

AGREEMENT BETWEEN
THE
CITY OF HIBBING, MINNESOTA
AND
MINNESOTA ASSOCIATION OF PROFESSIONAL
EMPLOYEES

January 1, 2026 - December 31, 2028

AGREEMENT BETWEEN THE CITY OF HIIBBNG, MINNESOTA
ASSOCIATION OF PROFESSIONAL EMPLOYEES

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1. GENERAL PROVISIONS

1.1 RECOGNITION

The employer recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive representative of all personnel working in the job titles below and as certified by the Bureau of Mediation Services and also defined as public employees in Minnesota Statutes, Section 179A.03 Subdivision 14:

Fire Chief
Building Official
City Services Director
City Engineer/Dir Public Work
Public Work Superintendent
Waste Treatment Supervisor
Public Works Foreman
Assistant Finance Director
Library Director
Code Enforcement Supervisor
Fleet Manager
Marketing and Communications Manager

In the event that any new job title is created after the effective date of this Agreement, and such position is filled by the City, the parties agree to meet and discuss whether or not such position should be represented by the MAPE prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

1.2 SAVING CLAUSE

This Agreement is subject to the Laws of the United States and the State of Minnesota including but not limited to PERLA, Veteran's preference, and civil service. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be re-negotiated at the request of either party.

1.3 EMPLOYER RIGHTS

1.4.1 The 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 areas 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 the direction and number of personnel.

1.4.2 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.

1.4.3 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.

Any rights, protections and benefits previously approved by the City Administrator or City Council and enjoyed by employees will continue in effect unless they are in conflict with the terms of this Agreement.

1.4 PROBATIONARY PERIOD

All new and re-hired employees shall serve a probationary period of twelve months. Upon completion of this probationary period and with the recommendation of the employee's supervisor, the employee will become a regular employee of the City and shall receive credit for leave and other benefits accrued from their date of hire.

1.5 DUES CHECKOFF

The Employer shall deduct from paychecks once each month an amount sufficient to provide the payment of regular dues established by the MAPE from the wages of all members of the MAPE authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the MAPE within ten (10) days after the paychecks from which such deductions are made are distributed to the employees.

1.6 DEFINITIONS

Unit A: Fire Chief, Building Official, City Engineer/Director of Public Works, Assistant Finance Director, City Services Director, Library Director, Fleet Manager, Marketing and Communications Manager

Unit B: Waste Treatment Plant Supervisor, Public Works Foreman, Public Works Superintendent, and Code Enforcement Supervisor.

Association means the Minnesota Association of Professional Employees, hereinafter referred to as MAPE.

City means the City of Hibbing, Minnesota.

Employer means the City of Hibbing, Minnesota.

Employee means a member of the formally recognized bargaining unit represented by the Association.

Immediate Family is defined as including spouse, children, father, mother, brother, sister, grandparents, grandparents of spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.

Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

MAPE stands for Minnesota Association of Professional Employees.

Appointing Authority means the City Council, City Administrator, Department Head, or designee as prescribed by the City code.

Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by an authorized leave of absence, sick leave, vacation, or military leave of absence, absence due to illness that was compensable under Worker's Compensation or, for a period not to exceed two years while on Long Term Disability.

Rehire any person previously employed with The City of Hibbing that resigned/terminated/retired/severed employment with the City of Hibbing.

1.7 MANAGEMENT PLANNING

Upon request of either party, MAPE will meet and confer with the employer about management plans or projects.

2. HOURS OF WORK

The following positions are governed by 2.1 and 2.2: Fire Chief, Building Official, City Engineer/Public Works Director, Assistant Finance Director, City Services Director, Library Director, Fleet Manager, and Marketing and Communications Manager - Group A - Exempt positions.

2.1 The City and the Association recognize that because of the nature of their duties it is inappropriate for the employees covered by this' Agreement to be governed by standard work schedules and that it is essential that such employees work those hours necessary to carry out the duties and responsibilities of their respective positions. Therefore, it is agreed that the employees covered by this Agreement shall work whatever hours are necessary to perform their duties and responsibilities and shall be permitted to take time off during the normal

workday of their respective departments or divisions. It is further agreed that such employees shall be permitted to take a reasonable rest period during each one-half (1/2) day worked and a reasonable lunch break during each day worked.

2.2 Solely for the purpose of accomplishing that objective, this Agreement is to be Construed to provide that these employees are paid on a salary basis not subject to reductions because of variations in the quantity or quality for work performed. The salary will not be reduced because of lack of work available through no fault of the employee.

