

**AGREEMENT BETWEEN
PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME), DISTRICT COUNCIL 5
LOCAL 1854**

June 1, 2021 – May 31, 2024

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This AGREEMENT made and entered into this 1 day of June, 2021 by and between the PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, a public corporate and politic, organized and existing pursuant to the laws of the State of Minnesota, hereinafter called the "PHA".

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL No. 5, an employee organization having the status of exclusive representative for certain employees of the PHA, hereinafter called the UNION.

WITNESSETH:

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

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

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

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

ARTICLE 1: RECOGNITION

- 1.1 The PHA recognizes the UNION as the exclusive representative of all office, clerical, technical, and professional employees; who are public employees within the meaning of Minn. Statute 179A.63, Subd. 7, excluding supervisory, confidential and all other employees.
- 1.2 The job titles of classifications included within the bargaining unit and covered by this Agreement are those contained in Appendix A.
- 1.3 In the event of a dispute between the PHA and the UNION concerning the inclusion or exclusion of a newly created or modified job classification within the bargaining unit described in 1.1, either party may refer the dispute to the Minnesota Bureau of Mediation Services for determination.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 The PHA and its management retains all rights and authority necessary to operate the affairs of the PHA in all of its various aspects including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the PHA; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to

schedule working hours; to assign overtime; to determine whether services should be provided or purchased; to hire, promote, suspend, discipline or discharge employees; and to make and enforce rules and regulations, except as such rights are specifically limited by this Agreement.

- 2.2 Any and all management rights not specifically delegated or limited by this Agreement are retained by the PHA.

ARTICLE 3: UNION RIGHTS

- 3.1 Dues Deduction. The PHA agrees to deduct monthly from the salary of employees, who authorize such a deduction in writing, an amount equal to monthly UNION dues.
- 3.2 Remittance of Dues. The PHA shall remit to the UNION monthly the deductions made under the provisions of 3.1 together with a statement of employees from which such deductions have been made.
- 3.3 Indemnification. The UNION agrees to indemnify and hold the PHA harmless against any and all claims, suits, orders, or judgments brought or issued against the PHA as a result of any action taken or not taken by the PHA in administering the provisions of 3.1 or 3.2 of this ARTICLE.
- 3.4 Stewards. The UNION may designate a maximum of 10 employees within the bargaining unit as Stewards and shall notify the PHA in writing of the employees so designated and of any change in the position. Stewards shall have those duties and responsibilities as established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 3.5 Bulletin Boards. The PHA shall provide reasonable space on designated employee bulletin boards for the posting of official UNION notices and announcements.
- 3.6 Changes in Employment Status.
- 3.61 The PHA shall make available to the UNION, upon request, information concerning employees who have been hired, terminated, or placed on an unpaid leave of absence who are covered by this Agreement.
- 3.62 Employees hired by the PHA shall be given written notification of the UNION status as exclusive representative and a copy of this Agreement, provided, the UNION furnishes such documents to the Personnel Office for distribution.
- 3.7 PHA Facilities. The UNION shall have the right to use PHA facilities subject to availability and approval of the Executive Director.
- 3.8 Intra-Agency Mail. The UNION shall have the right to use the intra-agency mail system and e-mail system for the mailing of official UNION notices and announcements.
- 3.9 Personnel Policy. The PHA shall notify the Chairperson of the UNION of any proposed changes to the Personnel Policy. Proposed changes in the Personnel Policy, which

affect a "term or condition of employment", as defined by the P.E.L.R.A. of 1971, shall be negotiable with the UNION.

- 3.10 Meet and Confer. The UNION shall have the right to meet and confer with the PHA in accordance with Minn. Statute 179.73.

ARTICLE 4: EMPLOYMENT STATUS

- 4.1 Regular Employee: shall mean an employee hired to fill an authorized job.
- 4.11 Regular full-time employee: shall mean an employee hired for a normal work week of 40 hours.
- 4.12 Regular part-time employee: shall mean an employee hired for a normal work week of less than 40 hours and more than 14 hours.
- 4.2 Temporary Employee: shall mean an employee hired for seasonal or intermittent periods of work not to exceed 67 work days per calendar year except as defined in 179.A.03 Subd. 14. Temporary employees shall not be covered by this Agreement.
- 4.3 Interns: shall mean an employee hired for a period of time not to exceed 9 months per calendar year, for which the employment is an integral part of formal training. Interns shall not be covered by this Agreement.
- 4.4 Government Programs Employees: shall mean employees who are employed through C.E.T.A., W.I.N. or other federally funded manpower programs. Government programs employees shall not be covered by this Agreement. The PHA shall make available to the UNION, upon request, the names of employees funded by federal manpower programs.

ARTICLE 5: PROBATIONARY PERIOD

- 5.1 Original Employment Probationary Period. Regular full-time employees shall, as a condition of employment, serve a 9 continuous month probationary period. Regular employees will be allowed to use vacation after 6 calendar months of service. The probationary period shall apply to all regular full-time employees, including former employees who are re-employed following separation.
- 5.11 Employees may be disciplined as defined in 17.1 during the probationary period at the sole discretion of the PHA without such discipline being a violation of this Agreement or being grievable through the grievance procedure established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 5.12 During the probationary period, employees shall earn sick leave and vacation as established by ARTICLE 8 (SICK LEAVE) and ARTICLE 9 (VACATIONS).

- 5.13 Employees shall have no seniority status during the probationary period. Upon the successful completion of the probationary period, employees shall be assigned a seniority date as of their first day of work.
- 5.14 The PHA reserves the right to extend the probationary period an additional 30 work days, by written notice to the employee.
- 5.2 Promotional Probationary Period. Regular employees promoted to a job classification covered by this Agreement with a higher pay grade shall serve a 6 continuous month promotional probationary period.
- 5.21 During a promotional probationary period employees may be returned by the PHA to their previously held job classification.
- 5.22 Employees returned to their previously held job classification shall suffer no break in their seniority or length of service for the purpose of benefits, and shall be compensated at the monthly salary received prior to the promotion (including a general increase if applicable with the provisions of Article 11).
- 5.23 The PHA reserves the right to extend the promotional probationary period an additional 30 work days, by written notice to the employee.
- 5.24 During a promotional probationary period a promoted employee may elect to return to the employee's previously held job classification, provided there is a vacancy.
- 5.3 Part-time Probationary Period. Regular part-time employees shall serve a probationary period equivalent to the total hours, (1,560), of a regular full-time employee's probationary period. Regular part-time employees will be allowed to use vacation after 6 calendar months of service.

ARTICLE 6: HOURS OF WORK

- 6.1 Normal Work Day. The normal work day shall be 8 hours of paid time, consisting of 7-3/4 consecutive hours of work, excluding and allowing for an additional 45 minute lunch period, of which 15 minutes is paid time.
- 6.2 Normal Work Week. The normal work week shall be 5 consecutive normal work days.
- 6.3 Work Schedules. The PHA retains the right to establish and modify the specific hours of work for employees to meet the operating and service needs of the Agency.
- 6.4 Rest Periods. Employees are allowed to take a paid rest period, not to exceed fifteen (15) minutes, during each four (4) hour period of work. In order to maintain operational efficiency employees shall take rest periods at a time and location approved by their supervisor.
- 6.5 No Guarantee. This ARTICLE shall not be construed as, and is not intended to be a guarantee of, any hours of work per normal work day or days per normal work week.

- 6.6 Notification of Absence. Employees shall be present for work at the start of their scheduled work day. Employees unable to be present at the start of their scheduled work day or who will be absent shall notify their supervisor, or designee, within 15 minutes of the start of their scheduled work day, except in the event of an emergency. Absences from work without such above prior notification or without the prior approval of the employee's supervisor shall constitute just cause for disciplinary action as provided by ARTICLE 17.
- 6.7 Flexible Work Schedules. The Employer may, at its sole discretion assign and/or approve flexible employee work schedules for full-time employees by modifying the specific hours of work for employees to meet the operating and service needs of the Agency under Section 6.3. In the event that the flexible employee work schedule assigned and/or approved by the Employer consists of four (4) ten (10) hour work days or flexible work schedules mutually agreed upon by the employee and the Employer, overtime shall be paid for all hours worked in excess of normally scheduled work hours per day and forty (40) hours per week.

