

**AGREEMENT**

**between**

**THE HIBBING HOUSING AND REDEVELOPMENT AUTHORITY**

**and**

**MINNESOTA COUNCIL 65  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**CHAPTER OF LOCAL #791**

**OCTOBER 1, 2016 - SEPTEMBER 30, 2019**



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## AGREEMENT

### ARTICLE I RECOGNITION

The Hibbing Housing and Redevelopment Authority, hereinafter referred to as the HHRA or Employer, hereby recognizes Chapter Local 791, American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, as the exclusive representative for collective bargaining purposes covering all terms and conditions of employment as per the Public Employees Labor Relations Act (PELRA) of all regular full-time and part-time employees who meet the definition of "employee" as set forth in Minnesota Statutes, Section 179A.03. The articles contained in this Agreement shall be the sole regulating factor as to the terms and conditions of employment for the bargaining unit employees.

### ARTICLE II PAYMENT OF DUES

#### Section 1.           Right to Join or Refrain from Joining

It is recognized that employees have the right to join or refrain from joining labor organizations for the purposes of representation in their employment relations with the Employer. Therefore, membership in any organization shall not be required as a condition of employment with the Employer and neither the Employer nor the Union will discriminate with respect to any term or condition of employment for the purpose of encouraging or discouraging membership in any labor organization.

#### Section 2.           Dues Deduction

##### Section A.       In recognition of the Union as the exclusive representative:

1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union, from the wages of all employees authorized, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and
2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wage deductions were made along with other pertinent employee information necessary for the collection and administration of union dues; preferably in an Excel formatted report that may be electronically transmitted or by U.S. Mail; and
3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format or via U.S. mail.

Section B.       Fair Share/Agency Fee. The Union may collect an Agency Fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A, Subd.3.

Section C.       The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, and orders or judgements brought or issues against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3.            Fair Share Fee

In accordance with M.S. 179.05, Subd. 2, as amended, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. Fair share fee for any employee shall be an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to the members of the exclusive representative, but in no event shall the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the Employer, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner of the Minnesota Bureau of Mediation Services, the Employer, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event that a challenge is filed, the deductions for the fair share fee shall be held in escrow by the Employer pending a decision by the Director of Public Employees Relations Board or Court of competent jurisdiction. Any fair share fee challenge shall not be subject to the grievance procedure.

**ARTICLE III**  
**HOURS OF WORK**

Section 1.

- a) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday through Friday, with overtime paid at time and one-half (1-1/2) rates for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Vacation and sick leave to be counted as hours worked.
  
- b) If an employee is working a flex schedule that has been approved by the Executive Director, overtime will be paid at time and one-half (1 ½) rates for all hours worked in excess of forty (40) hours.

Section 2.

All overtime work in each classification and department shall be distributed as equitably as possible among the employees in that classification and department.

Section 3.

- a) Call out pay will be compensated at three (3) hours at time and ½, after the initial 3 hours, all remaining time will be paid as straight time, either cash or comp time, at the employee's discretion. Time off is taken with Employer approval.
  
- b) All new Maintenance Mechanics hired after 10/1/13 must live within 20 miles response time to be on call

Section 4.

The normal work day of office employees of the HHRA shall be eight (8) hours, with a one-half (1/2) hour unpaid lunch break. Any change in hours of work must be made with mutual consent. The normal workday for maintenance employees shall be eight (8) hours with a 20 minute paid lunch break.

Section 5.

The Employer retains the right to contract out work that exceeds the ability of its employees. The determination of this fact shall be at the sole discretion of the Employer.

Section 6.

When working overtime, payment can be made in either cash or comp time off at the employee's discretion. All overtime is at one and one-half (1-1/2) times the hourly rate. Time off is taken with employer's approval.

**ARTICLE IV  
HOLIDAY PROVISIONS**

Section 1.

