

2015 - 2017
LABOR AGREEMENT

A.F.S.C.M.E.
Park Maintenance Employees

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Bloomington and AFSCME Council 5

Park Maintenance Employees – a unit of Public Works

Preamble

This agreement entered into this 26th day of January, 2015 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, witnesseth:

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 – Recognition

Section 1. The CITY recognizes the UNION as the exclusive representative under Minn. Stat. 179A.12, subd. 10, of a bargaining unit certified by the Bureau of Mediation Services on October 17, 2012, BMS Case No. 12PCE1115, and described as follows:

All Park Maintenance Division employees of the Public Works Department, 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.

Section 2. If the CITY establishes new job classifications within the bargaining unit, the CITY shall notify the UNION of the wage rate for the new job classification. If the UNION disagrees with the proposed rate, the CITY will meet and negotiate over the wages for the new job classification; however, it is understood that all other terms and conditions of this Agreement will apply to such positions.

Article 3 – Management Rights

Section 1. 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:

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

Section 2. All management rights not specifically limited or abrogated by the terms and provisions of the Agreement remain vested solely and exclusively in the CITY.

Section 3. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement. In the event the Employer elects to contract out work performed by employees covered by this Agreement which will result in the layoff of bargaining unit employees, the CITY will notify the UNION thirty (30) calendar days in advance of the layoff notice and provide the UNION the opportunity to meet and discuss regarding the effects of such contracting out on the laid off employees. If the UNION wishes to meet and discuss in accordance with this provision, the UNION shall so notify the CITY in writing.

Article 4 – Scope of 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 by at 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 5 – Union Security

Section 1. In recognition of the UNION as a certified exclusive representative of certain classified personnel in the bargaining unit, the CITY shall deduct from the wages of employees who authorize, in writing, 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 one employee from the bargaining unit to act as Steward (and one as an alternate Steward) and shall inform the CITY, in writing, of such choice.

Section 3. On or before January 31st 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 4. Officers of the UNION shall be allowed reasonable time off and leaves of absence, with prior approval of their immediate supervisor 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 the CITY. 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 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 by Minnesota Statute 179A.

Section 6. Once each month the CITY will provide the UNION with a list of bargaining unit members.

Section 7. The CITY shall not enter into any agreement with bargaining unit employees individually or collectively which in any way conflicts with provisions hereof.

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 the specific terms or conditions 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 event or circumstance on which the grievance is based. The Supervisor shall attempt to resolve the matter and shall respond to the Employee within five (5) working days. Any grievance not appealed, in writing, to Step Two by the UNION within five (5) working days after receipt of the Director'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 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 Step 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, Steward or alternate Steward. The Department Director and Division Head, or their designee, 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, Employee, 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 City 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 for arbitration with a copy to the City Manager.

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. 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.

- B. 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 express terms of this Agreement and on the facts of the grievance presented.
- C. 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 7. A grievance on behalf of the entire bargaining unit shall be filed by the UNION President (or Steward in the Union President's absence) and it shall be processed starting with the Second Step of the Grievance Procedure if it involves an entire bargaining unit.

Section 8. 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 9. 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 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 7 – Seniority

Section 1. "Seniority" is defined as a regular full-time employee's length of continuous service with the CITY in the Department of Public Works Park Maintenance Division as of 9-1-13. 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.

Section 2. 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 most recent date of hire with the CITY 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 a copy will be provided the UNION Secretary-Treasurer. The names of all regular full-time 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 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 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 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 to prior service.

Section 6. Employees who are promoted to a classification in the bargaining unit shall serve a six-month promotional probationary period in the new job classification. 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 classification in the bargaining unit may be returned to the employee's original classification at the sole discretion of the CITY. If that position is not available, the employee may be reassigned to a position of like status and pay.

Article 8 – Layoff and Recall

Section 1. An appointing authority may lay off an employee when it is deemed appropriate by reason of lack of work, reduction of funds, the abolition of the position, reorganization, or other. The duties performed by any employee laid off may be reassigned to other employees who occupy positions in other classes. No suspension, demotion or dismissal of an employee from the service as disciplinary action shall be considered as a layoff.

