



# **MOUNTAIN IRON CITY COUNCIL MEETING**

**MONDAY, May 6, 2019**

**6:30 P.M.**

**MOUNTAIN IRON COMMUNITY CENTER**

**MOUNTAIN IRON ROOM**

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, MAY 6, 2019 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. Minutes of the April 15, 2019, Regular Meeting (#1-4)
  - B. Minutes of the April 16, 2019, Local Board of Appeals and Equalization (#5-6)
  - C. Receipts
  - D. Bills and Payroll
  - E. Communications
- III. Public Forum
  - A. Iron Range Tourism Bureau
- IV. Committee and Staff Reports
  - A. Mayor's Report
  - B. City Administrator's Report
    - 1. Temporary Seasonal Employees (#7)
  - C. Director of Public Works Report
    - 1. Wastewater Treatment Award (#8)
  - D. Library Director/Special Events Coordinator's Report (#9)
  - E. Sheriff's Department Report
  - F. City Engineer's Report
  - G. Parks and Recreation Board
    - 1. West Two Rivers Caretaker (#10-12)
  - H. Utility Advisory Board
    - 1. Large Trash Pickup (#13)
    - 2. Mercury Minimization Plan (#14-19)
  - I. Personnel Committee
    - 1. Personnel Policy (#20-47)
    - 2. Fire Department Position Descriptions (#48-63)
  - J. Fire Department
    - 1. Joint Communications Plan (#64)
  - K. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Resolution Number 04-19 Grant Application (#65-66)
  - B. Committee Appointment (#67)
- VII. Communications (#68-70)
- VIII. Announcements
- IX. Adjourn

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
April 15, 2019

Mayor Skalko called the City Council meeting to order at 6:31p.m. with the following members present: Councilor Joe Prebeg Jr., Alan Stanaway, Steve Skogman, Julie Buria, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Tim Satrang, Director of Public Works; Amanda Inmon, Municipal Services Secretary; Al Johnson, City Engineer; and SGT John Backman, Sheriff's Department.

It was moved by Skalko and seconded by Skogman that the consent agenda be approved as follows:

1. Approve the minutes of the April 1, 2019 regular meeting as submitted.
2. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
3. To acknowledge the receipts for the period April 1-15, totaling \$216,975.22 (a list is attached and made a part of these minutes).
4. To authorize the payments of the bills and payroll for the period April 1-15, totaling \$302,414.68 (a list is attached and made a part of these minutes).

The motion carried unanimously.

Public Forum:

- No one spoke during the forum

The Mayor reported on the following:

- Happy birthday to Paul Fischer turning 99 years old on April 26<sup>th</sup>

It was moved by Skalko and seconded by Prebeg to honor Gladys Johnson with a proclamation, for turning 100 years old on May 5<sup>th</sup>, wish to honor her for her long life and prosperity and wish her many more. The motion carried.

City Administrator:

- Secretary position closed, Friday, April 12<sup>th</sup> at 4pm, possible recommendation for position at first meeting in May
- Caretaker position for West II Rivers Campground closed, Monday, April 15<sup>th</sup> at 4pm, possible recommendation for position at first meeting in May
- Thank you and good luck to Rhonda McConnell for her service at City Hall and Mountain Iron Library

Director of Public Works:

- Please be aware of Street Sweeper crews and pothole repairs
- Tree trimming in progress
- Water line repair in South Grove

**Sheriff's Department:**

- No formal report
- Calendar parking has ended

**City Engineer:**

- No formal report

It was moved by Stanaway and seconded by Prebeg to appoint Mayor Skalko and Councilor Buria as the alternate Range Association of Municipalities and Schools (RAMS) representatives. The motion carried.

It was moved by Skogman and seconded by Buria to send out certifications of appreciation to the City of Mountain Iron volunteers. The motion carried.

Councilor Stanaway opened the discussion regarding alternate Merritt Days activities

Councilor Prebeg stated Parks & Recreation Board next week, discussion for ideas

- Any events or ideas would require a large amount of volunteers
- Several Class Reunions plan their reunion event around the Merritt Days Celebration

**Announcements:**

- 2019 Local Board of Appeal and Equalization is scheduled for Tuesday, April 16, 2019 from 5:00-6:00pm at the Mountain Iron Community Center
- Shared Services Study with Virginia and Mountain Iron City Officials on April 17<sup>th</sup> at 2:00pm at the Mountain Iron Community Center
- The Mountain Iron Parks and Recreation Department will be sponsoring the 34<sup>th</sup> Annual Easter Egg Hunt, Saturday, April 20<sup>th</sup> at 12:00pm at the Merritt Elementary School

At 6:56p.m., it was moved by Skalko and seconded by Skogman that the meeting be adjourned. The motion carried.

**Submitted by:**



Amanda Inmon  
Municipal Services Secretary  
[www.mtniron.com](http://www.mtniron.com)

**Communications:**

1. Thank you from the St. Louis County Youth in Action for the continued support and recent donation to their "Youth in Action Conference," held at Fortune Bay Resort.

Distribution Summary

Category	Distribution	Amount
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	1,100.00
BUILDING RENTALS	COMMUNITY CENTER	1,650.00
BUILDING RENTALS	SENIOR CENTER	50.00
CAMPGROUND RECEIPTS	CREDIT CARD FEES	38.46
CAMPGROUND RECEIPTS	FEES	1,110.00
CAMPGROUND RECEIPTS	LODGING TAX PAYABLE - W2 CAMP.	33.30
CAMPGROUND RECEIPTS	PAVILION FEES	50.00
CAMPGROUND RECEIPTS	SALES TAX PAYABLE-W2 CAMPGR.	85.61
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	267.52
FINES	CRIMINAL	1,471.97
FINES	PARKING VIOLATIONS	30.00
INTERGOVERNMENTAL REVENUE	GRANTS RECEIVABLE	2,430.00
LICENSES	ANIMAL	40.00
METER DEPOSITS	ELECTRIC	950.00
MISCELLANEOUS	ASSESSMENT SEARCHES	30.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	54,097.26
MISCELLANEOUS	DELTA DENTAL PAYABLE	1,540.70
MISCELLANEOUS	EDA REIMBURSEMENT	7,161.56
MISCELLANEOUS	MISC. - GENERAL	670.00
MISCELLANEOUS	REC DEPT-VARIOUS FEES/PMTS	320.00
MISCELLANEOUS	REFUSE-SALE OF SCRAP METAL	103.95
MISCELLANEOUS	REIMBURSEMENTS	6.15
MISCELLANEOUS	USABLE LIFE INS. PAYABLE	354.84
PERMITS	BUILDING	72.00
TAXES	BOND LEVY	3,384.42
TAXES	DUE TO MOUNTAIN IRON EDA	374.70
TAXES	PENALTIES & INTEREST	33.50
TAXES	PENALTIES & INTEREST-378 FUND	202.03
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	296.17
TAXES	TAX LEVY	2,636.94
TAXES	TAXES RECEIVABLE-DELINQUENT	1,364.03
UTILITY	UTILITY	135,020.11
Grand Totals:		216,975.22

## Report Criteria:

Report type: Summary

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/19	04/03/2019	153007	10068	ADVANCED OPTICAL	101-20200	693.76
04/19	04/03/2019	153008	60019	AMANDA INMON	101-20200	628.83
04/19	04/03/2019	153009	130017	AMERICAN BANK	601-20200	1,977.28
04/19	04/03/2019	153010	10075	AMERIPRIDE SERVICES	101-20200	64.76
04/19	04/03/2019	153011	10041	ARROWHEAD EMS ASSOCIATION	101-20200	250.00
04/19	04/03/2019	153012	30055	BTAC ACQUISITION CORP.	101-20200	609.45
04/19	04/03/2019	153013	30017	CARQUEST (MOUNTAIN IRON)	101-20200	132.05
04/19	04/03/2019	153014	30072	COMPUTER WORLD	101-20200	2,458.82
04/19	04/03/2019	153015	140013	CORE & MAIN LP	101-20200	562.83
04/19	04/03/2019	153016	60008	FAIRVIEW CLINIC-MOUNTAIN IRON	101-20200	34.00
04/19	04/03/2019	153017	60002	FENA ADVERTISING INC	101-20200	519.57
04/19	04/03/2019	153018	60029	FERGUSON ENTERPRISES INC	601-20200	158.51
04/19	04/03/2019	153019	1218	FLOOR TO CEILING STORE	101-20200	102.00
04/19	04/03/2019	153020	6004	FRED FAUST	101-20200	183.27
04/19	04/03/2019	153021	70029	GUARDIAN PEST CONTROL INC	101-20200	88.60
04/19	04/03/2019	153022	80022	HAWKINS INC	602-20200	6,060.50
04/19	04/03/2019	153023	80001	HILLYARD/HUTCHINSON	101-20200	2,069.00
04/19	04/03/2019	153024	80037	HOMETOWN MEDIA PARTNERS	101-20200	108.00
04/19	04/03/2019	153025	90010	INTERNATIONAL INSTITUTE OF	101-20200	170.00
04/19	04/03/2019	153026	120002	LAWSON PRODUCTS INC	602-20200	187.84
04/19	04/03/2019	153027	120003	LEAGUE OF MINNESOTA CITIES	602-20200	20.00
04/19	04/03/2019	153028	130030	MACQUEEN EQUIPMENT	603-20200	371.73
04/19	04/03/2019	153029	130004	MESABI DAILY NEWS	101-20200	1,227.80
04/19	04/03/2019	153030	130006	MESABI HUMANE SOCIETY	101-20200	1,458.34
04/19	04/03/2019	153031	110035	MIDWEST COMMUNICATIONS	101-20200	200.00
04/19	04/03/2019	153032	140026	MINNESOTA ENERGY RESOURCES	601-20200	964.77
04/19	04/03/2019	153033	130009	MINNESOTA POWER (ALLETE INC)	101-20200	1,070.34
04/19	04/03/2019	153034	140048	NORTH COUNTRY HEATING	101-20200	689.19
04/19	04/03/2019	153035	140000	NORTH STAR CYCLE	604-20200	38.00
04/19	04/03/2019	153036	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	66.56
04/19	04/03/2019	153037	140005	NORTHERN FITNESS GROUP	101-20200	377.96
04/19	04/03/2019	153038	160066	PACE ANALYTICAL SERVICES	602-20200	253.00
04/19	04/03/2019	153039	160057	PHIL'S GARAGE DOOR SERVICE	602-20200	1,811.25
04/19	04/03/2019	153040	170007	QUILL CORPORATION	603-20200	441.86
04/19	04/03/2019	153041	180003	RANGE OFFICE SUPPLY	602-20200	124.58
04/19	04/03/2019	153042	180046	RETROFIT RECYCLING COMPANIES, INC.	602-20200	761.60
04/19	04/03/2019	153043	190045	SERVICE SOLUTIONS	101-20200	23.00
04/19	04/03/2019	153044	190004	SKUBIC BROS INC	603-20200	101,850.72
04/19	04/03/2019	153045	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	42,500.00
04/19	04/03/2019	153046	190016	ST LOUIS COUNTY AUDITOR	301-20200	567.80
04/19	04/03/2019	153047	848	ST. PAUL PORT AUTHORITY	101-20200	2,947.28
04/19	04/03/2019	153048	200028	TRI CITIES BIOSOLIDS DISPOSAL	602-20200	5,377.50
04/19	04/03/2019	153049	210001	UNITED ELECTRIC COMPANY	604-20200	730.08
04/19	04/03/2019	153050	220025	VERIZON WIRELESS	602-20200	17.96
04/19	04/03/2019	153051	220014	VIKING INDUSTRIAL NORTH	602-20200	193.02
04/19	04/03/2019	153052	260005	ZEP MANUFACTURING COMPANY	602-20200	745.29

Grand Totals:

181,888.70

PP-Ending 03/22

120,525.98**TOTAL EXPENDITURES****\$302,414.68**

**MINUTES  
MOUNTAIN IRON CITY COUNCIL  
BOARD OF APPEAL AND EQUALIZATION  
APRIL 16, 2019**

Councilor Alan Stanaway called the meeting to order at 5:00p.m. with the following members present: Joe Prebeg, Jr., Alan Stanaway, Susan Tuomela, Steve Skogman, and Mayor Gary Skalko. Also present were: Amanda Inmon, Municipal Services Secretary; Shawn Hainey, Real Estate Appraiser for Saint Louis County; Dave , Assistant Saint Louis County Assessor.

Councilor Skogman spoke about the implementation of a five minute time allotment for each owner/individual for each separate parcel/land/property due to abuse in the past. Discussion will ensue after the owner conveys their discretion in the five minute time slot regarding their property. Starting next year, individuals speaking on another person's name will be required to have power of attorney or proof before speaking regarding any assessments.

