

Agreement
by and between
City of Hibbing
and
IAFF Firefighters, Local 173

Effective January 1, 2023 through
December 31, 2025

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ARTICLE 1 RECOGNITION

The City Council hereby recognizes Hibbing Professional Firefighters, International Association of Firefighters Local #173, as the exclusive representative for collective bargaining purposes of the Employees of the Hibbing Fire Department, excluding the Fire Chief, as per certification by the State of Minnesota, Division of Conciliation, dated February 16, 1970.

ARTICLE 2 PAYMENT OF DUES

SECTION 1: Upon receipt of a written order from an Employee authorizing a deduction from his/her salary of the amount of the organization dues or Union dues, the City Council agrees to deduct from the salary of such Employee the amount of the order and to pay the amount of dues involved to whomever is to receive same, as designated by the Employee.

SECTION 2: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the City Harmless from any and all actions through such claims, damages, judgements, and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken pursuant to this Article.

ARTICLE 3 HOURS OF WORK

SECTION 1: The normal hours of work shall be based on scheduled twenty-four (24) hours shifts using a three-platoon system, with each platoon scheduled to work eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle. Provided, however, each employee shall be scheduled for and shall take one (1) twelve (12) hour unpaid leave period during each twenty-four (24) day scheduling cycle. Overtime shall be paid for all hours worked beyond the employee's regularly scheduled twenty-four (24) hour shift. Overtime for twenty-four (24) hour shift Employees shall be at 1.75 times the Employee's base pay. This calculation of overtime shall become effective as of the day of signing this Contract.

The contract may be reopened during its term at the request of the City for the limited purpose of negotiating scheduling. If the City conducts a study regarding scheduling, the Union will be consulted on a meet and confer basis during the study process. The City

will invite the Union to meet and confer regarding scheduling before the contract is reopened.

SECTION 2: The Marshal and Training Officer shall work a normal week consisting of forty (40) hours, with overtime pay at time and one-half (1.5) for all hours worked in excess of forty (40) hours for the one-week period.

SECTION 3: All overtime work in each classification shall be distributed as equitably as possible among the Employees in that classification, and a rotating list for such overtime shall be set up according to seniority.

SECTION 4: An Employee called in for work at a time other than the Employee's normal scheduled shift, will be compensated for a minimum of two (2) hours pay at 1.75 times said Employee's base pay rate. For all hours between 11:00 p.m. and 7:00 a.m., the Employee will be compensated for a minimum of three (3) hours pay at 1.75 times said Employee's base pay. An extension of or an early report to a scheduled shift does not qualify the Employee for either the two (2) or three (3) hour minimum. An Employee called for work on one of the holidays designated in Article 4 will be compensated for a minimum of three (3) hours pay at 1.75 times said Employee's base pay rate in addition to their regular holiday pay. Any Employee who is called back for either the two (2) or three (3) hour period as referred to above, shall remain at the station until his presence is no longer required. Should he/she be released from the station prior to the two (2) or three (3) hour call back period, it is understood that he/she will remain on call for the remaining portion of that period, and should he/she be required to return to the station during that period, he/she will receive additional pay only for that period of time that exceeds the two (2) or three (3) hour call back period.

SECTION 5: Overtime hours may be compensated by compensatory time off at the rate of time and three quarters for 53 hr/week employees and time and one half for 40-hour week employees with the consent of both the Employer and the Employee. A maximum of eighty (80) hours per calendar year is allowed for 40 hr/week employees and a maximum of 106 hours per calendar year is allowed for fifty-three (53) hour a week Employees. Employees are given the option to cash out any compensatory time in December of each. (As outlined in the yearly payroll schedule) Any compensatory time in excess of 106 hours which is not taken or paid for pursuant to the above provisions, shall be lost. A maximum of 106 compensatory hours can be carried over at the end of each year. Any compensatory time provision that is not in conformity with either State or Federal Law shall be modified to conform with that law.