Layoffs of employees in the bargaining unit shall be accomplished by eliminating a position(s) from a classification(s). Temporary employees in the classification shall be laid off first. If no temporary employees are in the classification, probationary employees shall be laid off. If no probationary employees are in the classification, the employee with the least seniority shall be laid off. Both parties to this Agreement recognize that specific actions taken under this Article 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 described in Section 1. 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 9 – 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 credit for 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 or longevity for pay purposes will accrue during an unpaid leave of absence.

Section 2. Should an employee be absent for three or more consecutive calendar months due to a disability, the employee may be eligible for benefits provided by long-term disability and/or Public Employees' Retirement Association, regardless of actual balances. Accrued, unused personal leave and vacation hours, shall be paid to the disabled employee at termination. No benefits or longevity for pay purposes will accrue during an unpaid leave of absence.

Section 3. 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 4. Regular 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 5. 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 6. Administrative leave, with pay, may be authorized by the Employee's department head or the employee's authorized representative.

Section 7. Eligible employees shall be entitled to leaves of absence in accordance with the Family and Medical Leave policy in the City's Employment Rules.

Section 8. Eligible employees shall be entitled to leaves of absence in accordance with the Parental Leave Policy in the City's Employment Rules.

Article 10 – Sick Leave

Employees hired prior to May 1, 1984 may use accrued sick leave in accordance with Section 13 of the Employment Rules.

Article 11 – Personal Leave

Section 1. Regular full-time and probationary 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.

Upon completion of an initial probationary period personal leave may be used by the employee for the purposes identified in Article 10 or may be used provided that the employee obtains advance written approval from the employee's supervisor.

Section 2. Regular full-time 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. In December of each year, each regular 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 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, times the employee's normal straight-time rate of pay.

Each regular 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 regular 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.

Probationary employees shall not be paid the employee's accrued personal leave at the time of termination.

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. A regular employee who qualifies and is approved for temporary total disability may be paid the difference between Workers' Compensation weekly wage loss benefits and the employee's normal net rate of pay (less federal, state, and city taxes) by drawing on the employee's accrued leave balances. The difference paid by the CITY shall be pro-rated on the basis of the employee's gross hourly salary, and the number of hours will be charged against the employee's accrued leave balances. In no event shall an employee's combined compensation and Workers' Compensation plus accrual leave, exceed the employee's normal net rate of pay.

Article 12 – Insurance

Section 1. The CITY shall provide group term life insurance and accidental death and dismemberment insurance for regular full-time employees of the bargaining unit in the total face amount of \$50,000 effective the first of the month following ratification of this agreement by both parties.

Section 2. The CITY shall provide a group health insurance plan and/or an optional health maintenance plan, 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.

All regular or probationary full-time employees are eligible to enroll in group insurance programs during their initial thirty days of service with the CITY; however, their coverage will not commence until the initial thirty days of service are completed.

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, 2015 the CITY shall pay the cost of the health insurance for the employee, or two-person, or family coverage in an amount to be determined by the Bloomington City Council. The maximum amount set by the City Council shall be the same for members of this bargaining unit (Local 2828) and the unrepresented regular, full-time employees of the CITY. The balance of the premium costs, if any, shall be paid by the employee through payroll deduction. This provision shall expire on December 31, 2017 and any adjustments to employer contributions shall be subject to a successor labor agreement.

Section 3. The CITY shall provide a long-term disability insurance program for regular 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 4. The CITY shall provide a Group Dental Insurance Plan for full-time employees and their eligible dependents. The CITY shall pay for coverage of the employee and one-half the cost for the employee's eligible dependents.

Section 5. 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 one-time 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 13 – Hours, Assignments and Wages

Section 1. The standard workday is eight (8) hours and the standard work week 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. Division heads may establish a different work day for an employee or employees, not to exceed 12 hours in a consecutive 24 hour period. If the CITY implements a modified work schedule for more than one (1) month, unless it is an emergency situation, the CITY shall provide ten (10) working days advance notice to affected employees.

Section 2. Non-exempt employees working in excess of the established work day or work week shall be compensated at a rate of one and one-half (1-1/2) times their base hourly rate of pay for the hours worked in excess of the established work day or work week. As an alternative to compensation at overtime rates for time worked in excess of the standard work day and 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 eighty (80) 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.