The Saint Louis County officials stated that for the City of Mountain Iron there were 23 improved sales and four vacate land sales, six is required for a sales study, overall median sales ratio was at 94.5%. Allowable median sales range must meet the Minnesota Department of Revenue's required which is no less than 90% but no more than 105%. No changes were done across the board only to individual properties for new construction or demolition or request for review. The year 2020 will be the year that assessments will be revalued.

**It was moved by Prebeg and seconded by Stanaway to direct the Saint Louis County Appraisers to meet with John Roskoski to review their property at 5409 North Court, Mountain Iron, Parcel Code 175-0010-02500, to further make recommendations at a later date. The motion carried on roll call vote (No: Skalko, Yes: Prebeg, Stanaway & Buria).**

**It was moved by Stanaway and seconded by Skalko to direct the Saint Louis County Appraisers to meet with Dan Gunderson to review their property at 8794 Forest Dr., Mountain Iron, Parcel Code 175-0140-00180, to further make recommendations at a later date. The motion carried.**

**It was moved by Prebeg and seconded by Skalko to have Jerry Kujala, City Building Inspector, within the 20 day window, meet with Craig Wainio and Dan Gunderson in regarding the property at 8794 Forest Dr. The motion carried.**

**It was moved by Prebeg and seconded by Skalko to direct the Saint Louis County Appraisers to meet with William Storbeck to review their property at Tamarack Drive, Mountain Iron, Parcel Code 175-0012-01010 and Parcel Code 175-0012-01000, to further make recommendations at a later date. The motion carried.**

**It was moved by Stanaway and seconded by Buria to direct the Saint Louis County Appraisers to meet with William Storbeck to review their property at Tamarack Drive, Mountain Iron, Parcel Code 175-0012-00990, to further make recommendations at a later date. The motion carried.**

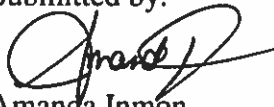
**It was moved by Stanaway and seconded by Skalko to accept the recommendation of the Saint Louis County Assessor and make no changes to the property of Mark Madden at 8861 Maxwell Road, Mountain Iron, Parcel Code 175-0071-03075. The motion carried.**

**It was moved by Prebeg and seconded by Skalko to direct the Saint Louis County Appraisers to meet with Matt Kislch to review their property at 5483 Bluebell Ave, Mountain Iron, Parcel Code 175-0013-00170, to further make recommendations at a later date. The motion carried.**

It was moved by Stanaway and seconded by Skalko to reconvene the Local Board of Appeal and Equalization for Monday, May 6<sup>th</sup> at 5:30pm at the Mountain Iron Community Center. The motion carried.

At 6:21p.m., it was moved by Stanaway and seconded by Prebeg to recess the Local Board of Appeal and Equalization meeting. The motion carried.

Submitted by:



Amanda Inmon  
Municipal Services Secretary  
[www.mtniron.com](http://www.mtniron.com)



**COUNCIL LETTER 050619-IVB1**

**ADMINISTRATION**

**SEASONAL EMPLOYEES**

**DATE:** May 2, 2019  
**FROM:** Craig J. Wainio  
City Administrator

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The closing date for seasonal worker is Friday May 3<sup>rd</sup>. Staff will present a list of workers at the Monday's meeting.

# CERTIFICATE OF COMMENDATION

This Wastewater Treatment Facility Operational Award is presented to

## Mountain Iron WWTP and its staff

In recognition of exceptional compliance with its Minnesota Pollution Control Agency NPDES/SDS wastewater permit during the 2018 review year.

Your ongoing efforts to protect the waters of Minnesota are duly recognized and appreciated by the Agency and the state of Minnesota.



A handwritten signature in blue ink, appearing to read 'Laura Bishop'.

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Laura Bishop, MPCA Commissioner

 MINNESOTA POLLUTION  
CONTROL AGENCY

Mountain Iron Public Library

Monthly Report

April 2019

**Circulation:**

Items checked out: 2,045      Items checked in: 1,985

Total Circulation of materials in April: 4,030

**Attendance:**

Adults: 893      Youth: 255      **Total patrons in April: 1,148**

Reference Desk visits: 296      Computer Use Sessions: 149

**Events and Activities at the library in April:**

April 1: City Council Meeting

April 2, 9, 23, & 30: Family Reading Program

April 3, 10, 17, & 24: TOPS Group

April 9: ECFE Field Trip to the Library

April 10: Library Board Meeting

April 11: Friends of the Library Meeting

April 16: One-Dog Canoe and More (Mary Casanova, Legacy Event)

April 17: ECFE Field Trip to the Library

April 18: Mtn. Iron Class of 1959 Reunion Meeting

April 23: Book to Movie Event: "Something Borrowed"

April 23: MIB Community Education Meeting – Anna

**COUNCIL LETTER 050619-IVG1**  
**PARKS AND RECREATION BOARD**  
**WEST TWO RIVERS CARETAKER**

**DATE:** May 2, 2019  
**FROM:** Parks and Recreation Board  
Craig J. Wainio  
City Administrator

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The consensus of the Parks and Recreation Board is to offer the caretakers position for the 2019 season to Wendy Flannigan and Thomas Bennet. Enclosed is an agreement for your approval.

**CITY OF MOUNTAIN IRON  
WEST TWO RIVERS CARETAKER AGREEMENT**

**WHEREAS**, the City of Mountain Iron, St. Louis County, Minnesota, is the owner of the West Two Rivers Campground facility; and

**WHEREAS**, Wendy Flannigan and Thomas Bennet wish to contract with the City of Mountain Iron to operate the said campground;

**NOW, THEREFORE**, be it agreed, by and between the parties hereto as follows:

1. Wendy Flannigan and Thomas Bennet agree to manage said West Two Rivers Campground for the period of May 10, 2019 through September 15, 2019.
2. The City of Mountain Iron agrees to pay Wendy Flannigan and Thomas Bennet the sum of \$700.00 per week for operation of said facility for said 20 week period. Said compensation shall be paid bi-weekly. The managers agree to staff the campground and/or office daily, seven days per week and respond to requests for information or service from campground users at other times of the day. If necessary, the managers must inform the City Administrator or designee of any changes in the schedule. If the managers are to be absent at any time, they must post this information on the Caretaker's Board outside of the office building stating their departure and arrival.
3. Wendy Flannigan and Thomas Bennet agree to act as managers of the campground facility and to collect the fees for the campground and to transmit the same to the City of Mountain Iron on an as-needed basis, during city office hours.
4. Wendy Flannigan and Thomas Bennet consents and agrees that the contractual duties of supervising the West Two Rivers Campground facility include, but are not limited to, those indicated on Exhibit "A" attached hereto and made a part of hereof.
5. Wendy Flannigan and Thomas Bennet consent and agree that services and duties of supervising the West Two Rivers Campground facility indicated on Exhibit "A" attached and other duties are required to be performed by them individually. Wendy Flannigan and Thomas Bennet are prohibited from subcontracting and/or hiring out any of their responsibilities to any other individual or organization, without the express written consent of the City of Mountain Iron.
6. The City of Mountain Iron can terminate this contract at any time.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
- Signature & Date

\_\_\_\_\_  
Craig J. Wainio, City Administrator

\_\_\_\_\_  
- Signature & Date

## **EXHIBIT "A"**

### **WEST TWO RIVERS CAMPGROUD MAINTENANCE GUIDE & DUTIES**

#### **DAILY:**

1. Take reservations for campsites, maintain camping and pavilion rental records as required.
2. Collect fees as needed and turn-in fees and receipts daily to the Mountain Iron City Hall Office.
3. Check for phone messages and return phone calls as soon as possible.
4. Perform daily inspections of all campsites each evening to ensure that payments have been made on all occupied sites and make appropriate arrangements for collection of unpaid fees.
5. Enforce campground rules and regulations, contact law enforcement when necessary.
6. Provide all campers with a copy of the campground rules and explain rules as necessary.
7. Managers' residence and grounds must be kept clean and in order at all times. NO smoking is allowed in any City buildings.
8. Check all bathrooms, shower stalls and change house for cleanliness before 8:00 a.m. and check again before 6:00 p.m. and clean, if needed.
9. Clean all bathrooms, shower stalls, sink fixtures, and also sweep and mop the office building before 8:00 a.m. and check again before 6:00 p.m. and clean them again, if needed.
10. Wipe off picnic tables at campsites and clean pavilions. Make sure faucets are clean and operating.
11. Pick-up litter in the beach area, at boat landings and all fishing docks.
12. Cleaning supplies will be furnished by Owner. Notify them when you need any supplies.
13. Maintain public information material as provided by the City at the campground office, answer questions and inquiries concerning the information and available services around Mountain Iron.
14. Inspect campground for safety-maintenance conditions and necessary repairs, and inform City personnel, promptly, if any repairs or other corrections are needed.

#### **WEEKLY:**

1. Cut the grass and do weed trimming of the campground, as needed.
2. Rake/pick up all sticks, branches, etc.
3. Wash windows and screens on all buildings as needed.
4. Pick up litter along County Road 761 (Campground Road) twice a week.
5. Clean/wash shower curtains. Notify the office if you need to replace them.
6. Scrub out and sanitize shower stalls. This includes walls and floors of shower stalls and also bathroom commodes.

#### **AS NEEDED:**

1. Clear branches from campground area.
2. Clean and inventory storage area in upper restroom building.
3. Empty all garbage cans into black trash containers. Call City Hall if extra dumps are needed.
4. Perform duties as assigned by the Public Works Director as to the operation of the campground.
5. Notify portable toilet contractor of problems or additional servicing when required.



## CITY OF MOUNTAIN IRON LARGE TRASH PICKUP

8586 Enterprise Drive South, Mountain Iron, MN 55768 [www.mtniron.com](http://www.mtniron.com) Phone: 748-7570 Office Hours: Monday-Friday 7:30 am to 4:00 pm

The City of Mountain Iron will be offering a large trash pick-up for our residents with garbage service for a fee of \$10.00. **Complete the form below and submit payment by June 3, 2019. Your utility bill must be paid in full** in order to be eligible for the large trash pickup. Each residence will be picked up only once. Have your large trash ready to be picked up on the first day of your area's scheduled pickup. No refund of application fee.

### **Tentative Schedule:**

**Monday, June 3 through Friday, June 7, 2019:**

Downtown area- South Grove area- Mud Lake Road- Unity Addition- Wolf area- County Road 7- Highway 101- Rural areas- Kinross- Spirit Lake area

**Monday, June 10 through Friday, June 14, 2019:**

Parkville area- Stoney Brook- Lambert Addition- West Virginia- Westgate- Ann's Acres- Southern Drive

**-Items that will be picked up:** Auto/truck highway tires up to 20" (limit of 4 tires, no tractor tires), clothing, appliances (refrigerators and freezers must have doors removed), scrap metals, household goods, furniture, old bikes, motors (lawn mowers, weed eaters, etc.) **that are *drained of oil and gas*.**

**-Items that will not be picked up:** Flammable containers including propane tanks, box springs or mattresses, tv sets, computers or computer parts, demolition material (old buildings, boards, cement blocks, etc.)

(Yard waste will not be picked up. This can be brought to the site on Mineral Avenue between the City Garage and South Grove). Come to City Hall and sign out a remote to enter the site. Bring Hazardous Waste Material (filled paint cans etc.) to the St. Louis county Solid Waste Dept.

The City/Director of Public Works reserves the right to limit the number of items being picked up.

-----  
Name & Address (if different than label on reverse side) \_\_\_\_\_  
\_\_\_\_\_

I understand that any remaining trash is the homeowner's responsibility to promptly remove and dispose of properly. I understand that no flammable containers, household garage or recyclable materials will be accepted in this trash pickup. I have not allowed large trash from outside the Mountain Iron garbage service area to be deposited on my property for pickup.

\*\*\*\*Signature: \_\_\_\_\_

Brief description of items to be picked up:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY USE ONLY: DRIVER'S INITIALS**

Date pickup complete: \_\_\_\_\_

Reason Trash was left: \_\_\_\_\_

\$10.00 paid: \_\_\_\_\_

# City of Mountain Iron

## Mercury Minimization Plan

### Introduction

The City of Mountain Iron operates a municipal wastewater treatment facility within the Lake Superior watershed. The City is made up of some 71 square miles, most of it owned by US Steel Corporation, the State of Minnesota, and the City of Mountain Iron. A large portion of land within the city limits is located in rural areas that are not served by the wastewater treatment facility. In rural areas, residents have private individual sewer treatment systems. The more urban areas are served by the city's own wastewater treatment facility. Wastewater treatment is the process of removing contaminants from wastewater, primarily from household sewage. Physical, chemical, and biological processes are used to remove these contaminants and produce environmentally safe treated water (effluent).