ARTICLE 7: OVERTIME

- 7.1 Definition. Overtime shall be defined as all hours worked, which have been assigned or approved by an employee's supervisor, in excess of 40 hours during a normal work week or 8 hours during a normal work day except as modified by Article 6.7.
- 7.2 Prior Approval. Overtime shall have the prior approval of an employee's supervisor and the Department Director in accordance with the following:
- 7.21 Overtime, to a maximum of 10 hours per pay period may be assigned or approved by an employee's supervisor.
- 7.22 Overtime, in excess of 10 hours per pay period may be assigned or approved only with the prior approval, in writing, of the Department Director.
- 7.3 Rate of Overtime.
- 7.31 Overtime hours assigned or approved for regular employees covered under the FLSA shall be compensated at the rate of 1-1/2 hours for each 1 hour of overtime worked.
- 7.311 Overtime hours worked may be taken in payment or as compensatory time off, at the option of the employee, subject to the approval of the employee's Department Director or designee. Compensatory time off hours may be accumulated to not more than 40 hours.
- 7.312 Overtime hours worked and taken in the form of compensatory time off shall be taken only at a time approved by the employee's supervisor.
- 7.32 Overtime hours assigned or approved for regular employees not covered by FLSA (includes all classifications in B and C) shall be compensated at the

straight time rate of 1 hour for each 1 hour of overtime worked. The compensation shall be payment or compensatory time off, at the discretion of the Department Director.

7.4 Call Back

- 7.41 The PHA reserves the right to call back employees before the start of a normal work day or a normal work week and after an employee has completed a normal work day or normal work week.
- 7.42 Employees who are called back by the PHA shall receive credit for a minimum of two (2) hours pay or the actual hours worked, whichever is greater. The actual hours worked or the minimum two (2) hour call back credit shall be compensated in accordance with this Article, when applicable.
- 7.43 Employees called back two (2) hours or less prior to their actual work day shall complete the normal work day and be compensated only for the overtime hours worked in accordance with this Article.

ARTICLE 8: SICK LEAVE

- 8.1 Eligibility. Regular employees shall earn paid sick leave at the rate of 4.62 hours per pay period to a maximum of 15 days (120 hours) per year. Sick leave earned one pay period shall be credited to the employee at the end of the pay period.
- 8.2 Maximum Accumulation. Earned sick leave shall accumulate to a maximum of 300 days (2,400 hours).
- 8.3 Uses of Sick Leave. Accumulated sick leave may be approved for use by a regular employee for only the following reasons:
 - 8.31 In the event of personal illness or injury or doctor/dentist appointments, which prevents an employee from performing job duties and responsibilities, accumulated sick leave may be drawn until it is exhausted, subject to the approval of the employee's supervisor.
 - 8.32 In the event of a death in an employee's immediate family, sick leave may be drawn, subject to the approval of the employee's supervisor.
 - 8.321 Immediate family for this section shall be defined as an employee's spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, aunt, uncle, stepparent, grandchild, former guardian or ward, or those persons regarded as the employee's spouse or domestic partner, child, father-in-law, mother-in-law or grandchild.
 - 8.33 In the event of illness, injury, doctor/dentist appointments, or critical illness or injury, as "critical" is defined by the patient's physician, not covered by FMLA, in an employee's immediate family which requires the presence of the employee, sick leave may be drawn, subject to the approval of the employee's supervisor.

- 8.331 For the purposes of this section immediate family shall be defined as an employee's spouse, child, stepchild, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, aunt, uncle, stepparent, grandchild, former guardian and ward.
- 8.34 When the use of sick leave is approved the day or days of absence shall be deducted from an employee's accumulated sick leave.
- 8.35 Effective November 1, 2000, when an employee is on an approved Family Medical Leave, as defined by PHA's policy for FMLA, accumulated sick leave may be drawn.
- 8.36 Please refer to PHA employee handbook for current Minnesota Statutes.
- 8.4 Medical Verification. The PHA retains the right to require employees requesting the use of sick leave to provide medical evidence of illness or injury. Employees failing to provide such evidence when required shall be considered to be absent without pay.
- 8.5 Probationary Employees. Employees serving a probationary period, based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave until they have completed the equivalent of one calendar month of full time employment.
- 8.6 Abuse of Sick Leave. Abuse of the sick leave benefit shall be considered just cause for discipline of an employee, as established by ARTICLE 17 (DISCIPLINE AND DISCHARGE).
- 8.7 Employee Notification. Employees requesting approval of the use of sick leave shall have the personal responsibility of notifying their supervisor, or designee, in accordance with the provisions of ARTICLE 6, Section 6.6. Failure to provide such notification shall constitute just cause for disciplinary action as provided by ARTICLE 17.
- 8.8 Sick Leave Conversion. Effective June 1, 1988, full time employees who have accumulated a minimum of twenty (20) hours in excess of two hundred fifty (250) hours may elect to convert the hours in excess of two hundred fifty (250) to either annual leave or payment, in accordance with the schedule below. No employee may convert less than twenty (20) hours or more than eighty (80) hours per calendar year of sick leave to annual leave or pay. Conversions which are included in two of the percentages indicated in the table shall be converted at the appropriate rate for each proportion.

Sick Leave Percentage of Hourly

<u>Hours Accumulated</u>	<u>Rate of Pay or Vacation</u>
Over 250	25%
Over 360	30%
Over 576	35%
Over 792	40%
Over 1008	45%
Over 1224	50%
Over 1440	55%

8.9 Part-time Employees. Regular part-time employees shall earn sick leave benefits established by this ARTICLE subject to the following:

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

8.92 Regular part-time employees scheduled an average workweek of 20 hours or more shall earn prorated sick leave benefits as follows:

Full Time Equivalent (FTE)	.50 FTE	.51 FTE – .62 FTE	.63 FTE – .75 FTE	.76 FTE – .89 FTE	.90 FTE – 1 FTE
Hours Received	2.31	2.77	3.47	4.16	4.62

8.93 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn sick leave, but shall not be eligible to use sick leave for the first 30 days they have worked.

8.10 Severance. Upon separation from employment, except by reason of discharge, a regular employee or a deceased employee's estate shall be eligible for severance payment subject to the following conditions:

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

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

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

8.104 Lay-Off. In the event of a lay-off, as provided by ARTICLE 15, Section 15.5, employees shall be eligible for a severance payment with a minimum of 2 years

of continuous full-time employment and not less than 30 days of accumulated unused sick leave.

- 8.105 HCSP. One Hundred percent (100%) of all severance pay will be contributed to the employee's Health Care Savings Plan account.
- 8.11 Injury on Duty: Workers' Compensation Supplemental Benefit. Regular full-time or part-time employees who are injured in the performance of their job classification's duties and responsibilities, for which Workers' Compensation benefits are paid, shall receive a supplement to the Workers' Compensation benefits as follows:
- 8.111 The difference between the Workers' Compensation benefit for a normal work week and an employee's normal work week compensation shall be charged against the employee's earned sick leave. The amount charged shall be the difference, rounded to the nearest one-half (1/2) hour.
- 8.112 An employee may draw from earned sick leave until it is exhausted, at which time the supplemental benefit shall cease and the employee will receive only the Workers' Compensation benefits.
- 8.12 Normal Compensation. Under no circumstances will an employee, who options for the Workers' Compensation supplement benefit, receive compensation which is in excess of the employee's normal work day or normal work week's compensation.
- 8.13 No Duplication. Employees shall not be allowed to draw both Workers' Compensation benefits and sick leave benefits, except to the extent provided by Section 8.11 of this ARTICLE.
- 8.14 Increments. Sick leave may be drawn in fifteen (15) minute increments.

