

LABOR AGREEMENT

between the
City of Bloomington, MN
and
AFSCME Council 5, Local 2828
Assistant City Attorneys

2018 - 2019

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AGREEMENT

This Agreement is entered into this ^{23rd} day of July, 2018 between the CITY OF BLOOMINGTON, MINNESOTA, a municipal corporation, hereinafter referred to as the CITY, and LOCAL 2828 Assistant City Attorneys, COUNCIL 5, of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPIAL 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 the Agreement.

ARTICLE 2 - PREAMBLE

This Agreement entered into by the City of Bloomington, and Council #5, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, has its purpose, the promotion of harmonious relations between the Employer and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 3 - RECOGNITION

Section 1. The CITY recognizes the UNION as the sole and exclusive bargaining representative for all Assistant City Attorneys employed by the City of Bloomington, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other 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 4 - NON-DISCRIMINATION

The parties agree that their respective policies will not discriminate against any employee covered by this AGREEMENT because of association or affiliation or non-association or non-affiliation with a labor organization nor will either party to this AGREEMENT discriminate on the aforementioned basis in the application or interpretation of the provisions of this AGREEMENT.

ARTICLE 5 - 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 Legal Department.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions in the Legal 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 because of lack of work or other legitimate reasons.
- F. To determine the mission of the City in the Legal 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 this Agreement remain vested solely and exclusively in the CITY.

ARTICLE 6 - 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 with the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 7 - UNION SECURITY

Section 1. In recognition of the UNION as a certified exclusive representative of certain classified personnel in the Legal 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. The UNION may designate two employees from the bargaining unit to act as Stewards and shall inform the CITY, in writing.

Section 3. On or before January 31st of each year of this Agreement upon request, the UNION shall provide the CITY with a current list of the officers of Local 2828 including name and position.

Section 4. 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 three (3) in number.

Section 5. 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 MN Statute 179A.

Section 6. Once each month the CITY will provide the UNION with a list of bargaining unit members electronically at no cost.

ARTICLE 8 - 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 one 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 and the President or their designee shall present the grievance to the City Attorney in writing, within fifteen (15) working days of the date of the grievance or the Employee's knowledge of its occurrence. 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, and the avenue through which redress is sought. The City Attorney shall meet with the Employee and the President or their designee within fifteen (15) working days after the date of receipt of the grievance. The City Attorney shall give a written answer to the Employee and the President or their designee within fifteen (15) working days after the meeting. Any grievance not appealed, in writing, to Step Two by the UNION within fifteen (15) working days after receipt of the City Attorney's written response shall be considered waived.

Section 4. SECOND STEP: If the grievance is not resolved in the first 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 fifteen (15) working days after receipt of the City Attorney's First 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 Second Step meeting. Any grievance not appealed, in writing, to Step Three by the UNION within thirty (30) calendar days of receipt of the Manager's answer shall be considered waived. An appeal to Step Three shall be effectuated by a formal request to the Bureau of Mediation Services requesting arbitration.

A grievance unresolved in Step 2 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 3.

Section 5. THIRD STEP: A grievance unresolved in Step 2 and appealed to Step 3 may be submitted to arbitration within thirty (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 6. 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 7. 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 8. A grievance filed in relation to suspension, discharge or 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.

Section 9. 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. If appealed to any procedure other than Step 3 of this Article, the grievance shall not be subject to the arbitration procedure of this Article. The aggrieved employee(s) shall indicate, in writing, should an alternate procedure be selected and shall sign a statement to the effect that the choice of the alternate procedure precludes the aggrieved employee(s) from making an appeal through Step 3 of this Article.

Section 10. 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 9 - SENIORITY

Section 1. "Seniority" is defined as a regular full-time employee's length of continuous service with the CITY since the employee's last date of hire. "Date of hire" is defined as the date upon which an employee first reported for work in a job included in the bargaining unit, at the direction of the CITY, and 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 absences, vacations, sicknesses or accidents, temporary transfers, 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.