All regular full and part-time employees who have completed their probationary period shall receive the following paid holidays:

Christmas Day  
Floating Holiday (2)  
Fourth of July  
Friday after Thanksgiving  
Good Friday  
Labor Day  
Memorial Day  
New Year's Day  
President's Day  
Thanksgiving Day  
Veterans Day

Section 2.

Employees who are required to work on any of the above named holidays shall be compensated at a rate of one and one-half (1-1/2) times their normal hourly rate for all hours worked in addition to their regular holiday pay.

Section 3.

If a holiday falls on a Saturday, it shall be observed on a Friday. When it falls on a Sunday, it shall be observed on a Monday.

Section 4.

In order to receive holiday pay, the employee must work the scheduled work day preceding or the scheduled work day following the holiday, except for a bona fide illness.

**ARTICLE V**  
**VACATIONS**

**Section 1.**

Employees shall receive annual vacation with pay according to the following schedule:

<u>Years of Service</u>	<u>Days Accumulated Per Month</u>	<u>Total Days Allowed Per Year</u>
1	1	10
6	1-1/2	15
10	2	20
18	2-1/2	25
25	3	30

New Hires after October 1, 2013 shall receive annual vacation with pay, after one full year of employment, with pay according to the following schedule:

<u>Years of Service</u>	<u>Days Accumulated Per Month</u>	<u>Total Days Allowed Per Year</u>
1	½	5 (on or after 1 year anniversary date)
2 – 5	1	10
6	1-1/2	15
10	2	20
18	2-1/2	25
25	3	30

Pay for vacation period shall be at the employee's regular rate of pay not considering overtime.

In determining vacation schedules, the wishes of the employees will be respected as to the time of taking vacations, insofar as the needs of the employer will permit.

In the case of death, the employee's earned vacation (pro rated to the nearest month) will be paid to their named beneficiary. It is the responsibility of the employee to keep their beneficiary current.

**Section 2.**

Vacation time earned in one year can be carried over to the following year only. Such vacation time carried over to the following year must be paid out at the rate that it was earned. Any vacation time carried over to the following year and not used will be lost.

**Section 3.**

The employee's seniority shall be the determining factor on vacation scheduling.

**Section 4.**

Vacation is accrued on a 10 month basis, beginning in the month of hire annually.

**ARTICLE VI**  
**SICK LEAVE**

**Section 1.**

Sick leave shall be earned by employees at the rate of 1.75 days per month with a maximum

accumulation of one hundred and eighty (180) days. No sick leave shall be earned by the employee when that employee is on sick leave.

Section 2.

Sick leave is hereby defined to mean the absence of an employee because of illness, or for attendance of such employee upon a member of their family (spouse and children) requiring the care or attendance of said employee. The Board may grant time off for attendance of mother and father of employee or spouse, on a case by case basis. In the case of such attendance of an employee upon a member of their family, a maximum of three (3) days will be allowed, and the Employer may require a doctor's certification of the need for such employee's attendance.

Section 3.

An employee taking sick leave shall be required to notify the Employer of the nature of the illness and of the inability to report for duty prior to the commencement of the regular shift. The third day of sick leave absence shall not be paid unless it is approved by the Employer or unless the employee furnishes a doctor's certificate of illness. When a claim is made for sick leave pay by an employee when in fact is not actually sick, it shall be grounds for immediate permanent termination of employment. In addition to the above, once an employee has taken five (5) days sick leave in a calendar year, the employee shall furnish a doctor's excuse at the request of the Employer for each and every other day of sick leave taken during that year.

Section 4.                    Funeral Leave

A maximum of three (3) days sick leave shall be granted with pay when a death occurs in an employee's immediate family, namely: husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandchildren, grandparents, brother-in-law and sister-in-law. Two (2) additional days may be allowed when travel is necessary, subject to the approval of the Employer. This time off for death in the family shall be deducted from sick leave accumulation.

Section 5.

