

AGREEMENT

BETWEEN

THE CITY COUNCIL OF CLOQUET, MINNESOTA

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 545

JANUARY 1, 2018 - DECEMBER 31, 2020

TABLE OF CONTENTS

	<u>PAGE NO.</u>	
ARTICLE I	PURPOSE OF AGREEMENT	1
ARTICLE II	RECOGNITION	1
ARTICLE III	WAIVER	1
ARTICLE IV	PAYMENT OF DUES	2
ARTICLE V	EMPLOYER RIGHTS	3
ARTICLE VI	EMPLOYEE RIGHTS	3
ARTICLE VII	CLASSIFICATION OF DEPARTMENTS	3
ARTICLE VIII	SENIORITY	4
ARTICLE IX	PROBATIONARY PERIOD	4
ARTICLE X	PROMOTIONS	5
ARTICLE XI	WORKING OUT OF CLASSIFICATION	6
ARTICLE XII	TEMPORARY RELIEF OPERATOR	6
ARTICLE XIII	DISCIPLINE	6
ARTICLE XVI	LAY OFF	7
ARTICLE XV	WORK SCHEDULE	7
ARTICLE XVI	OVERTIME	8
ARTICLE XVII	CALL TIME	8
ARTICLE XVIII	VACATIONS	8
ARTICLE XIX	HOLIDAYS	9
ARTICLE XX	SICK LEAVE	10
ARTICLE XXI	SEVERANCE	12
ARTICLE XXII	SAFETY BOOTS	12
ARTICLE XXIII	INSURANCE	12
ARTICLE XXVI	PART TIME EMPLOYEES	14
ARTICLE XXV	GRIEVANCE PROCEDURE	15
ARTICLE XXVI	FINALITY	17
ARTICLE XXVII	SEVERABILITY	17
ARTICLE XXVIII	DURATION	17
APPENDIX A	CLASSIFICATION AND COMPENSATION SCHEDULE	
APPENDIX B	PROPOSED WAGES	

CITY OF CLOQUET AND LOCAL NO. 545

UNION AGREEMENT

The City of Cloquet, Minnesota, hereinafter called "Employer," and Local No. 545 of Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called "Union," enter into the following agreement:

ARTICLE I
PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- (a) Establish certain hours, wages, and other conditions of employment; and
- (b) Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

It is the continuing policy of the City and the Union that the provisions of this Agreement shall be applied to all Employees without regard to race, color, religious creed, national origin, sex or age. The representatives of the City and the Union in all steps of the grievance procedure and in all dealings between the parties shall comply with this procedure.

ARTICLE II
RECOGNITION

Section 1.

The Employer, for purposes of this Agreement, recognizes the Union as the exclusive bargaining representative of all classified Employees in the classes of positions as named herein in Article VIII and all other Employees subsequently hired in such positions.

Section 2.

All Employees employed by the City of Cloquet, Cloquet, Minnesota, who are public Employees within the meaning of Minnesota Statute 179A.03, Subdivision 14, as amended, excluding supervisory, confidential and essential Employees.

ARTICLE III
WAIVER

Section 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, as hereby superseded.

Section 2.

This contract shall not be renegotiable during the term thereof and is intended to include only terms, grievance provisions, conditions and compensation for employment as provided for by the Public Employees Labor Relations Act.

Section 3.

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, unless they mutually agree to do so.

ARTICLE IV **PAYMENT OF DUES**

Section 1. Deduction of Dues:

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.

Section 2.

All public Employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee for services rendered by the exclusive representative in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the director, the Employer, and to a list furnished by the Employer of all Employees within the unit. A challenge by an Employee or by a person aggrieved by the assessment shall be filed in writing with the director, the public Employer, and the exclusive representative within thirty (30) days after receipt of written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Employer shall deduct the fee, and any other union deduction, from the earnings of the Employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the director pursuant to Section 3 of P.E.L.R.A.

ARTICLE V
EMPLOYER RIGHTS

Section 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.

Section 2.

The Union recognizes that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

ARTICLE VI
EMPLOYEE RIGHTS

Section 1. Right to View.

