

LABOR AGREEMENT

between

CITY OF HIBBING

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES' UNION LOCAL
#320**



**REPRESENTING
LICENSED ESSENTIAL SUPERVISORS
January 1, 2026 – December 31, 2028**

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ARTICLE 1. INTRODUCTION

This Agreement is entered into between the City of Hibbing, hereinafter referred to as "Employer", and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter referred to as the "Union". The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act./

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining representative of all licensed essential supervisory employees employed by the Employer in the classifications of all licensed essential supervisors employed by the City of Hibbing Police Department, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential employees (post certified)

2.2 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 Teamsters prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

ARTICLE 3. DEFINITIONS

3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union Local #320

3.2 Employer: The City of Hibbing.

3.3 Employee: An Employee in the appropriate unit that the Union is the exclusive representative of.

ARTICLE 4. UNION SECURITY

4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.

4.2 In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deductions as requested by the Union; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

ARTICLE 5. EMPLOYER RIGHTS

5.1 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.

5.2 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.

5.3 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 6. SAVINGS 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.

ARTICLE 7. HOURS OF WORK

7.1 The basic work week for employees that are FLSA exempt shall be forty (40) hours per week, but 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 work-day of their respective departments consistent with Employer standards.

7.2 Employees not FLSA exempt working overtime will be compensated at 1.5 times the normal rate of pay. Employees have the option to take time compensatory time at 1.5 times the regular rate in lieu of pay. Such employees may accumulate a maximum of (80) hours in a calendar year. Compensatory time will be paid out one time a year in December in the event the employee wishes to do so.

ARTICLE 8. COMPENSATION

8.1 In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay as established in employer's base pay schedule that are in effect on the date that this Agreement is executed for the respective calendar year

8.2 When the Commander is called back to work when they are off duty with less than 24 hours notice For an immediate issue or a court appearance, he/she shall be paid for such work at a rate of one and one-

half times his or her base rate for a minimum of four hours.

ARTICLE 9. UNIFORMS

9.1 Employees will be provided all necessary items to safely accomplish their role and will be re issued as necessary upon direction from the Employer.

9.2 Employees will be paid \$83.34 per month as a uniform allowance, effective upon completion of their probationary period.

ARTICLE 10. SEVERANCE/RETIREMENT

10.1 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. 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.

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

10.3 If the employee is eligible to draw retirement benefits from PERA, employee will be paid a severance payment which will be paid into the employee's Post-Retirement Health Care account (MSRS), in an amount as follows: after completing fifteen (15) years of service in law enforcement, 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 law enforcement service 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 an amount equal to 50% of the current value of his/her accumulated sick leave at the time of retirement.

ARTICLE 11. POST RETIREMENT HEALTH CARE (MSRS)

Effective in February of each year, active employees hired after January 1, 2007 will receive contributions from the City of \$200.00 each year, will be contributed to their postretirement health care account.

ARTICLE 12. RESIGNATIONS

Any employee who wishes to resign in good standing shall give the appointing authority written notice of 14 days unless the appointing authority consents to his/her leaving on shorter notice. Employee shall receive the value of all accumulated unused vacation. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of any of the employees belonging to the Teamsters to resign at any time from their position with the City subject only to the provisions of this agreement.

ARTICLE 13. HOLIDAYS

13.1 The following holidays shall be observed:

New Year's Day	President's Day	Memorial Day
Good Friday	Fourth of July	Columbus Day
Labor Day	Veterans Day	Thanksgiving Day

Christmas Eve Day	Martin Luther King Day	Personal Holiday 2
Christmas Day	Juneteenth	

13.2 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.

ARTICLE 14. VACATIONS

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 (2) years:

Years of L.E.	Service Hours
1	160
6	200
15	240
20	280

ARTICLE 15. SICK LEAVE

15.1 Sick leave shall be earned at the rate of 6.46 hours per pay period with a maximum accumulation of 1,440 hours. No sick leave shall be earned by the employee when that employee is on sick leave.

15.2 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 family per MN Statute 181.9413.

15.3 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.

ARTICLE 16. LEAVES OF ABSENCE

16.1 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.

ARTICLE 17. INSURANCE

17.1 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 shall have the right to continue coverage and will be responsible for the cost of the insurance premium.

B. From January 1, 2026 through December 31, 2028, the Employer shall be required to pay (80%) of the monthly hospital/medical insurance premium for the single or family plan offered by the Employer and their insurance carriers. Employer will make payment to premiums for employees at a rate that is the same dollar amount as of December 31, 2028 during negotiations for a subsequent agreement. Employees shall pay the remainder of the abovementioned monthly premiums.

17.2 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 1200/2400 Deductible Contributed to Account by City

Year	Single Coverage	Family Coverage
2026	80%	80%
2027	80%	80%
2028	80%	80%

17.3 With a six month notice to the Employer, the Union shall have the right to leave the Employer funded health insurance plan for a Teamsters Union sponsored plan. Further, the Employer will contribute the same dollar amount that had previously been paid for Employee coverage – depending on their current single/family status – and at the amount paid for other city employees.

ARTICLE 18. DENTAL INSURANCE

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

ARTICLE 19. RETIREE HEALTH INSURANCE

19.1 Retiring on or after January 1, 2007: 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 (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.

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

C. 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.

ARTICLE 20. DISCIPLINE

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

20.2 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:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

20.3 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.

ARTICLE 21. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

21.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

21.2 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.

21.3 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.

21.4 PROCEDURE

Grievances, as defined by Section 21.1, 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 first 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. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated Step 3 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of such Step 3 grievance final answer shall be considered waived. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3.

Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. 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 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 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 Bureau of Mediation Services has mailed the parties a list of arbitrators in order 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.

21.5 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.

21.6 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.

ARTICLE 22. SENIORITY

22.1 The seniority date is to be considered the first day of employment as a regular, fulltime employee of the City of Hibbing. The City of Hibbing will maintain a seniority list at all times.

22.2 In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring within their job classification. Employees shall be given a thirty (30) 11 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. 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.

22.3 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 (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.

22.4 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.

ARTICLE 23. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

23.1 This Agreement shall represent the complete agreement between the Union and the Employer.

23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 24. DURATION

This agreement will be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028.

In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

FOR THE CITY OF HIBBING


Tom Dylan 10/1/25
Mayor Date


Candy Gippel 10/1/25
City Clerk Date

FOR TEAMSTERS LOCAL 320


J. L. Sahl 9/23/2019
Business Agent Date


Union Representative 9/23/25
Date