MINNEAPOLIS PUBLIC HOUSING AUTHORITY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 70, AFL-CIO

LABOR AGREEMENT

OPERATING MAINTENANCE ENGINEERS UNIT

For the Period:
August 15, 2017 through August 14, 2020
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Appendix “A” Medical Plan and HRA / VEBA Contribution Rates

MPHA and IUOE Local 70
LABOR AGREEMENT

between

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
Local Union No. 70, AFL-CIO

PREAMBLE

THIS AGREEMENT has been made by and between the Minneapolis Public Housing Authority, Minneapolis, Minnesota, hereinafter referred to as the Employer and Local Union No. 70 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this Agreement to set forth the wages, hours and other terms and conditions of employment for certain employees of the Employer as agreed to in collective bargaining between the Employer and the Union and to thereby promote the delivery of public service of the highest quality.

The Parties have agreed as follows:

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1.01 - Recognition

Subd. 1. Employees Included

The Employer recognizes the Union as the exclusive representative under Minnesota Statutes §179A.03, Subd. 14 of all its employees who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year in the job classifications of Chief Operating Maintenance Engineer Foreman, Operating Maintenance Engineer Foreman, Operating Maintenance Engineer, and Preventive Maintenance Technician.
Subd. 2. Employees Excluded

Excluded from the bargaining unit are all supervisors within the meaning of Minnesota Statutes §179A.03, Subd. 17, including the (supervisory) Chief Engineer, temporary employees, and all other employees.

Section 1.02 - Union Dues and Fair Share Fees

Subd. 1. Union Dues

Upon receipt of a properly executed written authorization from any employee covered by this Agreement who is a member of the Union, the Employer shall deduct from such employee's wages an amount each month equal to the Union's regular monthly dues for membership and, in the case of newly hired employees, one initiation or reinstatement fee, as determined appropriate by the Union.

Subd. 2. Fair Share Fees

In accordance with Minnesota Statutes §179A.06, Subd. 3, the Employer agrees that upon notification by the Union it shall deduct a fair share fee from all certified employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. The Union shall certify to the Employer, in writing, the current amount of the Fair Share Fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

Subd. 3. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits, orders or judgments which may arise out of any action taken by the Employer pursuant to the provisions of this Article.

Section 1.03 - Union Stewards

The Union may appoint a Union Steward from among the members of the bargaining unit to perform such duties as may be delegated by the Union. The Union shall notify the Employer, in writing, of the name of the employee who has been appointed as Union Steward.

Section 1.04 - Union Representation

All bargaining unit employees have the right to Union representation during any conference with the Employer in which they have reasonable cause to believe that disciplinary action may be imposed upon them. Such representation may be provided by the Union Steward or the staff representatives of the Union such as the Union's Business Manager or its Business Representative.
Section 1.05 - Union Activities

Employees covered by this Agreement shall not during working hours engage in any solicitation or other Union activities which interfere with the performance of their duties.

Section 1.06 - Exclusive Representation

The Employer shall not enter into any agreements with the employees covered by this Agreement, either individually or collectively, or with any other employee organization which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances, and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.01 - Inherent Managerial Rights

The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

Section 2.02 - Management's Responsibilities

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

Section 2.03 - Rules and Regulations

All employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, provided that such rules, regulations, directives and orders do not conflict with the express provisions of this Agreement. The Employer reserves the right to modify such rules, regulations, directives and orders from time-to-time provided the Union and its members are advised of such changes in advance.

Section 2.04 - Effect of Agreement

The provisions of this Article shall not be construed as a limitation on the clear and express provisions of the remaining terms and provisions of this Agreement or limit the statutory rights of the Union to meet and negotiate with the Employer over the effects of matters of inherent
managerial policy on members of the bargaining unit and to present grievances respecting the terms and conditions of employment.

ARTICLE 3
RESOLUTION OF DISPUTES

Section 3.01 - Grievance Defined

This grievance procedure is established to resolve any specific dispute between the employee and the Employer concerning, and limited to, the interpretation or application of the express provisions of this Agreement, including the past practices of the Parties which an arbitrator may determine are binding on the Parties.

Section 3.02 - Grievance Procedure

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

Subd. 1. Step 1 - Informal

An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall discuss the grievance with his/her immediate supervisor who shall attempt to resolve the grievance.

Subd. 2. Step 2 - Formal

If the grievance is not satisfactorily resolved in Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the employee's division head or designated representative within ten (10) working days after the event which gave rise to the grievance. The grievance shall be initiated by means of a written grievance signed by the employee and a Union representative. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The employee's division head or designated representative shall discuss the grievance with the Union within ten (10) working days after the date presented at a time mutually agreeable to the Parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the employee's division head or designated representative, the employee and a Union representative. If no settlement is reached, the employee's division head or designated representative shall provide a written answer to the employee and the Union within ten (10) working days following their meeting.

Subd. 3. Step 3 - Executive Director

If the grievance is not resolved in Step 2, the Union's representative, if he/she elects to proceed with the grievance shall within ten (10) working days of the date of the division head's written response in Step 2, serve notification on the Employer's Executive Director or designee. Such notification shall include a concise statement indicating the intention of the Union to proceed with the grievance, an outline of the notice of the grievance, the facts on which it is based, the
provision(s) of the contract in dispute, and the relief requested. The Executive Director or designee shall meet with the Union's representative at a mutually agreeable time and date. The Executive Director or designee shall provide the Employer's written response within ten (10) working days of such meeting.

