

**PERSONNEL POLICIES FOR  
SUPERVISORY AND CONFIDENTIAL EMPLOYEES**

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

**December 1, 2021 – November 30, 2024**

**CONTENTS  
PERSONNEL POLICIES FOR  
SUPERVISORY AND CONFIDENTIAL EMPLOYEES**

**December 1, 2021**

	<u>PAGE</u>
ARTICLE 1: MANAGEMENT RIGHTS	3
ARTICLE 2: PROBATIONARY PERIOD	3
ARTICLE 3: HOURS OF WORK	4
ARTICLE 4: OVERTIME	4
ARTICLE 5: SICK LEAVE	5
ARTICLE 6: VACATION	8
ARTICLE 7: HOLIDAYS	10
ARTICLE 8: BANDS/GRADES/SUBGRADES AND SALARY SCHEDULE	11
ARTICLE 9: INSURANCE	16
ARTICLE 10: UNPAID LEAVES OF ABSENCE	18
ARTICLE 11: RETIREMENT	19
ARTICLE 12: SENIORITY, SEPARATION AND MISCELLANEOUS	19
ARTICLE 13: DISCIPLINE AND DISCHARGE	20
ARTICLE 14: GRIEVANCE PROCEDURE	21
ARTICLE 15: WAIVER	22
ARTICLE 16: EXECUTIVE DIRECTOR	22
ARTICLE 17: DURATION	23
EXHIBIT A SUPERVISORY AND CONFIDENTIAL EMPLOYEES	24
EXHIBIT B STEP GRID DECEMBER 1, 2021	28
EXHIBIT B STEP GRID DECEMBER 1, 2022	29
EXHIBIT B STEP GRID DECEMBER 1, 2023	30

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

**PERSONNEL POLICIES FOR  
SUPERVISORY AND CONFIDENTIAL EMPLOYEES**

**December 1, 2021**

**THESE POLICIES APPLY TO ALL SUPERVISORY AND CONFIDENTIAL POSITIONS LISTED IN EXHIBIT A (ATTACHED).**

**ARTICLE 1: MANAGEMENT RIGHTS**

- 1.1 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 these rights are specifically and expressly limited by these Policies.
- 1.2 Any and all management rights not specifically and expressly delegated or limited by these Policies are retained by the PHA.

**ARTICLE 2: PROBATIONARY PERIOD**

- 2.1 Original Employment Probationary Period. Regular full-time employees shall, as a condition of employment, serve a six (6) month continuous probationary period. The probationary period shall apply to all regular full-time employees, including former employees who are re-employed following separation.
  - 2.11 Employees may be terminated during the probationary period at the sole discretion of the PHA without such termination being a violation of these Policies or being grievable through the grievance procedure established by Article 14 (Grievance Procedure).
  - 2.12 During the probationary period, employees shall earn sick leave and vacation as established by Article 5 (Sick Leave) and Article 6 (Vacations).
  - 2.13 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.
  - 2.14 The PHA reserves the right to extend the probationary period an additional thirty (30) work days, by written notice to the employee.
- 2.2 Promotional Probationary Period. Regular full-time employees promoted to a position classification with a higher band/grade, and which is covered by these Policies, shall serve a six (6) continuous month promotional probationary period.
  - 2.21 During a promotional probationary period, employees may be returned by the PHA to their previously held position classification.
  - 2.22 Employees returned to their previously held position classification shall suffer no loss of their seniority or break in their length of service for the purpose of benefits, and shall be

compensated at the monthly salary received prior to the promotion (including an annual increment and a general increase, if applicable, according to the provisions of Article 8 [Bands/Grades/Subgrades and Salary Schedule]).

- 2.23 The PHA reserves the right to extend the promotional probationary period an additional thirty (30) work days, by written notice to the employee.
  - 2.24 During a promotional probationary period, a promoted employee may elect to return to the employee's previously held position classification, provided there is a vacancy.
- 2.3 Part Time Probationary Period. Regular part time employees shall serve a probationary period equivalent to the total hours (1,040) of a regular full time employee's probationary period.

### **ARTICLE 3: HOURS OF WORK**

- 3.1 Normal Work Day.
- 3.11 The normal work day for employees shall be eight (8) hours of paid time consisting of seven and three quarters (7 3/4) consecutive hours of work, excluding and allowing for an additional forty-five (45) minute lunch period, of which fifteen (15) minutes is paid time.
- 3.2 Normal Work Week. The normal work week shall be five (5) consecutive normal work days.
- 3.3 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 PHA. The PHA may, at its sole discretion assign and/or approve flexible employee work schedules by modifying the specific hours of work for employees to meet the operating and service needs of the Agency under this Article. 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.
- 3.4 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.
- 3.5 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.
- 3.6 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 immediate supervisor, or designee, within fifteen (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 immediate supervisor, shall constitute just cause for disciplinary action, as provided by Article 13 (Discipline and Discharge).