Section 3. An employee may convert not more than eighty (80) hours of compensatory time to a one-time cash payment, provided that the employee has a sufficient compensatory time balance and complies with the following procedure. Prior to November 15 of each year, the employee must request, in writing, on a form provided by the CITY that the employee's compensatory time hours be converted to a cash benefit. The compensatory time hours will be converted at the employee's straight time rate of pay in effect for the pay period payable to the employee's first paycheck in December (less applicable federal and state taxes and other required payroll deductions).

Section 4. 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. 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. Compensation at overtime rates will not be paid for time not worked.

Section 5. 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 two and one-half (2 ½) 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 6. Each regular, full-time member of the bargaining unit shall be entitled to not more than fifteen (15) minutes during the first one-half of the employee's assigned shift and fifteen 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. Except as provided in Section 7, work breaks may not be taken immediately after the starting time nor immediately preceding quitting time, nor shall they be taken as an extension of a lunch period.

Section 7. Each regular 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. At the discretion of and the express approval of the Department Head, employees may work 8 hours and receive a ½ hour paid lunch in lieu of two (2) fifteen (15) minute breaks.

Section 8. 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.

Section 9. 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 14 – Holidays

Section 1. All regular, 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. | Christmas Day | (December 25) |

- A. 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.
- B. Section 1 - B. 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. When a full-time employee works on one of the holidays listed in Section 1 above, the employee shall receive eight hours straight time pay or eight hours compensatory time off as compensation for the holiday and shall receive one and one-half (1-1/2) times the employee's normal straight time pay for hours worked. When an employee works on Christmas Day, December 25, the employee shall receive two (2) times the employee's normal straight time pay for those hours worked. Should an employee be called in to work on one of the holidays listed in Section 1 above, the provisions of Article 13, Section 5 shall be superseded by this Section. (Example: January 1, New Year's Day is on Sunday. If the employee works on Sunday, January 1, the employee will receive one and one-half (1-1/2) times the employee's normal straight time pay for hours worked. If the employee works on the observed holiday on Monday, January 2, the employee will receive eight hours of holiday pay or eight hours compensatory time off as compensation for the holiday, and straight time pay for the hours worked.)

Section 3. All regular, and probationary full-time employees will 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 and the holidays shall be taken by the close of each calendar year. An unused floating holiday shall be forfeited. Floating holidays may be taken during the employee's probationary period. 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 shall not receive compensation in lieu of taking a floating holiday. Floating holidays shall be taken in not less than eight (8) hour increments.

Article 15 – Vacation

Section 1. All regular full-time employees are eligible to receive vacation with pay after completion of their initial probationary period. No vacation leave shall be granted during the initial probation period.

Section 2. Each employee may accrue vacation hours up to two (2) times the amount of the employee's respective annual accrual rate per the following schedules:

<u>Years of Service</u>	<u>Accrual Rate/Month</u>	<u>Accrual Rate/Year</u>	<u>Maximum Accrual</u>
Completion of six months	7 hours	42 hours	168 hours
Completion of one year	7 hours	84 hours	168 hours
Completion of five years	10 hours	120 hours	240 hours
Sixth year through and including tenth year	10 hours	120 hours	240 hours
Eleventh year	10.67 hours	128 hours	256 hours
Twelfth 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	480 hours

Section 3. Employees who have completed their probationary period may be granted vacation leave up to the amount accrued, providing such leave is approved by the employee's supervisor. No accruals may be used in advance of its deposit into the accrual bank.

Section 4. A regular, full-time employee who retires or voluntarily terminates employment shall be paid for the employee's accrued unused vacation, providing the employee has submitted his/her written resignation/retirement notice two (2) calendar weeks prior to the employee's intended termination date. The CITY will provide an employee who is laid off reasonable notice and will pay the employee, for the employee's accrued vacation on the employee's last day worked immediately preceding such period of lay-off.

Section 5. 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 vacation period or lay-off date or termination date. Probationary employees shall not be paid accrued vacation at termination of employment.

Section 6. Employees' shall not be permitted to use accrued vacation on the dates immediately preceding the employees' termination or retirement date, except in the case of disability.

