

LABOR AGREEMENT

between the

City of Bloomington, MN

and

AFSCME Council 5, Local 2828

2020 – 2021

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AGREEMENT

This Agreement is entered into this ____ day of _____, 2020 between the CITY OF BLOOMINGTON, MINNESOTA, a municipal corporation, hereinafter referred to as the CITY, and LOCAL 2828, COUNCIL 5, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, A.F.L.C.I.O., hereinafter referred to as the UNION.

ARTICLE 1 - PURPOSE AND INTENT

It is the purpose of this Agreement to establish certain wages, hours, and conditions of employment and to establish procedures for the resolution of disputes concerning the interpretation or application of this Agreement.

ARTICLE 2 – RECOGNITION

Section 1. The CITY recognizes the UNION as the sole and exclusive bargaining representative for regular employees in the following job classifications in the Community Development Department and the Police Department. Job classifications include Animal Control Coordinator, Building Inspection Aide, Building Inspector, Commercial Property Appraiser, Economic Development Analyst, Electrical Inspector, Environmental Health Aide, Environmental Health Program Coordinator, Environmental Health Specialist, General Inspector, Heating and Ventilating Inspector, Housing & Redevelopment Analyst, Permit Technician, Plan Check Engineer, Planner, Planning Technician, Plumbing Inspector, Program Coordinator, Program Specialist I, Program Specialist II, Residential Property Appraiser, and Tax & Assessment Analyst; excluding supervisory, confidential, seasonal and clerical employees. The City shall not enter into any agreement with these employees individually or collectively or with any organization which in any way conflicts with the provisions hereof.

Section 2. If the CITY establishes new job classifications within the bargaining unit, both parties agree to negotiate wages and hours; however, it is understood that all other terms and conditions of this Agreement will apply to such positions.

ARTICLE 3 - MANAGEMENT RIGHTS

The UNION recognizes the prerogative of the CITY to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities, including employment policies and work rules.

These management rights include, but are not limited to, the following:

- A. To utilize personnel, methods, procedures, and means in the most appropriate manner possible.
- B. To manage and direct the employees of the Community Development Department and the Police Department.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions in the Community Development Department and the Police Department.
- D. To reprimand, suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause.
- E. To determine the size, organization structure, and composition of the work force and to relieve employees from duties.
- F. To determine the mission of the Community Development Department and Police Department, and the method, means, technology, job classifications, schedule, and personnel by which it is to be accomplished.

All management rights not specifically limited or abrogated by the terms and provisions of the Agreement remain vested solely and exclusively in the CITY.

ARTICLE 4 - SCOPE OF THE AGREEMENT

Both parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the CITY and the UNION each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1. In recognition of the UNION as a certified exclusive representative of certain classified personnel in the Community Development Department and the Police Department, the CITY shall deduct from the wages of employees who authorize such a deduction an amount sufficient to provide payment of dues established by the UNION. Such monies shall be deducted from the first paycheck each month and shall be remitted to the appropriate designated officer of the UNION.

Section 2. Officers of the UNION shall be allowed reasonable time off and leaves of absence, with prior approval of their immediate supervisors and without pay, for the purposes of conducting UNION business, when such time away from their normal work duties will not unduly interfere with the operation of their respective departments. Officers of the UNION for purposes of this Section are limited to: President, Vice-President, Secretary, Treasurer, and Chief Steward. For purposes of this section, UNION officers shall not exceed five (5) in number.

Section 3. The UNION may designate one employee from the bargaining unit to act as Steward and shall inform the CITY, in writing, of such choice.

Section 4. On or before January 31 of each year of this Agreement the UNION shall provide the CITY with a current list of the officers of Local 2828 including name and position.

Section 5. Once each month the CITY will provide the UNION with a list of bargaining unit members.

Section 6. The UNION shall select no more than three (3) representatives to meet and confer with no more than three (3) representatives of the CITY at least once every six months. The purpose of such meetings is to provide an opportunity to communicate, share information, transmit knowledge and express viewpoints on issues that are not subject to negotiation. The CITY shall set the time for these meetings to take place, provide the facilities and notify the union of the date, time and location at least 14 calendar days in advance of the meeting. Both the UNION and the CITY shall provide the other with a list of topics or items it would like to discuss at least 7 calendar days in advance of the meeting.

Section 7. The CITY will furnish one bulletin board at a location approximate to the office area having the majority of bargaining unit members of the Community Development Department and one bulletin board in the office area occupied by the Police Department. The boards shall be used only for the following subjects:

- A. UNION recreational and/or social affairs;
- B. UNION meeting schedules;
- C. UNION elections;
- D. Results of UNION elections;
- E. Reports of committees of the UNION;
- F. Any other written material which has first been approved by the Director of Community Development or the Chief of Police. Posted material shall not contain anything political or controversial or anything reflecting adversely upon the CITY, any of its employees, or any other labor organization. Any violation of this Section

shall entitle the CITY to cancel immediately the provisions of the Section and to remove the bulletin board.

Section 8. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders, or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article. Further, the UNION and the CITY recognize and agree that the limitations on the CITY'S liability also apply should the UNION exercise the application of "fair share" as provided by M.S.A. 179A.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the CITY and the employee(s) concerning the interpretation, application, claim of breach, or violation of this Agreement. Both parties recognize that should a provision of this Agreement be in conflict with an Employment Rule, this Agreement shall prevail; any Employment Rule not directly modified or abridged by this Agreement shall remain in force.

Section 2. It is recognized and accepted by the UNION and the CITY that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with such employee's duties and responsibilities. The aggrieved employee and the Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the CITY during normal working hours, provided the Employee and the Steward have notified and received the approval of their respective supervisors who have determined that such absence is reasonable.

Section 3: FIRST STEP. The employee, with the President or their designee, shall take up the grievance or dispute with the Employee's immediate Supervisor within fifteen (15) working days of the date of the grievance or the Employee's knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and shall respond to the Employee within five (5) working days.

Section 4: SECOND STEP. If the grievance is not resolved in the First Step, the Employee and the President or their designee shall present the grievance to the Department and Division Head of the Employee's respective department, in writing, within five (5) working days after the receipt of the supervisor's first response. All grievances shall state the facts upon which they are based, when they occurred, the specific provision(s) of the Agreement allegedly violated, the remedy requested, the avenue through which redress is sought, and shall be signed by the Employee who is aggrieved and by an officer of Local 2828. References to "Officer of Local 2828" for the purposes of this article shall mean the President, Vice-President or Steward. If such written request is made,

the Department Director and Division Head shall meet with the Employee and the President or their designee within ten (10) working days after the date of receipt of this request. The Director shall give a written answer to the Employee and the President or their designee within ten (10) working days after the meeting. Any grievance not appealed, in writing, to Step Three by the UNION within five (5) working days after receipt of the Director's written response shall be considered waived.

Section 5: THIRD STEP. If the grievance is not resolved in the Second Step, the Employee and the President or their designee must notify, in writing, the City Manager and the Director of Human Resources of their desire to appeal the grievance. Said written appeal must be served upon the City Manager within five (5) working days after receipt of the Department Director's Second Step response. If such request is made, the grievance shall be reviewed at a meeting between the City Manager, Director of Human Resources, Union President, and/or Business Representative within fifteen (15) calendar days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager within fifteen (15) calendar days after the date of the Third Step meeting. Any grievance not appealed, in writing, to Step Four by the UNION within thirty (30) calendar days of receipt of the Manager's answer shall be considered waived. An appeal to Step Four shall be effectuated by a formal request to the Bureau of Mediation Services requesting arbitration.