### **ARTICLE 4: OVERTIME**

- 4.1 Definition. Overtime shall be defined as all hours worked, which have been assigned or approved by an employee's supervisor, in excess of forty (40) hours during a normal work week or eight (8) hours during a normal work day, except as provided in Section 3.3.
- 4.2 Prior Approval. Overtime shall have the prior approval of an employee's supervisor and the Department Director in accordance with the following:

- 4.21 Overtime to a maximum of ten (10) hours per normal pay period may be assigned or approved by an employee's supervisor.
- 4.22 Overtime in excess of ten (10) hours per normal pay period may be assigned or approved only with the prior approval of the Department Director.
- 4.3 Rate of Overtime.
  - 4.31 Overtime hours assigned or approved for non-exempt employees shall be compensated at the rate of one and one-half (1 1/2) hours for each one (1) hour of overtime worked.
    - 4.311 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. Accumulated compensatory time shall not exceed forty (40) hours.
    - 4.312 Compensatory time off shall be taken only at a time approved by the employee's supervisor.
  - 4.32 Overtime hours assigned or approved for exempt supervisory employees (includes all supervisory classifications in B and C and above) shall be compensated at the employee's straight time rate of one (1) hour for each hour of overtime worked. The compensation shall be either payment or compensatory time off, at the discretion of the department director.

#### **ARTICLE 5: SICK LEAVE**

- 5.1 Eligibility. Regular full-time employees shall earn paid sick leave at the rate of 4.62 hours per pay period.
- 5.2 Maximum Accumulation. Earned sick leave shall accumulate to a maximum of 300 days (2,400 hours).
- 5.3 Uses of Sick Leave. Accumulated sick leave may be approved for use by a regular employee for only the following reasons:
  - 5.31 In the event of personal illness or injury which prevents an employee from performing the employee's duties and responsibilities, accumulated sick leave may be drawn until it is exhausted, subject to the approval of the employee's supervisor.
  - 5.32 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.
    - 5.321 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, stepparent, grandchild, aunt, uncle, 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.
  - 5.33 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, the employee can use accumulated sick leave, subject to the approval of the employee's supervisor.
    - 5.331 Immediate family shall be defined as an employee's spouse, child, step child, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, stepparent, grandchild, aunt, uncle, former guardian and ward or those persons

regarded as the employee's spouse or domestic partner, child, father-in-law, mother-in-law or grandchild.

- 5.35 When the use of sick leave is approved, the day or days of absence shall be deducted from an employee's accumulated sick leave.
- 5.36 When an employee is on an approved Family Medical Leave, as defined by PHA's policy for FMLA, accumulated sick leave may be drawn.
- 5.37 Use of unearned sick leave shall not be authorized.
- 5.4 Medical Verification. The PHA retains the right to require employees requesting the use of sick leave to provide a physician's verification of illness or injury. Employees failing to provide such evidence shall be considered to be absent without pay or may elect to have the absence charged to earned vacation.
- 5.5 Abuse of Sick Leave. Abuse of the sick leave benefit shall be considered just cause for discipline of an employee, as established by Article 13 (Discipline and Discharge).
- 5.6 Employee Notification. Regular 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 3, Section 3.6. Failure to provide such notification shall constitute just cause for disciplinary action as provided by Article 13 (Discipline and Discharge).
- 5.7 Sick Leave Conversion. Regular 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.

<u>Sick Leave Hours Accumulated</u>	<u>Percentage of Hourly 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%

- 5.8 Retirement Pay. Sick leave may also be accumulated to the time of retirement. Should unused accumulated sick leave exist at the time of retirement, the PHA may pay to the employee, or the employee's estate, at least a part of it through a "retirement pay" provision under the following rules:
  - 5.81 The employee shall have worked for the Agency not less than five (5) years and shall have attained the age of 58 years or whose age plus years of service equals 85 or more.
  - 5.82 The employee shall have resigned for reason of retirement or permanent and total disability, as defined under the State worker's compensation law. In the event an employee is laid off due to lack of work or to budgetary cut-backs, the employee shall qualify for retirement pay, provided that the employee is not recalled within two (2) years, and further provided that the employee meets all other conditions at the time of lay-off.
  - 5.83 The retirement pay, shall be calculated and subtracted from the sick leave accumulation prior to calculation of severance pay in Article 5.11.

- 5.84 If the employee does not have sufficient sick leave for full compensation under the retirement pay program, that employee shall only receive compensation for the amount of sick leave accumulated.
- 5.85 Sick leave accumulated at the time of retirement, shall be used in calculating retirement pay at the rate of one (1) day of sick leave pay paid for each full year the employee worked for the Agency as a regular employee. If the employee is not eligible for participation in the severance pay program, the employee shall still be eligible for participation in the retirement pay program, provided that the employee meets the requirements.
- 5.86 HCSP. Eligible retirement pay will be contributed into a Health Care Savings Plan account at the rate of 70% of all eligible employees with less than 15 years of service; and at the rate of 100% for all eligible employees with 15 years or more of service.

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

- 5.91 Regular part-time employees scheduled an average work week of less than twenty (20) hours shall not earn sick leave benefits.
- 5.92 Regular part-time employees scheduled an average work week of 20 hours or more shall earn prorated sick leave benefits.

