, child-bearing or child-bearing related problems, necessary medical and dental care, possible exposure of other employees or the public to infectious or contagious disease. In accordance with MN Statute 181.9413, employees may use sick leave for absences due to illness or injury of an employee's child, adult child, spouse, sibling, parent, mother-in-law, grandchild, grandparent, significant other or stepparent.
- (b) An employee may use sick leave as allowed under this section for safety leave. Safety leave may be used for assistance to the employee or assistance to the relatives as described in 8.01(a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking. The employer will define sexual assault, domestic abuse and stalking as stated in MN Statute 181.9413.
- (c) For purposes of this section, "child" includes stepchild and a biological, adopted, and foster child. "Grandchild" includes step-grandchild, and a biological, adopted, and foster child. Significant other shall be defined as stated in section 11.01.
- (d) Permanent full-time employees shall accrue sick leave at the rate of one (1) day per month with a maximum accrual of (90) ninety days.
- (e) No paid sick leave shall be allowed until after 180 days of employment; however, paid sick leave will be accrued from the first day of employment in accordance with 8.01(d) and Appendix "B".
- (f) Part-time employees shall be granted sick leave per Appendix "B".
- (g) A doctor's certificate will be required for any period of sick leave of three (3) days or more.

- (h) Sick leave will not be allowed during a scheduled vacation.
- (i) Use of sick leave to take time off is not permitted and shall be just cause for dismissal.
- (j) Upon retirement employees may access their accumulated sick leave to either pay for medical premiums or have the value of their sick leave deposited in to their VEBA by management based on the following pro-rations using the employee's accumulated sick leave. (Eligible "Retirement Age" shall be the age specified in current policies at the time of retirement.)

11 to 15 years service 30% of accumulated sick leave
 15 to 20 years service 40% of accumulated sick leave
 20 to 30 years service 85% of accumulated sick leave
 Over 30 years service 100% of accumulated sick leave

- 8.02 Absence due to illnesses of a serious or contagious nature must have written approval from Employee's physician in order to return to work.

ARTICLE 9 HOLIDAYS

- 9.01 The following holidays or days celebrated as such shall be recognized and paid for at the regular straight time rate:

NEW YEAR'S DAY	COLUMBUS DAY
PRESIDENTS DAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING
INDEPENDENCE DAY	CHRISTMAS EVE DAY
LABOR DAY	CHRISTMAS DAY
VETERANS DAY	*TWO (2) PERSONAL DAYS (Starting April 1, 2023)

*Starting April 1, 2023, Employees with five (5) or more years of service shall be entitled to three (3) Personal Holidays. A Personal Holiday is defined as a day mutually agreed upon by the Employee and the Employer. Personal Days must be used during the contract year in which they were earned and no personal days will be allowed to carryover into the next contract year.
- 9.02 If a holiday falls on a Saturday, the holiday shall be observed on the proceeding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.
- 9.03 In order to qualify for holiday pay, the Employee must have completed 90 days of employment and worked the last scheduled day prior to and the first scheduled day after the holiday, unless the absence is due to illness or accident and the Employee furnishes satisfactory proof of such illness or accident upon request of the Employer.
- 9.04 Part-time Employees shall be granted holiday pay per Appendix B.

ARTICLE 10
LEAVE OF ABSENCE

- 10.01 Leave of absence with or without pay shall be subject to the approval of the Employer. Such approval shall not be granted automatically, but will be based on the judgment of the Employer who will give due consideration to the seniority and performance record of the Employee. Upon granting a leave of absence without pay for a period in excess of thirty (30) days, the Union shall be notified.
- 10.02 The Employer agrees to grant the necessary and reasonable time off without pay or loss of seniority to the Employee designated by the Union for union business. For periods of more than one (1) day the Union shall give one (1) week notice. For periods of one (1) day or less, the Union shall give one (1) day notice.
- 10.03 Leave of absence shall be granted an Employee ordered on and attending National Guard or Reserve duty yearly training. An Employee, upon call to active duty by Presidential Order for National Security, will be granted a leave and will be subject to the provisions of Article 10:04.
- 10.04 An Employee requesting a leave of absence in excess of thirty (30) days will have the option to continue his/her group insurance coverage at their own expense.
- 10.05 Employees who are disabled will have their benefits affected as follows:
- (a) An Employee enrolled on the group health insurance at the time of disability will be allowed to continue their group health insurance equal to the length of his/her employment not to exceed one (1) year. Employee will be responsible for their contractual obligation of the premiums.
 - (b) Will not be eligible for holiday pay, personal days, funeral leave and will not accrue vacation or sick leave.
 - (c) Resident Caretakers, who as part of his/her wage, receive an unfurnished apartment free of rent and utility payments will be able to continue to live in the apartment rent and utility free equal to the length of his/her employment not to exceed one (1) year.
 - (d) Employee will continue to accrue seniority for a maximum of two (2) years.