Because of its location within the Lake Superior Watershed, the City of Mountain Iron WWTP is subject to the Great Lakes Initiative water quality based effluent limits (WQBEL). The goal would be to reduce the source of mercury in order to maintain effluent at or below the WQBEL. The typical mercury final limits for the Lake Superior Watershed are 1.8 ng/L based on a monthly average and 3.2 ng/L for the daily maximum.

Mercury is an element represented on the periodic table as the symbol Hg and has an atomic number of 80. It is a naturally occurring, heavy, silvery metal that is liquid at room temperature. Mercury is a powerful neurotoxin that affects human health and the environment. Mercury does not breakdown into less harmful substances over time, but rather accumulates in fish and animal tissues as they travel up the food chain, a process known as bioaccumulation. Widespread mercury contamination has prompted the Minnesota Department of Health to issue fish consumption advisories throughout the state. Mercury is present in all municipal wastewater discharges. Mercury enters wastewater from users of the wastewater system. Most of it concentrates in biosolids, which is separated at the wwtp and land-applied, in Mountain Iron's case. The remainder ends up in the treated effluent. Wastewater treatment plants are not designed to specifically remove mercury.



### **Facility Description**

The Mountain Iron Wastewater Treatment Facility is located at SE ¼ of NW ¼ of Section 15, Township 58 North, Mountain Iron, Saint Louis County, Minnesota. The street address is 8808 Grant Drive, Mountain Iron MN, 55768. The Facility has a design flow of 0.550 MGD with an Influent 5-day CBOD strength of approximately 200 milligrams per liter (mg/l). The Facility has a continuous discharge to unnamed wetlands prior to the West-Two Rivers Reservoir (SD-003).

The City of Mountain Iron has a collection system with sewer mains and interceptors ranging in size from 6 inch to 14 inches with thirteen lift stations. The wastewater treatment facility uses mechanical, biological, and chemical treatment processes. A Parkson automatic bar screen with a compactor was installed in 2009. Two-parallel concrete channel grit chambers follow the Parkson screen capable of handling flows of 1.2 MGD each. The flow is then directed to the influent wet well that has three influent pumps that lift wastewater to an aluminum sulfate mixing chamber. In the Aluminum Sulfate mixing chamber (alum), alum is introduced into the wastewater and controlled using a peristaltic style chemical feed pump. Flow then enters the aeration tank by gravity. The Aeration tank was upgraded to fine air diffusers, new piping, and new blowers in 2011. Variable speed drives operate blowers (also new in 2011) driven by a oxygen sensor. The Aeration tank has a holding capacity of 185,535 gallons. Two secondary clarifiers are 32 feet in diameter with a depth of 12 feet are equalized with a valve control structure. All mechanical parts were replaced in 2010 including weirs, bridge, drives, scum collectors, and drives. Secondary clarifier effluent flows into the chlorine contact tank. At the head of the chlorine contact tank, a solution of chlorine is introduced to the flow made from chlorine gas. At the end of the chlorine contact tank Sulfur Dioxide is used to remove any chlorine residual. Treated water is discharged into wetlands at this point. Biosolids are removed from the process through wasting a portion of the return flow from the secondary clarifier into an aerobic digester with a capacity of 127,900 gallons. After digestion, batches of biosolids are lime stabilized in a lime mixing tank, then land applied.

### **Mercury Reduction Potential**

Mercury has many useful properties. It can be found in simple household items like fluorescent light bulbs, thermometers, thermostats, dry-cell batteries, etc. Typical wastewater treatment has focused on removing pollutants after it enters water. There is no treatment method that will completely remove mercury from wastewater. Mercury is basically moved from wastewater to biosolids, and then land applied. Pollution prevention is the best approach to attaining reductions of mercury to the environment. The goal is to eliminate mercury from entering the system and not simply transfer mercury from wastewater to biosolids for land application. The concept relies on public participation.

The City of Mountain Iron will, in the attempt of reducing source mercury:

- Put together a implementation team with members who will assist with MMP.
- Will create a business/industry inventory and apply activities from table E
- Identify most likely sources of mercury
- Review collection system and set up sampling points
- Send out and publish mercury minimization information
- Evaluate progress
- Revise plan to meet goal

**City of Mountain Iron**

**Influent Total Mercury and Effluent Total and Dissolved Mercury Results 2013 and 2014**

**Year: 2013**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar							
Apr							
May							
Jun	1.413	9.4	50.27	1.5	8.02		
Jul							
Aug							
Sep							
Oct							
Nov	0.404					<0.50	0.76
Dec	0.502	397	754.33	3.0	5.70	<0.50	0.95
Average	0.773	203.2	402.3	2.25	6.86	<0.50	0.86

Percent Removal = 98.89%

**Year: 2014**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar	0.503					<0.50	0.95
Apr							
May							
Jun	0.532	13.3	26.78	2.45	4.93	1.4	2.82
Jul							
Aug							
Sep	0.448					1.5	2.54
Oct							
Nov							
Dec	0.300	38.1	43.26	5.68	6.45	<0.50	0.57
Average	0.446	25.7	35.02	4.07	5.69	0.98	1.73

Percent Removal = 84.16%

**City of Mountain Iron**

**Influent Total Mercury and Effluent Total and Dissolved Mercury Results 2015 and 2016**

**Year: 2015**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar							
Apr							
May							
Jun	0.467	18.1	31.99	3.24	5.73	1.9	3.36
Jul							
Aug							
Sep							
Oct							
Nov							
Dec	0.392	8.64	12.82	1.35	2.00	<0.50	0.74
Average	0.430	13.37	22.41	2.30	3.87	1.2	2.05

Percent Removal = 82.80%

**Year: 2016**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar							
Apr							
May							
Jun	0.53			1.11	2.23	0.74	1.48
Jul							
Aug							
Sep							
Oct							
Nov	0.443	7.94	13.31				
Dec	0.398	6.38	9.61	0.618	0.93	<0.50	0.75
Average	0.457	7.16	11.46	0.86	1.58	0.62	1.12

Percent Removal = 87.99%

**City of Mountain Iron**

**Influent Total Mercury and Effluent Total and Dissolved Mercury Results 2017 and 2018**

**Year: 2017**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar							
Apr							
May							
Jun	0.534	5.86	11.84	1.13	2.28	<0.50	1.01
Jul							
Aug							
Sep							
Oct							
Nov							
Dec	0.386	9.21	13.46	1.55	2.26	<0.50	0.73
Average	0.460	7.54	12.65	1.34	2.27	<0.50	0.87

Percent Removal = 82.23%

**Year: 2018**

Month	Influent			Effluent			
	Flow (MGD)	Conc. (ng/L)	Mass (mg/day)	Total Conc. (ng/L)	Total Mass (mg/day)	Dissolved Conc. (ng/L)	Dissolved Mass (mg/day)
Jan							
Feb							
Mar							
Apr							
May							
Jun	0.451	13.0	22.19	1.49	2.54	0.82	1.40
Jul							
Aug							
Sep							
Oct							
Nov							
Dec	0.297	24.4	27.43	0.679	0.76	<0.50	0.56
Average	0.374	18.7	24.81	1.08	1.65	0.66	0.98

Percent Removal = 94.22%

**COUNCIL LETTER 050619-IVI1**

**PERSONNEL COMMITTEE**

**PERSONNEL POLICY**

**DATE:** May 2, 2019

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

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Based upon the recently completed Shared Services Study a number of changes in our Personnel Policy were recommended. In cooperation with AFSCME, Staff has updated the policy to reflect the changes put forward in the study. Enclosed is a copy of the policy and the Personnel Committee recommends its approval by the City Council.

# **PERSONNEL POLICY**

**Policy Number 1998-00**

**Adopted: April 20, 2002  
Amended: May 6, 2019**

## **INTRODUCTION**

In adopting this policy, it is the intention of the Mt. Iron City Council to establish a uniform City Personnel Policy for the efficient management of the City's purpose and future effectiveness and growth. The following Rules, Regulations and Policies shall apply to all employees of the City under the direct or indirect jurisdiction of the City Council. Effective, consistent and fair human resource decisions are key to an effective organization. The Personnel Committee shall review this personnel policy once each year.

Employees to whom this Personnel Policy shall apply shall be fully informed on all matters concerning their employment, such as salaries, schedules, hours of work, fringe benefits, duties and responsibilities. Every employee, upon the commencement of his/her employment, shall be furnished with a copy of this Personnel Policy.

The City reserves the right to amend, modify, add to or delete from the provisions of this Personnel Policy, after consultation with the Union, as it determines necessary and advisable.

If required by the City of Mt. Iron, new employees will undergo a physical examination by a physician to determine the applicant's capability to perform the job for which he/she is being hired. Such examination to be paid by the City.

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# **POLICY AND PROCEDURE**

## **Sec. 1      CODE OF ETHICS**

The City of Mt. Iron believes that proper operation of government requires that employees be independent, impartial and responsible to the people; that government decisions and policies be made in the proper channels of governmental structure; that public employment not be used for personal gain; and that the public have confidence in the integrity of its government. Accordingly, it is the purpose of this policy to establish ethical standards of conduct for all employees of the City and to set forth those acts, which are incompatible with such standards in matters affecting the City, and to provide effective means for enforcement thereof. This policy is not to be construed so as to impair the ability of employees to participate in ceremonial representational or informational functions pursuant of their official duties.

This policy shall be liberally construed in favor of protecting the public interests by a full disclosure of conflicts of interest and a promotion of ethical standards of conduct for City employees.

The following shall be prohibited activities:

1. No employee shall use any confidential City information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require the employee to disclose or use confidential information.
2. No employee shall use or allow the use of City time for the employee's private interest or any other use not in the interest of the City.
3. No employee shall deprive the City or its agencies of their original files. All original work products generated or obtained by a City employee on City time shall be the property of the City of Mountain Iron and shall remain so after an employee leaves City employment.
4. There shall be no Workmen's Compensation paid by the City to any individual injured in the course of outside Employment.

## **Sec. 2      DEFINITIONS**

As used in this Personnel Policy and Procedure Manual, the following terms shall have the meaning ascribed to them in this section:

City - Shall mean all of the City Departments.

Compensation Leave - Shall mean time off from regular hours of work which is granted for work performed or time served beyond the time constituting the normal work week as determined at the discretion of the City.

Collective Bargaining Agreement - Shall mean the Contract between the City and the non-management employees represented by the union.

Contract - Position which serve the city on a contract basis. This may be either part-time or full-time. The provisions of the contract guide this position; renewal and renegotiations are the conditions of continuing employment.

Discipline - Corrective action taken to control employee's conduct.

Employee - Shall mean and include all full time employees as defined under the term "City".

Exempt - Positions to which the minimum wage and overtime provisions of the Fair Labor Standards Act do not apply.

Full-Time Employee - Shall mean an employee who is employed on a year-round basis and works the full regularly scheduled 40-hour workweek of the office in which such employee works.

Holiday - Shall mean those days as officially declared by the City Council.

Independent Contractor - Contractually retained to provide services for a designated period of time and rate of pay. Independent contractor will operate and function under the specific terms of their agreement.

Jury Duty - Shall mean time off granted an employee who is summoned for jury duty.

Leave Without Pay - Shall mean time off granted an employee for which pay is not authorized or granted.

Management Unit - Shall mean full-time management employees, which consists of the City Administrator, Director of Public Works, Parks and Recreation Director and the Library Director.

Military Leave - Shall mean time off for personnel recurring temporary active duty with a reserve unit of the United States Army, Navy, Marine Corps, Coast Guard or a National Guard Unit.

Overtime - Shall mean all time earned in excess of 40 hours a week or 8 hours a day.

Part-Time Employee - Shall mean an employee who is employed on a year-round basis, but averages less than 32 hours per week in the office in which such employee works.

Permanent Employee - Shall mean an employee who has been hired by the City Council, successfully completed their probationary period and averages in excess of 14 hours per week

Union - Shall mean the duly authorized representative for collective bargaining for all full-time employees of the City excluding those covered under the management unit.

Sick Leave - Shall mean time off granted an employee where illness, injury or disability prevents him/her from working.

Temporary/Seasonal Employee - Shall mean as defined by the Public Employees Labor Relations Act.

Vacation Leave - Shall mean paid time off granted for annual vacation.

**Sec. 3**        **PERSONNEL COVERED.**

Except as otherwise specifically provided, this policy applies to all employees of the City except the following:

1. All elected officials
2. City Attorney
3. Members of City boards, commission, and committees.
4. Emergency employees.
5. Other employees not regularly employed in full-time or part-time positions.