- A.     Effective September 30, 2016, all employees who have reached an age acceptable to Federal Social Security or the private pension plan in effect at the time the employee qualifies for annuity under said plan or plans, and who have at least ten (10) years of service for the Employer, and who retire, shall continue to be covered under the life insurance plan or plans and the existing hospital medical, surgical, drug and dental programs covering employees of the HHRA or supplemental insurance plan for those retirees who are or will be eligible for Medicare. The Authority shall pay all insurance premiums in full, to include dependent coverage and disability retirement.
- B.     Employees hired after 1/1/86, shall not be eligible to receive any hospital medical insurance premium participation from the Employer following their retirement.
- C.     The employee shall be allowed the option to continue said insurance by the employee paying the total cost of the premium. Said amount to be submitted to the Employer on a monthly basis. Failure to submit same when due shall terminate said insurance coverage.
- D.     All active employees, upon retirement, shall be paid unused sick leave into Health Retirement Account as follows:  
  
15 years – 25%  
20 years – 40%

25+ years – 50%

Section 6.

If an employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and regular wage, the same to be deducted from the said accrued vacation or sick leave benefits. The Employer will provide for the payments described in this Section during periods of disability. It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section 7.

- A. When an employee is out of work due to illness and has exhausted all of their sick leave, the Employer shall continue to pay the employee's hospital medical, dental and life insurance for a period not to exceed six (6) months after said exhaustion, providing the employee has more than ten (10) years of service for the Employer.
- B. When an employee is out of work due to a Worker's Compensation injury, the Employer shall continue to pay all health and welfare benefits for as long as the employee is unable to work due to said injury, not to exceed six months.

**ARTICLE VII**  
**PART-TIME EMPLOYEES**

Regular part-time employee is defined as an employee who works less than thirty-two (32) hours per week. Regular part-time employees shall be entitled to all benefits the same as full-time employees, except that said benefits shall be applied on a pro rata basis. Temporary employees shall not be entitled to any of said benefits.

**ARTICLE VIII**  
**SENIORITY**

Section 1.

Seniority shall be granted to all employees on a departmental basis. Department I shall be "Maintenance Personnel"; Department II shall be "Office Personnel". The seniority date is to be considered the first day of employment as a regular, part-time or full-time employee of the Employer. Employees shall be placed on the seniority list as of the first day of employment upon completion of six (6) months and shall be paid the appropriate wage for the position held and shall otherwise be covered by the provisions of this Agreement upon attainment of six (6) months of service.

Section 2.

An employee shall be considered to be on probation for six (6) months of employment and may be dismissed for any reason without recourse to any provisions of this Contract. An employee shall not have any rights to any of the benefits hereunder during the period of probation, except that the employee shall accumulate sick leave and vacation time during the probationary period, but shall not be eligible to take it until the completion of the probationary period. No employee shall be laid off prior to completing the probationary period and subsequently rehired for the purpose of avoiding the qualification of that employee for a permanent employee status.

Section 3.



An employee shall lose seniority for the following reasons:

1. Voluntary resignation
2. Discharge for cause
3. Absence from work for three (3) days without notification to the supervisor unless the employee has a bona fide reason
4. Medical leave of absence due to illness or injury for a period of more than one (1) year. The Employer may grant continuation of seniority if application is made for continuation during the one year period.

Section 4.

In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring on a departmental basis. Employees shall be rehired according to seniority in the inverse order of layoff on a departmental basis, except that no employee shall be retained or recalled if the employee is unable to immediately perform the work available. Recall from layoff shall be by telephone. If the employee cannot be reached, the Employer shall recall the employee to work by certified letter sent to the employee's last known address. The employee must return to work within twenty (20) calendar days of the date of the letter or forfeit all recall rights.

Section 5.

