

## SCHEDULE "A" - WAGE SUPPLEMENT

Per Wage Reopener 2023, the following changes are agreed to, effective June 1, 2023:

Section 1. The wages set forth below shall constitute the hiring wage rate for the title which shall be paid during the duration of this Supplemental Agreement.

Maintenance Mechanic III: \$22.95

Maintenance Mechanic II: \$17.85

Maintenance Mechanic I: \$15.00

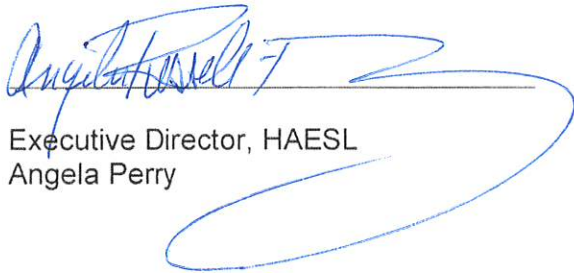
### Section 2. Wage Increases

Current employees employed under the 2022-2025 contract shall be increased as follows, effective June 1, 2023.

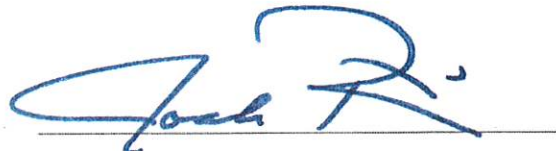
Maintenance Mechanic III: 2% increase

Maintenance Mechanic II: \$2.00 per hour increase

Maintenance Mechanic I: \$2.00 per hour increase



Executive Director, HAESL  
Angela Perry



Secretary Treasurer, SEIU Local 73  
Joe Richert

AGREEMENT BETWEEN

HOUSING AUTHORITY OF THE CITY  
OF EAST ST. LOUIS  
AND  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 73

June 1, 2022 - May 31, 2025

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## **AGREEMENT**

This Agreement made and entered into by and between Local 73, Service Employees International Union, hereinafter designated as the "Union," and the Housing Authority of the City of East St. Louis hereinafter designated as the "Employer."

### **ARTICLE 1 -- RECOGNITION**

**Section 1.01.** The Employer hereby recognizes the Union as the sole and exclusive representative of all the Employer's employees in the following job classifications: Maintenance Mechanic I, Maintenance Mechanic II and Maintenance Mechanic III.

**Section 1.02.** The above listing of job classifications or job titles is intended only to identify those employees and their job classifications or job titles, who as of the date of this Agreement, are currently employed by the Employer, and for which the Union is recognized as the representative for purposes of collective bargaining with the Employer.

### **ARTICLE 2 -- NON-DISCRIMINATION**

**Section 2.01.** Neither the Employer nor the Union will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, religion, creed, color, age, sex, national origin, ancestry, handicap, veteran status, political or union affiliation. Both the Employer and the Union will follow all applicable federal and state laws.

**Section 2.02.** Employees may make an appointment with the Human Resources Department to come into the office to look at their personnel files, during non-working time, provided a Human Resources Department representative is present at all times. The employee may not take the file out of the office.

### **ARTICLE 3 -- UNION SECURITY**

**Section 3.01.** The Employer shall allow a representative of the Union to meet with any new employee within thirty (30) days after the employee's initial date of hire for the purpose of informing the employee of the existence of this Agreement; of rights and privileges of the employee to either join or not join the Union, and to answer any questions concerning the Union or its status as a bargaining agent. Such meetings shall not interfere with any employee's assigned work duties or with maintenance operations and shall not exceed thirty (30) minutes in length. Such meetings may be held during working time and be at the discretion of the employee and only with his/her consent. The time/date when this meeting will be held must be pre-approved by the Union representative's supervisor, the new employee's supervisor and the new employee, with the Union representative coordinating the meeting.

**Section 3.02.**

- A. The Employer agrees that there shall be no discrimination against officials and duly authorized members of Local 73 engaged in the negotiation of Agreements, the adjustment

of grievances, or the performance of any other legal Union activity in the interest of the Union and its members.

**B.** If the Employer and Union mutually agree to hold grievance meetings, arbitration hearings, bargaining meetings or employee investigatory and/or disciplinary meetings during employee work hours, the Employer will grant paid release time to Union representatives and effected employees for their attendance at those meetings under the following limits:

- a. Grievance Meetings (Grievant and One Union Representative)
- b. Arbitration Hearing (Grievant and One Union Representative)
- c. Collective Bargaining Meetings (Two Union Representatives)
- d. Employee Investigatory/Disciplinary Meetings (Employee and One Union Representative)

If the Employer and Union do not mutually agree to hold grievance meetings, arbitration hearings, bargaining meetings or employee investigatory and/or disciplinary meetings during employee work hours, the meetings shall be held outside the employees' work hours and the employees shall not be eligible for compensation.

**Section 3.03.** The Employer recognizes the right of the Union to select Union Stewards. Within the above restrictions, the Employer agrees that there will be no discrimination against authorized Union Stewards because of lawful authorized Union activity. Union Stewards shall not be recognized by the Employer until the Union has notified the Employer in writing of the selection of Union Stewards, with their name.

**Section 3.04.** The Employer agrees email for Union Stewards, timely notices concerning all bargaining unit openings, new hires, transfers, promotions, seniority lists (semi-annually or upon request) and all terminations. Employer agrees to email the names of new hires to Union Steward's within ten (10) working days of the new employee's hiring.

**Section 3.05.** A bulletin board for exclusive use by the Union shall be provided at each Asset Management Project (AMP) office. The location of the bulletin board shall be accessible to all employees for posting of non-controversial Union communications (meeting notices, etc.). Nothing of an obscene, derogatory or partisan political nature will be posted or permitted to be distributed on the premises.

**Section 3.06.** The Employer agrees to deduct monthly membership dues and initiation fees from the wages due all members of the Union who individually give the Employer signed and dated written authorization to do so and forward such dues to the Treasurer of the Union at an address furnished in writing to the Employer

**Section 3.07. Voluntary Union Dues**

Upon confirmation by the Union that an employee covered by this agreement has voluntarily authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization.

Employees may express such authorizations by any means of indicating agreement allowable under state and federal law. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employees membership status. except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period. The Union will submit to the Employer a list of employees who have authorized checkoff of dues, assessments, or fees, and shall provide the Employer with verification, in any form authorized by law, that checkoff of dues, assessments, or fees have been authorized by the employee.

The Union shall indemnify and hold harmless the Employer, its members, officers, agents and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above union dues payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

#### **ARTICLE 4 -- PURPOSE OF AGREEMENT**

**Section 4.01.** It is the intention of the parties that this Agreement will establish sound relations between the Employer and its employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit. To assure a full day's work for a day's pay; and to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union, or between the Employer and the employees covered by this Agreement: to achieve uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health, and sustained *effort*. This Agreement is intended to set forth all the rights of the Union and the employees, all of which arise as a result of this contract.

**Section 4.02.** It is recognized that the interests of the Employer and the interests of its employees are fundamentally the same if its employees are to prosper. This requires that both the Employer and the employees work together to optimize the quality of work performed and to minimize the costs of operation. Accordingly, the Employer and the Union, do hereby mutually pledge themselves to make every *effort* to make this Agreement the means of improving the relations between the employees covered by this Agreement and the Employer, of obtaining fair treatment for all employees, and of improving efficiency and economics so that all may prosper.

**Section 4.03.** It is agreed that all employees shall make an honest *effort* to eliminate

waste and increase efficiency and production. Elimination of waste, among other things, specifically means reducing breakage and spoilage, careful operation and maintenance of equipment, minimum amount of time wasted and careful and economical use of materials, tools, equipment and supplies. It is further agreed that continued increase in the efficiency of maintenance services is necessary for the economic survival of the Employer as a provider of quality housing to the East St. Louis low-income population. Increase in efficiency of production or maintenance means, among other things, cooperative effort toward finding easier, better and

faster ways of performing operations and the ready acceptance of higher production and maintenance standards due to the improvements of operations or methods, with training, if needed, to be provided by the Employer.

