

# LABOR AGREEMENT

between

THE CITY COUNCIL OF HIBBING, MINNESOTA

and

THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 791

JANUARY 1, 2023 - DECEMBER 31, 2025

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## AGREEMENT

### ARTICLE 1 RECOGNITION

City of Hibbing, Minnesota hereby recognizes Local 791, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all regular, full-time and part-time employees as they are defined and set forth in the Public Employment Labor Relations Act for the State of Minnesota, hereinafter referred to as the PELRA. Excluded from such unit are elected officials, employees of the Fire and Police Departments, City Attorney, City Engineer, supervisory employees, confidential employees, Building Official, and City Planner.

### ARTICLE 2 MANAGEMENT RIGHTS

Section 1. A public employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such area of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel.

Section 2. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to determine the qualifications for positions and of applicants; to hire, assign, direct, and determine the number of personnel; to issue, amend, and revise policies, rules, regulations, and practices; and to establish work schedules.

Section 3. All rights and authorities which the Employer has not specifically abridged, delegated, or modified by expressed provisions of this Agreement are retained by the Employer. The Employer's failure to exercise any right, prerogative, or function on hereby reserved to it or the Employer's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise the same in some other way not in conflict with the express provisions of this Agreement.

## ARTICLE 3

### PAYMENT OF DUES

#### Section 1. In recognition of the Union as the exclusive representative:

- 1.1 The Employer shall deduct an amounts monthly sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union, from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and the Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer; and
- 1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office as designated by the Union, with a list of the names of the employees from whose wages 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 US Mail; and
- 1.3 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 US mail.

Section 2. 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 MN Stat. Sect. 179A.06, Subd. 3.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 4. Bulletin Boards: The Union shall be permitted the use of bulletin boards for posting of matters of interest to its members.

Section 5. Time Off For Negotiations: City Council agrees to allow time off for up to three (3) committee members for negotiation purposes.

Section 6. Leave of Absence for Union Business: Any employee elected by the Union to represent such Union at International, State or Council 65 conventions and seminars which require the employee's absence from work shall, upon request of two calendar week's-notice, be allowed to attend such meetings in accordance with the following:

<u>Type of Meeting</u>	<u>Delegates</u>	<u>Working Days Allowed</u>
		<u>Off Without Pay</u>
International (bi-annual)	1	7
State Federation (annual)	1	3
Council 65 Conventions of or Seminars	3 (not to exceed one per department)	2

The employee shall have the option of using vacation time for said leave. The City shall have the right to reschedule other employees where necessary to provide coverage for the above absences.

#### ARTICLE 4 BASE PAY RATES

Section 1. Base Pay Rates. In calendar years 2023, 2024, and 2025, respectively, employees will be paid base pay as established in employer's base pay structure. Attached hereto for reference in Appendix A are the following, based on the employer's base pay structure:

- 1) Job Class and Grade, as established by employer, subject to employer review and modification; and
- 2) 2023, 2024, and 2025 Base Pay Schedules.

The hourly base pay rate for employees is based on the base pay divided by 2,080 hours.

Wages, vacations, sick leave, and sick leave bonus will be computed on an hourly basis using two thousand eighty (2080) hours per year, and one hundred seventy-three and three-tenths (173.3) hours per month.

The employee's anniversary date shall be the determining factor on vacations and sick leave. If the date that a performance evaluation for step increase purposes of an employee is completed after the end of the pay period in which the employee's anniversary date falls, the employee will be advanced to the next step based on the employee's date in position.

Section 3. Pay Days. Paydays shall be bi-weekly - every other Friday. A due bill showing deductions made from an employee's pay shall be furnished each employee.

Section 4. Seminar Advances. Employees who are authorized by the City to attend seminars shall be, upon request, entitled to have the City pay any pre-registration fee direct to the authority conducting the seminar. No other expenses of attending such seminars shall be prepaid.

Section 5. New Hires: Post-Retirement Health Care Account. Any employee hired after January 1, 2007 shall contribute 2% of their gross wages to a Post-Retirement Health Care Account, effective the pay period in which they reach their first anniversary. For all employees hired after January 1, 2007, the City will submit \$125 in February of each year to the PRHC account.

**ARTICLE 5**  
**HOURS OF WORK OVERTIME SHIFT DIFFERENTIAL PREMIUMS**

**Section 1.**

- a. The normal hours of work for sewage disposal plant employees shall be eight (8) hours per day as per schedule. Sewage disposal plant employees shall receive overtime pay for all hours worked in excess of eight (8) hours per day or 22 days per month. (See App. E – 10-hour workday.)
- b. The normal hours of work for library employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Saturday.
- c. The regular shift schedule for employees at the Memorial Building who normally work weekends shall be as follows: Five (5) consecutive shifts/two (2) scheduled shifts off, unless the employee and the department head have reached a mutual agreement to an alternative schedule prior to the posting of the schedule. An employee may be required to work on a regularly scheduled day or shift off for which he/she shall be paid time and one-half (1 1/2) the base pay rate for all hours worked. The Employer shall post each month's work schedule a minimum of two (2) weeks in advance of the month scheduled; i.e., February's schedule shall be posted no later than January 15.
- d. The normal hours of work for all other employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday. .
- e. Employees shall not be required to work split shifts unless mutually agreed to by the individual employee.
- f. Hours worked in excess of eight (8) hours per day or forty (40) hours per week, except as outlined above, shall be paid time and one-half (1 1/2) the employee's base pay rate.
- g. Vacation, sick leave and personal leave time shall be counted as hours worked for all purposes of this contract.

**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, and a list of such overtime shall be maintained. There shall be no mandatory or forced overtime in any

department, except when a State, County or City disaster has been declared by the governing body, or when the safety of the public is as immediate risk.

Section 3. When an employee reports for work, he/she shall receive three (3) hours work or three (3) hours minimum reporting pay.

Section 4. The City shall have the option to schedule Garbage Collection Department employees four (4), ten (1) hour days per week with time and one-half (1/2) paid after ten (10) hours per day and forty (40) hours per week. Employees working on a four (4), ten (10) hour day schedule shall have their vacation and sick leave benefits applied on the hourly basis. Prior to changing the schedule, the Union will be notified and given opportunity to negotiate the days to be worked.

Section 5. The normal work-day of employees of the Street and Alley Department, City Garage and Sanitation shall be eight (8) consecutive hours with a twenty (20) minute paid lunch break included. Any change in hours of work must be made with mutual consent.

Section 6. Overtime hours may be compensated by compensatory time off at the rate of time and one-half (1 1/2), with the consent of both the employer and the employee. A maximum of eighty (80) hours (computed by adding in the additional one-half (1/2) time) of compensatory time off may be accumulated. (As identified in the payroll schedule). Upon request of the employee received not later than December 1, the employee's accumulated compensatory time will be paid off in a separate check in December. Employees may carry over a maximum of 80 hours per year in which the amount of hours over 40 hours carried over will be counted against the accumulation of 80 hours the next year. Any compensatory time provision that is not in conformity with either State or Federal law should be modified to conform with that law. Accrued compensatory time off shall be granted upon the request of the employee, unless it will create a verifiable hardship for the employer (as per the FLSA).

Section 7. Heavy equipment operators working shift schedules during the night snow plowing season shall be entitled to select the shift by seniority, such selection shall be made prior to commencement of the night snow plowing season and shall not change during the entire season. For employees assigned snow removal, plowing duties, and are subsequently asked to begin their shift at 3:00 or 4:00 a.m., they shall receive an additional \$2.00 per hour only for the hours worked prior to the employee's regular scheduled shift. (This does not apply to the voluntary schedule changes.)