Notice of all vacancies and newly created positions shall be posted on the employees' bulletin board, and the employees shall be given seven (7) days time in which to make an application to fill said vacancy or new position. The senior employee in a department making application shall be transferred to fill a vacancy or new position within the department provided they have the necessary qualifications to perform the duties of the job involved. In the event of a vacancy, the Employer shall have the right to determine whether or not to fill said vacancy. Such determination shall be made at the next regularly scheduled HHRA meeting which is at least seven days subsequent to the existence of the vacancy. In the event the Employer determines to fill the vacancy, posting shall be made for vacancy within five (5) working days from the date of the HHRA meeting. The department head or other appropriate appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. The appointed employee shall be given a thirty (30) day trial period in which to determine his qualifications for the position. An employee so transferred shall be on probation in the new position for a period of thirty (30) calendar days, during which time they may elect to be returned to their previous position without loss of seniority in that position.

Section 6.

Vacancies in existence for an extended period of time shall not be filled by temporary help.

Section 7.

In the event of a layoff or a reduction in force, transferring of an employee, or the elimination of a position, a senior employee may exercise seniority preference over a junior employee within their department, provided they have the necessary qualifications to perform the duties of the job involved.

**ARTICLE IX**  
**DISMISSALS, DEMOTIONS, RESIGNATIONS AND TRANSFERS**

**Section 1.**

Discharges, demotions or transfers to a lower classification shall be made only for just cause. Union Grievance Committee and the employee affected shall receive notice in writing of any such action. Such action shall be subject to the grievance procedure.

**Section 2.**

Employees must give the Employer two (2) weeks notice of termination, except in the event of emergency. Failure to provide such notice shall result in an automatic loss of vacation pay.

Upon resignation, an employee must work the two (2) week period after notice is given to get their vacation payout. No sick leave is permitted during that time without a note from a medical provider. Vacation time is granted only at the discretion of the employer. No personal leave or holidays may be taken.

**Section 3.**

It is mutually understood and agreed that in establishing and administering disciplinary procedures, that the concept of "progressive discipline" shall prevail, although it is recognized that there are some offenses which may, in extreme instances, require more stringent discipline than normal progress. The normal disciplinary progression shall be:

W	Written Reprimand
TL	Temporary layoff without pay for three (3) working days
TL	Temporary layoff without pay for five (5) working days
D	Discharge

The following are some specific offenses and the normal progressive steps that will be involved in the discipline and discharge procedure. It is not deemed to exclude Management's right to discipline or discharge employees for any other just cause.

1. Insubordination, including refusal or failure to perform work assigned. (W) (TL 3) (TL 5) (D)
2. Possession, use of, or being under the influence of any alcoholic beverage or any type of dependency drugs during work periods or on the Employer property at any time (TL 3) or (3)
3. Absenteeism without leave or without satisfactory explanation. (W) (TL 3) (TL 5) (D)

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**Section 1.**

The employee and the Union will attempt to adjust all grievances which may arise by virtue of this Agreement in the following manner:

Step 1. An effort shall be made to adjust the grievance between the employee and the Employer.

Step 2. In the event no settlement is reached in Step 1, the employee and/or their representative and their supervisor shall meet with the Employer and/or their representative in an effort to solve the grievance.

Step 3. In the event no settlement is reached in Step 2, the grievance may be requested to go to grievance mediation conducted by the Bureau of Mediation Services. Such request must be made within ten (10) working days following the decision in Step 2. If both parties agree to mediation, the Bureau of Mediation Services will be contacted within ten (10) days of agreement. If mediation is not agreed to by both parties, proceed to Step 4.

Step 4. In the event no settlement is reached in Step 3, the grievance shall be submitted to arbitration if approved by the Union, and the decision of the arbitrator shall be final and binding on true parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the State Bureau of Mediation Services to furnish a list of prospective arbitrators. From this list, each party shall enter and strike one (1) name until one (1) remains. The last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days of the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally by the parties.

**Section 2.**

Duly authorized representatives of the Union shall have the right to accompany the employee and/or the grievance committee in the discussion or adjustment of Union grievances. Grievance committee shall only be permitted in Step 1.

**Section 3.**

It is recognized that the Union has the right to file a grievance on behalf of any individual employee or group of employees, and the Employer shall recognize that grievance. If the matter remains unsolved, arbitration as outlined in the grievance procedure may be used.