ARTICLE 4 HOLIDAY PROVISION

SECTION 1: All regular full and part-time Employees on a salary basis shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Memorial Day
Fourth of July	Christmas Day
Good Friday	

SECTION 2: Employees who are required to work on any of the above-named holidays shall be compensated at 1.75 times said Employee's base pay rate for all hours worked in addition to their regular holiday pay. For holiday pay purposes under this provision, Employees who work on January 1, July 4 and December 25, shall receive the holiday premium pay for their work on those days rather than the days which may be observed by the general public as a result of Federal and State Laws. For the Marshal and Training Officer only, if a holiday falls on an Employee's regularly scheduled day off, he/she shall receive another day off with pay at straight-time base pay rates in lieu of such holiday, such day to be given off within thirty (30) days of said holiday or added to the Employee's vacation at the option of the Employee.

SECTION 3: There shall be three (3), non-accumulative, personal holidays allowed per year.

Total of 24 hours for 8 hour dayshift personnel and 72 total hours for shift personnel. Employees can use their personal time hours in two (2) hour increments if needed.

ARTICLE 5 VACATIONS

SECTION 1: Employees shall receive annual vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation Marshal/Training Officer</u>	<u>Hours of Vacation Shift Workers</u>
1	40	72
2	80	168
5	120	240
10	160	288
18	200	336

SECTION 2: Pay for vacation periods shall be at the Employee's base pay rate. In determining vacation schedules, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit.

SECTION 3: When a holiday falls during an Employee's vacation period, he/she shall receive one (1) additional day of vacation.

SECTION 4: In case of death, and Employee's earned vacation (pro-rated to the nearest month) will be paid to the named beneficiary.

SECTION 5: Employees may accumulate up to the amount they are entitled to per year and may carry up to that amount for one (1) year. Any amount carried over and not used within that time will be lost.

ARTICLE 6 SICK LEAVE

SECTION 1: Sick leave shall be earned by shift Employees at the rate of 8.31 hours per payroll, with a maximum accumulation of 1,890 hours. Sick leave shall be earned by Employees who work a forty (40) hour week at the rate of 6.46 hours per payroll, with a maximum accumulation of 1,440 hours. No such leave shall be earned by an Employee when that Employee is on sick leave. Each Employee shall be informed annually of their total accumulated sick leave. The sick leave taken shall be charged according to the number of hours the Employee is scheduled for work on the day of sick leave.

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

SECTION 3: An Employee taking sick leave shall be required to notify the on-duty officer of his/her inability to report for duty prior to the commencement of his/her regular shift. When a claim is made for sick leave pay by an Employee when, if fact, he/she is not actually sick, it shall be grounds for immediate, permanent termination of employment. An Employee on sick leave for 3 or more consecutive shifts will be required to supply the appropriate documentation as outlined in the Family Medical Leave Policy.

SECTION 4: Employees shall be entitled to a sick leave bonus of 106 hours or a proportional amount for employees not normally scheduled to work the hours specified in Article 3, Section 1 of this Agreement. Employees who use no days of sick leave during the year shall be entitled to the full bonus. Each hour of sick leave used during the year will reduce the sick leave bonus by one hour. The balance of the remainder of the Employee's sick leave accumulation remaining after the sick leave bonus and sick leave days are utilized shall be credited to the Employee's accumulated sick leave

account. Sick leave bonus earned by Employees that are employed as of January 1, 1998, and thereafter shall be prorated as of the date of said Employee's retirement period. For employees hired on or after January 1, 2007, the sick leave bonus will be paid into the employee's Post-Retirement Health Care Savings Plan account unless the employee is determined to be exempt by the Plan Administrator. For employees hired prior to January 1, 2007 the first base weekly scheduled hours of an employee's sick leave bonus shall be paid into a Post-Retirement Health Care Savings Plan account unless the employee is determined to be exempt by the Plan Administrator and any additional bonus hours will be paid to the employee in cash.

SECTION 5: Funeral leave: A maximum of any three (3) calendar days sick leave, computed from the date of death until three (3) days after the funeral, shall be granted with pay for scheduled time missed when a death occurs in an Employee's immediate family, as outlined in the Family Medical Leave Policy. Two (2) additional days may be allowed when travel is necessary subject to the approval of the Administrator. This time off for a death in the family shall not be deducted from sick leave accumulation. For attendance at the funeral of a brother-in-law or sister-in-law, the time off shall be considered as deductible from sick leave.

ARTICLE 7 GRANTING TIME OFF

SECTION 1: Absence: The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor Convention or to serve in any capacity on other official Union Business, provided forty-eight (48) hours written notice is given to the Fire Chief by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available Employees.