Article 16 – Tuition and Reimbursement

Section 1. The CITY encourages employees to improve job performance in their present positions and to prepare for advancement with the CITY through self-development. The CITY may 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.

Section 2. The CITY will reimburse eligible full-time employees upon presentation of their final grades per the following schedule:

Grade of "A"	100% of tuition
Grade of "B"	100% of tuition
Grade of "C"	100% of tuition
Grade of "D"	0% of tuition
Grade of "F"	0% of tuition

Those courses having a pass/fail system: 100% reimbursement for "passing"; no reimbursement for "fail".

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.

Section 3. The reimbursement shall be paid only for tuition, certain 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.

A. 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.

B. Books for which the student has been reimbursed by the CITY will be the property of the CITY and will be given to the immediate supervisor upon completion of the respective courses.

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

Section 4. No employees may receive assistance from other sources and receive tuition aid reimbursement from the CITY for the same courses taken.

Section 5. No reimbursement will be made unless approval for the particular course(s) at a particular accredited school is given by the department supervisor or the supervisor's designated representative and the Human Resources Director or their designee prior to the commencement of such course(s).

Section 6. Reimbursement for specific courses shall be limited to actual tuition paid or to the tuition that would be paid for a similar course taken in a comparable department of a land grant college/university such as the University of Minnesota, whichever is less.

Article 17 – Miscellaneous Provisions

Section 1. The CITY will furnish one bulletin board in the Public Works cafeteria. 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 Public Works Director.

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 2. The CITY agrees that it will reimburse those members of the bargaining unit who are required to hold a license or certification for the performance of their job duties, for the actual cost of such license or certification, with the approval of their supervisor, and Department Head or designee, except the reimbursement for CDL will be only that portion attributable for Commercial Driver's License.

Section 3. The CITY agrees to pay an annual boot allowance of \$125 for 2014 to all bargaining unit employees when the employer requires employees wear them.

Section 4. The CITY will provide all required uniforms for the bargaining unit employees.

Section 5. The CITY will pay for prescription safety glasses per departmental policy.

Article 18 – Drug & Alcohol Testing

The Union will follow the CITY'S implementation of the Federal Omnibus Transportation Employee Testing Act and its related regulations.

Article 19 – Discipline

Section 1. The CITY will discipline employees who have completed the probationary period 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 on the presence of other employees or the public.

Section 4. All personnel data shall be subject to the Minnesota Government 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, 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 Government Data Practices Act, as amended.

Section 5. 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 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 – 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 21 – 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 B of this Agreement, effective the date of City Council ratification of this Agreement.

Article 22 – 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 court or state or federal administrative agency of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such court or state or federal administrative agency, 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 23 – Complete Agreement and Waiver of Bargaining

Section 1. This Agreement represents the complete agreement between the CITY and the UNION.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Appendix A – Pay Plan

2015

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 Merit*
Maintenance Worker	\$22.0660	\$48,192	\$50,602	\$52,119	\$53,682	\$56,367
Parkkeeper I	\$23.6709	\$51,697	\$54,281	\$55,911	\$57,587	\$60,466
Parkkeeper II	\$25.9333	\$56,638	\$59,471	\$61,254	\$63,091	\$66,246

Steps include an increase of 2.5% effective January 1, 2015.

*Step 6 – we will grandfather those current Parks employees that are currently at Step 6 to stay at the Merit level for the life of this contract providing their performance continues to exceed expectations. No new employees will go into the current program. We will consider a Merit MOA consistent with other Public Works groups if the City amends the Merit (old Step 6) program during the life of this contract.

2016

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 Merit*
Maintenance Worker	\$22.6176	\$49,397	\$51,867	\$53,422	\$55,024	\$57,776
Parkkeeper I	\$24.2627	\$52,989	\$55,638	\$57,308	\$59,026	\$61,977
Parkkeeper II	\$26.5817	\$58,054	\$60,957	\$62,785	\$64,668	\$67,902

Steps include an increase of 2.5% effective January 1, 2016.

*Step 6 – we will grandfather those current Parks employees that are currently at Step 6 to stay at the Merit level for the life of this contract providing their performance continues to exceed expectations. No new employees will go into the current program. We will consider a Merit MOA consistent with other Public Works groups if the City amends the Merit (old Step 6) program during the life of this contract.