## **ARTICLE 5 -- SCOPE OF AGREEMENT**

**Section 5.01.** The Employer and Union agree that the agreed to terms of this Contract shall govern the relations of the two parties and in all cases where there may be a conflict between past practice and this Contract, the Contract shall govern relations between the two parties. It is understood and agreed that this Agreement constitutes the entire Agreement of the parties concerning wages, hours and working conditions and that all decisions on matters not expressly provided for in this Agreement are reserved exclusively to the Employer. For example, the Employer retains and it is recognized that management and control of its properties and personnel, and the maintenance of order on its premises are solely the responsibility of the management. It is agreed that nothing in this Agreement shall limit the Employer in the exercise of its functions of management, such as rights and responsibilities belonging solely to the management of the Employer and those that are hereby recognized prominent among which, but by no means wholly inclusive, are the rights to decide: the number, location and relocation of its facilities, and operations, or part thereof: the merger, sale or termination of all or any part of its operations or services: the closing down of its facilities or operations, or any part thereof; the movement and interchange between facilities: the products to be purchased, produced, or served and the amount and type of services to be rendered; the required tools, machinery and equipment; the methods, schedules and quantities to be processed, provided or served; the schedules and processes of production, maintenance, cleaning and service, together with the selection, procurement and the control of raw materials, equipment, tools and supplies to be used; the maintenance, repair and cleaning processes, the need for and the layout of machinery and the use of equipment or materials; the residents to be served, and the services to be rendered or supplied, and public relations. It is further recognized that it is the sole responsibility of the management of the Employer to determine the selection and direction the work force, including the right to hire, layoff, assign, reassign, transfer, demote, discipline, suspend and discharge for just cause (subject to the grievance procedure of this Agreement); and relieve employees from duties and assignments because of the lack of work or other business reasons; to decide and/or change shift schedules and hours of work; to set the standards for quantity and quality of work; to establish and maintain job requirements and job content and the standards of service, maintenance, sanitation and inspection: to make, revise and to apply rules and regulations for service, processing, cleaning, maintenance, inspection, efficiency, cleanliness, employee conduct, safety and other working conditions, including establishment of physical requirements, pre-employment screening and during employment testing for drug and/or alcohol use on a post- accident basis, on a random basis and/or where reasonable cause or suspicion exists. It is agreed that management maintains and retains all of its managerial rights and that they are all vested solely and exclusively in the Employer unless specifically contracted away by this Agreement and further that the enumeration of management's rights shall not be deemed to exclude any other management rights, such as the rights to alter, rearrange, combine, transfer, establish or eliminate any job, classification, department, operation or service and to determine, revise or change methods, schedules or procedures and to introduce new or changed maintenance, cleaning, grounds keeping, installation, renovation, repair, and demolition methods, practices or procedures to service its buildings and facilities: and the right to determine the number, classes and qualifications of its employees and supervisory staff as well as their assigned work duties and

responsibilities.

**Section 5.02.** The Union agrees that the Employer retains the right to contract, subcontract or purchase goods or services for economic or other legitimate reasons. The Employer agrees that this will not be used for the sole purpose of laying off or terminating employees within the bargaining unit.

**Section 5.03.** It is also recognized, however, that management, in its exercise of its rights and prerogatives, whether hereby or otherwise retained by the Employer, shall not abrogate any of the other express provisions set forth elsewhere in this Agreement and any arbitrary or capricious action by the Employer shall be subject to the grievance and arbitration procedure provided by this Agreement.

**Section 5.04.** The Employer recognizes the Union's right to bargain regarding any amendments to Policy and Rules which are mandatory subjects of bargaining. The Employer shall notify and provide copies to the Union of any changes to Policy and Rules.

**Section 5.05.** The parties agree: that any significant change in bargaining unit duties is a mandatory subject of bargaining; and that no bargaining is required with respect to temporary changes in assignments and/or with respect to emergency assignments to meet the needs of the residents: provided all changes due to emergencies shall be discontinued when the emergency has concluded. A temporary change in assignment(s) will not extend beyond one (1) week of the assignment change. The bargaining unit job descriptions are attached hereto as Exhibits and may be modified by the Employer after notice to and good faith negotiations with, the Union.

## **ARTICLE 6 - SENIORITY**

**Section 6.01.** Seniority in title will accrue from the first day of regular full-time employment. All rights of seniority shall be lost if the employee:

1. Quits.
2. Retires.
3. Is discharged for cause.
4. Fails to return from layoff or leave of absence for any reason when recalled, released or scheduled to return to work, unless specifically excused by the Employer.
5. Is absent from scheduled work for a period of three (3) working days without notifying his or her supervisor (or supervisor's designee).
6. Has been on layoff, or personal leave of absence or sick leave, or absent for a period of more than six (6) months. During that period the absent employee shall timely notify the Human Resource Department, in writing, of any change in the employee's current mailing address or telephone number from the last known



address on the Employer's records, and if on sick leave shall submit to the Human Resource Department at least every week or immediately following each doctor's appointment. if not weekly, a current medical report signed by the treating physician verifying the employee's medical status and continued work disability due to medical reasons: if not, seniority and recall rights to employment shall be immediately forfeited.

7. Accepts other employment during any period of sick or medical leave of absence without prior written approval of the Employer.
8. Furnishes false or misleading information on time records, reports or insurance claims, or fails through omission to furnish material facts either as sought on the forms in connection with claims for illness or injury or material facts which should have been revealed.
9. Gives misleading, erroneous and/or false statements in seeking employment with the Employer.

Should an employee who has been earlier terminated from employment be later rehired by the Employer, he/she shall be considered a new employee with seniority to date from the most recent date of such regular employment. Seniority may be retained during the period covered by a leave of absence if approved in writing by the Employer.

A list of the starting dates of all present and future employees shall be furnished the Union upon request.

**Section 6.02** Probationary Period: New employees will be considered probationary

employees during the first six (6) months of employment.

**Section 6.03** Vacancies: When a bargaining unit vacancy occurs, the Employer shall post a notice for a period of no less than seven (7) consecutive calendar days, announcing the open position, job classification and wage, and any qualified employee may apply for the opening. The Employer shall also provide, a copy of the notice to the chief shop steward and the Union Office via email. Following the completion of time allowed for the posting of said vacancy, the Employer agrees to award said position to the best of the qualified applicants.

**Section 6.04 Layoff and Recall:**

In the event of a reduction in force, employees shall be laid off by job classification in reverse order of seniority, with the least senior employee in the job classification laid off first. The job classifications are as follows:

Maintenance Mechanic III  
Maintenance Mechanic II  
Maintenance Mechanic I

An employee laid off from a job classification shall have the right to bump an employee with less seniority in a lower job classification. For example, if the Employer eliminates a Maintenance Mechanic III position, the least senior Maintenance Mechanic III employee can bump into a Maintenance Mechanic II or Maintenance Mechanic I position and paid the applicable salary for his/her new position. An employee shall not have the right, based on seniority, to bump into a higher job classification.

Seniority shall be followed in the case of recall in accordance with a schedule of recalls when the employees in question "meet requirements." In the event of a layoff, an employee shall retain his/her seniority for a period of six (6) months for recall purposes. In recall, a Registered letter or a Certified letter, Return Receipt Requested, mailed to the last known address of the employee shall be used to notify the employee so laid off, and the employee shall be contract by telephone at the last known phone number, and he/she must report within seven (7) (calendar) days from the date of mailing the letter of notification, or else be considered as not wanting to return to the job, and a new employee may be hired. Should the recalled employee have taken other full-time employment while in layoff, provided within seven (7) calendar days of notice of recall he/she reports such fact and his/her intention to report back to work, he/she will be permitted up seven (7) calendar days from the date of mailing the letter of notification to so report for work.

#### **Section 6.05. Personal Leave**

Any employee desiring a personal leave of absence from his/her employment shall secure written permission from the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights of the named employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Upon returning to work from an approved sickness or injury leave, the employee will submit to the Human Resources Department a full medical release signed by the attending physician authorizing the employee to safely perform without restriction all the employee's regular work duties. If an employee is medically released for work with specified restrictions, he or she shall immediately report such release to the Human Resources Department for determination of available work to permit return. The Employer reserves the right to send the employee to a physician of the Employer's choice to perform an examination and make an independent determination of the employee's ability safely to return to work and perform his or her essential job functions; provided, however, the Employer shall pay the physician's fees.