2.3 This section only applies to non-exempt job classifications, which are the following: Waste Treatment Plant Supervisor, Public Works Superintendent, Public Works Foreman, and Code Enforcement Supervisor.

2.3.1 The normal hours of work shall be eight (8) hours per day and forty (40) hours per week with overtime paid at time and one-half (1-1/2) for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

2.3.2 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 employee and the employer. A maximum of 80 hours of compensatory time may be accumulated per calendar year. Upon request of the Supervisor received not later than November 1, the Supervisor's accumulated compensatory time will be paid off in a separate check in December. At no time can the maximum of 80 hours be exceeded. Any compensatory time provision that is not in conformity with either state or federal law shall be modified to confirm with that law. Comp time will be taken as allowed by the department head.

2.4 The City Engineer/Director of Public Works shall, from a list of volunteers from both this supervisory and the general employee's unit, select a total of six (6) employees who, in his/her sole opinion, are qualified for the callout duties so required by the City. These six employees shall be selected to work on a quarterly basis one week at a time on a rotating schedule unless otherwise agreed to between the City Engineer/Director of Public Works and the employees so appointed. Selecting employees for this callout duty, absolute preference shall be given by the City Engineer/ Director of Public Works to the regular full- time Supervisors.

Once an employee is appointing to the quarterly list and schedule, he/she shall not be permitted to withdraw, resign, or refuse to perform said callout duty during the three- month period constituting the quarter without good and valid reason. In the event a qualified list cannot be established by the above method by the City Engineer/Director of Public Works, the callout duties shall be performed by the Recycle Center/Sanitary & Storm Foreman and Public Works Superintendent.

For each week of scheduled callout duty, the Supervisors on call shall receive the sum of \$400 on his/her next regularly scheduled paycheck. This \$400 per week payment shall apply also in the event that the provisions of the paragraph immediately above shall be placed into effect. Any other employee of the City so on call shall receive the sum of \$250 on his/her regularly scheduled paycheck.

3. COMPENSATION

3.1 RATES

3.1.1 In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay established in employer's base pay schedule for the respective calendar year.

3.2 JURY DUTY

3.2.1 An employee who is required to serve on a jury by the municipal, state or federal courts and does serve on such jury thereby being absent from work, shall be paid his or her regular salary by the City upon the completion of jury duty. The employee must present his or her jury service checks to the City.

3.2.2. In order to be eligible for jury duty pay, the employee must notify his or her supervisor of the dates of jury service as soon as notification is received by the employee. Failure to immediately notify the supervisor will result in the employee being paid only for time actually worked.

3.3 SEVERANCE/RETIREMENT

Any employee who is terminated from his or her employment with the City or whose position is eliminated for any reason shall be entitled to a severance pay equal to two months at current salary, with longevity award if any. This article does not apply to an employee who is discharged for cause. The benefits provided by this article shall not be given to any employee who is being involuntarily retired, is on probation or holds a provisional substitute appointment.

Upon retirement, employees shall be paid for all accumulated compensatory time, vacation, and sick leave; sick leave to be paid according to the following paragraphs within this section.

If the employee is 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 completing fifteen (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 20 years of service with the City of Hibbing an amount equal to 40% of the current value of his/her accumulated sick leave at the time of retirement or after completing 25 years of service with the City an amount equal to 50% of the current value of his/her accumulated sick leave at the time of retirement.

3.3.1 POST RETIREMENT HEALTH CARE

Effective in February of each year, active employees hired after January 1, 2007 will receive contributions from the City of \$200 each year, will be contributed to their post-retirement health care account.

3.4 RESIGNATIONS ONLY

Any employee who wishes to resign in good standing shall give the appointing authority written notice of 30 days unless the appointing authority consents to his/her leaving on shorter notice. Employee shall receive the value of all accumulated unused compensatory time and vacation.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of any of the employees belonging to the MAPE to resign at any time from their position with the City subject only to the provisions of this agreement.

3.5 DEFERRED COMPENSATION PLANS

The employer shall allow an employee to participate in any deferred compensation plan of the employee's choice which meets the following criteria:

- a. It has been approved by the deferred compensation commission.
- b. It qualifies under the laws and regulations of the United States, State of Minnesota, Internal Revenue Service.
- c. The employer can accomplish any record keeping, data processing, accounting, or administration of the plan by making a reasonable effort.

The employer shall not do any act to change, alter, amend, or terminate any employee's deferred compensation plan without first giving at least sixty (60) days written notice of its intention, and completing the processing of any grievance brought concerning the proposed action, unless law, ruling or order of the Internal Revenue Service requires it.