## Section 8. Standby Duty at Waste Treatment Plant

- (a) Employees whose job requirement includes assignment to take emergency calls outside of normal scheduled hours will be required, during periods of such assignment, to make themselves available to their worksite within twenty-five (25) minutes. Contact by the City to individuals on such standby duty shall be by an electronic paging system to be furnished by the City.
- (b) When employees have been placed "on call," they shall be called before or concurrently with other employees in the case of emergencies.
- (c) The "on call" employee shall complete a form associated with trouble calls and shall submit a concise report as to the difficulty involved, the corrective action associated therewith, and, if there is a delay in restoring services, an explanation shall also be provided for this delay. The "on call" employee shall call in an extra employee(s) for assistance only after determining that such help is required. .
- (d) Any employee who is assigned by the City to take emergency calls outside their normal scheduled hours will be paid one and one-half (1 1/2) hours at base pay rate for each day assigned, Monday through Friday; three (3) hours at base pay rate for each Saturday or Sunday so assigned; or three (3) hours at base pay rate for each recognized holiday so assigned. If called upon to perform work, in addition to the call time pay, the employee will be paid for the time worked at the rate applicable but not less than three (3) hours at the applicable overtime rate for each time called out.
- (e) An employee "on call" under the standby portion of this Agreement is responsible for notifying the City if they become too ill to perform the job in the event of an emergency call. This would apply whether the employee was sick for the regular shift or if the incapacity occurred during or after the regular shift had been completed. Such notification in the event of illness or serious accident is paramount to the continued success of serving citizens in an emergency situation.
- (f) If an on-call employee does not report to the worksite in the time allotted in Section (a), or fails to respond to their page, the "on call" employee shall forfeit the "on call" pay for that day.

(g) This on-call provision applies to bargaining unit members only.

Section 9. Shift Premium Pay. Employees required to work on Saturdays and/or Sundays, as part of their normal work week, shall receive an additional \$.30 per hour shift differential for all hours worked, and employees who are regularly scheduled to work a shift which extends beyond 5:00 p.m., any day of the week, shall receive the shift differential premium for the entire shift.

Section 10. Waste Water Treatment Plan - Class A License Premium. The Assistant Superintendent of the Waste Treatment Plant and the Laboratory Technician shall be eligible for a one job class increase upon qualifying for and receiving their A licenses.

Section 11. Waste Water Treatment Plant - License Premium. Waste Water Treatment employees shall be entitled to a \$12.50 per month license premium for each license that they receive. They shall not be applicable to any grandfathered-in license.

Section 12. Out of Class Work. Employees shall be paid a differential of two dollars per hour for jobs assigned outside and higher than their normal classification (in or out of the bargaining unit); i.e., laborers doing truck driving; truck drivers operating heavy equipment, etc., and shall be reimbursed for all hours worked in the higher classification.

## ARTICLE 6

### HEALTH, DENTAL AND LIFE INSURANCE

Section 1. Insurance Programs. All employees shall be covered under a health and welfare program, the funds for which shall be derived from a tax levy made by the City of Hibbing, Minnesota. Coverage under this program shall be as follows:

a. Group Life Insurance. All active employees up to age 71 shall be covered by a \$10,000.00 life insurance policy, full premium to be paid by the City. Active employees after age 71 or employees qualifying for retirement, upon retirement, shall be covered by a \$2,000.00 paid-up life insurance policy, premium paid for by the City.

b. Comprehensive Hospitalization, Surgical Medical Plan: The City will provide a group hospital/medical plan with aggregate level of benefits of Blue Cross/Blue Shield VEBA 100, or its legal equivalent, with deductible of \$1200/\$2400 VEBA Plan. The City cannot reduce the benefit level under the City's group health plan without meeting and negotiating with the Union pursuant to Minn. Stat. 471.661, subd. 5. All plan provisions are governed by the

Summary Plan Description (SPD) and not by the labor contract. (SPD will be attached to contract when available.)

The City may secure a new hospital/medical plan with lesser benefits than stated above to be offered as an alternative plan.

From January 1, 2023 through December 31, 2025, the City shall be required to pay eighty percent (80%) of the monthly hospital/medical insurance premium for the single plan, and eighty percent (80%) of the monthly hospital/medical insurance premium for the family plan offered by the City and their insurance carriers.

In addition, the City shall contribute annually to the VEBA account (or like account if the City adopts a legally equivalent plan) the following amounts:

Percentage of Deductible Contributed to Account by City

Year	Single Coverage	Family Coverage
2023	80%	80%
2024	80%	80%
2025	80%	80%

All VEBA contributions will be sent to employee's accounts on January 1, of each year.

The Employer and Union will meet and negotiate while this contract is still in force and effect any component of group health insurance specifically addressed in this Agreement or otherwise requiring meeting and negotiating if changing, establishing or eliminating such component is necessary to comply with the law or the effects of such law on the component are substantial as determined by either party.

Section 2. Dental Insurance. The City shall make available a group dental insurance plan and pay 85% of the monthly premium for the single or family coverage plans.

Section 3. Insurance Committee. The City and the Union will establish a balanced committee, which will meet regularly to review alternate insurance plans during the term of this Agreement. The committee will make recommendations to the employees on alternative insurance plans that will provide equitable coverage while addressing cost containment. Employees on the committee who work within the Local 791 bargaining unit jurisdiction shall be elected by Local 791. The Committee will consist of three AFSCME union members, the City Administrator and Human Resources. The Committee will meet the second Tuesday

of May and the second Tuesday of September to update AFSCME members of the annual cost and benefit changes to the Blue Cross Blue Shield insurance plan.

#### Section 4. Retirement - Premium Contribution

- a. Retired as of January 1, 1982: All employees who have reached a retirement age acceptable to the Public Employees Retirement Association and who upon their retirement have at least ten years of service and are otherwise qualified to receive benefits provided by the Public Employees Retirement Act and who are retired as of January 1, 1982, shall continue to be insured under the life insurance plan and the existing hospital surgical medical drug and dental program covering employees of the City of Hibbing, Minnesota, or supplemental insurance plan for those present retirees who are or will be eligible for Medicare. The City shall pay all insurance premiums in full to include dependent coverage and disability retirement.
- b. Retired Between January 1, 1982 and December 31, 1990: All active employees who retire after 1/1/82 and meet the eligibility requirements aforementioned shall receive the same benefit coverages mentioned, but as of 1/1/83, any amount of hospital medical insurance premium increase exceeding \$215.00 (or dental insurance premium exceeding \$30.00) shall be paid 50% by the employee and 50% by the employer. Once the \$215.00 premium cap (\$30.00 for dental) has been surpassed and later a reduction in premiums is implemented, said amount of reduction below the \$215.00 cap (\$30.00 for dental) shall be shared on a 50/50 basis. The previous sentence shall not apply to premium reductions brought about by Medicare or other similar contributions.
- c. Retire After January 1, 1991: All active employees (except those covered by d or e below) who retire after January 1, 1991, and meet the applicable eligibility requirements aforementioned in Section 3a shall receive the same benefit coverages mentioned, as the active employees at the time of their retirement (ref. Article VI) except prescription co-pays shall be the same as the prescription co-pays that apply to active employees at any given time.
- d. Hired After January 1, 1989: For new hires hired after January 1, 1989, it will be necessary for the employee to have fifteen (15) years of service to be eligible only for the contractually specified Employer contribution toward single coverage.

