

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 699

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

May 1, 2025 - April 30, 2028

ARTICLE 1 RECOGNITION..... 8

Section 1.1. Representation and Bargaining Unit..... 8

Section 1.2. Supervisor..... 9

Section 1.3. Rights of Individuals. 9

Section 1.4. Duties of Supervisors..... 9

ARTICLE 2 UNION SECURITY..... 9

Section 2.1. Dues Checkoff Deduction..... 9

Section 2.2. Indemnification..... 10

ARTICLE 3 HOURS OF WORK AND OVERTIME..... 11

Section 3.1. Application of this Article..... 11

Section 3.2. Regular Workweek. 11

Section 3.3. Changes in Regular Workday and Workweek..... 11

Section 3.4 Overtime Pay, Meal Allotment..... 12

Section 3.5. Distribution of Overtime Work. 12

Section 3.6. Distribution of Overtime for Fleet Technicians. 14

Section 3.7. Snow Eligibility List..... 15

Section 3.8. Rest Periods. 16

Section 3.9. No Pyramiding..... 17

ARTICLE 4 SUPPLEMENTAL PAY..... 17

Section 4.1. Report-In Pay..... 17

Section 4.2. Call-Back Pay	17
ARTICLE 5 HOLIDAYS	18
Section 5.1. Number of Holidays	18
Section 5.2. Holidays on Weekends.	18
Section 5.3. Holiday on Scheduled Workday	18
Section 5.4. Eligibility for Holiday Pay.	19
ARTICLE 6 SICK LEAVE	19
ARTICLE 7 OTHER LEAVES OF ABSENCE	25
Section 7.1. General Policy	25
Section 7.2. Injury Leave.	25
Section 7.3. Restricted Duty Status.	27
Section 7.4. Military Leave	28
Section 7.5. Jury Leave	28
Section 7.6 Leave Without Pay.	29
Section 7.7. Bereavement Leave	29
Section 7.8. Physical Examination	30
Section 7.9. Leave of Absence to Accept Full-time Position With Union	31
Section 7.10. Personal Convenience Leave	31
Section 7.11. Time Off for Union Activities.	31
Section 7.12. Wellness Day.	32
Section 7.13. Snow Comp Bank	32
Section 7.14 FMLA.	33

Section 7.15 Parental Leave. 33

Section 7.16. Maternity Leave. 34

Section 7.17 New Article Illinois Paid Leave for All Worker Act..... 35

ARTICLE 8 VACATION 35

Section 8.1. Length of Vacation. 35

Section 8.2. Eligibility. 35

Section 8.3. Vacation Pay. 36

Section 8.4. Vacation Scheduling. 36

Section 8.5. Vacation Accumulation..... 37

Section 8.6. Separation and Reinstatements..... 37

ARTICLE 9 WAGES 38

Section 9.1. Wages..... 38

Section 9.2. Longevity. 38

ARTICLE 10 SHIFT DIFFERENTIAL 39

ARTICLE 11 GROUP INSURANCE PLAN..... 39

ARTICLE 12 SENIORITY 42

Section 12.1. Definition. 42

Section 12.2. Probationary Period. 43

Section 12.3. Seniority Principle..... 43

Section 12.4. Promotions and Job Vacancies. 43

Section 12.5. Consolidation or Elimination of Jobs. 45

Section 12.6. Layoff and Recall Procedure. 45

Section 12.7. Welfare to Work.	46
Section 12.8. Temporary Elevations.	46
Section 12.9. Temporary Transfers.	47
Section 12.10. Non-application of Seniority Rights Within Classifications.	48
Section 12.11. Termination of Seniority.	48
Section 12.12. Seniority List.	49
Section 12.13. Training Opportunities.	49
ARTICLE 13 DISCIPLINE AND DISCHARGE	50
Section 13.1. Discipline.	50
Section 13.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.	50
Section 13.3. Remedial Authority of Arbitrator in Disciplinary Cases.	50
ARTICLE 14 GRIEVANCE PROCEDURE	51
Section 14.1. Definition and Procedure.	51
Section 14.2. Arbitration.	52
Section 14.3. Authority of Arbitrator.	53
Section 14.4. Expenses of Arbitration.	53
Section 14.5. Time Limit for Filing.	53
ARTICLE 15 NO STRIKE AND NO LOCKOUT	54
Section 15.1. No Strike.	54
Section 15.2. No Lockout.	54
ARTICLE 16 GENERAL PROVISIONS.	54

Section 16.1. Fair Representation..... 54

Section 16.2. Union Activity. 54

Section 16.3. Investigation and Discussion of Grievance. 55

Section 16.4. No Discrimination..... 55

Section 16.5. Union Bulletin Boards..... 55

Section 16.6. Uniforms..... 55

Section 16.7. Safety..... 56

Section 16.8. Residency Requirements..... 56

Section 16.9. Personnel Files..... 57

Section 16.10. Driver’s License..... 57

Section 16.11. CDL Class A..... 59

Section 16.12. Effect of Failure to Secure CDL..... 61

Section 16.13. Disqualification Under the Act. 62

Section 16.14. Drug Testing. 62

Section 16.15. Committee Appointments..... 62

Section 16.16. Removal of Adverse Material. 63

Section 16.17. Paycheck Distribution..... 63

Section 16.18. Payroll Errors..... 63

Section 16.19. Arena Work. 63

ARTICLE 17 FLEET AND UTILITY POSITIONS..... 64

Section 17.1. Fleet Management Technician Skill/Certification Based Pay. 64

Section 17.2. CDL License for Fleet Technicians. 67

Section 17.3. Tool Allowance.....67

Section 17.4. Utility Worker Positions.....68

ARTICLE 18 MANAGEMENT RIGHTS69

ARTICLE 19 SAVINGS70

ARTICLE 20 SUBCONTRACTING.....70

ARTICLE 21 ENTIRE AGREEMENT.....71

ARTICLE 22 TERM OF AGREEMENT72

Appendix A Seasonal Employees74

Appendix B Uniforms75

Appendix C Uniforms - Fleet Management Technicians76

Appendix D MAY 1, 2025 – APRIL 30, 2026.....77

Appendix E MAY 1, 2026 – APRIL 30, 202779

Appendix F MAY 1, 2027 – APRIL 30, 202881

Appendix G Employees Grandfathered for Insurance.....83

Appendix H Snow Operations.....84

Appendix I Park Maintenance Equipment List95

AGREEMENT

This Agreement made and entered into this 1st day of May 2025 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City"), and LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiations with respect to rates of pay, hours of work and other conditions of employment for all full-time employees in the Department of Public Works, and the Department of Parks and Recreation, Police and BCPA Custodians, Facilities Division and Fire Maintenance Coordinator, excluding supervisors, office clerical workers, probationary

employees, seasonal employees, part-time employees, and all other employees of the City.