**Sec. 4**        **PUBLIC RELATIONS.**

It is the duty of every employee to deal courteously with the public. Favorable impressions created by courteous public relations develop citizens' good will and support for you, your department, and the City as a whole.

**Sec. 5**        **APPOINTMENTS.**

**Subd. 1**        **Examinations.** The appointing authority on the basis of merit and fitness for the position shall make every new appointment to municipal service. When required by law or by the City Council or the City Administrator, merit and fitness shall be ascertained by written, oral, or other examinations designed to evaluate the ability of the candidate to discharge the position for which the examination is held.

**Subd. 2**        **Application Forms.** Applications for City positions shall be made in writing on a prescribed application form from the designated departments or the City Administrator. All applications will be kept in the file for a period of (1) one-year.

**Sec. 6**        **HIRING PROCEDURE.**

All persons entering City employment shall report to the City Administrator's office for the purposes of completing the required employment forms. No person shall be considered approved for employment nor shall they report for work until:

1. The applicant has completed the employment application and any/all appropriate testing procedures.
2. The appropriate Department Director has interviewed the applicant.
3. The applicant has successfully passed a background investigation and any/all pre-employment physical.
4. City Council, or its designated subcommittee, has approved the applicant's application.

**Sec. 7**      **INTERVIEWING EXPENSES.**

Travel expenses for job interviews are the responsibility of the job applicant.

**Sec. 8**      **PROBATIONARY PERIOD.**

**Subd. 1**      **Purpose.** The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.

**Subd. 2**      **Duration.** Every original appointment is subject to a probationary period of six months after appointment. Every promotional appointment is subject to a probationary period thirty days after promotion.

**Subd. 3**      **Termination.** The appointing authority may terminate an employee at any time during the probationary period if in the appointing authority's opinion the working test indicated that the employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal unless he or she is a veteran, in which case the procedure prescribed in MN Stat. 197.46 shall be followed.

**Subd. 4**      **Completion.** Immediately prior to the expiration of the probationary period, the Department Head shall notify the City Administrator in writing whether or not the services of the employee have been satisfactory and whether or not the employee will be continued. If the notification states the employee will be continued, the employee shall become a permanent employee at the end of the probationary period.

**Subd. 5**      **Vacation and Sick Leave.** Vacation and sick leave benefits shall be earned during the probation period, but vacation benefits may not be used until after probationary period is completed. Probationary employees shall not be entitled to leave of absences, except in the case of emergency and permission is granted by the City Council. If employment should be terminated during an employee's probationary period, there shall be no sick leave, vacation or other benefits due the person.

**Sec. 9**      **COMPENSATION.**

**Subd. 1**      **Amount.** Employees of the City shall be compensated according to the City Council. Any wage or salary so established is the total remuneration for employment, but shall not be considered as reimbursement for office travel or other expenses which may be allowed for the conduct of official business. Unless approved by the City Council, no employee shall receive pay from the City in addition to the salary authorized for the position to which he or she has been appointed, unless the additional pay is due to his/her position in the volunteer fire department or volunteer emergency medical technicians.

**Subd. 2**      **Equitable Compensation.** Subject to MN Stat. 179A.25 but notwithstanding any other law to the contrary, the City shall establish equitable compensation relationships as prescribed by MN Stat. 471.991 to 471.999. Compensation of each class of City positions shall be fixed in compliance with the provisions of those statutes.

**Subd. 3**      **Temporary and Seasonal Employees.** Temporary and seasonal employees are not entitled to sick leave, vacation leave, or holidays with pay, unless approved by the City Council.

**Subd. 4**      **Non-Exempt Employee Overtime.** Non-Exempt full-time employees will be compensated at one and one-half their regular rate of pay, for authorized hours

worked in excess of eight hours per day and 40 hours per week. Overtime will be compensated for either in pay or time off. All overtime shall be approved in writing with an explanation of overtime on employee time verification sheets.

Overtime is never at the discretion of the employee; it shall only be incurred at the request of the supervisor.

Executive, administrative and professional employees, as defined by Federal Department of Labor regulations, are exempt from the overtime provisions of the FLSA. Also exempt are employees of seasonal amusement or recreational establishments that do not operate more than seven months per year.

**Subd. 5 Exempt Employee Compensatory Time.** Full-time exempt employees are eligible for compensatory time under the following stipulations. Each employee would keep track of overtime hours worked on a time sheet. Attendance at meetings contained in their job descriptions, i.e., city council, UAB, P & Z, Library board; Recreation Board, HRA, etc. would not count as overtime. Any other time worked as per job description outside of regular working hours would be considered overtime. Time sheets will be handed in bi-weekly to the City Administrator.

The employee will receive comp time at a rate of 1:1. In other words, the employee will receive one hour of comp time for one hour of overtime.

The employee will be required to use the comp time within 120 working days of the day in which it was accrued. The time can be used in one lump sum, or spread out over several days, as long as it is used within the time period. Comp time not used within 120 days after being accrued will be paid at straight time to the employee.

**Subd. 6 Overtime Meals.** Overtime meals, to a limit of \$10.00 for each meal, shall be provided by the employer if employees are required to work beyond the end of or prior to the start of their regular shift, and said time is over a normal meal period. Employee who meet the above criteria and have proper authorization shall have \$10.00 automatically added to their paycheck for each meal they are entitled to reimbursement.

**Subd. 7 Pay Periods/Pay Days/Payroll Deductions.** Employees are paid on a bi-weekly basis, every other Friday. All Employees are required to enroll in direct deposit by October 1, 2019. If the normal payday lands on a holiday, the payroll will be ready on the preceding working day.

By Federal and State Law, the following deductions are taken from your earnings according to tax tables furnished by the government:

1. Federal Income Tax
2. State Income Tax
3. Social Security Tax (FICA)
4. Public Employee Retirement Assn. (PERA)
5. Medicare

Other deductions taken from payroll checks with employee authorization are:

1. Insurance coverage
2. Other approved deductions
3. Deferred Compensation

**Subd. 8 Social Security.** You are in "covered employment" within the meaning of the Federal Social Security Act. A deduction in pay is made from your checks, as required by law. If you are covered under the "Basic" Public Employees Retirement Association

Plan, or the "Police and Fire" Retirement Plan, you are not paying "Social Security" taxes. If you are part of the "Coordinated" PERA plan, you are subject to FICA and Medicare taxes (Social Security). The City pays an equal or greater amount into your social security account number, PERA Basic or coordinated Plan or Police and Fire Plan.

**Subd. 9 Computing Pay, Sick Leave, and Vacation.** Computing pay: Salaried full-time employees, divide annual salary by 2080 to arrive at hourly pay. Hourly pay is then multiplied by number of work hours actually worked. Hourly employees will be based upon their hourly amount.

Sick leave and vacation days for any new employee shall be prorated to their official starting date.

**Subd. 10 Time Reporting**

In order to comply with the provisions of the Federal and State Fair Labor Standards Acts, hours worked and leave time used by all non-exempt employees are recorded daily and reported on a biweekly basis. Time reporting will be on a manual or computerized basis. Each department head is responsible for verifying their employee's hours.

Exempt employees shall complete a time reporting form, on a biweekly basis, indicating all exceptions to the normal workweek (i.e. use of vacation, holidays, sick leave, and other authorized leaves). Exempt employees may also be required to record hours worked each day as permitted under the Fair Labor Standards Act, so long as time is not paid based on the hours recorded and is only used for accounting/billing or public accountability purposes. Exempt employees shall be paid on a salaried basis and therefore, shall not have their pay reduced for disciplinary suspensions of less than one week. This does not limit the authority of management to reduce vacation balances for disciplinary reasons. Nor does this limit management's authority to require use of paid leave prior to approving unpaid leaves of absences. Each time reporting form includes the signature of the employee and immediate supervisor attesting to its accuracy.

When reporting time all hours should be rounded to the nearest ¼ hour.

**Subd. 11 Expenses and Reimbursement.** When an employee incurs personal expenses for the City, the employee shall be reimbursed for that expense with the following limitations:

1. When goods are purchased for the City with the employee's money, the employee shall be reimbursed for the entire expense within one month, provided the expense is authorized.
2. When the City requires travel by the employee the following reimbursement limitations shall apply:
  - A. Reimbursement for miles driven shall be at the current IRS mileage rate.
  - B. Employees and officials shall receive individual meal allowances as follows while attending meetings or traveling over 25 miles:

Breakfast	\$7.00
Lunch	\$8.00
Dinner	\$15.00
  - C. Rooming expense shall be reimbursed at 100% excluding movie and other similar expenses. Receipt for the room is required.
  - D. Parking expenses and road tolls.

- E. Registration expenses at the subject conference or class in which the trip is intended and approved by the City Council or City Administrator.
- F. Plane fare, car rental, taxi fare, and bus fare.
- G. Safe arrival calls.
- H. Other reasonable and related expenses.
- I. Phone calls home to a maximum of \$5.00 per day.

A travel voucher shall be completed and submitted for reimbursement of expense. If it is found that the above reimbursements have been abused, the privileges will be taken away from the employee who is abusing them and may result in disciplinary action being taken.

## **Sec. 10 HEALTH INSURANCE.**

**Subd. 1 Employees.** The City of Mt. Iron will pay the premium for a group hospital and medical insurance plan equal to the Employee Benefit Plan of Duluth as carried by the Employer in 1988, for all permanent full-time employees. Permanent Part-time employees premiums will be paid on a prorated basis based upon the average number of hours worked per week.

**Subd. 2 Dependents.** As an extra benefit, the City will also pay the entire premium for the employee's dependent insurance coverage for the Plan outlined in Subd. 1.

**Subd. 3 Duration.** Any employee terminated voluntarily or involuntarily for reasons other than gross misconduct is entitled to continue coverage for 18 months or until the employee is covered under another group health plan as the result of employment, re-employment, or marriage, or becomes entitled to Medicare benefits. Under the law, employees who would otherwise lose coverage due to a reduction in hours may remain in the health plan. Non-employees can elect to retain group health care coverage for 36 months if a member of their family who has group health insurance dies while employed by the City, a spouse is divorced or separated from a covered employee, a spouse becomes eligible for Medicare, or a dependent child turns 26 and would otherwise lose coverage. A conversion option is required for qualified beneficiaries after the 36-month coverage period. The City may charge individuals and families choosing the continued coverage up to 100 percent of the applicable costs, defined as a reasonable estimate of the cost of providing coverage for a similarly situated beneficiary.

Under Minnesota law (Minn. Stat. 62A.17), within 10 days of termination, the City must notify the employee of the right to continue coverage.

## **Sec. 11 DENTAL INSURANCE.**

All permanent full-time employees shall be covered by a dental plan equal to the Delta Dental Plan as carried by the Employer in 1988, with the Employer paying the entire premium for the single plan and for the family plan. Permanent Part-time employees premiums will be paid on a prorated basis based upon the average number of hours worked per week.

## **Sec. 12 RETIREMENT PLAN.**

Nothing in this Employment Policy shall in any way effect or impair the present pension and retirement plans of the Public Employees Retirement Association Laws.

## **Sec. 13 WORKER'S COMPENSATION.**

All employees are covered under the Worker's Compensation Insurance to the extent of normal legal benefits. It protects you in the event of injury or accident, while at work.



The employee has the responsibility of reporting, immediately, any accident or injury that occurs while working to his/her immediate supervisor.

**Sec. 14**      **WORK HOURS.**

**Subd. 1**      **WorkWeek.** The appropriate Department Manager shall establish work schedules for personnel. The normal work week for full-time employees shall be eight-hours per day in addition to a lunch period and forty (40) hours per week.

For the purposes of scheduling employees of any department, a basic week shall consist of seven consecutive days, commencing at 12:01AM on Monday.

**Subd. 2**      **Lunch Period.** The City Administrator upon the recommendation of the Department Manager shall establish normal lunch period. This may be modified according to the work being done by agreement of the parties involved. Lunch break is unpaid time.

**Subd. 3**      **Break Periods.** Each employee, when working under conditions where a break period is practicable, shall be granted a 15-minute break period in each half of the employee's shift. Each Supervisor shall schedule rest periods so as not to interfere with work requirements. Break Periods may not be accumulated and/or used as time, off unless approved by the Supervisor. Rest periods may be interrupted at the Supervisors discretion.

**Subd. 4**      **Absenteeism and Tardiness.** Prompt attendance on the job is important. Failure to be on the job promptly, not only disturbs the smooth functioning of your job, but also inconveniences other interrelated jobs. We owe it to the public we serve and co-workers to be on time in reporting to work and to maintain a good attendance record. If you are unable to report for work due to illness or other justifiable reason, you must contact your Supervisor one-half (1/2) hour prior to your scheduled start time.