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

5.10 Severance Payment. Except in the case of discharge for cause, upon separation from employment a regular employee, or the employee's estate upon death, shall be eligible for a severance payment subject to the following conditions:

- 5.101 Eligibility. To be eligible for the severance payment, an employee shall have a minimum of ten (10) years of continuous regular employment with the PHA, not less than 480 hours of accumulated sick leave at the time of separation, and shall have separated from employment for reasons other than discharge for cause. If the accumulated sick leave hours fall below 480 hours due to retirement pay in Article 5.8, severance pay will be calculated on the remaining balance.
- 5.102 Amount of Severance Payment. 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.
- 5.103 Daily Rate of Pay. The daily rate of pay the employee received on the last day of employment prior to separation shall be used to calculate the amount of severance payment.
- 5.104 Lay-Off. In the event of a lay-off, as provided by Article 12 (Seniority, Separation and Miscellaneous), Section 12.5, employees shall be eligible for a severance payment with a minimum of two (2) years of continuous full-time employment and not less than thirty (30) days of accumulated sick leave.
- 5.105 HCSP. Eligible severance pay will be contributed to the employee's Health Care Savings Plan account at the rate of seventy percent (70%) for all eligible employees with less than 15 years of service and at the rate of one hundred (100%) for all eligible employees with 15 years or more of service.

- 5.11 Injury on Duty. Regular employees who are injured in the performance of their position classification's duties and responsibilities, for which worker's compensation benefits are paid, shall have the option of continuing in a normal compensation status subject to the following conditions:
- 5.111 The difference between the worker's compensation benefit for a normal work week and an employee's normal work week compensation shall be drawn from the employee's earned sick leave. The amount deducted shall be the difference, rounded to the closest one-half (1/2) hour.
  - 5.112 An employee may draw from earned sick leave until it is exhausted, at which time the benefit shall cease and only the worker's compensation benefits will be received.
  - 5.113 Employees who are off work and receiving worker's compensation benefits for fifteen (15) full work days or less in any given calendar year will continue to receive their normal benefits during this period of disability. For employees who are off work and receiving worker's compensation benefits, the PHA will pay the employer's share of health insurance premiums for up to three (3) months immediately after the employee exhausts all sick and annual leave; however, the PHA will not pay more than three (3) month's premiums in a calendar year.
- 5.12 Normal Compensation. Under no circumstances shall an employee, who opts for the worker's compensation supplement benefit, receive compensation which is in excess of the employee's normal work day's or normal work week's compensation.
- 5.13 No Duplication. Employees shall not be allowed to draw both worker's compensation benefits and sick leave benefits, except to the extent provided by Section 5.12 of this Article.
- 5.14 Increments. Sick Leave may be drawn in fifteen (15) minute increments.

## **ARTICLE 6: VACATION**

- 6.1 Schedule of Earned Vacation. All regular full-time employees shall earn paid vacation in accordance with the following schedule of continuous employment:
- 6.11 From the start of regular employment through four (4) continuous years of employment at the rate of 12 days per year (3.70 hours per pay period).
  - 6.12 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).
  - 6.13 From the start of the tenth (10th) year of continuous regular employment through fourteen (14) years of continuous regular employment at the rate of 18 days per year (5.54 hours per pay period).
  - 6.14 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).
  - 6.15 From the start of the twentieth (20th) year of continuous regular employment through twenty-four (24) years of continuous employment at the rate of 24 days per year (7.39 hours per pay period).
  - 6.16 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).



6.2 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 (December 1 - November 30) 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. The Executive Director shall not approve any request for administrative leave for an administrative leave year during which an employee plans to cash out vacation time.

6.21 Requests for administrative leave days to be credited in any December 1 to November 30 administrative leave year must be submitted by the November 15th preceding the December 1st start of the administrative leave period. All of the administrative leave days approved shall be credited to the employee's leave record as of December 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.

6.22 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.

6.23 Administrative leave days shall not be eligible for conversion to lump-sum cash reimbursements, as provided for in Article 6.6.

6.24 Administrative leave days may be requested and taken only in blocks of full work days (8 hours), not in hours or fractions of work days.

Administrative leave days for regular part-time employees may be requested and taken only in blocks of work days as designated in Holidays (see Article 7.52), not in hours or fractions of work day.

6.25 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 the 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. If an employee has a change in work hours that affects their FTE status their Administrative Leave will be cancelled and any necessary settlement will be made.

6.3 Scheduling of Vacation. Regular employees may apply for the use of earned vacation and/or administrative leave at a time and for a duration which is approved by their supervisor or designee. The approval of the use and duration of earned vacation and/or administrative leave is subject, in all cases, to the staffing and operational needs of the PHA and prior approval of the employee's supervisor.

6.4 Vacation Carry-Over. Earned vacation in excess of 35 days (280 hours) may be carried over from one calendar year to another only with the approval of the Executive Director.