A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Section 6: FOURTH STEP. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to arbitration within 30 calendar days of receipt of the City Manager's written answer and subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 7. An arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the specific issues submitted to the arbitrator in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. 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 or effect of law. The arbitrator shall submit the decision in writing within thirty (30) days following the 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 based solely upon the arbitrator's interpretation or application of the expressed terms of this Agreement and on the facts of the grievance presented.

Section 8. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the parties, except 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 borne equally for said record.

Section 9. A grievance on behalf of an entire division, department, or the entire UNION body shall be filed by the UNION President and it shall be processed starting with the Second Step of the Grievance Procedure if it involves an entire division, department, or the entire UNION body.

Section 10. In the event that more than one procedure is available for resolution of a dispute arising from any provision(s) covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure.

Section 11. Should a grievance involve the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance shall be initiated at the Third Step of Article 6 or an alternate procedure such as Bloomington Merit Board or the Minnesota Department of Human Rights. If appealed to the procedure outlined in the Third Step, Article 6, or the Bloomington Merit Board, a written appeal must be served on the Director of Human Resources within ten (10) calendar days after the employee's receipt of the notice of suspension, demotion or discharge. The written appeal shall indicate which procedure is to be utilized (Step 3 of Article 6 or the Bloomington Merit Board). Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission and the Minnesota Department of Human Rights, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. Selection of any procedure other than Step 3 of Article 6 shall terminate the employee's right to seek redress under Article 6. The written appeal shall be signed by the Employee and the UNION President.

Section 12. 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 time limit, it shall be considered settled on the basis of the CITY'S last answer. If the CITY 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 may appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the CITY and the UNION in each step.

ARTICLE 7 - SENIORITY

Section 1. "Seniority" is defined as a regular full-time employee's length of continuous service with the CITY in the Community Development Department or the Police Department, since the employee's last hiring date. "Last hiring date" means that date upon which an employee first reported for work in a job classification included in the bargaining unit in the Community Development Department or the Police Department, at the direction of the CITY, since which the employee has not resigned, retired, been promoted or demoted outside the bargaining unit, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sicknesses or accidents, temporary transfers, or leaves, except as hereinafter provided. Employees promoted outside the bargaining unit shall continue to accrue seniority only during their promotional probationary period. CITY employees promoted or demoted into the bargaining unit shall begin to accrue seniority based on the date of the promotion or demotion into the unit. No seniority credit shall be given for any other position previously held by the employee or other service to the CITY.

Section 2. The CITY will maintain an up-to-date seniority roster. An up-to-date copy of the seniority roster will be posted once each year and a copy will be provided the UNION Secretary-Treasurer. The names of all members of the bargaining unit who have completed their probationary periods shall be listed on the seniority roster in the order of their seniority and shall show the date from which the seniority commences and the employee's job classification. If two (2) or more employees were hired on the same date, their names shall appear in accordance with their composite scores on the employment eligible list; the higher score being listed first. If two (2) or more employees are hired on the same date and have the same composite scores, their names shall appear on the seniority list alphabetically by the first letter of their last names. If two (2) or more employees are hired on the same date, have the same composite scores, and the same last names, the same procedure shall be followed with respect to their first names.

Section 3. An employee's seniority and any rights of recall shall be terminated:

- A. When the employee resigns, retires, is discharged, or is promoted or demoted outside the bargaining unit, or
- B. When recalled to work following a lay-off, the employee fails to return to work within twenty (20) calendar days after receipt of a written notice of recall by certified mail, if such recall is sent to the employee's last address on record with the CITY. It shall be the

responsibility of the employee to promptly advise the CITY of any changes of address,
or

- C. When an employee has been laid off for a period in excess of twelve (12) consecutive months, or
- D. When the employee is absent from work without authorization in excess of three (3) consecutive work days.

Section 4. Any former employee of the CITY who has terminated employment may be rehired only under the conditions of a new employee and no credit will be given for prior service.

ARTICLE 8 – PROBATIONARY PERIODS

Section 1: NEW HIRE PROBATIONARY PERIOD. All employees shall be probationary employees during the first six (6) months of employment in the bargaining unit. During the probationary period the employee shall have no seniority status. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the employee's last hiring date, or promotion or demotion into the bargaining unit and the employee shall be represented by the UNION.

A probationary employee may be terminated or demoted at the sole discretion of the CITY during such period. Such terminations or demotions shall not be subject to the grievance procedure.

Section 2: PROMOTIONAL PROBATIONARY PERIOD. Employees in the bargaining unit who are promoted to another position in the bargaining unit shall serve a six-month promotional probationary period in the new job. At any time during a promotional probationary period, an employee may be demoted or reassigned at the sole discretion of the CITY. Any employee serving a promotional probationary period to a position in the bargaining unit may return to the employee's original classification. If that position is not available, the employee may be assigned to one of like status and pay at the discretion of the CITY.

ARTICLE 9 - LAYOFF AND RECALL

Section 1. When a decrease in the number of positions occurs in any job classification in a particular division of the bargaining unit, temporary employee(s) in the affected job classification shall be displaced first. Next, probationary employees in the affected job classification shall be displaced. Next, the employee(s) with the least seniority in the affected job classification shall be displaced. The displaced employee may displace an employee who has less seniority only within the affected division, provided that such employee has the ability, aptitude, and meets the minimum qualifications to perform the then remaining work. An employee shall not displace any

employee who is in another division. An employee shall not displace a CITY employee who is not a member of the bargaining unit. An employee who qualifies to displace another employee within the division shall serve a twelve (12) month period to determine if the employee can perform the remaining work.

No employee shall be permitted to "displace upward." An employee shall not displace into a job classification if that job classification has a maximum salary greater than the maximum salary of the employee's existing job classification.

"Division" for the purposes of this section are:

1. Animal Control Division
2. Assessing Division
3. Environmental Health Division
4. HRA Division
5. Inspection Division
6. Planning Division
7. Port Authority Division

Both parties to this Agreement recognize that specific actions taken under this provision of this Agreement are subject to the grievance procedure.

Section 2. When an increase in the number of positions in any job classification in the bargaining unit occurs, recall shall be made in inverse order of lay-off as delineated in Section 1, above. Such employee shall be notified by certified mail, "receipt requested", addressed to the last address appearing on the CITY'S records. Employees so recalled shall report for duty and return to work within twenty (20) calendar days of receipt of said mailing. An employee so recalled who does not return to work within twenty (20) calendar days shall be terminated from employment.

ARTICLE 10 - HOURS, ASSIGNMENTS & WAGES

Section 1: WORK HOURS. The standard workday is eight (8) hours and the standard workweek is forty (40) hours, however, nothing in this Article shall be construed as a guarantee of any number of hours of work per day or per week. City Departments or Divisions may establish a different standard work day for an employee or employees, not to exceed ten (10) hours, only with the written approval of the Department Head and 10-days advance notice to affected employees.

Section 2: WORK BREAKS. Each full-time employee shall be entitled to not more than fifteen (15) minutes during the first one-half of the employee's assigned shift and fifteen (15) minutes during the second one-half of the employee's shift for work breaks, providing such does not interfere

with nor stop the service or operation of their respective departments. Work breaks may not be taken immediately after the starting time nor immediately preceding quitting time.

Section 3: MEAL BREAKS. Each full-time employee shall be entitled to not more than a thirty (30) minute period for lunch, without pay, during each work shift. Whenever possible, the lunch period shall be scheduled at approximately mid-shift. Both parties realize, and agree, that the CITY does provide continuous service during business hours and consequently lunch periods may be staggered.