Section 2. All employees shall be probationary employees during the first six (6) months of employment in the City of Bloomington Legal Department. 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 3. 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 an electronic copy will be provided to the UNION President and 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 are 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 4. 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 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 5. 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.

Section 6. Employees who are promoted shall serve a six (6) 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.

Section 7. Vacancy and promotional opportunities within the Legal Department shall be posted for no less than 7 working days. Internal candidates shall be given fair consideration and be provided an interview in accordance with CITY policy.

ARTICLE 10 - LAYOFF AND RECALL

Section 1. When a decrease in the number of positions occurs in any job classification in the bargaining unit, 14 days prior notice will be given to both the employee and the Union. Layoffs will occur in the following order: temporary employee(s) in the job classification being reduced shall be displaced first. Next, probationary employees in the job classification being reduced shall be displaced. Next, the employee(s) with the least seniority in the job classification being reduced shall be displaced. A displaced employee may displace the least senior employee in another classification only within the affected division, provided that such employee has more overall seniority and 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 six (6) month probationary period to determine if the employee can perform the remaining work. "Division" for the purposes of this section is the Legal Department.

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.

Section 2. Both parties to this Agreement recognize that specific actions taken under this provision of this Agreement are subject to the grievance procedure.

Section 3. 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 that does not return to work within twenty (20) calendar days shall be terminated from employment.

ARTICLE 11 - HOURS, ASSIGNMENTS, AND WAGES

Section 1. Due to the nature of the work by the Attorneys in the City of Bloomington Legal Department, the parties recognize that the employees are Professional employees as defined by MN Statute 179A.03 Subd. 13.

Section 2. The normal work schedule for full-time employees covered by this agreement shall consist of a minimum of eighty (80) hours within each biweekly payroll period. Employees are generally expected to be working during the normal business hours, weekdays between 8:00 a.m. and 4:30 p.m., or as otherwise established by the CITY for the employee's work group, subject to the leave provisions of this Agreement and applicable state and federal statutes. Due to the nature of their work, however, the job duties of persons in this bargaining unit may require the employees to work irregular hours, and work on holidays and weekends. Such work requirements are considered an integral part of the job. Therefore, maintaining consistent starting and quitting times and scheduling specific numbers of hours worked in any day or week may be impractical. At the City Attorney's sole discretion, an employee may be allowed some flexibility in work hours.

Section 3. 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 the whole Agreement.

ARTICLE 12 - 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. All full-time employees will also receive two (2) “floating” holidays of eight (8) hours 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 13 - 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 use 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 14 - PERSONAL LEAVE

Section 1: ACCRUAL. Full-time employees of the bargaining unit shall accrue personal leave at a rate of 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.

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 (1,000) converted to cash and deposited into a Post-Employment Health Care Savings Plan (PEHCSP) account. The amount deposited into the employee's PEHCSP account shall be an amount equal to the employee's individual personal leave hours in excess of one thousand (1,000), times the employee's normal straight-time rate of pay.

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-Employment Health Care Savings Plan account. The amount deposited into the employee's PEHCSP 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.

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. For an employee who qualifies and is approved for temporary total disability worker's compensation benefits under Minnesota State Law, the CITY shall make up the difference between the lost time worker's compensation benefit and the employee's straight time rate of pay (less federal and state taxes) by drawing on the employee's personal leave balance, if any. The CITY shall pay 2.67 hours per day of lost time, paid at the employee's straight time rate of pay and charging the 2.67 hours against the employee's personal leave balance. This section shall not apply to any employee who has no personal leave balance. This section shall apply ten (10) days after the date of injury.

ARTICLE 15 - 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. 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. No benefits will accrue during an unpaid leave of absence, nor shall longevity, for pay purposes, accrue.

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. 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.

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, required CLE attendance, and seminars provided such leaves are approved by the Employee's department head or the Employer's authorized representative.

Section 8. Officers of the UNION shall be allowed reasonable unpaid time off and leaves of absence, for the purposes of conducting UNION business, and in accordance with MN Statute 179A.07 Subd. 6.