- 6.5 Vacation Cash Out. Regular Employees may be reimbursed for unused vacation time earned during the current calendar year if the following conditions are met:
- 6.51 The employee earns at least fifteen (15) days per year of vacation leave;
  - 6.52 The employee has used at least ten (10) days of vacation time during the current year;
  - 6.53 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;
  - 6.54 Request for payment shall be submitted to the Human Resources department in the calendar year for which payment is requested;
  - 6.55 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
  - 6.56 The employee does not request administrative leave participation for the twelve (12) month period during which the vacation cash out request is made.
- 6.6 Separation. Regular employees who separate from employment shall be compensated for all earned vacation and administrative leave accumulated, as of the date of separation, with the following exceptions:
- 6.61 Regular employees who are terminated during their probationary period shall not be compensated for earned vacation.
  - 6.62 Regular employees who resign without giving written notice, as established by Article 12 (Seniority, Separation and Miscellaneous), shall not be compensated for earned vacation.
- 6.7 Part-Time Employees. Regular part-time employees shall earn paid vacation benefits established by the ARTICLE subject to the following:
- 6.71 Regular part-time employees scheduled an average work week of less than twenty (20) hours shall not earn vacation benefits.
  - 6.72 Regular part-time employees scheduled an average work week of twenty (20) hours or more shall earn vacation benefits per pay period in accordance with the following, as of 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	1.85	2.31	2.77	3.24	3.70	4.16
.51 FTE – .62 FTE	2.24	2.77	3.35	3.89	4.47	5.00
.63 FTE – .75 FTE	2.77	3.47	4.16	4.85	5.54	6.24
.76 FTE – .89 FTE	3.35	4.16	5.00	5.85	6.66	7.50
.90 FTE – 1 FTE	3.70	4.62	5.54	6.47	7.39	8.31

- 6.8 Increments. Vacation Leave may be drawn in fifteen (15) minute increments.

### **ARTICLE 7: HOLIDAYS**

- 7.1 Regular employees scheduled on a Monday through Friday work week shall observe the following thirteen (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
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25
Two Floating Holidays	To be taken at a time approved by the employee's supervisor. (See also Section 7.42)

7.2 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 the holiday.

7.3 Regular employees scheduled to a work week of other than Monday through Friday shall observe the thirteen (13) holidays established by 7.1 at such times as are agreed to by the employee and the employee's supervisor.

7.4 Eligibility.

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

7.42 To be eligible for the two (2) floating holidays established by 7.1, an employee shall have worked for at least six (6) continuous months in a calendar year. To be eligible for one (1) floating holiday, an employee shall have worked for at least two (2) continuous months in a calendar year.

An employee may take the two floating holidays at any time during calendar year. However, an employee terminating PHA employment must repay any pay received for floating holidays taken for which the employee was not eligible.

7.5 Part-Time Employees.

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

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

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

**ARTICLE 8: BANDS/GRADES/SUBGRADES AND SALARY SCHEDULE**

- 8.1 Compensation. Regular employees shall be compensated in accordance with their position classification's Salary Schedule Band/Grade assignment, as established by Section 8.2. Compensation for employees who have opted to receive administrative leave shall be adjusted in accordance with the provisions of Article 6 (Vacations), Section 6.2.
- 8.2 Salary Schedule. Regular employees assigned to a position classification listed in Exhibit A shall be compensated in accordance with their position classification's Salary Schedule Band/Grade assignment and the provisions of this ARTICLE.
- 8.21 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

Effective December 1, 2021 – November 30, 2022

<u>BAND/ GRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A13</u>	<u>\$18.98</u>	<u>\$24.67</u>
<u>B21</u>	<u>\$19.08</u>	<u>\$25.95</u>
<u>B22</u>	<u>\$20.02</u>	<u>\$27.23</u>
<u>B23</u>	<u>\$20.99</u>	<u>\$29.60</u>
<u>B24</u>	<u>\$21.91</u>	<u>\$32.45</u>
<u>B25</u>	<u>\$23.87</u>	<u>\$34.10</u>
<u>B31</u>	<u>\$26.26</u>	<u>\$35.71</u>
<u>B32</u>	<u>\$28.76</u>	<u>\$39.12</u>
<u>C41</u>	<u>\$29.10</u>	<u>\$41.32</u>
<u>C42</u>	<u>\$30.63</u>	<u>\$43.50</u>
<u>C43</u>	<u>\$32.97</u>	<u>\$46.82</u>
<u>C51</u>	<u>\$35.32</u>	<u>\$50.16</u>
<u>C52</u>	<u>\$37.77</u>	<u>\$53.64</u>
<u>D61</u>	<u>\$39.35</u>	<u>\$55.88</u>
<u>D62</u>	<u>\$40.96</u>	<u>\$58.16</u>
<u>D63</u>	<u>\$42.95</u>	<u>\$60.99</u>
<u>D71</u>	<u>\$45.34</u>	<u>\$64.38</u>
<u>D72</u>	<u>\$47.31</u>	<u>\$67.18</u>
<u>E81</u>	<u>\$48.95</u>	<u>\$69.51</u>

Effective December 1, 2022 – November 30, 2023

<u>BAND/ GRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A13</u>	<u>\$19.21</u>	<u>\$24.97</u>
<u>B21</u>	<u>\$19.31</u>	<u>\$26.26</u>
<u>B22</u>	<u>\$20.26</u>	<u>\$27.56</u>
<u>B23</u>	<u>\$21.24</u>	<u>\$29.96</u>
<u>B24</u>	<u>\$22.17</u>	<u>\$32.84</u>
<u>B25</u>	<u>\$24.16</u>	<u>\$34.51</u>
<u>B31</u>	<u>\$26.57</u>	<u>\$36.14</u>
<u>B32</u>	<u>\$29.11</u>	<u>\$39.59</u>
<u>C41</u>	<u>\$29.45</u>	<u>\$41.82</u>
<u>C42</u>	<u>\$31.00</u>	<u>\$44.02</u>
<u>C43</u>	<u>\$33.37</u>	<u>\$47.38</u>
<u>C51</u>	<u>\$35.75</u>	<u>\$50.76</u>
<u>C52</u>	<u>\$38.23</u>	<u>\$54.28</u>
<u>D61</u>	<u>\$39.82</u>	<u>\$56.55</u>
<u>D62</u>	<u>\$41.45</u>	<u>\$58.86</u>
<u>D63</u>	<u>\$43.46</u>	<u>\$61.72</u>
<u>D71</u>	<u>\$45.88</u>	<u>\$65.15</u>
<u>D72</u>	<u>\$47.88</u>	<u>\$67.99</u>
<u>E81</u>	<u>\$49.54</u>	<u>\$70.34</u>

