

AGREEMENT

BETWEEN

THE CITY COUNCIL OF CLOQUET, MINNESOTA

And

TEAMSTERS GENERAL LOCAL UNION NO. 346

JANUARY 1, 2024 - DECEMBER 31, 2026

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Appendix A
Employees and Compensation Schedule

THE CITY OF CLOQUET, hereinafter referred to as the, "Employer" and the TEAMSTERS GENERAL LOCAL UNION NO. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union" agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS: This Agreement is intended to secure proper employment terms and conditions of said Employee and to advance friendly relations between the Employer and the Employees. Both the Employer and Employees agree to carry it out fairly.

ARTICLE 1

RECOGNITION:

- 1.1 The Employer agrees to and does hereby recognize the Teamsters General Local Union No. 346 of the International Brother of Teamsters, and those persons authorized to and acting in behalf of said Labor Union.

REPRESENTATION:

- 1.2 The Union shall be the sole representative of all classifications of Employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any Employee because of Non-Union affiliation.

CHECK-OFF:

- 1.3 Upon receipt of written notice from an Employee to deduct from their salary the monthly Union dues, the Employer shall make such payroll deduction and remit same to the Financial Secretary of the Union.

ARTICLE 2

INDIVIDUAL AGREEMENT:

- 2.1 The Employer agrees not to enter into any Contract or Agreement with his Employees, individually or collectively, which in anyway conflicts with the terms and provisions of this Agreement.

ARTICLE 3

DISMISSAL:

- 3.1 The Employer agrees that it will act in good faith in the dismissal of any Employee. Should the Union present a grievance in connection with the dismissal of any Employee within 10 days of such dismissal to the Employer, the dismissal shall be reviewed under the terms of the Grievance Procedures as specified in Article 4.

ARTICLE 4

EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

- 4.1 For the purpose of this Agreement, the term "grievance" means any dispute arising concerning the Interpretation or application of the express provisions of the Agreement or any term or condition of employment.

UNION REPRESENTATIVES

- 4.2 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.

PROCESSING OF A GRIEVANCE

- 4.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of Grievances as hereinafter provided are 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 the 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 the 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.

PROCEDURE

- 4.4 Grievances, as defined by Section 4.1, shall be resolved in conformance with the following procedures:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employer Designated Representative. 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, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer Designated Representative 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.

Step2. If appealed, the written grievance shall be presented by the UNION and discussed with the Police Chief. The Police Chief 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 Police Chiefs 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.

Step3. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The City Administrator shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Administrator'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.

Step4. A grievance unresolved in Step 3 and appealed in Step 4 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

ARBITRATOR'S AUTHORITY

- 4.5 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.
- 4.5 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.

- 4.5 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.

WAIVER

- 4.6 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 agreement of the EMPLOYER and the UNION.

ARTICLE 5

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 6

PAY PERIOD:

- 6.1 All employees covered by this Agreement shall be paid in full bi-weekly. Not more than one pay period shall be held on an employee. All employees shall be paid at the end of their working pay period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after work period. The Union and Employer may, by mutual agreement, provide for semi-monthly or bi-weekly pay periods. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purposes.

ARTICLE 7

BONDS AND PREMIUMS:

- 7.1. The primary obligation to provide bond coverage for employees shall be on the Employer. Should the Employer or any State/Federal guidelines require an employee to have bonding coverage, any premium involved for such bonding shall be paid by the Employer.

ARTICLE 8

PHYSICAL EXAMINATION:

- 8.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the employer shall pay for all such examinations. Examinations are to be taken at a medical facility of the employee and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will be required to take examinations during their working hours, and receive compensation for all hours spent during such examinations.
- 8.2 The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee examined at the Union's expense.
- 8.3 Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 9

CONDITIONS OF EMPLOYMENT:

- 9.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and other Benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specified provisions for improvements are made elsewhere in this Agreement.

ARTICLE 10

STEWARDS:

- 10.1. The Employer recognizes the right of the Union to designate a Steward(s) to handle such Union business as may from time to time be delegated to the Steward(s) by the Union.