Section 9. A leave of absence for legislative service shall be given for the length of the term of service for the position held and in accordance with MN Statute.

Section 10: FAMILY / MEDICAL LEAVE. An employee is eligible for Family/Medical Leave if the employee has been employed for the preceding twelve (12) months and has worked a minimum of 1,250 hours during the twelve (12) month period preceding the commencement of the leave. Leave may be granted according to applicable state and federal law. The CITY shall require the employee to use any or all accrued vacation leave and personal leave for the twelve (12) week period with the exception that the employee may retain a total of not more than forty (40) hours of accrued personal leave. 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.

Section 11: PARENTAL LEAVE. An employee who has been employed by the CITY for a minimum of twelve (12) months and averages twenty (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 not to exceed three (3) months. Prior to the City granting a parental leave, benefits eligible to the employee under the Family / Medical Leave Act 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 (2) 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 (3) 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.

The employer will explore a paid parental leave program that would benefit the Employer and its employees. The Employer will meet and confer with the Union to gain input prior to implementation of any proposed paid parental leave program.

Section 12. 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 16 - INSURANCE

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.

For 2018, the CITY shall pay the cost of the monthly premium for the employee, or two-person, or family coverage in an amount not to exceed \$1435 per month. The balance of the premium costs, if any, shall be paid by the employee. The CITY and the UNION agree to a reopener to determine the City's 2019 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 17 – TUITION & HEALTH CLUB 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.

ARTICLE 18 - LICENSURE REIMBURSEMENT

Section 1. The CITY agrees that it will reimburse those members of the bargaining unit who are required to have specific licenses for the performance of their job duties for the cost of said license(s). This will include any licenses required by the State of Minnesota.

Section 2. Other certifications may be reimbursed by the CITY with pre-approval from the City Attorney.

Section 3. Each bargaining unit employee shall have their required minimum continuing legal education (CLE) credits paid for by the CITY to the vendor whenever practical or as a reimbursement to the employee incurring the cost. Additional CLE credits may be reimbursed by the CITY with pre-approval from the City Attorney.

Section 4. The CITY shall reimburse employees for any expense incurred to maintain various professional association memberships at the sole discretion of the City Attorney.

ARTICLE 19 - AUTOMOBILE & TRAVEL EXPENSES

The UNION and the CITY agree to the Automobile and Travel Expense Policy as included in City of Bloomington's Employee Policy Handbook as amended. The CITY will notify the UNION of proposed changes to the Automobile and Travel Expense Policy and upon the request of the UNION the CITY will meet and discuss such changes prior to implementation.

Effective January 2, 2019, the CITY will provide for two, unreserved parking spaces at a parking garage in downtown Minneapolis that is conveniently located to the Hennepin County Government Center for Court.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

The CITY will furnish one bulletin board at a location approximate to the Legal Department office area for the sole use of the UNION. The board 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 City Attorney. 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.

The City shall have the right to remove any postings that are in violation of this section.

ARTICLE 21 - 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. The CITY will notify the UNION of proposed changes to the Drug and Alcohol Testing Policy and upon the request of the UNION the CITY will meet and discuss such changes prior to implementation.

ARTICLE 22 - 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. 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 5. A non-probationary bargaining unit employee who is the subject of an investigation that may result in disciplinary action to that employee may have a representative of the UNION 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 23 - WORK STOPPAGE

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 24 - ADVANCE RESIGNATION NOTICE PROGRAM

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 25 - RIGHT OF CONTRACTING SERVICES

Section 1. Nothing in this Agreement shall prohibit or restrict the right of the CITY from contracting with vendors or others for materials or services.

Section 2. In the event the CITY elects to subcontract out work now being performed by bargaining unit employees which will result in the layoff of bargaining unit employees, the UNION will be notified no less than forty-five (45) calendar days in advance of the lay-off. During this forty-five (45) day period, the CITY will provide the UNION with the opportunity to meet and discuss the impact of such contracting out on bargaining unit employees who may be laid off.