Subd. 4. Step 4 - Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) working days after the date of the Employer's written answer in Step 3, by filing a written notice to that effect with the Employer. Thereafter, either Party, or both Parties jointly, may request a list of nine (9) qualified arbitrators from the Commissioner, Bureau of Mediation Services, State of Minnesota. From such list, the Parties shall select the neutral arbitrator to hear and decide the case by alternately striking names from the list until one name remains. Unless the Parties agree otherwise, the Party who strikes the first name shall be determined by the flip of a coin. The Arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Union representatives. The Arbitrator shall notify the Union and the Employer of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the Parties whichever is later, unless the Parties agree to an extension thereof. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and Union, provided that each Party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either Party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both Parties desire a verbatim record of the proceedings, the cost shall be shared equally. The Arbitrator's award shall be final and binding upon the Parties subject to the limitations as set forth in Section 3.03 (Arbitrator Authority) of this Article.

Section 3.03 - Arbitrator Authority

The Arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the Union, and shall have no authority to make a decision on any other issue(s) not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the application of laws, or the rules or regulations of the Employer except as provided for in this Agreement. The decision shall be based solely upon the Arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented.

Section 3.04 - Waiver

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

**Section 3.05 - Applicability**

The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement.

**ARTICLE 4**

**NO STRIKE - NO LOCKOUT**

**Section 4.01 - No Strikes**

In accordance with the provisions of *Minnesota Statutes* §179A.18, the Union, its officers or agents, and the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of their reason for so doing during the term of this Agreement.

**Section 4.02 - No Lockouts**

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

**Section 4.03 - Discipline**

Any employee who violates any provisions of this Article may be subject to appropriate disciplinary action.

**ARTICLE 5**

**HOURS OF WORK AND OVERTIME**

**Section 5.01 - Hours of Work**

**Subd. 1. Work Schedules**

Work schedules for all bargaining unit employees shall be established and posted by the Employer. The Employer shall provide at least two (2) calendar weeks' advance notification to involved employees in the event permanent changes to the work schedule (including permanent changes to an already posted work schedule) are established by the Employer and/or in the event the Employer establishes a permanent second or a third work shift. For purposes of this subdivision, the term *permanent* shall mean any schedule, shift or change which is intended to be effective for longer than thirty (30) calendar days. The Employer shall not change an employee's normal work schedule for the sole purpose of avoiding overtime payments.
Subd. 2. Consecutive Days Off

Work schedules shall be arranged by the Employer to provide consecutive days off for all bargaining unit employees.

Subd. 3. Normal Work Hours

The normally established, but not guaranteed, hours of employment for day shift employees covered by this Agreement shall be 8:00 a.m. to 4:30 p.m.

Subd. 4. Notification of Absences Required

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

Section 5.02 - Overtime Work and Equalization

Employees may be required to work a reasonable amount of overtime on a regularly scheduled and/or intermittent basis. The Employer shall make a reasonable effort to assign available overtime work among bargaining unit employees in an equitable manner. The provisions of this Section do not apply to employees who are “on-call” for after hours duty in accordance with the provisions of this Agreement at Section 5.03 (On-Call After Hours Duty) below.

Subd. 1. Accounting

Most of the unit's overtime work is on an on-call, emergency basis. Therefore, it is necessary for the Employer to make contact with an employee during off-duty hours when available overtime work is assigned. If an employee is not available for overtime work because, for example, the employee a) does not answer the telephone when called or b) has asked not to be contacted for evening/weekend work assignments, the employee will be "charged" with the number of overtime hours actually paid to the employee who worked the available overtime as if the employee had accepted the overtime work assignment.
Subd. 2. Contact Procedures

Where employees use telephone answering machines or similar devices or services on their home telephone lines or use their Employer-issued electronic paging devices during off-duty hours, it will be the Employer’s normal procedure to leave a short message on a responding telephone answering machine or enter his telephone number on a responding digital pager. In both instances, employees will be regarded as unavailable for the overtime work assignment (and therefore “charged” as in Subd. 1, above) unless the employee contacts the Employer by return telephone call within five (5) minutes. All bargaining unit employees shall file written instructions with the Chief Engineer as to their ongoing availability for evening/weekend work assignments and, if they intend generally to be available for such assignments, their preferred method of contact, i.e., home telephone number, special answering machine instructions, digital pager, etc.

Subd. 3. Assigning Work Outside Unit

In the event an insufficient number of bargaining unit employees are available for required overtime work assignments it shall be the Employer’s sole option to, have the work performed by other employees, retain the services of a contractor, or require the most junior employee who has the lowest number of recorded overtime work hours to perform the work.

Section 5.03 – On-Call After Hours Duty

Bargaining unit employees may be required to be on call for after hours duty in accordance with the provisions of this Section. Notwithstanding the scheduling provisions of this Section to the contrary, on-call after hours duty shall be voluntary during the summer months; i.e., from each Memorial Day to Labor Day.

Subd. 1. Scheduling

All bargaining unit employees will rotate to on-call duty assignments on a weekly basis. The Employer shall maintain a rotating schedule so that affected employees are normally scheduled for such duty at least thirty (30) days in advance. Normally, each weekly on-call period will begin each Friday at the end of the on-call employee’s regularly scheduled work shift and end the following Friday at the beginning of his or her regularly scheduled work shift. The Employer reserves the right to schedule additional or different on-call assignments. On-call employees may, with twenty-four hours’ advance notice to the Employer, and on a voluntary basis, trade on-call duty assignments with other qualified bargaining unit employees. The Employer may assign on-call duty where scheduled on-call employees are unavailable due to circumstances beyond their control.

Subd. 2. Critical System Failures

On-call employees will not be contacted during off duty hours when routine or minor system failures occur. On-call employees will be contacted only for, but not necessarily limited to, critical system failures, e.g., failures such as “boiler down”, “boiler room flood”, “freezing coil”, “systemic no heat calls”, etc. On-call employees will be issued a take-home pager or cell phone and an electronic device (e.g., BlackBerry, iPad, or laptop computer) which will enable the
on-call employee to access the Employer's building automation system in the event an authorized representative of the Employer has notified the on-call employee by pager or telephone that a critical system failure has occurred.