#### **Section 6.06 Promotions**

- A. Promotions of regular employees will be based upon seniority, performance, demonstrated skills and ability to efficiently perform the duties of the job. If the employees under consideration are equally qualified except in relative seniority, the employee having the highest seniority will be promoted.
- B. The senior applicant if not promoted to a vacancy for which he/she has applied, will, upon request, be given notice, in writing, showing the reasons for not being promoted. Employees not satisfied with the decision regarding transfer or promotion may follow the grievance procedure.

- C. When testing becomes a requirement for posted job position vacancies the employees shall be notified of his or her test results in writing.

**Section 6.07. Temporary Employee.** The Union recognizes that the fluctuating manning needs dictates the need of the Employer to employ temporary employees to supplement and to assist its regular full-time employees who are represented by the Union under this Agreement.

- A. As a Management right, temporary employees shall be employed as needed by the Employer, which employees shall not be entitled to any benefits under the terms of this Agreement and who may be terminated, laid off, transferred, recalled or promoted by the Employer for any reason and, as such, not to be subject to the grievance or arbitration procedure elsewhere provided by this Agreement.
- B. Temporary employees may be employed on a temporary, part-time or full-time, "on call" or "seasonal" basis, or to assist or temporarily replace absent, regular full-time employees on an "as needed" basis, or otherwise to facilitate efficient performance of work requirements of the Employer. Such employees are not to displace permanent regular, full-time bargaining unit employees.
- C. Regular full-time bargaining unit employees within a regular job classification will not be laid off by the Employer unless all temporary or casual employees assigned full-time to such work are first laid off first. However, any temporary employees whose work cannot be performed by any permanent employee may be retained.
- D. The Employer and Union agree to set up quarterly meetings with an advisory labor/management committee. The purpose of the meetings will be to discuss productivity gains, safety, risk management, and staff development. Minutes will be taken at every meeting and copies submitted to each party.

## **ARTICLE 7 -- HOURS OF WORK AND OVERTIME**

**Section 7.01.** The regular work week shall consist of five (5) days, Monday through Friday. This shall not preclude shifts of five (5) days which include Saturdays and Sundays, nor scheduling of employees for other work schedules as required. Nothing in this Agreement shall mean or be construed to constitute a guarantee of hours of work or pay for any work day or work week.

**Section 7.02.** All authorized time actually worked over eight (8) hours per day or forty (40) hours in any one work week will be considered authorized overtime work which will be paid at the rate of time and one-half (1-1/2) the regular straight time hourly rate of pay, except that such authorized overtime work performed on a Sunday or recognized holiday will be paid at double (2) the regular straight time hourly rate of pay. For payroll accounting purposes a normal work week will start with the first shift on a calendar Monday and end with the start of the first shift on the following Monday. No overtime work or pay will be authorized unless it has been approved in writing and signed by the Executive Director, or the designated representative.

**Section 7.03.** Emergency Response Procedure will be operative during the following times, to the

extent needed:

Monday - Friday                      4:30 p.m. - 8:00 a.m. Saturday/Sunday/Holidays 24 Hours

All employees classified as Maintenance Mechanic II and Maintenance Mechanic **111** will work the above hours from time to time according to a schedule to be devised by the Employer. A full rotation of the above maintenance classifications will be observed.

It is recognized that while there is a voluntary component to ERP, the Employer reserves the right to require and/or mandate the work necessary for resident services. Employees who are on "standby" under this policy must respond to all calls for service promptly and according to established procedure for maintenance emergencies. Any change in the ERP during the contract term will be made following notice and good faith negotiations. The complete ERP description is attached to the end of this agreement in Indexes.

**Section 7.04.** Employees will be paid for time spent in job related courses or training programs as required by the provisions of the Fair Labor Standard Act of 1938, as amended.

**Section 7.05.**

- A. Employer will set all clocks in the electronic tracking system to the Official U.S. Time per [www.time.gov](http://www.time.gov), Central Time Zone, and will check on a weekly basis and adjust the timing system should a discrepancy occur.
- B. Employees must call in to their Supervisor to report tardiness in excess of 15 minutes. The employee will document the call-in writing and present such documentation for signature of the Supervisor before the end of the next scheduled workday. If the Supervisor is unavailable (first, at the office, and then via cell phone), a designee for such calls shall have been previously identified for all employees.

**ARTICLE 8 -- VACATIONS/ANNUAL LEAVE**

**Section 8.01.** Leave accrual, pension, insurance, holidays, and all other benefits will be in accordance with the current Employer Human Resource Policy.

**Section 8.02.** Newly established policies or amendments to existing policies in the Employer Human Resource Policy shall be reduced to writing and furnished to the Union.

**Section 8.03.** The Employer will establish an Insurance Committee consisting of two bargaining unit members appointed by the Union and two other members appointed by the Executive Director. The Committee shall meet at least annually to review the Employer's health insurance plan, including but not limited to claim costs, terms and usage, benefits and premium charges subject to HIPAA and privacy concerns. The Committee shall be empowered to recommend coverage changes to the Employer, and any such changes shall be subject to approval by the Employer prior to implementation. The parties hereto acknowledge that the Employer shall have the right to adjust insurance plan benefits on at least an annual basis, provided that the Committee shall first have

an opportunity for input in respect to any such adjustments; provided, however, the Committee shall have no right to input regarding any changes required by the carrier.

## **ARTICLE 9 -- GRIEVANCE PROCEDURE**

**Section 9.01.** A grievance is defined as any complaint or dispute between the employee (or group of employees) and the Employer, regarding the meaning, interpretation or application to the policies of the Employer or the contract between the Employer and the Union. Should a grievance arise between the Employer and any employee, (or group of employees), such difference shall be settled in the following manner:

**STEP 1.** Any grievance shall be presented by the complaining employee or Union in writing to the Immediate Supervisor within seven (7) calendar days of the occurrence giving rise to the alleged grievance. The Immediate Supervisor and the shop steward, if requested by the aggrieved, shall meet with the aggrieved. in an attempt to resolve the matter within seven (7) calendar days after the grievance was presented Within seven (7) calendar days, of the meeting, the Immediate Supervisor shall give a written response.

**STEP 2.** If the Immediate Supervisor's answer does not resolve the matter, the aggrieved employee shall appeal the grievance in writing, on a form provided for that purpose, setting out the specific nature of the grievance, the date of the occurrence, the section or sections of the contract alleged to have been violated, the relief sought, and be signed by the employee who shall submit such written grievance appeal to the proper department head or his/her designee within seven (7) calendar days of the Step 1 answer, with whom the aggrieved employee(s) and the shop steward shall meet in an attempt to resolve the grievance within a period of seven (7) calendar days from the date the appeal is received. Within seven (7) calendar days of the meeting the Department Head (or designee) shall render a written response to the Grievant.

**STEP 3.** If the grievance is not adjusted by the procedure outlined within the preceding step herein, the aggrieved employee, within seven (7) calendar days of the Step 2 answer, may submit his written grievance appeal at the third step to the Executive Director, or his/her designee, with whom the aggrieved employee(s), the shop steward and the Union Business Representative shall meet in an attempt to resolve the grievance within a period of seven (7) calendar days from filing the Step 3 appeal.

Within seven (7) calendar days of the meeting the Executive Director (or designee) shall forward a written response to the Union Office.

**STEP 4** If the matter is not resolved at Step 3, or no answer is given within the time specified, the parties may jointly elect by written agreement to submit the grievance to mediation. The submission shall be to Federal Mediation and Conciliation Services or to such other mediator as selected by the parties and the meeting shall be scheduled subject to the mediator's availability. This step shall only apply where the parties mutually agree to utilize it If mediation is bypassed or is not successful, the Union by written notice may proceed to arbitration in accordance with Article 9, Section 9 01 Step 5 of this agreement.

**STEP 5.** If a grievance is not settled by the Step 3 answer, or if mediation is bypassed or is not

successful the Union may notify the Employer of its decision to consider arbitration by sending the Employer written notice. Following the Union's final decision regarding arbitration, the Union will notify the Employer of its decision, by certified or registered U.S. mail with return receipt, but must do so within sixty (60) days after presentation of the Step 3 answer.

If the Union requests arbitration, the parties shall promptly attempt to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, they shall apply jointly to the Federal Mediation and Conciliation Service, who shall furnish a list of seven (7) arbitrators, from which the parties shall select one (1) by alternately striking *off* the others, the party seeking arbitration striking first. In any event, the arbitrator must be selected within forty-five (45) calendar days of the notice of desire to arbitrate. Panels will consist of seven (7) individuals; either party may request a second panel. Time limits are of the essence to arbitrability of the grievance but may be extended in writing by the agreement of the parties.