2017

Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 Merit*
Maintenance Worker	\$23,239.6	\$50,756	\$53,294	\$54,891	\$56,538	\$59,365
Parkkeeper I	\$24,929.9	\$54,447	\$57,168	\$58,884	\$60,649	\$63,682
Parkkeeper II	\$27,312.6	\$59,651	\$62,634	\$64,512	\$66,446	\$69,769

Steps include an increase of 2.75% effective January 1, 2017.

*Step 6 – we will grandfather those current Parks employees that are currently at Step 6 to stay at the Merit level for the life of this contract providing their performance continues to exceed expectations. No new employees will go into the current program. We will consider a Merit MOA consistent with other Public Works groups if the City amends the Merit (old Step 6) program during the life of this contract.

Section 1. Appointment

The pay rate paid to each non-exempt employee shall be only according to the pay plan and only to the extent provided for by a City Council appropriation. The beginning rate of pay, Step 1, shall usually be paid upon appointment in any classification. Appointments may be made by the Human Resources Director at Step 2 or Step 3 of a pay range in recognition of exceptional qualifications of an applicant or recruiting experience. If a former city employee is re-employed in a class in which the employee was previously employed, the Human Resources Director may authorize appointment at Step 2 or Step 3 of the pay range.

Employees who satisfactorily complete their initial probationary period at Step 1 in the pay range shall be eligible for a one-step increase. After completion of an additional twelve months of satisfactory service, the employee shall be eligible for an additional one-step increase. When an employee begins at a rate above the minimum, either Step 2 or Step 3, increases after six and eighteen months of satisfactory service may be granted upon the recommendation of the employee's supervisor, with the concurrence of the department head, subject to final approval of the Human Resources Director provided that after a total of eighteen months of satisfactory service all employees shall be at Step 3 of their pay range. Increments above these rates are to provide a means of recognizing continued satisfactory service and shall be designed as longevity pay increases. Upon satisfactory completion of five and ten years of service, each employee will be eligible to advance to Step 4 and 5 respectively, of the pay range assigned to their position. Upon recommendation of the employee's supervisor, with the concurrence of the department head, the City Manager may authorize an increase to Steps 4 and 5 prior to completion of five or ten years of service for outstanding performance or unusual requirements of the individual position. Such increases shall be deemed to be merit increases. The City Manager may not authorize increases to these higher steps without Council appropriation of funds and may not grant more than a one-step merit increase as set forth in this paragraph to any individual in any one calendar year. Step 6 of each pay range is for merit increase only and is not related solely to longevity.

Section 2. Promotion

If the employee's rate of pay in the former class is less than the minimum rate established for the class of the new position, the employee's rate of pay shall be advanced to the minimum rate of the class to which the employee is transferred or promoted.

If the employee's rate of pay of the former class falls within the new range of pay and is at an established step in the range of the new class, the employee's rate of pay shall be increased one step.

After completion of six months of satisfactory service at the pay rate to which advanced, the rate of pay shall be increased to the next step in the new pay range' upon completion of eighteen months, five years, and ten years of satisfactory service in the new class, the employee will advance to the next higher step, respectively. The aforesaid increases are subject to the maximum of Step 5 unless the employee's performance warrants a merit increase to Step 6.

Section 3. 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. Increase 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 five (5) years, respectively, before advancing to the next higher step.

Section 4. 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.

Performance Evaluation

After completion of the probationary period, reports on all employees' individual performance are submitted by supervisors at least once yearly to the appointing authority with copies to the Human Resources Director. The reports may be submitted more frequently if an employee's performance is not satisfactory. All reports are discussed with the employee before being submitted to the appointing authority. The Human Resources Director retains these reports in each employee's employment file.

ADVANCE RESIGNATION NOTICE POLICY

Effective January 1, 2008

City of Bloomington Advance Resignation Notice Program

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.¹

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 work². 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.

¹ 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.

² The last day of work is defined, for this program, as the last day that an employee will be actively working for the City.



ADVANCE RESIGNATION NOTICE POLICY

(Continued)

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 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.



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 (job title)
_____, with the City of Bloomington.

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 Director Signature

Date

Notice Payment eligible for:

☐ 90 days

☐ 120 days