Effective December 1, 2023 – November 30, 2024

<u>BAND/ GRADE</u>	<u>HOURLY MINIMUM</u>	<u>HOURLY MAXIMUM</u>
<u>A13</u>	<u>\$19.44</u>	<u>\$25.27</u>
<u>B21</u>	<u>\$19.54</u>	<u>\$26.58</u>
<u>B22</u>	<u>\$20.51</u>	<u>\$27.89</u>
<u>B23</u>	<u>\$21.50</u>	<u>\$30.32</u>
<u>B24</u>	<u>\$22.44</u>	<u>\$33.23</u>
<u>B25</u>	<u>\$24.45</u>	<u>\$34.92</u>
<u>B31</u>	<u>\$26.89</u>	<u>\$36.57</u>
<u>B32</u>	<u>\$29.46</u>	<u>\$40.07</u>
<u>C41</u>	<u>\$29.80</u>	<u>\$42.32</u>
<u>C42</u>	<u>\$31.37</u>	<u>\$44.55</u>
<u>C43</u>	<u>\$33.77</u>	<u>\$47.95</u>
<u>C51</u>	<u>\$36.18</u>	<u>\$51.37</u>
<u>C52</u>	<u>\$38.68</u>	<u>\$54.93</u>
<u>D61</u>	<u>\$40.30</u>	<u>\$57.23</u>
<u>D62</u>	<u>\$41.95</u>	<u>\$59.57</u>
<u>D63</u>	<u>\$43.99</u>	<u>\$62.46</u>
<u>D71</u>	<u>\$46.43</u>	<u>\$65.93</u>
<u>D72</u>	<u>\$48.46</u>	<u>\$68.81</u>
<u>E81</u>	<u>\$50.13</u>	<u>\$71.18</u>

- 8.3 General 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 grants a salary increase, the increase will be granted in the following manner:

- 8.31 On December 1, 2021 the salary schedule published in Article 8.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%.

On December 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 will be moved to the next highest step (see Exhibit B – Step Grid) after the 1.2% increase is applied. This brings the total aggregate salary increase to 3.0%.

On December 1, 2022 the salary schedule published in Article 8.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%.

On December 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 will be moved to the next highest step (see Exhibit B – Step Grid) after the 1.2% increase is applied. This brings the total aggregate salary increase to 3.0%.

On December 1, 2023 the salary schedule published in Article 8.2 will be adjusted by increasing the salary range minimums and maximums and the value of all steps by 1.2%.

On December 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 will be moved to the next highest step (see Exhibit B – Step Grid) after the 1.2% increase is applied. This brings the total aggregate salary increase to 3.0%.

- 8.32 Any employee whose salary is at or above the salary range maximum or whose salary would exceed the new salary range maximum after the above salary increases are applied on December 1, shall receive the balance of the salary increase in cash, paid in quarterly lump sum payments for all paid standard work hours and not added to the employee's base salary.

- 8.33 To receive a general and step 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.

#### 8.4 Promotion and Reclassification.

- 8.41 Regular employees who are advanced to a higher band/grade as a result of a promotion or reclassification shall, effective the date of the action, be moved to the next highest step which represents a minimum 10% increase or be moved to the minimum salary in the new band/grade, 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.

- 8.42 Promoted or reclassified employees shall, upon the successful completion of the probationary period, receive a one step increase. No promoted or reclassified employee shall receive an increase which would exceed the Salary Schedule Maximum of the new band/grade.

- 8.43 In the event a position classification is assigned to a lower band/grade, or an employee demotes to a job classification in a lower band/grade due to organizational changes imposed by the Agency, the employee's rate of pay shall be maintained at the former rate in the new lower band/grade. Employees in that classification whose rates of pay exceed

the maximum in the new lower band/grade shall be "red-circled" or frozen at the former rates of pay in the old pay range until such time as the maximum of their pay ranges exceed their assigned rates of pay.