UNION BUSINESS:

10.2 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 serve in any capacity or other official union business, provided 48 hours written notice is given to the Employer 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 operations due to lack of available employees.

ARTICLE 11

EXPENSES:

11.1 All employees because of their duties, when asked to remain away from their home portals, shall receive food and lodging as per City Policy during their absence, in addition to the regular hourly wages.

MILEAGE:

11.2 Where an employee is expected to use his own car in line of duty, he shall be paid mileage at the maximum non-taxable amount allowed under Internal Revenue Service Regulations and the Employer shall have blanket coverage on insurance.

ARTICLE 12

LEAVES OF ABSENCE:

12.1 Any employee desiring leave of absence from his employment shall secure written permission from Employer. The maximum leave of absence shall be for thirty (30) working days and may be extended for like periods. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer.

FUNERAL LEAVE:

12.2 A. When a death occurs in an employee's immediate family, all regular full-time employees may take up to two (2) days off with pay to attend the funeral or make funeral arrangements. The employee may make arrangements with his or her supervisor for up to an additional three (3) days off to be deducted from an employee's accrued ESST in the instance of the death of an immediate family member. Thus, the maximum number of ESST days off per event shall not exceed five (5).

12.2 B. Time off without pay may be provided so that employees can attend the funeral of individuals other than immediate family. Employees may take unused vacation or personal time with the approval of his/her supervisor, but ESST cannot be used.

Immediate family shall be defined as follows:

Father	Wife	Mother-in-law	Grandparents
Mother	Husband	Father-in-law	Grandchildren
Brother	Daughter	Sister-in-law	Step Children
Sister	Son	Brother-in-law	Step Parents

12.2 C. Any death occurring in City Employment can be attended by City employees without loss of time; time allowed one-half (1/2) day. Discretion shall be used by employees.

ARTICLE 13

PROBATIONARY PERIOD:

- 13.1 All newly hired employees shall serve a twelve (12) month probationary period of continuous service. During such probationary period they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure.
- 13.2 Upon completion of the twelve (12) month probationary period, the employee shall be granted seniority rights from the date he was originally hired and shall be paid not less than wages paid in classifications as shown on attached schedule.

ARTICLE 14

SENIORITY:

- 14.1 The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment, provided, however, that no time prior to a discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.
- 14.2 The policy of seniority shall prevail to regular employees with full employment annually.
- 14.3 The seniority list shall be posted and kept up to date by the Employer. A copy of the up-to-date list shall be made available to the Secretary of Local No. 346. Said seniority list shall contain name and starting date of each employee.
- 14.4 Where qualifications and ability are equal, then seniority shall prevail.
- 14.5 Seniority shall prevail in the selection of newly established shifts or shift work.
- 14.6 Any Officer who holds the classification Sergeant or Detective may elect to return to or transfer to either classification without loss of seniority. Transfers are subject to a

vacancy or transfer opportunity and subject to approval of the Police Chief.

- 14.7 All officers with the classification of Sergeant or Detective shall be equal in rank. In the event that the Police Chief and Police Commander(s) are unavailable, the Sergeant or Detective with the most departmental seniority would become the ranking officer at the Police department.

ARTICLE 15

PROMOTIONS

- 15.1 It shall be the policy of the Employer to promote to the supervisory position, insofar as possible, from the ranks of the employees. Such supervisory positions shall be posted in locations consistent with city policy for a minimum of ten (10) days prior to filling said position and all applications submitted in writing by interested applicants. The promotional process shall be governed by the current city policy in effect at the time of application.
- 15.2 Seniority will be considered, but may not necessarily be the deciding factor in filling supervisory positions. Qualifying factors for candidates will also include the following:
- a) Ability to perform related work
 - b) Attitude
 - c) Aptitude
 - d) Employment Record
 - e) Assessment of Leadership Skills
- 15.3 If requested in writing by an employee, the Employer will provide all unsuccessful applicants for a promotion with an explanation as to why they were not selected to the extent the Employer is not legally prohibited from providing such information.
- 15.4 The successful applicant shall have a six (6) month trial period in which to demonstrate his ability to perform the job. If during said period the Employer considers the employee unqualified, he shall be returned to his former position without loss of seniority rights. At any time during the trial period the employee may elect to return to his former position without loss of seniority rights, it is understood that if the employee elects this option that other employees serving a similar trial period may also be required to return to their previous position.
- 15.5 The Employer may make immediate temporary assignments to fill any supervisory vacancy while the job posting procedures are being carried out.

