

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON, MINNESOTA
AND
BLOOMINGTON POLICE OFFICERS' FEDERATION

2015 - 2017

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THIS AGREEMENT entered into between the CITY OF BLOOMINGTON, MINNESOTA, a municipal corporation, hereinafter referred to as the CITY, and the BLOOMINGTON POLICE OFFICERS' FEDERATION, hereinafter referred to as the FEDERATION.

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 FEDERATION as the sole and exclusive collective bargaining representative for its sworn police personnel of the rank of Police Officer, excluding sworn personnel of the rank of Sergeant, Lieutenant, Captain, Deputy Chief, and Chief of Police. The CITY shall not enter into any agreement with its police officers individually or collectively which in any way conflicts with the provisions hereof.

ARTICLE 3. MANAGEMENT'S RIGHTS

The FEDERATION recognizes the prerogative of the CITY to operate and manage its affairs in all respects in accordance with laws and regulations of appropriate authorities including personnel 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 Police Department.
- C. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions in the Police Department.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause.
- E. To determine the size 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 and the Police Department and the method, means, job classifications and personnel by which it is to be accomplished.
- G. To determine policy as to the function and program of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and number of personnel.

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 4. SCOPE OF THE AGREEMENT

Section 1: The 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 FEDERATION 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 referred to, or covered in this AGREEMENT, or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this AGREEMENT.

ARTICLE 5. FEDERATION SECURITY

Section 1: In recognition of BLOOMINGTON POLICE OFFICERS' FEDERATION as the exclusive representative of sworn personnel of the rank of Police Officer, 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 FEDERATION. Such monies shall be paid to the FEDERATION.

Section 2: The FEDERATION may designate certain employees from the bargaining unit to act as stewards and shall inform the CITY in writing of such choice. These shall not exceed six (6) in number.

Section 3: Officers and Stewards of the FEDERATION shall be allowed reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting FEDERATION business when such time away from their normal work duties will not unduly interfere with the operation of the Police Department. Officers of the FEDERATION shall be defined as: President, Vice President, Secretary/Treasurer, Recording Secretary and one (1) Steward.

Section 4: The FEDERATION 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.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Processing of a Grievance: It is recognized and accepted by the FEDERATION and the CITY the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the FEDERATION Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the employee and the FEDERATION Representative have notified and received the approval of the CITY who has determined such absence is reasonable and would not be detrimental to the work programs of the CITY.

Section 2: First Step: An employee claiming a violation concerning the interpretation or application of this Agreement will, within ten (10) calendar days after the event or circumstance on which the grievance is based, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 by the FEDERATION will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not

appealed in writing to Step 2 by the FEDERATION within ten (10) calendar days will be considered waived.

Section 3: Second Step: If the grievance is not resolved in the First Step, the aggrieved employee and the FEDERATION shall present the grievance, in writing, to the next higher level of supervision within ten (10) calendar days after receipt of the First Step answer. The written grievance shall state the facts upon which the alleged grievance is based, when they occurred, the provision(s) of the AGREEMENT allegedly violated, the remedy requested, the procedure through which redress is sought. This supervisor shall give a written answer to the aggrieved employee and the FEDERATION within ten (10) calendar days after the supervisor's receipt of the written grievance. Any grievance not appealed, in writing, to Step Three by the aggrieved employee and the FEDERATION within ten (10) calendar days shall be considered waived.

Section 4: Third Step: If appealed, the written grievance will be presented by the FEDERATION and discussed with the Police Chief or designee. The Police Chief or designee will give an answer to the Step 3 grievance in writing within ten (10) calendar days after receipt.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Police Chief's or designee's Step 3 answer. Any grievance not appealed in writing to Step 4 by the FEDERATION within ten (10) calendar days will be considered waived.

Section 5: Fourth Step: If appealed, the written grievance shall be presented by the FEDERATION and discussed with the City Manager or designee. The City Manager or designee will answer the grievance in writing within ten (10) calendar days after meeting with the FEDERATION representative(s).

A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the City Manager's or designee's answer in Step 4. Any grievance not appealed in writing to Step 5 by the FEDERATION within ten (10) calendar days shall be considered waived.

A grievance unresolved in Step 4 may, by mutual written 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 5.

Section 6: Fifth Step: A grievance unresolved in Step 4 and appealed to Step 5 will be submitted to arbitration within 30 calendar days of receipt of the City Manager's written answer and subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 7: The arbitrator will have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the FEDERATION, and will have no authority to make a decision on any other issue not so submitted.

The arbitrator will be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding on both the CITY and the FEDERATION and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

Section 8: The fees and expenses for the arbitrator's service and proceedings shall be borne equally by both parties, except that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally for said record.

Section 9: Grievances on behalf of the entire shift or division or the entire FEDERATION body shall be filed by the FEDERATION President and shall be processed starting with the Third Step of the Grievance Procedure if it involves the entire FEDERATION body.

Section 10: WAIVER: If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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 FEDERATION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the FEDERATION.

Section 11: CHOICE OF REMEDY: 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. Should a grievance involve the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance shall be initiated by filing for arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended within 21 calendar days of the employee's receipt of notice of a suspension, demotion or discharge or an alternate procedure such as: Bloomington Merit Board, Veteran's Preference, or the Department of Human Rights. If appealed to arbitration or the Bloomington Merit Board, a written appeal must be served on the Director of Human Resources within twenty-one (21) 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. 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 arbitration shall terminate the employee's right to seek redress under Article 6. The written appeal shall be signed by the Employee and a FEDERATION Executive Officer.