Frequent unexcused absenteeism and/or tardiness cannot be condoned and will necessitate disciplinary action.

**Subd. 5**      **On Call.** Scheduled employees or their designated substitute will be paid \$5.00 per hour for each hour that they are required to carry a pager. Call time will be paid only during hours the employee is not already being paid for. Paid time and call time will not overlap.

**Sec. 15**      **VACATION LEAVES WITH PAY.**

**Subd. 1**      **Amount Allowed.** Each permanent full-time non-management employee in municipal service shall earn vacation leave with pay according to the table below. Management employees shall receive one week of vacation per year in addition to the vacation granted in the table below. Permanent employees who work less than full-time shall earn vacation leave with pay at a prorated amount based upon the average hours worked per day. Adjustments are made each pay period.

Weeks of Vacation		Years of Continuous Service
1	After	1
2	After	2
3	After	5

4	After	10
5	After	15
6	After	20

**Subd. 2 Accrual.** Vacation leave shall not accumulate from one year to another, unless other arrangements are mutually agreed upon by the employee, the City Administrator and employee's supervisor

**Subd. 3. When Taken.** Vacation leave may be used as earned, subject to the approval of the Department Manager or City Administrator of the time that it may be taken. The Department Manager shall determine the time at which vacation leave may be taken. No vacation shall be granted during the first year of service; but upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served.

**Subd. 4 Purpose.** Vacation is granted for the purpose of employee recreation and therefore no employee shall be permitted to waive such vacations for the purpose of receiving double pay.

**Subd. 5 Terminal leave.** Any employee leaving municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation. Any employee who is separated from City Service by lay-off, resignation, death or otherwise, shall be paid for the number of working days of unused vacation leave accumulated to his/her credit.

## **Sec. 16 SICK LEAVE.**

**Subd. 1 Amount.** Every permanent full-time employee is entitled to sick leave with pay earned at the rate of one and one-fourth (1-1/4) working days for each month of service. Permanent employees working less than full-time shall earn sick leave benefits on a pro rata basis. Sick leave may be accumulated to a maximum of 90 days or the prorated amount of 90 days based upon their average workweek.

Employees who have reached the maximum accumulation as outlined above shall receive one (1) additional day of vacation per year.

**Subd. 2 Purposes.** Sick leave may be granted to employees not on personal leave when the employee is unable to perform work duties due to illness, disability, the necessity medical, dental, chiropractic care, childbirth or pregnancy disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties.

Employees may also use sick leave due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. In addition, five (5) days of sick leave per year may be used for illness in the immediate family of the employee, if the employee's attendance is required.

**Subd. 3 Proof.** To be eligible for sick leave with pay, employees shall (1) report as soon as possible to their Supervisor the reasons for this absence; (2) keep their Supervisor informed of their condition and if the absence is for more than 2 days' duration submit a medical certificate for any absence. If a employee has been incapacitated, for the period of absence or a major part thereof, they may be required to prove evidence of again being physically able to perform their duties. Sick leave is a privilege designed for the purpose stated herein. Each

employee shall be held accountable for the reasonable, prudent, and bona fide use of sick leave privileges. Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized.

**Subd. 4      Penalty.** Claiming sick leave when physically fit, except as provided in this section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion, or termination. The employee must notify their Department Manager or Supervisor of the need for leave at the earliest possible moment and preferably before the start of scheduled working hours. Failure to make diligent effort to give such notification may result in payroll deduction of such time taken.

**Subd. 5      Accrual During Leave.** For the purpose of accumulating additional vacation or sick leave, an employee using earned vacation leave or sick leave is considered to be working.

**Subd. 6      Applicability to Leave Benefits.** During the probationary period following an original appointment, an employee is not entitled to sick leave, unless in the case of emergency and approved by the City Council. After the end of the probationary period, an employee is entitled to vacation leave and sick leave accrued from the start of probationary employment. During the probationary period no sick leave will be allowed when the illness is due to or incurred while in the employment of others.

**Subd. 7      Accumulation.** Unused sick leave accumulation shall be limited to 130 days time or the prorated amount in the case of permanent employees working less than full-time. This accumulation time should be used as an insurance policy for major medical problems. When sickness or injury occurs within a period of vacation leave, the scheduled vacation time is counted as vacation; and if the disability continues beyond the scheduled time of vacation, the sick leave pay (any remaining sick leave credit) will begin on the first consecutive scheduled working day after the end of the scheduled vacation.

**Subd. 8      Workmen's Compensation.** If an employee receives a compensable injury and have accrued benefits under either the sick leave or vacation plan, the Council shall pay the difference between the Workmen's Compensation received by the employee at his/her regular rate, the same to be deducted from the accrued vacation or sick leave benefits. It is understood that the additional payments made to the employee over and above that paid by the Workmen's Compensation or accident and health payments shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

## **Sec. 17      PERSONAL BUSINESS DAYS.**

Four (4) personal business days shall be allowed to each employee annually and shall not be deducted from the accumulated sick leave of that employee. Employee must have approval for use five days in advance.

## **Sec. 18      FAMILY & MEDICAL LEAVE.**

The Family Medical Leave Act (FMLA) is intended to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity. It is intended to benefit employees as well as employers by providing up to twelve (12) weeks of unpaid, job-protected leave for the birth of a child, adoption, foster care and certain family and medical reasons.

Eligible employees are those who have been employed by the City of Mountain Iron for at least one year and worked a minimum of 1250 hours within the previous twelve (12) month period.

Eligible employees will be placed on FMLA leave when requesting time away from work for the care for the employee's child (birth or placement for adoption or foster care with the employee); to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes an employee unable to perform his or her job duties. To care for family members injured while on active military duty or to respond to the call-up of a family member in the National Guard or Reserves, as described below.

A serious health condition is defined as any illness, injury, impairment or physical or mental condition that require an inpatient care in a hospital, hospice or residential medical care facility; or prenatal care; or any period of incapacity requiring absence from work, school or other regular activities, of more than three consecutive calendar days, that also involves continuing treatment by, or under the supervision of, a health care provider; or continuing treatment by, or under the supervision of, a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days.

The City will grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 work weeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

The City will grant an eligible employee up to a total of 12 work weeks of unpaid leave during a rolling 12-month period that starts at the time of the FMLA qualifying event, for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency 29 leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces. Qualifying exigencies include: (1) short notice deployment; (2) military events and related activities; (3) child care and related activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; and (7) post-deployment activities.

The length of FMLA leave is not to exceed twelve (12) weeks in any twelve (12) month period, except in cases of Military Caregiver Leave, which may extend to 26 weeks, as described in above. When applicable, FMLA leave shall be taken simultaneously with the Minnesota Parenting Leave, as described in this section. The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of the child.

The leave year will begin the first day the employee is absent from work on FMLA leave.

An employee must give the City at least 30 days advance notice if the leave is foreseeable. If leave is not foreseeable, the employee should give as much notice as is practicable.

Upon their supervisor's request, an employee must provide a medical certification for their own serious health condition or that of a child, spouse, or parent of the employee. A "Certificate of Physician or Practitioner" form can be obtained from the City's HR Technician. It is to be completed by the attending physician or practitioner. Documentation may also be required in the case of leave related to the military service of a family member.

The City shall maintain coverage for the employee under the City's group health plan. These benefits will be maintained under the same conditions, and at the same level of City contribution, as before the employee goes on leave. If there are changes to the City's contribution levels and/or premium rates while the employee is on leave, those changes will take place as if the employee were still on the job. The employee will be required to continue payment of the employee portion of the health care and/or other insurance coverage they choose to continue. During such time as FMLA leave is paid, the City of Mountain Iron will continue to collect the employee's share of the premium through payroll deductions. The employee may choose not to retain health care or other insurance coverage during FMLA leave. When the employee returns from leave, he or she will be reinstated on the same terms as prior to taking leave, without any qualifying period, physical examination, exclusion of preexisting conditions or other requirement.

The employee will be required to reimburse the City for any premiums paid during FMLA leave if the employee does not return to work for a minimum of 30 calendar days, unless the employee cannot return to work due to the continuation of a serious health condition of the child, spouse, parent or employee, or due to other circumstances beyond the control of the employee but related to the FMLA leave.

The employee will not accrue vacation and sick leave while on unpaid FMLA leave. Employees using a combination of paid and unpaid leave, or intermittent unpaid leave, will accrue vacation and sick leave on a pro-rated basis. Employees using paid leave will continue to accrue vacation and sick leave.

FMLA leave may be taken intermittently or on a reduced schedule if medically necessary or in the case of leave related to the military service of a family member. If not medically necessary, the department head and City Administrator's approval is required. The City may require the employee to transfer to an alternative position of like status and pay while on intermittent leave. If leave is taken intermittently, it will not affect the status of an exempt employee under the Fair Labor Standards Act. All requests for intermittent leave will be evaluated on a case-by-case basis.

An employee returning to work from FMLA leave is entitled to the same position he or she held when the leave began, or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment. The employee will be required to submit a fitness for duty or return-to-work report, signed by the treating doctor, prior to returning to work if FMLA leave was for the employee's own serious health condition.

This policy is not intended to conflict with the City's Unpaid Leave of Absence policy. That policy will continue to apply in situations that are not addressed by the FMLA. 19. Governed by Law. This FMLA leave policy is intended to be a general summary of the law. FMLA leave is governed by federal or state regulations. Those regulations shall control if they conflict with this policy.

#### **Sec. 19**      **MILITARY LEAVES.**

Minnesota Statutes Section 192.26 and 192.261 provide that an employee of any municipality who is a member of the National Guard, the Naval Militia, the Officers Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the

military or naval forces of the United States, is entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time such employee is engaged in training or active service not exceeding a total of fifteen (15) days in any calendar year.

In accordance with State Law, the employee shall be granted an unpaid leave of absence when called to active duty. If an employee has not yet used their fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed prior to the unpaid leave of absence.

Eligibility for continuation of insurance coverage will follow the same procedures as for any terminated or laid off employee while the employee is on an unpaid leave of absence for active duty. In addition, the first thirty (30) days of the leave of absence shall be considered work time for the purposes of vacation, sick leave, or annual leave accrual.

Returning reservists have the right to return to their jobs or another job of similar seniority, status, and pay upon completion of active duty in accordance with M.S. 192.261, Subd. 2 and 38 U.S.C. Section 2021 and 2024. Upon reinstatement the employee shall have the same rights with vacation and sick leave accrual, insurance benefits and other benefits he/she would have had if no leave had occurred.

## **Sec. 20 DEATH IN THE FAMILY.**

**Subd. 1 Immediate Family.** A maximum of three days absence without loss of pay shall be allowed an employee in the case of death in the immediate family. Immediate family shall be defined as a brother, sister, children, parents, spouse, grandparents, or grandchildren or a stepbrother, sister, child, parent, grandparents, or grandchildren of either the employee or the employees spouse.

An additional seven days absence shall be allowed an employee in the case of death in the immediate family. These additional seven days or any portion thereof shall be deducted from the employee's sick leave accumulation.

**Subd. 2 Pallbearer.** Employee shall receive a maximum of four hours leave without loss of pay if he or she is serving as a pallbearer at any funeral.

## **Sec. 21 LEAVES WITHOUT PAY.**

**Subd. 1 Granting Leaves.** The City Council may approve the absence of an employee, without pay, not to exceed two weeks. Any leave of more than two weeks whether without pay shall be approved by the City Council in advance. The City Council may extend such leaves to a maximum period of six months in case the employee is disabled or where extraordinary circumstances, in their judgement, warrant such extension. Where appropriate, in such cases, the City Council will grant an official leave of absence in order to preserve the employee's status as a public employee for benefit rights under P.E.R.A. An employee on leave of absence without pay shall not accrue vacation and sick leave benefits during the leave.

**Subd. 2 Health Insurance.** The employee shall pay the cost of medical insurance while on leave of absence without pay.

## **Sec. 22 RECORDS.**

**Subd. 1 Departments.** The City Administrator or their designee shall maintain running records of vacation time, overtime, and sick leave, as well as all leave taken.

**Subd. 2 Personnel Files.** The Personnel Department maintains a record concerning your employment. Personnel files are property of the City; however, you have the

right to review your files. The conditions under which you may review your file will be in accordance with State Laws.

It is necessary that we keep our employee records current. You should notify the City Administrator's Office if the following happens:

1. Change in your address and/or telephone number.
2. Change in marital status.
3. Court ordered payroll deducted child support.
4. Birth, adoption or death of any dependent.
5. Legal change in your name.
6. Citizenship status.

**Subd. 3 Confidential Files.** The City of Mountain Iron may maintain a confidential record concerning your employment. Confidential files are property of the City, and defined as not public by statute or federal law and are inaccessible to the individual subject of that data.