- e. Hired Before January 1, 1989 and Retiring On or After January 1, 2001: For all active employees who were hired before January 1, 1989 and who retire on or after January 1, 2001, who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay 85% of the retiree's monthly medical and dental premiums, with the retiree paying the remaining 15% of the monthly premium. The benefits of the hospital medical and dental plans shall be the same for the retiree as they are for the active employees, or equivalent to the active employee's policies.
- f. Retiring on or after January 1, 2007:
  - (1) For all active employees who retire on or after January 1, 2007, who were hired after January 1, 1989 and who at the time of retirement have fifteen (15) years of service with the City and who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay the following:
    - (a) eighty-five percent (85%) of the monthly hospital/ medical insurance premium for single coverage until the retired employee becomes eligible for Medicare, with the retiree paying the remainder of the monthly premium, for the hospital/medical insurance plan offered by the City to active employees. Upon the retired employee becoming eligible for Medicare, the retiree shall be enrolled in the Medicare Supplement plan (Blue Cross Blue Shield or equivalent) with premium participation split based upon the same premium split paid when the employee retired from City service; and
    - (b) the same contribution to the retiree's VEBA account (or like account if the City adopts a legally equivalent plan) as the City makes to the VEBA account of active employees (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees) with single coverage, for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.
  - (2) For all active employees who retire on or after January 1, 2007, who were hired prior to January 1, 1989, and who have at least fifteen (15) years

of service with the City and who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay the following:

- (a) eighty-five percent (85%) of the monthly hospital/medical insurance premium for the coverage selected by the employee (single or family) until the retired employee becomes eligible for Medicare, with the retiree paying the remainder of the monthly premium, for the hospital/medical insurance plan offered by the City to active employees. Upon the retired employee becoming eligible for Medicare, the retiree shall be enrolled in the Medicare Supplement plan (Blue Cross Blue Shield or equivalent) with premium participation split based upon the same premium split paid when the employee retired from City service;
- (b) the same contribution to the retiree's VEBA account (or like account if the City adopts a legally equivalent plan) as the City makes to the VEBA account of active employees (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees) with the coverage chosen by the retiree (single or family), for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

The City shall also pay 85% of the monthly single premium for a policy of group dental insurance provided by the City (and 85% of the monthly premium for family dental coverage for employees hired prior to January 1, 1989) with the retiree paying the remaining 15% of the monthly premium.

The benefits of the hospital/medical and dental plan shall be the same for the retiree as they are for the active employees, or equivalent to the active employee's policies.

For 2007, VEBA account contributions will be made by the City the first business day of January. For 2008 and the thereafter, VEBA account contributions will be made by the City at the beginning of each quarter.

- g. Any employee hired on or after January 1, 2007 shall not be eligible for either an Employer contribution to the premium for hospital/medical or dental insurance, or an Employer contribution to an employee account, i.e. VEBA account or other like account for an equivalent plan, following retirement from City service.

#### Section 5. Retirement/Severance

- a. All employees hired after 1982 and eligible to draw retirement benefits from PERA, be paid a severance payment which shall be paid into the employee's Post Retirement Health Care Account, in an amount as follows: After 15 years of service for the City, an amount equal to twenty-five percent (25%) of the current value of his/her accrued sick leave at the time of retirement: after completing twenty (20) years of service with the City, an amount equal to forty percent (40%) of the current value of his/her accumulated sick leave at the time of retirement: or after completing twenty-five (25) years of service with the City, an amount equal to fifty percent (50%) of the current value of his/her accumulated sick leave at the time of retirement.
- b. Deceased Employee: One-half (1/2) of an employee's unused sick leave accumulation will be paid to his/her named beneficiary in the event of the death of an employee who was employed prior to January 1, 1982. Upon the death of an employee hired after January 1, 1982, one-fourth (1/4) of that employee's unused sick leave accumulation will be paid to his/her named beneficiary.

**ARTICLE 7**  
**HOLIDAY PROVISION**

Section 1. All regular full and part-time employees who have completed their probationary period shall receive the following paid holidays:

New Year's Day	Presidents Day
Good Friday	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day
Martin Luther King Day	*Christmas Eve Day
Personal Days (2)	

\*Effective December 2001, all employees shall receive a full day off as a paid holiday.

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 (1/2) times their base pay rate for all hours worked in addition to their regular holiday pay.

Section 3. If a holiday falls on an employee's scheduled day off, he/she shall receive one (1) other day off with pay in lieu of said holiday. 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. For employees in jobs where seven (7) days a week, twenty-four (24) hours a day staffing is required, the day on which the holiday actually falls will be the day celebrated as such.

Section 5. In order to receive holiday pay, the employee must work the scheduled workday preceding and the scheduled workday following the holiday, except for bona fide illness.

## ARTICLE 8

### VACATIONS

Section 1. Vacation may be accumulated up to a maximum amount of vacation that an employee is entitled to pursuant to the following schedule and must be accrued and used within a two-(2) year period.

\* \*All vacation accrued as of December 31, 1995, shall be requested and taken by the employee by the end of the contract period (December 31, 1998) and paid out at the rate at which it was accrued.

<u>Years of Service</u>	<u>Total Hours</u>
<u>Allowed Per Year</u>	
1	80 hours
2	80 hours
3	120 hours
10	160 hours
18	200 hours

Example: Vacation earned from January 1, 1995 to December 31, 1995 must be used by December 31, 1996.

In the event the City shall deny a request by the employee for accrued vacation during said accrual period, the City and the employee will then make every effort to reschedule said vacation prior to the end of the accrual period. Should the parties be unable to reschedule said vacation during said accrual period, the City shall pay the employee for any remaining vacation.

Pay for vacation period shall be at the employee's base pay rate 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 City will permit. .

When a holiday falls during an employee's vacation period, he/she shall receive one (1) additional day of vacation.

In the case of death, an employee's earned vacation (pro-rated to the nearest month) will be paid to his/her named beneficiary.

Notification of vacation shall be made a minimum of two (2) weeks prior to the taking of vacation with the exception of an emergency or as otherwise approved by the employee's supervisor in his or her reasonably exercised discretion as to special circumstances.

## ARTICLE 9

### SICK LEAVE

Section 1. Sick leave shall be earned by employees at the rate of fourteen (14) hours per month, with a maximum accumulation of one thousand four hundred and forty (1,440) hours. No sick leave shall be earned by the employee while on sick leave. Employees to be notified annually of their total accrued sick leave.

Section 2. Employees may use sick leave as outlined in the Family Medical Leave Policy and terms established under Minnesota Stat. 181.9413.

Section 3. An employee taking sick leave is required to notify the employee's foreman or immediate supervisor of the employee's inability to report for work because of illness prior to commencement of the employee's regular shift. The third (3<sup>rd</sup>) consecutive day of sick leave absence shall not be paid unless it is approved by the department head or unless the employee furnishes a doctor's certificate of illness. When a claim is made for sick leave by an employee when, in fact, the employee is not actually sick, it shall be grounds for immediate dismissal and subject to the grievance procedure. Once an employee has taken five-(5) day's sick leave in a calendar year, he/she may be required to furnish a doctor's excuse for any other sick days taken during the balance of the year. Sick leave may be taken in hourly increments.

Section 4. All employees covered under this Agreement shall be entitled to an annual sick leave bonus of eighty (80) hours. Employees who do not use sick leave during the year shall be entitled to the full bonus. Each hour of sick leave used during the year will reduce the sick leave bonus by one (1) hour. The first forty (40) hours of an employee's sick leave bonus shall be paid into a Post-Retirement Health Care Savings Plan account unless the employee is determined to be exempt by the Plan Administrator, and any additional bonus over forty (40) hours will be paid to the employee in cash.

Section 5. 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, grandparents and grandchildren. Two (2) additional days may be allowed when travel is necessary subject to the approval of the City Administrator. This time off for death in the family shall not be

deducted from sick leave accumulation. For attendance at the funeral of a brother-in-law or sister-in-law, the time off shall be considered as deductible from sick leave. .

## ARTICLE 10

### PART-TIME EMPLOYEES

Regular part-time employees (30 hours or more per week) shall be entitled to all benefits the same as full-time employees except that said benefits shall be applied on a pro-rata basis. Employees working 30 hours or more per week will pay the same portion as employees working 40 hours per week for health insurance premiums. Temporary employees shall not be entitled to any of said benefits.

## ARTICLE 11

### SENIORITY

Section 1. Seniority shall be granted to all regular employees in an AFSCME bargaining unit position. Seniority shall accrue from the first date of employment with the City of Hibbing in an AFSCME bargaining unit position, which meets the PELRA definition as a public employee. Employees shall be placed upon the seniority list as of the first day of employment upon completion of the probationary period and shall be paid the appropriate base pay rate for the position held and shall otherwise be covered by the provisions of this Agreement upon successful completion of the probationary period.

Section 2. An employee shall be considered to be on probation for six months, unless the probationary period is extended by the Employer for not more than an additional thirty calendar days, 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 his/her 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 first 90 calendar days of the probationary period.