Section 4: OVERTIME. Except as otherwise provided in this Article, employees working in excess of the standard workday or workweek, that is, working overtime, shall be compensated at the rate of one and one-half times the employee's hourly rate of pay. Compensation for overtime will not be paid unless the work is performed at the direction of, or with the prior written approval of, the employee's supervisor. Compensation at overtime rates will not be paid for time not worked.

Section 5: COMPENSATORY TIME. As an alternative to compensation at overtime rates for time worked in excess of the standard work day or work week, the employer may elect to grant compensatory time off to an employee, to be taken at a later date, which shall be computed at one and one-half the time worked overtime. When an employee accrues one-hundred and twenty (120) hours of unused compensatory time off, this option shall not apply, and the employee shall be paid at time and one-half for hours worked in excess of the standard work day or forty (40) hours per week. Compensatory time off shall be taken and used only at the convenience of the CITY and with the prior approval of the employee's supervisor.

Section 6: COMP TIME CONVERSION. In December of each year, an employee may elect in writing to convert 40 hours of compensatory time to a one-time cash payment to be paid on the employee's first paycheck in December of the following year, provided that the employee has a sufficient compensatory time balance. If the employee's compensatory time accrual has fallen below 40 hours by the first paycheck in December of the following year, the employee shall have all hours that have been accrued converted to a one-time cash payment.

The compensatory time hours will be converted at the employee's normal base hourly rate in effect for the pay period at the time of the payout (less applicable federal and state taxes and other required payroll deductions).

Once an employee has elected to convert 40 hours of compensatory time to a one-time cash payment, that election may not be rescinded. Each calendar year, employees may make a unique and independent election to participate or not participate in this Comp Time Conversion.

Section 7: CALL-BACK PAY. An employee called back to work at a time other than the employee's normal scheduled shift for reasons other than training shall receive a minimum of three (3) hours

pay at one and one-half times the regular straight time hourly rate or at the overtime rate for actual hours worked, whichever is greater. Reporting early for a shift or an extension of a shift shall not qualify for a call-back premium.

Section 8: ACCREDITATION PAY. Residential and Commercial Property Appraisers who achieve Accredited Minnesota Assessor designation shall receive an additional \$200 per month in addition to the base wage. Those who achieve Senior Accredited Minnesota Assessor designation or Certified Assessment Evaluator designation of the International Association of Assessing Officers shall receive \$400 per month in addition to the base wage. In no event shall an employee receive more than a total of \$400 per month in addition to the base wage.

Section 9: WAGES. The rates of pay for the term of this Agreement for members of the bargaining unit are set forth in Appendix A, attached hereto and made a part of.

ARTICLE 11 – INSURANCE BENEFITS

Section 1: HEALTH INSURANCE. The CITY shall provide a group health insurance plan and/or an optional health maintenance plan for full-time employees and their eligible dependents, provided that the CITY reserves the right to periodically revise the benefit levels provided by the health insurance plan and health maintenance plan; however, the CITY agrees to advise the UNION of its intent to do so.

The CITY reserves the right to alter, change or revise rates as submitted by the CITY'S approved health insurance carriers; however, the CITY agrees to advise the UNION of its intent to do so.

Effective January 1, 2020 the CITY shall contribute toward the cost of the monthly premium for employee, two-person, or family coverage in accordance with the table in Appendix D. . The CITY and the UNION agree to a reopener to determine the CITY's 2021 health insurance contribution.

Section 2: DENTAL INSURANCE. The CITY shall provide a Group Dental Insurance Plan for full-time employees and their eligible dependents. The CITY shall pay for coverage for the employee and one-half the cost for the employee's eligible dependents.

Section 3: LIFE INSURANCE. The CITY shall provide group term life insurance and accidental death and dismemberment insurance for full-time employees of the bargaining unit in the total face amount of \$50,000.00.

Section 4: DISABILITY INSURANCE. The CITY shall provide a long-term disability insurance program for full-time employees. The CITY's cost shall not exceed \$2.50 per \$100 of covered payroll.

Additional cost, if any, shall be paid by the employees. The conditions and benefits of the long-term disability insurance program shall be as per the current plan or similar policy. The UNION stipulates that the CITY's liability does not exceed the terms and conditions of the insurance contract between the CITY and its insurance carrier.

Section 5: INSURANCE CONTINUATION. Employees who terminate employment with the City shall have the right to continue coverage, at their own cost, as provided by and in accordance with state and federal law.

In the case of the death of an active employee who was enrolled in the City's medical and dental insurance, the City shall pay the full cost of continued coverage for any surviving spouse and/or eligible dependents who were insured on the City's plan the day before the employee's death, for a period of two years from the date of the employee's death. When the two-year period is complete, the spouse and eligible dependents may continue health and dental insurance through the City's carriers according to applicable federal and state law.

ARTICLE 12 – TUITION, HEALTH CLUB & LICENSURE REIMBURSEMENT

Section 1: TUITION REIMBURSEMENT. The CITY encourages members of the bargaining unit to improve job performance in their present positions and to prepare for advancement with the CITY through continuing education. Towards this end, the CITY will share the cost of education which directly relates to the performance of the employee in the employee's present assignment, or which prepares the employee for advancement with the CITY in the foreseeable future.

The CITY will reimburse eligible members upon presentation of their final grades per the following schedule:

Letter Grade Courses	
Grade of "A", "B" or "C".	100% of tuition
Grade of "D" or "F"	No reimbursement
Pass / Fail Courses	
Pass	100% of tuition
Fail	No reimbursement

Effective January 1, 2019, the tuition reimbursement benefit shall be capped at \$5,250 per employee per calendar year.

In the event that an eligible employee receives a grade of "Incomplete", no refund will be forthcoming until a final grade is earned. When the requisite course work is completed and a final grade issued, the employee shall be reimbursed in accordance with the above schedule.

Tuition refunds will be paid only for tuition, associated administrative fees, and books required for approved, accredited courses. The institution offering the courses must be accredited prior to the enrollment of the individual for that individual to be eligible for tuition reimbursement.

Charges for supplies, student union membership, student health coverage, activity ticket, or other charges for which the student receives some item or service other than actual instruction will not be paid.

The CITY may reimburse individuals for selected job-related non-accredited courses at its sole option.

Both parties to this Agreement recognize that the intent of this Article is to assist employees to attain a Bachelor's Degree and/or a Master's Degree that relates to the employee's work assignments.

No reimbursement will be made unless approval for a particular course(s) at a particular accredited school is given by the employee's respective department head (or the designated representative) and the Human Resources Director (or the designated representative) prior to the commencement of such course(s). No members may receive assistance from other sources and receive tuition reimbursement from the CITY for the same expense.

The CITY may reimburse employees for selected, job related, advanced degree courses at its sole option.

Section 2: HEALTH CLUB REIMBURSEMENT. The CITY will reimburse each member of the bargaining unit that obtains a regular membership at a health and fitness facility. The CITY shall have sole discretion to determine facility (ies) eligible for said membership. The CITY will reimburse an employee the cost of the membership or \$150.00 per calendar year, whichever is less. The CITY agrees that "health and fitness facilities" will include health and fitness classes with receipts and whose vendors and classes can be verified.

In the event the City provides non-union employees with an increase to the health club reimbursement benefit for 2020 or 2021, the same increases shall be provided to employees covered by the AFSCME Council 5, Local 2828 contract.

Section 3: LICENSE REIMBURSEMENT. The CITY will reimburse those members of the bargaining unit that are required to have a license for the performance of their job duties, the actual cost of such license.