- 8.5 Initial Probationary Period. If, on December 1st the employee is still within the initial probationary period, the employee will receive the general increase. Regular employees shall receive a one step increase upon satisfactory completion of the initial probationary period as established by Article 2. To receive an increase, an employee must have job performance that is rated "meets requirements/satisfactory performance" or better.
- 8.6 Each employee who is a Department Director or Deputy Executive Director shall receive in the form of additional direct compensation from the PHA an amount which does not exceed \$25.00 per month, if the employee makes contributions to a deferred compensation program. The amount of such additional direct compensation shall equal one-half of the employee's contribution during that month to a deferred compensation program. Such additional direct compensation shall cease if the deferred compensation program is canceled or if the employee's contribution ceases.
- 8.7 Employee Retention Salary Increase. A regular employee who has been on a payroll status for twelve continuous months or more and has been recruited by and/or received a job offer by another employer may be granted a salary increase in an effort to retain the employee. The Executive Director or his/her designee must verify the recruitment or job offer to be true and valid. The decisions whether to offer a retention salary increase and the amount of that increase are at the sole direction of the Executive Director. In making a determination to grant a retention salary increase, the Executive Director will consider factors including, but not limited to, the dollar amount of the external job opportunity, the employee's past performance at the PHA including performance appraisal ratings, salaries paid in the market place for comparable positions, and the availability of funding. The retention salary increase must remain within the established pay range for the employee's job classification. This retention salary increase is not grievable. The increase will become part of the employee's base salary. The Executive Director will report annually to the Board all such retention salary increases granted.
- 8.8 Executive Director Discretionary Salary Increase. The Executive Director has the discretion to grant up to an additional \$30,000 per fiscal year to employees based on various market and/or job performance factors which may include:
- o desire to retain an employee,
  - o need to pay an employee appropriately when the market rate dictates,
  - o desire to reward an employee for outstanding job performance and service to the Agency,
  - o 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 S & C 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 \$30,000 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.
- 8.9 New Job Position Classification. In the event the PHA establishes a new position classification, the compensation for the new position classification shall be determined by the Board.
- 8.10 Automobile Expense.
- 8.101 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 rate.

8.102 Parking. Employees required by the PHA to have their personal vehicle available for official PHA business shall be reimbursed their actual parking expense up to a maximum amount approved by the Executive Director.

8.11 Interim/Temporary Assignments.

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

8.112 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 ten (10) percent increase whichever is greater, for that day. An employee has the ability to negotiate a greater than standard increase when accepting an interim/temporary assignment. Such factors as longevity, past performance appraisal ratings, ability and aptitude for the interim/temporary position may be considered by the PHA. A decision to grant an increase greater than the standard increase must receive prior approval of the Executive Director. The PHA's decision is not grievable.

8.113 All paid leave taken during the period of Interim/Temporary Assignment will be compensated at the higher rate in accordance with Section 8.112

**ARTICLE 9: INSURANCE**

9.1 Selection of Carrier. The selection of the insurance carrier and Policy shall be made by the PHA.

9.2 Health and Hospitalization Insurance.

9.21 Single Coverage. For single coverage for eligible full-time employees employed by the PHA who qualify for and are enrolled in the group health, hospitalization and major medical plan the PHA shall contribute the amounts stated in Article 9.23.

9.22 Dependent Coverage. For dependent coverage for all eligible full-time employees who qualify for and are enrolled in the medical plan the PHA shall contribute the amounts stated in Article 9.23.

9.23 The PHA contributions are as follows:

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

July 1, 2024 – June 30, 2025

Single:	\$ 996
Single +1:	\$1,559
Family:	\$1,781

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



- 9.4 Dental Care Insurance. Full-time regular employees shall be enrolled in the dental care insurance program established by the contract between the PHA and an insurance carrier.
- 9.41 The PHA shall contribute the full monthly premium cost for single coverage for all eligible regular full-time employees.
- 9.42 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 employees who qualify for and are enrolled in the plan.
- 9.421 The PHA shall contribute the full monthly premium cost for the dependent coverage option for those individuals classified at the Department Director or Deputy Executive Director level.
- 9.422 Those individuals at the Department Director or Deputy Executive Director level who elect not to have dependent coverage option shall receive direct compensation in an amount equal to the PHA's monthly cost for this type of coverage.
- 9.6 Payroll Deduction. The difference between the monthly costs of the group insurance plans and the PHA's contributions established by Section 9.22 shall be paid by enrolled employees through payroll deduction.
- 9.7 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.
- 9.8 Claims Against the Agency. 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.
- 9.9 Duration of Insurance Contributions. Regular employees shall be eligible for the 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 the PHA contributions shall cease, effective on the last working day, except as provided by Article 11 (Retirement).
- 9.10 Part-Time Employees. Regular part-time employees shall be eligible for hospital-medical and dental insurance participation and contributions established by this ARTICLE, subject to the following:
- 9.101 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 full-time employee coverage and 75% of the amount the PHA pays for full-time employee dependent coverage.
- 9.102 Regular part-time employees scheduled an average work week of thirty (30) hours or more; or employees who meet the definition in Article 11.3 (Retirement) and scheduled an average work week of twenty (20) hours or more, shall be eligible for insurance participation and the PHA contributions as established by Article 9 (Insurance).
- 9.11 Legal Defense. Except in cases of malfeasance in office or willful or wanton neglect of duty, the PHA shall defend, hold harmless and indemnify the employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission in the performance and scope of employee's duties.