Moreover, the parties may, by mutual agreement, agree to skip Steps 1 and/or 2, such that the grievance enters the procedure at Steps 2 or 3.

The Arbitrator shall not have the power to negotiate new agreements nor change the provisions of this Agreement. No arbitrator shall go beyond the interpretation and/or application of the Agreement. It shall in no way be construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of the Agreement. Issues not directly involved in the case under submission shall not be decided by the arbitrator.

Within the foregoing limitations, the decision of the arbitrator shall be final and binding upon all parties, subject, however, to the approval of the U S Department of Housing and Urban Development. The above procedure shall not apply to or be available for resolution of any so called "interest arbitration" issues, which shall only be resolved by negotiated agreement by the parties.

**Section 9.02.** The expense of arbitration, including the fee of the arbitrator and his expenses, if any, transcript, room rental, refreshments and other expenses, shall be borne equally by both parties. Each party shall be responsible for all costs of its own case preparation, presentation and witness wages and expenses.

## **ARTICLE 10 -- SAFETY AND HEALTH**

**Section 10.01.** The Employer shall recognize a duly constituted Safety Committee which will include volunteer bargaining unit members to be approved by the Executive Director. The purpose of bringing unsafe and hazardous conditions to the attention of the Employer, and the Employer will make every reasonable effort to correct such conditions. The Union and all employees agree to comply with all safety rules, policies and directives of the Employer and as required by the Federal, State, and Local governments, to use all safety equipment provided them, to operate and maintain all vehicles and equipment in a safe and careful manner, and shall be responsible to promptly report to the Employer all safety defective equipment or safety and health hazards on Employer's property.

**Section 10.02.** It is mutually recognized that employees use of. or reporting for work under the

influence of alcohol, marijuana, cocaine or other controlled substances creates a very serious safety and health hazard and is, therefore, strictly prohibited as a condition of employment. The Employer's shall determine appropriate physical and health requirements for safe work performance by its bargaining unit employees.

Applicants for employment shall be required to pass pre-employment physical examinations to be administered by competent medical personnel, which may include drug and/or alcohol laboratory testing or screening, as a condition of employment.

Similar physical examinations and testing by the Employer's doctors and/or medical laboratory may be required for employees who have been absent due to a disabling illness or injury prior to their being returned to work, or in other circumstances where a reasonable basis exists to believe an employee is physically unable to safely perform work duties assigned.

**Section 10.03.** The Employer agrees that in instances where the Management of ESLHA has received medical confirmation that one of its residents is suffering from, a communicable disease, the Employer agrees to coordinate the issue with the County Health Department for guidance and a determination of whether employees enter the residence and, if so, determine and provide the employee appropriate PPE.

**Section 10.04.** The Employer is committed to protecting employees from exposure to unsafe levels of airborne asbestos particles and will comply with all applicable laws and regulations concerning asbestos containing materials. Where an employee reasonably believes that (s)he is assigned a task which involves performing maintenance on, or handling suspected asbestos containing materials, the employee will immediately report this fact to the supervisor in writing. The supervisor will take appropriate steps to determine to the appropriate action, which may include obtaining a certified expert determination as to the presence of unsafe levels of airborne asbestos particles or lack of asbestos containing material. If asbestos containing material is present, appropriate action will be taken, in accordance with then existing laws and regulations, to protect both employees and residents from the potential hazard; if no such materials are present, the supervisor will so advise the employee in writing

**Section 10.05.** All bargaining unit employees shall be required to obtain and to wear leather steel-toed safety type shoes at all times while at work. The Employer agrees to help defray the cost for such required safety shoes by providing each regular full-time employee in the bargaining unit on the active payroll with a One Hundred and Twenty-Five Dollar (\$125.00) OSHA approved safety shoe allowance each year of this Agreement, payable during each contract year (receipt must be provided to payroll with supervisor's signature).

**Section 10.06. COVID Vaccination/Testing Mandate**

Employees are required to comply with ESLHA's mandatory COVID-19 vaccination or testing procedures, which include the following:

- A. Employees shall be full vaccinated, as defined by the CDC which may change from time to time, from COVID-19; or
- B. Employees who choose not to get fully vaccinated from COVID-19, shall take a weekly COVID-19 test, at their own cost and on their own time, and submit the results of the test

when reporting to work on the first workday of the workweek. Home tests are not permitted.

- C. Employees who fail to submit the weekly test results to HR in a timely manner shall not be permitted to report to work and shall be placed in an unpaid leave status. If the employee does not submit the test results to HR by the end of the workweek, ESLHA shall have just cause to terminate the employee's employment.

## **ARTICLE 11 - BANK OR CREDIT UNION DEDUCTIONS**

**Section 11.01.** An employee shall designate one financial account for the direct deposit of his/her payroll check. However, if an employee designated more than one financial account to deposit his/her payroll check prior to the effective date of the 2022-2023 contract, the employee is grandfathered and may continue to designate more than one account, not to exceed three accounts.

## **ARTICLE 12 -- STATEMENT OF DISCIPLINARY POLICY**

**Section 12.01.** Any bargaining unit member may request to have a Union Representative present whenever a conference is held between the employee and an administrator which could result in disciplinary action.

**Section 12.02.** Employees who have not completed their 6 month probationary period shall be exempt from all provisions of Article 12, and may be disciplined, up to and including dismissal, at the Employer's sole discretion without just cause and without due process and such action shall not be subject to the grievance/arbitration provisions of this contract.

**Section 12.03.** For employees who have completed their 6 month probationary period, the Employer shall adhere to the principles of progressive discipline, although nothing herein shall require the Employer to begin with the first step of the disciplinary progression if the employee's misconduct is sufficiently serious to warrant beginning at a higher level. Neither shall anything herein prevent the Employer from skipping disciplinary levels if skipping levels is justified by the seriousness of the employee's misconduct.

**Section 12.04.** Progressive discipline shall mean: 1. Oral warning, 2. Written Warning, 3. Suspension without pay by the Executive Director, 4. Dismissal. Each disciplinary event, including oral warning, shall be documented in writing, and copies shall be provided to the Union Representative, the employee, and a copy shall be retained in the employee's personnel file.

**NOTE:** If an employee has not received any additional disciplinary action within 12 months after being issued a disciplinary action (verbal warning, written warning or suspension without pay), the employee shall go back one step on the progressive discipline schedule. The parties agree that following the progressive discipline procedures establishes a presumption of just cause to suspend an employee without pay and/or discharge the employee.

### **Section 12.05.**

The parties agree that the following non-exhaustive list of offenses committed by an employee for the first time shall constitute just cause and Employer may elect, in its discretion, to dismiss the employee without the use of progressive discipline.



- Violation of the Employer's policy prohibiting sexual harassment;
- Violation of the Employer's policy prohibiting illegal discrimination;
- Theft and/or misappropriation of funds;
- Unauthorized removal of Employer property from Employer's property;
- Assault upon supervisors, other employees, or residents;
- Falsification of records (including official records, time sheets or tampering with time clocks);
- False statements made during a formal investigation; and
- Tampering with, turning off or disabling and GPS system.

**Section 12.06.** The Executive Director or designee shall have the authority to suspend and employee with or without pay and demote and employee to a lower paying position. The Executive Director may suspend an employee without pay pending a pre-termination hearing. Prior to any action to terminate an employee's employment, the employee and Union Representative will be notified of the dismissal charges. The employee will have the right to appear before the Board in closed session, at which time the employee and Union Representative will have the right to challenge the Employer's evidence, cross-examine Employer witnesses called to testify at the hearing and present evidence and call witnesses to refute the dismissal charges.

### **ARTICLE 13 – NO STRIKE OR LOCKOUT**

**Section 13.01.** The Union agrees that during the term of this Agreement, there shall be no strike, sympathy or supporting strike, observing of picket lines, work stoppage, slowdown or boycott, or any other interruption of work by any or all employees of the Employer covered by this Agreement. The Employer agrees that there shall be no lockout.