ARTICLE 9: VACATIONS

- 9.1 Schedule of Earned Vacation. Effective September 10, 2000, regular full-time employees shall earn paid vacation in accordance with the schedule of continuous employment in 9.11 through 9.15.
- 9.11 From the start of regular employment through four (4) continuous years of employment at the rate of 10 days per year (3.08 hours per pay period).
- 9.12 From the start of the fifth (5th) year of continuous regular employment through nine (9) years of continuous employment at the rate of 15 days per year (4.62 hours per pay period).
- 9.13 From the start of the tenth (10th) year of continuous regular employment through fourteen (14) years of continuous employment at the rate of 18 days per year (5.54 hours per pay period).

- 9.14 From the start of the fifteenth (15th) year of continuous regular employment through nineteen (19) years of continuous employment at the rate of 21 days per year (6.47 hours per pay period).
- 9.15 From the start of the twentieth (20th) year of continuous regular employment and thereafter at the rate of 24 days per year (7.39 hours per pay period).
- 9.16 From the start of the twenty-fifth (25th) year of continuous regular employment and thereafter at the rate of 27 days per year (8.31 hours per pay period).
- 9.2 Administrative Leave. Subject to supervisory approval and the approval of the Executive Director, regular employees may elect to take up to a maximum of ten (10) days administrative leave per 12 month administrative leave period (June 1 - May 31) by having the dollar value of the employee's wages for the administrative leave days deducted from the employee's gross annual wages, except that in no event shall the total of vacation days earned, inclusive of any sick leave conversion, and administrative leave days approved exceed thirty (30) days per administrative leave year.
- 9.21 Requests for administrative leave days to be credited in any June 1 to May 31 administrative leave year must be submitted by the May 15th preceding the June 1 start of the administrative leave period. All of the administrative leave days approved shall be credited to the employees' leave record as of June 1, and the deduction for the credited administrative leave days shall be applied pro rata to the employee's wages for each pay period during the 12 month administrative leave year.
- 9.22 When electing to take administrative leave days the employee shall agree to use all approved days during the administrative leave year for which they are requested, and the employee shall further agree to waive any claim for payment for any administrative leave days not taken during the administrative leave year. The Executive Director may approve the carry-over of unused administrative leave days past the end of the administrative leave year; and in that event the Executive Director shall specify the date by which any administrative leave days carried over must be used.
- 9.23 Administrative leave days for regular full-time employees may be requested and taken only in blocks of full work days (8 hours), not in hours or fractions of workday.
- Administrative leave days for regular part-time employees may be requested and taken only in blocks of work days as designated in Holiday Pay (see Article 10.52), not in hours or fractions of work day.
- 9.24 Since administrative leave days may be taken (with the approval of the employee's supervisor) at any time during the administrative leave year, but the corresponding adjustment to the employee's wages takes place over the entire 12 month period, an employee who takes administrative leave days and then terminates employment with PHA during the year may have been overpaid. In that event, the amount owing to the PHA shall be withheld from any final payments (for unused vacation or other) to which the terminating employee may be entitled, or the employee shall reimburse the Agency immediately upon

termination. In the event that an employee leaves PHA employment during the year without having used approved administrative leave days, the employee shall be reimbursed for all payroll adjustments for unused administrative leave made during the 12-month period.

- 9.3 Probationary Employees. Employees serving an original probationary period shall earn paid vacation, but shall not be eligible to use earned vacation until after the completion the first 6 months of the probationary period.
- 9.4 Scheduling of Vacation. Regular employees may apply for the use of earned vacation at a time and for a duration, which is approved by their supervisor, or designee. Prior to April 1 in the current year, the employee having the most master seniority will have preference regarding the selection of vacation time. After April 1st, the decision shall be based on first-come, first served. The approval of the use and duration of earned vacation is subject, in all cases, to the staffing and operational needs of the PHA and prior approval of the employee's supervisor.
- 9.5 Vacation Carry Over. Earned vacation in excess of 32 days (256 hours) may be carried over from one calendar year to another only with the approval of the Executive Director.
- 9.6 Vacation Cash Out. Regular Employees may be reimbursed for unused vacation time earned during the current year if the following conditions are met:
- 9.61 The employee earns at least fifteen (15) days per year of vacation leave;
 - 9.62 The employee has used at least ten (10) days of vacation time during the current year;
 - 9.63 No request for pay shall be for less than a total of one (1) day of vacation time or for less than full hour increments;
 - 9.64 Request for payment shall be submitted to Human Resources in the calendar year for which payment is requested;
 - 9.65 The employee may cash out the difference between the required minimum of ten (10) days used and the total amount of vacation earned in that calendar year. Vacation time carried forward from previous years may be used by the employee, but may not be cashed out under this Article; and
 - 9.66 The employee does not request administrative leave participation for the twelve (12) month period during which the vacation cash out request is made.
- 9.7 Separation. Regular employees who separate from employment shall be compensated for all earned vacation accumulated, as of the date of separation, with the following exceptions:
- 9.71 Newly hired employees who are terminated, or who voluntarily resign, during their original employment probationary period shall not be compensated for earned vacation.

9.72 Regular employees who resign without giving 14 calendar days written notice as established by ARTICLE 15.71 shall not be compensated for earned vacation.

9.8 Part-time Employees. Regular part-time employees shall earn paid vacation benefits established by this Article subject to the following:

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

9.82 Effective September 10, 2000, regular part-time employees scheduled an average work week of 20 hours or more shall earn vacation hours per pay period benefits in accordance with the following, as of the date of employment:

Full Time Equivalent (FTE)	0 - 4 years receives	5 - 9 years receives	10 - 14 years receives	15 - 19 years receives	20 - 24 years receives	25+ years receives
.50 FTE	1.54	2.31	2.77	3.24	3.70	4.16
.51 FTE - .62 FTE	1.85	2.77	3.35	3.89	4.47	5.0
.63 FTE - .75 FTE	2.31	3.47	4.16	4.85	5.54	6.24
.76 FTE - .89 FTE	2.77	4.16	5.0	5.85	6.66	7.5
.90 FTE - 1 FTE	3.08	4.62	5.54	6.47	7.39	8.31

9.83 Part-time employees serving a probationary period based on an original hire or rehire following separation, shall earn paid vacation, but shall not be eligible to use paid vacation until the completion of their probationary period as established by ARTICLE 5, Section 5.3.

9.9 Increments. Vacation leave may be drawn in fifteen (15) minute increments.

ARTICLE 10: HOLIDAYS

10.1 Regular employees scheduled to a Monday through Friday work week shall observe the following 13 holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Two Floating Holidays	To be taken at a time approved by the employee's supervisor

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

10.3 Regular employees scheduled to a work week of other than Monday through Friday shall observe the 13 holidays established by 10.1 at such times as are agreed to by the employee and the employee's supervisor.

10.4 Eligibility.

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

10.42 To be eligible for the 2 floating holidays established by 10.1 an employee shall have worked for at least 6 continuous months in a calendar year.

To be eligible for 1 floating holiday an employee shall have worked for at least 2 continuous months in a calendar year. An employee may take the two floating holidays at any time during a calendar year. However, an employee terminating PHA employment must repay any pay received for floating holidays taken for which the employee was not eligible.

10.43 AFSCME employees working in the Maintenance Department who have not voluntarily used their floating holiday(s) by November 30th of each year will be subject to departmental scheduling of the floating holiday(s).

10.5 Part-time Employees.

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

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

Full Time Equivalent (FTE):	Holiday Pay
.50 FTE	4 hours of holiday pay
.51 FTE – .62 FTE	5 hours of holiday pay
.63 FTE – .75 FTE	6 hours of holiday pay
.76 FTE – .89 FTE	7 hours of holiday pay
.90 FTE – 1 FTE	8 hours of holiday pay

10.6 CHSP employees who work on Thanksgiving Day and Christmas Day will receive an additional \$6.00/hour for all actual hours worked.