ARTICLE 13 - HOLIDAYS

Section 1. All full-time employees shall receive the following holidays or substitute days off with pay:

- | | |
|----------------------------------|-------------------------------|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King's Birthday | (Third Monday in January) |
| 3. President's Day | (Third Monday in February) |
| 4. Memorial Day | (Last Monday in May) |
| 5. Independence Day | (July 4) |
| 6. Labor Day | (First Monday in September) |
| 7. Veteran's Day | (November 11) |
| 8. Thanksgiving Day | (Fourth Thursday in November) |
| 9. The Day after Thanksgiving | |
| 10. Christmas Day | (December 25) |

To be eligible for said holiday pay, an employee must be on the active payroll of the CITY and must have worked the employee's full, regularly scheduled work day before and after the holiday, unless excused by the CITY.

If any above holiday falls on a Saturday, the preceding Friday shall be taken off; and if on a Sunday, the following Monday.

Section 2: PAY FOR HOLIDAYS WORKED. An employee who works on a holiday listed in Section 1 shall receive eight (8) hours straight time pay as compensation for the holiday plus one and one-half times the employee's straight time pay for those hours worked. An employee who works on December 25 shall receive eight (8) hours straight time pay as compensation for the holiday plus two times the employee's straight time pay for those hours worked. Should an employee be called in to work on a contract designated holiday, the provisions of Article 10, Section 7, shall be superseded by this Section.

Section 3: EASTER SUNDAY. Each employee who works on Easter Sunday shall be paid at a rate of one and one-half times the employee's straight time rate for those hours worked. For purposes of this Agreement Easter Sunday shall not be considered a holiday.

Section 4: FLOATING HOLIDAYS. All full-time employees will also receive two (2) "floating" holidays of eight (8) hours each at their normal straight time rate of pay each calendar year. The holiday(s) may be taken at the request of the employee, with prior approval of the CITY. To be eligible for the above holiday(s), an employee must be on the active payroll of the CITY and must

have worked the employee's full, regularly scheduled work day before and after the holiday(s), unless excused by the CITY. An employee may not receive compensation in lieu of taking a floating holiday.

ARTICLE 14 - VACATION

Section 1: ACCRUAL. Full-time employees of the bargaining unit shall accrue paid vacation time based on the following schedule.

Years of Service as a Full-Time Employee of the City of Bloomington	Accrual Rate/Month	Accrual Rate/Year	Maximum Accrual
Date of hire to completion of 3 rd year of service	7 hours	84 hours	168 hours
Start of 4 th year to completion of 6 th year	10 hours	120 hours	240 hours
Start of 7 th year to completion of 9 th year	10.67 hours	128 hours	256 hours
Start of 10 th year to completion of 12 th year	11.33 hours	136 hours	272 hours
Thirteenth year	12.00 hours	144 hours	288 hours
Fourteenth year	12.67 hours	152 hours	304 hours
Fifteenth year	13.33 hours	160 hours	320 hours
Sixteenth year	14.00 hours	168 hours	336 hours
Seventeenth year	14.67 hours	176 hours	352 hours
Eighteenth year	15.33 hours	184 hours	368 hours
Nineteenth year	16.00 hours	192 hours	384 hours
Twentieth year	16.67 hours	200 hours	400 hours
Twenty-first year	17.33 hours	208 hours	416 hours
Over twenty-one years	18.00 hours	216 hours	432 hours

Section 2: USE. Employees may utilize vacation leave up to the amount earned and accrued, provided such leave receives prior approval of the employee's supervisor.

Section 3: PAYOUT UPON SEPARATION. Employees will be paid for unused accrued vacation at the time of separation or termination of employment. The rate of vacation pay shall be the

employee's straight time rate of pay in effect on the date immediately preceding the employee's last day of employment.

ARTICLE 15 - PERSONAL LEAVE

Section 1: ACCRUAL. Full-time employees of the bargaining unit shall accrue personal leave at a rate of eight and 67/100 (8.67) hours per calendar month. Such accrued personal leave shall be credited in the employee's individual personal leave balance (total accrued personal leave minus personal leave used).

Section 2: USE. Personal leave may be used by the employee in the case of illness or injury of the employee or the employee's immediate family members, to attend medical appointments and funerals; or for the purposes of rest, relaxation or to conduct personal business, provided that the employee obtains advance approval from the employee's supervisor.

Employees shall not be permitted to use personal leave on the dates immediately preceding the employee's termination or retirement date, except in the case of disability.

Section 3: YEAR END ROLL-OVER. In December of each year, each employee with over one-thousand (1,000) accrued personal leave hours shall have those hours in excess of one-thousand converted to cash and deposited into a Post-Retirement Health Care Savings Plan (PRHCSP) account. The amount deposited into the employee's PRHCSP account shall be an amount equal to the employee's individual personal leave hours in excess of one-thousand, times the employee's normal straight-time rate of pay. Employees who have a personal leave balance of less than 1,000 hours in the month of December shall not be eligible for any cash conversion of personal leave pursuant to this section.

Section 4: PAY-OUT UPON SEPARATION. Each employee with more than six-hundred (600) accrued personal leave hours who terminates employment with the CITY shall have the employee's entire personal leave balance converted to cash and deposited into a Post-Retirement Health Care Savings Plan account. The amount deposited into the employee's PRHCSP account shall be an amount equal to the employee's individual personal leave balance at the date of termination times the employee's normal straight-time rate of pay in effect on the employee's termination date.

Each employee with six-hundred (600) or fewer accrued personal leave hours who terminates employment with the CITY shall receive a one-time lump-sum payment. The employee shall receive an amount equal to the employee's individual personal leave balance at the date of the

termination times the employee's normal straight-time rate of pay in effect on the employee's termination date, minus applicable taxes.

Section 5: USE of LEAVE TO SUPPLEMENT WORKER'S COMPENSTATION. An employee may be paid the difference between Workers' Compensations benefits and the employee's normal net rate of pay by drawing on the employee's accrued leave balances. In no event shall an employee's combined compensation of Workers' Compensation benefits plus accrued leave, exceed the employee's normal net rate of pay.

Section 6. Should an employee be absent due to illness or accident for three (3) calendar months, the employee shall be deemed to have exhausted the employee's accrued personal leave and/or vacation and/or compensatory time to facilitate payment of benefits provided by long-term disability insurance and/or Public Employees Retirement Association.

ARTICLE 16 - LEAVES OF ABSENCE

Section 1. An employee who has completed the employee's initial probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed thirty (30) calendar days, provided the employee obtains advance written permission from the City Manager. Leaves of absence for personal reasons will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment, and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be subject to discharge. Such leaves without pay shall be granted only at the discretion of the CITY when it will not result in undue prejudice to the interests of the CITY and when it is deemed to be in the best interests of the employee and the CITY. In the event that an employee on leave is employed in violation of this provision, the acceptance of such employment or the act of engaging in employment constitutes a separation from employment with the CITY and shall be construed as a resignation. No benefits will accrue during an unpaid leave of absence, nor shall longevity, for pay purposes, accrue.

Section 2. An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed six (6) months without pay and without loss of seniority for the duration of such disability, provided the employee promptly notifies the CITY of the necessity for such absence and for the continuation of such absence when same is requested by the CITY. No benefits or longevity for pay purposes will accrue during an unpaid leave of absence.

