

LABOR AGREEMENT

BETWEEN

THE CITY OF CLOQUET, MINNESOTA

AND

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

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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ARTICLE 1. INTRODUCTION

- 1.1 This Agreement is entered into between the City of Cloquet, hereinafter referred to as “Employer,” and Minnesota Teamsters Public and Law Enforcement Employees’ Union, Local #320, hereinafter referred to as the “Union”. The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms and conditions of employment required under the Public Employment Labor Relations Act.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative of all licensed essential supervisory employees employed by the Employer in the classifications of Police Chief and Commander, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subd. 14, excluding confidential and all other City employees.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Teamsters General Local Union 320.
- 3.2 Employer: The City of Cloquet.
- 3.3 Employee: An Employee in the appropriate unit that the Union is the exclusive representative of.

ARTICLE 4. UNION SECURITY

- 4.1 The Union may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) representing the bargaining unit upon execution of this Agreement and thereafter promptly certify to the Employer any successor business representative(s) representing the bargaining unit.
- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
1. There shall be no more than 1 steward.
 2. The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The employer must approve the time off. The steward shall notify the Employer upon resumption of their work.

- B. A non-employee business representative of the Union, previously certified to the Employer as provided herein, may, with prior notice to and approval of the Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

4.2 In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deductions as requested by the Union; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 2 of this Article.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all staffing, facilities, methods, and equipment; to establish, modify, and eliminate functions, positions, job classifications, and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct and determine the number of and specific personnel; to establish work schedules and working hours; to assign Employees hours of work, overtime, duties, tasks, and jobs; to hire, promote, transfer, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; to contract for goods and services; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this Agreement to the extent practicable; and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement, are retained by the Employer.

5.3 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.

5.4 The Employer's rights specified in Section 5.1 above will not be deemed to exclude other inherent management rights or management functions not expressly delegated in this Agreement.

- 5.5 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6. INSURANCE

- 6.1 The City will offer a group health insurance plan. All plan provisions are governed by the Summary Plan Description (SPD) and not by the labor contract. However, this Article is not to be construed as limiting the Employer to any set insurance carrier.
- 6.2 Each regular employee shall be covered under the Teamsters Health Insurance Plan(s) for each employee who has been on the payroll thirty days (30) or more.
- 6.3 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. 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 assists employees with these insurances. Under no circumstances will the employees overall contribution exceed 20% of the total premium cost.

- 6.4 An employee may opt out of the Teamster's health insurance plan upon provision of proof of other health insurance coverage during annual open enrollment period each year. Employees electing to opt out shall receive a \$187.50 quarterly payment (\$750 total per year) paid with the last payroll of each quarter. An employee may only re-enroll in the health plan upon a qualifying event as determined by the IRS and/or health insurance carrier. Upon re-enrollment, no further payments shall be required. The quarterly payment shall be made to the employee's existing HRA account. In the case the employee/employee's spouse is otherwise contributing to an HSA the payment shall be made to the employee's deferred compensation account. Failure to meet opt-out criteria during the City's annual open-enrollment period will result in automatic enrollment in single insurance coverage.
- 6.5 Both parties agree to open the agreement for the discussion of Article 6 – Insurance, 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.

- 6.6 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.
- 6.7 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.
- 6.8 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 non-working day.
- 6.9 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.
- 6.10 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act 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 so as comply with the Act and avoid any penalties, taxes or fines for the Employer.
- 6.11 Each regular employee shall be insured with a \$50,000 term life insurance policy.
- 6.12 Paid Family and Medical Leave Act (PFML). 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 7. PROBATIONARY PERIOD

- 7.1 All newly hired or rehired Employees will serve a twelve (12) month probationary period (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union. At any time during the probationary period an Employee may be disciplined or terminated at the sole discretion of the Employer.
- 7.2 The probationary period shall also apply to all promotions to a job classification with higher duties and responsibilities and base pay rate on a regular and ongoing basis and reclassifications within the bargaining unit. If, during the promotional or reclassification

probationary period, the Employee does not meet the Employer's standards of performance, the Employee may be disciplined, demoted to his or her previous classification, or terminated at the sole discretion of the Employer.

ARTICLE 8. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

8.1 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.

8.2 UNION REPRESENTATIVES

The Employer will recognize Representatives designated by the Union as the grievance representative 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 within five days of such designation.

8.3 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 Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without 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 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.

8.4 PROCEDURE

Grievances, as defined by Section 8.1, 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 ten (10) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the City's Human Resource Director as designated by the Employer. The Employer designated Step 1 representative must receive the grievance. The Employer designated Step 1 representative will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within ten (10) calendar days after discussion.