ARTICLE 11
FUNERAL LEAVE

- 11.01 Employees shall be granted up to five (5) consecutive and scheduled paid days funeral leave of absence in case of death in the immediate family or member of the household. For the purpose of this Article, the immediate family shall include:
- a. Employee's spouse, significant other, parents, children, brother, sister, grandparents, grandchildren.
 - b. Parents of the Employee's spouse.
 - c. Parents of the Employee's significant other*.

One of the five days must be the day of the funeral.

* Significant Other shall be defined as the Employee's sole spousal equivalent, living together in the same residence indefinitely and responsible for each other's welfare and has been identified and recorded within the employee's file.

- 11.02 If an Employee misses work on the day of a funeral for a brother-in law or sister-in-law, or step family member, the Employee shall receive up to three (3) days pay. One of the three days must be the day of the funeral.

ARTICLE 12 MATERNITY LEAVE

- 12.01 Any Employee who requests maternity leave shall do so by informing the Executive Director at least thirty (30) calendar days prior to the time the leave is to commence. The Employee may take leave without pay up to a period not to exceed six (6) calendar months. During such leave Employee may use sick leave days or vacation that Employee has accrued up to what the Employee's doctor would determine to be medically necessary.

ARTICLE 13 JURY DUTY

- 13.01 Any member who is called to jury duty shall be reimbursed the difference between the amount paid for such jury service and his/her straight time hourly rate for the regular scheduled hours of work during the time of such service.
- 13.02 When a member covered by this contract is called, he/she shall notify his/her Employer as much in advance as possible.
- 13.03 If the daily tour of jury duty should end at a reasonable time prior to the end of his/her workday, such Employee will be expected to report back for the remaining hours of their workday.

ARTICLE 14 HEALTH/WELFARE/PENSION BENEFITS

- 14.01 *Prior to January 1, 2023:* The Employer shall provide for the Employee's hospitalization, physicians, and surgical medical and dental benefits coverage of all permanent full-time Employees in the bargaining unit, with the stipulation that the Employee share cost of such insurance at a rate of 15%. The employee shall contribute 15% of the health insurance premium and the Employer will contribute 85% of the health insurance premium. The Employer shall contribute 100% of the health insurance plan deductible into an individual VEBA or HSA account in installments for each enrolled and eligible employee. Employees shall retain any unused funds deposited into their individual account at the end of each anniversary date of the plan. For plan specifics, consult with the Financial Manager.

Beginning January 1, 2023:

The Employer shall provide a high-deductible health insurance plan through the Public Employees Insurance Program (PEIP) effective January 1, 2023 to qualified permanent full-time employees in accordance with Appendix "B". The employee shall contribute 15% of the health insurance premium and the Employer will contribute 85% of the health insurance premium. The Employer shall contribute 100% of the health insurance plan out of pocket expenses at PEIP

Cost Level 2 into an individual VEBA or HSA account in installments for each enrolled employee. Employees shall retain any unused funds deposited into their individual account at the end of each anniversary date of the plan. The Employer shall provide dental benefits coverage for permanent full-time employees in accordance with Appendix "B". The employee shall contribute 15% of the dental insurance premium and the Employer will contribute 85% of the dental insurance premium. For plan specifics, consult with the Financial Manager.

The HRA will make available to employees, a Flexible Spending Plan beginning January 1, 2013.

Health Insurance for employees and or spouse over age 65:

- 1) Any employee or employee's spouse reaching age 65 and eligible for Medicare, must apply for both Medicare Part A and Part B. The Employer will provide the employee and/or their spouse a supplemental policy providing the employee and/or spouse coverage similar to current HRA coverage.
- 2) If the employee is 65, but the employee's spouse is not or vice versa, the HRA will provide two separate single policies. The party over 65 will be required to participate in Medicare (if eligible) as described in section #1 and the party under 65 will have the option to remain on the current HRA health insurance policy as a single enrollee at the same current percentage level. The HRA will pay 85% of the premium and the employee will pay 15% of the premium.
- 3) The HRA will pay 100% of the premium for the Medicare supplemental policy.
- 4) The Employer retains the right to require the employee, employee's spouse and dependents to remain on the current HRA health insurance plan if the costs to provide supplemental insurance, as described in this section, exceed the cost to remain on the current HRA health insurance plan.
- 5) If you and / or your spouse are 65 you must notify the HRA Director to make the proper arrangements.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over the alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

14.02 The Employer shall provide a personal life insurance policy in the amount of \$75,000 for employees working a minimum of 30 hours per week. This personal life insurance benefit will be reduced as follows:

- At age 65, benefits will be reduced by 35% of the original amount;
- At age 70, benefits will be reduced by an additional 25% of the original amount;
- At age 75, benefits will be reduced by an additional 15% of the original amount.