ARTICLE 16

NEW POSITIONS AND TRANSFERS

- 16.1 All new positions shall be posted in locations consistent with city policy for a minimum of ten (10) days prior to filling said position and all applications submitted in writing by interested applicants. Such notice shall state prerequisites for the position to be filled and said prerequisites shall be consistent with the requirements of the job.

16.1 In filling new positions, seniority will be considered, but may not necessarily be the deciding factor in filling positions. Qualifying factors for candidates will also include the following:

- a) Ability to perform related work
- b) Attitude
- c) Aptitude
- d) Employment Record
- e) Consistency with identified career goals

16.2 All grievances in connection with the filling of a job vacancy or new position shall be referred to the proper step of the grievance procedure of this Agreement.

16.3 The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out.

16.4 Permanent patrol shift vacancies will be posted on the bulletin board. All postings will be made as soon as practical to allow for as much advanced notice as possible. ten (10) days prior to filling said vacancy. Employees with an interest in filling a shift vacancy shall submit their request in writing to their assigned supervisor prior to the closing of the posting period. The Employer will review and consider the request when making shift assignments.

ARTICLE 17

SEPARABILITY AND SAVINGS CLAUSE:

17.1 If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

17.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the union, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 18

VACATIONS:

18.1 For the purpose of this paragraph and contract, a vacation week is described as a standard week provided for in this Contract. Vacation pay is defined as a regular rate of pay at which an employee is employed for a standard week or a standard day.

18.2 Eligibility:
Regular full-time employees shall accrue paid vacation leave according to the schedule detailed in Section 18.3. No other types of employees are eligible for or shall accrue vacation leave with pay. A probationary employee shall be eligible to use or be paid for accrued leave upon hire.

18.3 Amount:
Any eligible employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

Years of Continuous Service	Hours/ Vacation Pay Period	Maximum Year-end Hours per year	Carryover Into the next year
0-5	3.5	91	110
6-10	5.00	130	130
11-15	8.0	208	208
16+	9.5	247	247

Upon hire of new officers the City will negotiate wage and vacation accrual based on full-time licensed law enforcement experience.

During any calendar year there shall not be any limitation to the amount of vacation time that any employee may accumulate. Employees whose accrued leave exceeds their cap on December 31 will lose all of the time that exceeds the cap.

18.4 Seniority as provided for in this Contract shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Employer and Employee.

A. Use: All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacations except where agreed upon by the Employer.

B. Terminal Leave: If an employee is discharged or leaves their work for their own benefit, they shall be compensated for all accrued and unused vacation at the date of separation, (last day worked).

C. Schedule: Should the requested vacation time interfere with the operation, the Employer and employee will arrange vacation nearest to the desired time

expressed by the employee that will not interfere with the operation.

- D. **Accrual During Leave:** An employee using earned vacation leave shall accrue vacation leave during such use. When a holiday or holidays shall occur during an employee's vacation, they shall not be required to use accrued vacation leave for those days.
- E. **When Taken.** Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- F. **Requests.** Requests for vacation and floating holidays submitted and processed prior to April 1st of each year will receive priority for approval. Unless contested prior to April 1st, such requests will remain approved and cannot be cancelled, modified or overridden by another on the basis of seniority.

18.5 **Other: Conditions Affecting Accrual of Vacation.** Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.

ARTICLE 19

RETIREMENT:

19.1 The present retirement plan is to be maintained for each employee covered by this Agreement.

ARTICLE 20

HOLIDAYS:

20.1 Regular employees shall be paid eight (8) hours pay at straight time hourly rate of pay for the following eleven (12) holidays celebrated as such and when not worked:

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Jr. Day	Fourth of July	Day after Thanksgiving
Veteran's Day	President's Day	Christmas Eve Day
Labor Day	Christmas Day	Juneteenth

One Floating Day with Supervisor's approval. Floating holiday to be paid at straight time for the length of the scheduled shift which shall not exceed twelve (12) hours.

