



# **LABOR AGREEMENT**

BETWEEN

CITY OF HASTINGS

AND

IAFF Local 5113

***FIREFIGHTER'S UNIT***

January 1, 2024 through December 31, 2025

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**LABOR AGREEMENT  
Between  
CITY OF HASTINGS  
And  
FIREFIGHTERS UNIT**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2024 between the City of Hastings, hereinafter called the Employer, and the International Association of Firefighter' Union, Local #5113, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality fire service and protection to the residents of Hastings. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE II. RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive representative, under the Minnesota Statutes, Section 179A.31, Subd. 3, for all fire personnel in the following job classifications:

FIREFIGHTER/PARAMEDICS  
FIRE INSPECTOR

2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 **Union:** International Association of Firefighter Local # 5113
- 3.2 **Employee:** An employee of the City of Hastings.
- 3.3 **Union Member:** An employee belonging to International Association of Firefighter Local # 5113.
- 3.4 **Department:** The City of Hastings Fire & EMS Department.

- 3.5 **Employer:** The City of Hastings.
- 3.6 **Fire Chief:** The Fire and Emergency Medical Services Director for the City of Hastings.
- 3.7 **Union Officer:** A member appointed by the International Association of Firefighter Local # 5113.
- 3.8 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.
- 3.9 **Day:** A day is defined as twelve (12) hours for firefighters, and eight (8) hours for fire inspector, unless otherwise specified.
- 3.10 **Probationary Period:** All new, regular employees will serve a twelve (12) month probationary period.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have their appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates. An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure or employment, or contract of employment, as they may have theretofore been entitled. No employee shall be entitled to any daily pay, wages or per diem for the days on which they engage in a strike.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE VI. UNION SECURITY**

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues, or a "fair share" deduction, as provided in Minnesota State Statute 179.65, Subd. 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.

6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.

6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## **Article VII. Employee Rights—Grievance Procedure**

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

7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.

7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved employee and a 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 that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.

7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly

violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. If the grievance is still unresolved in Step 3, the UNION and EMPLOYER may agree, within ten (10) calendar days after the reply of the Step 3 Representative was due, to petition the Bureau of Mediation Services for assistance in settling through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the UNION within ten (10) calendar days by written notice to the EMPLOYER, may request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### **7.5 Arbitrator's Authority:**

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

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own

representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "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 answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

## **ARTICLE VIII. SAVINGS CLAUSE**

The Agreement is subject to the laws of the United States, the State of Minnesota and the City of Hastings. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## **ARTICLE IX. SENIORITY**

9.1 Seniority shall be determined by the employee's length of continuous full-time employment with the Fire and EMS Department and posted in an appropriate location. Seniority rosters may be maintained by the Fire and EMS Director on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his/her previous position at the sole discretion of the Employer.

9.3 A reduction of work force will be accomplished on the basis of seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

9.4 Vacations will be selected on the basis of seniority from November 15<sup>th</sup> to November 25<sup>th</sup> of the current year. This will be done annually and covers the period from January 1st of the following calendar year to December 31st of the following calendar year. Vacation selection will be approved by the employer no later than December 5<sup>th</sup> of the current year. After December 5<sup>th</sup> or post approval, all vacation requests will be first come first serve until the next vacation selection process.

## **ARTICLE X. DISCIPLINE**

10.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:

- a) oral reprimand;

- b) written reprimand;
- c) suspension;
- d) demotion; or
- e) discharge.

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have Union representatives present at such questioning.

10.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article VII.

## **ARTICLE XI. CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

## **ARTICLE XII. HOURS OF EMPLOYMENT**

The regular workweek for firefighters shall consist of an average of fifty-three (53) hours in one (1) week. The regular workweek for a fire inspector shall consist of forty (40) hours in one (1) week.

If the City establishes a schedule that balances to 2288 or 2756 hours annually, (12-hour shift or 24-hour shift) the Union and City agree to count scheduled mandatory trainings, scheduled meetings, and/or balance through work schedule adjustments.

When an employee is called out on a job assignment, only the time actually spent on making the call may be counted as hours worked.

Shift exchanges will be allowed, with prior supervisor approval, within a 6-month period provided the shift switch does not result in any form of premium and/or overtime pay, including article XIV Holiday Pay.

The Employer may from time to time, in its sole discretion, temporarily adjust a Firefighter's work schedule to forty (40) hours in one (1) week for purposes of alternate job assignment such as light duty or training. In event of such temporary schedule, the Firefighter's wage shall be adjusted such that the temporary hourly rate of the forty (40) hour work week is 1.325 times the hourly rate of the fifty-three (53) hour work week. Such temporary schedule adjustment does not include furlough or other reduction in force.