14.03 Part-time Employees shall be granted insurance coverage per Appendix B.

14.04 The present pension plan shall remain in effect throughout this Agreement. Employees will be given a copy of said plan. Employer shall contribute 10% of the qualified Employee's pretax wages to the plan per Appendix "B".

14.05 Part-time Employees shall be placed in the pension plan as per Appendix B.

Effective September 1, 1998, the Employer shall provide a long-term disability plan for its employees. If a bargaining unit Employee is off work due to an illness or accident, verified by the Employee's doctor, starting on the 91st day the Employee shall receive 66- 2/3% of their monthly salary which will continue until age sixty-five (65) or until the Employee is eligible for Social Security Disability. Workers Compensation covered disabilities shall not be applicable to this Section 14.06.

14.06 Effective 4/1/06 or as soon thereafter as can be arranged, the Authority shall establish a 457 Deferred Compensation Plan. The HRA will match on a 1 for 3 basis an amount not to exceed 1/2% (.5%) of the Employee's pretax base salary. Employees will be allowed to contribute as much as they wish to a maximum allowed by Federal Law. Example: For each \$3.00 contributed by the Employee, the Employer shall contribute \$1.00 up to an amount equal to .5% (1/2 percent) of the employee's pretax base wage.

ARTICLE 15 SENIORITY

15.01 Seniority for Employees covered by this Agreement shall be defined as length of continuous service with the Employer commencing with the latest date of hire, but shall include authorized leaves of absence and periods of layoffs or illness up to two (2) years or their length of continuous service, whichever is less. Full-time employees (those working forty (40) hours or more per week) shall have seniority over part-time employees. The seniority listing per Article 15.03 shall have a separate listing for part-time employees.

15.02 An Employee entering the military service of the Government of the United States by Conscription or when a state of war exists shall retain all seniority at time of entry and continue accruing seniority credit.

15.03 A seniority list shall be posted at the building locations showing the Employee's names and latest date of hire. Seniority updating shall be maintained at the main office and such seniority list shall be posted annually prior to February 1. Once the seniority list is posted, employees shall have thirty (30) calendar days to contest any errors. Once the thirty (30) days have passed, and any errors corrected, the seniority list shall be considered official and if any future complaints, the Employer need only go back to the last posting to settle any questions of seniority.

15.04 An Employee shall lose all seniority for the following reasons:

1. Voluntary resignation.
2. Discharge for proper cause.

3. Absence for two (2) consecutive working days without notifying the supervisor – the Employee shall be considered to have voluntary quit (unless the giving of such notice is impractical).

ARTICLE 16 PROMOTIONS

- 16.01 If the Employer, in its sole discretion, determines that a vacancy exists or a new position within the Bargaining Unit is created, the Employer shall post notice of such on the Employer designated bulletin board for five (5) working days. The Employer shall also make reasonable effort to post or circulate notice of the vacancy in the department in which the vacancy exists. Reasonable job qualifications and competencies shall be made by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. If an applicant considers the Employer to have made the determination of whether he/she meets the qualifications in an unjust manner, such applicant may file a grievance under the procedures established in this contract. Qualifications and competencies for vacant positions will be no different than for all other employees in that classification and department and applied consistently across the department.

Employees applying for the position who meet the mandatory qualifications set by the Employer shall be considered based upon the following factors:

1. Qualifications
2. Ability to perform the essential functions of the position.
3. Seniority

Only when factors 1 and 2 are relatively equal, shall factor 3 be the determining factor.

An employee awarded the position shall be on trial for a period of one hundred eighty (180) days. An Employee failing to qualify shall be restored to his/her same or similar position without loss of seniority and at his/her former rate of pay.

A copy of each vacancy posting in this bargaining unit shall be submitted to the Local Unit Chairperson.

Employees promoted shall receive the higher rate of pay as of the date of promotion.