**Sec. 23 JURY OR WITNESS DUTY.**

When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his regular pay and the amount received as a juror or witness.

An employee called for such public duties shall notify the employee's supervisor as far in advance as possible of the nature and place of such duties. If the employee's presence is not required during the whole day, the employee shall report for work before and after such duties.

**Sec. 24 SCHOOL CONFERENCE AND ACTIVITIES LEAVE.**

Employees who have worked for 12 consecutive months preceding the request and for an average of 20 or more hours per week during that period, may take unpaid leave to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. This amount may not exceed 16 hours during any school year.

**Sec. 25 HOLIDAYS.**

All permanent full-time and employees shall receive the following paid holidays per year:

New Year's Day  
Martin Luther King Jr. Day - 3rd Monday in January  
President's Day - 3rd Monday in February  
Good Friday  
Memorial Day - Last Monday in May  
Independence Day - July 4th  
Labor Day - 1st Monday in September  
Veterans Day - November 11th  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day - December 25th

Employees shall be granted one-half day off the day before Christmas and one-half day off the day before New Year's without any loss of pay.

All employees in permanent full-time positions are entitled to time off with full pay on holidays. The City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of duties or other conditions require. An employee required to work on a holiday shall be compensated for those hours worked at time and one-half (1 1/2) rates, plus the regular eight hours of straight time rate.

When a designated holiday falls on a Sunday, the following Monday is a paid holiday, if any such day falls on a Saturday, the preceding Friday is a holiday. Each holiday commences at the beginning of the first shift of the day that the holiday occurs and continues for 24 hours thereafter. Eligible employees shall receive pay for official holidays at their normal rate of pay if they are at work or on leave with pay during the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday.

## **Sec. 26**      **TRANSFERS.**

**Subd. 1**      **Carry-Over.** Whenever a permanent full-time employee transfers from one City department to another, the employee shall carry to the new department any accumulated sick leave and vacation leave, as well as seniority status as a City employee for the purpose of earning vacation and sick leave based on seniority or longevity. Salary of a transferring employee shall be considered and set by the City Council at the time of the transfer.

**Subd. 2**      **Probation.** When an employee transfers from one City department to another, such transfer shall not be regarded as permanent until a thirty-day probation period has passed. The employee, however, may use earned sick leave, vacation and other benefits during this thirty-day period. During period, if the work and adjustment of the transferred employee is not regarded as satisfactory, the employee may be removed from the position to which he/she transferred.

A permanent employee terminated during the probationary period from the position to which he or she was transferred or promoted and not terminated from the City service as provided in these rules may exert his/her seniority preference over a junior employee in their previous classification of work.

## **Sec. 27**      **RESIGNATION.**

Any employee wishing to leave the municipal service in good standing shall file with his or her Supervisor, at least 14 days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. Unauthorized absences from work for a period of three days may be considered by the Department Manager as a resignation without such benefits.

All Management Employees will give a 30-day notice in writing before resigning their position with the City.

## **Sec. 28**      **SEVERANCE PAY.**

All permanent full-time employees, who retire after ten (10) years of service, shall received the following amounts of their accumulated unused sick leave as severance pay.

With 10 or more years of service - 30% of unused sick leave

With 20 or more years of service - 40% of unused sick leave



With 30 or more years of service - 50% of unused sick leave

**Sec. 29**      **GRIEVANCE POLICY.**

It is the policy of the City insofar as possible to prevent the occurrence of grievances and to deal promptly with those that occur. When any grievance come to the attention of a supervisory employee, the supervisor shall discuss all relevant circumstances with the employee and his or her representative if the employee so desires, consider and examine the causes of the grievance, and attempt to solve it to the extent of the supervisors authority. If the grievance is not dealt with satisfactory at that level, the grievance may carried to the next higher administrative level including the City Administrator, the personnel committee and/or City Council. If the grievance relates to sexual harassment this procedure shall not apply. The grievance procedure set out in the sexual harassment section, Section 36, shall take precedence.

**Sec. 30**      **LAYOFFS.**

After at least thirty-days notice to the employee, the City Council may lay off any employee whenever such action is necessary because of shortage of work, or change in organization. No permanent or probationary employee shall be laid off while there is a temporary employee serving in the same class of position for which the permanent or probationary employee is qualified, eligible, and available. In the event of layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be rehired according to seniority in the inverse order of layoffs.

**Sec. 31**      **DISCIPLINE.**

**Subd. 1**      **In General.** City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of work rules adopted by the City Council and/or the City Administrator. It is the policy of the City to administer disciplinary measures without discrimination. Every disciplinary action shall be for just cause and the employee may demand a hearing or use the grievance procedure with respect to any disciplinary action that he or she believes is unjust or disproportionate to the offense committed. The supervisor or Department Manager shall investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

**Subd. 2**      **Disciplinary Action Steps.** Except for severe infractions, disciplinary action against any employee shall be progressive and follow the steps listed below in numerical order.

1.      Oral Reprimand.
2.      Written Reprimand. A written reprimand shall state that the employee is being warned for misconduct; describe the misconduct; describe past actions taken by the supervisor to correct the problem; urge prompt correction or improvement by the employee; include timetables and goals for improvement when appropriate; and outline future penalties should the problem continue. The employee shall be given a copy of the reprimand and sign the original acknowledging that he or she has received the reprimand. The signature of the employee does not mean that the employee agrees with the reprimand. The reprimand shall be placed in the City's file on the employee but shall be removed from the file after two years from the date of issuance if there has been no subsequent reprimand and no other disciplinary action has been instituted.

3. **Suspension Without Pay.** Prior to the suspension or as soon thereafter as possible, the employee shall be notified in writing of the reasons for the suspension; its length; describe the misconduct; describe past action taken by the supervisor to correct the problem; urge prompt correction or improvement by the employee upon reinstatement; include timetables and goals for improvement, when appropriate; and outline future penalties should the problem continue after reinstatement.

An employee may be suspended pending investigation of the allegation. A copy of each written statement shall be placed in the employees personnel file, but if the suspension is for investigation and the allegation proves false, the statement shall be removed and the employee shall receive any compensation to which he or she would have been entitled had the suspension not taken place.

4. **Dismissal.** The City Council may dismiss any employee, but if the employee has completed a probationary period, a dismissal shall be made only for just cause. A dismissed employee will be notified by the previous posting of a summary of MN Stat. 181.931 to 181.935 or by furnishing the terminated employee a copy of those statutes at termination to inform the employee of his or her right to make a written request to the City's reasons for termination. If requested, the City will provide reasons, in writing, within five working days. This notice will, along with reasons, contain a statement indicating that the employee may respond to the charges both orally and in writing and may appear personally before the official having the authority to make or recommend the final decision. The notice will also contain a statement that the employee is entitled to a hearing on request under Subdivision 5 of this section. If such a hearing is held, the dismissal shall not become effective until after the hearing.

**Subd. 3 Work Rules.** The image of our City is conveyed to the public through the actions of our employees. What you do, how you act and what you say creates the City image. The following are inappropriate behavior that will be sufficient cause for disciplinary action and/or dismissal. This list is not intended to be all-inclusive:

1. Incompetency or inefficiency in the performance of duties.
2. Physical or mental incompetency.
3. Conviction of a felony or gross misdemeanor or conviction of a misdemeanor of an ordinance involving moral turpitude.
4. Willful misconduct or insubordination.
5. Carelessness and negligence in the handling or control of municipal property.
6. Discourteous, insulting, abuse, or inflammatory conduct toward the public or fellow employees.
7. Proven dishonesty in the performance of duties.
8. Failure to pay or make arrangements for the future payment of just debt when such failure causes annoyance to City officers and brings discredit on City departments.
9. Conduct that brings discredit upon City services.
10. Theft of any kind.
11. Infraction of the Code of Ethics.
12. Sexual, racial or ethnic harassment.
13. Absences from duty without just cause.
14. Excessive tardiness and or absences.
15. Reporting to work under the influence of alcohol or controlled substances.

16. Possession of controlled substance and/or alcohol on City property.
17. Unauthorized use of a weapon.
18. Violating safety rules as established by federal, state or local laws and policies.
19. Not reporting a work-related injury and completing a "First Report of Injury" form within 24 hours after injury occurred. (unless hospitalization occurs)
20. Failure of a supervisor to take the appropriate actions when notified of a complaint. (i.e. sexual harassment)
21. Things done outside the job that have an adverse effect on job performance or place a hardship on the City.
22. Performing or behaving in negligent manner that places the City at risk.
23. Releasing information that is protected under the Government Data Practices Act.
24. Not following the procedure and guidelines established in the City's drug testing policy.

**Subd. 4 Hearing.** In any case of suspension, dismissal, or demotion, the employee shall be granted a hearing upon written request for such a hearing made to the City Council and/or City Administrator within five working days of notification of the action taken. The hearing shall be before the City Council unless the disciplinary action was taken by that body and the employee requests that the hearing be conducted by some other agency or City official designated by the City Council, in which case the hearing shall be conducted by the agency or officer so designated. The hearing shall be held within 10 working days from the date the request is filed unless the City and employee agree on a later date.

If after the hearing, the hearing body finds that the charges are sustained the dismissal, suspension, or demotion shall be final in the absence of court action. If the hearing officer or body find that the charges are not sustained, the employee, if he or she has been suspended pending investigation, shall be reinstated and paid all back pay due for the period of suspension. If there has been no suspension, the employee shall be continued in position as though the disciplinary action had not been taken. Findings of the hearing officer or body shall be in writing and filed with the City Administrator within three days after completion of the hearing. The hearing officer or body shall give written notice to the decision to the employee and to the disciplinary authority, unless the hearing officer or body was such authority. If the disciplinary action involves the removal of a veteran, the hearing shall be held in accordance with MN Stat. 197.46.

## **Sec. 32 UNLAWFUL ACTS.**

**Subd. 1 Falsification of Records.** No person shall knowingly make any false statement, certification, mark, rating, or report in regard to any test, certification, or appointment held or made under the City personnel system, or in any other manner commit or attempt to commit any fraud preventing the impartial execution of the provisions of this policy.

**Subd. 2 Rendering of Consideration.** No person seeking employment to or promotion with in municipal service shall either directly or indirectly give, render, or pay any money, service, of other valuable consideration to any person, or on account of or in the connection with the test, appointment, or promotion, or proposed appointment or promotion.

**Subd. 3 Discrimination.** No person shall be employed, promoted, demoted, or discharged from the City or in any way favored or discriminated against because of political opinions or affiliations, race, color, national origin, religion, sex, marital status, with regard to public assistance or disability, or because of the exercise of rights under provisions of the Public

Employment Labor Relations Act, MN Stat. 179A.01 to 179A.25. No person shall be discriminated against with reference to City employment in any way forbidden by Federal or state law.

**Sec. 33**      **AFFIRMATIVE ACTION STATEMENT.**

This is to affirm it is the policy of the City of Mountain Iron, St. Louis County, Minnesota (City) to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

City will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex disability, age, marital status, or status with regard to public assistance.

City will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

City will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of contracts and subcontracts for construction projects in which City engages.

City will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

City will support incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

City will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of City who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any contractor or subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363 will be subject to appropriate legal sanctions.

City has appointed its City Administrator to manage the Equal Employment Opportunity Program. His responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Mayor and City Council will receive and review reports of the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact City Administrator, City of Mountain Iron, P O Box 505, Mountain Iron MN 55768, or call 218-735-8267.

**Sec. 34**      **EQUAL OPPORTUNITY.**

The City of Mountain Iron is an Equal Opportunity Employer. It is the policy of the City of Mountain Iron to provide equal opportunity for employment to all persons. This policy expressly prohibits discrimination because of race, creed, color, religion, national origin,

sex, sexual orientation, and marital status, familial status, status with regards to public assistance, disability, or age except where there is a bona fide occupational qualification.

This policy applies to all phases of employment including, but not limited to: recruitment, hiring, placement, promotion, demotion, transfer, layoff, recall, discharge, rates of pay or other forms of compensation, and selection for training. This policy also applies to the use of all facilities and participation in all City-sponsored employee activities.

It is the responsibility of management and supervisory staff to ensure implementation of this policy. An employee who fails to perform in a manner consistent with the policy will be disciplined. The City Administrator and City Council are responsible for overseeing administration of this policy.

### **Sec. 35**      **SAFETY.**

**Subd. 1**      **Purpose.** The City shall at all times provide the safest working conditions possible. It will be the duty of the Safety Committee to establish regulations and instruct workers in accident prevention. All municipal employees shall strictly adhere to all safety regulations. Suggestions on safety will be welcomed from all employees.