ARTICLE 7. NON-DISCRIMINATION

Section 1: 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 8. SENIORITY

Section 1: Seniority is defined as a regular full-time employee's length of continuous service with the CITY as a sworn Police Officer since the employee's last hire date. "Last hire date" means the

date which an employee first reported for work in the Police Department in the capacity of a sworn Police Officer, since which the employee has not resigned, retired, been transferred outside the Department, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacation, personal leave or family/medical leaves or for layoffs, except as hereinafter provided.

Section 2: All new regular full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new 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 his/her last hire date.

(a) The probationary period is for the purpose of enabling the CITY to determine if an employee has the attributes, attitude and capabilities of becoming a regular full-time employee, and a probationary employee may be terminated for any reason at the discretion of the CITY during such period and shall be notified of such reason in writing at the time of termination. Such termination shall not be subject to the grievance procedure.

Section 3: The CITY will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted at least once each year. The names of all regular full-time employees who have completed their probationary periods shall be listed on the seniority list in the order of their last hire date, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, 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 have the same composite score, their last names shall appear on the seniority list alphabetically by the first letter of their last names. If two (2) or more employees have the same composite score and the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee's seniority shall be terminated:

(a) If the employee resigns, retires, is permanently transferred outside the Department, or is discharged.

(b) If, when recalled to work following a layoff, the employee fails to notify the CITY within ten (10) calendar days of their intention to return to work within fifteen (15) calendar days after a

written notice by certified mail if such recall is sent to the employee's last address on record with the CITY.

(c) When an employee has been laid off for a period in excess of twenty-four (24) consecutive months.

(d) When an employee has been laid off for a period in excess of twenty-four (24) consecutive months, the employee shall not have any rights of recall.

Section 5: When it is necessary to reduce the number of employees, probationary employees will be laid off first. The CITY agrees that, in laying off, it will lay off employees according to seniority (providing the remaining employees have the ability or can be trained to perform the then remaining work). Employees will be recalled to work following such layoffs on the same basis.

Section 6: Any former employee of the CITY may be rehired only under the conditions of a new employee and no seniority or prior service credit will be given, except as expressly provided by this AGREEMENT.

Section 7: All employees will serve a probationary period of one year when promoted to a rank in which the employee has not served a probationary period.

Section 8: At any time during a promotional probationary period an employee may be demoted or reassigned at the sole discretion of the CITY.

Section 9: Seniority will be considered, along with other pertinent operational factors, in assigning regular, overtime, and holiday work and also vacation selection.

Section 10: Employees may be permitted to voluntarily switch shifts with prior authorization from their shift supervisor. The voluntary switching of shifts shall not obligate the City to overtime pay.

Section 11: At present there are three four-month bidding periods. Whereas service to the public or good cause may require the establishment of a different number or length of bidding periods, the CITY agrees that, prior to the implementation of such a change, management will meet and confer with the representatives of the FEDERATION concerning the proposed changes in the duration and length of bidding periods. During each two-year period each officer shall serve at least once on two of the four current shifts (day, mid, dog, night power). Remaining shifts will be bid on a seniority

basis, only for Police Officers who have completed their initial twelve-month probationary period; provided the CITY reserves the right, in limited circumstances, to assign officers without regard to seniority if the good of the department requires it. If the CITY alters the length of time of shifts, the proportions set out herein shall be maintained.

ARTICLE 9. LEAVE OF ABSENCE

Section 1: An employee who has completed the 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 one year, provided the employee obtains advance written permission from the CITY. Such leaves without pay shall be granted only at the discretion 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 nor shall longevity, for pay purposes, accrue.

Section 2: Family/Medical Leave. A regular full-time employee is eligible for Family/Medical Leave if the employee has been employed for the preceding twelve months and has worked a minimum of 1,250 hours during the twelve month period preceding the commencement of the leave. Leave may be granted for the following reasons:

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

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

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

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

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

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

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

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

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

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 one year without pay and without loss of seniority for the duration of such disability, provided the employee promptly provides the CITY with medical proof of the necessity for such absence when same is requested by the CITY. The CITY may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of a Police Officer or may, at the CITY's option and at the CITY's expense, send the employee to a doctor of the CITY's choice for such certification prior to allowing the employee to return to work. Employees who do not return to work upon expiration of any leave of absence shall be deemed to have resigned their employment with the CITY. No benefits will accrue during an unpaid leave nor shall longevity for pay purposes accrue.

Section 3: An unpaid leave of absence and the concomitant reinstatement rights of any employee who enters the 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: 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 for a period not to exceed fifteen (15) calendar days in any year. 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 base rate of pay for the time of such leave.

Section 5: Employees shall be granted leaves of absence for required jury duty. While on jury duty, employees shall receive that portion of their straight time base rate of pay which will, together with their jury duty pay or fees, equal their straight time base rate of pay for the same period.

Section 6: Administrative leave, with pay, requested by an employee may be authorized so that employees may attend official meetings, conferences, training sessions, and seminars, provided such leaves are approved by the Chief of Police or his authorized representatives. Overtime provisions of this AGREEMENT will not apply when an employee is on an authorized administrative leave with pay.