Subd. 3. On-Call Duty Requirements

On-call employees will be required to be available during the after-hours period that he or she is on-call and to promptly respond when critical system failures occur, i.e., answer and return telephone calls from and to the Employer's authorized representative(s), remotely check the status of the involved equipment, and promptly return to work when necessary as determined by the Employer's authorized representative(s). The on-call employee may not be under the influence of drugs or alcohol while on-call.

Subd. 4. Compensation for On-Call After Hours Duty

a. On-Call Pay. Employees who are designated to be on call for after hours duty shall be paid thirty-five dollars ($35.00) per day for each weekday on call, and forty-five dollars ($45.00) per day for each weekend day or holiday on call.

b. Working at Home Pay. Work time will be credited for all time spent by the on-call employee when responding to a critical system failure or at the request of the Employer during extreme weather or operating conditions while still at home (with a 15 minute combined work time per event minimum) and will be paid at one and one-half times the employee’s regular hourly rate of pay. The Employer may request and require specific system checks at pre-determined time intervals. At the time this Agreement became effective, the following (15-minute) minimum pay amounts applied:

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>08-15-17</th>
<th>08-15-18</th>
<th>08-15-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Maintenance Engineer</td>
<td>$11.44</td>
<td>$11.75</td>
<td>$12.08</td>
</tr>
</tbody>
</table>

c. Call Back Pay. Work time will be credited for all time spent by the on-call employee, including travel time, when it is necessary for him or her to return to the Employer’s premises and will be paid at one and one-half times his or her regular hourly rate of pay. The “call back minimum pay” provisions of this Agreement at Section 6.03, Subd. 5 (Overtime and Premium Rates of Pay; Call-Back Pay Minimum) will not apply to the affected on-call employee and overtime work performed by an on-call employee on a call-back will not be recorded for purposes of the overtime equalization provisions of the Agreement at Section 5.02 (Overtime Work and Equalization).

Section 5.04 - Lunch Periods

All employees covered by this Agreement shall be entitled to a thirty (30) minute unpaid lunch period each day. The lunch period shall normally be taken by day shift employees between the hours of 12:00 (noon) and 1:00 p.m. If an employee is called to perform work during his lunch
period, the employee shall be required to perform the work and he shall, accordingly, be paid one-half hour overtime compensation.

Section 5.05 - Rest Periods

All employees covered by this Agreement shall be entitled to two (2) paid rest periods of fifteen (15) minutes each during each full work day. Rest periods shall be taken at times and locations determined by the Employer.

ARTICLE 6
RATES OF PAY

Section 6.01 - Classifications and Rates of Pay

The classifications covered by this Agreement, along with the hourly rates of pay applicable thereto during the life of this Agreement, are set forth below:

<table>
<thead>
<tr>
<th>Classification</th>
<th>08-15-17</th>
<th>08-15-18</th>
<th>08-15-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Maintenance Engineer Base Rate of Pay</td>
<td>$30.50</td>
<td>$31.34</td>
<td>$32.20</td>
</tr>
<tr>
<td>Preventive Maintenance Technician</td>
<td>$22.90</td>
<td>$23.53</td>
<td>$24.18</td>
</tr>
</tbody>
</table>

Section 6.02 – Minnesota Engineer’s License Premiums

In addition to the Operating Maintenance Engineer Base Rate of Pay shown above, bargaining unit employees shall be paid the following License Premiums based on the highest Minnesota Engineer’s License each employee holds:

- Operating Maintenance Engineer 2nd Class: None
- Operating Maintenance Engineer 1st Class: $1.00 per hour
- Operating Maintenance Engineer Chief: $1.50 per hour
- Operating Maintenance Engineer Designated Chief: $3.50 per hour

Section 6.03 - Temporary Employees

Temporary employees shall accrue no seniority and shall be eligible for no benefits under this Agreement. Temporary employees shall not normally be employed for periods in excess of six (6) continuous calendar months.
Section 6.04 - Overtime and Premium Rates of Pay

Subd. 1. Overtime

All employees covered by this Agreement shall be paid at the rate of one and one-half \( (1\frac{1}{2}) \) times their regular straight-time hourly base rate of pay for all hours worked in excess of eight \( (8) \) per day (or regularly scheduled work shift) and forty \( (40) \) in any workweek.

Subd. 2. Shift Differential

All employees covered by this Agreement shall be paid an additional one dollar and twenty-one cents \( ($1.21) \) per hour for all hours worked on a regularly scheduled second or a regularly scheduled third shift, i.e., on a regularly scheduled work shift that is scheduled to begin after 4:30 pm or before 6:00 am.

Subd. 3. Weekend Premium

All employees covered by this Agreement shall be paid an additional one dollar \( ($1.00) \) per hour for all regular hours (i.e., not overtime or call-back hours for which other premiums are applicable) worked on Saturday and/or Sunday.

Subd. 4. Call-Back Pay Minimum

Except as specified in Section 5.03, Subd. 4(c) of this Agreement (On-Call After Hours Duty; Compensation for On-Call After Hours Duty; Call-Back Pay) to the contrary, all employees covered by this Agreement shall be paid at the rate of one and one-half \( (1\frac{1}{2}) \) times their regular straight-time hourly base rate of pay for all hours worked on a call back or a minimum of four \( (4) \) hours' pay calculated at their regular straight-time hourly base rate of pay, whichever is greater.