ARTICLE 11: BAND/GRADE/SUBGRADE AND SALARY SCHEDULE

- 11.1 Compensation. Regular employees shall be compensated in accordance with their job classification's Band/Grade/Subgrade Salary Schedule assignment as established by Section 11.2.
- 11.2 Salary Schedule. Regular employees assigned to a job classification listed in Appendix A shall be compensated in accordance with their job classification's Salary Schedule Band/Grade/Subgrade assignment and the provisions of this Article.
 - 11.21 Second Language Proficiency. Employees who are proficient in a second language needed by the PHA will receive an additional \$1,000 per year, which will be paid quarterly as a lump sum and not added to the base salary. The PHA will maintain a list of the employees who are proficient in such second languages (including sign language). For an employee to be on the list, the employee's proficiency in the second language must be certified at least once every three years by an independent agency selected by the PHA; and the Department Director must affirm that the second language is required or used in conjunction with PHA employment. Placement on the list and eligibility for the payment are subject to the approval of the Department Director and Executive Director. Application of this sub-section is not grievable.

SALARY SCHEDULE

June 1, 2021

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A12</u>	<u>\$16.95</u>	<u>\$22.03</u>
<u>A13</u>	<u>\$18.55</u>	<u>\$24.12</u>
<u>B21</u>	<u>\$18.62</u>	<u>\$25.33</u>
<u>B22</u>	<u>\$19.56</u>	<u>\$26.61</u>
<u>B23</u>	<u>\$20.48</u>	<u>\$28.88</u>
<u>B24</u>	<u>\$21.41</u>	<u>\$31.72</u>
<u>B25</u>	<u>\$23.31</u>	<u>\$33.29</u>
<u>B31</u>	<u>\$25.63</u>	<u>\$34.86</u>
<u>B32</u>	<u>\$28.09</u>	<u>\$38.21</u>
<u>C41</u>	<u>\$28.42</u>	<u>\$40.35</u>
<u>C42</u>	<u>\$29.92</u>	<u>\$42.49</u>
<u>C43</u>	<u>\$32.18</u>	<u>\$45.69</u>

June 1, 2022

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A12</u>	<u>\$17.15</u>	<u>\$22.29</u>
<u>A13</u>	<u>\$18.77</u>	<u>\$24.41</u>
<u>B21</u>	<u>\$18.84</u>	<u>\$25.63</u>
<u>B22</u>	<u>\$19.79</u>	<u>\$26.93</u>
<u>B23</u>	<u>\$20.73</u>	<u>\$29.23</u>
<u>B24</u>	<u>\$21.67</u>	<u>\$32.10</u>
<u>B25</u>	<u>\$23.59</u>	<u>\$33.69</u>
<u>B31</u>	<u>\$25.94</u>	<u>\$35.28</u>
<u>B32</u>	<u>\$28.43</u>	<u>\$38.67</u>
<u>C41</u>	<u>\$28.76</u>	<u>\$40.83</u>
<u>C42</u>	<u>\$30.28</u>	<u>\$43.00</u>
<u>C43</u>	<u>\$32.57</u>	<u>\$46.24</u>

June 1, 2023

<u>BAND/ GRADE/ SUBGRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A12</u>	<u>\$17.36</u>	<u>\$22.56</u>
<u>A13</u>	<u>\$19.00</u>	<u>\$24.70</u>
<u>B21</u>	<u>\$19.07</u>	<u>\$25.94</u>
<u>B22</u>	<u>\$20.03</u>	<u>\$27.25</u>
<u>B23</u>	<u>\$20.98</u>	<u>\$29.58</u>
<u>B24</u>	<u>\$21.93</u>	<u>\$32.49</u>
<u>B25</u>	<u>\$23.87</u>	<u>\$34.09</u>
<u>B31</u>	<u>\$26.25</u>	<u>\$35.70</u>
<u>B32</u>	<u>\$28.77</u>	<u>\$39.13</u>
<u>C41</u>	<u>\$29.11</u>	<u>\$41.32</u>
<u>C42</u>	<u>\$30.64</u>	<u>\$43.52</u>
<u>C43</u>	<u>\$32.96</u>	<u>\$46.79</u>

- 11.3 Salary Increases. The granting of an annual salary increase to PHA employees is contingent upon the PHA's financial health, funding availability, budget authority, economic conditions, market factors and any and all other factors that could influence the PHA's ability to grant employees a salary increase. If the PHA and the Union negotiate a salary increase the increase will be granted in the following manner:

- 11.31 On June 1, 2021 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2021 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.
- 11.32 On June 1, 2022 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2022 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.
- 11.33 On June 1, 2023 the salary schedule published in Article 11.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%. On June 1, 2023 all regularly scheduled employees covered by this agreement whose salary is within the salary range will receive a 1.2% salary increase; and, all regularly scheduled employees who have completed their initial probationary period and whose salary is within the salary range will be moved to the next highest step (see Exhibit A – Step Grid) after the 1.2% increase is applied. The value of each step increase is 1.8%, which brings the total aggregate salary increase to 3.0%.
- 11.34 Any employee whose salary is at or above the salary range maximum or whose salary would exceed the new salary range maximum after the salary increase in Article 11.32 is applied on June 1, 2021, June 1, 2022 and June 1, 2023, shall receive the balance of the salary increase in cash, paid in quarterly lump sum payments for all hours worked and not be added to the employee's base salary.
- 11.35 To receive an annual salary increase, an employee's most recent overall performance appraisal rating must have been "Meets Requirements/Satisfactory Performance" or better. A performance rating that results in denial of an employee receiving a salary increase is grievable through Step II of the grievance procedure.
- 11.4 Promotion. Regular employees promoted to a job classification with a higher Band/ Grade/Subgrade shall, effective the date of the promotion, either be moved to the Yearly Minimum of the new Band/Grade/Subgrade or be moved to the next highest step which represents a minimum 10% increase, whichever is greater. An employee has the ability to negotiate a greater than standard increase when promoted. Such factors as longevity, past performance appraisal ratings, ability and aptitude for the new position may be considered by the PHA. A decision to grant an increase greater than the standard promotional increase must receive prior approval of the Executive Director. The PHA's decision is not grievable.

Promoted employees, shall, upon the successful completion of the probationary period, receive a one step increase. No promoted employee shall receive an increase which would exceed the Salary Schedule Maximum of the new Band/Grade/Subgrade.

- 11.5 Reclassification: Employees reclassified to a higher band/grade/subgrade will remain on their current step in the new band/grade/subgrade. Employees will not serve a probationary period nor will they receive an increase after 6 months in the new Band/Grade/Subgrade.
- 11.6 Initial Probationary Period Increase. Regular employees shall receive a one step increase upon satisfactory completion of the initial probationary period as established by ARTICLE 5, Section 5.1 and 5.3. If, on June 1st the employee is still within the initial probationary period, the employee will receive the general increase. To receive an increase, an employee must have job performance that is rated "Meets Requirements/Satisfactory Performance" or better.
- 11.7 New Job Classification. In the event the PHA establishes a new job classification, the compensation of the new job classification shall be subject to negotiations with the UNION.
- 11.8 Automobile Expense.
 - 11.81 Mileage. Employees authorized to use their vehicles in the performance of official PHA business shall be compensated at the I.R.S. non-taxable mileage allowance. The Monthly Mileage Allowance Report shall be submitted for payment no later than the 20th of the month following the month in which they were incurred. The rate change will be effective the 1st of the month following receipt of official written notification from the I.R.S.
 - 11.82 Parking. Employees required by the PHA to have available, on a daily basis, their personal vehicle for official PHA business shall be reimbursed in accordance with the policy established by the PHA Board.
 - 11.83 If an employee, assigned to the Central Office, is not required to have their own automobile available daily, but must have it available OCCASIONALLY during employment, the employee, with prior approval of the Department Director, shall be paid at the rate of \$5.00 per day or actual parking expenses, if higher, to a maximum of \$12.00 per day, for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed I.R.S. non-taxable mileage allowance for each mile actually driven.

Effective the first of the month following the ratification of this contract. An employee assigned to a work location in downtown St. Paul, who does not receive parking provided by the employer, will receive a transportation allowance of \$75.00 per month or \$65.00 per month if the employee purchases a metro mass transportation pass through the PHA.

