

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, 2017 - DECEMBER 31, 2019

AGREEMENT

ARTICLE I 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 II MANAGEMENT RIGHTS

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.

ARTICLE III PAYMENT OF DUES

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

- 1.1 The Employer shall deduct an amount 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, 118 Central Avenue, Nashwauk MN 55769, 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

ARTICLE IV
PAY RATES, PAY PLANS, LONGEVITIES, POSITION REVIEW SYSTEM

Section 1. Pay Rates, Pay Plans. The wage and salary agreed upon shall be attached to this Agreement as Appendix B.

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, sick leave and longevity.

Employees shall be afforded the right to request an appeal of their job position and subsequent pay by submitting a request for re-evaluation between January 1 and February 1 of each year. Upon receipt of written request, the City shall notify the position review committee, which shall consist of three (3) management personnel and three (3) Union personnel, who shall meet within 30 days to review all requests submitted. The committee shall have the authority to call witnesses to testify about the position(s) under consideration, review any and all pertinent documentation, and ultimately determine the validity of the request(s). All decisions shall be made by consensus, and will be forwarded to the AFSCME exclusive representative and the City Administrator or their designee for final negotiations of appropriate compensation adjustment. All evaluations shall be completed by March 15th, and if any change results in the rating and pay grade, they shall be effective March 15th. Both the exclusive representative and the City Council shall receive copies of the original evaluation requests, as well as copies of the final results. Both parties shall seek approval of any final recommendations through their appropriate channels, and a memo of understanding shall be drafted identifying any and all changes. Pay changes shall become effective only after ratification by each party, but shall be retroactive to March 15th in all cases. For a position, which necessitates an evaluation after the February 1 cut off date, approval of the Union and the City Administrator will be required.

Section 2. Longevities.

- A. An employee hired on or after 1/1/2014 and with five (5) years or more service shall receive a 1% longevity payment in addition to his/her regular base salary; an employee with eight (8) years or more service shall receive a 2% longevity pay increment in addition to his/her regular base salary; an employee with ten (10) years or more service shall receive a 4% longevity pay increment in addition to his/her regular base salary; and an employee with fifteen (15) years or more service shall receive a 6% longevity pay increment in addition to his/her regular base salary, and an employee with twenty (20) years or more

- 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 (1½) the hourly 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 (1½) the employee's regular hourly 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 (1½) 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.

- (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 (1½) hours at basic straight time rates for each day assigned, Monday through Friday; three (3) hours at basic straight time rates for each Saturday or Sunday so assigned; or three (3) hours at basic straight time rates 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 10. 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 11. 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.

1200/2400 plan – VEBA contributions 85% - 2017; 85% - 2018; 85% - 2019
VEBA contributions January 1st 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

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

- b. Deceased Employee: One-half (½) 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 (¼) of that employee's unused sick leave accumulation will be paid to his/her named beneficiary.

ARTICLE VII
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 (1½) times their normal hourly 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.

Notification of vacation shall be made a minimum of two (2) weeks prior to the taking of vacation with the exception of an emergency.

ARTICLE IX
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 (3rd) 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 two (2) hours. 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.

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) day's 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

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 "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. As a result of the merger between the Town of Stuntz and the City of Hibbing, all employees will retain and carry with them their seniority and classification. The seniority shall be merged into one list for all of such employees.

Section 9. Probationary Rate of Pay. Employees who are hired to fill a position shall be on probation for a period of ninety (90) calendar days; and, upon completion of their probationary period, they shall be placed on the regular monthly salary for their position and otherwise covered by the provisions of this Agreement. 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 XII DISMISSALS, 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

individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered by him within thirty (30) days of the date of 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 XIV 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,

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 XVI
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 appropriate rate of pay and 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 Positions

1 Cary Lake Caretaker	85% of general labor rate of pay (rating 37-40)
1 Mechanic Helper	90% of mechanic (park & Rec) rate of pay (52-55)
1 Park Cutter/Construction Helper	90% of general labor pay (rating 40-43)
1 Field Maintenance	90% of general labor pay (rating 40-43)

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

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 XVII
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 XVIII
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

ARTICLE XIX
TERM OF AGREEMENT

Section 1. The provisions of this Agreement shall remain in effect from January 1, 2017 to December 31, 2019 and from year to year thereafter unless either party gives notice of the desire to terminate or amend said Agreement at least thirty (30) days prior to the annual renewal date.

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.

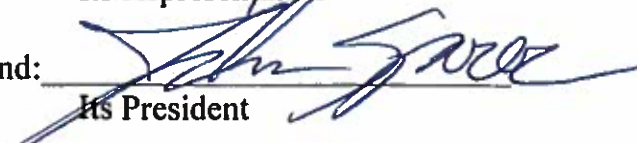
CITY COUNCIL
CITY OF HIBBING, MINNESOTA

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

By: 
Mayor

By: 
Its Representative

and: 
Clerk

and: 
Its President

Date: 12-7-2016

Date: 12-7-2016