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

ARTICLE VII
CLASSIFICATION OF DEPARTMENTS

The classification of departments shall be as follows:

- (a) Office and Clerical
- (b) Street
- (c) Utilities
- (d) Mechanical
- (e) Engineering
- (f) Parks
- (g) Building Maintenance and Grounds

ARTICLE VIII
SENIORITY

Section 1.

Seniority of new Employees shall not begin until after thirty (30) days of continuous service, at which time their seniority shall commence from the date of hiring.

Section 2.

Seniority rights shall be determined by the period of continuous employment, but no rights shall accrue by virtue of previous employment which has been voluntarily disrupted.

Section 3.

When an Employee is absent because of sickness or accident, seniority in such cases shall accrue without interruption. An Employee shall be reinstated to their former position if physically fit.

ARTICLE IX
PROBATIONARY PERIOD

Section 1.

All employees will have a one (1) year probationary period in any job classification in which the employee has not served a probationary period.

Section 2.

At any time during the probationary period, a new hired or rehired Employee may be terminated at the sole discretion of the Employer.

Section 3.

At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. If the promoted or reassigned Employee desires to return for justifiable reasons to his/her previous position, he/she must indicate the reasons(s) in writing within ninety (90) working days after being promoted/transferred.

Section 4.

Should an Employee wish to give up their position at any time after their promotion has become permanent, they shall revert to the lowest position in the department, provided there is an opening in such position, and shall become the lowest Employee in the department in terms of promotional seniority, and they may post for any job. If there is no opening in the department, they shall become next in line for the lowest position in the department in terms of promotional seniority.

Section 5. Regular Part-Time Employees.

All employees hired into a regular part-time position who are original hires, or rehires following separation, shall serve a probationary period of 1040 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work). The employer may extend this probation for a period of time upon notice to the employee and Union.

**ARTICLE X
PROMOTIONS**

Section 1.

All vacancies for permanent job openings will be posted for a period of five (5) working days.

Section 2.

Employees interested in making application for such posted vacancies shall do so within the five (5) day posted period. All Employees making an application shall be considered for the vacancy.

Section 3.

When promoting because of vacancies or new positions, the oldest in point of service in the department shall be given preference, ability and efficiency being taken into consideration.

Section 4.

Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article IX, "Probationary Period."

Section 5.

Promotions in departments shall be as follows:

Street Department

Heavy Equipment Operator
Truck Driver/Maintenance Person

Mechanical Department

Fleet Services Supervisor
Service Technician

Utilities Department

Lead Pumphouse Operator
Qualified Pumphouse Operator
Relief Pumphouse Operator
Truck Driver/Utility Maintenance Person

Engineering Department

Engineering Technician Grade II
Engineering Technician Grade III

Office and Clerical

Administrative Police Secretary
Utility Billing Clerk/Receptionist
Public Works Secretary
Clerk
Accountant 1

Building Maintenance & Grounds

Chief Custodian

Parks Department

Parks Maintenance Person

At the time of hire, all employees shall be assigned to one of the departments listed above. Such employees shall be utilized within the departments that they are assigned, however, they may perform duties and functions consistent with their job descriptions in other departments as needed.

Seasonal Employees and hourly Employees shall not be classified in any department for promotional or departmental seniority.

ARTICLE XI
WORKING OUT OF CLASSIFICATION

Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for a period of over four (4) hours duration in the morning or three and one-half (3-1/2) hours in the afternoon shall receive the salary schedule of the higher classification for the duration of the assignment.

Employees assigned by the Employer to assume additional supervisory duties in the absence of the Street/Park Superintendent shall receive an additional pay differential of \$2.00 per hour.

Employees assigned by the Employer to assume additional supervisory duties in the event both the Utility Maintenance Supervisor and the Assistant Utility Maintenance Supervisor are absent from work at the same time, the employee assigned to assume those duties shall receive an additional pay differential of \$2.00 per hour

ARTICLE XII
TEMPORARY RELIEF OPERATOR AT STATION II

When the Union or City assigns an employee to fill a shift at Station II (hereinafter referred to as the "Pumphouse"), the employee will fill the requested forty (40) hour shift. The employee will assume the normal duties as described in the Relief Pumphouse Operator job description.