**Section 4.**

Grievances must be filed within thirty (30) days of their occurrence, or they shall be barred. The Employer shall give the Union an answer to the grievance within thirty (30) days after the grievance is

submitted in writing, or the grievance shall be considered denied.

Section 5.

The arbitrator shall be bound by the terms of the contract and shall not add to or delete from any language contained therein.

Section 6.

The employee processing a grievance under the grievance procedure section of this Agreement agrees to be barred from seeking redress through any other judicial or quasi judicial process. Any employee who has processed a claim through another judicial or quasi judicial process on the same subject shall be barred from utilizing the grievance procedure.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

Section A.

A. Unpaid Leave of Absence

Medical – An employee may be granted an unpaid medical leave of absence for a period not to exceed six months with a medical provider’s statement(s) supporting the medical necessity of the leave. All paid time (vacation, personal leave and sick leave) must be taken before an unpaid leave is granted. An employee must have completed their six month probationary period to be eligible. Holidays are not paid; sick leave and vacation do not accrue during leaves of absence. Employees with less than 10 years seniority will need to pay all insurance premiums while on leave. Employees with more than 10 years are covered under Article XII, Section 3a. No retirement contribution will be made. Employees on approved medical leave may return to the position from which they took leave, provided the position still exists and their medical provider has authorized their return.

B. Non-medical: An employee may request a leave of absence for non-medical reasons for up to six months. The leave will be considered on a case-by-case basis after a written request is received by the Executive Director. Requests should be submitted at least 10 days prior to the start of the leave, unless exceptional circumstances exist. Requests must state a return to work date. All paid time (vacation) must be taken before an unpaid leave is granted. An employee must have completed their six month probationary period to be eligible. Employees need to pay all insurance premiums while on leave. No retirement contribution will be made. Employees on approved leave may return to the position from which they took leave, provided the position still exists. Holidays are not paid; sick leave and vacation leave do not accrue during leaves of absence.

C. Military Leave: as per 38 USC 4301 and Minnesota Statutes 181.946

D. Jury Duty Leave: as per Minnesota Statutes 593 – Employees serving on a jury will be compensated in full for up to 10 days of service, provided they turn over their jury duty reimbursement to the HRA. Employees absent for work for more than 10 days can utilize vacation or unpaid leave of absence to cover their absence.

E. School Leave: as per Minnesota Statute #181.9412 – Up to 16 hours of paid or unpaid leave is available annually for parents to attend school-related activities that cannot be scheduled outside of normal business hours. Paid time would come from the employee’s vacation accrual. Where the need for school leave is foreseeable, the employee will give the employer sufficient advance notice of the leave so as not to disrupt operations.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**Section 1.**

The Union shall be permitted the use of bulletin boards for posting of matters of interest to its members.

**Section 2. Savings Clause**

Any Article, Section, clause or statement contained herein that in any way violates Federal or State laws and rules of any subdivision therein shall be of no force and effect. The remainder of this Agreement shall not be affected thereby.

**Section 3.**

The Authority agrees to allow time off without loss of pay for one (1) committee person for negotiation purposes.

**Section 4.**

Employees who are authorized to attend seminars shall be, upon request, entitled to have the Employer pay any pre-registration fee direct to the authority conducting the seminar. All other necessary expenses authorized shall be paid the employee the first pay period following the submission of receipts for said expenses.

**Section 5.**

Employees who are required to use their own vehicles for on the job duties shall receive mileage pay equal to that allowed by the State of Minnesota to the state employees.

**Section 6.**

No Smoking Policy will be followed the same as residents by all HRA employees.

**ARTICLE XIII**  
**BENEFITS AND WAGE**

**Section 1.**

All employees shall be covered by the following insurance programs as outlined herein, if desired:

- A. Group Life Insurance. After six (6) months of employment, all active employees up to age 71 shall be covered by a \$10,000 life insurance policy, full premium be paid by the Employer. Active employees after 71 or employees qualifying for retirement shall be covered by a \$2,000 paid-up life insurance policy, premium to be paid by the Employer.