Section 1.2. Supervisor.

The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 1.3. Rights of Individuals.

Nothing contained in this Article shall abridge the rights of individual employees under Illinois law.

Section 1.4. Duties of Supervisors.

A supervisor's primary function is the direction of employees provided, however, this shall not prohibit a supervisor from performing experimental work, work performed in connection with instructing and training employees, work required because of accidents and absenteeism or emergencies, or work which, under the circumstances then prevailing, it would be unreasonable to assign to a bargaining unit employee. Work normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Checkoff Deduction.

The City agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of both probationary and non-probationary employees who individually request it. Requests shall be made on a form provided by the Union. The City will deduct the requested amount from the employee's pay on

a bi-weekly basis. The City will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The City shall honor employees' individually authorized deductions. Deductions shall be made from the first and second pay period of each month beginning with the next timely payroll following the receipt of such authorization. The deductions of all employees and a list of employee's names, addresses, phone numbers, date of hire, classification, rate of pay and ID numbers shall be remitted electronically monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

If any bargaining unit member requests a change in membership/dues status, the bargaining unit member will be directed to the Union. The Union shall give the City timely notice of any change in such authorization, with the understanding that the City will promptly execute said changes in payroll deductions. The City will not cease voluntary deductions from a member of the bargaining unit unless directed to do so by the Union.

Section 2.2. Indemnification.

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.

ARTICLE 3 HOURS OF WORK AND OVERTIME

Section 3.1. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 3.2. Regular Workweek.

The regular workweek shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City. The regular workweek shall consist of five (5) consecutive eight (8) hour workdays. The regular workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period which may be interrupted by a one-half ($\frac{1}{2}$) hour lunch break. Employees granted one-half ($\frac{1}{2}$) hour for lunch will have their regular workday end eight and one-half ($8\frac{1}{2}$) hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half ($\frac{1}{2}$) hour early shall continue. Consistent with the current practice, Zookeeper will take an hour unpaid lunch and receive two (2) paid fifteen (15) minute breaks.

Section 3.3. Changes in Regular Workday and Workweek.

The shifts, workdays, and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

If new permanent shifts, work, workdays or hours are established, employees will be permitted to bid on such new shifts, work, workdays, or hours and consistent with efficient operations, preference will be given to qualified employees with the most seniority. If there are no bids by qualified employees for the newly established shift or work, then qualified employees

with the least seniority will be assigned to the new permanent shift, work, workdays or hours.

The Union may request different starting and quitting times during periods of extreme heat. The hours of work for the Public Service Department shall be from 6:00 a.m. to 2:00 p.m. from Memorial Day to Labor Day. This does not diminish the City of Bloomington's rights to direct the workforce under this Section.

Section 3.4 Overtime Pay, Meal Allotment.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week.

Employees who work twelve (12) or more consecutive hours shall receive a meal allowance of fifteen dollars (\$15.00) to be paid on their weekly payroll check. In the event meal allotment money is missed it will be made up on a subsequent payroll. The meal allowance is subject to all applicable deductions.

Section 3.5. Distribution of Overtime Work.

(a) Manner of Distribution.

(1) General. So far as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required. It is further agreed that overtime work will normally be distributed in the division which normally performs the work. Nothing herein shall prohibit the City from assigning overtime work to employees in other divisions if the City has first attempted to assign work to employees in the division which normally performs the work. Distribution will start with the most senior employee qualified to do the work in the job classification and continue down the seniority list; provided, however, if there are not enough qualified employees who volunteer for the overtime

work which, in the City's judgment is necessary, then the least senior employees in the job classification who are qualified to do such work shall be required to work overtime starting with the least senior of such employees. None of the foregoing shall be construed as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime. (See Section 3.7. Snow Eligibility List)

Assignments or job tasks performed prior to the end of the employee's shift will be considered job continuation. The City shall not be required to break in on work in progress (regardless of the length of time) to include other employees. The City shall not be required to change an employee's shift in assigning overtime. Employees shall be contacted on the primary number listed with Human Resources for all eligible overtime opportunities. If multiple employees are necessary, they shall be called as provided above, and a message will be left. The first individual to respond will be selected in accordance with procedures.

(2) July 4th. In assigning scheduled overtime work on July 4, the Director of Parks and Recreation shall, with the exception of such key persons or positions as they may designate from time to time, assign overtime work on a voluntary basis to qualified employees first in the Parks and Recreation Department, then in the bargaining unit on the basis of seniority. If insufficient personnel voluntarily agree to work overtime, such work shall be assigned on a mandatory basis as provided in (1) above.

(3) Eligibility. Employees using more than four (4) consecutive hours of sick leave are ineligible for overtime until 6:00 a.m. on the next day. It is the employee's responsibility to notify the supervisor making the overtime assignment that the employee used more than four (4) consecutive hours sick leave.

(b) Missed Overtime Opportunities. If an employee establishes that

they have not received overtime for which they were entitled, such employee shall be paid the amount of overtime to which they were entitled as provided in this Section. Non-emergency work of half of the missed overtime in the same classification as the employee or lower will be scheduled for the employee to perform at a mutually agreeable time on other than regular working hours. When said employee has performed such work, they shall be compensated for such work as if it were regular overtime work under Section 3.4 Overtime Pay, Meal Allotment. For purposes of this Section, the term "non-emergency work" shall mean work which would otherwise not be worked as overtime work by any other employee.

c) Parking Division Overtime For the distribution of overtime for the Parking Division, after the Parking division list is exhausted Park Maintenance employees will be called for available overtime by job classification and seniority.

d) See Appendix G for Snow Overtime.

Section 3.6. Distribution of Overtime for Fleet Technicians.

The intent of this agreement is to distribute overtime among all Fleet Technicians, to cover all shifts and to keep the shop operational. The different circumstances are outlined below:

Snow/Ice event starts during regular shifts

Employees will start on 12-hour shifts. The nightshift will work from 2:30 p.m. until 2:30 a.m. The day shift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts after 10:30 p.m. on weekday

The dayshift will be called into work when the event begins. The dayshift will work from the snow/ice event start time until 3:00 p.m., which is the end of the technician's normal shift. At this point, 12-hour shifts will be put into

effect, if needed. The nightshift will work from 2:30 p.m. until 2:30 a.m. The dayshift will work from 2:30 a.m. until 3:00 p.m. This cycle will continue until Saturday at 2:30 p.m. or until the end of the snow/ice event. After that time, the weekend rules will apply.

Snow/Ice event starts before 7:00 p.m. on Friday

The nightshift works until 11:00 p.m. Technicians are called in off the seniority list to work 12-hour shifts. After that time, the weekend rules will apply.