Section 3: BEREAVEMENT LEAVE. Employees shall be allowed to use a minimum of three (3) days of personal or vacation leave following the death of a "relative." A "relative" includes the

following relatives of the employee and relatives of the employee's spouse: spouse, parent, stepparent, son, daughter, stepchild, brother, sister, son or daughter-in-law, brother or sister-in-law, grandparent, grandchild or other persons in the employee's household. At the Employer's

discretion, bereavement leave may be granted for persons not on this list and/or extended past the initial three (3) days. An employee may elect to take unpaid leave in lieu of paid leave for the purposes of this section, provided the employee's paid leave is exhausted.

Section 4. An unpaid leave of absence and the concomitant reinstatement rights of any employee who enters military service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such leaves and reinstatement rights.

Section 5. Employees of the CITY who are members with active status of an Armed Forces Reserve or National Guard Unit shall, at their written request, be granted military leave when engaged in training or active service. A copy of the employee's military orders must accompany the request for said leave. The employee will be compensated by the CITY in an amount equal to the employee's regular base rate of pay for the time of such leave, not to exceed fifteen (15) working days in any calendar year.

Section 6. Employees shall be granted leaves of absence for required jury duty. Employees shall receive that portion of their regular base rate of pay which will, together with their jury duty pay or fees, equal their regular base rate of pay for the same period. Upon receipt of payment of jury duty pay and/or fees, the employee will provide the CITY with proof of same within ten (10) working days. The next appropriate paycheck issued by the CITY will be adjusted accordingly.

Section 7. Administrative leave, with pay, may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars provided such leaves are approved by the Employee's department head or the employee's authorized representative.

Section 8: FAMILY / MEDICAL LEAVE. An employee is eligible for Family/Medical Leave if the employee has been employed for the preceding twelve months and has worked a minimum of 1,250 hours during the twelve month period preceding the commencement of the leave. Leave may be granted for the following reasons:

- 1) Because of the birth of a child, and to care for that child;
- 2) Because of placement of a child with the employee for adoption or foster care;
- 3) To care for a spouse, child or parent of the employee if such spouse, child or parent has a serious health condition;
- 4) Because of a serious health condition that makes the employee unable to perform the functions of the position.

The length of the leave shall not exceed 12 weeks in a 12 month period. The 12 month period is measured forward from the first date leave is used. Leave shall not be taken intermittently or on a reduced leave schedule unless it is in the best interest of the CITY or it is medically necessary for a serious health condition of the employee, the employee's spouse, child or parent. The CITY may require the employee to transfer to an alternative position of like status and pay. Taking unpaid leave will not affect the exempt status of an employee when leave is taken intermittently.

Except in an emergency, the employee is required to provide written notice to the employee's supervisor of not less than 30 days before the date the leave is to begin. If the leave is to begin in less than 30 days, the employee shall provide such written notice as soon as practicable.

The CITY may request from an employee a certification issued by a health care provider to support a requested medical leave to care for child, spouse, parent, or for the individual eligible employee with a serious health condition. The certification shall be sufficient if it contains the following:

- 1) The date the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts;
- 4) A statement that the eligible employee is needed to care for the child, spouse, or parent and the estimated time that such employee is needed to care for the family member; or
- 5) A statement that the employee is unable to perform the functions of the employee's job; and
- 6) In the case of intermittent care, the dates on which such treatment is expected to be given and the duration of such treatment.

The CITY may require, at CITY expense, an opinion from the CITY's own health care provider. The CITY's health care provider shall not be an employee of the CITY. If the opinion from the original employee's certification and City's certification differ, the City may obtain a third opinion, at the City's expense. The third health care provider shall be agreed upon jointly by the City and the employee. The third opinion shall be considered to be final and shall be binding on the City and employee.

The City shall require the employee to use any or all accrued vacation leave, personal leave and compensatory time for the 12 week period with the exception that the employee may retain a total of not more than forty (40) hours of accrued personal leave. On return from leave, the employee shall be returned to a position of like status and pay.

During a period that an eligible employee takes leave under this Section, the City shall maintain coverage under the City's group health and dental plan for not more than a total of 12 weeks. Health and dental benefits and City contribution to premium payments shall be continued at the level of and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall be required to continue payment of the employee portion of the health and dental premiums.

If the employee fails to return to work after the family/medical leave, the City may recover the premiums paid by the City for group health and dental benefits unless the serious health condition of the child, spouse, parent or employee continues or for other circumstances beyond the control of the employee.

Section 9: PARENTAL LEAVE. An employee who has been employed by the City for a minimum of twelve (12) months and averages 20 hours per week and who is a natural or adoptive parent in conjunction with the birth or adoption of a child shall be granted, upon written request to the Human Resources Director, an unpaid leave of absence for a period not to exceed three (3) months. Prior to the City granting a parental leave, benefits eligible to the employee under Family/Medical leave shall be used first. In no event will the combination of Family/Medical leave and Parental leave exceed six months duration unless an extension is for good cause, requested in writing by the employee, and granted by the Human Resources Director. When an employee desires to return from parental leave, the employee shall advise the City in writing at least two weeks prior to the employee's intended date of return. The employee shall be returned to the position which the employee vacated at the commencement of leave or to a position of like status and pay.

For leaves requiring more than a three-month period for pregnancy, delivery and postpartum recuperation, an additional leave of absence without pay may be granted on the basis that such action is taken in the best interest of the City.

In the event the City provides other employees with a paid parental leave benefit in 2020 or 2021, there shall be a reopener to negotiate a paid parental leave benefit in 2020 or 2021, respectively.

Section 10. After completing three (3) years of service with the CITY, an employee may, upon written request, be granted a leave of absence without pay and benefits, to attend job-related classes on a full-time basis at an accredited educational institution. Such leaves of absence will not exceed twelve (12) months. Seniority will not accrue during an educational leave of absence.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

Section 1: SHOE/BOOT ALLOWANCE. The CITY will reimburse field inspection employees up to \$125 per year for safety shoes or boots for those required to wear “safety” shoes or boots.

Section 2: ANIMAL CONTROL COORDINATOR UNIFORM ALLOWANCE. The CITY agrees that it will furnish new full-time employees in the classification of Animal Control Coordinator with an initial issue of uniforms. Commencing in the second year of employment, a clothing allowance of \$675 per year shall be made to each full-time Animal Control Coordinator. This allowance shall be used for the maintenance, repair, and replacement of uniforms and equipment initially provided and required by the CITY. Up to \$100.00 per year of this clothing allowance may be used for cleaning and shall be paid in equal installments of \$50.00 each on the first paycheck due in February and September, respectively.

Should an Animal Control Coordinator, while diligently carrying out his/her prescribed duties, incur loss or damage to the uniform required in the performance of his/her duties, such employee shall be reimbursed by the CITY for the reasonable cost of replacement or repair, and such cost shall not be charged against the employee's account. Repair or replacement of a uniform item shall be at the employee's discretion.

The CITY accepts no responsibility for loss or damage to personal items worn or carried by an Animal Control Coordinator.

Section 3. The CITY and the UNION recognize that certain members of the bargaining unit are members of the Bloomington Volunteer Fire Department. It is understood and agreed that the provisions of this Agreement do not apply to those activities associated with the Bloomington Volunteer Fire Department.

ARTICLE 18 - DRUG & ALCOHOL TESTING

The UNION and the CITY agree to the City of Bloomington’s Non-DOT Drug and Alcohol Testing and Drug Free Workplace Policy dated February 1, 2018.

ARTICLE 19 - DISCIPLINE

Section 1. The CITY will discipline employees only for just cause.

Section 2. Discipline, when administered, will be in one or more of the following forms:

- A. Oral reprimand

- B. Written reprimand
- C. Suspension
- D. Discharge or disciplinary demotion

Section 3. If the CITY reprimands an employee, it shall normally not be done in the presence of other employees or the public.