**Section 13.02.** The Union agrees that it will not encourage or approve any strike, sympathy or supporting strike, observing of picket lines, slow-down, boycott or other interruption of work during the term of this Agreement, but will actively discourage any such strike and will promptly notify any employees engaged in such activity that such activity is a violation of this Agreement and direct them to cease such activity and to resume their normal work.

**Section 13.03.** Any employee(s) found guilty by the Employer of participating in, supporting or condoning such activity described in Section 13.02, shall be subject to discipline, including discharge, as the Employer may deem appropriate, and such will not be subject to the Grievance or Arbitration procedure or other legal recourse by the employee(s) or the Union, except on the issue of whether or not the employee disciplined in fact participated in a violation of this Article.

### **ARTICLE 14- SEPARABILITY**

**Section 14.01.** Nothing in this Agreement shall be construed to require either of the parties to act contrary to any applicable State or Federal law. If any such condition arises, it is agreed that this Agreement shall be deemed modified in respect to either or both parties to the extent necessary to comply with the law.

### **ARTICLE 15 -- NO REDUCTION OF BENEFITS**

**Section 15.01.** During the term of this Agreement payment of all contractual benefits herein are subject to funding and budgetary approval. This Agreement represents the complete Agreement between the parties.

## **ARTICLE 16 - MISCELLANEOUS**

**Section 16.01. Voting.** The Employer will comply with current Missouri and/or Illinois law with respect to voting time opportunity as is applicable to the individual employee's state of legal residence.

**Section 16.02. Personnel Files.** The Employer maintains a personnel file for each employee which files are and shall remain the property of the Employer. Each personnel file includes records and documents related to the employee's term of employment, job qualification, performance evaluation, disciplinary record and attendance record. The Employer agrees to permit employees to review the above information in their personnel file, subject to the following conditions:

1. The employee is on "their own time" (i.e., non-pay status such as lunch break, vacation, etc.). The employee contacts a member of the Employer's Human Resources Department staff to arrange a mutually acceptable appointment for that purpose.
2. A Human Resources Department representative is present. If the employee desires to obtain a copy of any of the above documents in their own personnel file, such copy will be provided to them at their cost.

**Section 16.03.** All bargaining unit employees covered by this Agreement will be given performance evaluations by the Employer on an annual basis, with such performance evaluations to be personally reviewed with each affected employee. A bargaining unit member has the right to provide a written rebuttal to the performance evaluation and have a copy of that rebuttal placed in his/her personnel file.

**Section 16.04.** The Employer and Union agree it to be in the best interest of the Employer to promote and maintain a highly skilled employee work force. Objectives include maximizing the efficiency of services provided to the Employer while minimizing the costs of providing those services.

**Section 16.05.** The Employer and Union agree that on-going training for bargaining unit employees concerning techniques and procedures for how best to accomplish daily work tasks is key in achieving the above stated objectives. Additionally, the Employer Union agree that increasing skill levels and certifications of bargaining unit employees can lead to less use of contractors and their agents in such areas as painting, plumbing, electrical work, carpentry, HVAC and related maintenance areas. The Employer agrees to work to support the improvement and further development of the above necessary skills on the part of bargaining unit employees. Union agrees that Maintenance Mechanic III will train Maintenance Mechanic III assigned to assist with duties normally performed by Maintenance Mechanic III and/or Contractors.

Effective with the 2022-2023 contract year, the following provisions shall apply:

- a. An employee in a lower job classification may be assigned to perform duties in a higher job classification, under the supervision of an employee in the higher job classification, for training purpose. The employee, when receiving this training, shall receive his/her regular hourly rate of pay and is not eligible to receive the rate of pay in the higher job classification.
- b. Employees who are qualified to perform duties in a higher job classification, as determined by the administration, and who are assigned by his/her supervisor to perform duties in a higher job classification, shall be paid the starting hourly rate of pay in the higher job classification for time spent performing those duties. It shall be the employee's responsibility to accurately record the high job classification duties performed and the hours he/she works in the higher job classification.
- c. Employees in a higher job classification shall perform duties in a lower job classification, as directed by their supervisor, but shall not suffer any loss of pay.
- d. Employees may be assigned to perform their job classification duties at any Employer facility/building location.

**Section 16.06. Tools**

**A.1.** Maintenance Mechanic I employees covered by this Agreement will be required to own the following tools:

**A.2.**

Measuring Tape  
Hammer with Claw  
Screwdriver: Flat Tip & Phillips  
Channel Lock Pliers 12" Min.  
Min. Floor Tile Trowel Med.  
Putty Knife 3"  
Drywall Pan

Flashlight  
Utility Knife  
Drywall Saw 5" (Key Mole Type)  
Adjustable Wrench 10" Min.  
Grove Drywall Taping Knives 4" 6" & 10"

**A.3.** All Maintenance II and III employees covered by this Agreement agree to furnish such tools and equipment as may be reasonably required to perform job related duties. The employee is fully responsible for the maintenance and upkeep of these tools and is expected to have all tools readily available for use during work hours. The current tool requirement includes:

Hammer with Claw  
Screwdriver: Flat Tip & Phillips  
Channel Lock Pliers 12" Min  
Adjustable Wrench 10" Min  
Flashlight  
Toolbox & Tool Pouch w/Belt  
Pipe Wrench 14" Min.  
Allen Wrenches  
Nut Driver Set 3/16" thru 1/2"  
Long Nose Pliers

Hacksaw  
Hand Wood Saw  
Drywall Saw 6"  
Flat Pry Bar  
Chalk Line  
Measuring Tape  
Level  
Drywall Pan  
Square Steel File  
Diagonal Cutter Pliers

Multipurpose Tin Snips

Putty Knife 3"

Wood Chisel

Cold Chisel for Steel

Grove Drywall Taping Knives 4", 6" & 10"

Caulk Gun

Utility Knife

Extension Cord 25' 14/3 Gauge Min.

Floor Tile Trowel Med.

**A.4.** The Employer has the right to make additions to the required tools list as necessary for the efficient completion of an employee's assigned job tasks. The Employer agrees that in the event a new employee does not own some of the required tools they may be purchased through the employee's Asset Property Manager or supervisor and arrange for payment of the tools through payroll deduction not to exceed eight pay periods.

**A.5.** If required tool owned by an employee is broken or damaged while in use on the job, the Employer agrees to reimburse the employee the replacement cost of the tool, subject to a maximum of \$20.00 per tool. To be eligible for reimbursement, the employee must document that the tool was being used for job related purposes during work hours (verified by work order, service report, etc.); report the loss to the Supervisor immediately (except when loss occurred during emergency call out and then it must be reported the morning of the next scheduled workday); the broken tool must be observed by the Payroll Supervisor; and the damage must not have been caused by misuse, abuse or negligence. Employer agrees to reimburse employee up to a limit of \$40.00, per calendar year.

**B.** Employees must restrict their use of Employer owned tools and equipment for the sole purpose of Employer business and properties. All employees must take precautions to prevent damage and theft to Employer owned tools and equipment and agree to reimburse the Employer's replacement cost for hand tools (up to a \$20.00 maximum). If equipment is damaged or stolen as a result of an employee's misuse, abuse or negligence, he/she is subject to disciplinary action up to termination.

- (1) Both the Union and the Employer recognize that a company issued cellular phone is an important tool and essential to timely maintenance operations. The employee is responsible for maintaining the company issued cellular phone in proper operating condition at all times.
- (2) Employer recognizes the importance of a safely maintained company cellular phone and upon request of employee agrees to make a reasonable payment to employee to obtain a belt attached container or other device to secure his/her assigned cellular phone.

**Section 16.07.** Vehicle Installed Global Position System (GPS)

- A. The Union agrees to installation and activation of GPS equipment on company vehicles for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services to the customer.
- B. It is understood that the Employer shall have the right to review GPS data to confirm or verify an employee's location. The Employer shall have the right to use GPS data to support disciplinary action against the employee.

- C. The parties agree that the tampering with, turning off, or disabling of any GPS system shall constitute just cause to terminate the employee's employment.
- D. The parties agree that they will meet to discuss changes to the system when those changes have an impact on the bargaining unit and are required by law.
- E. Vehicles are for company use only. For the time an employee is serving on ERP hours, the vehicle will remain with that employee and can be used for daily commute and lunch time travel. All other times, the vehicle can only be used for company authorized work (this may include stopping at a Housing site to take care of company business other than specific AMP work, and will include the driving to and from their personal vehicle for lunch.)