ARTICLE 17 GRIEVANCE AND ARBITRATION

- 17.01 Should any dispute arise as to the adherence to or the interpretation of the terms and provision of this Agreement, the Employee concerned may take the matter up directly with his/her immediate supervisor. If the matter is not satisfactorily settled and the Employee wishes to press the grievance further, he/she will then present the matter in writing, within ten (10) calendar days, excluding weekends and holidays, to the Union grievance person who shall then meet with the Executive Director to discuss said grievance. (Employees involved may be present if he/she desires.) The Executive Director will give a written answer to the grievance within five (5) calendar days from meeting. If the grievance is not settled in the Executive Director's written

answer and the grievant wishes to appeal further, he/she shall within fifteen (15) calendar days, excluding weekend and holidays, of the Executive Director's written answer, appeal in writing through the International Union Representative to the Employer Personnel Committee. The Personnel committee and the International Union Representative shall meet to hear the grievance within fifteen (15) calendar days, excluding weekends and holidays, of receipt of appeal. The Employer shall issue a decision within seven (7) calendar days of the hearing. If the grievance is not resolved by the Personnel Committee's decision, the Union may appeal the grievance to arbitration as per 17:02.

- 17.02 Any matters referred to arbitration, having been processed through 17:01 shall, within fourteen (14) calendar days, be appealed to mediation and/or arbitration in accordance with the following:

The Employer and Union shall attempt to agree upon an arbitrator within such seven (7) calendar days, either party may request the Bureau of Mediation Services to submit a five (5) person panel of arbitrators. Each party will strike a name alternately until one name is left. The remaining person shall be notified of his/her selection by joint letter from the Employer and the Union requesting that he/she set a time and a place, subject to the availability of the parties. The order of striking will be decided by a coin toss. Both parties hereto agree that an arbitrator's authority, although binding to both parties, is limited to the actual grievance and has no power to mend, modify, nullify, ignore, add to or subtract from the provisions of the existing agreement.

- 17.03 The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.
- 17.04 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits listed above may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 18

DISCIPLINE

18.01 Verbal Warning:

Verbal warnings shall be considered a disciplinary action only when an Employee receives several warnings for any minor offense within a calendar year. Any verbal warning placed in an Employee file must be labeled verbal warning.

18.02 Written Warning:

If the Employer feels an action, or lack of action or violation by an Employee justifies a written reprimand, such warning shall be placed in the Employee's file with a copy to the Employee and Union representative.

18.03 Suspension:

An Employee may be temporarily suspended, without pay, for just cause. The Employee will be notified of the reasons for his/her suspension in writing at the time of suspension with a copy to the Union representative. If an Employee feels the suspension was without just cause, he/she shall have a right of appeal through normal grievance procedure, provided such appeal is filed in writing within five (5) calendar days of the date of suspension. If it is then determined the suspension was unjustified, the Employee shall be reinstated without loss of pay for the suspension.

18.04 Discharge:

The Employer shall not discharge any permanent Employee without just cause. Any such affected Employee will be notified of such action in writing stating the reasons for discharge with a copy to the Union representative. Such action is subject to the normal grievance procedure provided the grievance is filed within five (5) calendar days of such action. If a hearing is requested, the Employee will have his/her salary suspended while investigation and actual hearing takes place but his/her name will not be removed from the Employer's list until an outcome is reached. If the Employee is not reinstated, his/her name will then be removed from Employee status and termed separated for just cause.

18.05 There may be offenses considered more serious such as, but not limited to, theft, fighting on the job, use of alcohol or drugs on the job, etc., in which the Employer may bypass any progressive discipline and issue more severe discipline including discharge.

18.06 Removal of Disciplines:

A verbal discipline shall be removed from the employee's personnel file after 6 months unless the employee has continued performance issues during the 6-month time frame.

**ARTICLE 19
EMPLOYEE DEFINITIONS**

19.01 Full time is an Employee normally scheduled to work forty (40) hours during a workweek.

19.02 A part time employee is an employee normally scheduled to work less than forty (40) hours during a workweek.

19.03 A casual employee is an employee who is not regularly scheduled for work and who works on an as needed basis. No casual employee shall be allowed to work so long as any regular full time or part time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours.

19.04 The Employer shall notify the Union if a part-time Employee's hours have increased or decreased on a permanent basis or if their scheduled work days are changed.

19.05 A Temporary employee is an employee normally hired for temporary duty for periods not exceeding three (3) months in a calendar year.

- 19.06 Temporary Employees shall be solely utilized for replacement of regular Employees on vacation, out ill or on leave of absence. If the vacancy that the temporary Employee is filling exceeds three (3) months said Employee shall then fall under the terms of this agreement with the understanding that when the regular Employee returns the temporary Employee will relinquish such position.