**ARTICLE XIII. LEGAL PROTECTION**

All employees shall be given legal protection as provided for under Minnesota and Federal Statutes.

**ARTICLE XIV. OVERTIME**

All employees required to work at times other than their scheduled hours of employment will be paid at one and one-half (1.5) times their regular hourly rate. A minimum of one and one-half (1½) hours at overtime rate will be paid for ambulance and fire calls. Overtime will be distributed as equally as practicable.

Hours scheduled to work on New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving, the day following Thanksgiving, and Christmas will be paid at 1.5 time the regular hourly rate. Premium pay is earned for those hours worked on the actual holiday listed above. If an individual is called back for shift overtime on New Year’s Day, 4<sup>th</sup> of July, Thanksgiving, and Christmas Day that employee will receive an additional 0.5 time on top of their premium pay.

**ARTICLE XV. HOLIDAYS**

Firefighters shall be paid for seventy-two (72) hours holiday pay, paid by separate check no later than the first Friday after the first payday in December each year, regardless of the number of holidays actually worked. Holiday pay will be based on their individual hourly rate. Employees hired or separated from employment after January 1 of any calendar year shall earn holiday credit based on a pro-rated schedule of 1/12<sup>th</sup> of the total number of holidays granted in the paragraph above for each month or major fraction thereof worked.

Firefighters shall receive a credit for eighty-four (84) hours that shall be taken as additional vacation days. These days must be taking during the year in which they are earned. These hours may be taken in twelve (12) or twenty-four (24) hour increments.

The following days are official holidays for any Fire Inspector employees:

<b><u>Holidays</u></b>	<b><u>Date</u></b>
New Year’s Day	January 1
Martin Luther King Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25
Two (2) Floating Holidays	

Floating holidays cannot be carried over into another calendar year and must be taken before December 31

of each year. Floating holidays must be taken in the full eight-hour increments. Employees will not receive compensation in lieu of taking floating holidays. Employees hired prior to July 1 in a year will receive two floating holidays for that year; employees hired July 1 in a year will receive one floating holiday for that year.

**ARTICLE XVI. EDUCATION INSTRUCTIONAL TIME**

Mandatory instructional/educational time shall be paid at the individuals' overtime rate while not on duty.

Employee(s) attending non-mandatory, instructional/educational or job-related training shall not be paid overtime. In certain situations, the employee(s), may be required to use vacation for other hours as needed, to be determined by the supervisor.

**ARTICLE XVII. VACATION**

17.1 Firefighters, are eligible to accrue vacation according to the following schedule:

YEAR OF SERVICE	HOURS OF VACATION
0- 1 year	96 hours
Beginning of 2 <sup>nd</sup> Year & 3 <sup>rd</sup> Year	120 hours
Beginning of 4 <sup>th</sup> Year & 5 <sup>th</sup> Year	132 hours
Beginning of 6 <sup>th</sup> Year & 7 <sup>th</sup> Year	144 hours
Beginning of 8 <sup>th</sup> Year	156 hours
Beginning of 9 <sup>th</sup> Year	168 hours
Beginning of 10 <sup>th</sup> Year	180 hours
Beginning of 11 <sup>th</sup> Year	192 hours
Beginning of 12 <sup>th</sup> Year	204 hours
Beginning of 13 <sup>th</sup> Year	216 hours
Beginning of 14 <sup>th</sup> Year	228 hours
Beginning of 15 <sup>th</sup> thru 19 <sup>th</sup> Year	240 hours
Beginning 20 <sup>th</sup> Year	300 hours

Years of Service	Vacation Maximums (Approved by City Council 09-05-95)
0-5 Years	180 Hours Maximum
6-10	270 Hours Maximum
11+ years	450 Hours Maximum

All regular full-time fire inspector (s) are eligible to accrue vacation according to the following schedule:

Years of Service	Annual Accrual
	Hours
0-1	88

Beginning of 2nd year	96
Beginning of 3 <sup>rd</sup> year	104
Beginning of 4 <sup>th</sup> year	112
Beginning of 5 <sup>th</sup> year	120
Beginning of 6th year	128
Beginning of 7th year	128
Beginning of 8th year	136
Beginning of 9th year	136
Beginning of 10th year	144
Beginning of 11th year	144
Beginning of 12th year	152
Beginning of 13th year	160
Beginning of 14th year	168
Beginning of 15th year	176
Beginning of 16th year	200

Years of Service	Maximum Accumulation
0 – 5	120 hours
6 – 10	180 hours
11+	300 hours

17.2 All vacation pay shall be accrued, and in the event an employee’s employment is terminated for any reason, the employee shall receive, upon their termination the vacation pay which they have coming at that time on a pro-rate basis. No more than four (4) consecutive weeks (212 hours for firefighters and 160 hours for fire inspector) vacation can be taken at one time.