Section 7: Parental Leave. A regular, full-time, regular part-time or temporary employee who has been employed by the City for a minimum of twelve (12) months and averages 20 hours per week and who is a natural or adoptive parent in conjunction with the birth or adoption of a child shall be granted, upon written request to the Human Resources Director, an unpaid leave of absence for a period not to exceed three (3) months. Prior to the City granting a parental leave, benefits eligible to the employee under Family/Medical leave shall be used first. In no event will the combination of Family/Medical leave and Parental leave exceed six months duration unless an extension is for good cause, requested in writing by the employee, and granted by the Human Resources Director. When an employee desires to return from parental leave, the employee shall advise the City in writing at least two weeks prior to the employee's intended date of return. The employee shall be returned to the position which the employee vacated at the commencement of leave or to a position of like status and pay.

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

ARTICLE 10. PERSONAL LEAVE

Section 1: Regular, full-time and probationary employees of the bargaining unit shall accrue personal leave at a rate of eight and 67/100s (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).

Upon completion of six (6) months of the employee's initial probationary period, personal leave may be used by the employee for illness, disability, funeral leave, or to receive medical care. Personal leave may also be used for the purposes of rest, relaxation or to conduct personal business, provided that the employee obtains advance written approval from his/her supervisor.

Section 2. An employee who was injured on duty and is receiving Workers' Compensation temporary total disability payments may receive the difference between Workers' Compensation temporary total disability payment and the employee's base straight time net rate of pay (less Federal, State, and City taxes) by drawing on accumulated personal leave. The difference paid by the City shall be pro-rated on the basis of the employee's gross base straight time rate of pay and that number of hours will be charged against the employee's accrued personal leave. In no event will an employee's combined compensation (Workers' Compensation plus accrued personal leave) exceed the employee's base straight time net rate of pay.

Section 3. In those cases when an employee is injured on duty through no fault of the employee and while diligently carrying out prescribed duties, and receiving Workers' Compensation temporary total disability payments, an appeal from the provisions of Section 2 may be made. The appeal will be heard by a three (3) member Board consisting of the President of the Federation, the Chief of Police, and the Human Resources Director. The Board will establish responsibility in instances of duty-connected injuries, and determine if the employee was injured on duty, the injury was non preventable, and if the employee was eligible to receive Workers' Compensation temporary total disability payments, the employee shall receive supplementary payments from the City (not charged to personal leave) to make up the difference between Workers' Compensation temporary total disability payments and the

employee's base straight time net rate of pay. The Board's decision shall be by majority vote and shall be final and binding on both the City and the Federation. The Board's decisions shall not be subject to arbitration. Awards specified in this section shall be made based on base straight time rate of pay at the time of injury and for a period not to exceed three (3) calendar months. In no event will an employee's combined compensation (Workers' Compensation plus supplementary payments) exceed the employee's base straight time net rate of pay.

Section 4. Should an employee be absent due to illness or accident for three (3) calendar months, the employee shall be deemed to have exhausted the employee's accrued personal leave and/or vacation and/or compensatory time to facilitate payment of benefits provided by Long Term Disability Insurance and/or Public Employees Retirement Association.

Section 5.: In December of each year, each regular employee with over one-thousand (1000) accrued personal leave hours shall have those hours in excess of one-thousand converted to cash and deposited into a Post Retirement Health Care Savings Plan (PRHCSP) account. The amount deposited into the employee's PRHCSP account shall be an amount equal to the employee's individual personal leave hours in excess of one-thousand, times the employee's normal straight-time rate of pay.

Section 6 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 Retirement Health Care Savings Plan account. The amount deposited into the employee's PRHCSP account shall be an amount equal to the employee's individual personal leave balance at the date of termination times the employee's normal straight-time rate of pay in effect on the employee's termination date.

Each 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.

ARTICLE 11. INSURANCE

Section 1: The CITY shall provide group term life insurance and accidental death and disability insurance for regular full-time employees of the bargaining unit in the total face amount of \$30,000. Effective January 1, 2013 the CITY shall provide group term life insurance and accidental death and disability insurance for regular full-time employees of the bargaining unit in the total face amount of \$50,000.

Section 2: The CITY shall provide a group health insurance and/or a health maintenance plan, provided that the CITY reserves the right to periodically revise the benefit levels provided by the plan; however, the CITY agrees to advise the FEDERATION of its intent to do so. The City reserves the right to change insurance carriers, or self-insure.

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 FEDERATION of its intent to do so.

The City shall pay the cost of the monthly premium for the employee, or two (2) person or family coverage in an amount not to exceed \$1,300 per month for 2015; not to exceed \$1,365 per month for 2016; and a re-opener for 2017. The balance of the monthly premium cost, if any, shall be paid by the employee.

This provision shall expire on December 31, 2017 and any adjustments to employer contributions shall be subject to a successor labor agreement. The health insurance contribution provision in this agreement shall not create a binding pattern or practice on the FEDERATION or the City.

A. Members of the bargaining unit who are eligible to receive a retirement annuity or disability retirement annuity from P.E.R.A. at the time of retirement and do retire and resign employment with the CITY will be allowed to continue to participate in the group health insurance program as provided by law and subject to the terms and conditions (including the provisions for coordination of benefits clause) of the contract between the CITY and its insurance carrier and health maintenance organization(s).

B. Eligible retired members desiring to continue to participate in the group health insurance plans will remit the entire monthly premium (employee premium plus dependents' premium, if applicable) to the CITY by the last working day of a month for coverage for the ensuing month. This provision does not apply to employees covered under the provisions of Minnesota Statutes 299A.465 as amended.