Life insurance and accidental death and dismemberment insurance at or above one and one-half (1-1/2) times employee annual salary. Premium paid by Employer.

- B. Effective March 1, 2014, employees of the HHRA will participate in a Health Plan to Blue Cross/BlueShield Blue Access HSA \$2000/\$4000 non-embedded deductible and no coinsurance.

The employer contribution on premium will be 80% of premium, the employees will then divide the remaining 20% premium and pay equally so all members in single policy

pay the same rate and all members of family policies pay the same rate.

HHRA will evaluate insurance policies on an annual basis. If an equal or better plan is offered with a lower premium, the HHRA will switch the policies with the employee's approval.

- C. Medicare Supplemental Plans: BCBS Platinum Blue complete and Medicare Part D Enhanced Drug Coverage Plan for Medicare eligible employees or spouses and retiree Dan Tepovich and potential retiree Mark Jones. The HHRA will pay 80% of the premium for those plans. The HHRA does not pay Medicare Part B premium.
- D. Health Savings Account – The employer will fund 90% of the deductible; this will be \$1800 for single families and \$3600 for those on the family plan.
- E. A 70/30 present Dental plan
- F. If retiree predeceases their spouse, spouse is eligible to continue benefits as per COBRA laws.

**Section 2.**

A. The wage agreed upon is shown below. An employee with five (5) years or more of service shall receive a 1% longevity payment in addition to base salary; an employee with eight (8) years or more of service shall receive a 2% longevity pay increment in addition to base salary; an employee with ten (10) years or more service shall receive a 4% longevity pay increment in addition to base salary; an employee with fifteen (15) years or more service shall receive a 6% longevity pay increment in addition to regular base salary. An employee with eighteen (18) years or more service shall receive a 7% longevity pay increment in addition to regular base salary. An employee with twenty-three (23) years or more service shall receive 8% longevity pay increment in addition to regular base salary. An employee with twenty-seven (27) years or more service shall receive 9% longevity pay increment in addition to regular base salary. An employee with thirty (30) years or more service shall receive 10% longevity pay increment in addition to regular base salary.

**B. Pay Scale:**

	Hourly Base	2016-17 2%	2017-18 1.75 %	2018-19 1.75 %
Maintenance I	20.84	\$ .42	\$ .36	\$ .36
Maintenance II	19.68	\$ .39	\$ .34	\$ .34
Finance & Pro	18.54	\$ .37	\$ .32	\$ .32
Service Coordinator	19.00	\$ .38	\$ .33	\$ .33
Lead Maintenance Mechanic	20.89	\$ .43	\$ .37	\$ .37

All employees hired after August 1, 2013 shall have the following base pay:

	Probation 6 months	Hourly Base	1 Year	2 Years	3 Years
Rental Clerk	13.05	15.36	16.28	17.34	18.54
Maintenance II	13.54	15.93	16.88	17.98	19.23

\*Each percent increase is figured off of the start base until general base is reached.

\*\*Each increase is pay that will be given after an evaluation was given of each employee and that employee has demonstrated an increased knowledge of their job and a satisfactory performance review.

\*\*\*Job reevaluation to be done on all employees prior to end of this contract.

Section 3.

Pay days shall be once every two weeks.

Section 4.

A due bill showing deductions made from an employee's pay shall be furnished each employee.

Section 5.

Employees shall be paid the classification rate of the job they perform on a daily basis, so long as it is approved by the Union and seniority has been considered.

Section 6.

Retirement plan coverage and contribution participation to same shall be maintained by the Employer for all employees. The policy shall be attached to the bargaining agreement. If there is any change in the pension plan, the Employer shall meet and negotiate with the Union, and any agreement arrived at shall be subject to HUD approval.

Section 7.

Employees on probation shall be paid a rate of 85 percent of the full rate of pay for the position for which they are hired.

Section 8.