#### **ARTICLE 17 -- DURATION OF AGREEMENT**

**Section 17.01.** This Agreement shall take effect as of the 1st day of June 2022 and shall continue in full force and effect to and including May 31, 2025.

**Section 17.02.** The parties agree that if either desire to modify or terminate this Agreement on or after this date, said party shall give notice sixty (60) days prior to the expiration date, with copies of such notice to be furnished to the Federal and State Mediation and Conciliation Services. It is agreed by the Union and the Employer that this Agreement shall take effect only on approval of the United States Department of Housing and Urban Development, whose approval shall be evidenced upon this Agreement by their signing.

#### **SCHEDULE "A" - WAGE SUPPLEMENT**

**Section 1.** The wages set forth below shall constitute the hiring wage rate for the title which shall be paid during the duration of this Agreement.

Maintenance Mechanic III: \$22.50  
Maintenance Mechanic II: \$17.50  
Maintenance Mechanic I: \$14.50

**Section 2.** Wage Increases Current employees employed under the 2021-2022 contract shall be increased as follows, effective June 1 of each contract year.

2022-2023: Fifty Cent (\$0.50) increase in current hourly rate of pay  
2023-2024: The parties will reopen the contract in April 2023 to negotiate salary.  
2024-2025: The parties will reopen the contract in April 2024 to negotiate salary.

**Section 3. Specialty Certification/License Bonus:**

For any Mechanic III or Mechanic II who obtains and maintains one of the following valid certifications/license, will be paid an annual bonus in December each year in the amount of \$1,200. However, the Employer may, in its sole discretion, limit the bonus to one employee for each certification/license, listed below. In order to receive the bonus payment, the employee must submit written documentation to establish he/she has a current and valid certification/license.

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Employees

**HVAC Certification**  
**Licensed Plumber**  
**Licensed Electrician**

**Title:**           **Maintenance Mechanic I**

**General Statement of Duties:**

Performs grounds and building maintenance. and minor repairs including but not necessarily limited to the following patching/repairing holes, painting, minor carpentry, minor electrical and minor plumbing.

**Reports To:** Property Manager

**Supervises:** This is not a supervisory position.

**Key Duties:**

1.     Responsible for cleaning and maintaining Housing Authority grounds including grass cutting, trimming bushes and foliage, raking and removing leaves and debris, and snow removal.
2.     Performs indoor cleaning duties including but not limited to sweeping, mopping, and polishing of floors, stairways, elevators, changing of light bulbs; vacuuming and cleaning carpets, cleaning of appliances, walls, ceilings, windows, other household surfaces, cleaning of trash chute doors inside/out, cleaning of vacant units.
3.     Performs outdoor cleaning duties including but not limited to trash removal, removal of bulk debris; sweeping of curbs and walks, power washing, leaf and snow/ice removal as necessary. Informs Asset Property Manager of resident yards with trash and other conditions which adversely affect the overall appearance of the development
4.     Maintains grounds through the safe, effective and efficient use of walk behind and riding mowers, weed eaters, edgers, leaf blowers, hedge trimmers, and other lawn care and landscape equipment.
5.     Fully knowledgeable in the maintenance of grounds and janitorial maintenance techniques, methods, and materials.
6.     Checks playground equipment and performs minor repairs as necessary at playground sites within the development to insure safety of the equipment.
7.     Ability to handle minor repairs including but not limited to replace smoke and carbon monoxide detectors, outlet receptacles, repair and/or replace interior door handsets, repair and/or replace light fixtures/light bulbs, patch and repair minor holes in walls.

- 8 Repair, replace and/or install window/storm door screens.
- 9 Repair or replace of plumbing fixtures, such as sinks and commodes.
10. Unclog bath or kitchen fixtures, drains or sewer lines.
11. Preparation and painting of interior and exterior areas.
12. Practices safety precautions and is safety conscious at all times.
13. Stores and maintains tools, supplies and materials, etc.
14. Counsels and advises residents and staff on preventive measures.
15. Performs other duties as assigned.

**Performance Standards:**

1. Attendance is reliable; leave does not exceed the amount permitted, the employee has no unexcused absences.
2. Employee takes all appropriate safety precautions to avoid on-the-job accidents, and immediately notifies supervisor of all safety hazards.
3. Employee is available to respond to after hour emergency conditions as needed.
4. All equipment, parts, tools, etc. are secured daily and kept clean and in good working condition.
5. Demonstrates a working knowledge of techniques, methods, materials, and equipment used in household repairs and maintenance.
6. Demonstrates a working knowledge of techniques, methods, materials, and equipment used in janitorial/grounds and minor repairs.
7. Demonstrates good resident relations skills and the ability to work well with others.
8. All required ESLHA paperwork is prepared properly and submitted (turned in, closed out, etc.) on a timely basis.
9. Must wear appropriate uniform, identification, and required work attire including but not limited to steel-toe shoes, necessary ear and eye protection daily.
10. All assigned work is completed in a timely manner and meets established quality standards.
11. All supplies needed to perform assigned tasks are properly requisitioned daily or as



determined by supervisor.

12. Must be able to operate and properly care for:
  - a. Motor vehicles (trucks, autos).
  - b. Push and riding mowers, trimmers, weed eaters, and other lawn equipment
  - c. Hand and yard tools, including hammer, screwdriver, saw, knife, level, drill, and wrenches, and other hand tools necessary for particular job performing.
  - d. Auger/Sewer equipment.
  - e. Floor buffer/polishing equipment,
  - f. Painting equipment including roller, brush and sprayer.
  - g. Trash compactors and electrical/manual tools as necessary
13. Assist management personnel, as requested, including:
  - a. Distribution of notices
  - b. Unit and grounds Inspections
  - c. Keeping shop clean and organized
  - d. Escorting of Contractors on the premises
  - e. Attend special training programs, as available.

### **Qualifications**

**Education:** Requires a high school diploma or GED. Trade school diploma/certificate desirable.

**Experience:** A minimum of three (3) years experience and/or certified training in maintenance repair and grounds keeping. A minimum of three (3) years experience in building maintenance activities may be required. Previous experience preferred in a similar position and with a property management entity preferred.

### **Other Requirements**

**Must** have and maintain a valid Driver's License throughout employment.

**Salary:** See agreement with Service Employees' International Union, Local 73. (Non-Exempt) in the Human Resources Department

Submit Resume & Cover Letter to the Human Resource Department.

Open Until Filled

**Title:** Maintenance Mechanic II

### **General Statement of Duties:**

Performs minor and major, emergency, and preventive maintenance activities, as

detailed in the key duties section.

**Reports To:** Property Manager

**Supervises:** This is not a supervisory position

**Key Duties:**

1. Patch and/or replace walls and ceilings damaged by leakage, breakage, etc.
2. Repairing, installing windows, screens, doors, storm doors, caulking, railings, vents, siding, gutters, downspouts and roofing.
3. Repair or replacement of plumbing fixtures, such as sinks, commodes, water valves and pipes.
4. Unclog bath or kitchen fixtures and drain or sewer lines.
5. Preparation and painting of interior and exterior areas in a timely and efficient manner.
6. Repairing and cleaning stoves, refrigerators, furnaces, hot water tanks, air conditioners, and other mechanical equipment or appliances.
7. Repair or replacement of light fixtures, switches, receptacles, circuit breakers, fans, and other electrical apparatus.
8. Maintain, repair, and/or replace gas or electrical residential heating and cooling equipment including filters, controls, and blower motors.
9. General grounds maintenance including trash removal, lawncare including cutting, raking and removal of grass, weeds and debris and weed cutting, trimming and removal. Maintains grounds through the safe, effective and efficient use of walk behind and riding mowers, weed eaters, edgers, leaf blowers, hedge trimmers, and other lawn care and landscape equipment.
10. Repair and installation of locks, interior cabinets, medicine chest, shelves, flooring, base molding, shades, curtain rods, and any related hardware.
11. Complete vacant unit preparation, including tear-out, repairs to bring the unit to the state where it can be occupied and preliminary and final cleaning.
12. May be assigned tasks from the Maintenance Specialist Job Description to the extent deemed qualified by the Property Manager.
13. Counsels and advises residents and staff on preventive measures.

14. Assists manager with the development of janitorial, groundskeeper and/or maintenance contract specifications.
15. Practices safety precautions and is safety conscious at all times.
16. Performs other duties as assigned.