Section 3: The CITY shall provide a long-term disability insurance program for regular full-time employees at a cost not to exceed \$2.50 per \$100 of covered payroll per employee per month. The conditions and benefits shall be as per the current plan or similar policy. The FEDERATION 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 will provide a Dental Health Insurance Plan. The City shall pay a sum not to exceed \$50.00 per month for coverage of the employee and two-thirds (2/3) the cost, not to exceed \$60.00 per month, for the employees' eligible dependents.

Section 5: Both parties recognize desirability for employees to maintain personal health and fitness. The CITY agrees to reimburse each member of the bargaining unit that obtains a regular membership at a health and fitness facility. The CITY shall have the sole discretion to determine the facility(ies) eligible for said membership reimbursement. The membership reimbursement shall not exceed the cost of the membership or \$150.00 per employee per year, whichever is less.

ARTICLE 12. CLOTHING AND EQUIPMENT

Section 1: The CITY will provide each new regular full-time employee an initial issue of uniforms and equipment. This issue shall be similar, but not limited to, those items listed in Appendix A-1, attached hereto and made part of.

Section 2: A clothing allowance of \$900 per year shall be made to each regular full-time employee effective January 1, 2015, \$950 per year effective January 1, 2016 and \$1,000 per year effective January 1, 2017. This allowance shall be used for the maintenance, repair, and replacement of uniforms and equipment initially provided and required by the CITY, and for civilian clothing for those employees assigned to work in plain clothing. In addition to the initial issue items identified in Appendix A-1, the clothing allowance shall be used to purchase or replace the items identified in

Appendix A-2. All items purchased must meet uniform and equipment standards as determined by the City. Those regular full-time employees whose duties require the wearing of uniforms may use \$200.00 per year of this clothing allowance for cleaning and shall be paid in equal installments of \$100.00 each on the first paycheck due in February and September, respectively.

Section 3: Those regular full-time employees assigned to work in plain clothes may receive their clothing allowance in two equal installments, payable on the first paycheck due in February and September, respectively, or as an alternative the employee may elect to receive the clothing allowance in one installment payable on the first paycheck due in February. The City reserves the right and authority to determine proper attire for employees.

Section 4: Regular full-time employees may purchase firearms at a source of their choice with the provision that said firearms will conform with the standards set by the Bloomington Police Department.

Said purchase will not be charged against the employee's clothing allowance. All other replacement equipment and uniforms will be purchased through the CITY and the individual's account for such purchase will be credited with the expense of said purchase(s). All items asterisked in Appendix A-1 must be turned in to the CITY upon replacement and/or upon termination of employment with the Bloomington Police Department.

Section 5: Should a regular full-time employee damage, beyond reasonable repair, any part of the employee's uniform or piece of personal equipment while diligently carrying out prescribed duties and through no fault of the employee, said item(s) shall be replaced by the CITY and the cost of such replacement shall not be credited to the employee's account.

Section 6: Only on CITY initiated transfers of regular full-time employees from plain clothes functions to uniformed functions, will the CITY issue those uniform items and personal equipment which may reasonably be required, but not to exceed initial issue as outlined in Appendix A-1. Said issue shall not duplicate serviceable items, consistent with the then current uniform, that have been previously issued and maintained by the Police Officer. Such items will not be credited to the individual's clothing allowance.

Currently there are assignments of police officers to regular investigative positions. When a regular, full-time employee is assigned by the Chief of Police to a regular investigative position the employee shall be eligible for a one-time reimbursement of up to \$150.00 for the purchase of plain clothing. This provision does not apply to assignments made for training purposes, light duty assignments, and other similar short-term assignments.

Section 7: All regular full-time employees performing duties in plain clothing must maintain at least the following items at all times:

Gun belt	Handcuffs	Jacket - Spring/Fall
Holster	Flashlight	Pants - 1 pair
Cuff case	Mace with holder	Shirt - 1 (either
Flashlight holder	Badge - breast	Summer or Winter)
Key holder	Badge - cap	Night stick
Bullet carrier	Name tag	Shoulder patches - 4
Gun	Cap, soft	

Section 8: Regular full-time sworn employees may purchase a handgun at one of the approved vendors. This handgun make, model and caliber must be approved by the Chief of Police prior to purchase. Said purchase can be charged against the employees clothing allowance once every 15 years, at a maximum of \$700 per time, during employment with the Bloomington Police Department. There must be available funds in the employee's uniform allowance to cover the handgun purchase.

ARTICLE 13. HOURS, ASSIGNMENTS AND WAGES

Section 1: The City reserves its right to schedule, assign, transfer and train employees of the Police Department. The City will establish various work days and shifts for employees. Work days may include, at the discretion of the City, work days of 8 hours, 10 hours or 12 hours. The work period may be up to 28 consecutive days. The City agrees that prior to implementation of the establishment and implementation of different work days (other than 8, 10, or 12 hours), advance notice and opportunity to be heard will be afforded to the FEDERATION and the employees affected.

Section 2: Except as otherwise provided in this Article, employees working in excess of the assigned work day, that is, working overtime, shall be compensated at the rate of one and one-half times regular pay.

Section 3: Compensation for overtime will not be paid unless the work is performed at the direction, and/or the approval of the employee's supervisor. Compensation at overtime rates will not be paid for time not worked, with the exception when the employee works an extended shift. The time worked for the extension of the shift shall be paid at one and one-half (1-1/2) times the employee's base straight time rate. The time worked of the employee's regular shift shall be paid at the employee's base straight time rate.

