



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Julie Flaten, Administrative Services Director
Date: February 16, 2021
Item: 2021 Collective Bargaining Agreement

Council Action Requested:

Approve the 2021 union contract for Teamsters Local #320 Fire Captains Unit

Background Information:

It is recommended that the Council act approving the union contract for the Teamsters Local #320 Fire Captains. The contract term is for January 1, 2021 through December 31, 2021.

Proposed changes include:

- 2.0% cost of living adjustment on January 1st and a 1.0% cost of living adjustment on July 1, 2021, paramedic premium adjustment
- No increase but change in how holidays hours are administered

Financial Impact:

Wage adjustments are included in the 2021 budget

Advisory Commission Discussion:

N/A

Council Committee Discussion:

The Finance Committee discussed compensation adjustments as part of the preparation of the 2021 budget.

Attachments:

Teamsters Local #320 Collective Bargaining Agreement

LABOR AGREEMENT

between

CITY OF HASTINGS

and

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



REPRESENTING
FIRE CAPTAIN'S UNIT

January 1, 2021 – December 31, 2021

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LABOR AGREEMENT
between
CITY OF HASTINGS
and
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION,
LOCAL #320 FIRE CAPTAINS UNIT

ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021 between the City of Hastings, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, 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 essential supervisory Fire Captains employed by the City of Hastings Fire & EMS Department, Hastings, Minnesota who are public employees within the meaning of Minn. Stat. 179.03 Subd. 14 excluding all other employees.
- 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:** The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.2 **Employee:** A member of the City of Hastings Fire & EMS Department.

- 3.3 **Union Member:** A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320.
- 3.4 **Department:** The City of Hastings Fire & EMS Department.
- 3.5 **Employer:** The City of Hastings.
- 3.6 **Fire & EMS Director:** The Fire and Emergency Medical Services Director for the City of Hastings.
- 3.7 **Union Officer:** Officer elected by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 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 Fire Captain, 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 make a decision 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 "Total seniority" shall be determined by the employee's length of continuous full-time employment with the Fire & EMS Department.

"Classification seniority" shall be defined as the length of cumulative service in a specific job classification with the EMPLOYER where "total seniority" remains unbroken. Classification seniority is used to determine the order of layoff when there is a specific reduction in a classification.

The department shall maintain and post a current seniority list during this AGREEMENT.

- 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 Reduction of work force will be accomplished on the basis of total seniority. Employee shall be recalled from layoff on the basis of total 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 classification seniority from October 17 to October 31 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 November 14th of the current year. After November 14th or post approval, all vacation requests will be first come first serve until the next vacation selection process.
- 9.5 A reduction of work force will be accomplished on the basis of total 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.

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 All discipline will be reduced to writing.
- 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.

ARTICLE XI. CONSTITUTIONAL PROTECTION

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

ARTICLE XII. HOURS OF EMPLOYMENT

The regular workweek for Fire Captains shall consist of an average of fifty-three (53) hours in one (1) week.

An employee who is not required to remain on the Employer's premises and is free to engage in their own pursuits, subject only to the understanding that the employee leave word at their home or with the Employer where they can be reached by the Employer, they are not working while "on call." 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 changes will be allowed, with prior supervisor approval, at any time during the current posted master schedule. Shift trades will not result in overtime or create a 48 hour shift.

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 (1½) times their regular hourly rate. If an employee is assigned to respond to the fire station at any time while not regularly

scheduled to work, such pay shall be at the regular overtime rate. A minimum of one and one-half (1½) hours at overtime rate will be paid for ambulance calls. Overtime will be distributed as equally as practicable.

Hours scheduled to work on New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas will be paid at 1.5 times the regular hourly rate. Premium pay is earned for those hours worked on the actual holiday listed above.

Use of vacation or sick time, during the work period defined by the City, does not count towards hours worked for calculating FLSA overtime eligibility.

ARTICLE XV. HOLIDAYS

Fire Captains 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 1/12th of the total number of holidays granted in the paragraph above for each month or major fraction thereof worked.

Fire Captains shall receive a credit for 72 hours that shall be taken as additional vacation days. These days must be taken during the year in which they are earned. These hours may be taken in twelve (12) or twenty-four (24) hour increments. Vacation day usage shall not result in overtime.

ARTICLE XVI. EDUCATION INSTRUCTION TIME

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

ARTICLE XVII. VACATION

17.1 For Captains, vacation shall be accumulated on the following twelve (12) hour day basis:

YEAR OF SERVICE	DAYS OF VACATION
0- 1 year	8 days (96 hours)
After 1 thru 5 years	10 days (120 hours)
After 5 years	11 days (132 hours)
After 6 years	12 days (144 hours)
After 7 years	13 days (156 hours)
After 8 years	14 days (168 hours)
After 9 years	15 days (180 hours)
After 10 years	16 days (192 hours)
After 11 years	17 days (204 hours)
After 12 years	18 days (216 hours)
After 13 years	19 days (228 hours)
After 14 thru 19 years	20 days (240 hours)
After 19 years	25 days (300 hours)

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

- 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 Fire Captains 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. The Employer may require a doctor's certificate of any sick leave claim by a Fire Captain that exceeds three (3) consecutive 24-hour shifts.

Prolonged Illness Bank

Captains: From January 1, 1997, 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. For employees who have accumulated in excess of one hundred thirty (130) days (1560 hours), this agreement shall start from the balance accrued as of January 1, 1997 and shall not be retroactive.

- 18.2 **Personal Leave:** All Fire Captains of the City shall be entitled to six (6) days (72 hours) personal leave per occurrence, which shall 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 a 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 retires at age 65, or as otherwise provided by law, or is forced to retire due to physical condition not allowing them to continue gainful employment, or voluntarily 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, all and in each case after ten (10) years of service, he/she will receive fifty percent (50%) of unused sick leave and prolonged illness sick leave, based on his/her current hourly rate, as severance pay of the first 160 days of accumulated sick leave.

Maximum payment:

- Captain: up to a maximum of the first 160 days (1920 hours) of accumulated sick leave.

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. Eligible 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. For 2021 the City will contribute 70% towards the premium of family plans and 65% towards the premium of employee plus spouse and employee plus child(ren) plans. Employees will be responsible for paying the remaining percentage of the premium, which will be done through payroll deduction.

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

Also, the City will provide a long-term disability insurance policy with no cost to the employee, as follows:

Eligibility: Each active, full-time employee who works a minimum of thirty (30) hours per week, except temporary employees.

Qualifying Period: Benefits accrued with respect to any one period of total disability after the expiration of a qualifying period of three (3) consecutive months.

Benefit Period: Monthly benefits are payable during the continuance of total disability as follow, but in no event are benefits payable beyond the attainment of age 65.

- a. Total disability due to sickness to age 65.
- b. Total disability due to an accident to age 65.

Monthly Schedule Amount: Sixty percent (60%) of normal monthly earnings to a maximum benefit of \$5,000.

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 Effective January 1, 2019 3.0% cost of living adjustment.

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

	January 1, 2021	July 1, 2021
Captain	2.0% COLA	1.0% COLA
	Hourly	Hourly
24 months	\$33.02	\$33.35
12 months	\$31.93	\$32.25
Start	\$30.89	\$31.19

Retro pay is only paid to current City employees.

- 23.2 **Longevity**

Longevity shall be payable as follows:

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

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

If the Union chooses to establish a Post Retirement Health Care Savings Account, the City agrees to management the administration of that account.

Retirement Health Savings Plan (RHS) - The Union and the City agree to implement a RHS plan as agreed upon by the membership. It is understood there will be no charge to the current level of severance payout calculations.