ARTICLE 20 LAYOFFS

- 20.01 If a reduction in the staff is necessary for either economic reasons, technological displacements, or job deletions, the Employer shall notify the Union Staff Representative and Unit chair and inform the reasons necessitating the proposed reductions in personnel or any reduction of working hours, also designating the job classifications to be affected and the number of Employees to be laid off, after which the following procedure shall be observed.
- 20.02 The Employee with the least amount of seniority in the specified job classification will be the first laid off from that job, but he/she may replace an Employee in a lower job classification with less seniority, provided that he/she has the qualifications to satisfactorily perform the job. An Employee who is displaced from his/her job as a result of such bump back procedure may move and replace an Employee having the least seniority in the same classification or an Employee in a lower classification, providing the Employee has the necessary qualifications and seniority. An Employee refusing a lower rated job shall be placed on the layoff list. An Employee refusing a job in the same classification and rate of pay shall be considered to have quit voluntarily and shall lose his/her seniority.
- 20.03 An Employee using seniority to bump-back to other classifications at either the same or lower classification shall be given ninety (90) days to qualify in the new classification. Failure to so qualify shall result in layoff and placement on the recall list. However, the Union reserves the right to challenge the determination that disqualifies an Employee and such disagreement challenge shall be treated as a grievance subject to provision of Article 17.
- 20.04 An Employee so affected who is transferred to a lower rated job shall receive his/her present rate of pay or the maximum of the job classification, whichever is lower.
- 20.05 Notice of such layoffs shall be given two (2) weeks prior to scheduled layoff. The Employee may elect to take two (2) weeks pay in lieu of notice.
- 20.06 Layoffs under this Article shall not be used as a substitute for discharge.
- 20.07 Any Employee laid off shall be placed on the "recall list" for a period equal to their length of continuous service, up to five (5) years. It shall be the employee's responsibility to notify the HRA of any changes in address.
- 20.08 As opportunities for reemployment occur, the Employer shall hire the Employee with the greatest amount of seniority on the "recall list", providing the Employee has the qualifications for the job for which he/she is rehired.

- 20.09 The Employer shall not hire new Employees while capable and qualified Employees remain available on the recall list.
- 20.10 Notice of reemployment shall be sent by Certified Mail (return receipt requested) to the last known address of the Employee. It is the Employee's responsibility to provide Employer with a correct current address.
- 20.11 The Employer shall have fifteen (15) working days from receipt of notice to report for employment.
- 20.12 Failure to report for work within fifteen (15) working days shall result in complete loss of seniority and removal from the recall list.
- 20.13 A full-time Employee who is laid off during the term of this Agreement and is subsequently notified of employment on a part-time basis may refuse the position and remain on the recall list if the hours are substantially less than originally worked. If the part-time position develops into full-time, the Employee on the recall list shall be notified of the opportunity for reemployment on a full-time basis. Subsequent Employees hired on the part-time basis will be laid off and placed on the recall list subject to 20.08.
- 20.14 An Employee on the recall list who has been rehired shall be credited for sick leave and other related benefits accrued prior to layoff.

ARTICLE 21

UNION GRIEVANCE PERSON

- 21.01 The Union shall select grievance persons and such persons will be recognized by the Employer as the proper authority to take up any grievance that may arise and all matters pertaining to conditions of employment.
- 21.02 A grievance person shall be afforded time off without loss of pay to meet with the Employer on grievances prior to the written step.

ARTICLE 22

TERMINATION OF EMPLOYMENT

- 22.01 The Employer shall notify the Union before discharging an Employee except in the case of the discharge of a probationary Employee, or in cases where it is not reasonably practicable to do so. In all cases the Employer will advise the Union in writing stating the reason for the discharge. Any claim by the Union that the discharge of an Employee, except a probationary or temporary Employee, is contrary to the express and specific provisions of the Agreement shall be subject to the grievance procedure and arbitration in accordance with provisions of Article 17 of this Agreement entitled Grievance and Arbitration.

ARTICLE 23
TRAVEL REGULATIONS

- 23.01 Authorized travel, upon approval by the Employee's supervisor will be reimbursed by the Employer. The Employer shall directly purchase air, rail, or bus tickets for an Employee when this mode of travel is authorized by the Employer.
- 23.02 The Employer shall reimburse the Employee for lodging when necessitated by business reasons.
- 23.03 Automobile travel shall be reimbursed to the Employee at the Federal rate of reimbursement per mile for all miles traveled on HRA business requiring the use of a personal auto.
- 23.04 Reimbursement shall not be provided for cost of transportation between the Employee's residence and his/her usual place of employment.