Section 4: As an alternative to pay at overtime rates for time worked in excess of the assigned work day, the employee may elect compensatory time off, to be taken at a later date, which shall be computed at one and one-half times the hours worked in excess of the standard. When an employee accrues four hundred eighty (480) hours of unused compensatory time off, this option shall not apply.

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.

Compensatory time off will not be allowed if the result is to make the employee eligible for overtime pay, or additional compensatory time, to which the employee would not otherwise be entitled by reason of actual time worked.

Section 5: An employee may convert not more than 120 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 base straight time rate in effect for the pay period payable for the employee's first paycheck in December (less applicable federal and state taxes and other required payroll deductions) and shall be payable to the employee on the employee's first paycheck in December of that year.

Section 6: 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 1/2) hours pay at one and one-half (1-1/2) times the base straight time 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 7: The CITY and the FEDERATION recognize the desirability of a roll-call training period prior to each shift. Therefore, notwithstanding anything to the contrary in this Agreement, it is agreed that for roll-call training, which may be in addition to the assigned work day, the CITY will compensate for such additional period of time at the employee's base straight time rate of pay or at straight-time compensatory time.

Section 8: Notwithstanding anything to the contrary in this Agreement, Police Officers who are required to attend or testify in court in an action resulting or connected with their law enforcement duties and activities will be paid a minimum of two and one-half (2-1/2) hours at one and one-half (1-1/2) times their base straight time rate of pay, or for the actual time in attendance at one and one-half (1-1/2) times their base straight time rate of pay, whichever is greater, unless attendance is on regular duty time.

A. Court appearances required as a result of any action initiated by the BLOOMINGTON POLICE OFFICERS' FEDERATION on behalf of its membership or the membership at large shall not be compensated.

B. An extension of a shift or an early report for a shift for the purpose of a court appearance shall not qualify for court pay.

An employee who is scheduled by the City Attorney's office to testify in court during off-duty time, but the court appearance is subsequently canceled after 1:00 p.m. on the business day prior to the date of the court appearance date, shall be paid three (3) hours pay at the employee's base straight time rate of pay. If the court appearance is canceled prior to 1:00 p.m. on the business day prior to the day of the scheduled court appearance the employee shall not receive any payment. The employee shall be responsible for contacting the City Attorney's office prior to 1:00 p.m. on the business day preceding the court appearance date to verify the court appearance. Failure of the employee to verify the court appearance shall result in the loss of any payment pursuant to this section.

Section 9: The CITY and the FEDERATION recognize the need for flexible scheduling to facilitate the services provided by the Police-School Liaison Program. Notwithstanding any provision of Article 8, Section 11, employees serving in the Police School Liason Program shall be scheduled and assigned by the City.

Section 10: The parties to this Agreement recognize that the CITY does provide contractual police services. "Contractual Police Services" shall be defined as the provision of police services to individuals or organizations for those situations which may require more than normal police services and for which the CITY charges a specific fee for such services. The CITY represents that it will make reasonable efforts to assign said contractual police services only to those police officers who have volunteered to perform same during other than normally scheduled shifts. The City reserves the right to assign employees to work contractual police services as determined by the City. Employees working the aforementioned duties and contractual police services shall be compensated at a rate of one and one-half (1-1/2) times their normal straight time rate of pay or double time on contract designated holidays for time worked on contractual police services that are in addition to administrative duties. There shall be no pyramiding for overtime pay purposes.

Section 11: Chief of Police and department administration shall meet with the FEDERATION President at least once per year prior to the submission of the police annual budget to apprise them of staffing level recommendations.

Section 12: The rates of pay for calendar years 2012 - 2014 for Police Officers are set forth in Appendix B, attached hereto and made a part of.

Section 13: The City may provide take-home vehicles to certain members of the bargaining unit. The Chief of Police shall have the sole authority to determine the duty assignments and employees that are eligible for a take-home vehicle and the duration of the use of the take-home vehicle. Employees assigned a take-home vehicle shall follow Police Department policy concerning the care and usage of the take-home vehicle. Any assignment or removal of a take-home vehicle by the Chief of Police shall not be subject to the grievance procedure.

ARTICLE 14. EDUCATION INCENTIVE PROGRAM

Section 1: College credits earned at any time by a regular full-time member of the bargaining unit must be approved by an Educational Incentive Board comprised of the Chief of Police (or designate), a representative of the bargaining unit, and the Human Resources Director (or designate).

- A. College credits, to be applicable, must be job related.
- B. Decision of the Board will be by majority vote.
- C. Decisions of the Board shall be final and shall not be subject to the grievance procedure.

Section 2: Employees must complete four years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. Employees with prior service credit as stated in Appendix B must complete three years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay.

Section 3: Payments for approved college credits shall be as follows:

<u>Effective:</u>	<u>Associate of Arts Degree</u>	<u>Bachelor's Degree</u>
January 1, 2015	\$213.37/month	\$426.74/month

Section 4: College credits must be earned from an accredited university or college to be eligible.

ARTICLE 15. HOLIDAYS

Section 1: All regular full-time employees shall receive the following holidays or substitute 8 hours off with pay. A holiday shall be an 8-hour increment.

- | | |
|---------------------------|---|
| 1. New Year's Day | (January 1) |
| 2. Martin Luther King Day | (Third Monday in January) |
| 3. President's Day | (Third Monday in February) |
| 4. Memorial Day | (Last Monday in May) |
| 5. Easter Sunday | (1st Sunday after full moon following vernal equinox) |
| 6. Independence Day | (July 4) |
| 7. Labor Day | (First Monday in September) |
| 8. Columbus Day | (Second Monday in October) |
| 9. Veterans' Day | (November 11) |
| 10. Thanksgiving Day | (Fourth Thursday in November) |
| 11. Christmas Day | (December 25) |

A. Payment for the above listed holidays shall be received on the paycheck for the payroll period in which said holidays occur.