## **ARTICLE 10: UNPAID LEAVES OF ABSENCE**

- 10.1 Leave Without Pay. Regular employees may submit a written request for a leave of absence without pay not to exceed twelve (12) calendar months. A request for a leave of absence without pay shall be subject to approval by the Executive Director.
- 10.11 While on a leave of absence without pay, an employee shall not be eligible for any benefits. Employees may continue to participate in the hospital-medical and dental insurance, established by Article 9 (Insurance), by paying the full monthly premiums.
- 10.12 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 the S & C group providing they meet the qualifications of the position when they return.
- 10.121 If the request for unpaid leave is for valid medical reasons, and is of a duration of three months or less (total 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.
- 10.122 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.
- 10.13 Employees who are sick and who have exhausted accumulated sick leave and/or vacation or have chosen to retain the maximum accumulated leave hours shall submit a written request for unpaid leave of absence. Employees failing to submit a written request for leave of absence without pay within fourteen (14) calendar days from the exhaustion of accumulated sick leave and/or vacation shall be considered to have resigned from employment unless, due to the nature or extent of the employee's illness or injury, such notice could not have been given. An unpaid leave of absence for medically valid reasons of illness or injury, which prevents the employee from performing job duties and responsibilities, shall be granted by the Executive Director for a period not to exceed twelve (12) calendar months. Upon written notification from the employee the unpaid leave of absence may, if approved by the Executive Director, be extended for an additional twelve (12) calendar month period.
- 10.14 Parental Leave. Parental leave refers to leave of absence without pay taken by an employee immediately before and/or after the birth of a child to the employee or the employee's spouse. Parental leave shall be granted to regular employees under the procedures established in Article 10.1 (Leave Without Pay) and in accordance with the following provisions:
- 10.141 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 5.34 regarding an employee's right to use sick leave due to a serious illness in the family.
- 10.142 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. Article 10.121 and 10.122 apply if an employee takes a parental leave beyond six (6) weeks.

10.143 A female employee may not return to work without a statement indicating the employee's fitness for duty and ability to perform the full duties and responsibilities of her position.

10.144 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 14 (Grievances).

#### **ARTICLE 11: RETIREMENT**

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

11.2 Retirement. Regular employees may elect to retire pursuant to the provisions of the pension plan.

11.3 Insurance Contribution after Retirement. Regular employees electing to retire

11.31 at the age of sixty (60) or later and who have at least ten (10) years of employment with the PHA; or

11.32 at the age of fifty-eight or later and who have at least twenty (20) years of employment with the PHA; or

11.33 whose age plus years of service equals 85 or more shall be eligible to have the PHA's insurance contribution, established by Article 9 (Insurance), made on their behalf until the employee becomes eligible for Medicare; and shall be eligible to participate in the dependent insurance coverage, also established by Article 9 (Insurance), by paying the full cost of the monthly premium.

11.4 Retirement Pension Program. All regular employees shall become participants in the PHA's pension plan as of their hiring date.

#### **ARTICLE 12: SENIORITY, SEPARATION & MISCELLANEOUS**

12.1 Definition. Seniority shall be defined as an employee's length of continuous service from the most recent date of employment.

12.2 Probationary Period. Employees serving a probationary period as established by Article 2 (Probationary Period), shall not acquire seniority until the completion of the probationary period. Following the completion of the probationary period, an employee's seniority shall revert to the date of employment.

12.3 Temporary Filling of Vacancies. The PHA reserves the right to fill vacancies on a temporary basis until the completion of the selection process and the employment of a replacement. The filling of a vacancy on a temporary basis shall not be used to violate the posting provisions established in the Personnel Policy for All Employees.

12.4 Lay-Off. In the event of a work force reduction the PHA shall have the sole authority and discretion to determine which job classifications and departments are to be affected by a lay-off.

12.41 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 employee fails to return to work within these two (2) weeks, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

- 12.5 Loss of Seniority. Employees who separate from employment shall lose their seniority.
- 12.6 Separation. Employees shall be considered separated from employment with the PHA based on the following actions:
- 12.61 Resignation. Employees resigning from employment shall give written notice at least fourteen (14) calendar days, excluding approved vacation periods, prior to the effective date of resignation. The Executive Director shall give the Board of Commissioners written notice of intent to resign at least ninety (90) calendar days, excluding vacation periods in excess of 15 days, prior to the effective date of resignation. Department directors resigning from employment shall give written notice at least thirty (30) calendar days, excluding approved vacation periods in excess of 10 days, prior to the effective date of resignation.
- 12.62 Retirement. As provided by Article 11 (Retirement), payment of pension proceeds is prima facie evidence of separation unless lay-off has taken place.
- 12.63 Discharge. As provided by Article 13 (Discipline and Discharge).
- 12.64 Terminations During the Probationary Period.
- 12.641 Terminations during the probationary period are covered by Article 2 (Probationary Period).
- 12.642 The Executive Director serves at the pleasure of the Board. The Executive Director may be terminated from employment by a ninety (90) day written notice.
- 12.643 Department Directors or Deputy Executive Director may be terminated from employment by a sixty (60) day written notice.
- 12.65 Failure to Report for Work. Employees who fail to report for work without notification to their supervisor, or designee, for three (3) consecutive work days shall be considered to have resigned from employment, unless, because of an emergency, such notice could not have been given.
- 12.7 Re-Employment. Employees re-hired following separation shall be considered new employees and shall serve probationary periods in accordance with Article 2 (Probationary Period).