SECTION 2: Appointment: A member of the Union accepting the appointed position of Fire Chief shall be on a leave of absence during the period of such appointment, and upon the expiration of such appointment, other than for cause, he/she shall be reinstated to the class held prior to such appointment. The expiration or revocation of such appointment shall not cause a reduction in force to accommodate this action until the next vacancy occurs, at which time an adjustment shall be made to the authorized strength and budget appropriations of the Fire Department.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION A: Grievance Definition: A "grievance" shall mean an allegation by an Employee that the Employer has violated an express provision of this Agreement. The filing or pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject to the final resolution of the grievance.

SECTION B: The Employer and the Employee shall attempt to adjust all grievances which may arise by virtue of this Agreement in the following manner:

STEP 1: First, an Employee having a grievance shall, within twenty-one (21) calendar days after the Employee should reasonably have learned of the event giving rise to the grievance, make an effort to adjust the grievance between the Employee and his/her immediate supervisor or department head, and indicate to the supervisor or department head that the matter is a grievance. The supervisor or department head will give an answer, in writing, within ten (10) calendar days after receipt of the grievance.

STEP 2: In the event, no settlement is reached in Step 1, the Employee may appeal in writing the Step 1 answer to the City Administrator within ten (10) calendar days after receipt of the Step 1 answer. The appeal must be in writing and signed by the aggrieved Employee and the Union. In order to be considered properly filed, the appeal shall: (1) be dated and signed by the grievant as well as the Union Representative; (2) contain the date the incident occurred; (3) include a statement of the facts upon which the grievance is based; and (4) the remedy or correction expected and the specific Section of the Agreement upon which the grievance is based. Upon request, the Employee shall meet with the City Administrator to explain and discuss the grievance. The Employee shall be given the opportunity to have a Union representative present if the Employee so chooses. The City Administrator shall respond in writing to the grievance within ten (10) calendar days after receipt of the written appeal.

STEP 3: In the event, no settlement is reached in Step 2, a grievance which has been timely presented and processed in accordance with the Steps of the grievance procedure set forth in this Article and which remains unsolved after Step 2, may be submitted, to Arbitration in accordance with the Arbitration procedures of this Article, and the decision of the Arbitrator shall be final and binding on the parties.

SECTION C: Arbitration Procedures: The Following provisions and procedures shall govern Arbitration proceedings under this Agreement:

SUBD. 1 Request: A request to submit a grievance to Arbitration must be in writing, and such request must be filed in the office of the City Administrator within ten (10) calendar days following the decision in Step 2.

SUBD. 2 Prior Procedure Required: No grievance shall be considered by the Arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provision of this Article.

SUBD. 3 Selection of Arbitrator: If the parties are unable to agree upon the appointment of the Arbitrator within five (5) days after submission of the grievance to Arbitration, either party may then request the State Bureau of Mediation Services to furnish a list of prospective Arbitrators. From this list, each party shall enter and strike one (1) name until one remains. The last remaining individual shall be designated as the Arbitrator. The grieving party shall strike first and shall notify the other party of the name of the first person stricken within twenty (20) days after receipt of the Arbitration list. Failure to promptly complete the Arbitrator selection process or failure to request an Arbitrator list from the Bureau of Mediation Services promptly shall constitute a waiver of the grievance.

SUBD.4 Hearing: The grievance shall be heard by a single Arbitrator. Both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right and opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the Arbitrator. The proceeding before the Arbitrator shall be a hearing de novo. A hearing on the grievance shall be held promptly by the Arbitrator.

SUBD. 5 Decision: A decision shall be rendered by the Arbitrator within thirty (30) days of the date of hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension. The decision of the Arbitrator in all cases shall be final and binding on the parties, subject only to appeal in accordance with the provisions of the Uniform Arbitration Act.

SUBD.6 Expenses: Each party shall bear its own expenses in connection with Arbitration, including expenses related to the party's

representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in Arbitration. A transcript of the hearing shall be made at the request of either party. The party requesting the transcript shall notify the other party not less than ten (10) calendar days in advance of the hearing that a transcript will be prepared, and the requesting party shall pay the cost of the Court Reporter's attendance. Each party shall be separately responsible for the cost of its copy of the transcript. Each party shall be separately liable for one-half (1/2) of the Arbitrator's charges, including reasonable expenses.