Weekend rules (snow/ice event starting after 7:00 p.m. on Friday or on holidays)

Call ins are made from the top of the seniority list. If the snow/ice event is anticipated to extend beyond 12 hours, then 12-hour shifts will be implemented. When the first shift ends, the next senior technician will be called into work the next 12-hour shift. This will continue until the snow/ice event ends or the start of the normal weekday shifts start.

When Fleet is working 12-hour shifts all technicians must work their scheduled 12-hour shift in the Fleet department. The Superintendent of Fleet Maintenance will determine when 12-hour shifts are needed.

Fleet Technicians will not be eligible for call outs for weather-related events outside of the Fleet Maintenance division.

Section 3.7. Snow Eligibility List.

Snow operations are the responsibility of the entire Public Works Department (Streets and Solid Waste Divisions) and will be assigned in the following order: Public Works Department employees, Parks/Facilities employees and then probationary employees. All employees in the Public Works Department will be put on a Snow Operations Eligibility List. As employees work a snow operation outside their normal work hours, they will be removed from the Snow Operations Eligibility List. The City retains the

exclusive right to determine the methods and number of personnel needed to perform snow operations, other than as specifically outlined in the Agreement and/or Appendix H.

In the event of a snow operation, if, in the City's sole discretion, an insufficient number of employees volunteer (those who are not currently working), the City will assign from the Snow Operations Eligibility List, according to reverse seniority. Calls will continue until the City has a sufficient number of employees to cover the snow operation. Employees who are called but unavailable will receive progressive discipline unless they are restricted off work by a physician's note, which is provided to the City in three (3) business days, have scheduled Vacation/PC time or are unavailable pursuant to Appendix H. Each employee will be permitted to decline (actively decline or fail to answer the phone) one forcible event per season without discipline. If the Snow Operations Eligibility List is exhausted during a single snow operation, the City will begin with the original list for the next snow operation.

Employees can elect to not be called for snow overtime while they are scheduled off on vacation and PC. This would be in effect from the beginning of their last shift worked until the beginning of the first shift worked when they return from their leave. This request must be made in writing to the supervisor.

Section 3.8. Rest Periods.

Each employee shall be granted a thirty (30) minute rest period with pay. Employees may go to the restaurant nearest the job site to take their rest period or remain at the job site. Rest periods will be scheduled whenever practicable at the approximate midpoint in the employee's work shift. Exceptions to the above may be necessary due to the job assignment. Such exception may be granted by the respective Supervisor/Superintendent of the Division. Employees requiring the use of restroom facilities must use the nearest restroom facility to the job site. Employees are not allowed to go home

or to a private residence on their break or any other time without the permission of their immediate supervisor.

Section 3.9. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 4 SUPPLEMENTAL PAY

Section 4.1. Report-In Pay.

An employee called in to work or reporting to work at their normal starting time without having been notified not to report will receive a minimum of four (4) hours work at their straight time hourly rate of pay unless the lack of work is due to conditions beyond the control of the City. Notification on the previous workday shall be considered as notice to all employees on that shift, whether or not they work that day. Notification to the last address and/or telephone number on record in the Human Resources Department shall be deemed notification to the employee. Notification by local radio broadcast shall also be deemed notice to employees.

Section 4.2. Call-Back Pay.

(a) An employee called back to work after having gone home shall receive a minimum of three (3) hours work and may be required to work the entire three (3) hours. An employee thus called back to work will receive one and one-half (1½) times their straight time hourly rate of pay for any hours worked outside their normal shift hours.

(b) The three (3) hour minimum provision of subsection (a) above shall not apply where an employee is called back to work and they:

- (1) Begin such call-back work less than three (3) hours prior to their normal shift hours; and
- (2) work continuously until the beginning of their normal shift hours.

In such case an employee shall be compensated at the rate of one and

one-half (1½) times their straight time hourly rate of pay for the hours actually worked outside their normal shift hours.

(c) Employees who are scheduled to work shall not receive callback pay. Notice of scheduled overtime shall be given to the Union at least twenty-four (24) hours in advance as is reasonably practicable.

(d) Employees called back to work shall report to work within forty-five (45) minutes after the employee receives a call to report to work.

ARTICLE 5 HOLIDAYS

Section 5.1. Number of Holidays.

The following days are Holidays:

New Year's Day	Veteran's Day
M.L. King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	New Year's Eve (1/2 day afternoon)
Labor Day	

Section 5.2. Holidays on Weekends.

When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. For employees whose jobs involve around-the-clock shift, the actual day of the holiday shall be observed. On a work week other than Monday through Friday, the Department Head shall designate the workday that shall be observed.

Section 5.3. Holiday on Scheduled Workday.

Employees who are required to work on their observed holiday shall be paid for the time worked in accordance with the rules governing overtime. If staffing permits, Zookeepers will be encouraged and permitted to take another day off during a week that includes a single holiday. Employees performing garbage and recycle pickup on a holiday shall be paid actual hours worked, but no less than six (6) hours.

Section 5.4. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked their regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave on either or both of said days.

ARTICLE 6 SICK LEAVE

Sick Leave Base and Accrual. Employees will be eligible for sick leave for their injury or illness or the injury or illness of eligible family members defined as spouse, child, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Sick leave shall run concurrently with the anniversary date of the employee and will be accrued at a rate of one (1) day (8 hours) each month up to a maximum of one hundred twenty (120) days. For employees hired on or after May 1, 2017, the maximum sick leave accrual shall be ninety (90) days.

Call off Requirement An employee taking sick leave shall notify their supervisor no later than one-half (1/2) hour before their scheduled starting time, informing the supervisor of their intent to take sick leave that day. If an employee fails to provide such notice, the employee may be subject to discipline. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the City and may be granted with proper documentation.

Sick Leave and FMLA To the extent that such employee or family members injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the City shall designate FMLA in compliance with regulations upon knowledge of eligibility. See Section 7.14. FMLA.

Accelerated Accrual. Whenever an employee depletes all but 80 hours of sick leave by reason of one serious health conditions, defined as an illness,

injury, impairment or physical or mental condition involving inpatient care or continuing treatment by a health care provider, the employee, upon return to full-duty shall accrue sick leave at the rate of two and one-half (2 1/2) days per month until their sick leave returns to the level maintained before the serious health condition. Employees will be eligible for accelerated accrual only one-time beginning August 12, 2013, through their career with the City. Employees requesting rapid accrual should do so in writing to the Human Resources Department upon their return to full duty.

Absence of More Than Three (3) Days. In order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to Human Resources a certificate from a physician that they personally treated said employee for the sickness and the employee was unable to perform the duties of their employment during the entire period of absence from work. In the case of an illness or disability of an employee's eligible family members which causes an absence by the employee of more than three (3) consecutive days, Human Resources will require a statement from a physician stating that they have treated the employee's eligible family member for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below.