Employees assigned to work the shift will receive the pay of Relief Pumphouse Operator to include night differential pay (if applicable), unless their current rate of pay is higher.

The employee called upon to work the shift will not be eligible for overtime or comp time by working at the Pumphouse. First chance at overtime or comp time is reserved for regular full time Pumphouse employees. Emergency in-town call outs received by the employee during the week of the requested shift will still be allowed, as long as it does not conflict with the hours of the shift.

The Temporary Work Assignment will be determined by seniority at the discretion of the Supervisor.

If the shift is Friday through Sunday night shift at the Pumphouse, the Temporary Relief Operator will not work the following Monday in town. As the pay period ends Sunday night at Midnight the last eight hours of this shift goes on the next week's pay period. An eight-hour shift will be worked in town Monday through Thursday prior to the Friday through Sunday Temporary Work Assignment to allow employee to achieve the forty-hour work week. If Friday through Sunday shift occurs during "Summer Hours," the employee will have the opportunity to make up the one lost time hour during the following Tuesday through Friday.

ARTICLE XIII
DISCIPLINE

The Employer shall discipline Employees for just cause only.

ARTICLE XIV
LAY OFF

Section 1.

Employees shall be laid off on the basis of job classification seniority.

Section 2.

A senior Employee may exert their seniority preference over a junior Employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved (as determined by the Employer). Such Employee shall not be required to fulfill the probationary period, as described in Article IX, then bumping another Employee due to lay off.

Section 3.

Employees laid off by the Employer shall retain recall rights for a period of eighteen (18) months.

ARTICLE XV
WORK SCHEDULE

Section 1.

The basic work week shall be five (5) eight (8) hour days per week, Monday through Friday. The normal work day at Public Works shall be from 7:30 a.m. to 4:00 p.m.

All other departmental work days and/or weeks shall be determined upon mutual agreement between the employer and employee and/or departmental work group. The employer and employee and/or departmental work group may mutually agree to alter the normal work week in order to provide flexibility in scheduling work. The workday and the workweek may be changed by mutual agreement between the employer and employee and/or departmental work group to exceed eight (8) hours in a normal work day. In that event overtime shall be paid for all hours in excess of forty (40) hours in the workweek or in excess of the mutually agreed upon amount of hours per day.

Individual employees alternative work schedules are not guaranteed and in all cases approval of individual employee's alternative work schedules would be at the sole discretion of the employer and would only be subject to the grievance procedures of this contract up to and including step 3, but no further.

Section 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.

Section 3.

Department heads shall use discretion in weather of twenty degrees below zero (-20) or more so that undue hardship shall not be created by causing them to work in inclement weather or under extreme adverse conditions, except in cases of emergency.

ARTICLE XVI
OVERTIME

Section 1.

Hours worked in excess of a scheduled shift (see Article XV - Work Schedule) will be compensated for one and one-half (1-1/2) times the Employee's regular base pay rate.

Section 2.

All work performed on Sundays and holidays, except the regular scheduled work performed at the pumphouse, shall be paid on the basis of double time. Pumphouse employees shall receive time and one half (1 - 1/2) per hour for each holiday worked, in addition to time off as stated in Article XVIII Holidays, Section 5.

Section 3.

Overtime will be distributed as equally as practicable.

Overtime refused by Employees will, for record purposes under Article XVI, Section 3, be considered as unpaid overtime worked.

For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded or paid twice for the same hours worked.

ARTICLE XVII
CALL TIME

Any Employee called to work shall receive no less than two (2) hours call time at time and one-half (1-1/2), plus two (2) hours overtime pay in accordance with Article XVI.

An extension of or early report to a regularly scheduled shift does not qualify for the two (2) hour minimum. In the event that an Employee is given more than five (5) hours notice of reporting time, he shall not receive the benefits of call time

Employees shall be compensated two (2) hours of call time, at time and one-half, in the event the employees are given less than two (2) hours' notice of call-off.

ARTICLE XVIII
VACATIONS

Section 1. Eligibility.