20.2 Detectives shall be paid (8) hours pay at straight time hourly rate of pay for those holidays that land on a traditional weekend. Detectives will work those affected days when a holiday is observed by the Federal government at the regular rate of pay. For example, when Labor Day lands on a Sunday and all other Mon – Fri day shift employees are off on Monday in observance of Labor Day, Detectives may work their normal shift at regular pay.

20.3 For those employees scheduled to work on the holidays listed in this Agreement, pay shall be time and one half (1 1/2) in addition to their regular rate of pay for all hours worked. For those employees working a special event or circumstance for less than 8 hours on the holidays listed in this Agreement, pay shall be time and one half (1 ½) for those hours worked in addition to the 8

hours referred to in 20.1.

ARTICLE 21

WEEKLY HOURS AND OVERTIME RATES:

21.1 The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:

- a) hours worked on assigned shifts;
- b) holidays;
- c) assigned training;
- d) authorized leave time.

21.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

21.3 Overtime pay at the rate of one and one half (1 1/2) times the regular rate of pay shall be paid for all hours worked in excess of the employee's regularly scheduled shift.

A. Hours used for mandatory training/education to maintain an officer's license (as identified as post required) will be paid at 1.5 the employee's regular rate of pay if not during an employee's regular scheduled shift. Hours used for all other training/education activities will be paid at the employee's regular rate of pay. Examples of Post required training include:

- a) Day Shoot – approximately 3 hours annually
- b) Night/Cold Weather Shoot – approximately 3 hours annually
- c) Use of Force Defense Tactics – approximately 3 hours annually
- d) Law Enforcement EVOC Driving – approximately 8 hours once every 5 years

21.4 The following procedure when scheduling replacements for an overtime shift shall be followed:

Sergeant:

- When a sergeant vacancy occurs, the overtime shift shall be replaced by class seniority and seniority in this order:

Patrol Sergeant (based on class seniority)

Detective (based on class seniority)

Police Officer (based on class seniority)

- If both a sergeant and a police officer are off regardless of who created the vacancy, the vacant shifts shall be replaced per order as listed above.

Police Officer:

When a police officer vacancy occurs, the overtime shift shall be replaced by seniority in this order:

Corporals/Police Officers

Patrol Sergeant

Detective

- When a police officer creates a vacancy, the overtime shift shall be replaced by seniority with a police officer.
 - At no time shall a Sergeant/Detective with more department seniority bump a police officer and take a police officer's overtime shift.
 - At no time shall a police officer with more department seniority bump a Sergeant/Detective and take a sergeant's overtime shift.
- 21.5 All positions shall have the right to bid for overtime by seniority when it is available for special events or projects outside "normal" scheduled shifts. Exceptions shall be made when an officer with specialized skills or training is needed for the overtime assignment. (ie. K9, major crimes, crime scenes)
- 21.6 Additional Time Off for School Resource Officer. The person serving as the School Resource Officer, during the established school spring and winter breaks (March and December respectively), is authorized to be absent from the school property during periods of time students and faculty are on break without returning to the Cloquet Police Department for assignment of other duties or taking any form of earned paid time off.

REDUCTION OF WORK WEEK:

- 21.6 In the event that the maximum work week is reduced by legislative act or other governmental act, to a point below the regular work week provided herein, the rate of pay in the various classifications shall become open negotiations.

ARTICLE 22

STANDARD CALL-OUTS (Within 12 Hours)

- 22.1 Employees, when called to work before their scheduled start time or on scheduled days off WITHIN 12 HOURS OF THE VACANCY shall be paid as follows. It is also agreed that ALL call-outs shall be based on department seniority within the patrol division.
- A. Employees required to report to work before their scheduled start time or on scheduled days off will receive three (3) hours pay at one and one-half (1 1/2) times their hourly rate.
 - B. Employees shall be paid one and one-half (1 1/2) times their hourly rate of pay for all hours worked before their regular scheduled start time.
 - C. The employees' rate of pay shall be straight time during the period of their regular scheduled work day.
 - D. Should an employee work beyond the regular schedule they shall receive pay in accordance with the provisions of Article 21, Weekly Hours and Overtime Rates,

for actual time worked.