Suspected Sick Leave Abuse Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. In cases where the employee is absent from work and sick leave abuse is suspected, the Human Resources Director or other person designated by the Human Resources Director, shall investigate said absence to determine if the employee was unable to perform the duties of their employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, then the employee shall be entitled to sick leave

pay on the day or days when they would have otherwise been scheduled to work but for their sickness.

Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicate ability to work.

The Human Resources Director may elect to have the employee submit to an examination by a physician designated by the City certifying the employee's ability to perform the duties of their position and/or the entitlement of sick leave benefits. The cost of the examination will be paid by the City of Bloomington. In said situation, reasonable travel time to and from the physician's office, reasonable waiting time, and duration of the exam will be paid at the employee's regular rate of pay, will not be counted as hours worked for purposes of overtime and will not be charged against the employee's personal leave time.

Sick Leave Buy Back. All employees hired prior to May 1, 1997 who retire or leave the employment of the City by April 30, 2020 under honorable circumstances and whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as

a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%
700-799	65%
800-960	70%

Changes Effective May 1, 2020. Eligible employees hired prior to May 1, 1997, who retire or leave the employment of the City under honorable circumstances and whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee. In addition, in order to be eligible for Sick Leave Buy Back employees must have a minimum of 350 hours of usable sick leave. Eligible sick time shall be paid at the employee’s final hourly rate for up to 100% of 1440 hours of the employee’s accrued sick leave. The 1440-hour maximum Sick Leave Buy Back shall consist of the employee’s balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 1440 hours. Under no situation will an employee be paid for more than 1440 hours of sick leave. Supplement Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

All employees hired between May 1, 1997 and April 30, 2014, who retire or leave the employment of the City by April 30, 2020 under honorable circumstances and whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of

service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

<u>Hours</u>	
Less than 400 Hours	0%
Next 100 Hours (499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Changes effective May 1, 2020. Eligible employees hired between May 1, 1997 and April 30, 2014 who retire or leave the employment of the City under honorable circumstances and whose age plus consecutive years of service with the City total 75 with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee. In addition, in order to be eligible for Sick Leave Buy Back employees must have a minimum of 350 hours of usable sick leave. Eligible sick time shall be paid at the employee’s final hourly rate for up to 75% of 960 hours of the employee’s accrued sick leave. The 960 hour maximum Sick Leave Buy Back shall consist of the employee’s balance of usable sick leave first, plus any Supplemental Sick Time for Creditable Service up to a total maximum Sick Leave Buy Back payment of 960 hours. Under no situation will an employee be paid for more than 720 hours of sick leave. Supplement Sick Time for Creditable Service shall no longer accrue after April 30, 2020.

Employees hired on or after May 1, 2014, will be ineligible for Sick Leave Buy Back.

Effective May 1, 2020, all Sick Leave Buy Back (regardless of SLBB Tier) will be paid to the employee in a manner in which Sick Leave Buy Back earnings are no longer IMRF eligible and will therefore avoid any accelerated payment under IMRF provisions. Payments will be made within

five (5) business days of earnings no longer being IMRF eligible.

Supplemental Sick Leave for Creditable Service Employees hired prior to May 1, 2017 who have accumulated the maximum sick leave accrual of one hundred twenty (120) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual one hundred twenty (120) days shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave, except as outlined in the Sick Leave Buy Back language above. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days is required to use sick leave which reduces the one hundred twenty (120) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days of sick leave. Employee's Supplemental Sick Leave for Creditable Service bank shall be frozen and no additional Supplemental Sick Leave for Creditable Service shall accrue after April 30, 2020.

Employees hired on or after May 1, 2017, who have accumulated the maximum sick leave accrual of ninety (90) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of one hundred eighty (180) sick days. It is understood between the parties that such additional accrual ninety (90) days shall be used for IMRF creditable service purposes only and may never be used for any form of paid sick leave, except as outlined in the Sick Leave Buy Back language above. If an employee who has accrued unused sick leave in excess of ninety (90) days is required to use sick leave which reduces the ninety (90) day amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the

employee has again accrued ninety (90) days of sick leave. Employee's Supplemental Sick Leave for Creditable Service bank shall be frozen and no additional Supplemental Sick Leave for Creditable Service shall accrue after April 30, 2020.

Retirement Health Savings Effective May 1, 2020, employees shall have 50% of their monthly unused accrued sick time above 960/720 hours (depending on the employee's limit based on their date of hire) paid into the Retirement Health Savings (RHS) account. Such contributions will be made on a monthly basis.

ARTICLE 7 OTHER LEAVES OF ABSENCE

Section 7.1. General Policy.

The paid and unpaid leave options contained in this agreement and no other are officially established: All leaves may be granted in conformance with the rules established for each type of leave, as specified. If an employee is in an unpaid status for thirty (30) days or more they will not accrue any leave benefits. If an employee is in a no pay status, not covered under FMLA, their anniversary date will be adjusted by the number of days they were in the no pay status.

Section 7.2. Injury Leave.

a) **Injury Leave.** An employee's eligibility for payment of sixty-five (65) days of injury leave will be dependent upon a determination of the State Industrial Commission, or by the applicable Court if an appeal is taken from the State Industrial Commission. Job injury time can be broken down into quarter hour increments in order to accommodate doctor visits, physical therapy appointments, etc. An employee gone an eight (8) hour workday will be charged eight (8) hours of job injury. An employee injured on the job shall be paid, during their time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to their temporary total disability check, equals the amount

of their regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work. A payroll check will be issued to the employee for the TTD portion (not taxed) and any supplement. The employee's Workers Compensation Insurance TTD check will be deposited by the City.

(b) Use of Other Benefited Time. Once an employee has exhausted all available job injury time they will be given the following two options:

Option #1 The employee will use two (2) hours of sick time, vacation or PC and six (6) hours of no pay per work day. A payroll check will be issued for two (2) hours of pay at their regular rate, plus the amount of their TTD check. The employee's Workers Compensation Insurance TTD check will be deposited by the City. A payroll check will be issued to the employee with TTD portion of the check not taxed.

Option #2 The employee will receive their Workers Compensation TTD check and will be considered to be on no pay. If the period of no pay is more than thirty (30) days the employee will not accrue leave time. Benefits will be administered consistent with no pay and FMLA policies. Employees are encouraged to apply for disability under Illinois Municipal Retirement Fund (IMRF) to avoid breaks in the employees IMRF service credit.

FMLA will be administered consistent with the Employee Handbook. Family and Medical Leave Act (FMLA) will be recorded for all no pay hours. The employee will be allowed to change options one time with reasonable notice.