Regular full-time employees shall accrue vacation leave according to the schedule detailed in Section 2. Part-time employees shall accrue vacation leave as detailed under Article XXIII. 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.

Section 2. Amount.

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

<u>Years of Continuous Service</u>	<u>Hours/ Pay Period</u>	<u>Vacation Hours per year</u>	<u>Maximum Year-end Carryover into the next year</u>
0-5	3.50	91	91
6-12	5.00	130	130
13-17	6.50	169	169
18-24	8.0	208	208
25 +	9.50	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.

Section 3. Conditions Affecting Accrual of Vacation.

Vacation shall not accrue during leaves of absence unless required under State or Federal regulations.

Section 4. 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.

Section 5. 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.

Section 6. 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.

ARTICLE XIX
HOLIDAYS

Section 1.

The following legal holidays shall be observed:

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

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

Section 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. The exception to this is the pumphouse, where the actual legal holiday will be considered the legal holiday.

Section 3.

Any Saturday, immediately preceding a holiday as herein defined, may be substituted with pay at the regular rate for a Monday if the following Tuesday is a holiday; for Thursday if the following Friday is a holiday; or Friday if the preceding Thursday is a holiday, if such substitution is agreed upon between the department head and the executive committee of the Union and then only if it is made applicable to the entire department. Notice thereof must be posted three (3) days prior to the substitution.

Section 4.

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.

Section 5.

Pumphouse Employees shall receive ninety-six (96) hours off in place of the twelve (12) eight hour holidays. These may be taken at such times as approved by the department head. There shall be no banking or carryover from year to year of any of these hours.

ARTICLE XX **SICK LEAVE**

Section 1.

Regular full-time employees shall accumulate four (4) hours of sick leave per pay period to a maximum accumulation of nine hundred sixty (960) hours. Sick leave accumulation beyond the nine hundred sixty (960) hours shall be banked in a separate individual catastrophic sick leave account to be used only when that Employee's regular sick leave 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.

Section 2.

Employees shall also be allowed to use sick leave for absence necessitated by the inability of the Employee to perform the duties of his/her position by reason of illness or injury, by necessity of medical, optical, or dental care for the Employee, or by exposure to contagious disease.

Further, an Employee shall also be allowed to use up to 160 hours of sick leave in any 12 month period for absences due to illness or injury of the Employee's spouse (husband, wife), siblings, parents (biological, adoptive, and/or foster mothers, fathers, and step parents), mother-in-law, father-in-law, grandchild, grandparents, children (sons and daughters including biological, adopted, or foster children, stepchildren, and legal wards under age 18) and other members of the

employee's household for such reasonable periods as the Employee's attendance may be necessary.

Section 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 9. This benefit shall not accrue from year to year and is separate from sick leave. After the two (2) days of leave are exhausted, additional sick leave 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.

Section 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 sick leave, 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 sick leave account less Workers' Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.

Section 5.

An Employee who acts as pallbearer at any funeral may use one of their accrued sick leave days for the duty, provided they are not already taking the day off under sick leave allowance for a death in the family.

Section 6.

All claims for pay for absences, including sick leave, must be reported on the forms provided by the Employer.

Section 7.

Misuse of sick leave benefits shall be just cause for disciplinary action and/or discharge.

Section 8.

Employees shall be allowed on a voluntary basis, to transfer sick leave from their accrued unused sick leave account to that of another employee in need consistent with the city's Leave Donation Policy.

Section 9

Immediate Family Definition: Immediate family shall be defined as follows: Father, Mother, Brother, Sister, Wife, Husband, Daughter, Son, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandparents, and Grandchildren.

ARTICLE XXI
SEVERANCE

Section 1.

Upon retirement employees shall receive 33% of accumulated sick leave, 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.

All employees employed by the City prior to 1/1/04 shall qualify and be eligible for the benefit described under this Section. The City, therefore, waives the time period for years of accumulated active duty for only these employees, provided that they meet the requirements of age and PERA retirement benefit eligibility.

The severance payment will be split equally with 50% being contributed to the Employee's individual HCSA and 50% being paid as a lump sum cash payment to the Employee. 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.

Section 2.

In the event of the death, payment shall be made to the Employee's designated beneficiary or to the Employee's estate.