### **ARTICLE 13: DISCIPLINE AND DISCHARGE**

- 13.1 Disciplinary Actions. The PHA shall have the right to impose disciplinary action on employees for just cause. Disciplinary action by the PHA may include the following actions:
- Oral reprimand;
  - Written reprimand;
  - Suspension;
  - Demotion; or

## Discharge

- 13.2 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 14 (Grievance Procedure).
- 13.3 Discharge. Employees who are to be discharged will first be suspended for five (5) normal work days prior to the discharge becoming effective. The appeal of a discharge may be initiated by the employee at Step 3 of the grievance procedure.

### **ARTICLE 14: GRIEVANCE PROCEDURE**

- 14.1 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 these Policies.
- 14.2 Processing of a Grievance. It is recognized and accepted by the PHA that the processing of grievances, as hereinafter provided, is limited by the position duties and responsibilities of the employee and shall therefore be accomplished during the normal work day only when consistent with employee's duties and responsibilities. The aggrieved employee shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and presented to the PHA during normal working hours, provided that the employee shall have notified and received the approval of the employee's immediate supervisor, who shall have determined that such absence is reasonable and would not be detrimental to the work programs of the PHA.
- 14.3 Procedure. Grievances, as defined by Section 14.1, shall be resolved in conformance with the following procedure:
- Step 1. An employee claiming a violation concerning the interpretation or application of these Policies shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The immediate supervisor shall discuss the alleged grievance with the employee and give an answer to such Step 1 grievance within ten (10) calendar days following the discussion. A grievance not resolved in Step 1 and appealed by the Employee 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 Appendix allegedly violated and the remedy requested. Any grievance not appealed in writing to Step 2 by the employee within ten (10) calendar days following the Step 1 answer shall be considered waived.
- Step 2 If appealed, the written grievance shall be presented by the employee and discussed with the employee's department director. The department director shall give the employee the PHA's Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the employee within ten (10) calendar days following the Step 2 answer shall be considered waived.
- Step 3 If appealed, the written grievance shall be presented by the employee and discussed with the Executive Director. The Executive Director shall give the employee the PHA's Step 3 answer in writing ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the employee within ten (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 employee shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Acts 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.
- 14.4 Arbitrator's Authority.

- 14.41 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of these Policies. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the PHA and the employee and shall have no authority to make a decision on any other issue not so submitted.
- 14.42 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 rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (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 and the employee and shall be based solely on the arbitrator's interpretation or application of the express terms of these Policies and the evidence and testimony presented.
- 14.43 The fees and expenses for the arbitrator's services and proceeding shall be borne equally by the PHA and the employee, 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.
- 14.5 Waiver.
- 14.51 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 employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the PHA and employee.
- 14.52 The PHA and the employee may mutually agree to waive any step or steps in this procedure.
- 14.6 Exclusive Remedy. This procedure shall be the sole and exclusive means of processing a grievance as defined in 14.1.

#### **ARTICLE 15: WAIVER**

- 15.1 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 these Policies, are hereby superseded. Also, if there is any conflict or inconsistency between the terms and conditions of these Policies and any oral agreement or written letter, memorandum or other notice to an employee regarding the terms and conditions of employment, whether made or written subsequent to the adoption of these Policies, the terms and conditions of these Policies shall prevail, unless specifically and expressly stated otherwise in writing.

#### **ARTICLE 16: EXECUTIVE DIRECTOR**

- 16.1 The position of Executive Director shall be governed by and participate in all provisions of these Policies with the exception that the PHA Board of Commissioners may separately determine salary and fringe benefits for the Executive Director including paid leave, health and hospitalization insurance, long term disability insurance, dental care insurance, life insurance and tax deferred compensation plan. At a minimum, the Executive Director shall receive the same fringe benefits accorded the PHA Department Directors.

**ARTICLE 17: DURATION**

- 17.1 Policy Duration. These Policies shall become effective as of December 1, 2021, unless specifically provided otherwise herein, and shall, with the exception of Article 8 (Bands/Grades/Subgrades and Salary Schedule), Section 8.3, remain in effect and shall continue in effect from year to year thereafter unless changed or terminated by the PHA Board.

**ADOPTED BY THE PHA BOARD ON: September 22, 2021**

**EXHIBIT A**

**SUPERVISORY AND CONFIDENTIAL EMPLOYEES**

**December 1, 2021**

<b>BAND GRADE SUBGRADE</b>	<b>JOB CLASSIFICATION</b>
E81	Deputy Executive Director
D71	Maintenance Director
D71	Housing Choice Voucher Director
D71	Resident Services Director
D63	Budget Director
D63	Housing Policy Director
D63	Finance Director/Controller
D63	Human Resources Director
D63	Resident Initiatives Director
D61	Resident Services Senior Manager
D61	Construction Program Manager
D61	Assistant Maintenance Director
D61	Housing Choice Voucher Programs Manager
D61	Assistant Information Technology Manager
C51	Assistant Controller
C51	Program Manager
C51	Resident Services Manager
C43	Maintenance Manager
C43	Assistant Housing Choice Programs Manager
C43	Accountant II
C42	Human Resources Generalist
C42	Network Administrator
C42	Program Coordinator
C42	Business Systems Analyst
C42	Resident Services Supervisor
C41	Maintenance Supervisor
B32	Executive Assistant
B23	Information Technology Generalist
B22	Administrative Support Professional
A13	Administrative Support Technician