**Subd. 2**      **Safety Program.** Whenever an injury or safety violation occurs, the procedure outline in the City's AWAIR safety program is to be followed.

### **Sec. 36**      **EXPOSURE TO HAZARDOUS SUBSTANCES.**

Any employee routinely exposed to hazardous substances or harmful physical agents as defined in the Minnesota Employee Right to Know Act of 1983 (Laws 1983, Ch. 316, MN Stat. 182.65-182.675) shall be trained before being assigned or reassigned work exposing the employee to such substances or agents and shall be given training annually thereafter. Training shall include an explanation of how and where information about hazards is stored in the workplace, how hazards are labeled, and where to obtain specific information. The City Administrator shall provide for such training and for compliance with the "Minnesota Employee Right to Know Act of 1983," including the establishment of specific policies to ensure compliance with the state law and regulations. An employee acting in good faith has the right to refuse to work under conditions that the employee reasonable believes present an imminent danger of death or serious physical harm.

### **Sec. 37**      **SEXUAL HARASSMENT.**

**Subd. 1**      **General.** The City is committed to providing a work environment free of harassment and discrimination. In keeping with this commitment the City maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the City's strong disapproval of sexual harassment, to advise employees of their behavioral obligations and to inform them of their rights.

**Subd. 2**      **Definition.** To provide the employees with a better understanding of what constitutes sexual harassment, the following definition, based on MN Stat., is provided:

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature, when:

1. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment; and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit poster or pinups; repeated and unwelcome requests for dates and sexual favors; sexual gestures or any indication, expressed or implies, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as means of creating stress.

**Subd. 3 Expectations.** The City recognizes the need to educate its employees on the subject of sexual harassment and stands committed to provide information and training. All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free of unwanted harassment. Violations in this policy may result in discipline, including possible discharge. Each situation will be viewed on a case by case basis depending on the severity and the circumstance involved.

In order for a sexual harassment issue to be addressed, it must be brought to the attention of management. In order for action to be taken, information must be forwarded to the appropriate level of management. An employee who believes he or she has been harassed by a co-worker, supervisor, or agent of the City should promptly report the facts of the incident or incidents and the name of the individuals involved to his or her supervisor, or in the alternative, to the City Administrator, City Attorney, Mayor, or a City Council member. Supervisors should immediately report any incidents of sexual harassment to the City Administrator, or if not possible, to the Mayor, or a City Council member. The City Administrator (or Mayor or City Council member) will investigate such claims and take appropriate action.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also urged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation;
2. Document the occurrences of harassment;
3. Submit the documented complaints to your supervisor, the City Administrator, Mayor, or City Council member. The City urges the employee to put the complaint in writing;
4. Document any further harassment or reprisals that occur after the complaint is made.

Employees have the right to raise the issue of sexual harassment and to file complaints with respect to such harassment without reprisal. The City recognizes that there are inherent difficulties in developing evidence and maintaining close working relationships among

employees in instances where harassment has occurred. Because of this, the City urges that conduct which is view as offensive, be reported immediately to allow for corrective action to be taken through education and corrective counseling, if appropriate.

Management has the obligation to provide an environment free of sexual harassment. The City is obligated to prevent and correct unlawful harassment in a manner that does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

The City will, in all cases, take action to correct any reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

### **Sec. 38**      **SUPPLEMENTAL EMPLOYMENT.**

**Subd. 1      Work Time.** Employees must devote all work time to City business. The City shall be viewed as an employee's primary employer. No work relating to supplemental or outside employment may be performed during work time. Employees may accept supplemental employment while a City employee only if they inform the City Administrator of the supplemental employment. It is not the intention of the City to deny any supplemental employment; the intention is as follows:

1.      To promote on the job safety
2.      To reveal any conflicts on interest
3.      To limit the City's exposure to liability
4.      To assist with workers' compensation claims
5.      To assist in callout procedures during emergencies
6.      To assure that supplemental employment will not interfere with the performance of the job.

**Subd. 2      Workmen's Compensation.** There shall be no workmen's compensation payments to any individual injured during supplemental employment.

### **Sec. 39**      **CHAIN OF COMMAND.**

The Chain of command for the City of Mountain Iron is as follows: 1) City Council, 2) City Administrator, 3) Director of Public Works, 4) Library Director.

### **Sec. 40**      **OTHER AGREEMENTS.**

Any agreements reached with the collective bargaining unit or management or any other employees shall take precedent over this policy. The provisions of this policy shall cover items not covered by those agreements.

### **Sec. 41**      **IMMIGRATION LAW COMPLIANCE**

The City of Mountain Iron is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the CIL within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Executive Director. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### **Sec. 42**      **WORKPLACE BREASTFEEDING**

This workplace breastfeeding policy supports employees in providing their child with the healthiest food nature has to offer, their own mother's breast milk. Employer allows creative use of normal breaks and earned time/leave for nursing and pumping. Examples of creative use include: taking shorter meal breaks, using break times, coming in to work earlier or leaving work later, etc. A clean, private space (not a toilet stall or restroom) will be available for pumping/nursing that includes: a. accessible electrical outlets for an electric breast pump, comfortable chair, small table and enough space available to be adequate for the number of breastfeeding employees. A clean water source for washing hands and rinsing out any breast pump equipment is available close to the private space. A place for storing breast milk: a refrigerator or employee can bring in a small cooler or thermos.

#### **Sec. 43**      **DRUG-FREE WORKPLACE**

The City of Mountain Iron certifies that it will continue to provide a drug-free workplace.

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City of Mountain Iron's workplace and specifying the actions that will be taken against employees for violation of such prohibition

Establishing an ongoing drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The City of Mountain Iron's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by the paragraph above;

Notifying the employee in the statement required in the paragraph above that, as a condition of employment under the grant, the employee will Abide by the terms of the statement, and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Notifying the agency in writing, within ten calendar days after receiving notice



from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

**COUNCIL LETTER 050619-IVI2**

**PERSONNEL COMMITTEE**

**JOB DESCRIPTIONS**

**DATE:** May 2, 2019

**FROM:** Personnel Committee

Craig J. Wainio  
City Administrator

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Enclosed are three updated Job Descriptions for the Fire Department. The Personnel Committee and the Public Health and Safety Board have reviewed and are recommending that the City Council approve the descriptions for the Safety Officer, Training Officer and Firefighter.

# **Mountain Iron FIRE DEPARTMENT**

## **POSITION**

## **DESCRIPTION**

**Class Title:  
Captain - Safety Officer**



## **FIRE DEPARTMENT POSITION DESCRIPTION**

Class Title: Captain - Safety Officer

Department: Fire

Location: Mountain Iron

Date: 04/30/2019

Source Reference:

-League of MN Cities Position Analysis

-National Fire Protection Association (NFPA) Codes and Standards

### **GENERAL PURPOSE**

Oversees and monitors fire safety during fire suppression, hazardous materials, fire prevention, and training activities.

### **SUPERVISION RECEIVED**

Works under the General Supervision of the Fire Chief.

### **SUPERVISION EXERCISED**

Oversees chief, assistant chief, captains, and firefighters regarding personal safety.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Plans, coordinates, and evaluates Fire operations regarding safety.

Recommends training of personnel and administers safety policies and regulations affecting department.

Evaluates fire prevention and fire control policies by keeping abreast of new methods and conducting studies of department operations.

Plans and implements methods for improving safety of the department by bringing forth outlines, ideas and methods to official officers' meetings with a quorum of officers present.

Responds to fire calls and oversees firefighting safety activities.

Assumes Safety Officer position at a fire scene and performs firefighting duties as required by the Incident Commander.

Inspects firefighter personal protective equipment regularly to assure compliance to NFPA 1851 and 1971.

Provides guidance and training to other firefighters regarding safe operations. Training shall be done in coordination with the Training Officer.

## **PERIPHERAL DUTIES**

Performs all duties outlined in the Firefighter Position Description.

Attends conferences and meetings to keep abreast of current trends in the field.

Effective and respectful communications and interactions with other employees, supervisor's individuals from other organization and citizen customers.

Prepares a variety of reports and safety records as required.

Presents programs to the community on safety and fire prevention topics.

## **DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

- (A) Graduation from high school or GED equivalent
- (B) Five (5) years prior work experience as a firefighter
- (C) Preferred two (2) years experience as an officer
- (D) Firefighter I & II, Leadership I, and safety officer course

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of modern fire suppression and prevention and considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- (B) Skill in the operation of listed tools and equipment.
- (C) Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to exercise sound judgment in evaluating situations and in making decisions; ability to effectively give and receive verbal and written instructions; ability to establish and maintain effective working relationships with other employees, supervisors and the public; and ability to meet the special requirements listed below.

## **SPECIAL REQUIREMENTS**

- (A) Must be eighteen (18) years of age or older at time of hire;
- (B) Must possess, or be able to obtain by time of hire, a valid State Driver's

License with certification of Emergency Vehicle Operations Course (EVOC) or equivalent driving course without record of suspension or revocation in any state;

(C) No felony convictions or disqualifying criminal histories within the past seven years;

(D) Ability to read and write the English language; and

(E) Ability to meet Departmental physical standards.

(F) Officers Probationary Period -

A minimum probationary period of one year shall be served by all newly promoted officers. Upon completion of one year in an officer's roll, the new officer will be subject to a review by all department officers. Officers will vote to recommend permanent appointment of the position to the personnel committee. At any time, an officer may step down and assume any lower position within the department without repercussion.

## **TOOLS AND EQUIPMENT USED**

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## **SELECTION GUIDELINES**

Formal application; review of education and experience; appropriate testing and interviews.

NOTE: Appointees will be subject to completion of a standard probationary period of 1 year.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_  
Supervisor  
Effective Date: 04/30/2019

Approval: \_\_\_\_\_  
Appointing Authority:  
Revision History: 04/30/2019

# **Mountain Iron FIRE DEPARTMENT**

## **POSITION**

## **DESCRIPTION**

**Class Title:  
Captain - Training Officer**





## **FIRE DEPARTMENT POSITION DESCRIPTION**

Class Title: Captain - Training Officer  
Department: Fire  
Location: Mountain Iron  
Date: 04/30/2019  
Source Reference:  
-League of MN Cities Position Analysis

### **GENERAL PURPOSE**

Oversees and monitors fire safety during fire suppression, hazardous materials, fire prevention, and training activities.

### **SUPERVISION RECEIVED**

Works under the General Supervision of the Fire Chief.

### **SUPERVISION EXERCISED**

None.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Plans, coordinates, and evaluates department training activities.

Recommends training of personnel and administers policies and regulations affecting department training.

Evaluates fire prevention and fire control policies by keeping abreast of new methods and conducting studies of department operations.

Plans and implements methods for improving training of the department by bringing forth outlines, ideas and methods to official officers' meetings with a quorum of officers present.

Responds to fire calls and oversees firefighting activities for potential training ideas.

Provides guidance and training to other firefighters regarding safe operations. Training shall be done in coordination with the Safety Officer.

## **PERIPHERAL DUTIES**

Performs all duties outlined in the Firefighter Position Description.

Attends conferences and meetings to keep abreast of current trends in the field.

Effective and respectful communications and interactions with other employees, supervisor's individuals from other organization and citizen customers.

Prepares a variety of reports and training records as required.

Presents programs to the community on safety and fire prevention topics.

## **DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

- (A) Graduation from high school or GED equivalent.
- (B) Five (5) years prior work experience as a firefighter
- (C) Preferred two (2) years experience as an officer
- (D) Firefighter I & II, Leadership I, and training officer course

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of modern fire suppression and prevention and considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations;
- (B) Skill in the operation of listed tools and equipment.
- (C) Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to exercise sound judgment in evaluating situations and in making decisions; ability to effectively give and receive verbal and written instructions; ability to establish and maintain effective working relationships with other employees, supervisors and the public; and ability to meet the special requirements listed below.

## **SPECIAL REQUIREMENTS**

- (A) Must be eighteen (18) years of age or older at time of hire;
- (B) Must possess, or be able to obtain by time of hire, a valid State Driver's License with certification of Emergency Vehicle Operations Course (EVOC) or equivalent driving course without record of suspension or revocation in any state;
- (C) No felony convictions or disqualifying criminal histories within the past seven years;

- (D) Ability to read and write the English language; and
- (E) Ability to meet Departmental physical standards.
- (F) This position may be split with duties delegated to two officers. Splitting of duties will be at the discretion of the Fire Chief in either of the following formats; an equal split of duties with a 50/50 pay split or a mentor/mentee relationship with a 75/25 pay split.
- (G) Officers Probationary Period -  
A minimum probationary period of one year shall be served by all newly promoted officers. Upon completion of one year in an officer's roll, the new officer will be subject to a review by all department officers. Officers will vote to recommend permanent appointment of the position to the personnel committee. At any time, an officer may step down and assume any lower position within the department without repercussion.