B. 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. An employee who is on an unpaid leave of absence or who terminates employment shall not be eligible for holidays that occur during the unpaid leave of absence or after termination of employment.

C. Employees who work the shift commencing on or after 1100 hours (mid or night power shift) on December 24 and December 31 shall receive one additional hour straight time pay for each hour worked.

Section 2: All regular, full-time employees will receive one (1) "floating" holiday of eight (8) hours at their normal straight time rate of pay each calendar year. This holiday may be taken at the request of the employee, with prior approval of the CITY.

A. To be eligible for the above holiday, 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. An employee may not receive compensation in lieu of taking a floating holiday.

Section 3: An employee who works on a contract-designated holiday listed in Section 1 other than a floating holiday shall be remunerated in the following manner:

A. The employee shall receive eight (8) hours base straight time pay as compensation for the holiday and shall receive two (2) times the employee's base straight time pay for those hours worked, or

B. The employee shall receive eight (8) hours base straight time pay as compensation for the holiday, plus one (1) hour base straight-time pay for each hour worked, plus one (1) hour compensatory time off for each hour worked.

C. The employee will exercise either Option (A) or (B) above at the time the employee submits the timecard for the respective pay period.

ARTICLE 16. VACATIONS

Section 1: Each regular or probationary employee shall accrue vacation at the rate of seven (7) hours/month for each year of service during the first five (5) years of service, ten (10) hours/month

after five (5) complete years of service through ten (10) years of service and an additional two-thirds of an hour per month per additional year of service upon completion of tenth year, up to a maximum of eighteen (18) hours per month.

Section 2: Each employee may accrue vacation hours up to the maximum accrual as per the following schedule:

VACATION SCHEDULE

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Maximum Accrual</u>
1-5 Years	84 hours	168 hours
6-10 Years	120 hours	240 hours
11th Year	128 hours	256 hours
12th Year	136 hours	272 hours
13th Year	144 hours	288 hours
14th Year	152 hours	304 hours
15th Year	160 hours	320 hours
16th Year	168 hours	336 hours
17th Year	176 hours	352 hours
18th Year	184 hours	368 hours
19th Year	192 hours	384 hours
20th Year	200 hours	400 hours
21st Year	208 hours	416 hours
Over 21 Years	216 hours	480 hours

When an employee reaches the respective maximum accrued vacation hours, the employee shall cease accruing vacation hours until such time as the employee reduces said hours below the respective maximum.

ARTICLE 17. TUITION AID REIMBURSEMENT

Section 1: The CITY will share the cost of courses which directly relate to the performance of an employee in a present assignment or which prepares the employee for advancement in the foreseeable future.

Section 2: The CITY will reimburse eligible 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

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 such grade is determined. When the requisite course work is completed and a final grade is issued, the employee shall be reimbursed in accordance with the above schedule.

Section 3: Tuition refunds will be paid only for tuition, associated administrative fees, and books required for approved courses.

A. Charges for supplies, student union membership, student health coverage, activity ticket and 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 Department Training Sergeant upon completion of the respective course.

C. No financial assistance will be provided for those courses which award credit for past experience in lieu of classroom attendance.

Section 4: No reimbursement will be made unless approval for the study course at a particular school is given by the Department Training Sergeant and Human Resources Director prior to commencement of such course.

Section 5: Both parties to this Agreement recognize that the intent of this Article is to assist members of the bargaining unit to attain a job-related Bachelor's Degree. The maximum total reimbursement by the CITY for eligible education expense shall be limited to a lifetime maximum of \$1,500.00 or the reimbursement of eligible educational expenses incurred in the attainment of a Bachelor's Degree, whichever is greater. Provided that an employee has successfully completed graduate level courses after January 1, 2002 for the attainment of a Master's Degree in Public Administration or Business Administration, the employee shall be eligible for an additional reimbursement not to exceed \$500.00 (lifetime maximum not to exceed \$2,000). In the event that an individual has not been reimbursed by the CITY up to the aforesaid maximum and desires to pursue further job-related education, the CITY may reimburse that individual up to the aforesaid life-time maximum for eligible education expense in accordance with this Article. 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 or a land grant college/university such as the University of Minnesota, whichever is less.

Section 6: The CITY may reimburse individuals for selected job-related nonaccredited courses at its sole option.

Section 7: The CITY agrees that it will reimburse those members of the bargaining unit that are required to have a P.O.S.T. license pursuant to Minnesota Statutes for the performance of their duties; the actual cost of such license.

ARTICLE 18. DISCIPLINE

Section 1: The employer will discipline for cause only. Discipline will be one or more of the following forms:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Demotion, or
- E. Discharge

Section 2: Notices of suspension, demotion and/or dismissal shall be in written form.

Section 3: Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such signature does not imply an admission of guilt. The FEDERATION and the employee will receive a copy of such reprimand and/or notices.

Section 4: The employee's choice of remedy is stated in Article 6, Section 11.

Section 5: An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a member of the FEDERATION or legal counsel present during questioning. It will be the responsibility of the employee to make a request for a representative and it will be the employee's responsibility to have the representative present during questioning. Questioning will be conducted at reasonable times.

Section 6: Employee personnel files shall be subject to the Minnesota Data Practices Act.