ARTICLE 24
GENERAL ARTICLES

- 24.01 It is the Employer's responsibility to furnish Employees with all necessary tools to perform their duties.
- 24.02 The Employer shall provide a bulletin board at all location sites for the posting of Union related notices.
- 24.03 An Employee shall have access to his/her personnel file upon request of same to the Employer. No Employee shall be privy to the personnel files of employees other than his/her own and inspection shall be done only in the presence of an Employer representative.
- 24.04 The Employer shall provide a copy of any board meeting agenda and/or minutes upon request from an Employee.
- 24.05 Upon request of the Employee the Employer will offer and pay for the cost of Hepatitis B shot for those employees working in environments where such shots would protect the employees. Employees electing not to have the shot shall be required to sign a waiver.
- 24.06 The Employer agrees they shall meet and confer prior to subcontracting any work in any job classification covered by this labor Agreement.
- 24.07 The Employer shall place an updated and accurate job description for each job classification at each work site/location.
- 24.08 Maintenance/Assistant Maintenance job classifications shall receive an annual allowance of three hundred dollars (\$300.00) to be used for clothing, footwear, and safety glasses necessary to perform their jobs. The member must submit a receipt for reimbursement.

ARTICLE 25

SAFETY AND HEALTH

- 25.01 The Virginia HRA participates on the City of Virginia Safety Committee. This committee meets one time per month. The bargaining unit will be given the opportunity to represent the HRA employees on the safety committee. If there are no volunteers, HRA management will appoint an HRA employee. If an Employee believes he/she is asked to do a job that he/she feels is unsafe, beyond the normal hazards of the job, the Employee may refuse to perform the job and the alleged unsafe condition shall be immediately investigated by management and the safety committee representative. The safety committee representative and management representative shall determine whether or not the alleged unsafe condition exists and if they agree there is an unsafe condition such condition shall be corrected before assigning anyone to the job. If the committee representative and management representative cannot resolve the issue as to the alleged unsafe condition, the job in which the alleged unsafe condition exists will not be performed and a mutually agreeable neutral party shall be asked to resolve the dispute.

ARTICLE 26

MANAGEMENT RIGHTS

- 26.01 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the HRA in all of its various aspects; including but not limited to the right to select and hire all personnel; to direct the working forces; to plan, direct and control all the operations and services of the Authority; to determine the methods, means, organization and number of personnel by which such operation 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 promote, suspend, discipline, or discharge employees for just cause; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; and to perform any inherent managerial functions not specifically limited by this Agreement.

ARTICLE 27

SAVINGS CLAUSE

- 27.01 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 28
WAGE COMPENSATION
Hourly Rates of Pay

POSITION
Custodian - Part Time

DATE	START	2080 hrs	4160 hrs	6240 hrs	8320 hrs
4/1/2022	13.42	14.53	15.67	16.77	17.86
4/1/2023	13.82	14.97	16.14	17.28	18.39
4/1/2024	14.24	15.42	16.63	17.79	18.95

Resident Caretaker I

4/1/2022	17.59	18.63	19.65	20.63	21.29
4/1/2023	18.12	19.19	20.24	21.25	21.93
4/1/2024	18.66	19.76	20.84	21.88	22.59

Receptionist

4/1/2022	15.87	16.79	17.69	18.79	19.13
4/1/2023	16.35	17.29	18.22	19.35	19.70
4/1/2024	16.84	17.81	18.76	19.93	20.30

Administrative Assistant

4/1/2022	17.57	18.60	19.62	20.60	21.27
4/1/2023	18.10	19.15	20.21	21.22	21.91
4/1/2024	18.64	19.73	20.81	21.85	22.56

Administrative Housing Manager

4/1/2022	20.06	21.57	22.64	23.70	24.44
4/1/2023	20.66	22.21	23.32	24.41	25.18
4/1/2024	21.28	22.88	24.02	25.14	25.93

Computer Lab Tech

4/1/2022	13.62	14.72	15.83	16.90	18.02
4/1/2023	14.03	15.17	16.30	17.40	18.56
4/1/2024	14.45	15.62	16.79	17.93	19.11

FSS Coordinator

4/1/2022	22.95	24.16	25.38	26.62	27.34
4/1/2023	23.63	24.89	26.14	27.41	28.16
4/1/2024	24.34	25.64	26.93	28.24	29.01

ROSS Coordinator

4/1/2022	22.95	24.16	25.38	26.62	27.34
4/1/2023	23.63	24.89	26.14	27.41	28.16
4/1/2024	24.34	25.64	26.93	28.24	29.01

Occupancy Tech II

4/1/2022	22.95	24.16	25.38	26.62	27.34
4/1/2023	23.63	24.89	26.14	27.41	28.16
4/1/2024	24.34	25.64	26.93	28.24	29.01