**Performance Standards:**

1. Attendance is reliable: leave does not exceed the amount permitted, the employee has no unexcused absences.
2. Employee takes all appropriate safety precautions to avoid on-the-job accidents, and immediately notifies supervisor of all safety hazards.
3. Employee is available to respond to after hour emergency conditions as needed.
4. Work orders are completed and repairs are made in a timely manner per ESLHA requirements.
5. All equipment, parts, tools, etc. are secured daily and kept clean and in good working condition.
6. Demonstrates a working knowledge of techniques, methods, materials, and equipment used in painting, plumbing, carpentry, heating, electrical, and other household repairs.
7. Demonstrates good resident relations skills and the ability to work well with others.
8. All required ESLHA paperwork is prepared properly and submitted (turned in, closed out, etc.) on a timely basis.
9. Must wear appropriate uniform, identification, and required work attire including but not limited to steel-toe shoes, necessary ear and eye protection daily.
10. Must be able to operate and properly care for:
  - a. Motor vehicles (trucks or autos).
  - b. Push and riding mowers, trimmers, weed eaters, and other lawn equipment.
  - c. Hand and yard tools, including hammer, screwdrivers, saw, knife, level, drill, and wrenches, and other hand tools necessary for particular job performing.
  - d. Auger and Sewer rooting equipment up to 1/2 horsepower - 8" diameter.
  - e. Painting equipment including roller, brush and sprayer.
  - f. Floor buffer/polishing equipment.
  - g. Key cutter, shade cutter, sprayer post hole, digger, etc.
  - h. Maintain written records of work performed and materials used in the

system utilized by ESLHA.

11. Assist management personnel, as requested, including
  - a. Distribution of notices
  - b. Inspections
  - c. Keeping shop clean and organized
  - d. Unit and grounds Inspections
  - e. Escorting of Contractors on the premises
  - f. Attend special training programs, as available
  - g. Such other related duties as may be required including temporary assignments.

### **Qualifications**

**Education:** Requires a high school diploma or GED.  
Trade school diploma/certificate desirable.

**Experience:** A minimum of three (3) years experience and/or certified training in maintenance repair activities preferred. A minimum of three (3) years experience in building maintenance activities. Previous experience preferred in a similar position and with a property management entity preferred.

### **Other Requirements**

**Must** have and maintain a valid Driver's License throughout employment.

**Salary:** See agreement with Service Employees' International Union, Local 73.  
(Non-Exempt) in the Human Resources Department

Submit Resume & Cover Letter to the Human Resource Department.

Open Until Filled

**Title:**           **Maintenance Mechanic III**

**General Statement of Duties:**

Performs highly skilled maintenance service including, plumbing, HVAC, electrical, carpentry installation and repair on ESLHA property and equipment.

**Reports To:** Property Manager

**Supervises:**   This is not a supervisory position (May be assigned tasks as a lead person who requires monitoring of another employees work.)

**Key Duties:**

1.     Performs work on heating, ventilation, air conditioning, and refrigeration systems.
2.     Constructs walls, ceilings or floors out of wood, metal studs or joints, hang drywall, tape seams, sand prepping for painting.
3.     Performs maintenance, repair, and servicing of plumbing, electrical, and mechanical systems and appliances.
4.     Patch and repair roofing shingles and damaged flashing on one story dwelling units to abate emergency leaks and damages.
5.     Repair or replace pipes including inside walls, ceiling and floors.
6.     Repairs and replaces commercial and residential commodes, face bowls, toilets, urinals, tubs, showers, control valves and other plumbing fixtures.
7.     Roll, brush and spray paint, re-plaster damaged plastered walls, apply textured and popcorn finishes/coatings on walls and ceiling areas using or operating hoppers and paint spraying equipment.
8.     Checks for and corrects gas or water leaks or other problems. Repair or replace furnace units, plenums, duct work and accessories, *ale* condenser units, A-coils, and case coils, sump and water circulating pumps.
9.     Remove and replace damaged circuit breakers and burned wires, replace wire for branch circuits from electrical service panels to new or existing components or other apparatus.
10.    Licensed to add and recover refrigerants from *ale* condenser units and refrigerators adhering to EPA refrigerant recycling guidelines and safely operating required equipment to achieve refrigerant recovery for storage and transfer or disposal.
11.    Assists in the development of service and repair contract specifications. Advance knowledge and understanding of underground drainage pipe sewer systems some

reading and understanding of basic building plans and blue prints, operating commercial sewer equipment for removing plumbing drain pipe restrictions, knowledgeable of shutting *off* and restoring public water, electrical power and central heating supplies and boiler systems for all developments

12. Completes work orders, work sheets, time sheets and other required documents on a timely basis.
13. Measure, order and properly install kitchen counter tops, tub units, vanity tops and medicine cabinets, remove and re-tiling entire floors, wooden sub-floors, install or hang exterior and interior doors and jams, replace and repair commercial and residential door locks and equipment.
14. Ability to make all repairs of damages needed to completely restore or renovate a vacant unit/apartment.
15. May assist in the inspection of ESLHA units and taking inventory of ESLHA equipment.
16. Some knowledge of maintenance and minor repair of gasoline operated equipment.
17. Takes all steps possible to ensure property conservation. Makes recommendations to improve property conservation.
18. Provides training for less skilled personnel. Counsels and advises residents and staff on maintenance issues.
19. Practices safety precautions and is safety conscious at all times.
20. Performs all key duties of a Maintenance Mechanic.
21. Performs other duties as assigned.

**Performance Standards:**

1. Attendance is reliable; leave does not exceed the amount permitted, the employee has no unexcused absences.
2. Employee takes all appropriate safety precautions to avoid on-the-job accidents, and immediately notifies supervisor of all safety hazards.
3. Employee is available to respond to after hour emergency conditions as needed.
4. Work orders are completed and repairs are made in a timely manner.

5. All equipment, parts, tools, etc are secured daily and kept clean and in good working condition.
6. Appropriately maintain, service and repair major heating, ventilation, air conditioning, and refrigeration systems and equipment.
7. Demonstrates a high level of knowledge of techniques, methods, materials, and equipment used in plumbing, carpentry, heating, electrical, and other household repairs.
8. Demonstrates good resident relations skills and the ability to work well with others.
9. Provides appropriate training as needed for less skilled mechanics and peers.
10. Work completed meets established quality standards.
11. All ESLHA paperwork is prepared properly and submitted (turned in, closed out, etc.) on a timely basis.
12. Supplies needed to perform assigned tasks are properly requisitioned daily.
13. Must wear appropriate uniform, identification, and required work attire including but not limited to steel-toe shoes, necessary ear and eye protection daily.

**Qualifications:**

**Education:** Requires a high school diploma or GED and trade school certificate or equivalent work experience.

**Experience:** Minimum of 5 years of experience in general maintenance and repair. Minimum of 3 years experience in HVAC maintenance and repair. Previous experience in a similar position with a property management entity.

**Special Skills:** Thorough knowledge of heating, ventilation and air conditioning equipment and systems.  
Working knowledge of basic building systems and mechanical trades.

**Other:** Desired experience with maintenance and repair contracts.

**Requirements:** Must have and maintain a valid driver's license throughout employment.

**Salary:** See agreement with Service Employees' International Union, Local 73.  
(Non-Exempt)

## **SCHEDULE "C" Emergency Response Procedure**

### **The Housing Authority of the City of East St. Louis Emergency Response Procedure**

#### **1.0 POLICY**

- 1.1** It shall be the Policy of the Housing Authority of East St. Louis (ESLHA) to respond and abate any and all emergencies within 24 hours.

#### **2.0 DEFINITION**

An emergency is a sudden or unexpected situation that causes potential danger to life, health, and safety to the resident or property that requires immediate response.

The objectives are to abate or complete emergency work orders within 24 hours. Abatement of an emergency work order means that, although the work order was not completed, the threat to life, health or safety has been removed.