During the probationary period of any employee in an AFSCME bargaining unit position, no employee shall be afforded the privilege of posting for another AFSCME bargaining unit position during the Union posting period. A probationary employee may make application for another position with the City during their probationary period, and would receive consideration only after all current employees who posted were considered as per the labor agreement, and if then awarded the position, they would be required to complete another 90-day calendar probationary period.

Section 3. An employee shall lose seniority standing 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 City Council may grant continuation of seniority if application is made for a continuation during the one-year period.

Section 4. In the event of layoff, elimination of a position, or a reduction of hours of any regular full-time or regular part-time AFSCME bargaining unit employee, all seasonal and casual employees shall be laid off first. In the event of a transfer of an employee, or the elimination of a position, a senior employee may exercise their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved. Full-time employees would not be forced to accept the reduction in hours as a part-time or seasonal position in lieu of a layoff; but would be given the option to accept the reduction in hours as a part-time or seasonal employee. Employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be given ten (10) working days' notice of layoff, in writing. Employees shall be rehired according to seniority in the inverse order of layoff, except that no employee shall be retained or recalled if the employee is unable to immediately perform the work available.

In case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing. A seniority list shall be posted annually.

Recall from the layoff shall be by telephone. If the employee cannot be reached, the City 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 employee's 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 making application shall be transferred to fill a vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. In the event of a vacancy,

the Council shall have the right to determine whether or not to fill said vacancy. Such determination shall be made at the next regularly scheduled Council meeting which is at least seven (7) days subsequent to the existence of the vacancy. In the event the Council determines to fill the vacancy, posting shall be made for the vacancy within five (5) working days from the date of the Council 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 with the determination; the employee shall have the right to appeal through the normal grievance procedures. The appointed employee shall be given a thirty (30) calendar day trial period in which to determine his/her 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 he or she may elect to be returned to their previous position without loss of seniority in that position.

Seasonal AFSCME bargaining unit employees shall be allowed to post for any AFSCME bargaining unit position during the Union posting period; but shall not be afforded a seniority privilege to secure the position. The City shall only review the seasonal application after all regular full-time or regular part-time AFSCME Local 791 applicants have been considered. If the City then desires to seek external candidates for a vacant position, they may do so. Qualified seasonal employees may be considered as fill ins for extended absences in regular full-time bargaining unit positions during periods of the year when they are not working in their seasonal posted positions.

In the event a vacancy exists and no bargaining unit employee opts to fill the vacancy, and the City opts not to hire a replacement for the vacancy, the junior employee capable of performing the duties of the vacancy in question shall be transferred to fill the vacancy. This clause shall not negate the posting provision of the contract regarding posting of vacancies.

Section 6. Temporary vacancies shall be governed by the following rules. If the vacancy lasts less than one (1) day, any available employee may be assigned to fill the job. If the vacancy lasts a day or more, the senior qualified employee opting to fill the position shall be awarded the position and shall receive the pay for the opted position. The Employer may assign the duties of the position opted for, or other duties to the employee who shall then perform the duties assigned, irrespective of the location. A "day" is defined to mean the 24-hour period commencing at 7:00 a.m. Should the vacancy be expected to last thirty (30) days or more, then the posting provisions of the contract will be followed in filling the vacancy. An employee filling a temporary vacancy under this clause shall have the right to return to his/her previous position when the temporary vacancy is over.

Any employee who is employed by the City of Hibbing in an AFSCME bargaining unit position on a "temporary" basis shall be assigned a "date of hire" with the City,

commencing on their 68<sup>th</sup> day of employment with the City. The employee will then begin their 90-calendar day probationary period with the City and shall not secure any bargaining unit seniority until the completion of the probationary period. Upon successful completion of the probationary period, their employee's bargaining unit seniority date shall be recorded as the same date as his/her "date of hire."

Section 7. In the event of a lay-off or a reduction in force, transferring of an employee or the elimination of a position, a senior employee may exercise his/her seniority preference over a junior employee in any classification of work, provided he/she has the necessary qualifications to perform the duties of the job involved.

Section 8. Probationary Employee. No employees shall be laid off prior to completing his/her probationary period and then subsequently rehired to avoid qualifying him/her for permanent employee status.

## ARTICLE 12

### DISMISALS, DEMOTIONS. AND TRANSFERS

Section 1. Discharges, demotions or transfers to a lower classification shall be made only for just cause. Union Grievance Committee and the employees affected shall receive notice in writing of any such action. Such action shall be subject to the grievance procedure.

Section 2. Employees terminated due to alcoholism or alcohol-related problems may be rehired by the City within one (1) year following termination and be reinstated to full seniority standing upon satisfactory proof of rehabilitation.

Section 3. It is mutually understood and agreed that in establishing, implementing 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 workdays

TL – Temporary Layoff- without pay for five workdays

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 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 City property at any time. (TL-3) or (D)
3. Absenteeism without leave or without satisfactory explanation. (W) (TL-3) (TL-5) (D)

Written reprimands by the City in connection with a violation shall be removed from the employee's record two (2) years from the date they were issued. Such removal shall not void any more current reprimands for the same offense or otherwise.

Section 4. Examination of Personnel Files. Employees shall be allowed to examine their personnel files upon request at reasonable times and places. Employees will receive copies of items placed in their personnel file within a reasonable period of time.

## ARTICLE 13

### GRIEVANCE PROCEDURE

Section A. The Employer and the Union shall attempt to adjust all grievances which may arise by virtue of this Agreement in the following manner:

STEP 1. First, an effort shall be made to adjust the grievance between the employee and his/her immediate supervisor or department head.

STEP 2. In the event no settlement is reached in Step 1, the employee and/or his/her representative and his/her supervisor shall meet with the City Administrator in an effort to solve the grievance.

STEP 3: In the event no settlement is reached at the Step 2, the parties may with mutual consent request the services of the bureau of Mediation Services and hold a grievance mediation session, to attempt and reach a settlement. If there is not consensus on the grievance mediation, the grievance shall move directly to the final step, grievance arbitration.

STEP 4. In the event no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the 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 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/her within thirty (30) days of the date of hearing. All expenses and costs shall be shared and assessed equally by the parties.

Section B. 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 C. 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 Council shall recognize that grievance. If the matter remains unsolved, arbitration as outlined in the grievance procedure may be used.

Section D. Grievances must be filed within thirty (30) days of their occurrence, or they shall be barred. The Council 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 E. The arbitrator shall be bound by the terms of the contract and shall not add to or delete from any language contained therein.

Section F. 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 the utilizing the grievance procedure.

## ARTICLE 14

### PARENTAL LEAVE

The Employer shall grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child. The length of the leave shall be determined by the employee, but may not exceed six (6) weeks, unless agreed to by the Employer. However, no paternity leave shall be granted in excess of six (6) months. A department head may, but is not required to, grant an employee's request to use accumulated paid leave in conjunction with a parental leave.

The leave shall begin at a time requested by the employee. The Employer may adopt reasonable policies governing the timing of requests for unpaid parental leave. The leave may not begin not more than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the other, the leave may not begin more than six (6) weeks after the child leaves the hospital.

An employee returning from a parental leave of absence is entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from a parental leave of absence longer than one month must notify the Employer at least two weeks prior to return from leave.

If, during a parental leave, the Employer experiences a layoff and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of the layoff and recall system of this Agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system which the employee would have had if the employee had not taken the leave.

An employee returning from an unpaid parental leave of absence is entitled to return to employment at the same base pay rate the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from an unpaid parental leave is entitled to retain all accrued pre-leave benefits of employment and seniority, as if there had been no interruption in service. An employee, by agreement with the Employer, may return to work part-time during the leave period without forfeiting the right to return to employment at the end of the leave period.

## ARTICLE 15

### WORKERS COMPENSATION BENEFITS

Section 1. Supplemental Pay. If an employee of the City of Hibbing, Minnesota, shall receive a compensable injury he/she can choose one of the following options: The City Council shall pay the difference between the compensation received by the employee and his/her regular base pay rate, the same to be deducted from the sick leave benefits. The City Council will provide for the payments described in this Section during the 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 sick leave benefits.