17.3 In computing vacation pay, length of service shall be based upon the anniversary date of the day an employee commences employment as a full-time employee.

**ARTICLE XVIII. SICK LEAVE AND OTHER LEAVES OF ABSENCE**

18.1 Sick Leave: Sick leave will be granted pursuant to Federal Regulations, State Statute and FMLA. All employees of the City shall be entitled to accumulate one (1) day of sick leave for each month of employment. Sick leave may be used for mental or physical illness, injury or other health condition, or the treatment, diagnosis, care or preventative care, of the employee or family member as defined in Minn. Stat. § 181.9445. Sick leave may also be used due to the domestic abuse, sexual assault or stalking of the employee or family member. Employees may use sick leave due to communicable disease or public emergency as set forth by statute. The Employer may require verification of the use of sick leave when an employee has been absent for three consecutive days. Verification shall be consistent with the requirements of state law.

### Prolonged Illness Bank

Firefighter/paramedic, sick leave balances in excess of one hundred thirty (130) days (1560 hours) shall receive eight (8) hours of sick leave (to be placed in a prolonged illness sick leave bank) and four (4) hours of vacation for each month of employment.

Fire Inspector: Once 960 hours of sick leave has been accumulated, the leave accrual will be as follows:

- ½ of the accrual will be placed in a Prolonged Illness Bank. An employee may only use the prolonged illness bank after all other accumulated sick leave has been used.
- ½ of the accrual will be earned as additional vacation. All vacation is subject to the maximum accrual cap.

18.2 **Personal Leave:** All firefighters of the City shall be entitled to six (6) days (72 hours) personal leave per occurrence, which shall not accumulate. Fire Inspector is entitled to up to 40 hours per occurrence, which will not accumulate. Personal leave for purpose of this paragraph includes and is limited to: Death in the immediate family, death of spouse, parent, brother, sister, child, grandchild, grandparent, and spouse's parent, brother, sister, child, grandchild, grandparent. Immediate family also includes "step" family members of the employee or employee's spouse.

18.3 **Jury Duty:** Employees called and selected for Jury Duty shall receive their regular compensation and other benefits for their employment, less the amount received by them as a Juror.

18.4 **Union Leave:** The City agrees to grant the necessary time off without pay to any employee designated to attend a labor convention or to serve in any capacity on other official Union business.

18.5 **Court Time:** An employee who is required to appear in Court and/or for Deposition during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) time the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court or Deposition appearance does not qualify the employee for the two (2) hour minimum.

## **ARTICLE XIX. SEVERANCE PAY**

If an employee dies in the line of duty, the deceased employee's eligible sick leave will be paid out to the deceased's estate.

If an employee, after ten (10) years of service:

- Retires at age 65 (or otherwise provided by law); or
- Is forced to retire due a physical condition, including death, not allowing the employee to continue gainful employment; or
- Voluntarily terminates employment with the City after due notice, with the consent of the City but not if discharged or resigns by the request of the City, the employee or employee's descendants will receive fifty percent (50%) of unused sick leave. Employees will be allowed to draw from both

the sick leave and extended sick leave banks as severance pay, up to a maximum severance payout as noted below:

- Firefighter: up to a maximum of 960 hours of accumulated sick leave (50% of 1920 hours).
- Fire Inspector: up to a maximum of 640 hours (50% of 1280 hours)

## **ARTICLE XX. INSURANCE**

### **Health**

The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee. Regular, full-time employees may not waive single coverage.

The City will agree to contribute a percentage of premium as established by the City Council, towards coverage other than single as offered by the City and elected by the Employee. The City contribution will remain at the same percentage.

Per Minnesota Statute 471.61, retiring employees may remain on the City's group health insurance indefinitely, at their own expense. The employee shall pay the City in advance on a monthly basis for the cost. The City will then remit payment to the insurance company. When the former employee reaches age 65, the City may transfer the former employee and covered dependents to a non-active employee pool. This indefinite continuation is made available under Minnesota Statute 471.61.

### **Life**

All regular employees will also receive a \$50,000 Life Insurance Policy effective upon date of agreement of this contract with the full cost of the premiums to be paid for by the City.