Subd. 5. No Pyramiding

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

ARTICLE 7
GROUP INSURANCE

Section 7.01 - Workers' Compensation

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

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

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

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

Section 7.02 - Group Health Insurance

Subd. 1. Employer’s Contributions to Health Insurance and VEBA / HRA Plans

The Employer's annual HRA / VEBA contribution amounts are described by the provisions of Appendix “A” which is attached hereto and made a part of this Agreement.

Subd. 2. Enrollment and Eligibility

Upon proper application, regular full-time employees shall be enrolled as a covered participant in the Employer's available health insurance plan effective as soon as possible and practical after their first day of employment. In no event, however, shall such employee's insurance coverage be made effective later than the first day of the calendar month immediately following the completion of thirty (30) calendar days' employment.

Subd. 3. Premiums for Single Coverage

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

Subd. 4. Premiums for Dependent Coverage

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

Subd. 5. Confirmation of Modified Plan Benefits, Premiums, and Contributions

In the event health insurance plan provisions, including healthcare reimbursement accounts, monthly premiums, and/or employer contribution amounts are modified during the life of this Agreement, the Parties shall enter into a letter of agreement confirming the same.

Section 7.03 - Open Enrollment

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

Section 7.04 - Long-Term Disability Insurance

Upon proper application, regular employees whose regularly established work schedules are twenty (20) or more hours per week and who have established their eligibility for health insurance coverage enrollment, shall be enrolled as a covered participant in the Employer's available long-term disability insurance plan and shall be provided with the coverage specified therein effective the first day of the calendar month thereafter. The plan shall provide income benefits to eligible insured employees in an amount equal to sixty percent (60%) of their regular monthly salary, to a maximum monthly benefit of six thousand dollars ($6,000.00), ninety (90) days after the onset of a qualifying disability to the age at which the employee's eligibility for normal retirement benefits under social security is established or death, whichever first occurs. The plan itself, and not this Agreement, shall govern all matters concerning eligibility and the payment of benefits. The provisions of this Section may be terminated pursuant to the provisions of Section 11.01 (Sick Leave Benefits) of this Agreement.

Section 7.05 - Group Dental Insurance

Upon proper application, all regular full-time employees shall be enrolled, along with their eligible dependents, in the Employer's available group dental insurance plan and shall be provided with the coverage specified therein. The Employer shall pay the required premiums for the above coverage.

Section 7.06 - Group Term Life Insurance

Subd. 1. Employee Coverage

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

Subd. 2. Supplemental and Dependent Coverage

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

Subd. 3. Plan Management and Control

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

Section 7.07 - MinneFlex

Employees who have established enrollment eligibility under the provisions of Section 7.01, Subd. 2 of this Article (Enrollment and Eligibility) shall be provided an opportunity to participate in the Employer’s MinneFlex Plan - a Flexible Spending Account (FSA) which provides special tax advantages to employees under IRS Code Section 125. The Plan Document shall control all questions of eligibility, enrollment, claims and benefits.

ARTICLE 8
RETIEMENT PLAN

Section 8.01 - Retirement Plan Participation

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

Section 8.02 - Plan Management and Control

Minnesota Statutes Chapter 179A removes retirement contributions and retirement benefits from the matters over which the Parties are permitted to collectively bargain. Accordingly, the Employer's Retirement Plan is within the Employer's sole discretion, management and control. Its provisions and the provisions of this article are not subject to collective bargaining; neither are they subject to review under the grievance and arbitration provisions of this Agreement.
Section 8.03 - Health Care Savings Plan

To the extent permissible under state and federal regulations, the Employer shall participate in the Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System (MSRS) for the benefit of all eligible bargaining unit employees. The Plan allows employees to make pre-tax contributions to their accounts as provided in this Agreement and for the purpose of saving for the tax-free payment of post-employment medical expenses. All bargaining unit employees shall contribute 1) one hundred percent (100%) of the proceeds, if any, they are eligible to receive from the sick leave retirement plan described by the provisions of this Agreement at Section 11.07 (Sick Leave; Accrued Sick Leave Retirement Plan) at the termination of their employment, and 2) one hundred percent (100%) of their unused vacation benefits pursuant to the provisions of this Agreement at Section 10.07 (Vacation Leave; Payment Upon Termination of Employment) at the termination of their employment. The Employer shall make all necessary deposits to the Plan on each eligible employee’s behalf. All questions concerning eligibility, benefits, and administration shall be governed by the Plan and not this Agreement.

ARTICLE 9
HOLIDAY LEAVE

Section 9.01 - Designated Holidays

The following holidays with pay shall be observed:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>The Third Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>The Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>The Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>The First Monday in September</td>
</tr>
<tr>
<td>Veterans' Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>The Fourth Thursday in November</td>
</tr>
<tr>
<td>The Day After Thanksgiving</td>
<td>Day After the Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Floating Holiday</td>
<td>One working day during calendar year</td>
</tr>
<tr>
<td></td>
<td>(non-probationary employees only)</td>
</tr>
</tbody>
</table>

Section 9.02 - Schedule

If New Year’s Day, Independence Day, Veterans Day, or Christmas Day, falls on Sunday, the following day shall be a holiday. If New Year’s Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday. Eligible employees may take their floating holiday any time during the calendar year provided the requested time has been approved in advance by their immediate supervisor and the pay period in which it is scheduled begins during the calendar year in which it was earned. At the end of each calendar year, eligible employees may elect to receive eight (8) hours’ straight-time pay in lieu of taking their floating holiday provided they request payment in accordance with the procedures established by the Employer for this purpose.
Section 9.03 - Holidays Worked

All employees covered by this Agreement shall be paid at the rate of one and one-half times their regular straight-time hourly base rate of pay for all hours worked on any day recognized by this Agreement as a holiday. Such pay shall be in addition to any holiday pay for which the involved employee may be entitled. Employees shall not regularly be scheduled to work on holidays which occur during their normally scheduled days off.