(c) Contested Injuries. Charges shall be made against sick, vacation or PC leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, the first sixty-five (65) days of sick leave, which should have been job injury, so charged shall be credited to the employee's sick leave accrued

balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave.

(d) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a physician and a release to work shall be obtained.

If an employee is released to return to work on restricted duty and works less than an eight (8) hour day, they will be required to use the appropriate number of hours of job injury (if time available) or sick, vacation or PC leave in order to remain whole. For example: An employee works three (3) hours and is absent for five (5) hours. The employee will be charged five (5) hours of appropriate leave time. If the employee has exhausted all of their job injury time they may elect to use the no pay Option #2.

(e) Nothing in this document guarantees the eligibility of Workers Compensation TTD benefits or the eligibility for job injury leave.

Section 7.3. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by their physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of

such restricted duty;

- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing their regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform their normal duties may be temporarily reassigned with pay to other more suitable duties or if not available, shall not be permitted to work.

Section 7.4. Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 7.5. Jury Leave.

Any full-time employee who is called for jury duty shall be excused from work for the days/hours on which they serve. They shall receive, for each day of jury duty on which they otherwise would have worked, the difference

between the normal daily rate of pay they would be entitled to during such period and the payment they receive for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If an employee serves on jury duty for six (6) hours or more per day they will not be required to return to work.

Section 7.6 Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as they see fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, their position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, at the discretion of the Department Head, an employee can request to return to work prior to the expiration of the previously approved leave of absence. If leave was for a medical condition a medical release must be provided to Human Resources.

Section 7.7. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to five (5) paid bereavement days for the death of the employee's spouse, domestic partner, sibling, parent or child. Any eligible employee may be absent from work for a period of up to three (3) business days for the death of their stepparents

or legal guardians, mother-in-law; father-in-law; sister-in-law; brother-in-law; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In the event of the death of an employee's aunt, uncle, niece or nephew, the employee shall be permitted to use one (1) day of accumulated vacation or personal convenience leave.

In the event of the loss of a child or stepchild, an employee will be granted ten (10) additional unpaid bereavement leave days. The employee may use accumulated vacation, personal convenience or sick days in lieu of unpaid days. The employee shall provide the City with at least 48 hours' advance notice of the employee's intention to take bereavement leave, in accordance with this paragraph, if reasonable and practicable. The City may require reasonable documentation.

An eligible employee shall be paid at their normal daily rate of pay for any day or days on which they are excused and but for such excuse they would have been scheduled to work. An otherwise eligible employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

A regular full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the McLean County funeral of any retired or current City employee. This provision shall not apply to honorary pallbearers.

Section 7.8. Physical Examination.

The City may require an employee to undertake a physical examination by a City physician at the City's expense to determine whether they are fit to return to or continue work. If the City physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave or injury leave,

if either is pertinent. If the City physician certifies the employee is able to perform the duties of their employment, said certification shall constitute termination of any leave of absence for sickness or injury. If the Union feels the City physician was arbitrary, capricious or discriminatory in their determination, the Union may file a grievance at Step 2 of the grievance procedure.

Section 7.9. Leave of Absence to Accept Full-time Position With Union.

In the event an employee accepts full-time employment with the Union, they may apply for a leave of absence in accordance with Section 7.6 Leave without Pay of this Agreement.

Section 7.10. Personal Convenience Leave.

Any employee covered by this Agreement will be granted sixteen (16) hours Personal Convenience Leave with pay each fiscal year (May 1-April 30) on May 1. Such Personal Convenience Leave may be taken at the convenience of the employee subject to the operational needs of the Department as determined by the immediate supervisor. Employees shall take PC in fifteen (15) minute increments. Personal Convenience Leave may not be accumulated from one fiscal year to another. New employees who start between May 1st and October 31st shall be granted 16 hours of Personal Convenience leave. New Employees starting between November 1st and March 31st shall be granted eight (8) hours of Personal Convenience leave. Personal Convenience leave will not be paid out to probationary employees upon separation of employment.

Section 7.11. Time Off for Union Activities.

Employees shall be allowed time off without pay for Union monthly membership meetings to the extent that there is no interference with City operations. Notice should be given to their supervisor twenty-four (24) hours in advance. The employee may utilize any available time (PC or vacation within department guidelines) in lieu of taking such time without pay. Employees may

request to flex their hours of work for monthly membership meetings. Such request must be received 48 hours in advance. If operations permit, supervisors may approve. This approval may require a change in hours for a crew and will not be subject to Section 3.3 Changes in Regular Work Week. The Union shall notify the city of the date and times of the monthly membership meetings and Union Leadership on an annual basis. This will include mid-term changes of Union Leadership.

Section 7.12. Wellness Day.

In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be taken in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined on the Wellness Form as it exists from time to time.

Section 7.13. Snow Comp Bank.

Employees may elect to bank twenty-four (24) hours of overtime while working snow operations for the Public Works Department. Overtime must be banked in two (2) hour increments, and any remaining balance of overtime will be paid to the employee on their regular check. This will include employees from other divisions who work snow operations for the Public Works Department. Such overtime will be converted at time and half. No more than 36 hours of compensatory time off may be taken in a fiscal year. Permission to use compensatory time will not be unreasonably denied by the supervisor. Compensatory time may be used when employees are ineligible to work due to meeting the hourly maximums during snow operations. Unused comp time balances will be paid out on the first payroll of December. Employees may request to be paid for comp time balances in accordance with the payroll schedule.

In the event it is determined by the US Department of Labor or a court of competent jurisdiction that we are in violation of the provisions of the FLSA concerning the use of compensatory time off, then the use of compensatory time off shall immediately sunset and thereafter be subject to renegotiation at the request of either party.

Section 7.14 FMLA.

To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the City shall designate FMLA in compliance with regulations upon knowledge of eligibility. The employee may elect to use accrued sick or other available paid leave time. If electing to use accrued sick or other available paid leave, FMLA shall run concurrent.

Once FMLA has been approved and/or designated employees will have the following options:

Intermittent Leave Employees shall designate if paid leave is being used and what type (sick, vacation, comp, PC) when calling off work.

Extended Leave An employee can submit a leave schedule to identify when paid leave will be used. Such leave schedule will be allowed to be altered once during the course of the extended leave. The City shall determine the approved method for such notifications.

Section 7.15 Parental Leave.

All full-time employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for ten (10) 8-hour workdays of paid parental leave for each pregnancy resulting in birth or multiple births. This leave will be in addition to paid maternity leave for those employees who qualify for paid maternity leave as defined in Section 7.16. Maternity Leave.