Or:

An employee off due to injury or illness attributable to the job and therefore eligible for benefits under Worker's Compensation shall receive their Worker's Compensation benefits only.

Section 2. Insurance Continuation Benefit. When an employee is out of work due to illness or Worker's Compensation injury, the City shall continue paying his/her health and welfare, dental and life insurance (at the same level as while an active employee) for a period not to exceed six (6) months after the employee has exhausted his/her sick leave, provided the employee has five (5) years or more of service with that City.

**ARTICLE 16**  
**GENERAL PROVISIONS**

**Section 1. Safety Committee.** A joint Employer-Union Safety Committee shall be established to review safety problems and enforce safety rules and regulations and shall meet monthly.

**Section 2. Notice of Termination.** Employees must give the City two (2) weeks-notice of termination, except in the event of emergency. Any employee who resigns or retires without giving the required two (2) weeks-notice to the City shall forfeit all sick leave severance they would otherwise be entitled to under this agreement.

**Section 3. Seasonal Employees.** Employees hired in positions identified as seasonal positions, which qualify as public employee positions under PELRA, shall accrue seniority based on total hours of service, and said seniority shall be maintained on a separate seniority list from regular full-time and regular part-time employees in AFSCME bargaining unit positions. The Union and the Employer shall negotiate the terms and conditions of employment for seasonal, public employee positions, prior to hiring any seasonal, public employees. Seasonal employees shall be laid off in inverse order of hiring and shall be recalled by seniority. Seasonal employees shall not be paid higher than Step A of the employer's base pay schedule.

**Section 4. Emergency Contingency Plan.** The respective representatives of AFSCME Local 791 and the City of Hibbing have met and negotiated the terms and conditions of an emergency contingency plan. This plan will be implemented only when the conditions of an emergency exist, as determined by the City Council and/or the City Administrator. The purpose of the plan is to set in place a system which will enable the employer to utilize all necessary manpower and equipment to deal with an emergency, while maintaining the integrity and contractual rights of the employees.

**Step One:** An emergency situation is declared by either/or the City Council, or City Administrator, and authorization is given to City Department Supervisors to place the contingency plan into action. Notification will be given to the Union President prior to implementation.

**Step Two:** The City Administrator will identify the primary service provider regularly responsible for providing the service in the area declared an emergency, i.e., snow plowing/ removal, public works.

**Step Three:** Assignment of work to handle the emergency shall be offered by seniority within the appropriate classification and department until all qualified employees have been offered the opportunity to work the emergency. If and when all primary department qualified and

properly licensed employees have been assigned or have declined the work assignment, other properly licensed and qualified employees shall be offered the emergency work by seniority within AFSCME bargaining unit positions. If equipment from a department other than the primary service department is needed to handle the emergency, employees of the primary service department shall be assigned to the equipment first, before other department employees are utilized. .

Step Four: During an emergency work situation, no employee shall be allowed to work more than 16 continuous hours. Primary department employees shall be allowed to work a 16-hour shift before other department employees are utilized on an overtime basis.

Step Five: Emergency work opportunities will be determined for non-primary work department employees by seniority in an AFSCME bargaining unit position and shall be selected from the "Secondary Seniority List." Said list will be established by determining proper qualifications and licensure for equipment and will initiate with the pin at the most senior employee and rotating from that point continuously through the list. Employees selected from the list will also be limited to a maximum 16 hours in a 24-hour period, which will include their regularly scheduled shift.

Step Six: Management and the Union will form a qualification committee which will create a check off list for each employee on all equipment utilized by the City. Employees must meet the minimum operating efficiency, and verify valid, appropriate licensure before they will be assigned to the equipment in an emergency situation. Employees who desire training on equipment shall request the same in writing and be provided training opportunities when the time and opportunity are available as a training schedule is developed.

Section 5. The City shall provide all OSHA required safety equipment, apparel and supplies as regulated by Federal and State safety statutes.

Section 6. Bargaining Unit Work. Non-AFSCME bargaining unit employees of the City of Hibbing shall not perform bargaining unit work at any time, except in the event of a declared City, State or National disaster. This restriction applies to any employees serving as temporary foreman for the City of Hibbing.

Section 7. Drug and Alcohol Testing Policy. The Drug and Alcohol Testing Policy for AFSCME Local 791 bargaining unit positions shall be considered an addendum to the labor agreement although it is a stand-alone document effective January 1, 2001.

## ARTICLE 17

### SUB-CONTRACT

That the City shall not subcontract out City work in the future if such subcontracting shall affect Union positions without first notifying the Union and negotiate same. If the City and the Union arrive at an impasse in such negotiations, the issue shall be submitted to binding arbitration. The arbitrator shall permit such subcontracting upon a showing of a valid and justifiable purpose for same.

Should CWDC Industries, Inc. ever give up the position of Motor Vehicle Registration in the City of Hibbing, such positions shall revert to the City and the positions shall return to the bargaining unit certified to Local 791 AFSCME.

## ARTICLE 18

### RETURN TO WORK

It shall be the policy at the City of Hibbing to treat each employee consistently when dealing with a "return to work" from illness or injury. This policy will be subject to all applicable laws pertaining to the Americans With Disabilities Act (ADA). The principal and philosophy of the policy shall be to allow for a return to work from an extended illness or injury, when the employee is capable of providing meaningful work which is readily available, without putting the employee at risk or burdening fellow employees with the accommodation. Some positions may be modified to fit the medical restrictions of an injured employee.

The first option will be to return the employee to their posted position with or without reasonable accommodations that may be necessitated by a medical/physical restriction of the employee. Employees returning from an extended illness or injury to their pre-injury position will be required to have a medical release outlining any restrictions or limitations they may have from performing their job duties. In the event an employee has a medical/physical restrictions upon their return to work, the Employer retains the right to request a physical exam or occupational assessment, at the expense of the City to fully determine the extent of the restriction(s) and to assist in determining appropriate accommodation(s). Should the employer accommodate the employee in returning to his/her position the employee is required to work within their medical guidelines. If the City of Hibbing has made reasonable accommodations for an employee to perform their pre-injury , job duties, any request to "step-up" or "opt" for another position will be looked at on a case-by-case basis, with inclusion of the Union.

The second option will be to allow for a return to work in an alternate assignment, when and where the meaningful work is available that the employee can readily perform with limited accommodations. Such work assignments cannot infringe on the regular duties of other bargaining unit employees and cannot be used to replace or displace bargaining unit employees. Again, where the employee has medical/physical restrictions, the employer can request a medical exam or occupational assessment, at the expense of the City. Placement in an alternate work assignment shall be for a set period of time to be agreed upon by the parties, prior to placement. The City of Hibbing is under no obligation to create a new position if an alternate work assignment is not available. Should the City of Hibbing have the need and create a position to accommodate an injured employee, the posting provisions of the contract do not apply should the injured employee vacate the position. In the event of a disagreement over available work, the Union may present their position to the Personnel Committee of the City Council for consideration.

Whenever the City is considering a return to work placement with restrictions back into the employee's posted position, or in an alternate work assignment, the Union shall be notified and shall have the opportunity to meet with the Employer and the employee to discuss the return to work situation. Either the exclusive representative and/or the Union president shall be provided ample notice of any meeting(s) to discuss a return to work placement that involves accommodations. This will ensure consistent handling of the procedure and opportunities for all bargaining unit employees.

This language shall govern over employees returning from worker's compensation injuries, return after a long-term disability, extended illness or medical leaves of absence.

## ARTICLE 19

### TERM OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from January 1, 2023 to December 31, 2025 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.

Section 2. Separability and Savings Clause. Any Article, section, clause or statement contained herein that in any way violates the laws of the State of Minnesota or laws and rules of any subdivision therein shall be of no force and effect. The remainder of the Agreement shall be affected thereby.

In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or section during the period of invalidity or restraint.