### **Long-Term Disability**

All regular, full-time employees will receive a long-term disability insurance policy. The City will pay for long-term disability premiums.

## **ARTICLE XXI. INJURED ON DUTY**

21.1 Employees injured while on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. The first three (3) working days lost due to an injury on duty will be charged to an employee's sick leave account as part of worker's compensation "waiting period". If a work-related injury continues past ten days, the first three days which have been charged to the employee's sick leave account will be reimbursed to the employee. An employee with no sick leave accumulation will not receive payment for the first three (3) working days lost.

21.2 Any compensation payable to the employee under Worker's Compensation insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee (not to be charged to the employee's accumulated sick leave) to make up the difference between Worker's Compensation and his/her normal rate of pay.

21.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide,

if requested by the Employer, a statement from the employee's attending physician as to the nature of the injury.

21.4 Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by the Employer by a person competent to perform the same and as is designated by the Employer

**ARTICLE XXII. UNIFORMS**

The Employer agrees to supply dress uniforms, work uniforms and turn out gear as required.

**ARTICLE XXIII. WAGES**

23.1 Wages for the term of the contract will be adjusted as follows:

	January 1, 2024	January 1, 2025
Firefighter	4% COLA	3.5% COLA
	Hourly	Hourly
Start	\$24.99	\$25.86
6 months	\$26.62	\$27.55
12 months	\$28.29	\$29.28
24 months	\$29.93	\$30.98
36 months	\$31.57	\$32.67

	January 1, 2024	January 1, 2024
Fire Inspector	4% COLA	3.5% COLA
	Hourly	Hourly
Start	\$34.00	\$35.19
6 months	\$36.58	\$37.86
12 months	\$39.16	\$40.53
24 months	\$41.72	\$43.18
36 months	\$44.30	\$45.85

23.2 **Longevity**

Longevity shall be payable as follows:

- 1% after five (5) years
- 2% after ten (10) years
- 3% after fifteen (15) years
- 4% after twenty (20) years

23.3 **Paramedic**

Those Firefighters who have received and maintained their Paramedic Certification shall be compensated per month. Paramedic pay wages will be adjusted as follows:

January 1, 2024	January 1, 2025
-----------------	-----------------

\$496.51    \$513.89  
This amount will be added to the base pay.

**23.4    Field Training Officer**

A Field Training Officer will receive payment of an additional \$2.00 per hour when Firefighter is actually assigned to work as a Field Training Officer.

**23.5    Education Incentive**

An employee will receive an additional stipend upon successful completion of a Fire Sciences, Fire Services or Paramedicine degree from a nationally accredited program, paid in equal amounts quarterly. Stipends shall not stack.

Associates' Degree      \$500.00 annual stipend  
Bachelor's Degree      \$1000.00 annual stipend

**ARTICLE XXIV. WAIVER**

24.1    Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

24.2    The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualified waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

**ARTICLE XXV. POST RETIREMENT HEALTH CARE SAVINGS ACCOUNT**

Upon honorable retirement from employment, one hundred percent (100%) of employee's sick leave severance pay will be applied to the Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Account.

**ARTICLE XXVI. WORKING OUT OF CLASSIFICATION**

Employees assigned to temporarily work in a position of a higher classification as a result of an extended absence by a co-worker may qualify for additional compensation. Additional compensation may be warranted if the temporary assignment is for a minimum of a 24-hour work period or more and upon review of the employee's current wage and the additional duties assigned as part of the temporary classification.

**ARTICLE XXVII. UNION VACATION BANK**

During April of each calendar year each Local 5113 member will donate an equal amount of vacation time

to maintain a range of 100-125 hours in a vacation bank to be used by the union board and or their delegates for union business. Any employee who became a member of IAFF Local 5113 later than October 1<sup>st</sup> of the preceding year is not required to donate. Management approvals of time off will be required.

**ARTICLE XXVIII. DURATION**

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until the thirty-first day of December, 2025.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**CITY OF HASTINGS**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
LOCAL NO. 5113**

\_\_\_\_\_  
Mary Fasbender, Mayor

\_\_\_\_\_  
Jamie Stevens, President

\_\_\_\_\_  
Dan Wietecha, City Administrator

\_\_\_\_\_  
Phil Nelson, Vice President

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

\_\_\_\_\_  
Kaitlin Neuman, Secretary/Treasurer



**Memorandum of Agreement: Overtime**

This Memorandum of Agreement (“MOA”) is entered into by and between the City of Hastings (“City”) and the Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local #320 (“Union”).