SUBD. 7

Jurisdiction. The jurisdiction and authority of the Arbitrator and the Arbitrator's opinion and award shall be confirmed exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Employer. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, to impose on either Party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. If the Arbitrator finds that the grievance concerns matters not covered by this Agreement or that the procedures contained in this Article have not been adhered to, the Arbitrator shall return the matter to the parties without a decision.

SECTION D. Voluntary Mediation. A grievance may be submitted to Voluntary Mediation prior to Arbitration if the Employer and the Union mutually agree to do so.

SECTION E. Time Limitation and Waiver. If a grievance is not presented within the time limits required by this Article, it shall be deemed "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not answer a grievance or an appeal within the specified time limits, the grievance shall be deemed denied and the Employee, or the Union in the case of an appeal to Arbitration, may immediately appeal the grievance to the next step. The time limits set forth in this Article may be extended by mutual written agreement of the Employer and the Union.

SECTION F. Union Representatives. The Employer will recognize representatives(s) designated by the Union as grievance representative(s) of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the

Employer in writing of the names of such Union representative(s) and of their successor(s) when so designated.

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

SECTION G. Employee Grievance Filed by Union. It is recognized that the Union has the right to file a grievance on behalf of any individual Employee or group of Employees, and the Council shall recognize that grievance. If the matter remains unsolved, Arbitration as outlined in the grievance procedure may be used. The steps and time-lines as set forth in this Article shall apply to a grievance filed under this Section.

SECTION H. Choice of Remedy. The Employee processing a grievance under the grievance procedure section of this Agreement agrees to be barred from seeking redress through any other judicial or quasi-judicial process. Any Employee who has processed a claim through another judicial or quasi-judicial process on the same subject shall be barred from utilizing the grievance procedure.

SECTION I. Discharge of employees in their probationary period are not subject to this Article.

ARTICLE 9 EMPLOYER AUTHORITY

A Public Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and the direction and number of personnel. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to determine the qualifications for positions and of applicants; to hire, assign, direct and determine the number of personnel; to issue, amend and revise policies, rules regulations and practices; and to establish work schedules. Provided,

however, the Employer shall meet and confer with the Union before using independent contractors or subcontractors to perform work which would otherwise be performed by bargaining unit members. All rights and authorities which the Employer has not specifically abridged, delegated or modified by expressed provisions of this Agreement are retained by the Employer. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 10 PAID ON-CALL FIRE DEPARTMENT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from continuing its present relationship with the Paid On-call Fire Department. It is agreed that no current Firefighter/Paramedic shall be replaced by Paid On-call Firefighters.

ARTICLE 11 CLOTHING/OTHER ALLOWANCE

SECTION 1: Each employee shall receive a clothing allowance of \$75.00 per month.

SECTION 2: The City will replace Employee's clothing damaged in the performance of his/her duties, subject to the approval of the Fire Chief. The City will replace or repair safety-type standard frame types of eyeglasses of an Employee if these are damaged or lost while fighting a fire or while on ambulance duty. The City will provide safety glasses to those Employees who are required to wear them in the performance of their duties with a safety-type standard frame.

The City will replace safety-type standard frame types of eyeglasses of an Employee should their eye prescription change.

The City will provide approved hearing protection for firefighters.

ARTICLE 12 TRAINING AND SCHOOLING

SECTION 1: If a firefighter is directed or ordered by the City or its representative to attend a school during his/her time off, he/she shall be paid at straight time for the number of hours of schooling attended, plus mileage, lodging, and food. The straight time to be paid only in the event the firefighter successfully completes the schooling, and upon his/her obtaining of any licensing that is required for the purposes for which he/she attended the school.

SECTION 2. Any firefighter who is authorized by the City or its representative, but not directed to attend any school or training session during his/her time off, shall be paid his/her mileage, lodging, and food for such training.

SECTION 3. Any firefighter who attends the training or schooling session during working hours, shall be paid only his/her regular scheduled base pay rate.

SECTION 4. Training time can be paid at straight time or moved to compensatory time at a 1:1 rate.