3.6 UNIFORM ALLOWANCE:

The City agrees supply the Fire Chief with one uniform per calendar year.

3.7 PAYDAYS

Pay days shall be bi-weekly, every other Friday. A due bill showing deductions made from employee's pay shall be furnished to each employee.

4 LEAVE TIME

4.1 HOLIDAY PROVISIONS

The following holidays shall be observed:

New Year's Day	Presidents' Day	Memorial Day
Good Friday	Fourth of July	Columbus Day
Labor Day	Veterans Day	Thanksgiving Day
Christmas Eve	Martin Luther King Day	Personal Holiday 2
Christmas Day	Juneteenth	

4.1.1 Unit B employees required to work one of the specifically designated partial or full paid holidays will be paid additional compensation at a rate of one and one-half times their normal hourly rate for all hours worked in addition to their regular holiday pay.

4.1.2 When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

4.2 VACATION

4.2.1 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 used within two (2) years:

Years of Service	Unit B	Unit A
1	40	160
2	80	160
6	120	200
10	160	200
15	200	240
20	240	280

(Example: vacation earned from January 1, 1995, to December 31, 1995, must be used by December 31, 1997 (2-year period))

4.3 SICK LEAVE

4.3.1 Sick leave shall be earned at the rate of 6.46 hours per pay period (based on 26 payrolls per year) with a maximum accumulation of 1,440 hours. No sick leave shall be earned by the employee when that employee is on sick leave.

4.3.2 Sick leave is hereby defined to mean the absence of an employee because of illness or for the attendance of such employee upon his/her immediate family requiring the

care or attendance of such employee.

4.3.3 All employees covered under this agreement shall be entitled to an annual sick leave bonus of eighty (80) hours. Employees who don't 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 balance of the remainder of the employee's sick leave accumulation remaining after the sick leave bonus and sick leave hours are utilized shall be credited to the employee's accumulated sick leave account. The sick leave bonus shall be pro-rated upon the employee's retirement.

4.4 FUNERAL LEAVE

4.4.1 In the event of a death of the spouse, child or parents, up to three days of absence with pay shall be allowed. Funeral leave shall not be deducted from any other leave granted employee by this agreement.

4.5 LEAVES OF ABSENCE

4.5.1 City employees who are elected officers or appointed representatives of the exclusive representative shall be afforded reasonable time off to conduct the duties of the exclusive representative and upon request will be provided with leaves of absence, as required by law.

4.5.2 An employee choosing to supplement workers' compensation wage replacement benefits with accumulated sick leave shall be paid the difference between the workers' compensation benefit received by the employee and his/her regular net pay, the same to be deducted from accumulated sick leave.

5 INSURANCE

5.1 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.

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, 2026 through December 31, 2028 the City shall be required to pay eighty percent (80%) of the

monthly hospital/medical insurance premium for the single or family plan offered by the City and their insurance carriers.

1200/2400 Plan effective January 1, 2015.

In addition, effective January 1st of each year the City shall contribute 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

<u>Year</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
2026	80%	80%
2027	80%	80%
2028	80%	80%

5.2 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.

5.3 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 an alternate insurance plan which will provide equitable coverage while addressing cost containment.

5.4 RETIREE HEALTH INSURANCE

- a. 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 shall be eligible for the following retirement benefits:
 - (1) Any employee who was hired prior to June 1, 1989, and who meets the eligibility requirements of this section shall receive the same benefit coverages mentioned, as the active employees at the time of their retirement.
 - (2) Any employee hired after June 1, 1989, who retires after June 1, 1991, and who meets the necessary eligibility requirements shall receive hospital medical insurance premium coverage for single coverage only. The employee shall have the right to purchase, at the employee's expense, dependent coverage if it is available.

b. Retiring on or after January 1, 2007:

- (1) For all active employees who retire on or after January 1, 2007, who were hired after June 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 percent (80%) 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 (Medica Prime Solutions 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, but for employees who retire on or before December 31, 2009, or such later date as the 20 IO collective bargaining agreement is ratified, the contribution in any given year shall not be less than 50% of the deductible amount) 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 June 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 percent (80%) 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 (Medica Prime Solutions 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; but for employees who retire on or before

December 31, 2009, or such later date as the 2010 collective bargaining agreement is ratified, the contribution in any given year shall not be less than 50% of the deductible amount) 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 June 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.

5.5 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.