Section 9.04 - Holiday Pay

When used in this Agreement, the phrase holiday pay shall mean eight (8) hours' pay at the employee's regular, straight-time base rate of pay.

Section 9.05 - Eligibility

Holiday pay shall be paid to only those employees who have worked both the last work day before and the first work day following the holiday, unless excused by the employee's supervisor for vacation, sick leave or compensatory time purposes.

Section 9.06 - Religious Holidays

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

Section 9.07 - Application

The provisions of this Article shall apply only to regular full-time employees.

ARTICLE 10
VACATION LEAVE

Section 10.01 - Vacation Benefits

The following vacation schedule shall apply to all eligible employees:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Paid Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 4 Years</td>
<td>12 working days</td>
</tr>
<tr>
<td>5 – 7 Years</td>
<td>15 working days</td>
</tr>
<tr>
<td>8 – 9 Years</td>
<td>16 working days</td>
</tr>
<tr>
<td>10 – 15 Years</td>
<td>18 working days</td>
</tr>
</tbody>
</table>
Vacation accruals shall be calculated on a proportionate number of straight-time compensated hours basis and the Union shall be notified of all applicable accrual rates and factors. An employee's previous full-time permanent employment service with another public employer may be credited to determine the rate at which vacation leave will be earned. The term permanent employment service shall be construed to include periods of regular (i.e., not reserve or national guard) U.S. military active duty provided such service was terminated under honorable conditions and the employee provides documentation of such service to the Employer. When granted, such service credit shall not result in the retroactive payment of additional vacation leave benefits.

Section 10.02 - Scheduling

Subd. 1. General

It is intended that vacation leave be taken on consecutive days and for the maximum accrual each year. Requests for use of single days of vacation leave may be granted by an employee's supervisor, subject to the convenience of the Employer, if requested and approved in advance. The Employer reserves the right to determine the maximum number of employees to be scheduled on vacation at the same time and to retain the number of employees required to handle the operational requirements of the involved work area.

Subd. 2. Procedure

The Employer shall post a vacation schedule from March 1st to April 1st of each year upon which employees who are eligible for vacation may indicate their preferred vacation time. During this time, employees will be given the opportunity to select the preferred time(s) of their vacation in the order of their respective job classification seniority. Vacations requested after the posting period shall be governed on a first-come/first-served basis without regard to seniority. Such vacations may not be scheduled more than thirty (30) calendar days in advance.

Subd. 3. Conversion of Vacation Benefits to Cash Compensation

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

Subd. 4. Donation

Employees may donate accumulated vacation leave benefits to other employees in accordance with the provisions of the Employer’s published Leave Donation Program.
Section 10.03 - Accumulation

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

Section 10.04 - Probationary Period

Vacation leave for new regular employees shall not be earned during the initial probationary period. Upon satisfactory completion of the initial probationary period, however, vacation leave shall be computed from the first day of regular full-time employment with the Employer.

Section 10.05 - Advanced Vacations Prohibited

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

Section 10.06 - Application

The provisions of this Article shall apply only to regular full-time employees.

Section 10.07 - Payment Upon Termination of Employment

An employee shall receive a lump sum payment, deposited to the employee’s Health Care Savings Plan described by the provisions of Section 8.04 (Health Care Savings Plan) of this Agreement, for the balance of his/her accumulated vacation leave within sixty (60) calendar days after the date of the employee’s separation from employment for any reason.

ARTICLE 11
SICK LEAVE

Section 11.01 - Sick Leave Benefits

Regular full-time employees covered by this Agreement shall accrue sick leave benefits at the rate of 10.50 working days per year. Sick leave accruals shall be calculated on a proportionate number of straight-time compensated hours basis and the Union shall be notified of all applicable accrual rates and factors.

The sick leave accrual rates set forth above reflect a reduction of 1.50 benefit days per year to offset the annual premiums charged by the provider of the long-term disability insurance benefits described in Section 7.03 (Long Term Disability Insurance) of this Agreement. Such sick leave accrual rates are subject to further adjustments upon the effective date of any increase in long term disability insurance premiums. In such event, the Employer shall promptly notify the Union, in writing, of its intent to further adjust sick leave accrual rates and the manner by which such adjustments were calculated or determined. Within thirty (30) calendar days thereafter, the Union may, at its sole option, elect to have long term disability benefits terminated for its members by serving written notice to that effect on the Employer. In the event long term disability benefits are terminated pursuant to these provisions, the sick leave accrual rates set forth above shall be restored to twelve (12) working days per year upon the termination of insurance coverage.
Section 11.02 - Use of Sick Leave

Sick leave shall be granted only for such days as an employee would otherwise have been at his/her employment. It may be used with the approval of the employee's supervisor in any of the following cases:

Subd. 1. Illness of the Employee

When the employee is unable to work because of personal injury, illness, pregnancy, or disability.

Subd. 2. Medical Appointments

For medical, dental, or optical examinations or treatments.

Subd. 3. Illness in the Immediate Family

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

Subd. 4. Contagious Exposure

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

Subd. 5. Donated Sick Leave Benefits

When, pursuant to the Employer's published policy, the employee donates sick leave benefits to another employee.

Subd. 6. FMLA Leaves

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

Subd. 7. Safe Leaves

To address issues caused by, for example, domestic violence, sexual harassment, or stalking.
Section 11.03 - Medical Verification

All earned sick leave shall be credited to the employee’s sick leave account for use as provided for under the provisions of Section 11.02 (Use of Sick Leave) of this Agreement. Up to twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims, including where the employee’s use of sick leave appears to be systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term “in attendance” shall include telephonically prescribed courses of treatment which are confirmed by a prescription or a written statement issued by an appropriate health care provider in attendance.