Section 3.

An Employee discharged for just cause or terminated as a result of just cause discipline and/or leaves without the required two (2) week notice to the Employer will be ineligible for severance pay.

ARTICLE XXII
INSURANCE

Section 1. Life Insurance.

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

Section 2. Health Insurance.

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.

Section 2a. Premium.

The City shall pay a minimum of eighty (80%) percent of the monthly premium for single coverage and a minimum eighty (80%) percent of the monthly premium for family coverage as offered by 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.

The City share of such premium will equal the amount agreed to in the 2018 plan year or

80% whichever is greater.

Section 2b. Plan Opt Out.

An employee may opt out of the City's health insurance plan upon provision of proof of other health insurance coverage during an 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 made to the employee and no reimbursement of previous 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.

Section 3. Dental Insurance.

Each regular Employee (including spouse and children) will be covered by an 80/20 dental plan, which shall be paid at the sole cost of the Employer. The Employer shall choose the company and the plan in accordance with bidding procedures required by the laws of the State of Minnesota.

Section 4. Eligible Employees.

The parties agree that only full time Employees shall be eligible for insurance benefits as provided in this Article.

Section 5. Claims Against the Employer.

The parties agree that any description of the 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.

Section 6. Health Care Savings Plan.

The City shall create a Health Care Savings Plan (HCSP) available to all members of the AFSCME unit. For Employees employed by the City prior to December 31, 2008 the City agrees to contribute a one-time lump sum payment of \$25,000 to the Employee's individual HCSA upon the Employee's retirement from the City. Retirement means retirement of the Employee after the employee is eligible for PERA retirement benefits.

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 \$25,000 lump sum payment as a cash payout instead of a payment to a HCSA as permitted with the approval of the HCSA provider.

Employees hired after 1/1/2009 shall not be eligible for nor receive the \$25,000 lump sum payment at retirement.

Section 7.

The selection of the insurance carrier and policy for life, dental, and health insurances shall be made by the City.

Section 8. - Patient Protection and Affordable Care Act (ACA)

Final regulations have not been issued under many provisions of the Patient Protection and Affordable Care Act (ACA). This creates considerable uncertainty regarding the Employer's financial obligations as well as maintaining the aggregate level of benefits as provided for in the CBA. This agreement may be reopened and all material terms of compensation, hours, and fringe benefits (includes health benefits) shall be subject to negotiations if in fact changes are necessary to comply with the ACA. Either party to the Agreement that requests a reopener under this provision 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 a request is made.

ARTICLE XXIII **SAFETY BOOTS**

The City will reimburse a maximum of \$100 towards the purchase of safety-toed boots on an annual basis. If an employee chooses to take advantage of the program, the boots must be worn during all working hours unless working conditions dictate the use of an alternate form of employer provided footwear. Approval will be based on need as determined by the Employer.

The required minimum protective footwear includes work boots that provide ankle support, are made with an all leather upper (and tongue), are oil resistant, slip resistant, and conform to the American Society for Testing and Materials (ASTM) standard ASTM F2413-11 for Steel/composite toe leather work boots.

ARTICLE XXIV **PART TIME EMPLOYEES**

Section 1. Definitions

- a) Regular Employee - An Employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an on-going nature. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.
- b) Regular Full-time Employee - An Employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has successfully completed the probationary period.
- c) Regular Part-time Employee - An Employee in a classified bargaining unit position who is regularly scheduled to work at least 20 hours per week and less than 40 hours per week and has successfully completed the probationary period.
- d) Temporary Employee - An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one year. Temporary employees are not included in the definition of a bargaining unit employee.

Section 2.

Regular part-time employees who are appointed to a position that is regularly scheduled to work at least twenty (20) hours per week shall receive pro-rata sick and vacation based on scheduled hours.

Section 3.

Regular part-time employees who are appointed to a position that is regularly scheduled to work less than twenty (20) hours per week shall not receive pro-rata sick and vacation.

Section 4.

Regular part-time employees will be eligible for step movement in the same manner as regular full-time employees.

Section 5.

Regular part-time employees will not be eligible for health insurance or other insurance benefits.