HQS Inspector

4/1/2022	22.95	24.16	25.38	26.62	27.34
4/1/2023	23.63	24.89	26.14	27.41	28.16
4/1/2024	24.34	25.64	26.93	28.24	29.01

Maintenance Mechanic

4/1/2022	21.63	22.89	24.16	25.44	26.19
4/1/2023	22.28	23.58	24.89	26.20	26.98
4/1/2024	22.95	24.29	25.64	26.99	27.79

Maintenance Assistant

4/1/2022	17.59	18.63	19.65	20.63	21.29
4/1/2023	18.12	19.19	20.24	21.25	21.93
4/1/2024	18.66	19.76	20.84	21.88	22.59

- * Year 1: 4/1/22 - Fifteen percent (15%) across the board increase.
 Year 2: 4/1/23 - Three percent (3%) across the board increase
 Year 3: 4/1/24 - Three percent (3%) across the board increase

- ** Resident Caretaker, as a part of his/her wage, has an unfurnished apartment included free of rent and utility payments, although the value of the rent and utility payments is deducted off of the maximum rate of pay at the Fair Market Rental Rates.

28.01 Longevity Payment

An employee that has completed 10,400 hours worked will receive a one-time lump sum payment of 1.8% of their annual base wage.

28.02 Pay Day

Wages shall be paid every other Friday. A written record of all deductions shall accompany the check. Any check errors shall be reported to payroll and adjusted by or on the next check.

28.03 New Classifications

When the need for a new classification of work is reported or an existing classification require changes, management will report the need for a change in or addition of work classification, together with a new job description and recommended classification to the designated Union Committee for their review. Either party may request a discussion of the matter if considerable differences exist.

- 28.04 In accordance with Section 28.05, Maintenance Mechanics will be required to attend training paid by the Employer to obtain his/her 2nd Class C Boiler's License. Once a Maintenance Mechanic receives his/her 2nd Class C Boiler's License, s/he will receive a stipend of \$150 per month as long as the employee remains in that job class and retains the license in good standing. The Employer will pay for the cost of initial and renewal license testing.

- 28.05 The Maintenance Mechanic job description shall include the requirement to hold or obtain a Special Engineer Boiler License within 6-months of hire and a 2nd Class C Boiler's License within 24 months of hire. All necessary training and license testing costs will be paid by the Employer. Any Maintenance Mechanic who is currently employed on April 1, 2022 and is not

able to pass either of the boiler license tests after multiple attempts will not lose her/his employment as a result.

- 28.06 Employer has the right to place new hires at any step on the wage chart based on qualifications and experience as determined by Employer.


ARTICLE 29 TERM OF AGREEMENT

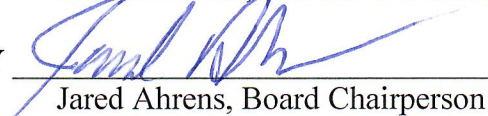
- 29.01 This Agreement shall be in full force and effect and binding upon the signators thereto and their principals from April 1, 2022 through March 31, 2025 and shall continue in full force and effect from year to year thereafter unless notice of desire to change, modify, or terminate is given by either party to the other party ninety (90) days prior to the anniversary date.

Dated this 31st day of May 2022.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and duly be executed by their duly authorized representative.

**HOUSING AND REDEVELOPMENT
AUTHORITY OF VIRGINIA, MN**

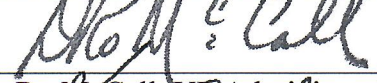
BY 
Dana Hiltunen, Executive Director

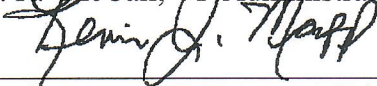
BY 
Jared Ahrens, Board Chairperson

**UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC**

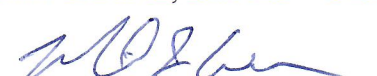
BY 
Thomas Conway, President

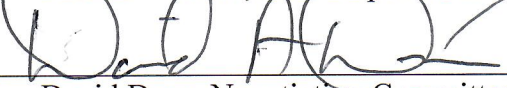
BY 
John E. Shinn, Secretary-Treasurer

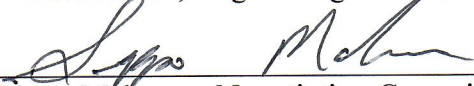
BY 
D. R. McCall, VP Administration

BY 
Kevin Mapp, VP Human Affairs

BY 
Emil Ramirez, Director—District 11

BY 
Michael Woods, Staff Representative

BY 
David Dean, Negotiating Committee

BY 
Seppo Mahonen, Negotiating Committee

APPENDIX "B"