CITY OF HIBBING, MINNESOTA

By   
Peter Hydale  
Mayor

And   
Candy Leppala  
Clerk

Date: 3/17/23

LOCAL UNION #791, AMERICAN  
FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES,  
AFL-CIO

By   
Tom Whiteside  
AFSCME 65 Labor Representative

And   
Ryan Stephenson  
Local President

Date: 3/15/2023

## APPENDIX A

Job Class	Grade
General Laborer	3
Collection System Operator	
Greaser/Auto Truck Driver	5
Maintenance	
Greaser/Skilled Labor	
Library Technician	6
Police Transcriptionist	
Receptionist Coordinator	
Shop Support/Skilled Labor	
Skilled Labor	
Accounting Clerk	
Assessment Clerk	
Assistant Zoning Administrator/ Permit Technician	7
Automatic Truck Driver	
City Services Secretary	
Equipment Operator I	
Equipment Operator/Maintenance	
Lead Equipment Operator/Burial Services	
Signman/Equipment I	
Truck Driver Aqua Tech	
WWTP Operator	
Collection System Maintenance	
Equipment Operator II	8
Records Management Technician	
Accountant/Payroll	
Automotive Mechanic	
Engineering Tech	9
Welder/Mechanic	
Administrative Assistant	
Lead Maintenance Operator	
Lead Mechanic/Welder	
Leadman Automotive Mechanic	
Maintenance Lead	
Maintenance Mechanic	
Accountant/Budget	
Assistant Superintendent/Lab Tech	10
Recreation Programmer	
Lead Library Worker	11
Library Specialist	12
	13

## 2023 Base Pay Schedule

Grade	A	B	C	D	E	F	G
	Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.	72 mo.
1	\$34,195.20	\$35,620.00	\$37,044.80	\$38,469.60	\$39,894.40	\$41,319.20	\$42,744.00
2	\$36,332.40	\$37,846.25	\$39,360.10	\$40,873.95	\$42,387.80	\$43,901.65	\$45,415.50
3	\$38,603.18	\$40,211.64	\$41,820.11	\$43,428.57	\$45,037.04	\$46,645.50	\$48,253.97
4	\$41,015.87	\$42,724.87	\$44,433.86	\$46,142.86	\$47,851.85	\$49,560.85	\$51,269.84
5	\$43,579.37	\$45,395.17	\$47,210.98	\$49,026.79	\$50,842.59	\$52,658.40	\$54,474.21
6	\$46,303.08	\$48,232.37	\$50,161.67	\$52,090.96	\$54,020.26	\$55,949.55	\$57,878.84
7	\$49,197.02	\$51,246.89	\$53,296.77	\$55,346.65	\$57,396.52	\$59,446.40	\$61,496.27
8	\$52,271.83	\$54,449.82	\$56,627.82	\$58,805.81	\$60,983.80	\$63,161.80	\$65,339.79
9	\$55,538.82	\$57,852.94	\$60,167.06	\$62,481.17	\$64,795.29	\$67,109.41	\$69,423.53
10	\$59,010.00	\$61,468.75	\$63,927.50	\$66,386.25	\$68,845.00	\$71,303.75	\$73,762.50
11	\$62,698.12	\$65,310.54	\$67,922.97	\$70,535.39	\$73,147.81	\$75,760.23	\$78,372.65
12	\$66,616.76	\$69,392.45	\$72,168.15	\$74,943.85	\$77,719.55	\$80,495.25	\$83,270.94
13	\$70,780.30	\$73,729.48	\$76,678.66	\$79,627.84	\$82,577.02	\$85,526.20	\$88,475.38
14	\$75,204.07	\$78,337.57	\$81,471.08	\$84,604.58	\$87,738.08	\$90,871.59	\$94,005.09
15	\$79,904.33	\$83,233.67	\$86,563.02	\$89,892.37	\$93,221.71	\$96,551.06	\$99,880.41
16	\$84,898.35	\$88,435.78	\$91,973.21	\$95,510.64	\$99,048.07	\$102,585.50	\$106,122.93
17	\$90,204.49	\$93,963.01	\$97,721.53	\$101,480.05	\$105,238.57	\$108,997.10	\$112,755.62
18	\$95,842.27	\$99,835.70	\$103,829.13	\$107,822.56	\$111,815.99	\$115,809.41	\$119,802.84
19	\$101,832.42	\$106,075.43	\$110,318.45	\$114,561.47	\$118,804.48	\$123,047.50	\$127,290.52
20	\$108,196.94	\$112,705.15	\$117,213.35	\$121,721.56	\$126,229.76	\$130,737.97	\$135,246.18
21	\$114,959.25	\$119,749.22	\$124,539.19	\$129,329.16	\$134,119.13	\$138,909.09	\$143,699.06
22	\$122,144.20	\$127,233.55	\$132,322.89	\$137,412.23	\$142,501.57	\$147,590.91	\$152,680.25
23	\$129,778.22	\$135,185.64	\$140,593.07	\$146,000.49	\$151,407.92	\$156,815.34	\$162,222.77

## 2024 Base Pay Schedule

Grade	A	B	C	D	E	F	G
	Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.	72 mo.
1	\$35,050.08	\$36,510.50	\$37,970.92	\$39,431.34	\$40,891.76	\$42,352.18	\$43,812.60
2	\$37,240.71	\$38,792.41	\$40,344.10	\$41,895.80	\$43,447.50	\$44,999.19	\$46,550.89
3	\$39,568.25	\$41,216.93	\$42,865.61	\$44,514.29	\$46,162.96	\$47,811.64	\$49,460.32
4	\$42,041.27	\$43,792.99	\$45,544.71	\$47,296.43	\$49,048.15	\$50,799.87	\$52,551.59
5	\$44,668.85	\$46,530.05	\$48,391.25	\$50,252.46	\$52,113.66	\$53,974.86	\$55,836.06
6	\$47,460.65	\$49,438.18	\$51,415.71	\$53,393.23	\$55,370.76	\$57,348.29	\$59,325.82
7	\$50,426.94	\$52,528.07	\$54,629.19	\$56,730.31	\$58,831.43	\$60,932.56	\$63,033.68
8	\$53,578.63	\$55,811.07	\$58,043.51	\$60,275.96	\$62,508.40	\$64,740.84	\$66,973.28
9	\$56,927.29	\$59,299.26	\$61,671.23	\$64,043.20	\$66,415.17	\$68,787.14	\$71,159.11
10	\$60,485.25	\$63,005.47	\$65,525.68	\$68,045.90	\$70,566.12	\$73,086.34	\$75,606.56
11	\$64,265.58	\$66,943.31	\$69,621.04	\$72,298.77	\$74,976.50	\$77,654.24	\$80,331.97
12	\$68,282.17	\$71,127.26	\$73,972.36	\$76,817.45	\$79,662.54	\$82,507.63	\$85,352.72
13	\$72,549.81	\$75,572.72	\$78,595.63	\$81,618.54	\$84,641.44	\$87,664.35	\$90,687.26
14	\$77,084.17	\$80,296.01	\$83,507.85	\$86,719.69	\$89,931.54	\$93,143.38	\$96,355.22
15	\$81,901.93	\$85,314.51	\$88,727.09	\$92,139.68	\$95,552.26	\$98,964.84	\$102,377.42
16	\$87,020.80	\$90,646.67	\$94,272.54	\$97,898.41	\$101,524.27	\$105,150.14	\$108,776.01
17	\$92,459.60	\$96,312.09	\$100,164.57	\$104,017.06	\$107,869.54	\$111,722.02	\$115,574.51
18	\$98,238.33	\$102,331.59	\$106,424.86	\$110,518.12	\$114,611.39	\$118,704.65	\$122,797.91
19	\$104,378.23	\$108,727.32	\$113,076.41	\$117,425.50	\$121,774.60	\$126,123.69	\$130,472.78
20	\$110,901.86	\$115,522.78	\$120,143.69	\$124,764.60	\$129,385.51	\$134,006.42	\$138,627.33
21	\$117,833.23	\$122,742.95	\$127,652.67	\$132,562.39	\$137,472.10	\$142,381.82	\$147,291.54
22	\$125,197.81	\$130,414.38	\$135,630.96	\$140,847.53	\$146,064.11	\$151,280.69	\$156,497.26
23	\$133,022.67	\$138,565.28	\$144,107.89	\$149,650.51	\$155,193.12	\$160,735.73	\$166,278.34