Section 4. The CITY shall make available to the UNION all information and evidence that will be used to support a suspension or discharge. The UNION shall make available to the CITY all information and evidence that will be used in defense of a suspension or discharge. Such information and evidence may be made available to the parties at any time.

Section 5. All personnel data shall be subject to the Minnesota Data Practices Act, as amended. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. An employee who is reprimanded in writing, suspended, disciplinary demoted, or discharged shall be furnished with a copy of such disciplinary action. Employees shall have access to information contained in their personnel records in accordance with the provisions of the Minnesota Data Practices Act, as amended.

Section 6. A non-probationary employee who is the subject of an investigation that may result in disciplinary action to that employee may have a member of the UNION or legal counsel present during questioning. It will be the responsibility of the employee to make a request for a representative and it will be the employee's responsibility to have the representative present during questioning. Questioning will be conducted at reasonable times.

ARTICLE 20 – Part-Time Employees

In the event the City employs individuals in any of the job classifications covered by this contract on a part-time basis, the following terms and conditions shall apply to said part-time employees notwithstanding any other provisions to the contrary in this contract.

Part-time employment shall be defined as a regular work schedule of less than 40 hours per week.

Section 2: Hours, Assignments & Wages for Part-Time Employees: Part-time employees shall be paid the same hourly wage as is listed in Appendix A for full-time employees in the same job classification.

Part-Time employees shall be compensated for hours worked in excess of 40 hours in a seven-day work week at the rate of time and one-half the employee's base wage. Part-time employees are not eligible to accrue compensatory time.

Section 3: Time Off Benefits for Part-Time Employees: In lieu of vacation leave, personal leave, floating holidays and paid holidays off, part-time employees shall accrue Paid-Time-Off (PTO) in accordance with the following schedule:

Length of Continuous Service	Accrual Rate	Max Accrual	Payout at Resignation or Retirement
Date of Hire to Completion of 5th year of service	1 hour PTO earned for every 14 hours worked	160	none
Start of 6th Year to Completion of 10th year of service	1 hour PTO earned for every 12 hours worked	200	50%
Start of 11th year of service on	1 hour PTO earned for every 10 hours worked	240	100%

For the purposes of calculating PTO earned, “hours worked” shall include all hours actually worked as well as PTO hours used.

Employees may utilize PTO leave up to the amount accrued, provided such leave is approved in advance by the employee’s supervisor. No accrual may be used in the same period in which it is earned, unless approval to do so is granted by the Human Resources Manager.

PTO leave may be used in the case of illness or injury of the employee or the employee’s family member, to attend medical appointments and funerals, to make up for work hours lost due to a City holiday, to celebrate religious holidays or conduct personal business, or for the purposes of rest, relaxation and recreation.

Employees are required to use available PTO leave simultaneously with unpaid FMLA and/or Parenting Leave, down to a balance of 40 hours, which may be retained for use upon return to work.

PTO leave may be used to supplement lost wages as a result of an illness or injury covered by the City’s Worker’s Compensation insurance, but such use shall not be required. Under no circumstances shall the combination of PTO used and Worker’s Compensation benefits exceed the employee’s normal rate of pay.

Employees shall not be permitted to use accrued PTO during the two-weeks preceding the employee’s last day of employment, except in the case of disability. At the time of separation or termination of employment, employees shall be paid out any unused PTO in accordance with the

schedule printed above. When eligible for a pay out of unused PTO, the rate of pay shall be the employee’s base hourly rate of pay in effect on the employee’s last day of employment, minus applicable taxes.

When any part-time employee is appointed to a full-time, regular position, the entire balance of accrued but unused PTO shall be converted to Personal Leave and made available for the employee's use.

Section 4: Insurance & Reimbursement Benefits for Part-Time Employees: Part-time employees with an assigned regular work schedule of 30 hours per week or more shall be eligible for health insurance coverage. The employer contribution for part-time employees covered by this contract shall equal the employer contribution for part-time employees in non-union positions.

Part-time employees are not eligible for dental, life or long-term disability insurance, tuition reimbursement and health club reimbursement.

Articles 1 Purpose and Intent; 2 Recognition; 3 Management Rights; 4 Scope of Agreement; 5 Union Security; 6 Grievance Procedure; 7 Seniority; 8 Probationary Periods; 9 Layoff and Recall; 17 Miscellaneous Provisions; 18 Drug and Alcohol Testing; 19 Discipline; 21 No Lockout / No Strike; 22 Savings; 24 Duration of this contract shall apply to part-time employees. In the event a benefit or term of employment is not referenced in this Article, said benefit and term is excluded from application to a part-time employee.

ARTICLE 21 - NO LOCKOUT / NO STRIKE

Section 1. The UNION agrees that during the life of this Agreement, neither the UNION, nor its officers or agents or members will authorize, instigate, aid, condone, or engage in a strike, slowdown or other interference (to include unlawful picketing) with the CITY's operation. The CITY agrees that, during the same period, there shall be no lockouts.

Section 2. Individual employees, groups of employees or representatives who instigate, aid, or engage in a strike, work stoppage, slowdown or interference (to include unlawful picketing) with the CITY's operation may be disciplined or discharged at the sole discretion of the CITY.

Section 3. Should any employees covered by this Agreement participate in any strike, work stoppage, slowdown, or other interference (to include unlawful picketing) with the CITY's operation, the UNION will immediately notify such employee or employees so engaging in such unauthorized activities to cease and desist, and shall publicly declare that such strike, work stoppage, slowdown or interference (to include unlawful picketing) is illegal, unauthorized, and in violation of this Agreement.

ARTICLE 22 – ADVANCE RESIGNATION POLICY

The UNION and the CITY agree to the terms and conditions of the City of Bloomington Advance Resignation Notice Program as included in Appendix C of this Agreement.

ARTICLE 23 - SAVINGS CLAUSE

Section 1. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal, pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby.

Section 2. In the event any provision herein contained is rendered invalid, upon written request by either party hereto, the CITY and the UNION shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 24 - DURATION

Section 1. This Agreement shall become effective as of January 1, 2020 and shall remain in full force and effect until its expiration date, December 31, 2021 unless extended or amended by agreement of the parties.

Section 2. If neither party gives notice to the above party of its desire to negotiate a successor Agreement by October 31, 2021, this Agreement shall automatically be renewed for successive one year terms thereafter.

In witness whereof, the parties hereto have caused this Agreement to be executed on the day and the year first above written.


AFSCME Council 5, Local 2828

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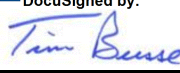
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Annie Jakacki, AFSCME Council 5-Field Representative

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Bart Andersen, AFSCME Council 5-Field Director

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Todd Angus, President, Local 2828

CITY OF BLOOMINGTON, MN

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Tim Busse, Mayor

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James D. Verbrugge, City Manager

APPENDIX A: WAGES

Section 1: ALL-STEP PAY SCALE.

<i>effective</i>	<i>Start</i>	<i>6 mo.</i>	<i>18 mo.</i>	<i>5 yrs.</i>	<i>10 yrs.</i>	<i>15 yrs.</i>	
December 28, 2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		5%	5%	3%	3%	3%	
Grade 1	\$29.94	\$31.44	\$33.01	\$34.00	\$35.02	\$36.07	hourly wage
<hr/>							
Building Inspection Aide							
Environmental Health Aide							
Permit Technician							
Planning Technician							
Grade 2	\$37.61	\$39.49	\$41.46	\$42.70	\$43.98	\$45.30	hourly wage
<hr/>							
Building Inspector							
Electrical Inspector							
Heating & Ventilating Inspector							
Plumbing Inspector							
Grade 3	\$38.71	\$40.65	\$42.68	\$43.96	\$45.28	\$46.64	hourly wage
<hr/>							
Environmental Health Specialist							
General Inspector							

Employees hired prior to January 1, 2012 in a position under the All Step Pay Scale shall be grandfathered such that they will move to Step 5 of the All Step Pay Scale at 9 years of service instead of 10 years of service in 2020. This provision shall be void and sunset effective December 31, 2020.