ARTICLE13 COMPENSATION

SECTION 1. In calendar years 2023, 2024, and 2025, respectively, employees will be paid base pay as established in employer's base pay schedule for the respective calendar year

SECTION 2. When an Employee is expressly assigned either: (i) to perform the duties and responsibilities of a higher paid classification for four hours or more; or (ii) as Maintenance Officer, Clerk, or EMS Director, the Employee will be paid a differential of two dollars per hour. These differentials are wholly independent of and will not be included in determining any other pay owing to the employee under the Labor Agreement, such as paid leave time or pay above base pay.

ARTICLE 14 WORK RELATED INJURIES

SECTION 1: In the event an Employee suffers a work-related injury, that Employee shall be entitled to group health and welfare coverage for up to one (1) year following exhaustion of sick leave benefits at the Employer's expense.

SECTION 2: Supplemental Pay. If an employee of the City of Hibbing, Minnesota, shall receive a compensable injury he/she may use one of the following options:

(1) The City Council shall, upon the employee's request, pay the difference between the compensation received by the employee and his/her regular monthly net pay, the same to be deducted from the employee's sick leave balance. The City Council will provide for the payments described in this Paragraph during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by workers' compensation shall not exceed the amount of credits which an employee is entitled to from accrued sick leave benefits; or

(2) The employee shall receive their workers' compensation benefits only.
(3)

ARTICLE 15 GENERAL PROVISIONS

SECTION 1: The Employer recognizes the desirability of having a minimum of six (6) persons on duty at the fire hall on each shift and shall make every reasonable effort to do so.

ARTICLE 16 GROUP INSURANCE PROGRAMS

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

- a. Group Life Insurance. All active employees up to age 71 shall be covered by a \$10,000.00 life insurance policy, full premium to be paid by the City. Active employees after age 71 or employees qualifying for retirement, upon retirement, shall be covered by a \$2,000.00 paid-up life insurance policy, premium paid for by the City.
- b. Comprehensive Hospitalization, Surgical Medical Plan: The City will provide a group hospital/medical plan with aggregate level of benefits of Blue Cross/Blue Shield VEBA 100, or its legal equivalent, with deductible of \$1200/\$2400 VEBA Plan. The City cannot reduce the benefit level under the City's group health plan without meeting and negotiation with the Union pursuant to Minn. Stat. 471.661 Subd. 5. All plan provisions are governed by the Summary Plan Description (SPD) and not by the labor contract. (SPD will be attached to contract when available.).

The City may secure a new hospital/medical plan with lesser benefits than stated above to be offered as an alternative plan. From January 1, 2023 through December 31, 2025, the City shall be required to pay eighty percent (80%) of the monthly hospital/medical insurance premium for the single plan, and eighty (80%) of the monthly hospital/medical insurance premium for the family plan offered by the City and their insurance carriers.

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

Percentage of Deductible Contributed to Account by City

Year	Single Coverage	Family Coverage
2023	80%	80%

2024	80%	80%
2025	80%	80%

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

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

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

SECTION 3. Insurance Committee: The City and the Union will establish a balanced committee which will meet regularly to review alternate insurance plans during the term of this Agreement. The Committee may include representatives from other bargaining units having labor contracts with the City. The committee will make recommendations to the employees on an alternate insurance plan which will provide equitable coverage while addressing cost containment.

ARTICLE 17 SEVERANCE

SECTION 1. If the employee is eligible to draw retirement benefits from PERA, be paid a severance payment which shall be paid into the employee's Post- Retirement Health Care account, in an amount as follows: after completing fifteen (15) years of service for the City, an amount equal to twenty-five percent (25%) of the current value of his/her accrued sick leave at the time of retirement; after completing twenty (20) years of service with the City, an amount equal to forty percent (40%) of the current value of his/her accumulated sick leave at the time of retirement; or after completing twenty-five (25) years of service with the City, an amount equal to fifty percent (50%) of the current value of his/her accumulated sick leave at the time of retirement.

SECTION 2. One-half (1/2) of an Employee's unused sick leave accumulation will be paid to his/her named beneficiary in the event of the death of an Employee who was employed prior to January 1, 1982. Upon the death of an Employee hired after January 1, 1982, one-fourth (1/4) of that Employee's unused sick leave accumulation will be paid to his/her named beneficiary.