#### **3.0 GENERAL GUIDELINES/DEFINITIONS**

Emergencies shall include the following: Gas leaks

Fire

Electrical power failures Passengers stuck in elevator

Sewer back-ups and stoppages that cause flooding Stoppages in units with only one bathroom

Medical emergencies (Life Threatening Situations)

Broken door or window such that the door or window is no longer secure No heat (seasonal from October 15-March 15)

Door entry lock malfunction

#### **3.1 Examples of Complaints NOT Considered Emergencies**

The following are **not** considered emergencies and **will not** be serviced **until** the following day:

Local stoppages (confined to basin or bathtub)

Toilet stoppage that are not flooding

Partial lighting (kitchen not affected)

Lock outs

#### **4.0 HOURS**

- 4.1** ESLHA reserves the right to require employees to work hours over and above those regularly scheduled when conditions warrant.
- 4.2** Emergency Response Person (ERP) will be assigned emergency maintenance duties from 4:30 p.m. on Friday to 8:00 a.m. the next Friday. During that week period, the employee will respond to emergency services on regular workdays from 4:30 p.m. to 8:00 a.m. the



next day, and provide 24 hours coverage on Saturday, Sunday and any holidays, if applicable. An employee who's vacation ends at 4:30 p.m. on a Friday and is assigned ERP duties starting on that same Friday must perform the ERP duties as scheduled or make arrangements with his/her supervisor in advance.

- 4.3 The Maintenance Coordinator (or such other individual designated by ESLHA) shall create and post monthly schedules indicating the ERP weeks and assigned employees.
- 4.4 There will be two (2) Maintenance Mechanic persons assigned per week. When additional assistance is required, ESLHA shall request volunteers and someone will be selected from the volunteer list. If no volunteers, ESLHA reserves the right to require employees to work after hours.
- 4.5 When a Maintenance Mechanic is called out at or after 2 a.m., he/she will be allowed to report to work late the next shift by the amount of time he/she worked on the call out. For example, an employee called at 2:30 a.m., works until 4:30 a.m., will be permitted to report to his/her next shift 2 hours after the shift commences. If the employee elects to report to his/her shift late, the employee will be placed in an approved unpaid leave status for the hours he/she does not work on that shift. It shall be the employee's decision to decide to report to work as scheduled following a call out, or the employee may choose to report to work later, under the procedures set forth above. However, the employee must notify his/her immediate supervisor in advance of the start of his/her next shift, if he/she is electing to report to work late to the following shift, and must notify the supervisor of the call out hours worked and the time the employee will report to his/her next shift.

## **5.0 SCOPE OF SERVICES**

- 5.1 The on call ERP shall be contacted by the answering service and will make the determination to respond based on the emergency.
- 5.2 Lock Out Service - ESLHA does not consider a lockout to be an emergency. ERP shall only respond in cases of life threatening or emergency situations or where there is imminent or substantial risk to ESLHA property. It should be noted that if a resident has installed his/her own lock, no lock-out service will be provided.
  - a. In all cases of after-hours lockout service, the head of household must be able to verify that he/she is a legitimate occupant of the unit.
  - b. The ERP shall inform the resident that they will be charged for lockout service, materials, labor and keys as applicable under the terms of the ESLHA Dwelling Lease.

## **6.0 RESPONSIBILITIES**

- 6.1 Employees shall be required to work as ERP for one week on a rotational schedule. The rotation includes all Maintenance Mechanics I and Maintenance Mechanics II employees. Assigned employees shall be compensated at the rate of \$140.00 per week

(or \$20 per day) plus actual hours worked.

- 6.2 ERP employees on emergency call shall be required to carry the emergency telephone during the assigned week. It shall be the assigned employee's responsibility to ensure that the telephone is working properly.
- 6.3 Assigned employees shall be responsible for coverage which includes remaining within the reception range and call out capability of the telephone.
- 6.4 Assigned employees on ERP service shall be responsible for notifying the Maintenance Coordinator of personal or emergency circumstances that prevent the employee from providing emergency coverage.
- 6.5 If during the period an employee is assigned to ERP service, personal or emergency circumstances prevail that prevent the employee from providing emergency coverage, it shall be the responsibility of the Maintenance Coordinator to secure a relief person to ensure that coverage is provided.
- 6.6 An employee may submit a request to the Maintenance Coordinator for a change in the posted ERP schedule at least one full week before his/her emergency service week is scheduled to begin. ESLHA retains the sole right to deny or approve the requested change.
- 6.7 Upon being "notified" and/or called by the answering service, the employee shall contact the resident immediately (within 15 minutes).
- 6.8 If it is clear that an emergency does not exist, the employee is to notify the resident that there will be no emergency response.
- 6.9 If it is verified that an emergency exists, the employee is to perform the work and shall be compensated at a rate of time-and-a-half (1½) for the actual number of hours worked (rounded to the nearest ¼ hour) over the 40 actual hours worked in the applicable week.
- 6.10 If, after arriving at the scene, it is determined that there is no emergency, the employee shall inform the resident that the work shall not be performed. The employee will receive a "show-up" fee equal to one hour at the appropriate overtime rate.
- 6.11 The employee must properly complete the emergency service report and obtain the resident's signature in order to receive payment for emergency services performed. The only exception to this policy shall be in a situation where the resident arbitrarily refuses to sign the emergency service report. In this instance the employee shall be paid, provided the residents' request for emergency service is documented by ESLHA's answering service. The Property Manager is to be made aware of the situation to discuss this with the resident by the next work day. The employee will submit an overtime sheet to the Maintenance Coordinator.

- 6.12 In the event that an employee responds to a request for emergency service and upon arrival determines that the situation requires additional manpower, the employee shall contact the other assigned Maintenance Mechanic. If unable to assist the employee shall contract Maintenance Coordinator who will call an employee from the volunteer list for assistance.
- 6.13 In extraordinary situations (fire, heavy rain or snow, tornado) when additional manpower is needed, all maintenance employees are required to respond, if requested, unless prohibited by extenuating personal circumstances. Employees shall be paid at the appropriate overtime rate for the actual numbers of hours of work performed.
- 6.14 Employees who are assigned and fail to perform emergency services as outlined in this document shall be subject to disciplinary action up to and including termination.
- 6.15 The ERP on call shall be responsible for providing documentation of supplies/materials used. The ERP will record the time on an overtime log and attached work orders. This will be submitted weekly to the Maintenance Coordinator in a designated place.
- 6.16 The ERP shall notify the applicable Property Manager of any condition which arose during the after-hours emergency service that requires a follow-up and on those conditions that may result in damage claims or charges.
- 6.17 The ERP on call shall be responsible for reporting problems with the vehicle, cell telephones, emergency call out numbers and keys to buildings to the Property Manager. Problems with telephones must be reported immediately to the Property Manager.
- 6.18 The ERP on call shall be responsible for ensuring that vehicle used for service shall contain at least one-half (½) tank of gasoline before returning to the assigned post.
- 6.19 The Maintenance Coordinator shall only approve requests for a change in assigned employees scheduled for ERP service when extraordinary circumstances exist. Extraordinary circumstances is defined as any activity that presents the employer with a specific emergency that prevents them from performing their assigned day or week. An example, death of an immediate family member or a family emergency. This situation will be decided on a case- by-case basis.
- 6.20 The Property Managers shall be responsible for ensuring that a work order is generated for each call out. However, the ERP on call must complete the work order, include the development name, the name and address of the resident, apartment number (if applicable). date. nature of the requests, etc. In addition, the time of dispatch and the time of callback by the ERP after completion of the work order shall be included on the work order form. **Please Note: A resident's signature is to be obtained upon abatement or completion of all emergency work orders for occupied units.**

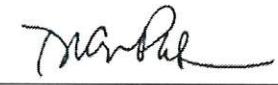
- 6.21** The Property Manager shall insure that the ERP has adequate resources, including access to supplies, tools, telephone accommodations, vehicles, time card. applicable keys, etc.
- 6.22** The Property Managers shall inform residents that ERP services are limited to emergencies only.
- 6.23** The ERP on call should handle and inform the Maintenance Coordinator of any unusual conditions which may arise and that would require special handling of service calls, such as high voltage service from the utility company.
- 6.24** The use of all forms of leave, with or without pay (i.e. Annual leave. Personal Days, Unauthorized Absence, etc.), shall be included in the computation of extra hours for the purpose of calculating overtime pay.

IN WITNESS WHEREOF, the parties have caused the same to be signed by their duly authorized officers on this 21<sup>st</sup> day of July, 2022.

Housing Authority of the City  
of East St. Louis

Service Employees International Union  
Local 73

  
Executive Director Angela Perry

  
President Dian Palmer