This section does not apply to travel expenses relating to training and conferences. Employees incurring travel expenses relating to training and conferences will be reimbursed for those expenses pursuant to the Personnel Policies for All Employees.

11.9 Regular Part-time Employees. Regular part-time employees assigned to a job classification established by APPENDIX A shall be compensated at a pro-rated hourly rate.

11.10 Tuition Reimbursement. The tuition reimbursement program is described in the PHA Personnel Policy.

11.11 Temporary Assignment.

11.111 At the sole discretion of the EMPLOYER, an employee may be assigned to a job classification in a higher Band/Grade/Subgrade by the employee's supervisor with the prior approval of the Executive Director to perform full duties and responsibilities of that position.

11.112 If the assignment is for an entire scheduled work day, an employee shall be paid the minimum salary of the higher Band/Grade/Subgrade or a five (5) percent increase, whichever is greater, for that day.

11.113 All paid leave taken during the period of temporary assignment will be compensated at the higher rate in accordance with Section 11.112.

11.12 Executive Director Discretionary Salary Increase. The Executive Director has the discretion to grant up to an additional \$50,000 per fiscal year to employees based on various market and/or job performance factors which may include:

- desire to retain an employee,
- need to pay an employee appropriately when the market rate dictates,
- desire to reward an employee for outstanding job performance and service to the Agency,
- need to adjust an employee's pay to bring the employee in line with other employees' pay.

At the discretion of the Executive Director, this pay may be awarded as a lump sum which is not added to the employee's base salary, it may be added to the employee's base salary in addition to the general increase and step increase granted to all AFSCME employees, or additional days off may be added to the employee's accrued leave time. (The dollar value of the days off awarded will be considered part of the \$50,000 total.) If the discretionary salary increase is added to the employee's base salary, the salary must remain within the established pay range for the employee's job classification. This discretionary salary increase is not grievable. The Executive Director will report annually to the Board all such discretionary salary increases granted.

11.13 On Call AFSCME Employee's will be paid 1.5 times one hour of an employee's hourly rate for each day (Monday through Sunday) that an employee is on call.

ARTICLE 12: INSURANCE

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

12.2 Health and Hospitalization Insurance.

12.21 Single Coverage. For single coverage of eligible and enrolled full-time regular employees the PHA shall contribute the amounts stated in Article 12.24.

12.22 Dependent Coverage. For dependent coverage of all eligible and enrolled full-time regular employees the PHA shall contribute the amounts stated in Article 12.24.

12.23 Preventive Insurance Option. Eligible regular employees may elect to enroll in one of the preventive insurance programs established by the PHA. Coverage shall not exceed the amounts established by 12.21 and 12.22 for participating employees.

12.24 The amounts paid by the PHA toward the cost of employee medical insurance for July 1, 2021, July 1, 2022, and July 1, 2023; are as follows:

July 1, 2021 – June 30, 2022	
Single:	\$ 897
Single +1:	\$1,405
Family:	\$1,604

July 1, 2022 – June 30, 2023	
Single:	\$ 929
Single +1:	\$1,455
Family:	\$1,661

July 1, 2023 – June 30, 2024	
Single:	\$ 962
Single +1:	\$1,506
Family:	\$1,720

If the premium is less than the amount(s) stated above, the PHA will contribute up to the insurance premium amount only.

12.3 Dental Care Insurance.

12.31 Effective July 1, 1987 full-time regular employees shall be enrolled in the dental care insurance program established by the contract between the PHA and an insurance carrier.

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

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

- 12.4 Payroll Deduction. The difference between the monthly costs of the group insurance plans and the PHA's contributions established by Sections 12.2 and 12.3 of this Article shall be paid by enrolled employees through payroll deduction.
- 12.5 Voluntary Participation. Participation by any eligible regular employee in the insurance plans established by this Article is voluntary. Eligible regular employees who choose not to participate shall receive no additional compensation in lieu thereof.
- 12.6 Claims Against the AGENCY. The PHA and the UNION agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policies contracted by the PHA and an insurance carrier pursuant to this Article. The PHA's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the PHA as a result of denial of insurance benefits or eligibility by an insurance carrier.
- 12.7 Duration of Insurance Contributions. Full-time regular employees shall be eligible for PHA contributions as provided in this Article as long as the employee is in a payroll status of the PHA. Upon termination of employment, all PHA contributions shall cease, effective on the last working day, except as provided by 14.12.
- 12.8 Maintenance of Insurance Specifications. The benefit specifications of the group hospital-medical insurance plan established by 12.21, 12.22 and 12.23 shall not be reduced during the term of this Agreement, unless required by law.
- 12.9 Part-time Employees. Regular part-time employees shall be eligible for hospital-medical insurance and dental insurance participation and contributions established by ARTICLE 12, Section 12.2, subject to the following:
- 12.91 Regular part-time employees scheduled an average work week of 20-29 hours shall be eligible for insurance participation with a PHA contribution of 75% of the amount the PHA pays for employee coverage and 75% of the amount the PHA pays for dependent coverage.
- 12.92 Regular part-time employees scheduled an average work week of 30 hours or more shall be eligible for insurance participation and the PHA contributions as established by Section 12.2.

ARTICLE 13: UNPAID LEAVES OF ABSENCE

- 13.1 Leave Without Pay. Employees may apply for unpaid leaves of absences for periods not to exceed twelve (12) calendar months. A longer leave of absence may be granted only for valid medical reasons, as stated in Section 13.14 below. Approval of such leave shall be at the sole discretion of the EMPLOYER (by its Executive Director or the person designated by the Executive Director) and shall not be grievable under ARTICLE 18 of this AGREEMENT.
- 13.11 All requests for unpaid leaves of absence in excess of three (3) consecutive work days must be submitted in writing to the employee's immediate supervisor thirty

(30) calendar days prior to the commencement of the requested leave except when extenuating circumstances such as medical emergencies arise. A request for unpaid leave of absence for three (3) consecutive work days or less may be approved at the discretion of the employee's immediate supervisor. Such request shall be made by the employee as soon as possible in advance of the requested leave, but the notice may be less than thirty (30) calendar days.

- 13.12 Employees who request an unpaid leave of absence for reasons other than medical may request an extension(s) of the leave, but the total leave, including the extension(s), shall not exceed twelve (12) calendar months.
- 13.13 Employees granted a leave of absence of three (3) months duration or less (total of paid and unpaid absence) shall be restored to their prior position or a position of equal pay in this bargaining group providing they meet the qualifications of the position when they return. However, under no circumstances shall a returning employee use seniority for the purpose of bumping into a position. For absences extending beyond three (3) months, (except absences comprised entirely of paid leave), no assurance of a position shall be made and the Employer's decision shall not be grievable under ARTICLE 18.
- 13.14 If the request for unpaid leave is for valid medical reasons, and is of a duration of three months or less (total of paid and unpaid absence), the employee may elect to retain a maximum of 40 hours accumulated sick leave and a maximum of 40 hours accumulated vacation leave plus any floating holidays. If the unpaid leave is for a period of over three months, the EMPLOYEE must have exhausted all accumulated sick and vacation leave and available floating holidays prior to commencing the unpaid leave. For medically valid reasons extension(s) for up to twelve (12) calendar months may be granted by the Executive Director for a maximum leave of two (2) years of unpaid absence. For medically valid reasons an employee's immediate supervisor may grant up to ten (10) days of unpaid leave of absence immediately following exhaustion of the employee's paid sick leave.
- 13.15 If the request is for reasons other than medical, and is of a duration of three months or less (total of paid and unpaid absence), the employee may elect to retain a maximum of 40 hours accumulated vacation leave plus any floating holidays. If the unpaid leave is for a period of over three months, the employee must have exhausted their accumulated vacation and floating holidays prior to beginning the unpaid leave of absence.
- 13.16 The PHA retains the right to evaluate all requests for leave of absence without pay based upon the service needs of the PHA and the relevant circumstances of each case. The PHA shall determine whether or not the leave request will be approved and for what duration and shall not be grievable under ARTICLE 18-Grievances.
- 13.17 Employees shall accrue master seniority and job classification seniority while on an unpaid leave of absence for the purpose of determining employee rights under Section 15.5, Lay-Off and Section 16.5, Job Posting. Employees on unpaid leave of absence may participate in the PHA-provided health insurance coverage provided they pay the full premium, and any applicable service fee,

beginning the first day of the unpaid status. Employees on unpaid leave of absence shall not accrue annual leave, sick leave or master seniority for the purpose of determining annual leave. Where employees within a job series are eligible for promotion to a higher job classification within the job series after a specified length of service, periods of unpaid absence shall not be included in determining length of service.