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, shall be signed by the grievant 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 to Step 2, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative (City Administrator). The Employer designated Step 2 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's Step 2 answer in writing within ten (10) calendar days after discussion 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 Step 3 representative must receive the grievance. The Employer-designated representative shall give the Union representative the Employer's answer in writing 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 after receipt of such Step 3 grievance final answer shall be considered waived. 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.

- Step 4. The Union shall notify the Employer of a grievance unresolved in Step 3 and appealed to Step 4 in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. The Union shall notify the Bureau of Mediation Services within ten (10) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to mediation.

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.

- Step 5. 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 Union shall notify the Bureau of Mediation Services within ten (10) calendar days of that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a

list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within ten (10) calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will be then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

- 8.5 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.
- B. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be 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 close of the hearing or the submission of briefs by the parties, whichever is 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 expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. Testimony or participation of other Employees will not be paid by the Employer except as provided in this Article or as otherwise required by law. 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.

8.6 WAIVER

If a grievance is not presented within the time limits set forth above or fails to comply with any other requirements in this Article, it shall be considered waived. If a grievance is not appealed to the succeeding Step within the specified time limit or any agreed 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.

8.7 NO GROUP OR CLASS ACTION GRIEVANCES

Class action or group grievances are not permitted pursuant to this Agreement. Grievances must personally affect the named grievant.

8.8 SINGLE INSTANCE

A grievance can only involve one specific instance on one specific date of the Employer's interpretation or application the Employee and union dispute or disagree with. If a grievance does not comply with this section, such grievance is null and void.

8.9 CHOICE OF REMEDY

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure.

ARTICLE 9. DISCIPLINE

9.1 Nothing in the Agreement shall abridge the Employer's right to discipline. Any such written discipline for Employees not in their probationary period may be pursued as a grievance under the grievance procedure in Article 8.

ARTICLE 10. HOLIDAYS

10.1 The following legal holidays shall be observed:

| | |
|------------------------|------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Juneteenth | Christmas Day |
| July 4th | 1 Floating Holiday |
| Labor Day | |

There shall be no banking or carryover from year to year of any holiday listed above.

10.2 If a holiday falls on a Saturday, the preceding Friday shall be considered a legal holiday. If a holiday falls on a Sunday, the following Monday shall be considered a legal holiday.

10.3 Employee must be working or on paid leave the last regular working day before holiday and first regular working day after holiday or holiday pay is forfeited.

ARTICLE 11. VACATION

11.1 Regular full-time Employees shall accrue vacation leave according to the schedule detailed in Section 2. 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.

- 11.2 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 |

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.

- 11.3 Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.
- 11.4. Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- 11.5 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.
- 11.6 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.

ARTICLE 12. EARNED SICK AND SAFE TIME (ESST)

- 12.1 Regular full-time employees shall accumulate four (4) hours of Earned Sick and Safe Time (ESST) per pay period to a maximum accumulation of nine hundred sixty (960) hours. ESST accumulation beyond the nine hundred sixty (960) hours shall be banked in a separate individual catastrophic ESST account to be used only when that Employee's regular ESST is completely exhausted in the case of a major illness or medical problem of the Employee or Employee's family member as defined under Section 2 which results in the Employee being unable to work for a period of 31 days or more. 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.
- 12.2 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.

- 12.3 Each Employee shall have available two (2) days of funeral leave per year to be used for death in the Employee's immediate family as described in Section 7. This benefit shall not accrue from year to year and is separate from ESST. After the two (2) days of leave are exhausted, additional ESST allowance for a death in an Employee's immediate family shall be up to three (3) days per occurrence for any distance less than 250 miles and five (5) days for anyone who has to travel more than 250 miles to a funeral for an immediate family member. The maximum number of days off per occurrence is five (5) days.

12.4 WORKER'S COMPENSATION

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 ESST, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee's ESST account less Workers' Compensation insurance payments unless the Employee elects not to use accrued ESST and opts to not be paid for this time.

- 12.5 Misuse of ESST benefits shall be just cause for disciplinary action and/or discharge.
- 12.6 Employees shall be allowed on a voluntary basis, to transfer ESST from their accrued unused ESST account to that of another Employee in need consistent with the City's Leave Donation Policy.
- 12.7 Upon retirement employees shall receive 33% of accumulated ESST, not to exceed three hundred sixteen (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.