Employees may examine their own individual personnel file at reasonable times under the direct supervision of the CITY.

Section 7: Officers who are the subject of an Internal Investigation shall be informed of the specific charge(s) and/or allegation(s). Findings of an Internal Investigation Unit shall be classified by the following:

<u>Finding</u>	<u>Definition</u>
A. <u>Sustained</u>	The accused employee committed all or part of the alleged acts of misconduct.
B. <u>Not Sustained</u>	The investigation produced insufficient information to clearly prove or disprove the allegations.
C. <u>Exonerated</u>	The alleged act occurred, but was justified, legal, and proper.
D. <u>Unfounded</u>	The alleged act did not occur.
E. <u>Misconduct Noted</u>	Acts of misconduct were discovered during the investigation that were not alleged in the complaint.

Files of an Internal Investigation Unit shall not be incorporated into the personnel file of an active police officer.

ARTICLE 19. DRUG AND ALCOHOL TESTING

The FEDERATION and the CITY agree to the Drug and Alcohol Testing Policy as included in the City of Bloomington Employment Rules. The CITY will notify the FEDERATION of proposed changes to the Drug and Alcohol Testing Policy and upon the request of the FEDERATION the CITY will meet and discuss such changes prior to implementation.

ARTICLE 20. ADVANCE RESIGNATION POLICY

The FEDERATION and the City agree to the terms and conditions of the City of Bloomington Advance Resignation Notice Program as included in Appendix C-1 of this Agreement, effective the date of City Council ratification of this Agreement.

ARTICLE 21. 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 a 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 FEDERATION shall enter into collective bargaining for the replacement for such provision.

ARTICLE 22. WORK STOPPAGE

Section 1: The FEDERATION agrees that during the life of this Agreement, neither the FEDERATION nor its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown or other interference (to include picketing in uniform) 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 picketing in uniform) 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 picketing in uniform) with the CITY's operation, the FEDERATION 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 picketing in uniform) is illegal, unauthorized, and in violation of this Agreement.

ARTICLE 23. DURATION

Section 1: This Agreement shall be effective on the first day of January 2015 and shall remain in full force and effect until its expiration date, the thirty-first day of December 2017 unless extended or amended by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and the year first above written.

BLOOMINGTON POLICE OFFICERS' FEDERATION

CITY OF BLOOMINGTON, MINNESOTA

President

Gene Winstead, Mayor

Vice President

James D. Verbrugge, City Manager

Kay E. McAloney, HR Director

APPENDIX A-1

POLICE UNIFORM AND EQUIPMENT

*Gun belt	Pants - 2 pair
*Holster	Shirts - 3 summer
*Cuffcase	3 winter
*Flashlight holder	Tie - 2
*Key holder	*Night stick
*Bullet carrier	Raincoat - yellow
*Gun	Shoulder patches - 16
*Handcuffs	Briefcase
*Flashlight	1 Tan Training Pants
Whistle	2 Polo Shirts
Wand	
*Mace w/holder	
*Badge – breast	
*Badge – cap	
Name tag	
*Helmet	
Helmet cover	
*Reflector vest	
Cap, fur, or stocking	
Cap, soft	
Jacket – Winter	
Jacket - Spring/Fall	

*To be returned when leaving department

APPENDIX A-2

Body Armor	Replacement grips for duty weapons
Buck Knife	Sweater
Clip Board	Tie Clips (police type)
Flashlight Batteries	Uniform Gloves
Insulated Vest	Uniform Parka
Measuring Tapes	Uniform Shoes
Night Sights	Uniform Socks
Portables Radio Clips	

Other items as determined necessary by the CITY and with prior written approval by the Chief of Police.

APPENDIX B-1

2015 MONTHLY PAY RATES Effective January 1, 2015

Police Officers

Start	After 1 year of Service*	After 2 years of Service*	After 3 years of Service*	After 10 years of Service*	After 15 years of Service*
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$4,545	\$5,195	\$5,832	\$6,487	\$7,021	\$7,079

(Plus Education Incentives)

Education Incentive

\$213.37 - Assoc. of Arts Degree

\$426.74 - Bachelor's Degree

(Employees must complete four years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. Employees with prior service credit as stated in Appendix B must complete three years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. After 10 years of satisfactory service with the City Police Officers shall not be eligible for educational incentive pay.)

*"Years of Service" shall mean years of service since the employee's last hire date as a Police Officer since which the employee has not resigned, retired, laid off, been transferred outside the Department, or been discharged.

All Police Officers who have completed 10 years of satisfactory service as a Police Officer with the City shall advance to Step 5 and shall not be eligible for any educational incentives. All Police Officers who have completed 15 years of satisfactory service as a Police Officer with the City shall advance to Step 6 and shall not be eligible for any educational incentives.

Prior Service Credit: Each Police Officer hired after January 1, 1981 and that has successfully completed a one year probationary period shall be placed at Step 3 of the Pay Plan; provided that the Police Officer has at least two (2) years prior service as a sworn peace officer. The two-year service credit must have been earned during the five (5) year period immediately preceding his/her hire date as a Bloomington Police Officer to be eligible for said pay advancement.

Upon completion of two (2) years of satisfactory service as a Police Officer with the City, each employee with said prior service credit shall be placed at Step 4 of the Pay Plan, and upon completion of three (3) years of satisfactory service as a Police Officer with the City, the Police Officer shall become eligible for the Educational Incentive Program.