It shall be understood by the parties that the Maintenance Mechanic II position shall be set upon an apprentice program, and reclassification to a Maintenance Mechanic I position will be evaluated at the end of a two year period from the date the employee was hired to work as a Maintenance Mechanic II. The Executive Director will conduct a performance appraisal at said time to determine whether or not the employee will be advanced to Maintenance Mechanic I. In the event of a denial of the advancement, the employee involved shall have the right to grieve.

**ARTICLE XIV**  
**TERM OF AGREEMENT**

**Section 1.**

It is the consensus of this Commission that any former practices of contract negotiations to previous standards are hereby abolished. It is further understood that future negotiations with the H.R.A. are autonomous in process and nature.

**Section 2.**

The provisions of this Agreement shall remain in effect from October 1, 2016 to September 30, 2019, and from year to year thereafter unless either party gives notice of the desire to terminate or amend said Agreement at least thirty (30) days prior to the annual renewal date.

Dated this 18 day of October, 2016.

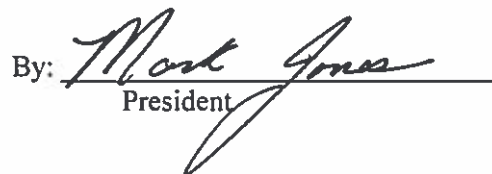
HIBBING HOUSING AND  
REDEVELOPMENT AUTHORITY

LOCAL UNION #791, AFSCME  
AFL-CIO

By:   
Executive Director

By:   
Staff Representative

By:   
Board Chair

By:   
President



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HIBBING HOUSING AND REDEVELOPMENT AUTHORITY, HIBBING MN  
AND  
AFSCME COUNCIL 65, LOCAL 791

The parties to the Agreement, i.e. Hibbing HRA (the Employer) and AFSCME Council 65, Local 791 (the Union) have agreed that the settlement agreement for the contract covering October 1, 2009 through September 30, 2013, included a provision on retiree health care benefits that was not appropriate for inclusion in the collective bargaining agreement, and heretofore agreed to this MOU as a mechanism to resolve the issue.

Any reference to current employees (those retired prior to 7/1/2010) shall be removed from the new collective bargaining agreement (10/1/09 – 9/30/2013). Prior retirees shall be provided health care benefits as prescribed by the collective bargaining agreement they retired under or be kept whole on comparable plans.

1. Retirees who have to date incurred any out of pocket expenses (premium or co-pays) related to health care coverage that was impacted by the original settlement of the new bargaining agreement, shall be reimbursed by the Hibbing HRA upon receive of documentation or receipts for those expenses that would not have been incurred had there been no change in the health insurance benefit arrangement.
2. The October 1, 2009 through September 30, 2013 collective bargaining agreement shall be modified to reflect a reduction in the wage adjustment for 10/1/12 from \$.60 per hour to \$.45 per hour for bargaining unit employees.

In agreement and on behalf of Hibbing HRA

In agreement and on behalf of AFSCME

  
Jacqueline Prescott, HRA Executive Director  
Agent

  
Tim Hoshal, AFSCME Business

  
Mark Gardeski, Board Chair

  
Mark Jones, Local 791 President

Dated 11/10/14

Dated 11/10/14



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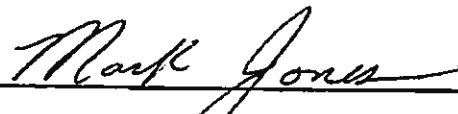
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**Memorandum of Understanding**

AFSCME Council 65 Local #791 and the Hibbing HRA mutually agree to allow the Hibbing HRA to hire an apprentice for the Maintenance Mechanic opening. With this internship, the apprentice will be required to complete 960 hours of work before they complete their probationary period. Work weeks during the probationary period may only consist of 20-30 hours of work per week.

 12/6/2016

Tim Hoshai, AFSCME Council 65

  
Mark Jones, HRA Staff Representative

  
Jackie Prescott, Executive Director Hibbing HRA

  
Mark Gardeski, Chair of the Board, Hibbing HRA