## 2025 Base Pay Schedule

Grade	A	B	C	D	E	F	G
	Start	12 mo.	24 mo.	36 mo.	48 mo.	60 mo.	72 mo.
1	\$35,926.33	\$37,423.26	\$38,920.19	\$40,417.12	\$41,914.05	\$43,410.98	\$44,907.92
2	\$38,171.73	\$39,762.22	\$41,352.71	\$42,943.19	\$44,533.68	\$46,124.17	\$47,714.66
3	\$40,557.46	\$42,247.35	\$43,937.25	\$45,627.14	\$47,317.04	\$49,006.93	\$50,696.83
4	\$43,092.30	\$44,887.81	\$46,683.33	\$48,478.84	\$50,274.35	\$52,069.86	\$53,865.38
5	\$45,785.57	\$47,693.30	\$49,601.04	\$51,508.77	\$53,416.50	\$55,324.23	\$57,231.96
6	\$48,647.17	\$50,674.13	\$52,701.10	\$54,728.07	\$56,755.03	\$58,782.00	\$60,808.96
7	\$51,687.62	\$53,841.27	\$55,994.92	\$58,148.57	\$60,302.22	\$62,455.87	\$64,609.52
8	\$54,918.09	\$57,206.35	\$59,494.60	\$61,782.85	\$64,071.11	\$66,359.36	\$68,647.62
9	\$58,350.47	\$60,781.74	\$63,213.01	\$65,644.28	\$68,075.55	\$70,506.82	\$72,938.09
10	\$61,997.38	\$64,580.60	\$67,163.83	\$69,747.05	\$72,330.28	\$74,913.50	\$77,496.72
11	\$65,872.21	\$68,616.89	\$71,361.57	\$74,106.24	\$76,850.92	\$79,595.59	\$82,340.27
12	\$69,989.23	\$72,905.45	\$75,821.66	\$78,737.88	\$81,654.10	\$84,570.32	\$87,486.54
13	\$74,363.56	\$77,462.04	\$80,560.52	\$83,659.00	\$86,757.48	\$89,855.96	\$92,954.44
14	\$79,011.28	\$82,303.41	\$85,595.55	\$88,887.69	\$92,179.82	\$95,471.96	\$98,764.10
15	\$83,949.48	\$87,447.38	\$90,945.27	\$94,443.17	\$97,941.06	\$101,438.96	\$104,936.85
16	\$89,196.32	\$92,912.84	\$96,629.35	\$100,345.87	\$104,062.38	\$107,778.89	\$111,495.41
17	\$94,771.09	\$98,719.89	\$102,668.69	\$106,617.48	\$110,566.28	\$114,515.07	\$118,463.87
18	\$100,694.29	\$104,889.88	\$109,085.48	\$113,281.07	\$117,476.67	\$121,672.27	\$125,867.86
19	\$106,987.68	\$111,445.50	\$115,903.32	\$120,361.14	\$124,818.96	\$129,276.78	\$133,734.60
20	\$113,674.41	\$118,410.85	\$123,147.28	\$127,883.71	\$132,620.15	\$137,356.58	\$142,093.01
21	\$120,779.06	\$125,811.52	\$130,843.98	\$135,876.45	\$140,908.91	\$145,941.37	\$150,973.83
22	\$128,327.75	\$133,674.74	\$139,021.73	\$144,368.72	\$149,715.71	\$155,062.70	\$160,409.69
23	\$136,348.24	\$142,029.41	\$147,710.59	\$153,391.77	\$159,072.94	\$164,754.12	\$170,435.30

## Appendix B

### **OUT OF CLASS AND OUT OF DEPARTMENT WORK AND JOB ASSIGNMENTS**

Any out of department or out of class overtime shall start with the MOST QUALIFIED Senior Person throughout the overall Seniority List. This list will rotate like all the other lists and follow the "fair and equitable" language in the contract. A job assignment that includes 8 hours or more of overtime will follow this protocol. The work assignment will be given to the senior employee deemed MOST QUALIFIED by the supervisor.

 12-13-18  
Jesse Story, City Engineer/Director of Public Works  
MAPE President

 12-14-18  
Joe McKenney, Public Works  
AFSCME President

## Appendix C

**November 3, 2004 - Revised October 3, 2006**

**Mr. Brian Redshaw  
City Administrator  
401 East 21<sup>st</sup> Street  
Hibbing, MN 55746**

**Re: EVENT STAFFING OF MEMORIAL BUILDING**

**Dear Mr. Redshaw:**

**This correspondence will serve as the Memorandum of Understanding (MOU) between the parties to the Agreement, i.e. City of Hibbing and AFSCME Local 791 in regards to the special terms and conditions agreed upon for the purpose of supplemental event staffing at the Memorial Building during seasonal needs.**

**During the last two weeks of October, the city on an annual basis will circulate a city wide sign up sheet for supplemental staffing at the Memorial Building. Any AFSCME bargaining unit employee shall be eligible for the sign up, and the city shall retain the right to deny employees with physical limitations at the time of the sign up**

**The rate of pay for the duty shall be \$15.00 per hour and shall be increased at the same rate as the AFSCME Local 791 salary schedule is increased each January 1. The overtime rate shall be \$22.50 per hour (or the increased rate after next January 2006). The hours worked while working as supplemental staff shall be paid at the overtime rate and considered a *call-out* as per the AFSCME Local 791 collective bargaining agreement. Memorial Building employees shall have the right to take compensatory time off in lieu of overtime for event staffing and shall be paid at their regular rate of pay for those hours worked (effective October 2006).**

**Employees on the sign up list will be called on a rotating basis, starting with the senior most employee on down the list. Most events are scheduled in advance, and employees will be scheduled on the rotating basis described above, and provided a copy of the schedule. Once the schedule is posted, if an employee will be unable to work the scheduled shift, they are responsible for their replacement, or must notify Stan Fink, five (5) days in advance of the shift. Employees who refuse or fail to show for the scheduled *call out* opportunity two (2) consecutive times may be stricken from the list for the remainder of the year by management, without recourse or grievance.**

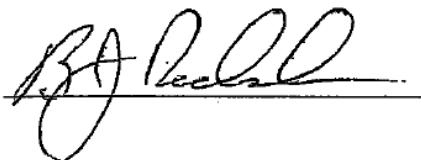
**Employees will be expected to report to work at the designated time (as determined by the Memorial Building Supervisor) and shall work the three (3) hours covered by the A call out@ provision in the AFSCME labor agreement. The work performed will be clean up, custodial duties related to the Memorial Building Arena area, or other needed chores, possibly including snow removal from entrances, etc.**

**Anyone performing supplemental Memorial Building staffing duties will be under the direct supervision of the Memorial Building supervisor during the time spent performing said duties.**

**If adequate staffing cannot be obtained via this mechanism, the City of Hibbing retains the right to employ casual employees as needed.**

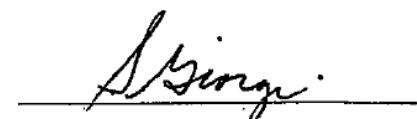
**The parties to the Agreement, hereby affix their respective signatures confirming agreement with the specific terms and conditions of this MOU as it pertains to the position of supplemental staffing for Memorial Building events in the AFSCME Local 791 bargaining unit.**

**On behalf of the City,**



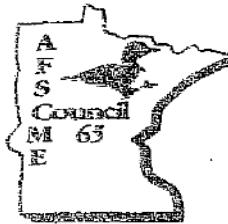
**Brian Redshaw  
City Administrator**

**On behalf of the Union,**



**Steve Giorgi  
AFSCME Business Agent**

## Appendix D



AMERICAN FEDERATION OF  
**STATE, COUNTY & MUNICIPAL EMPLOYEES**  
AFL-CIO  
**MINNESOTA COUNCIL NO. 65**

118 CENTRAL AVENUE • NASHWAUK, MINNESOTA 56769  
PHONE (218) 885-3242 • FAX (218) 885-3245 • TOLL FREE 1-888-474-3242



October 15, 2004

Mr. Brian Redshaw  
City Administrator  
401 East 21<sup>st</sup> Street  
Hibbing, MN 55746

Re: FLAG PERSON FOR SNOW REMOVAL - MEMORANDUM OF UNDERSTANDING

Dear Mr. Redshaw:

This correspondence will serve as the Memorandum of Understanding (MOU) between the parties to the Agreement, i.e. City of Hibbing and AFSCME Local 791 in regards to the special terms and conditions agreed upon for the purpose of a seasonal flag person needed to assist during snow removal operations with the Public Works Department.