SECTION 3. Effective February of each year, current full-time active employees, hired after January 1, 2007 will receive a contribution from the City of \$125/year contributed to their postretirement health care account.

SECTION 4. In the event that an employee is legally qualified to be exempt from the Post-Retirement Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Retirement Health Care Savings Plan account, the employee shall receive a cash severance payment to the extent that the employee is eligible pursuant to either Section 1 or 2 of this Article 17.

SECTION 5: An employee who resigns or retires without giving two (2) weeks advance notice of termination to the City, except where an emergency prevents the employee from giving two (2) weeks advance notice in which case the employee shall notify the City as soon as possible, shall forfeit all sick leave the employee would otherwise be entitled to under this Agreement.

ARTICLE 18 RETIREE INSURANCE

SECTION 1. All active Employees who retire after January 1, 1998, and who have reached a retirement age acceptable to the Public Employees Retirement Association and who upon their retirement have at least fifteen (15) years of service and are otherwise qualified to receive benefits provided by the Public Employees Retirement Act shall be deemed to have reached retirement age for purposes of this Article 18.

SECTION 2. All active Employees who retire after January 1, 1982, and meet the eligibility requirements aforementioned, shall receive the same benefit coverages mentioned, but as of January 1, 1983, any amount of hospital/medical insurance premium increase exceeding \$215.00 shall be paid fifty (50) percent by the Employee and fifty (50) percent by the Employer. Once the \$215.00 premium cap has been surpassed and later a reduction in premium is implemented, said amount of reduction below the \$215.00 cap shall be shared on a 50/50 basis. The previous sentences shall not apply to premium reductions brought about by Medicare or other similar contributions.

SECTION 3. All active Employees who are hired after June 1, 1989, upon retirement and who meet the eligibility requirements aforementioned, shall continue to be insured under the life insurance plan in the existing hospital, surgical, medical, drug and dental programs or supplemental insurance plans for those present retirees who are, or will be, eligible for Medicare as set forth in this Contract. The City shall pay the insurance premiums in full and with respect specifically to medical and dental coverage, shall pay the insurance premium for single coverage only. The Employee shall have the right to purchase at his/her own expense, dependent coverage, if it is available: The cap and the sharing of the premiums that are in excess of the cap shall be as set forth in the paragraph above.

SECTION 4. Any Employee who is hired prior to June 1, 1989, who retires after June 1, 1991, and who meets the necessary eligibility requirements shall receive hospital/medical insurance premium coverages in the amount of \$450.00 for family coverage and \$250.00 for single coverage. Any premium over that amount shall be shared on a 50/50 basis between the Employer and Employee.

SECTION 5. Any Employee hired after June 1, 1989, who retires after June 1, 1991, and who meets the necessary eligibility requirements shall receive hospital/medical insurance premium coverages for single coverage only up to \$250.00 premium cap. Any premium over that amount shall be shared on a 50/50 basis between the Employer and Employee. The Employee shall have the right to purchase, at the Employee's expense, dependent coverage, if it is available.

SECTION 6. Any Employee hired after June 1, 1989, who retires after January 1, 2001, and who meets the necessary eligibility requirements shall receive hospital/medical insurance premium coverages for single coverage with the City paying 85% of the cost of single coverage and the Employee paying 15%. The Employee shall have the right to purchase, at the Employee's expense, dependent coverage, if it is available.

SECTION 7. Any employee who is hired prior to June 1, 1989, who retires after December 31, 2000, and who meets the necessary eligibility requirements shall receive hospital/medical and dental insurance and the City shall be required to pay 85% of the monthly premium on hospital/medical and dental insurance for the single, family II and family III plans offered by the City and their insurance carrier. Employees shall pay the remaining 15% of the abovementioned premiums.