For 2021, there shall be a wage freeze with no cost-of-living adjustments, no step movement and no performance-based wage increases.

In the event the City provides non-union employees with a cost-of-living adjustments, steps or a performance increase for 2021, the same increases shall be provided to AFSCME Council 5, Local 2828 for 2021.

Section 2: HYBRID PAY SCALE.

<i>effective</i>	<i>Start</i>	<i>6 mo.</i>	<i>18 mo.</i>	Performance	
December 28, 2019	Step 1	Step 2	Step 3	Range	
		5%	5%		
Grade 4	\$31.69	\$33.27	\$34.93	\$34.93 - \$39.61	hourly wage
Animal Control Coordinator Program Specialist I					
Grade 5	\$35.45	\$37.22	\$39.08	\$39.08 - \$44.31	hourly wage
Planner					
Grade 6	\$35.79	\$37.58	\$39.46	\$39.46 - \$44.74	hourly wage
Program Specialist II Residential Property Appraiser					
Grade 7	\$37.62	\$39.50	\$41.48	\$41.48 - \$47.03	hourly wage
Economic Development Analyst Housing & Redevelopment Analyst					
Grade 8	\$39.52	\$41.50	\$43.58	\$43.58 - \$49.40	hourly wage
B&I Program Coordinator Commercial Property Appraiser Env. Health Program Coordinator Plan Check Engineer Tax & Assessment Analyst					

For 2021, there shall be a wage freeze with no cost-of-living adjustments, no step movement and no performance-based wage increases.

In the event the City provides non-union employees with a cost-of-living adjustments, steps or a performance increase for 2021, the same increases shall be provided to AFSCME Council 5, Local 2828 for 2021.

Section 3: STARTING PAY. It is agreed that the CITY has the sole right to start new employees at Step 1, 2 or 3 of any classification due to unusual qualifications of the individual or predicated on recruiting experience. Increases after six (6) months and eighteen (18) months shall be at the sole discretion of the CITY. Further, both parties agree that a new employee hired at Step 2 may be

required to remain at that step until completion of eighteen (18) months before advancing to the next higher step.

Section 4: PAY RATES UPON PROMOTION. The wage of an employee in any of the above classifications (Section 1 and Section 2) who is promoted to a new classification shall be adjusted to the wage step in the new classification that provides the employee with a wage increase. Upon satisfaction of six (6) months in the new classification, the employee shall receive an increase to the next step in the classification, assuming the availability of an additional step in the established range. Upon completion of eighteen (18) months of service in the new classification, the employee shall advance to the next higher step, again assuming the availability of an additional step in the established range. The wage for an employee being promoted to a position listed in Section 2 may be within the established Performance Range of the new position when necessary to provide a wage increase. The aforesaid increases are subject to the maximum wage for the new classification and to continued satisfactory performance.

Section 5: PERFORMANCE-BASED PAY INCREASES. Each full-time employee assigned to a job classification in Section 2 who has progressed to Step 3 of the range shall be eligible for a performance-based wage increase at the beginning of the calendar year. Except that for calendar year 2021, there shall be a wage freeze and no performance-based wage increases shall be granted.

Effective December 28, 2019, such employees shall receive a wage increase of at least 3.5% but not more than 6.0%, with the specific increase determined by recommendation of the employee's Department Head and approval of the City Manager.

Performance-based wage increases are subject to the maximum wage reflected in each classification. An employee's wage shall not exceed the maximum wage for the classification.

Section 6: EXTRA DUTY PAY. The City Manager may authorize up to an additional \$3,000.00 per month payment to bargaining unit members who are temporarily assigned duties and responsibilities which are in addition to the regular duties of the normal position. Both parties to this Agreement recognize and agree that the City Manager has sole authority to authorize such payment and that any action taken under this provision shall not be subject to a grievance procedure.

Section 7: EXCEPTIONAL SERVICE PAY. The City of Bloomington encourages its employees to excel in the performance of their job duties and to enhance the City's quality of service. Individual or group efforts that improve customer service, promote efficiency, and minimize costs are to be commended.

The City may grant additional pay for demonstrated exceptional service. Employees of the bargaining unit who have completed their initial probationary period may be eligible to receive exceptional service pay. Certain performance criteria are a requisite as well as recommendations of the employee's supervisor and the Department Head and approval of the City Manager.

To qualify for Exceptional Service Pay the employee(s) must meet each of the criteria A, B and C plus one of the additional criteria: D, E, F or G:

- A. Effort--The effort of work exceed expectations. The work produced a positive, significant effect for the City. The product or service provided clearly demonstrates an extra effort put forth by the employee.
- B. Consistency--The effort required is of sufficient duration and the exceptional service is consistently applied to customers, residents and/or employees.
- C. Quality--The product or service produced is of the highest quality.
- D. Quantity--The amount of work produced clearly exceeds expectations.
- E. Originality--The product or service is creative or innovative.
- F. Cost saving/revenue generating--The product or service will create a substantial cost saving or revenue generating effect for the City.
- G. Efficiency--Efficiency of City operations is measurably enhanced by the employee's work.

Requests for exceptional service pay may be made by the employee, another City employee, or supervisor. The written request should detail the achievement of the performance criteria, and then be sent to the employee's supervisor. The employee's supervisor will comment in writing on the merits of the request and forward it to the respective Department Head. The Department Head will comment on the request and notify the employee(s).

The Department Head may forward the report to a committee of all City Department Heads. If sent to the committee, the request will be reviewed and reported to the City Manager with or without recommendations. The City Manager has the sole authority to grant exceptional service pay. The Manager may accept the recommendation, and approve the request, deny the request, or take action on the request, modifying it to serve the best interests of the City. The Manager's decision shall be in writing. The employee's Department Head will notify the employee of the Manager's decision.

Exceptional service pay is a one-time payment in an amount not to exceed \$2,000. No employee shall receive more than \$4,000 in exceptional service pay per calendar year.

Both parties to this Agreement recognize and agree that the City Manager has the sole authority to authorize Exceptional Service Pay and that any action or inaction taken under this Section shall not be subject to the grievance procedure.

Section 8. For an employee hired that does not meet the definition of Public Employee under MSA 179A.03 Subdivision 14, the City shall retain the sole right and authority to determine wages, benefits, working conditions, and all other terms and conditions of employment.

Section 9. SEASONAL OR TEMPORARY EMPLOYEES. An employee hired by the City on a seasonal or temporary basis shall be employed by the City for a period of not more than 180 working days in a calendar year. The City shall determine the wages, benefits, working conditions, and all other terms and conditions of employment for temporary and seasonal employees except as follows:

- For the first 90 working days of employment the City shall determine the wage of the temporary or seasonal employee.
- For the 91st working day through the 180th working day, the hourly wage of the temporary or seasonal employee shall be equal to Step 1 of the appropriate job classification, as listed in Section 1 or 2 of this Appendix.