Section 11.04 - Advanced Sick Leave Permitted

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

Section 11.05 - Application

The provisions of this Article shall apply only to regular full-time employees.

Section 11.06 - Annual Sick Leave Pay Plan

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

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

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

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

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

b. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee’s regular hourly rate of pay in effect on December 31 of the accrual year.

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

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

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

**Section 11.07 - Accrued Sick Leave Retirement Plan**

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

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

a. have separated from service; and

b. as of the date of separation had accrued sick leave credit of no less than sixty (60) days; and

c. as of the date of separation had:
   
   i. No less than twenty (20) years of qualified service, or

   ii. who have reached sixty years of age, or

   iii. who are required to retire early because of disability.

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

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

Subd. 4. Payment of Benefits. The amount payable under this Section shall be deposited to the eligible employee’s Health Care Savings Plan described by the provisions of Section 8.04 (Health Care Savings Plan) of this Agreement within sixty (60) days after the date of the employee’s separation from employment for any reason.

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

ARTICLE 12
LEAVES OF ABSENCE

Section 12.01 - Leaves of Absence

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

<table>
<thead>
<tr>
<th>Duration of Requested Leave Without Pay</th>
<th>Employer's Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 5 Calendar Days</td>
<td>Employee's Supervisor</td>
</tr>
<tr>
<td>Over 5 Calendar Days</td>
<td>Employer's Executive Director</td>
</tr>
</tbody>
</table>

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

Section 12.02 - Effects Upon Employee Benefits

Employees need not exhaust accrued sick leave or vacation benefits to qualify for leaves without pay. However, except as provided for under Section 11.02, Subd. 5 (Donated Sick Leave Benefits)
and Section 12.05 of this Agreement (Budget Leave) of this Agreement, employees shall not be permitted to draw upon any previously accrued employee benefits during unpaid leaves of absence. Neither shall they be eligible for holiday pay benefits during the period of any unpaid leave of absence. Further, except as may be applicable under the provisions of Section 12.05 and 12.03 (Budget Leave and Family and Medical Leaves, respectively) of this Agreement, all employee benefit accruals and Employer group insurance premium contributions shall terminate after an employee has been in leave of absence without pay status for more than thirty (30) calendar days except where required by applicable law.

Section 12.03 - Family and Medical Leaves

Subd. 1. General

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

a. for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

b. when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or

c. when they must care for their parent, spouse, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, dependent child, other dependent and/or member of their household who has a serious medical condition.

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

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

a. If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, registered domestic partner within the meaning of Minneapolis Code of Ordinances Chapter 142, or other dependents and/or members of their households who have a serious medical condition, FMLA leaves may be taken on an intermittent schedule. In cases of the birth, adoption or
foster placement of a child, such leaves may be taken intermittently only when expressly approved by the Employer.

b. Eligible spouses or registered domestic partners who both work for the Employer shall be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in Subd. 1, clauses a. [birth or adoption leaves] and/or c. [family illness leaves], above.

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

Subd. 5. Medical Certification

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

Subd. 6. Pay and Benefits

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

Subd. 7. Reinstatement After FMLA Leaves - Employees shall return to their original position and job classification at the expiration of their FMLA leave. In the event a layoff or reorganization occurs during the FMLA leave that affects the employee or the employee's position, the provisions of this Agreement at Article 15 (Layoff and Recall) shall be implemented as may be necessary and appropriate at the expiration of the employee's FMLA leave.

Section 12.04 - Union Leave

A Union leave of absence without pay shall be granted to employees for the purpose of Union business in accordance with the provisions of the Minnesota Public Employee Labor Relations Act, as amended.

Section 12.05 - Budget Leave

Budget leaves of absence may be granted to employees when, in the Employer's sole discretion, it is necessary to reduce its operating budget. Such leaves shall be without pay but seniority, vacation, sick leave and insurance benefits shall not be interrupted or lost on account of the leave. Budget leaves may not be 1) imposed involuntarily on employees, 2) approved for any other purpose, or 3) exceed five hundred twenty (520) hours in any calendar year.
Section 12.06 - Military Leave

An employee who leaves his/her position to enter the military service of the United States or the State of Minnesota shall upon proper application, be granted a military leave without pay while on active duty. Upon his/her honorable discharge the employee shall be re-employed as provided for in the Uniform Service Employment Rights Act of 1994 (USERRA), provided that he/she applies for reinstatement not later than ninety (90) days after completion of a regular active tour of duty with the United States Armed Forces.

An employee who is a member of the Armed Forces of the United States of America or of the State of Minnesota shall be entitled to leave of absence with pay and benefits for the time he/she is engaged in such organization in training or active service ordered or authorized by proper authority, but not exceeding a total of fifteen (15) working days in any calendar year.

Section 12.07 - Jury Duty Leave

Regular employees may be authorized to be absent from duty with pay when summoned for jury duty or when served with a subpoena to appear before court as a witness in a matter which does not otherwise involve them as, for example, plaintiff or defendant. An employee choosing to be absent on a leave-with-pay status shall pay to the Employer an amount equal to the compensation he/she receives from the court for jury duty. If his/her jury duty compensation exceeds his/her regular salary rate, he/she may retain the difference.