SECTION 8. Retiring on or after January 1, 2007:

- (1) For all active employees who retire on or after January 1 2007, who were hired after June 1, 1989 and who at the time of retirement have fifteen (15) years of service with the City and who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay the following:
 - (a) Eight-five percent (85%) of the monthly hospital/medical insurance premium for single coverage until the retired employee becomes eligible for Medicare, with the retiree paying the remainder of the monthly premium, for the hospital/medical insurance plan offered by the City to active employees. Upon the retired employee becoming eligible for Medicare, the retiree shall be enrolled in the Medicare Supplement plan (Medica Prime Solutions or equivalent) with premium participation split based upon the same premium split paid when the employee retired from City service; and the same contribution to the retiree's VEBA account (or like account if the City adopts a legally equivalent plan) as the City makes to the VEBA account of active

employees (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees, but for employees who retire on or before December 31, 2009, the contribution in any given year shall not be less than 50% of the deductible amount) with single coverage, for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

- (2) For all active employees who retire on or after January 1, 2007, who were hired prior to June 1, 1989 and who have at least fifteen (15) years of service with the City and who at the time of retirement are qualified to receive benefits provided by the Public Employees Retirement Act, the City shall pay the following:
 - (a) Eighty-five percent (85%) of the monthly hospital/medical insurance premium for the coverage selected by the employee (single or family) until the retired employee becomes eligible for Medicare, with the retiree paying the remainder of the monthly premium, for the hospital/medical insurance plan offered by the City to active employees. Upon the retired employee becoming eligible for Medicare, the retiree shall be enrolled in the Medicare Supplement plan (Medica Prime Solutions or equivalent) with premium participation split based upon the same premium split paid when the employee retired from City service;
 - (b) the same contribution to the retiree's VEBA account (or like account if the City adopts a legally equivalent plan) as the City makes to the VEBA account of active employees (i.e. contribution may change from year to year during retirement to reflect any change in contribution to the accounts of active employees, but for employees who retire on or before December 31, 2009, the contribution in any given year shall not be less than 50% of the deductible amount) with the coverage chosen by the retiree (single or family), for so long as the retiree continues to participate in the City hospital/medical plan, except that upon the retired employee becoming eligible for Medicare the City contribution shall cease.

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

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

SECTION 9. Any employee hired on or after January 1, 2007 shall not be eligible for either an Employer contribution to the premium for hospital/medical or dental insurance, or an Employer contribution to an employee account, i.e. VEBA account or other like account for an equivalent plan, following retirement from City service.

ARTICLE 19 TERM OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2023, and shall remain in effect to December 31, 2025 and from year to year thereafter unless either party gives notice of a desire to terminate or amend said Agreement, at least thirty (30) days prior to the annual renewal date.

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

LOCAL #173 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

By: James Hall
Its President

By: Andy M. Sust
Its Secretary

Date: 11/8/22

CITY OF HIBBING, MINNESOTA

By: Mark L. O'Brien
Its Mayor

By: Shirina Mulher
Its City Clerk

Date: 11/23/2022

APPENDIX A

I. CERTIFICATION AND EMT

All existing Employees must maintain such certification or licensing that they have as of the signing of this contract, unless they are determined to be medically or legally unable to do so.

If any existing Employee is determined to be medically or legally unable to maintain a certification or license, then said Employee shall maintain the next lower level of certification that they are medically and legally able to.

It is understood and agreed that existing employees are given the right under the above circumstances to maintain a lower level of certification or licensing than existing due to the fact that said Employees voluntarily obtained said levels of certification after being hired as firefighters.

In order to drop to the next level of certification for medical reasons, an Employee must present Employer with a written medical excuse from a doctor qualified in the area of medicine pertinent to the Employee's claimed disability. Employer shall be entitled to obtain an Independent Medical Examination of Employee by a doctor of its choice. Should the Employer have a basis to dispute Employee's claimed disability, the parties agree to meet and attempt to negotiate an Agreement. If unable to negotiate an Agreement within thirty (30) days of the date Employer receives a report from the Independent Medical Examiner, the parties agree to Voluntary Mediation. If that fails, the parties agree to Arbitration according to the rules of the American Arbitration Association.

II. TEMPORARY LIGHT DUTY

Temporary light duty shall exist for any Employee who sustains an injury and unable to perform his/her normal duties. Such light duty shall last no more than eight (8) consecutive weeks with an additional four (4) weeks of light duty allowable with a doctor's excuse. Such light duty shall under no circumstances last more than twelve (12) consecutive weeks. Authorized medical clearance shall be obtained before such light duty is granted any Employee. Such light duty will be granted only on the Fire Chief's approval and discretion. It is understood that temporary light duty shall be limited to one (1) person per shift, and used only under the above circumstances.