**WHEREAS**, the City has adopted a 21-day work period where Firefighters may work up to a maximum of 159 hours before the City is required to pay overtime compensation pursuant to the Fair Labor Standards Act;

**WHEREAS**, on January 8, 2021, the City sent a letter to the Union placing the Union on notice that the City intended to discontinue and no longer recognize the past practice of compensating Firefighters nine (9) hours of overtime at time and one half of the hourly rate, regardless of whether the Firefighters worked more than 159 hours in a work period;

**WHEREAS**, the City and the Union are parties to a January 1, 2024 - December 31, 2025 Collective Bargaining Agreement (“CBA”) governing the general terms and conditions of employment for Firefighters employed by the City;

BE IT RESOLVED, that during the term of the current 2024-2025 CBA, the parties agree that Firefighters will be compensated as overtime the hours in excess of the 159 hour work period, whether the hours in the shift are compensated for work, PTO, vacation, or sick time.

**BE IT FURTHER RESOLVED**, that the City has not waived its right to end the past practice upon the expiration of the 2024-2025 CBA, and the Union will need to negotiate for subsequent continuation of the practice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding on the dates recorded below their respective signatures.

**CITY OF HASTINGS**

**INTERNATIONAL ASSOCIATION  
FIREFIGHTERS  
UNION, LOCAL NO. 5113**

\_\_\_\_\_  
Mary Fasbender, Mayor

\_\_\_\_\_  
Jamie Stevens, President

\_\_\_\_\_  
Dan Wietecha, City Administrator

\_\_\_\_\_  
Phil Nelson, Vice-president

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

\_\_\_\_\_  
Kaitlin Neuman, Secretary/Treasurer

**MEMORANDUM OF UNDERSTANDING**

**Alternate Schedule Wages and Current Fire Inspector Wages**

This Memorandum of Understanding (MOU) is entered into by and between the City of Hastings (“City”) and the International Association of Fire Fighters Local #5113 (“Union”), on behalf of the Fire Fighters bargaining unit, for the purpose of final implementation of the 2022 Compensation and Classification study for the Fire Inspector, and identifying wages for employees assigned to an alternate shift. The City and Union shall collectively be referred to as “the Parties.”

WHEREAS, the final stage of implementation of wage adjustments for the current Fire Inspector occurs in 2024; and

WHEREAS, the City has identified two versions of an alternate shift: a schedule averaging 40 hours per week and a schedule averaging 44 hours per week; and

WHEREAS, the City and Union agree to retain the delineation of alternate shift wages in a Memorandum of Understanding; and

WHEREAS, the Parties agree that the establishment of wages for alternate shift employees is the subject of bargaining; and

WHEREAS, the Parties wish to set base wages for the potential power truck consistent with the base wages for current firefighters;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing recitals, the Parties hereby agree as follows:

**ARTICLE XXIII. WAGES**

**Current Fire Inspector**

	January 1, 2024	January 1, 2025
24 months	\$42.44	NA
36 months	\$44.30	\$45.85

**Alternate Schedule—14-day work week consisting of 80 scheduled hours**

	January 1, 2024 4% COLA	January 1, 2025 3.5% COLA
Start	\$33.11	\$34.27
6 month	\$35.28	\$36.51
12 month	\$37.48	\$38.79
24 month	\$39.66	\$41.04
36 month	\$41.84	\$43.30

Alternate Schedule—14-day work week consisting of 88 scheduled hours

	January 1, 2024 4% COLA	January 1, 2025 3.5% COLA
Start	\$30.11	\$31.16
6 month	\$32.07	\$33.20
12 month	\$34.07	\$35.26
24 month	\$36.06	\$37.32
36 month	\$38.03	\$39.36

Stipend

As an exception to the current *Memorandum of Agreement: Overtime*, Firefighters assigned to an alternate schedule as provided herein will also receive a stipend per pay period as noted below.

Start	\$225.05
6 month	\$239.58
12 month	\$254.61
24 month	\$269.37
36 month	\$284.13

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by its duly authorized representatives.

CITY OF HASTINGS

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL NO. #5113

Approved by the Hastings City Council:

Approved by the Union:

\_\_\_\_\_  
Mary D. Fasbender, Mayor

\_\_\_\_\_  
Jamie Stevens, President

\_\_\_\_\_  
Dan Wietecha, City Administrator

\_\_\_\_\_  
Philip Nelson, Vice President

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

\_\_\_\_\_  
Kaitlin Neuman, Secretary/Treasurer