During the last two weeks of October, the city on an annual basis will circulate a city wide sign up sheet for traffic control/flag person duties. Any employee with a valid MN Class "D" license shall be eligible for the sign up, and the city shall retain the right to verify the status of licensure if they deem necessary.

The rate of pay for the duty shall be \$15.00 per hour and shall be increased at the same rate as the AFSCME Local 791 salary schedule is increased each January 1. The overtime rate shall be \$22.50 per hour (or the increased rate after next January 2006). The hours worked in the traffic control/flag person position shall be paid at the overtime rate. The parties further agree employees will not be paid overtime in their regular position unless they worked an additional eight (8) hours on the same day.

Employees on the sign up list will be called on a rotating basis, starting with the senior most employee on down the list. Advance notice of the duty cannot always be provided and employees who refuse the call out opportunity two (2) consecutive times may be stricken from the list for the remainder of the year by management, without recourse or grievance.

Employees will be expected to report to work at the designated time (as determined by Public Works supervisors) and shall work up to 15 minutes prior to their regularly scheduled

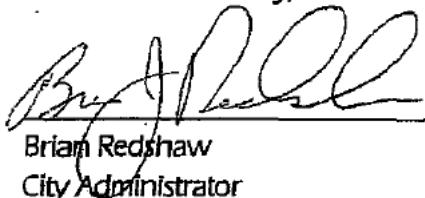
position's starting time. They shall then report to their regular position and be available for work by the designated starting time. If more time is needed to assure you arrive on time at your posted position, this can be worked out with the Public Works supervisor.

Employees who sign up for this duty are expected to complete their regular scheduled shift in their posted position. Leaving early will constitute a reconsideration of leaving your name on the call out list. Scheduled leave i.e. scheduled doctor or dentist appointments that your immediate supervisor is aware of, shall be acceptable reasons for leaving early.

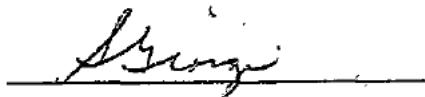
Anyone performing traffic control/flag person duties will be under the direct supervision of the Public Works supervisors during the time spent performing said duties.

The parties to the Agreement, hereby affix their respective signatures confirming agreement with the specific terms and conditions of this MOU as it pertains to the position of traffic control/flag person in the AFSCME Local 791 bargaining unit.

On behalf of the City,

  
\_\_\_\_\_  
Brian Redshaw  
City Administrator

On behalf of the Union,

  
\_\_\_\_\_  
Steve Giorgi  
AFSCME Business Agent

## Appendix E

### LETTER OF UNDERSTANDING

#### TEMPORARY AGREEMENT TO SWITCH TO TEN (10) HOUR SHIFTS EXCLUSIVELY AT THE HIBBING WASTEWATER FACILITIES

The following provisions are understood to be attached as an addendum to the existing contract between Local 791 AFSCME and the Employer, the City of Hibbing. The institution of ten (10) hour work days at the Hibbing Wastewater Facilities shall be on a trial basis covering a three (3) month period once the ten hour days are instituted. Either party, i.e., the Union or the Employer, may withdraw from this addendum with a two-week written notice to the other party.

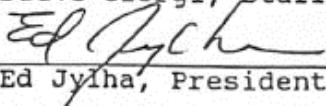
The following changes will be in full force and effect upon the implementation of this addendum:

1. **HOLIDAY PAY:** For those wastewater employees who are working on any of the holidays listed in the contract, the rate of pay shall be time and one-half (1-1/2) plus the regular hourly rate of pay for all hours worked. For those wastewater employees who are scheduled to work ten (10) hours on a contract listed holiday, and opt not to work, they shall receive ten (10) hours of pay at their regular hourly rate. For those employees on the ten (10) hour per day schedule, who are scheduled off on any of the listed holidays, the employee shall have the option of receiving eight (8) hours of pay at their regular hourly rate or receiving ten (10) hours of compensable time off. The compensable time must be taken off on a Wednesday.
2. **OVERTIME:** For all hours worked in excess of ten (10) hours per day, wastewater treatment employees, who work rotating shifts, will receive time and one-half (1-1/2). All other contract provisions relating to overtime and work guarantees shall remain in effect.
3. **SCHEDULE:** All wastewater treatment employees shall be scheduled to work no more than eight (8) consecutive days in a row, and they shall have six (6) consecutive days off between their regularly scheduled shifts.
4. **FUNERAL LEAVE:** In the event of a death in the immediate family, as defined in Article IX, Section 5, of the contract, a waste water treatment employee shall be granted a leave of absence with pay for a period up to three (3) ten (10) hour days. Two additional days may be allowed when travel is necessary, subject to the approval of the City Council.
5. **SICK LEAVE:** Sick leave shall be earned and accrued as described in the contract, Article IX, Section 1. When an employee of the wastewater treatment plant receives sick leave pay, it shall be at the option of the employee to receive either eight (8) hours of

their regular rate of pay or ten (10) hours of their regular rate of pay. The proper deduction will then be made to the employee's sick leave bank.

6. VACATION: For earning and accrual of vacation time, we will refer to Article VIII of the existing contract. When an employee of the wastewater plant is on vacation, they may opt to receive either eight (8) or ten (10) hours of their regular rate of pay. They must notify the employer prior to beginning their vacation, and the employer will make the appropriate deductions from the employee's vacation bank.
7. REST BREAKS: Each employee shall be entitled to two (2) fifteen (15) minute breaks, one in each half of their shift, and a paid thirty (30) minute lunch break, as close to the middle of the shift as possible.
8. WORK WEEK: The work week shall be defined as forty (40) hours per week (Sunday at 12:01 a.m. to Saturday at 11:59 p.m.). Any hours worked over forty (40) in one week shall be paid at time and one-half (1-1/2) the employee's regular hourly rate of pay.
9. For the purposes of Article XII (Dismissals, Demotions and Transfers), the work day shall be defined as ten (10) hours.

October 19, 1993  
Dated  
  
John Vedo, City Administrator

Steve Giorgi  
Steve Giorgi, Staff Rep.  
  
Ed Jylha, President, Local 791

**APPENDIX A - Updated 4/6/2023**

<b>Job Class</b>	<b>Grade</b>
General Laborer	3
Greaser/Auto Truck Driver	5
Maintenance	
Greaser/Skilled Labor	6
Library Technician	
Police Transcriptionist	
Receptionist Coordinator	
Shop Support/Skilled Labor	
Skilled Labor	
Accounting Clerk	7
Assessment Clerk	
Assistant Zoning Administrator/ Permit Technician	
Automatic Truck Driver	
Collection System Operator	
City Services Secretary	
Equipment Operator I	
Equipment Operator/Maintenance	8
Signman/Equipment I	
Truck Driver Aqua Tech	
WWTP Operator	
Collection System Maintenance	9
Lead Equipment Operator/Burial Services	
Equipment Operator II	
Records Management Technician	
Accountant/Payroll	10
Automotive Mechanic	
Welder/Mechanic	
Administrative Assistant	11
Lead Maintenance Operator	
Lead Mechanic/Welder	
Leadman Automotive Mechanic	
Maintenance Lead	
Maintenance Mechanic	12
Accountant/Budget	
Assistant Superintendent/Lab Tech	
Engineering Tech	
Recreation Programmer	13
Lead Library Worker	
Library Specialist	13