## **TOOLS AND EQUIPMENT USED**

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## **SELECTION GUIDELINES**

Formal application; review of education and experience; appropriate testing and interviews.

NOTE: Appointees will be subject to completion of a standard probationary period of 1 year.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: \_\_\_\_\_  
Supervisor  
Effective Date: 04/30/2019

Approval: \_\_\_\_\_  
Appointing Authority:  
Revision History: 04/30/2019

# **Mountain Iron FIRE DEPARTMENT**

## **POSITION**

## **DESCRIPTION**

**Class Title:  
Firefighter**



## **POSITION DESCRIPTION**

Class Title: Firefighter

Department: Fire

Location: Mountain Iron

Date: 04/12/2019

Source Reference: League of MN Cities Position Analysis

### **GENERAL PURPOSE**

Protects life and property by performing fire fighting, emergency aid, hazardous materials, and fire prevention duties. Maintains fire equipment, apparatus, and facilities. The firefighters are hired through the established hiring process and recommended to the City Council. These are paid on call positions. Firefighters have the responsibility for the protection of life and property from the hazards of fire or other hazardous environments.

### **SUPERVISION RECEIVED:**

Works under the close supervision of a Fire Captain. May be assigned to report to a senior firefighter.

### **SUPERVISION EXERCISED**

None.

### **ESSENTIAL EMERGENCY RESPONSE DUTIES AND RESPONSIBILITIES**

Performs firefighting activities including, laying hose, and performing fire combat, containment and extinguishment tasks.

Operates fire apparatus in both emergent and non-emergent situations. Operates engine at a scene running the pump and other related task pertaining to apparatus.

Performs emergency aid activities including administering first aid and providing other assistance as required.

Performs salvage operations such as throwing salvage covers, sweeping water, and removing debris.

Responds to fire alarms and extinguishes or controls fires as a member of a team under the supervision of an officer.

Selects, drags, lifts and carries hose and nozzle depending on the type of fire, and correctly applies a stream of water or chemicals onto the fire.

Positions and climbs ladders to gain access to upper levels of buildings or assist individuals from burning structure.

Creates openings in buildings for ventilation or entrance using appropriate and available manual and power tools.

Protects property from smoke and water damage using positive pressure ventilation, salvage covers, smoke ejectors, and deodorants.

Wears appropriate protective clothing and equipment, including self-contained breathing apparatus.

Able to communicate with two-way communications systems.

Performs other duties as apparent or as delegated.

**PERIPHERAL STAFF DUTIES At direction of an officer;**

Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.

Attends regular and assigned training sessions to maintain and upgrade firefighting skills.

Effective and respectful communications and interactions with other employees, supervisor's individuals from other organization and citizen customers.

Participates in the inspection of buildings, hydrants, and other structures in fire prevention programs.

Maintains fire equipment, apparatus and facilities.

Performs minor repairs to departmental equipment.

Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.

Presents programs to the community on safety and fire prevention topics if trained.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience:**

- (A) Graduation from high school or GED equivalent with no specialized training.
- (B) No specific work experience level required.
- (C) Completion of Firefighter I & II Certification.

**Necessary Knowledge, Skills and Abilities:**

- (A) Working knowledge of driver safety; working knowledge of first aid;
- (B) Ability to successfully learn the operation of the listed tools and equipment; Ability to learn to apply standard firefighting, emergency aid, hazardous materials, and fire prevention techniques; Ability to perform strenuous or peak

physical effort during emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke; Ability to act effectively in emergency and stressful situations; Ability to follow verbal and written instructions; Ability to communicate effectively orally and in writing; Ability to establish effective working relationships with employees, other agencies, and the general public; Ability to meet the special requirements listed below.

### **SPECIAL REQUIREMENTS**

- (A) Must be eighteen (18) years of age or older at time of hire; and response time described by City Council.
- (B) Must possess, or be able to obtain by time of hire, a valid State Driver's License with certification of Emergency Vehicle Operations Course (EVOC) or equivalent driving course without record of suspension or revocation in any state;
- (C) No felony convictions or disqualifying criminal histories within the past seven years;
- (D) Ability to read and write the English language; and
- (E) Ability to meet Departmental physical standards.
- (F) Probationary Period -  
A minimum probationary period of one year shall be served by all applicants, which may be extended by the Fire Service Area for twelve (12) months or the duration of time to complete the Firefighter I & II Certification. During the probationary period, a probationary member can be terminated for any reason deemed in the Fire Service Area's best interest. There shall be no grievance procedure.

### **TOOLS AND EQUIPMENT USED**

Fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.



## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicle and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## **SELECTION GUIDELINES**

Formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; drug screening; final selection and pre-employment medical examination.

The examples of duties are intended only as illustrations of the various types of work performed.

The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

**Approval:** \_\_\_\_\_  
**Supervisor**  
**Effective Date:** 4/12/2019

**Approval:** \_\_\_\_\_  
**Appointing Authority**  
**Revision History:** 4/12/2019

**COUNCIL LETTER 050619-IVJ1**

**FIRE DEPARTMENT**

**COMMUNICATION PLAN**

**DATE:** May 2, 2019

**FROM:** Chief Knapper

Craig J. Wainio  
City Administrator

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At the recommendation of the Fire Marshal, we are working with Virginia on a *Joint Community Communications Plan for Improvement of Emergency Services*. This plan incorporates best practices for establishing lines of communication and sharing of information between communities who are exploring joint fire districts.

**COUNCIL LETTER 050619-VIA**

**ADMINISTRATION**

**RESOLUNTION 04-19**

**DATE:** May 2, 2019

**FROM:** Craig J. Wainio  
City Administrator

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Resolution Number 04-19 authorizes an application to the IRRRB's Laurentian Visioning Partnership program. Mountain Iron is partnering with Virginia for the development of a utility scale solar farm. The grant is needed to evaluate sites and perform preliminary engineering for such a development. The grant is for \$50,000 and the project would be the match. It is recommended that the City Council adopt Resolution Number 04-19 as presented.



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

## RESOLUTION NUMBER 04-19

### **AUTHORIZING THE CITY OF MOUNTAIN IRON TO MAKE APPLICATION TO AND ACCEPT FUNDS FROM THE LAURENTIAN VISION PARTNERSHIP MINESCAPES (LVP) GRANT PROGRAM**

**WHEREAS**, the Mountain Iron City Council approves of the attached application for the Northern Sun Solar Project Phase 1 project; and,

**WHEREAS**, the Mountain Iron City Council agrees to accept funding for the underlying project if approved by the IRRRB.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA**, that it does hereby adopt this Resolution.

**DULY ADOPTED BY THE CITY COUNCIL THIS 6<sup>th</sup> DAY OF MAY, 2019.**

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Mayor Gary Skalko

ATTEST:

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City Administrator

**COUNCIL LETTER 050619-VIB**

**ADMINISTRATION**

**JOINT COMMITTEE**

**DATE:** May 2, 2019

**FROM:** Craig J. Wainio  
City Administrator

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Per the recent joint meeting discussing the next steps concerning the Shared Service Study the following is being presented for consideration of a committee to work with Virginia:

Councilor \_\_\_\_\_  
City Administrator Wainio  
Fire Chief Knapper  
Assistant Chief Madden

The City Council should formally designate its members so there is no confusion on who is representing Mountain Iron in this process.



# Saint Louis County

Environmental Services Department • 307 First St. So., Suite 115 • Virginia, MN 55792  
Phone: (218) 749-9703 or 1-800-450-9278 • Fax: (218) 749-0650 • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

**Mark St. Lawrence**  
Director

Date: April 26, 2019

To: St. Louis County Area Businesses

From: Chip Lewis, Hazardous Waste/Industrial Waste Specialist

Re: Hazardous Waste disposal information for Very Small Quantity Generator (VSQG) businesses for newsletters.

## 2019 Area B-CLEAN Business Hazardous Waste Collection Dates:

### Ely:

June 5, 2019  
11:00 a.m. – 3:00 p.m.  
Northwoods Transfer Station  
9384 Highway 21 North  
Ely, MN 55731

### Hibbing:

July 17, 2019  
10:00 a.m. – 3:00 p.m.  
Hibbing Transfer Station  
HHW Building  
3994 Landfill Road  
Hibbing, MN 55746

### Virginia:

August 14, 2019  
9:00 a.m. – 3:00 p.m.  
Regional Landfill  
HHW Building  
5341 Regional Landfill Road  
Virginia, MN 55792

The St. Louis County Environmental Services Department provides hazardous waste disposal opportunities on the Range for Very Small Quantity Generator (VSQG) businesses. VSQG generators are businesses, schools, non-profits and commercial farms which monthly generate less than 220 pounds of hazardous waste materials. If you fall into this classification you are encouraged to take advantage of these waste management opportunities.

This program benefits your business in the following ways:

- ☐ There is free disposal of latex paint (Architectural).
- ☐ There is free disposal of a maximum of 300 pounds of pesticides.
- ☐ A hazardous waste disposal drop-off can weigh up to 2,600 pounds.
- ☐ You can properly dispose of many wastes including paint and solvents, pesticides, wood preservatives, inks, photographic chemicals, mercury-bearing wastes, dry cleaning chemicals, acids and bases, aerosol products, glues and adhesives, waste fuels and other hazardous waste products. (Explosives, gas cylinders, medical wastes, asbestos, motor oil or oil filters are not accepted as part of this program.)
- ☐ Your cost for this program is a \$15.00 administrative fee plus disposal charges. Disposal charges will vary based on the type and quantity of your waste.

Pre-approval with a submitted waste inventory is required. Businesses wishing to dispose of hazardous waste must first obtain an Environmental Protection Agency (EPA) Waste Identification number, established by the Minnesota Pollution Control Agency (MPCA). Businesses that bring hazardous waste to the Hazardous Waste facility without pre-approval can be turned away. Please call (218) 741-8831 for more information.

**St. Louis County  
Environmental Services Department**

**Business Hazardous  
Waste Collection**

**Very Small Quantity Generator  
(VSQG)**

**Virginia Regional Landfill  
(HHW Building)**

**August 14, 2019  
9:00 a.m. to 3:00 p.m.**

**For an appointment call B-CLEAN  
at least one week in advance  
1-218-741-8831**

*In the event of an emergency or bad weather, local HHW collections will be delayed or canceled.*

For more information, call the St. Louis County Environmental Services Department at 1-800-450-9278 or visit [stlouiscountymn.gov/hw](http://stlouiscountymn.gov/hw). We are also on Facebook!





District One Duluth  
1123 Mesaba Avenue  
Duluth, MN 55811

April 15, 2019

Craig Wainio, City Administrator  
City of Mountain Iron  
8586 Enterprise Drive South  
Mt. Iron, MN 55768

Dear Mr. Wainio:

Thank you for commenting on Highway 169 in Mountain Iron. MnDOT has heard a lot of comments about Highway 169 between Chisholm and Virginia this past winter.

This segment of highway 169 has a history of tenting in the winter. Tenting is caused when moisture collects near the transverse cracks that occur in the pavement and freezes, causing a bump at each crack. The tenting problem does not occur every winter. Some winters tenting is worse than others, depending on moisture and temperature variations. This problem can occur on roadways that have very good overall pavement condition. Tenting usually subsides once the frost begins to melt in March or April. I understand that the tenting has subsided already this spring.

Highway 169 from Chisholm to Virginia had its last major work done in 2002. Since then, there has been pavement preventative maintenance in the form of crack sealing in 2007, 2010 and 2015 along with a chip seal in 2012. The current pavement condition is 2.7 to 2.9 on a scale of 0 to 4.0. MnDOT considers 2.0 to be poor condition pavement. We also strive to trigger a capital investment project prior to reaching poor condition. MnDOT's 10-year capital highway investment plan indicates that the next capital investment on this corridor will be in FY 2024. MnDOT will begin to develop the scope of this project soon.

As part of the upcoming project, MnDOT would be willing to work with the City to make the intersection of Highway 169 and Emerald Avenue useable for pedestrians. As part of the planning for this project, we should also consider opportunities to create a pedestrian and bike route between the housing, commercial and school developments in Mountain Iron. There may be an opportunity to coordinate Transportation Alternative or Safe Route to School funding with the upcoming project to address this issue.

Thank you for inquiring about Highway 169. Let me know if you have additional questions. My phone number is (218) 725-2704.

Sincerely,

Duane R. Hill, P.E.  
District Engineer

cc: Brian Anderson (MnDOT)  
Michael Kalnbach (MnDOT)

*Equal Opportunity Employer*