APPENDIX B-2

2016 MONTHLY PAY RATES Effective January 1, 2016

Police Officers

Start	After 1 year of Service*	After 2 years of Service*	After 3 years of Service*	After 10 years of Service*	After 15 years of Service*
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$4,658	\$5,325	\$5,978	\$6,649	\$7,197	\$7,256

(Plus Education Incentives)

Education Incentive

\$213.37 - Assoc. of Arts Degree

\$426.74 - Bachelor's Degree

(Employees must complete four years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. Employees with prior service credit as stated in Appendix B must complete three years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. After 10 years of satisfactory service with the City Police Officers shall not be eligible for educational incentive pay.)

*"Years of Service" shall mean years of service since the employee's last hire date as a Police Officer since which the employee has not resigned, retired, laid off, been transferred outside the Department, or been discharged.

All Police Officers who have completed 10 years of satisfactory service as a Police Officer with the City shall advance to Step 5 and shall not be eligible for any educational incentives. All Police Officers who have completed 15 years of satisfactory service as a Police Officer with the City shall advance to Step 6 and shall not be eligible for any educational incentives.

Prior Service Credit: Each Police Officer hired after January 1, 1981 and that has successfully completed a one year probationary period shall be placed at Step 3 of the Pay Plan; provided that the Police Officer has at least two (2) years prior service as a sworn peace officer. The two-year service credit must have been earned during the five (5) year period immediately preceding his/her hire date as a Bloomington Police Officer to be eligible for said pay advancement.

Upon completion of two (2) years of satisfactory service as a Police Officer with the City, each employee with said prior service credit shall be placed at Step 4 of the Pay Plan, and upon completion of three (3) years of satisfactory service as a Police Officer with the City, the Police Officer shall become eligible for the Educational Incentive Program.

APPENDIX B-3

2017 MONTHLY PAY RATES Effective January 1, 2017

Police Officers

Start	After 1 year of Service*	After 2 years of Service*	After 3 years of Service*	After 10 years of Service*	After 15 years of Service*
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$4,787	\$5,471	\$6,142	\$6,832	\$7,395	\$7,455

(Plus Education Incentives)

Education Incentive

\$213.37 - Assoc. of Arts Degree

\$426.74 - Bachelor's Degree

(Employees must complete four years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. Employees with prior service credit as stated in Appendix B must complete three years of service as a Police Officer with the City before becoming eligible to receive educational incentive pay. After 10 years of satisfactory service with the City Police Officers shall not be eligible for educational incentive pay.)

*"Years of Service" shall mean years of service since the employee's last hire date as a Police Officer since which the employee has not resigned, retired, laid off, been transferred outside the Department, or been discharged.

All Police Officers who have completed 10 years of satisfactory service as a Police Officer with the City shall advance to Step 5 and shall not be eligible for any educational incentives. All Police Officers who have completed 15 years of satisfactory service as a Police Officer with the City shall advance to Step 6 and shall not be eligible for any educational incentives.

Prior Service Credit: Each Police Officer hired after January 1, 1981 and that has successfully completed a one year probationary period shall be placed at Step 3 of the Pay Plan; provided that the Police Officer has at least two (2) years prior service as a sworn peace officer. The two-year service credit must have been earned during the five (5) year period immediately preceding his/her hire date as a Bloomington Police Officer to be eligible for said pay advancement.

Upon completion of two (2) years of satisfactory service as a Police Officer with the City, each employee with said prior service credit shall be placed at Step 4 of the Pay Plan, and upon completion of three (3) years of satisfactory service as a Police Officer with the City, the Police Officer shall become eligible for the Educational Incentive Program.

APPENDIX B-7

Canine: The Chief of Police shall assign qualified officers to Canine duty.

Employees assigned to Canine duty shall receive one-half hour per day for care and maintenance of the canine when the employee is on duty.

When the employee is off duty the assigned employee shall receive one-half hour at time and one-half the employee's straight time rate of pay for each day of care and maintenance of the canine. However, when the canine is kenneled the employee shall not be eligible for the compensation for the care and maintenance of the canine.

The City reserves the right to determine Canine duty qualifications, assignment, selection, number of personnel, and all other terms and conditions concerning the Canine program.

Notwithstanding any provision of Article 8, Section 11, the City shall establish schedules and shifts for officers assigned to Canine duty. At present there are three four-month bidding periods. Officers assigned to Canine Duty may bid shifts by seniority basis; provided the City reserves the right, in limited circumstances, to assign officers without regard to seniority if the good of the department requires it.

Field Training Program: The Chief of Police shall assign qualified officers as Field Training Officers.

Employees assigned as a Field Training Officer (F.T.O.) shall receive \$30.00 effective January 1, 2015 and \$35 effective January 1, 2016 added to the employee's base rate of pay for each shift when assigned and working as an F.T.O.

The City reserves the right to determine F.T.O. qualifications, assignment, selection, number of personnel and all other terms and conditions concerning the F.T.O. program.

Investigator: The Chief of Police shall assign qualified officers as Investigators.

The City reserves the right to determine Investigator duty qualifications, assignment, selection, number of personnel, and all other terms and conditions of employment concerning the Investigator Program.



APPENDIX C-1

ADVANCE RESIGNATION POLICY

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.ⁱ

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

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

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

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

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

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

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.



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
_____, with the City of Bloomington.
Job Title

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

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

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

Employee's Signature

Date

Resignation Accepted

Department Director

Date

Human Resources Director Signature

Date

Notice Payment eligible for:

☐ 90 days

☐ 120 days