All full-time employees are eligible for ten (10) 8-hour workdays of paid

parental leave with a new adoption of a child, with the leave to commence no earlier than when physical custody of the child has been granted to the employee. The employee must provide proof at least 30 days prior to the formal adoption that reflects the formal adoption process is underway, as well as final proof that such adoption was finalized. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been so notified of their right to adopt, as long as the foster child has not resided in the home for more than one (1) year.

Such leave must be taken consecutively until the leave is completed and all such leave must be started within 120 days of the child's birth or adoption. Parental leave is for the purpose of bonding with the new member of the household. Employees are not eligible for leave under this section in the event the adoption is for a stepchild or relative with whom the employee has previously established residency for a period of one (1) year or more. Leave taken under the provisions of this section that qualifies under FMLA shall be designated as FMLA leave according to the requirements of the law.

The City may require proof of birth and paternity.

Section 7.16. Maternity Leave.

Any full-time pregnant employee shall be eligible for up to ten (10) 8-hour workdays of paid maternity leave for the birth of a child or children and the medical recovery immediately following the birth. To be eligible for paid maternity leave, a pregnant employee must provide a written statement to Human Resources of their expected due date. After an employee's Parental and Maternity leave has been exhausted, the employee may request to use accumulated sick leave, vacation leave, personal leave, subject to the provisions of this Agreement. Leave taken under the provisions of this section that qualifies under FMLA shall be designated as FMLA leave according to the

requirements of the law. Leaves under this Section shall also be granted in cases of a full-term stillborn child.

Section 7.17 New Article Illinois Paid Leave for All Worker Act.

The City and the Union explicitly waive the application of the Illinois Paid Leave For All Worker Act, 820 ILCS 192/1 et.seq., effective 1/1/24, to the employees covered by this Agreement.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Permanent employees who have been employed by the City shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
DOH	80 hours 2 weeks
1-4 years	120 hours 3 weeks
5-19 years	160 hours 4 weeks
20-24 years	200 hours 5 weeks
25 years	232 hours 5 weeks + 4 days

Section 8.2. Eligibility.

In order to be eligible for full vacation benefits, an employee must have worked a total of 1,040 hours during the twelve (12) calendar month period preceding their anniversary date of hire. Employees who fail to qualify because they have not worked the total of 1,040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12) of their total vacation pay for each one hundred sixty-seven (167) hours worked during their anniversary year.

Vacation credits shall accrue to those employees who are on leave paid by the City (such as sick leave or injury leave but excluding disability leave).

Section 8.3. Vacation Pay.

For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours pay at their straight time hourly rate of pay.

Section 8.4. Vacation Scheduling.

(a) Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with their relative length of continuous service. Employees may submit their first and second choices for their vacation period in writing to their supervisor at least thirty (30) days prior to the beginning of the fiscal year. If the orderly performance of the services provided by the City makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given their choice of vacation period.

In accordance with the preceding paragraph, when the employer finds it necessary to limit the number of employees taking vacation at one time, the employer may:

- (1) limit the number of crew members that may be on leave at any one time per shift; With the exception of the fleet division, night shift leaves shall not be included in day shift leave limits and vice-versa;
- (2) limit the number of individuals per job classification within a division to be on leave at any one time;
- (3) any combination of the above limitations. The City will attempt to accommodate vacation requests where other crew members are on sick or job injury leaves.

(b) Employees choosing not to submit their vacation requests under (a) above may make their documented request at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come

first served basis and shall not take precedence over those requests made in (a) above and shall only be granted based on the operating needs of the appropriate division. Every effort will be made by the supervisor to respond by the end of the shift to requests for vacation time to be taken within 48 hours of the request.

(c) Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted their request for such change to the supervisor at least two (2) weeks in advance of the beginning of their previously approved vacation period.

Section 8.5. Vacation Accumulation.

Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date.

Employees shall be allowed to carry over one-half (1/2) of their *earned* vacation to the following year.

Examples:

Anniversary Date 4-1-24 vacation earned	160 hours
Max Vacation Carryover on 4-1-24	80 hours
Anniversary Date 4-1-25 vacation earned	200 hours
Max Vacation Carryover on 4-1-25	100 hours

Section 8.6. Separation and Reinstatements.

Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency are entitled to receive any vacation credit earned as of the date of resignation or dismissal. Any vacation credit earned by an employee who dies while still employed by the City shall be paid to the spouse or the estate of said employee. Any employee who is reinstated following separation or termination of employment shall be considered as a new employee for

vacation purposes.

ARTICLE 9 WAGES

Section 9.1. Wages.

Effective May 1, 2025, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 3.5% over the previous salary. Wage tables are shown in the contract appendixes attached hereto based on the employees' date of hire.

Effective May 1, 2026, the rates of pay for employees covered by this Agreement and on payroll will be increased by 3.5% over the previous salary. Wage tables are shown in the contract appendixes attached hereto based on the employee's date of hire.

Effective May 1, 2027, the rates of pay for employees covered by this Agreement and on payroll will be increased by 3.25% over the previous salary. Wage tables are shown in the contract appendixes attached hereto based on the employee's date of hire.

Section 9.2. Longevity.

Employees hired into full-time City employment prior to December 8, 2025, and covered by this Agreement shall be entitled to longevity at the following rates:

Years of Service	%
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above that will become effective on the employee's appropriate 5, 10, 15, 20 25 and 30 anniversary date. Anyone hired into City employment on December 8, 2025, or later shall not be eligible

for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all employees hired after December 8, 2025, shall be as follows

5 years	\$1500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year
10 years	\$2000 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year
15 years	\$2500 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year
20 years	\$3000 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year
25 years	\$3500 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year
30 years	\$4000 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

ARTICLE 10 SHIFT DIFFERENTIAL

A shift differential of one dollar (\$1.00) per hour will be paid for all hours worked by an employee when a majority of their regularly scheduled shift hours occur before 7:00 a.m. or after 3:00 p.m.

A shift differential of two dollars (\$2.00) per hour will be paid for all hours worked by Fleet Technician when a majority of their regularly scheduled shift hours occur before 7:00 a.m. or after 3:00 p.m.

ARTICLE 11 GROUP INSURANCE PLAN

The City will provide at least one health plan. If more than one plan is offered, the City will provide for an annual period during which employees may choose to switch between health plans

The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for dependent coverage for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees. (Example of Family Coverage: Full family coverage

premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2017 contract ratification date (see Appendix F) will be grandfathered in the plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018.

Spouses who are Medicare-eligible will be eligible to remain on the City plan.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee’s spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

If a grandfathered employee’s spouse experiences a qualifying event resulting in a loss of medical coverage during the plan year, the employee shall receive a prorated stipend based on the full months the City medical plan was not accessed.

Dental Insurance The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium for

employee coverage and fifty percent (50%) of the dental premium for dependent coverage.