Section 12.08 - Bone Marrow Donor Leave

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

Section 12.09 - Funeral Leave

A leave of absence of three (3) working days with pay shall be granted in the event a regular employee suffers a death in his/her immediate family in accordance with the provisions of this Section. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be appropriate under individual, demonstrated circumstances. For purposes of this Section, the term immediate family shall mean an employee's parent, step-parent, spouse, child, step-child, registered domestic partner within the meaning of Minneapolis Code of Ordinances, Chapter 142, brother, sister, step-brother or step-sister, brother-in-law, sister-in-law, and grandparent or grandchild; or the parent, grandparent, brother, or sister of an employee's spouse or registered domestic partner within the meanings of Minneapolis Code of Ordinances, Chapter 12, or members of an employee's household.
Section 12.10 - Return From Leave

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

ARTICLE 13
SENIORITY

Section 13.01 - Seniority Defined

Seniority or Employer seniority is defined as a regular employee's length of continuous service with the Employer in a regular position since his/her last hiring date. Last hiring date means the date upon which an employee first started work for and at the direction of the Employer, since which he or she has not quit, retired or been discharged. Seniority shall continue to accumulate during all authorized absences, vacations, leaves of absence, temporary transfers out of the bargaining unit, or layoffs.

Section 13.02 - Termination of Seniority

An employee's seniority and his/her employment relationship with the Employer shall terminate: 1) if he or she resigns, retires or is discharged; 2) if he or she is recalled to work following a layoff and fails to notify the Employer within five (5) calendar days of his/her intention to return to work on the date recalled and 3) when an employee has been laid off for a period of twelve (12) consecutive months.

Section 13.03 - Application of Seniority

Where all factors considered are reasonably equal between employees of the Employer, promotions shall be on the basis of seniority. The Employer may, from time-to-time, appoint personnel to serve in the capacity of Designated Chief Operating Maintenance Engineer. Such appointments shall be made at the Employer's sole discretion and without regard to seniority. Announcements of regular vacancies in such job classification shall be posted for review by bargaining unit employees before they are filled.

Section 13.04 - Probationary Periods

Subd. 1. Initial Probationary Period

All regular employees covered by this Agreement, originally hired or rehired following separation, shall serve a six (6) month probationary period, during which time the employee shall demonstrate an ability to perform the duties and responsibilities of the assigned job classification. The Employer may terminate the employment of employees during the initial probationary period for any reason. Such actions are within the Employer's sole and exclusive discretion - they are not
subject to review under the grievance or arbitration provisions of this Agreement pursuant to claims that the *just cause* provisions of this Agreement have been violated. Employees terminated during the initial probationary period shall receive written notice of the termination, a copy of which shall be sent to the Union. The provisions of this Section shall not be applicable in recall from layoff circumstances.

Subd. 2. Promotional Probationary Period

Regular employees promoted to a higher job classification shall serve a six (6) month promotional probationary period, during which time the employee shall demonstrate an ability to perform the duties and responsibilities of the job classification. At any time during the promotional probationary period, an employee may be demoted to the employee's previously held job classification at the discretion of the Employer without invoking the right of appeal under the provisions of the grievance/arbitration procedure. An employee demoted during the promotional probationary period shall be returned to the employee's previously held job classification and shall receive a written notice of the reason(s) for demotion, a copy of which shall be sent to the Union.

ARTICLE 14
DISCIPLINARY ACTION

Section 14.01 - Discipline for Just Cause

Disciplinary actions may be imposed upon employees who have satisfactorily completed the initial probationary period only for *just cause*. Such actions shall normally include only reprimands, suspension from duty without pay, demotion in position and/or pay, and discharge from employment.

Section 14.02 - Records

A written record of all disciplinary actions within the meaning of this Article, excluding oral reprimands, shall be provided to the involved employee(s) and may be entered into the involved employee's personnel record. Such record shall include the specific reason(s) relied upon and/or which have been used to form the basis for the disciplinary action imposed. Investigation into conduct which does not result in disciplinary action, however, shall not be entered into the employee's personnel record.

Written reprimands and other written records of disciplinary action shall not be relied upon to form the basis for further disciplinary action after three (3) years following the date of the disciplinary action.

Section 14.03 - Union Representation

An employee who has reasonable cause to believe that disciplinary action is about to be imposed may request and receive Union representation in any conference with the Employer. Such Union representative shall not be entitled to directly participate in the investigation except to advise and counsel the involved employee.
ARTICLE 15
LAYOFF AND RECALL

Section 15.01 - Layoff

If it becomes necessary to reduce the number of employees in a classification, temporary and/or new probationary employees in the affected classifications will be separated before regular employees. Within the seniority group to be reduced, the selection of regular employees to be laid off shall be made on the basis of Employer seniority. That is, the employee(s) within the classification affected who have the least Employer seniority shall be the first to be laid off.

Section 15.02 - Recall

Eligible regular employees who are laid off pursuant to this Article shall be recalled to positions which become available within the classification from which he/she was laid off within twelve (12) calendar months of the date of layoff on the basis of Employer seniority with the most senior recalled first and the least senior recalled last.

ARTICLE 16
NON-DISCRIMINATION

The Parties shall not discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis 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. The Parties also recognize that sexual harassment within the meaning of state and federal regulations is unlawful discrimination within the meaning of this Article.

ARTICLE 17
EXPENSE REIMBURSEMENTS

Section 17.01 - Work Uniforms

The Employer shall continue to provide work uniforms, including short sleeved shirts, to employees covered by this Agreement in accordance with its established practice. Such work uniforms shall also include work boot/work shoe footwear, including winter footwear where appropriate, but excluding all dress, street, casual, and athletic footwear. Newly hired regular employees shall receive a standard issue of work uniforms without cost to such employees. Thereafter, on an annual basis each March, replacements for worn uniform items shall be ordered for delivery to employees without cost to them to a maximum cost of four hundred dollars ($400.00) per employee per year. Work uniform items available for selection by employees shall include short and long sleeve shirts in both regular and light weights, pants, jeans, jackets, jacket liners, parkas, wind breakers, winter underclothing, uniform caps, stocking caps, overalls, work belts, and footwear - all of which shall be of the design, type and color specified by the Employer. Availability shall be subject to the Employer's ability to procure work uniform items through its
normal procurement process and suppliers. Nothing herein shall prohibit the Employer from providing comparable work uniform items through a uniform rental service.