EMERGENCY CALL-OUT (Within 4 Hours)

22.2 When emergency call-out is needed within 4 hours of an upcoming shift change, officers working the upcoming shift will be first and in order of seniority.

- A. If the upcoming shift does not respond, emergency call-out will follow the procedures outlined for "Standard Call-Outs" in paragraph 22.1.
- B. The Police Officer serving in the rotational assignment within the detective unit will be treated as a "Police Officer" for consideration of department seniority for all call-outs.

COURT TIME:

22.3 Court time shall be handled as a call out if not occurring during a regular scheduled shift.

- A. Should an employee be notified by the Court that a scheduled court hearing has been cancelled within 12 hours of the scheduled hearing the employee shall still receive the call out pay detailed in subsection 1 above.

ARTICLE 23

EARNED SICK AND SAFE TIME (ESST) AND SEVERANCE PAY:

23.1 Regular full-time employees shall accumulate 4 hours of Earned Sick and Safe Time (ESST) per pay period with no limit on maximum accumulation.

Section 2.

Employees shall also be allowed to use ESST for the employee or family member's mental or physical illness, treatment or preventive care; (illness) The employee or family member's absence due to domestic abuse, sexual assault or stalking; (safety) Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; (closure) and When determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease. (illness)

Further, an Employee shall also be allowed to use up to 160 hours of ESST in any 12 month period. The City of Cloquet utilizes a twelve (12) month "rolling" period measured forward from the date the employee's first leave begins for absences due to illness or injury of the Employee's: child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis; Spouse, or registered domestic partner; Sibling, step sibling or foster sibling; Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child;

Grandchild, foster grandchild or step grandchild; Grandparent or step grandparent; Child of a sibling (niece, nephew); Sibling of your parents (aunts, uncles); Child-in-law or sibling-in-law; Any of the above family members of a spouse or registered domestic partner; Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; Up to one individual annually designated by the employee.

- 23.2 The Employer reserves the right to ask the employee for a note from a doctor excusing the absence for absences of 3 days or more as deemed necessary by the Employer.
- 23.3 ESST and vacation shall be computed as time worked for future benefits.
- 23.4 Upon retirement employees shall receive 33% of accumulated ESST, not to exceed 316 hours, to be paid at the employee's current rate of pay. Retirement means retirement of the employee after the employee's 50th birthday, the employee has fifteen (15) years of accumulated active duty with the employer and is eligible for PERA retirement benefits.
- 23.5 The severance payment will be contributed to the Employee's individual HCSA. For only those Employees retiring that are eligible for TRICARE, CHAMPUS, or VA benefits, the Employee at their election, may elect to instead receive the full severance payment as a cash payout instead of a payment to a HCSA as permitted with the approval of the HCSA provider.

ARTICLE 24

INJURY ON DUTY:

- 24.1 Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Workers' Compensation Insurance payments as long as the employee is eligible for Workers' Compensation Insurance payments. The difference in pay shall be charged to the employee's vacation, ESST or other accumulated paid benefits, after a three (3) working day waiting initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's ESST account less Workers' Compensation insurance payments.
- 24.2 If the work related injury causes the employee to be unable to work for a period of 31 work days the employee shall continue to be paid his full salary for a period not to exceed one year, and this absence due to injury shall not be charged against the Employees accumulated ESST. If an employee receives payment under Workers' Compensation, the employee's salary shall be reduced by the amount of Workers' Compensation payment.
- 24.3 The employee will accrue health and welfare and all other accrued benefits (except S.T.O.) on the same basis as he/she would accrue on active status unless otherwise limited as in the case of retirement benefit formulas.

ARTICLE 25

HEALTH & WELFARE

25.1 The Employer agrees to pay the cost of both the single plan and family plan in their present hospitalization plan which is now in effect according to the provisions of this Article. However, this Article is not to be construed as limiting the Employer to any set insurance carrier.