Vision Insurance The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.

Changes to Insurance In any year in which the total amount of medical, dental or vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Healthcare Plans.

In the event the City offers a Health Savings Account (HSA) eligible PPO plan to Local 699 employees, the City reserves the exclusive right to change carriers, alter or amend the plan design, change the seed contribution or discontinue the HSA plan. No changes in the level of benefits shall be made to other existing plans except by mutual agreement of the parties unless identified in the preceding paragraph or triggered by the following paragraph.

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plans. If such changes are deemed necessary

by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes, or their substantial equivalents, are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act (“ACA”) or any similar state or federal legislation or regulation for any coverage options, then the employee’s monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

ARTICLE 12 SENIORITY

Section 12.1. Definition.

(a) For purposes of this Agreement and calculating longevity for vacations and supplements to wages given in consideration of length of employment, service date shall accrue from the last date of continuous hire of an employee, and shall include time worked as a part-time or seasonal employee (if hired prior to May 1, 2012) if, but only if:

- (1) such employee is a member of the bargaining unit;
and
- (2) such employees’ full-time employment with the City immediately followed their part-time or seasonal employment without interruption.

The Service Date for new employees hired after May 1, 2012 will accrue from the employee’s full-time date of hire with the City.

(b) For purposes of applying the seniority principle in Section 12.3 Seniority Principle of this Agreement and distributing overtime work under Section 3.6 Distribution of Overtime of this Agreement, seniority shall be based upon length of service in the bargaining unit.

Section 12.2. Probationary Period.

Each employee shall be considered a probationary employee for their first ten (10) months to permit evaluation of ability to perform the work involved in all seasons, after which their seniority shall date back to their date of hire. Probationary employees will be evaluated and provided with feedback during their probationary period. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this period will extend probation by an amount of time equal to the amount of time loss. In the event an employee's probationary period extends beyond ten (10) months, the employee and the Union will be notified in writing.

Section 12.3. Seniority Principle.

In all cases of promotions, demotions and layoffs when working forces are being decreased, and recalls when working forces are increased, seniority shall prevail unless a less senior employee has greater skills, abilities and qualifications to perform the work.

Section 12.4. Promotions and Job Vacancies.

Whenever the City determines a permanent job vacancy develops or is expected to develop in one of the above seniority units, the job will be posted within five (5) business days whenever practical in a location designated by the City for five (5) business days, exclusive of Saturdays, Sundays, and Holidays, for a bid by an employee in the bargaining unit. A job description will be included with all job postings. Said vacancy shall be filled within one (1) month whenever practical. Screening and potential selection of applicants will commence initially in the department where the vacancy occurs. If a qualified applicant is not available within that department, screening and potential selection will be performed on applicants from within the remainder of the bargaining unit. If more than one (1) qualified employee bids for the vacancy,

the City shall select the successful applicant in accordance with the seniority principles set forth in Section 12.3 Seniority Principle of this Article. Any employee who accepts a promotion within the bargaining unit in accordance with the provisions of this Section shall be on probation in such position for a period of forty-five (45) days except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons. During the probationary period, if the employee fails to demonstrate their ability to perform the work involved, they shall be transferred to the job classification from which they were promoted, displacing the employee, if any, who replaced them without loss of seniority. During the forty-five (45) day period, the employee may voluntarily return within thirty (30) calendar days of starting the new position, displacing the employee, if any, who replaced them without loss of seniority. Any employee being sent back to their original position shall have the right to file a grievance challenging the City's evaluation and determination of their ability. Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any three (3) month period.

An employee's bid is successful when:

- a) The employee is awarded the job bid on and actually begins work in that job classification.
- b) The employee begins work in the classification bid on but is returned

to the previous classification for cause during the probationary period.

- c) The employee begins work in the classification bid on, begins work in that classification, and then requests to return to the previous classification during the probationary period.

An employee's bid is not successful when:

- a) The employee is not awarded the job bid on.
- b) An employee is awarded the job bid on, begins work in that classification, is then bumped back due to the previous employee returning to the position bid on.
- c) An employee is awarded the position bid on, begins work in that classification, is then bumped back to the previous classification due to consolidation or elimination of jobs.

Section 12.5. Consolidation or Elimination of Jobs.

Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower rated job classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. If no opening or vacancy exists, the affected employee shall have the right to displace an employee with less seniority in an equal or lower rated classification in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article.

Section 12.6. Layoff and Recall Procedure.

In the event of a reduction in the working force of a job classification which is expected to last for more than one (1) week, employees shall be laid off in accordance with the seniority principle set forth in Section 12.3 Seniority Principle of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work

available.

Section 12.7. Welfare to Work.

No AFSCME represented position will be displaced, laid off, hours reduced or otherwise reduced in pay as a result of any welfare to work initiative.

Section 12.8. Temporary Elevations.

For the efficient and economical operation of the City, as qualified below, the City may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening. Any employee who is temporarily transferred to another classification for less than four (4) hours shall receive the rate of pay for their classification. An employee who is temporarily transferred to another classification for four (4) or more hours shall receive the rate of pay for their classification or the classification to which they are temporarily transferred, whichever is higher. Pre-scheduled out-of-classification work expected to exceed four (4) hours will be subject to the seniority provisions of this Article. The City will not avoid elevation pay by changing employees in advance of the four-hour threshold. For employees being temporarily transferred to the positions of Light Machine Operator, Heavy Machine Operator or Crew Leader the threshold shall be two (2) hours for elevation pay.

If an employee is assigned to the Drop Off Facility for the shift as a Truck Driver and is required to load their assigned truck with material for disposal the employee will receive elevation pay for two (2) hours as a Heavy Machine Operator. This will only apply if a Heavy Machine Operator is not assigned to the Drop Off Facility.

Annually employees will be allowed to sign a form declining temporary elevation. Forms will be in effect from May 1 – April 30 of each year. In addition, throughout the year employees may request to sign the form declining temporary elevation. Any request submitted after May 1 will be

reviewed on a case by case basis and if approved, will remain in effect for the remainder of the fiscal year. Employees who sign the form declining temporary elevation will not be able to revoke the decision and it will remain in effect until April 30th. Employees will be ineligible for overtime that requires temporary elevation in the job classification the employee has declined work. This agreement does not affect their ability to bid on positions in job classifications where they have declined temporary elevation. However, this may reduce the employee's ability to develop the necessary knowledge, skills, and ability to perform work in future full-time vacancies.

Section 12.9. Temporary Transfers.

Employees in Solid Waste and Streets Divisions may temporarily be assigned to work in their non-bid division. This allows for flexibility to reassign employee(s) on a temporary basis due to an increase in work, priority of work, or number of employees needed.