- 13.18 An employee who retains accumulated paid leave or floating holidays while on unpaid leave, as permitted under Sections 13.14, 13.15, or 13.22 of this Article, may not utilize that paid leave until the Employee returns to active employment status.
- 13.2 Parental Leave. Parental leave refers to leave of absence without pay taken by an employee immediately before and/or after the birth of an employee's child or to the employee's spouse. Parental leave shall be granted to regular employees under the procedures established in ARTICLE 13.1 - Leave Without Pay and in accordance with the following provisions:
- 13.21 A male or female employee may use up to six (6) weeks of accumulated sick leave in conjunction with the unpaid absence. A female employee may use additional accumulated sick leave if she is temporarily disabled and unable to perform the full duties and responsibilities of her position as long as the attending physician states in writing that her absence from work is mandatory for health reasons. See also Section 8.3 regarding an employee's right to use sick leave due to a serious illness in the family. Prior to returning to work, the employee may be required by the Employer to provide medical verification of her ability to return to her position.
- 13.22 An employee who takes a parental leave of six (6) weeks or less can retain or use as much accumulated vacation leave as the employee has accrued. An employee who takes a parental leave beyond six (6) weeks but less than three (3) months, may elect to retain a maximum of 80 hours accumulated vacation time plus any floating holidays. If the parental leave is for a period of over three months, the employee must exhaust all accumulated vacation leave prior to returning to unpaid status.
- 13.23 Employees utilizing Parental Leave shall be reinstated to their former, or similar position if they return to work within three (3) months of commencing their paid and unpaid leave. Employees returning to work after three (3) months of absence shall be reinstated, whenever possible, to a vacant position covered by this AGREEMENT, provided they meet the qualifications and other conditions of employment as determined by the EMPLOYER. Such reinstatement shall not be grievable under ARTICLE 18 - Grievances.
- 13.3 Military Leave. Military leaves of absence shall be granted by the PHA in accordance with and subject to the conditions of applicable law.
- 13.4 Family and Medical Leave Act. Family Medical Leave shall be granted in accordance with and subject to the conditions of applicable law. The Employer's Family Medical Leave Policy is contained in the PHA's Personnel Policies for all Employees.

- 13.5 Union Leave. An employee may take up to a maximum of five (5) working days per occurrence of union leave, as defined by the Minnesota Public Employee Labor Relations Act, subject to supervisor approval. At the employee's option, this time may be taken without pay.

ARTICLE 14: RETIREMENT

- 14.1 Retirement. Regular employees may elect to retire pursuant to the following:

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

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

14.121 Severance payment, provided they qualify in accordance with the provisions of Section 8.10 of ARTICLE 8.

14.122 Participation in the group hospital-medical program as established by Section 12.2 of ARTICLE 12 until the employee becomes eligible for Medicare.

14.1221 Eligible employees shall continue to have the PHA's contribution, established by 12.21, made on their behalf.

14.1222 Eligible employees shall be allowed to continue to participate in the dependent insurance coverage, established by 12.22, by paying the full cost of the monthly premium.

14.13 Regular employees who are eligible for retirement shall give written notice at least 14 calendar days, excluding approved vacation periods, prior to the effective date of retirement.

- 14.2 Retirement Program.

14.21 The employee's retirement program, established by the Board and subject to HUD guidelines and approval, is provided and described in the "PENSION PLAN" established for this purpose.

ARTICLE 15: SENIORITY AND SEPARATION

- 15.1 Definitions.

15.11 Master Seniority shall be defined as an employee's length of continuous employment.

- 15.12 Job Classification Seniority shall be defined as an employee's length of continuous employment in an individual job classification covered by this AGREEMENT.
- 15.121 Job Classification Seniority shall reflect the length of continuous employment in an individual job classification as determined by the employer. The employer will determine if job classification seniority continues or starts anew when a job classification has a change in title or Band/Grade/Subgrade. This determination is non-grievable and non-arbitrable.
- 15.13 On or before January 10 of each year, the EMPLOYER shall furnish to the UNION seniority lists showing each employee's accumulated Master and Job Classification Seniority as of January 1.
- 15.2 Probationary Period. Employees serving an original probationary period as established by ARTICLE 5, Section 5.1 shall not acquire seniority until the successful completion of the probationary period. Following the completion of the probationary period an employee's seniority shall revert to the date of employment.
- 15.3 Vacation. Employees shall earn vacation as established by ARTICLE 9, Section 9.1 based on the length of their Master Seniority.
- 15.4 Temporary Filling of Vacancies. The PHA reserves the right to fill vacancies on a "temporary" or "as needed" basis until the completion of the selection process, emergency work load or the incumbent returns to work. The filling of a vacancy on a "temporary" basis shall not be used to violate the posting provisions of ARTICLE 16 - JOB POSTING.
- 15.5 Lay-Off. The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay-off. Employees shall be laid-off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal. In case job classification seniority between two employees is equal, master seniority shall prevail. If it is necessary to reduce personnel, temporary employees, other employees, interns, and government program employees, within a specific job classification, shall be separated from employment with the PHA before regular employees in that job classification.
- 15.51 Employees who have completed their original probationary period shall be given at least fourteen (14) calendar days notice prior to lay-off.
- 15.52 Employees laid-off by the EMPLOYER shall retain recall rights for a period of two (2) years from the date of lay-off. If an opening occurs in the job classification from which the employee was laid-off within the two-year recall period the employee will be recalled to fill that position provided that at the time of recall the employee meets the qualifications and other conditions of employment as determined by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation

of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

15.53 Employees laid off in one job classification shall have the right to replace an employee in a lower paid job classification, within their department in accordance with ARTICLE 15.5 provided:

15.531 The employee has successfully completed a probationary period in the lower job classification; and

15.532 The employee's most recent performance evaluation is satisfactory.

15.54 An employee shall notify the EMPLOYER in writing of his/her intent to exercise replacement rights within seven (7) calendar days of receipt of lay-off notice.

15.55 On voluntary demotions, the employee's salary shall be reduced to the lesser of:

- 1) The salary range maximum of the lower Band/Grade/Subgrade or
- 2) The step that is closest to the following amount: a 5% pay decrease for a movement of one Band/Grade/Subgrade and an additional 1% pay decrease for a movement of each additional Band/Grade/Subgrade (for example, a demotion from Band/Grade/ Subgrade B24 to B23 will be 5% less, Band/Grade/Subgrade B24 to B22 will be 6% less, etc.).

15.56 Employees who are demoted as a result of a job reclassification to a lower Band/Grade/Subgrade or organizational changes imposed by the Agency will be allowed to retain their current wage rate. If the employee's wage rate is above the salary range maximum of the new position, the employee's wage rate will be "red circled" until such time as the salary range maximum increases to contain the employee's wage rate.

15.6 Loss of Seniority. Employees who separate from employment shall lose their seniority.

15.7 Separation. Regular employees shall be considered separated from employment with the PHA based on the following actions:

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

15.72 Retirement. As provided by ARTICLE 14.

15.73 Discharge. As provided by ARTICLE 17.

15.74 Termination During the Probationary Period. As provided by ARTICLE 5.

15.75 Failure to Report for Work. Employees who fail to report for work without notification to their supervisor, or designee, for 3 consecutive work days shall be

considered to have resigned from employment, unless because of an emergency such notice could not have been given.