Section 17.02 - Reimbursement of License Fees

Each bargaining unit employee shall provide to the Employer a legible copy of his or her highest current stationary engineer license along with evidence that the license has been properly renewed. The Employer shall promptly reimburse the fee paid by the employee to the State of Minnesota to renew the license.

ARTICLE 18
EDUCATION AND TRAINING

Section 18.01 - Voluntary Education and Training

All non-probationary employees may take advantage of the Employer’s tuition reimbursement program which encourages employees to take courses for credit at educational institutions in subjects which relate to the work of the Employer or which are requirements for an associate, bachelor’s, or advanced degree in a major field of study which relates to the work of the Employer. Employees may also utilize tuition reimbursement for non-credit certifications, seminars, training programs, etc. that relate to the employee’s work of which can reasonably be expected to have a positive impact on the employee’s skills, job performance, and/or professional growth. The Employer will reimburse all costs associated with an approved program, class, or course up to three thousand five hundred dollars ($3,500.00) per calendar year upon documented completion of the course with a passing grade of “C” or higher where applicable (a “pass” is appropriate where the course is graded on a pass-fail basis). Requests for tuition reimbursement must be requested and approved in advance and shall be routed to the Employer’s Human Resources Department through the employee’s Department Manager.

Section 18.02 - Required Education and Training

The Employer shall pay the full cost of tuition, fees, books and other required materials for all courses of outside education and training, where employee attendance is required by the Employer.

Section 18.03 - Time Off for Classes

At the discretion of the immediate supervisor and the appropriate manager, an employee may be granted limited time off to attend classes which are authorized under the provisions of this Article provided such time is made up in a manner and at a time acceptable to the supervisor.

ARTICLE 19
DRUG AND ALCOHOL TESTING

No employee shall be tested for drugs and/or alcohol except pursuant to the provisions of the Employer’s Drug and Alcohol Testing Policy which is attached hereto and made a part of this Agreement as if more fully set forth herein.
ARTICLE 20
LABOR-MANAGEMENT COMMITTEE

As soon as possible and practical following the execution of this Agreement, the Parties shall form a joint committee consisting of the Union’s Business Representative and two (2) bargaining unit employees appointed by the Union and two (2) supervisory or managerial employees appointed by the Employer. The committee shall have no authority to engage in negotiations regarding terms and conditions of employment and it shall not serve as a substitute for the grievance procedure outline elsewhere in this Agreement. Rather, the committee shall meet at times it determines are appropriate, at least once each month, to discuss ways bargaining unit employees and their supervisors can improve the quality and/or efficiency with which the Minneapolis Public Housing Authority delivers services to the public. The committee shall set its own agenda and it may, from time-to-time, invite others to its meetings.

ARTICLE 21
COLLECTIVE BARGAINING

Section 21.01 - Entire Agreement

This Agreement contains the entire understanding of the Parties on all issues which are subject to collective bargaining under the Minnesota Public Employees Labor Relations Act as amended. This Agreement also constitutes a statement of personnel policies within the meaning of applicable U.S. Department of Housing and Urban Development regulations.

Section 21.02 - Separability

If any provision of this Agreement shall become invalid under any existing or future federal or state law, judicial or administrative decision, regulation, rule, order, or direction, such provision shall be superseded to conform therewith but all other provisions of this agreement shall continue in full force and effect.

ARTICLE 22
TERM OF AGREEMENT

This Agreement shall take effect on August 15, 2017. It shall remain in effect through August 14, 2020, and shall thereafter be automatically renewed or extended without change for additional periods of one (1) year unless either Party gives the other Party written notice of its intention to modify, amend, or terminate this Agreement effective at the expiration of the original term hereof or of any subsequent annual period. Such notice shall be sent by certified mail not less than sixty (60) days or more than ninety (90) days prior to the expiration date.

Notices required by this Article shall be in writing and shall be sent by certified mail addressed, if to the Employer, to Minneapolis Public Housing Authority, 1001 Washington Avenue North Minneapolis, MN 55401-1043; and if to the Union, to International Union of Operating Engineers Local No. 70, AFL-CIO, 2722 County Road D East, White Bear Lake, MN 55110 or other addresses as the Parties may declare to one another from time-to-time in writing for such purpose.
NOW THEREFORE, with an intention to be bound by its provisions, the Parties have caused this Agreement to be fully executed by their duly authorized representatives whose signatures appear below:

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

By [Signature] Greg Russ 11-2-17
Executive Director / CEO

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 70, AFL-CIO

By [Signature] David Monsour 11/9/2017
Business Manager / Financial Secretary

By [Signature] Michael Dowdle 11/9/17
President

By [Signature] Linda Powers 11/9/17
Recording Corresponding Secretary

By [Signature] Steve Juntunen 11/3/17
Steward

By [Signature] Drew Brodeen 9/20/17
Business Representative
**APPENDIX "A"**
2017 Medical Plan and HRA / VEBA Contribution Rates

<table>
<thead>
<tr>
<th>Medical Plan</th>
<th>Full Cost</th>
<th>MPHA Contribution</th>
<th>Employee Contribution</th>
<th>HRA / VEBA Contribution</th>
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</thead>
<tbody>
<tr>
<td>Health Partners Standard Plan:</td>
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<td>Single Coverage:</td>
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