ARTICLE 13. HOURS OF WORK

- 13.1 The basic work week shall be five (5) eight (8) hour days per week, Monday through Friday.
- 13.2 All employees shall be granted a fifteen (15) minute rest period in the morning and a ten (10) minute rest period in the afternoon.
- 13.3 Employees may work special events or projects outside “normal” scheduled shifts only when said hours are funded by external sources and result in zero (\$0.00) cost to the City i.e. pay, benefits or taxes and if the shifts for those special events or projects are not filled or able to be filled by local 346 members of the department. At no time shall Employees work a shift or bump another officer to make said shift available.

ARTICLE 14. WAGES

- 14.1 Employees will be compensated as outlined in Appendix A. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.
- 14.2 Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This step increase will be effective on the beginning of the first full pay period following the new year. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.

ARTICLE 15. SENIORITY

- 15.1 Seniority shall be defined as the length of continuous service with the Employer.
- 15.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 15.3 Seniority shall terminate when an employee is separated from employment.
- 15.4 Seniority shall not accrue under the following conditions:
 - 1 During a period of layoff;
 - 2 During a period of an unpaid leave of absence other than military leave or other applicable law; or
 - 3 During a period in which the employee is not in employment status.
- 15.5 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department as determined by

the Employer's review of performance evaluations, instances of counseling and discipline.

- 15.6 An employee's right to recall shall exist for twelve (12) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.
- 15.7 If the City restructures the command staff which results in elimination of a command staff position(s) and the layoff of an employee, the laid off employee will be ranked at the top of an eligible list for Patrol Officer job classification. The laid off employee will remain on the eligible list through the earliest of the following date: (i) 12 months after the final date of employment that resulted from the layoff; (ii) they are offered employment as a Patrol Officer, but reject the offer; or (iii) they begin employment in another job classification in the City.

ARTICLE 16. UNIFORMS

- 16.1 The Employees will be provided any items and/or allowance as established by Employer.

ARTICLE 17. SAVINGS CLAUSE

- 17.1 This agreement is subject to the laws of the United States, the State of Minnesota, and the City. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 18. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 18.1 This Agreement shall represent the complete agreement between the Union and the Employer.
- 18.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this

Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- 18.3 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.
- 18.4 The parties shall not be bound to continue any practice.

ARTICLE 19. MUTUAL CONSENT


- 19.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 20. DURATION

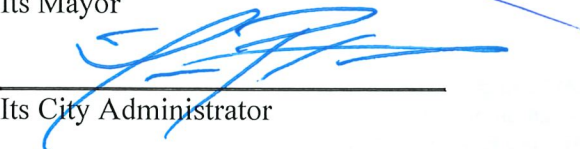
- 20.1 This Agreement will be effective January 1, 2024 and shall remain in full force and effect until December 31, 2026.

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

FOR THE CITY OF CLOQUET



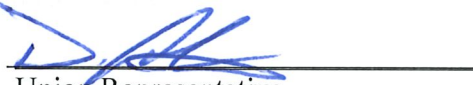
Its Mayor




Its City Administrator

Date: 9/4/24

FOR TEAMSTERS GENERAL
LOCAL 320



Union Representative



STEWARD

Date: 8/16/24

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 7/1/24 a Market Adjustment of \$1.78 per hour
- 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.

**(01-01-24) Teamsters 6%
2024 Teamsters 320 Union Positions
\$1.78 Mkt Adj Applied Effective 1 July Forward**

| <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 Chief | 21 | 610 | \$94,351.30 | \$100,939.62 | \$107,997.20 | \$115,557.45 | \$123,656.17 |
| Patrol Commander | 18 | 485 | \$79,516.08 | \$85,047.76 | \$90,973.44 | \$97,321.17 | \$104,121.02 |
| Administrative/Investigative Commander | 18 | 470 | \$79,516.08 | \$85,047.76 | \$90,973.44 | \$97,321.17 | \$104,121.02 |

2025 Teamsters 320 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 Chief | 21 | 610 | \$101,012.63 | \$107,930.37 | \$115,340.82 | \$123,279.08 | \$131,782.74 |
| Patrol Commander | 18 | 485 | \$85,435.64 | \$91,243.91 | \$97,465.87 | \$104,130.99 | \$111,270.83 |
| Administrative/Investigative Commander | 18 | 470 | \$85,435.64 | \$91,243.91 | \$97,465.87 | \$104,130.99 | \$111,270.83 |

2026 Teamsters 320 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 Chief | 21 | 610 | \$105,053.13 | \$112,247.58 | \$119,954.45 | \$128,210.24 | \$137,054.05 |
| Patrol Commander | 18 | 485 | \$88,853.07 | \$94,893.67 | \$101,364.50 | \$108,296.23 | \$115,721.66 |
| Administrative/Investigative Commander | 18 | 470 | \$88,853.07 | \$94,893.67 | \$101,364.50 | \$108,296.23 | \$115,721.66 |