25.2 The City shall pay a minimum of eighty (80%) percent of the monthly premium for coverage as offered by the Teamster's health insurance plan. The City shall deduct from each eligible and enrolled Employee's salary or wages the remaining amount but not more than twenty (20%) percent of such premiums.

Beginning January 1, 2021, any premium cost in excess of nine hundred and eighty six dollars shall be paid thirty (30) percent by the employee and seventy (70) percent by the Employer. Such contributions shall be limited only for the premiums of the Teamsters Local 346 Health Plan E, Dental Plan G, and Vision Plan F. The figures contained herein are intended for the sole purpose to assist employees with these insurances. Under no circumstances will the employees overall contribution exceed 20% of the total premium cost.

25.2 A. Both parties agree to open the agreement for the discussion of Article 25 – Health and Welfare, if the Teamsters make coverage changes available during the term of this agreement. The Union will inform the City of any such coverage options and agreement must be reached between the Union and the City prior to the City being obligated to any change in City share of expense.

25.3 By the execution of this Agreement the City authorizes the Employers Association which are party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

25.4 **Claims-Against the Employer:** The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

25.5 **Duration of Insurance Contribution:** An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the Employer. Upon termination of employment, all insurance benefits shall cease as well as all employer participation and contribution shall cease effective on the first working day.

25.6 Employer agrees to provide insurance to protect officers in the event that officers are charged with false arrest, etc. up to the maximum of exposure of Minnesota Statutes 466.01 et. seq. or the maximum of the City's insurance coverage, whichever is greater.

25.7 In the event the health insurance provisions of this agreement fail to meet the requirements of the Patient Protection and Affordable Care Act (ACA) and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the union and the Employer will meet immediately to bargain over alternative provisions, as it applies to health insurance, so as to comply with the Act and avoid penalties, taxes or fines for the employer. Either party to the Agreement that requests a reopener under this Section shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such request is made.

DELINQUENT PAYMENT:

25.8 Notwithstanding anything herein contained, it is agreed that in the event the City is delinquent at the end of a period in the payment of its contribution to the Teamsters Local 346 Health Plan E, Dental Plan G and Vision Plan F, Life Insurance and the Public Employees Retirement Association, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments be made, and it is further agreed that in the event such action is taken, the city shall be responsible to the employees for losses resulting there from.

LIFE INSURANCE:

25.9 Each regular employee shall be insured with a \$50,000 term life insurance policy.

Paid Family and Medical Leave Act (PFML)

25.10 Beginning January 1, 2026 and continuing until the PFML act is changed, PFML premiums, based on an employee's taxable wages, will be paid half by the employer and half by the employee. An amount determined annually by the administrator of the program MN DEED.

ARTICLE 26

SHIFT DIFFERENTIAL:

26.1 Employees that begin a shift from 6:00 p.m. to 6:00 am shall receive in addition to regular pay a shift differential of \$0.80 per hour for each hour worked during that timeframe.

26.2 Employees that begin a shift from 1:00 p.m. to 6:00 pm shall receive in addition to regular pay a power shift differential of \$.40 per hour for each hour worked during that time frame.

ARTICLE 27

WAGES AND CLASSIFICATIONS:

27.1 Wages and classifications shall be attached to this Agreement as an appendix "A".

27.2 New hires/promotions - Per city policy new hires can be hired and placed anywhere on the step plan based upon their education, experience and skills. Thus timing flexibility is built into the 5 step plan addressing the

concern of union. Current employees promoted to the position of Sergeant or Detective shall during the term of the contract be placed upon the plan at the same wage as individuals in similar positions and progress through the plan as detailed above.

ARTICLE 28

UNIFORMS:

28.1 Uniform requirements are outlined in Cloquet Police Department Policy 1024. Pursuant to this policy officers will receive an annual \$500 Uniform Maintenance/Replacement allowance.