ARTICLE 26 - 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 27 - DURATION

Section 1. This Agreement shall become effective as of January 1, 2018 and shall remain in full force and effect until its expiration date, December 31, 2019, unless extended or amended by agreement of the parties.

Section 2. If neither the UNION nor the CITY gives notice to the other party of its desire to negotiate a successor Agreement as above provided, the 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.

LOCAL 2828, COUNCIL 5, AFSCME, AFL-CIO

Heather P. Magnuson
President, Local 2828 - Representative from Legal
Joseph Bege
Business Representative

CITY OF BLOOMINGTON, MINNESOTA

[Signature]
Mayor
[Signature]
City Manager

APPENDIX A –WAGES

Section 1.

Job Classification: Assistant City Attorney (Prosecution)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Performance Range
		<i>Start</i>	<i>6 months</i>	<i>18 months</i>	<i>3 years</i>	<i>5 years</i>	<i>7 years</i>	
	<i>Relationship to Max Salary</i>	70%	72%	74%	77%	81%	85%	
1-1-2018	Annual Salary	\$79,860	\$82,141	\$84,423	\$87,846	\$92,409	\$96,972	\$96,972 - \$114,095
6-30-2018	Annual Salary	\$80,259	\$82,552	\$84,845	\$88,285	\$92,871	\$97,457	\$97,457 - \$114,665
12-29-2018	Annual Salary	\$82,667	\$85,029	\$87,391	\$90,933	\$95,657	\$100,381	\$100,381 - \$118,105

Job Classification: Assistant City Attorney (Civil)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Performance Range
		<i>Start</i>	<i>6 months</i>	<i>18 months</i>	<i>3 years</i>	<i>5 years</i>	<i>7 years</i>	
	<i>Relationship to Max Salary</i>	70%	72%	74%	77%	81%	85%	
1-1-2018	Annual Salary	\$95,192	\$97,911	\$100,630	\$104,711	\$110,150	\$115,589	\$115,589 - \$135,989
6-30-2018	Annual Salary	\$95,668	\$98,401	\$101,134	\$105,234	\$110,700	\$116,167	\$116,167 - \$136,669
12-29-2018	Annual Salary	\$98,538	\$101,353	\$104,168	\$108,392	\$114,021	\$119,652	\$119,652 - \$140,769

Section 2. The wage rate of an employee in one of the above classifications who is promoted to a higher classification shall be adjusted to the first step in the new classification that provides the employee with a wage increase. Such employee shall receive subsequent step increases upon satisfactory completion of six (6) months, eighteen (18) months, three (3) years, five (5) years and seven (7) years in the new classification, subject to a maximum of Step 6. Additional wage rate increases to an amount within the Performance Range shall be subject to job performance and shall be limited by the maximum wage for the classification.

Section 3. Effective January 1, 2018, an employee whose existing wage is within the performance range of the classification shall receive a wage increase of not less than 2.5% and not more than 5% of the employee's existing wage rate as a function of the employee's performance. A performance wage increase shall be recommended by the City Attorney. The City Manager shall make the determination of the amount of the performance wage increase.

Effective June 30, 2018, an employee whose existing wage is within the performance range of the classification shall receive a 0.5% wage increase.

Effective January 1, 2019, an employee whose existing wage is within the performance range of the classification shall receive a wage increase of not less than 3% and not more than 6% of the employee's existing wage rate as a function of the employee's performance. A performance wage increase shall be recommended by the City Attorney. The City Manager shall make the determination of the amount of the performance wage increase.

Performance 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 4. 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. In such cases, 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 or Step 3 may be required to remain at that step until completion of eighteen (18) months or three (3) years, respectively, before advancing to the next higher step.

Section 5. 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 6: 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.

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.
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. Supervisor 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 salary 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.

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 work. 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
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One Hundred and Twenty (120) days:	\$2,000.00
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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.

- 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.

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 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 form 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.