- 15.8 Re-employment. A regular employee rehired following separation, for a reason established by this Article, shall be considered a new employee and shall serve a probationary period in accordance with Section 5.1 of ARTICLE 5 (PROBATIONARY PERIOD).

ARTICLE 16: JOB POSTING

- 16.1 Job vacancies within this bargaining unit will be posted at each work site for five (5) work days.
- 16.2 A promoted employee shall be subject to the conditions of Section 5.2 - Promotional Probationary Period.
- 16.3 An employee who applies for a posted job vacancy and is not selected will be notified to that effect in writing.
- 16.4 Job vacancies within this bargaining unit shall be filled whenever practicable by transfer or promotion from within. The EMPLOYER retains the right of final decision in the selection process.
- 16.5 Employees shall be promoted or transferred on the basis of job-relevant qualifications. An employee's performance will be considered in addition to personal professional qualifications. In the event that the job-relevant qualifications of employees are equal, Master Seniority shall prevail. An employee who has received one written disciplinary action within the last one year (365 calendar days) shall not be eligible for a promotion or transfer.
- 16.6 To be considered for a job vacancy an employee must:
- 16.61 Apply for the job opening in the manner specified in the job posting;
 - 16.62 Meet the qualifications and other conditions of employment of the job classification as determined by the EMPLOYER; and
 - 16.63 Have received a rating of satisfactory or better in the employee's most recent performance evaluation.
- 16.7 Job vacancies may be simultaneously posted internally and announced externally.

ARTICLE 17: DISCIPLINE AND DISCHARGE

- 17.1 Disciplinary Actions. The PHA shall have the right to impose disciplinary action on employees for just cause. Disciplinary action by the PHA may include any of the following actions:

Oral reprimand;
Written reprimand;
Suspension;
Demotion; or
Discharge.

- 17.2 Right to Grievance Procedure. Regular employees who receive a written notice of reprimand, are suspended, demoted, or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by ARTICLE 18 (GRIEVANCE PROCEDURE).
- 17.3 Just Cause For Termination. In the event an employee receives a second disciplinary action (one at the written warning level and one at the suspension without pay level) within a rolling 12 month period, such second disciplinary action shall be considered just cause for termination of employment.
- 17.4 Discharge. Regular employees who are to be discharged will first be suspended for 5 normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the grievance procedure.
- 17.5 Personnel Records. Employees may examine their own individual personnel records at reasonable times under the direct supervision of the EMPLOYER.
- 17.6 Written Notices Concerning Disciplinary Actions. Notices of written reprimands, suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. Such notices shall be read and acknowledged by signature of the employee as having been received. The employee and the UNION will receive a copy of such notices.
- 17.7 Formal disciplinary action (as defined in article 17.1) shall be administered in a private office.
- 17.8 Employees and supervisors will act in a professional and respectful manner towards each other. This subsection is not grievable.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of a specific term or condition of this Agreement.
- 18.2 Representative. The PHA shall recognize the Steward designated by the UNION in accordance with Section 3.5 of ARTICLE 3: UNION RIGHTS as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.
- 18.3 Processing of a Grievance. It is recognized and accepted by the UNION and the PHA that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal work day only when consistent with employee duties and responsibilities. The

aggrieved employee and the Steward shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and the actual amount of time to present the grievance to the PHA during normal working hours, provided that the employee and the Steward have notified and received the prior approval of their supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the PHA.

18.4 Procedure. Grievances, as defined by Section 18.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 14 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor who is not in the bargaining unit. The supervisor will discuss the alleged grievance and give an answer to such Step 1 grievance to the employee and, if in writing a copy to the UNION within 10 calendar days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within 10 calendar days following the Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the employee's Department Director. The Department Director shall give the UNION the PHA's Step 2 answer in writing within 10 calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within 10 calendar days following the Step 2 answer shall be considered waived.

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

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

18.5 UNION Grievance. Grievances initiated by the UNION shall be introduced at Step 3 and shall be subject to all other conditions of this Article.

18.6 Arbitrator's Authority.

18.61 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the PHA and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

18.62 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the PHA, the UNION, and the employees and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the evidence and testimony presented.

18.63 The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the PHA and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

18.7 Waiver.

18.71 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the PHA's last answer. If the PHA does not answer a grievance or appeal thereof within the 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 limit in each step may be extended by mutual written agreement of the PHA and the UNION.

18.72 The PHA and the UNION may mutually agree to waive any step or steps in this procedure.

18.8 Exclusive Remedy. This procedure shall be the sole and exclusive means of processing a grievance as defined by 18.1.

ARTICLE 19: NON-DISCRIMINATION

19.1 The provisions of this Agreement shall be applied equally by the PHA and the UNION to all employees in accordance with law.

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

ARTICLE 20: SEVERABILITY

- 20.1 The PHA and the UNION agree that it is their intention that this Agreement not be in conflict with federal or state law and rules or regulations properly promulgated thereunder.
- 20.2 Any provision(s) of this Agreement held to be contrary to law or rule or regulation by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, shall be void and of no force or effect. All other provisions of this Agreement shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

ARTICLE 21: WAIVER

- 21.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 21.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are fully set forth in this Agreement.
- 21.3 The PHA and the UNION each voluntarily and unqualifiedly waive the right to negotiate regarding the terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement. The parties may, upon mutual agreement, amend or modify any provision of this Agreement.

ARTICLE 22: MUTUAL PLEDGE

- 22.1 No Strike. For the duration of this Agreement, the UNION, its officers, agents, members, and the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment.
- 22.11 In the event the PHA notifies the UNION that an employee(s) may be violating 22.1 of this Article, the UNION shall immediately notify such employee in writing of the PHA's assertion and of the provisions of this Article.
- 22.12 An employee who violates any provision of this Article may be disciplined or discharged at the sole discretion of the PHA.
- 22.2 No Lock-Out. For the duration of this Agreement, the PHA will not "lock-out" an employee(s) covered by this Agreement because of a labor dispute with the UNION.

ARTICLE 23: DURATION

- 23.1 **Duration.** This Agreement shall become effective as of June 1, 2021, unless specifically provided otherwise herein, and shall remain in effect through May 31, 2024 and shall continue in effect from year to year thereafter unless changed or terminated in accordance with ARTICLE 23.2 of this Agreement.
- 23.2 **Notification.** Either party desiring to change this Agreement must notify the other in writing, at least 60 calendar days and not before 120 calendar days, prior to the expiration date specified in 23.1 of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such change, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same notice procedure as a proposed change.


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

FOR THE PUBLIC HOUSING AGENCY OF
THE CITY OF SAINT PAUL


FOR AFSCME, COUNCIL 5,
LOCAL 1854

Dated this 1 day of
December
_____, 2021

Dated this 6 day of
December
_____, 2021


Alicia Huckley (Dec 1, 2021 11:35 CST)


Jon Gutzmann (Dec 1, 2021 11:47 CST)


Bryce Wickstrom (Dec 6, 2021 12:16 CST)

**TITLES OF JOB CLASSIFICATIONS
BY BAND/GRADE/SUBGRADE
EFFECTIVE JUNE 1, 2021**

Band Grade Subgrade	Job Classification
A12	Administrative Support Assistant
A13	Administrative Support Technician
A13 *	Program Assistant
B22	Administrative Support Professional
B22	Accounting Technician I
B23	Resident Services Technician
B23 *	Housing Inspector
B23	Control Technician
B24	Project Technician
B24	Housing Choice Voucher Specialist
B24	Rental Office Specialist
B31	Multifamily Specialist
B32	Lead Housing Choice Voucher Specialist
C42	Accountant I
C42	Program Coordinator
C42	Human Services Coordinator
C42	Assistant Resident Services Manager
C43	Project Leader

* = Band/Grade is increased by one level due to credit for Working Conditions.