ARTICLE 29

LONGEVITY:

29.1 In addition to base salary, effective January 1, 2009, employees shall receive longevity pay according to the following schedule:

<u>Percent of Base Salary</u>	<u>Anniversary of Employment</u>
2.0%	after 5 th
2.5%	after 10 th
3.0%	after 15 th
3.5%	after 20 th

ARTICLE 30

CANINE OFFICER PAY

30.1 A Police officer assigned by the Employers as Canine Officer shall receive one-half (1/2) hour straight time pay at their regular hourly base wage rate for days the employee is scheduled for duty. For those days, the employee is not scheduled for duty the employee shall receive one-half (1/2) hour of compensation at one and one-half (1 ½ x) their regular hourly base wage rate. No extra compensation shall be provided for days the employee does not have the dog at home or for days they do not personally care for the dog when the dog is kenneled at the City's expense.

ARTICLE 31

JOB TRANSFER:

31.1 When employees are assigned to work in a higher classification, the employee shall receive the higher rate of pay for each hour such work is performed. At no time shall employees receive rates of pay that are lower than their classification pay schedule.

ARTICLE 32

WAIVER

32.1 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.

32.2 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 terms or conditions of employment not removed by law from bargaining. All agreements and understandings 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 unqualifiedly 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 parties at the time this contract was negotiated or executed.

ARTICLE 33

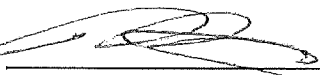
DURATION

This Agreement shall be effective from the 1st day of January 2024, and effective up to and including the 31st day of December, 2026, and shall automatically renew itself thereafter, until and unless either party, at least one hundred eighty (180) days before the 31st day of December, 2026, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire December 31, 2026. If the notice is one of modification, the parties shall then begin negotiations on the proposed modification, as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and conditions of the Agreement on which there was no request for modification shall remain in full force and effect.

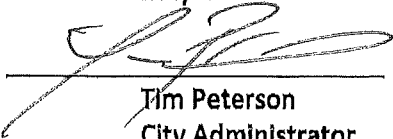
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 29 day of May, 2024.

FOR: THE CITY OF CLOQUET


FOR: TEAMSTERS GENERAL LOCAL UNION No. 346

By: 

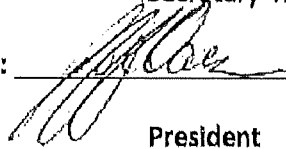
Roger Maki
Mayor

By: 

Tim Peterson
City Administrator

By: 

Secretary-Treasurer

By: 

President

Appendix "A" Wages Proposals

Increase the Compensation Schedule based upon the following:

January 1, 2024

- On 1/1/24 all employees shall receive a 6% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2025

- On 1/1/25 all employees shall receive a 5% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

January 1, 2026

- On 1/1/26 all employees shall receive a 4% pay raise
- On January 1, based upon the satisfactory completion of the employee's annual performance evaluation, an employee shall be eligible to move to the next step in the pay plan.

Trainer Pay:

- Field training officer's incentive pay shall be \$4.00 per hour worked as field training officer during any work shift that they are recorded as a field training officer in writing by the Chief or his/her designee.
- Trainer - Effective upon ratification, an employee who is assigned, by written order of the Chief, to be a department trainer in the subjects of firearms proficiency, defensive tactics, or other areas as determined by the Chief, shall receive \$4.00 per hour for time worked as a trainer during any work shift in which the employee does planned and approved training work.

2024 Teamsters 346 Union Positions (6%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$ 57,600.54	\$ 61,703.14	\$ 66,097.95	\$ 70,805.77	\$ 75,848.91
Detective	15	350	\$ 64,719.97	\$ 69,329.88	\$ 74,267.88	\$ 79,557.37	\$ 85,223.85
Patrol Sergeant	15	353.5	\$ 64,719.97	\$ 69,329.88	\$ 74,267.88	\$ 79,557.37	\$ 85,223.85

2025 Teamsters 346 Union Positions (5%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$ 60,480.57	\$ 64,788.30	\$ 69,402.84	\$ 74,348.06	\$ 79,641.38
Detective	15	350	\$ 67,955.97	\$ 72,798.14	\$ 77,981.04	\$ 83,535.24	\$ 89,485.04
Patrol Sergeant	15	353.5	\$ 67,955.97	\$ 72,798.14	\$ 77,981.04	\$ 83,535.24	\$ 89,485.04