Section 6.

Regular part-time employees will be eligible for holiday pay in the event that they would normally have been scheduled to work on the observed holidays as described under Article XVIII.

Section 7.

Regular part-time employees will not accrue seniority except for the purposes of vacation accrual. For purposes of vacation accrual, regular part-time employees will be considered to have a year of service after working 1040 hours for the Employer.

ARTICLE XXV
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

Section 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.

Section 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.

Section 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 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.

Section 4. Procedure

Grievances, as defined by Section 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, and 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 3 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: 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.
- 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 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.

Section 5. Arbitrator's Authority

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.

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.

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.

Section 6. Waiver

If a grievance is not presented with 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 XXVI **FINALITY**

Any matters relating to current contract terms whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement except by mutual agreement of the parties.

ARTICLE XXVII **SEVERABILITY**

The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances be held invalid, it shall not affect the other provisions thereof.

ARTICLE XXVIII **DURATION**

This Agreement shall be effective as of January 1, 2018, and shall remain in force and effect until the 31st day of December 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day above stated.

**CITY COUNCIL
CITY OF CLOQUET**

By Aaron S. Rao
City Administrator

Date 1-16-2018

By Dwight Hansen
Mayor

Date 1-16-2018

**LOCAL 545, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFI-CIO**

By Samuel Valera Escobar Director
Staff Representative

Date 1-8-18

By Kevin P. Badigheimer
President, Local 545

Date 1-8-2018

**APPENDIX A
CLASSIFICATION OF CITY EMPLOYEES
AND COMPENSATION SCHEDULE**

Clerk Hourly Rate	\$	14.61
Laborer Hourly Rate	\$	15.50
Night Differential	\$	1.50

Licenses

Water Certification License and Wastewater Certification License of \$10.00 per certification for D, C, B and A Licenses shall be paid to: Qualified Pumphouse Operator, Relief Pumphouse Operator and Truck Driver/Utility Maintenance Person.

Employees holding the following positions shall be required to apply for and complete testing to obtain a Class A, Commercial Driver's License:

Fleet Services Supervisor, Service Technician, Truck Driver/Maintenance Person, Truck Driver/Utility Maintenance Person and Heavy Equipment Operator.

The above employees shall apply for and obtain said Class A License within six months after assignment to the above positions.

Existing employees, currently holding the above positions, who fail to successfully pass the required Class A exam, will not be penalized for failing, however, they will be required to retest on at least a six-month cycle.

All employees who apply for assignment to the above positions must obtain said Class A License within six months in order to retain that position. Those who fail, shall revert to their previous job classifications.

New employees applying for the above positions, who fail to obtain said Class A License within six months, shall be terminated under the term of their probationary period.

For testing purposes, employees shall be allowed to complete testing during their normal work week, without reduction of pay, and shall be afforded the use of City owned equipment to complete their road test portion of the exam.

All Parks Maintenance Person positions shall be required to hold a Class B, Commercial Drivers License.

Other Pay

Effective January 1, 1980, the City will provide Heavy Equipment pay for the operation of its rubber tire backhoe.

Tool Allowance – Mechanics that are required to provide their own tools shall be compensated with a \$40 per month tool allowance. In order to receive this benefit an Employee must purchase and use tools that have a lifetime free replacement warranty and use the warranty to replace tools.

Employees newly hired by the City shall receive a pay rate that is based upon Step 1 of the above plan, unless otherwise negotiated and agreed upon between the Employer and Employee that an Employee start at a higher step. On January 1 of each year, 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 plan. New employees shall not be permitted to start at a higher step in the same classification than a current employee with comparable experience. Employees that are promoted to a new classification will move to the closest step in the new wage range that meets or exceeds three percent (3%) above the employee's existing wage (exclusive of overtime).

City Policy will be that in cases both where the operation of city equipment by a contractor takes place after normal working hours and the operation of such equipment would take away overtime otherwise normally part of an AFSCME position, that the operation of such equipment will first be offered to the City employee.

Wages: Employees will receive wage increases across the board to all steps and grades as follows:

2018	3%
2019	3%
2020	3%