APPENDIX B: PERFORMANCE EVALUATIONS

1. Written performance evaluations shall be reviewed with the employee by the employee's immediate supervisor. The evaluation by the immediate supervisor shall remain intact and unchanged, including comments the employee may incorporate. The Director of Community Development will review the evaluations and may comment on same. Comments by the Director shall be in writing and attached to the evaluation and a copy shall be given to the employee.
2. Performance evaluations shall occur within three (3) weeks prior to the conclusion of the third and sixth month of employment, or promotion, and at least within four (4) calendar weeks following the close of the calendar year.
3. Performance evaluations shall be based on performance only during the current review period; however, the supervisor may reference past reviews to determine whether an employee's performance is improving, deteriorating or to monitor the attainment of goals. Prediction of future performance shall not be allowed to influence the current review.
4. Supervisors performing performance reviews shall focus on the employee's performance.
5. Performance reviews shall identify areas where improvement in performance is desirable. These areas shall be re-evaluated at the next regular evaluation, or sooner if warranted.
6. The employee shall be permitted to respond in writing to the evaluation, and such response shall be attached to and become a part of the evaluation. The employee shall be required to sign the evaluation indicating that the supervisor has personally reviewed the evaluation with the employee.
7. Performance evaluations shall be subject to the Minnesota Data Practices Act, as amended.
8. Performance evaluations shall be kept with the employee's personnel records. Employees shall be allowed to review their evaluations at any reasonable time, and shall be allowed to copy or reproduce them at their own expense.
9. Any action taken or not taken by the CITY as a direct result of any performance evaluation is subject to the grievance procedure. This provision shall not apply to probationary employees.

10. Employees who are members of the bargaining unit shall not be required to assist or participate in the evaluation of performance of other members of the bargaining unit.
11. Performance evaluations may include the immediate supervisor's recommendation for a wage increase. Such recommendations are subject to final approval of the City Manager.
12. Final administrative actions of performance evaluations shall be made known to the employee.

APPENDIX C: ADVANCE RESIGNATION NOTICE POLICY

The City's Advance Resignation Notice Program is designed to improve the efficiency and stability of the City's workforce by encouraging employees to give the City advance notice of their intent to resign. The purpose of this program is to begin the process of replacing an employee who is leaving the City as soon as possible after notice is received. This will reduce the time that the position remains unfilled.ⁱ

This program is available to regular full-time non-union employees and any regular full-time union employees after the union has officially adopted this policy and the date the union and the City Council have officially amended the labor agreement with the City.

In order to be eligible for an Advance Notice payment an employee must give at least 90 calendar days' notice to the employee's department director (department directors notify City Manager) before his or her last day of workⁱⁱ. The City reserves the right to approve or deny requests for use of accrued benefit hours during the 90-120 day period. It is the policy and intent that an employee requesting an Advance Notice Incentive remain actively working for the City and not use benefit time off during the 90-120 day period.

The agreement must be signed by the employee, the department director, and the Human Resources Director to be effective. The City reserves the right to refuse to enter into this agreement with any employee. For purposes of this policy the term day(s) shall mean calendar day(s).

The City will provide the following one-time payment for advance notice:

Ninety (90) days:	\$1,000.00
One Hundred and Twenty (120) days:	\$2,000.00

Payment will be made on or after the employment termination date. Payment will not be made if the employee or the City rescinds the resignation. Payment is subject to taxation and required deductions.

An employee has ten (10) calendar days from the date the employee signs the agreement to rescind the Advance Resignation Notice. After the City has accepted the resignation and after the expiration of the Employee's 10-day rescission period, the resignation becomes irrevocable and Employee may

ⁱ The City reserves the right to not replace any employee who resigns or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advance Notice payment.

ⁱⁱ The last day of work is defined, for this program, as the last day that an employee will be actively working for the City.

no longer rescind it without the City's agreement to either permit rescission or defer the resignation. Refusing to accept the Advance Notice payment will not void the agreement. In the event the Employee breaches this Agreement by terminating employment with the City in advance of the agreed upon resignation date the Employee forfeits all eligibility for any advance resignation incentive. In addition, the Employee's separation from employment may be considered by the City as "not in good standing" and this determination may be relayed to the inquiries of the Employee's prospective employers. Breach of the Agreement may also serve as basis for ineligibility from future employment with the City.

If a qualifying Family/Medical Leave Act (FMLA) event occurs during the effective period (90-120 days) of the agreement, such event shall be characterized as breach for good cause and the City shall release the employee from the agreement and disqualify the employee from the incentive payment.

CITY OF BLOOMINGTON ADVANCE RESIGNATION NOTICE POLICY

DATE: _____

TO: _____, (Department Director)

FROM: _____, (Employee)

RE: Voluntary Resignation/Retirement Notice

VOLUNTARY RESIGNATION OR RETIREMENT

I, _____, voluntarily resign my position of _____,
with the City of Bloomington. Job Title

My last day of work will be: _____ (Termination Date)

By signing this document I am agreeing to the terms and conditions of the City's Advance Resignation Notice program. I understand that in order to be eligible for an Advance Notice payment I must give at least 90 days' notice before my last day of work and that any payment will be based upon the actual number of calendar days elapsed between the date of this notice and the last day of work. I also understand that in signing this Notice I am agreeing that there will no longer be a position available to me after the stated termination date.

I understand that I have ten (10) calendar days from the date I sign to rescind this resignation. A rescission must be in writing, dated, signed and delivered to the Director of Human Resources, City of Bloomington, 1800 West Old Shakopee Road, Bloomington, Minnesota within the 10 calendar day period. After the 10-day period my resignation is irrevocable, unless rescinded by the City.

Employee's Signature

Date

Resignation Accepted

Department Director

Date

Human Resources Manager Signature

Date

Notice Payment eligible for: 90 days 120 days

APPENDIX D: HEALTH INSURANCE CONTRIBUTION – FULL-TIME EMPLOYEES**2020 Health Insurance Premiums for Full-Time Employees**

PEIP HSA (Low)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$540.60	\$540.60	\$0.00
Two-Party	\$1,081.18	\$1,081.18	\$0.00
Family	\$1,621.76	\$1,580.00	\$41.76

For employees selecting this plan, the City will make an annual contribution of \$2,400 to either an HRA or an HSA for Employee-Only, Two-Party or Family Coverage. (\$1,200 for those enrolled on or after July 1.)

PEIP Value (Medium)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$710.76	\$710.76	\$0.00
Two-Party	\$1,421.52	\$1,281.18	\$140.34
Family	\$2,132.28	\$1,780.00	\$352.28

PEIP Advantage (High)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$791.50	\$740.00	\$51.50
Two-Party	\$1,582.98	\$1,281.18	\$301.80
Family	\$2,374.20	\$1,780.00	\$594.20

APPENDIX E: HEALTH INSURANCE CONTRIBUTION – PART-TIME EMPLOYEES*2020 Health Insurance Premiums for Full-Time Employees*

PEIP HSA (Low)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$540.60	\$540.60	\$0.00
Two-Party	\$1,081.18	\$540.60	\$540.58
Family	\$1,621.76	\$540.60	\$1,081.16

For employees selecting this plan, the City will make an annual contribution of \$2,400 to either an HRA or an HSA for Employee-Only, Two-Party or Family Coverage. (\$1200 for those enrolled on or after July 1.)

PEIP Value (Medium)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$710.76	\$710.76	\$0.00
Two-Party	\$1,421.52	\$740.60	\$680.92
Family	\$2,132.28	\$740.60	\$1,391.68

PEIP Advantage (High)			
	Monthly Premium	City Contribution	Employee Cost
Employee-Only	\$791.50	\$740.00	\$51.50
Two-Party	\$1,582.98	\$740.60	\$842.38
Family	\$2,374.20	\$740.60	\$1,633.60