2026 Teamsters 346 Union Positions (4%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$ 62,899.79	\$ 67,379.83	\$ 72,178.88	\$ 77,319.90	\$ 82,827.01
Detective	15	350	\$ 70,874.21	\$ 75,707.98	\$ 81,100.28	\$ 86,876.85	\$ 93,084.44
Patrol Sergeant	15	353.5	\$ 70,874.21	\$ 75,707.98	\$ 81,100.28	\$ 86,876.85	\$ 93,084.44

LETTER OF UNDERSTANDING
By and Between
TEAMSTERS LOCAL #346
And
THE CITY OF CLOQUET

This Letter of Understanding (“LOU”) is made by and between City of Cloquet (“Employer”) and Teamsters General Local Union No 346 (“Union”).

Recitals

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and Union are parties to a labor contract for January 1, 2024 through December 31, 2026;

WHEREAS, the City recognizes the competitive nature of the local market for Police Officers;

WHEREAS, the City of Cloquet, City Council did on, June 18, 2024 approve a one-time market adjustment increase of \$1.78 per hour to police officer pay to be effective July 1, 2024;

NOW, THEREFORE, all parties hereto agree as follows below.

Agreement

Article 1.

Appendix A

A one-time market adjustment increase of \$1.78 per hour will be made to police officer pay effective 1 July, 2024.

Article 2. Entire Understanding

This LOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this LOU, other than the representations, covenants, or inducements contained and memorialized in this LOU. This LOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this LOU.

Article 3. Limitations

This LOU is intended for the sole and limited purpose specified herein. This LOU does not constitute or establish any waiver or admission of the Employer that the subject matter of this LOU is negotiable or that it is bound by terms of conditions of employment of predecessor employers, precedent, or past practice, or otherwise place any prohibition or limitation on any

management right of the Employer except as otherwise prohibited or limited by the express terms of this LOU. The Employer expressly reserves the right to exercise all of its management rights without limitation, including the right to make any decision and implement any such decision related to these issues consistent with the law in its sole discretion.

Article 4 Amendment or Modification

This LOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the LOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 5. Voluntary Understanding of the Parties


The parties hereto acknowledge and agree that this LOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 6. Execution and Effective Date

This LOU is executed and effective on the latest date affixed to the signatures below.

IN WITNESS HEREOF, the parties hereto have made this LOU on the latest date affixed to the signatures on the next page.

FOR THE EMPLOYER



Mayor

Date: 7/01/24



City Administrator


Date: 7/1/24

FOR THE UNION



President

Date: 6-24-24



Staff Representative

Date: 7/11/24

2024 Teamsters 346 Union Positions (6%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$29.4726	\$31.4450	\$33.5579	\$35.8212	\$38.2458
Detective	15	350	\$32.8954	\$35.1116	\$37.4856	\$40.0287	\$42.7530
Patrol Sergeant	15	354	\$32.8954	\$35.1116	\$37.4856	\$40.0287	\$42.7530

2025 Teamsters 346 Union Positions (5%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$30.9462	\$33.0172	\$35.2358	\$37.6123	\$40.1581
Detective	15	350	\$34.5401	\$36.8671	\$39.3599	\$42.0302	\$44.8907
Patrol Sergeant	15	353.5	\$34.5401	\$36.8671	\$39.3599	\$42.0302	\$44.8907

2026 Teamsters 346 Union Positions (4%)

<u>Job Classification</u>	<u>Grade</u>	<u>Points</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Police Officer	13	305	\$32.1840	\$34.3379	\$36.6452	\$39.1168	\$41.7644
Detective	15	350	\$35.9217	\$38.3418	\$40.9343	\$43.7114	\$46.6863
Patrol Sergeant	15	353.5	\$35.9217	\$38.3418	\$40.9343	\$43.7114	\$46.6863

Note: In order to provided 24/7 coverage all officers work the "DuPont Schedule" resulting in officers working 2184 hours per year.