5.6 CONTINUING COVERAGES

When an employee is out of work due to illness or Worker's Compensation injury, or pursuant to a special leave of absence as approved by the City Council or as required by law, the City shall continue paying his/her health and welfare, dental and life insurance 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 the City.

6. TRAVEL, CITY VEHICLES, CONTINUING EDUCATION AND EXTENDED LEAVE

6.1 TRAVEL

6.1.1 Employees using personal vehicles to travel on City business shall be reimbursed on a per mile basis at the maximum rate permitted by the United States Internal Revenue Service.

6.1.2 Other reimbursable expenses shall include but are not limited to meals, lodging and parking as per City policy.

6.2 CITY VEHICLES

6.2.1 City vehicles are assigned and are to be used for City business only.

6.2.2 When an employee is on call beyond normal working hours, he or she may be assigned a City vehicle which may be driven directly to and from the employee's workplace to his or her home and back.

6.3 CONTINUING EDUCATION

6.3.1 The City shall reimburse employees for the direct cost of any classes or certifications required by their employment and approved by the City Administrator.

6.3.2.1 By mutual agreement of the employee and the employer, an employee shall be reimbursed for classes and schooling which both parties agree would be of benefit to the employer. This reimbursement shall include tuition, books, and other class materials, as well as other direct costs.

7. DISCIPLINARY DISCHARGES AND DEMOTIONS

7.1 Disciplinary discharges or demotions to a lower classification shall be made only for just cause.

7.2 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 types of discipline are as follows:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Discharge

7.3 In the event that any employee is terminated due to conviction for a felony or any illegal act involving personal gain to himself or herself or malfeasance in office, then there shall be no obligation on the part of the City to pay any severance pay or unused personal leave pursuant to this agreement.

8. GRIEVANCE PROCEDURE

8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Employee performance evaluations are subject to the grievance procedure.

8.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors within five days of such designation.

8.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

8.4 PROCEDURE

Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the City's Human Resource Director as designated by the Employer. The Employer designated Step 1 representative must receive the grievance. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after discussion.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (City Administrator). The Employer designated Step 2 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after discussion of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. The Union shall notify the Employer of a grievance unresolved in Step 2 and appealed to Step 3 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators.

For grievances not subject to Minnesota Statutes, section 626.892, the selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the parties receive from the Bureau of Mediation Services a list of arbitrators in order to schedule a date within 21 calendar days of the contact to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

For grievances subject to Minnesota Statutes, section 626.892, the selection of an arbitrator is governed exclusively by that law.

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

B. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

9. SENIORITY

9.1 Seniority shall be granted to all employees. The seniority date is to be considered the first day of employment as a regular, full-time employee of the City of Hibbing. Employees shall be placed on the seniority list as of the first day of employment upon successful completion of the probationary period and shall be paid the appropriate monthly salary for the position held and shall otherwise be covered by the provisions of this Agreement upon successful completion of the probationary period..

9.2 An employee shall be considered to be on probation for 12 months, unless the probationary period is extended by mutual agreement of the Union and the Employer for not more than an additional thirty working 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 thereunder during the period of the employee's probation, except that the employee shall accumulate sick leave and vacation time during the probationary period.

9.3 An employee shall lose seniority standing for the following reasons:

1. Voluntary resignation
2. Discharge for cause
3. Absence for more than 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 continuation during the one (1) year period.

9.4 In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be given a thirty (30) working days-notice of Layoff and rehiring shall be determined by seniority only and pay scale or position of employee shall not be a factor.

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 layoff shall be by telephone. If the employee cannot be reached, the City shall recall the employees 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.

9.5 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. An employee so transferred shall be on probation in the new position for a period of ninety (90) calendar days during which time he/she may elect to be returned to his/her previous position without loss of seniority in that position. In the event the Council makes a determination that an employee is "obviously not qualified" and the Association does not approve of the determination, the applicant shall have the right of appeal through the normal grievance procedure.

9.6 Should a supervisor be unable to hold a position in the supervisor unit by virtue of elimination of a position, that supervisor shall have the right to revert back to the base unit without bumping and with all seniority rights of the City recognized. He may then be allowed to bid for the first available opening for which his seniority rights entitle him/her.

10. DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2026 and shall remain in force and effect until December 31, 2028, except as otherwise provided. This Agreement shall remain in effect until a new Agreement or contract supersedes it.

CITY OF HIBBING

By 
Mayor

By 
City Clerk

Date: 11/19/25

MINNESOTA ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By 
President

By 
MAPE Representative

Date: 12 November 2025