AFSCME step value: **1.8%**
EXHIBIT A- STEP GRID JUNE 1, 2021- MAY 31, 2022

PAY GRADE	RANGE MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A12	16.95	17.25	17.57	17.88	18.21	18.53	18.86	19.21	19.55	19.91	20.26
A13	18.55	18.88	19.23	19.57	19.93	20.28	20.64	21.02	21.39	21.78	22.17
B21	18.62	18.95	19.30	19.64	20.00	20.36	20.73	21.10	21.48	21.87	22.26
B22	19.56	19.92	20.27	20.63	21.01	21.38	21.77	22.16	22.56	22.96	23.38
B23	20.48	20.85	21.22	21.61	21.99	22.39	22.79	23.21	23.62	24.05	24.48
B24	21.41	21.80	22.19	22.59	22.99	23.41	23.83	24.26	24.69	25.14	25.59
B25	23.31	23.72	24.15	24.58	25.03	25.48	25.94	26.40	26.88	27.36	27.86
B31	25.63	26.10	26.57	27.04	27.53	28.02	28.53	29.04	29.57	30.11	30.65
B32	28.09	28.60	29.12	29.64	30.18	30.72	31.28	31.85	32.42	33.01	33.61
C41	28.42	28.93	29.45	29.98	30.51	31.06	31.61	32.18	32.76	33.35	33.94
C42	29.92	30.46	31.01	31.56	32.13	32.71	33.29	33.89	34.50	35.12	35.74
C43	32.18	32.76	33.35	33.94	34.55	35.17	35.80	36.45	37.11	37.78	38.46

PAY GRADE	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A12	20.62	21.00	21.37	21.76	22.03							
A13	22.57	22.97	23.39	23.81	24.12							
B21	22.67	23.07	23.49	23.91	24.35	24.78	25.23	25.33				
B22	23.80	24.23	24.66	25.11	25.56	26.02	26.48	26.61				
B23	24.93	25.37	25.83	26.29	26.77	27.25	27.74	28.23	28.74	28.88		
B24	26.06	26.52	27.00	27.49	27.98	28.49	29.00	29.53	30.07	30.60	31.15	31.72
B25	28.37	28.87	29.39	29.91	30.45	31.00	31.55	32.12	32.70	33.28	33.29	
B31	31.21	31.78	32.35	32.94	33.54	34.14	34.76	34.86				
B32	34.22	34.83	35.46	36.10	36.75	37.40	38.08	38.21				
C41	34.55	35.17	35.80	36.45	37.11	37.78	38.46	39.14	39.85	40.35		
C42	36.39	37.05	37.72	38.40	39.08	39.79	40.51	41.24	41.98	42.49		
C43	39.14	39.85	40.57	41.30	42.04	42.80	43.57	44.35	45.15	45.69		

AFSCME

step value: 1.8%

EXHIBIT A- STEP GRID JUNE 1, 2022- MAY 31, 2023

PAY GRADE	RANGE MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A12	17.15	17.46	17.78	18.09	18.43	18.75	19.09	19.44	19.78	20.15	20.50
A13	18.77	19.11	19.46	19.80	20.17	20.52	20.89	21.27	21.65	22.04	22.44
B21	18.84	19.18	19.53	19.88	20.24	20.60	20.98	21.35	21.74	22.13	22.53
B22	19.79	20.16	20.51	20.88	21.26	21.64	22.03	22.43	22.83	23.24	23.66
B23	20.73	21.10	21.47	21.87	22.25	22.66	23.06	23.49	23.90	24.34	24.77
B24	21.67	22.06	22.46	22.86	23.27	23.69	24.12	24.55	24.99	25.44	25.90
B25	23.59	24.00	24.44	24.87	25.33	25.79	26.25	26.72	27.20	27.69	28.19
B31	25.94	26.41	26.89	27.36	27.86	28.36	28.87	29.39	29.92	30.47	31.02
B32	28.43	28.94	29.47	30.00	30.54	31.09	31.66	32.23	32.81	33.41	34.01
C41	28.76	29.28	29.80	30.34	30.88	31.43	31.99	32.57	33.15	33.75	34.35
C42	30.28	30.83	31.38	31.94	32.52	33.10	33.69	34.30	34.91	35.54	36.17
C43	32.57	33.15	33.75	34.35	34.96	35.59	36.23	36.89	37.56	38.23	38.92

PAY GRADE	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A12	20.87	21.25	21.63	22.02	22.29							
A13	22.84	23.25	23.67	24.10	24.41							
B21	22.94	23.35	23.77	24.20	24.64	25.08	25.53	25.63				
B22	24.09	24.52	24.96	25.41	25.87	26.33	26.80	26.93				
B23	25.23	25.67	26.14	26.61	27.09	27.58	28.07	28.57	29.08	29.23		
B24	26.37	26.84	27.32	27.82	28.32	28.83	29.35	29.88	30.43	30.97	31.52	32.10
B25	28.71	29.22	29.74	30.27	30.82	31.37	31.93	32.51	33.09	33.68	33.69	
B31	31.58	32.16	32.74	33.34	33.94	34.55	35.18	35.28				
B32	34.63	35.25	35.89	36.53	37.19	37.85	38.54	38.67				
C41	34.96	35.59	36.23	36.89	37.56	38.23	38.92	39.61	40.33	40.83		
C42	36.83	37.49	38.17	38.86	39.55	40.27	41.00	41.73	42.48	43.00		
C43	39.61	40.33	41.06	41.80	42.54	43.31	44.09	44.88	45.69	46.24		

AFSCME

step value: 1.8%

EXHIBIT A- STEP GRID JUNE 1, 2023- MAY 31, 2024

PAY GRADE	RANGE MINIMUM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
A12	17.36	17.67	17.99	18.31	18.65	18.98	19.32	19.67	20.02	20.39	20.75
A13	19.00	19.34	19.69	20.04	20.41	20.77	21.14	21.53	21.91	22.30	22.71
B21	19.07	19.41	19.76	20.12	20.48	20.85	21.23	21.61	22.00	22.40	22.80
B22	20.03	20.40	20.76	21.13	21.52	21.90	22.29	22.70	23.10	23.52	23.94
B23	20.98	21.35	21.73	22.13	22.52	22.93	23.34	23.77	24.19	24.63	25.07
B24	21.93	22.32	22.73	23.13	23.55	23.97	24.41	24.84	25.29	25.75	26.21
B25	23.87	24.29	24.73	25.17	25.63	26.10	26.57	27.04	27.53	28.02	28.53
B31	26.25	26.73	27.21	27.69	28.19	28.70	29.22	29.74	30.28	30.84	31.39
B32	28.77	29.29	29.82	30.36	30.91	31.46	32.04	32.62	33.20	33.81	34.42
C41	29.11	29.63	30.16	30.70	31.25	31.81	32.37	32.96	33.55	34.16	34.76
C42	30.64	31.20	31.76	32.32	32.91	33.50	34.09	34.71	35.33	35.97	36.60
C43	32.96	33.55	34.16	34.76	35.38	36.02	36.66	37.33	38.01	38.69	39.39

PAY GRADE	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22
A12	21.12	21.51	21.89	22.28	22.56							
A13	23.11	23.53	23.95	24.39	24.70							
B21	23.22	23.63	24.06	24.49	24.94	25.38	25.84	25.94				
B22	24.38	24.81	25.26	25.71	26.18	26.65	27.12	27.25				
B23	25.53	25.98	26.45	26.93	27.42	27.91	28.41	28.91	29.43	29.58		
B24	26.69	27.16	27.65	28.15	28.66	29.18	29.70	30.24	30.80	31.34	31.90	32.49
B25	29.05	29.57	30.10	30.63	31.19	31.75	32.31	32.90	33.49	34.08	34.09	
B31	31.96	32.55	33.13	33.74	34.35	34.96	35.60	35.70				
B32	35.05	35.67	36.32	36.97	37.64	38.30	39.00	39.13				
C41	35.38	36.02	36.66	37.33	38.01	38.69	39.39	40.09	40.81	41.32		
C42	37.27	37.94	38.63	39.33	40.02	40.75	41.49	42.23	42.99	43.52		
C43	40.09	40.81	41.55	42.30	43.05	43.83	44.62	45.42	46.24	46.79		