The following benefits will apply to part-time employees on a pro-rated basis:

Fourteen (14) but less than twenty (20) hours per week"

Holiday Pay

Twenty (20) but less than thirty (30) hours per week:

Holiday Pay

Personal Day Pay

Vacation Pay

Sick Leave Pay

Funeral Leave Pay

Thirty (30) but less than forty (40) hours per week:

Pro-rated Benefits:

Holiday Pay

Personal Day Pay

Vacation Pay

Sick Leave Pay

Funeral Leave Pay

Full Benefits (Not Pro-rated):

Health Insurance

85% of the premium cost is paid by Employer

15% of the premium cost is paid by Employee

Dental Insurance

85% of the premium cost is paid by Employer

15% of the premium cost is paid by Employee

Pension

Long-term Disability Insurance

100% of the premium cost is paid by Employer

Life insurance policy as described in section 14.02

**LETTER OF UNDERSTANDING
BETWEEN
UNITED STEELWORKERS
AND
VIRGINIA HOUSING AND REDEVELOPMENT AUTHORITY**

SUBJECT: JOB TITLES WITH NO INCUMBENTS

During the 2014 negotiations both parties agreed to remove the job titles and language regarding HQS Inspector/Maintenance Mechanic listed in Article 28, Wage Compensation that had no incumbents and memorialize them into a LoU for future vacancies postings. It is further understood that the job titles listed below recognized as being Union positions and job duties.

**Resident Caretaker II
Occupancy Tech 1/FSS Specialist**

**FIC Service Coordinator
HQS Inspector / Maintenance Mechanic**

****The HQS Inspector/Maintenance position shall be posted amongst the Maintenance Mechanic seniority unit employees with the most senior employee who bids for the position being given the position. The HQS Inspector/Maintenance position and the Maintenance Mechanic position shall be in the same seniority unit for layoff purposes.**

LETTER OF UNDERSTANDING

Between

Housing & Redevelopment Authority of Virginia, MN

and

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial
and Service Workers International Union Local Union 7090-01

WHEREAS, the Housing and Redevelopment Authority of Virginia, MN (hereinafter referred to as "HRA") and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local Union 7090-01 (hereinafter referred to as "Union") agreed during the 2022 collective bargaining negotiations that it is necessary for the HRA to be able to place new hires on the wage scale commensurate with the applicant's qualifications and experience. Both parties approved language that was included in the collective bargaining agreement allowing for this;

WHEREAS, the Union and HRA also discussed the need to evaluate the qualifications and experience of current union employees and adjust their placement on the wage scale, if deemed merited by the HRA;

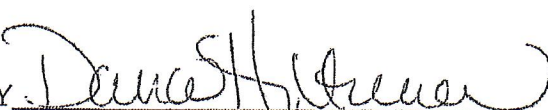
NOW THEREFORE the Parties agree to the following:

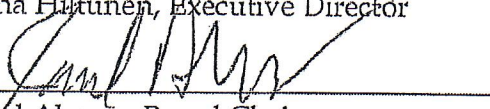
1. Union employees who are not on the highest step of the wage scale as of the date of this LoU may submit a request to have the HRA evaluate the employee's qualifications and experience at the time of hire and determine if the HRA would have placed the employee, as a new hire, on the wage scale at a different step than where they started. The following is a list of union employees who are eligible to submit a request as indicated:

Baty, Eric	Gjerdahl, Tony
Block, Anthony	Goebel, Vicky
Bristol, Milo	Jarvinen, Cindy
Bristol, Sarah	Larson, Michelle
Dean, David	Lind, Janet
2. The HRA will develop a request form and process to evaluate the employee's qualifications and experience directly related to the position at the time of hire. The form will be available to employees by June 3, 2022.
3. The employee shall have until June 10, 2022, to submit the request on the HRA form.
4. If it is determined by the HRA that the employee would have been placed at a higher wage step at the time of hire, the HRA will determine the step the employee should have been placed at when hired and give credit for the amount of hours worked since hire date to advance the employee on the wage chart appropriately.
5. The HRA will evaluate all requests by June 30, 2022. If there are any resulting pay increases, they will occur with payroll beginning July 2, 2022. Backpay to the hire date will not be granted.

Dated this 31st of May 2022.

HOUSING & REDEVELOPMENT
AUTHORITY OF VIRGINIA, MN

BY 
Dana Hiltunen, Executive Director

BY 
Jared Ahrens, Board Chairperson

UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO, CLC

BY 
Michael Woods, Staff Representative