Annually, employees will be provided with an opportunity to sign a form volunteering to be reassigned to work in their non-bid division. Forms will be updated annually for May 1- April 30th of each fiscal year. Employees who are Refuse Truck Drivers are ineligible to volunteer or to be reassigned to the Streets Division.

If an employee is transferred from their bid division in Streets or Solid Waste the following conditions apply:

1. The Stewards in the impacted divisions shall be notified of the need for the transfer which should include the number of employees and the approximate timeline. If the Steward is unavailable the Union President shall be notified.
2. The City will assign the most senior employee who signed the volunteer form. The City may skip the most senior employee if they will be absent during a portion of the transfer.
3. If employees who are Refuse Truck Drivers at the time of the annual

volunteer signup who are later a successful bidder for another position, they shall be eligible to notify their supervisor they would like to be added to the volunteer list to be transferred.

4. Employees in their bid division will be elevated prior to elevating an employee reassigned in their non-bid division.
5. Employees transferred from their bid division will be eligible for overtime in their bid division as long as it does not break in on work in progress. Employees will be eligible for job continuation in their reassigned division. Employees will only be eligible for callouts in their bid division.
6. Transferred employees will be provided with the necessary training and PPE to perform the work safely.

In the event the City does not have volunteers the City reserves the right to transfer the least senior employee(s) between Streets or Solid Waste. This section in no way diminishes the City's Management Rights to direct the workforce. The parties recognize transfers between divisions for ice storms, tornados or other large-scale unplanned events, may be required, and the requirements of this section shall not apply. However, the division Stewards shall be notified. This section does not apply to Snow or Ice operations.

Section 12.10. Non-application of Seniority Rights Within Classifications.

Seniority does not give employees any preference for particular types of work within their job classification or to places of work, machines, or equipment.

Section 12.11. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or

- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence.

Service broken under this section may be reestablished if the employee can show that extraordinary circumstances prevented their timely return.

Section 12.12. Seniority List.

Once each six (6) months, the City will furnish the Union with an up to-date seniority list.

Section 12.13. Training Opportunities.

(a) During each fiscal year, the City will schedule on-the-job training. The City will notify the Union of such training opportunities. The training will be distributed among employees who indicate a desire to receive it, with rotation for such training starting with the most senior employee applying for such training. Trainers who shall be bargaining unit employees whenever possible providing training on off-duty hours will be compensated for their time as provided in this Agreement. Trainees will not be compensated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to ensure effective training, a person qualified to operate equipment used in training will supervise the trainee. Hours spent training will not be subject to the provisions of Section

12.8 Temporary Elevations and Section 12.9 Temporary Transfers.

(b) The City will pay the entire cost of registration, tuition and books for any employee who voluntarily enrolls in and attends, while off duty, a course determined by the Department Head to be of value in qualifying such employee for a higher rated job.

ARTICLE 13 DISCIPLINE AND DISCHARGE

Section 13.1. Discipline.

The employer shall not suspend, discharge or otherwise discipline any employee without just cause. Discipline shall be imposed as soon as possible after the employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter. Every effort shall be made to administer discipline within fifteen (15) working days after the City becomes aware of the event possibly warranting discipline. In the event any disciplinary action or discharge is going to take place, the City will notify the employee one (1) hour in advance to allow them the opportunity to contact and have a Union representative present at the meeting. Counseling sessions may be noted in an employee's personnel file provided the employee is notified to that effect. Demotion shall be imposed only for failure or inability to perform the work in the employee's job classification.

Section 13.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Employee suspensions will not be served until management's Step 2 grievance response is provided to the Union.

Section 13.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined, demoted or discharged, they shall be reinstated with seniority rights unimpaired and paid for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the

term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 14.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. If the same grievance is filed by more than one (1) employee over the meaning, interpretation or application of the Agreement, said grievance meetings will be combined. If either party disputes the facts of an employee's grievance being combined, whether the individual grievance shall be removed from the combined grievance process will be determined by the Union.

A grievance shall be processed in the following manner:

- STEP 1: Any employee who has a grievance shall submit it in writing to their Department Head, or designee. The grievance shall be signed by both the employee and the steward. The Department Head, or designee, shall discuss the grievance within ten (10) business days with the Steward or their designee and the grievant(s) at a time mutually agreeable to the parties. The Department Head, or designee, shall give the City's written answer within ten (10) business days following the meeting, 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 immediately appeal the grievance to the next Step.
- STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) business days after receipt of the designated Department Head's answer in Step 1. A meeting between the Human Resources Director, and/or their representative, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or their representative, and the Union. If no settlement is reached, the Human Resources Director, or their representative, shall give the City's written answer to the Union within fifteen (15) business

days following the meeting. If the City does not provide its answer within fifteen (15) business days, the Union may elect to treat the grievance as denied at Step 2 and immediately appeal the grievance to arbitration.

This formal grievance process does not preclude an employee or the Union from attempting to resolve an issue or potential grievance informally with their immediate supervisor.

Section 14.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 2. The parties shall attempt to agree upon an arbitrator within fifteen (15) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Indiana or Wisconsin; both the City and the Union shall have the right to strike two (2) names from the panel followed by the party requesting arbitration striking one (1) name and the other party shall then strike one (1) name. Each party retains the right to rejection in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the City and the Union requesting that they set a time and a place, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Bloomington, Illinois (unless the parties mutually agree otherwise).

Section 14.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to them 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 them. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit in writing their decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 14.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 14.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth, it shall be considered "waived."

If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the 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 immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusive when employees covered by this Agreement are scheduled to work.

Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limit will be treated as withdrawn grievances.

ARTICLE 15 NO STRIKE AND NO LOCKOUT

Section 15.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, picketing or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 15.2. No Lockout.

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 16 GENERAL PROVISIONS

Section 16.1. Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein without discrimination, interference, restraint or coercion.

Section 16.2. Union Activity.

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that

there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 16.3. Investigation and Discussion of Grievance.

All grievances, discussions and investigations shall take place in a manner which will not interfere with the operation of the City. Union leadership on record with Human Resources shall notify their immediate supervisor of any scheduled meetings with management or times they are conducting Union business during working hours. If a conflict arises that interferes with the operations of City business, the meeting shall be rescheduled. In cases of discipline, other union leadership may be required to attend.

An outside Union representative shall be permitted to come on the premises of the City for the purpose of investigating and discussing grievances if they first obtain permission to do so from the Human Resources Director or their designated representatives provided that such permission shall not be unreasonably denied.

Section 16.4. No Discrimination.

Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of sex, race, age, color, religion, national origin or sexual orientation as provided by applicable law.

Section 16.5. Union Bulletin Boards.

The City will make available one (1) bulletin board for posting of official Union notices. The Union will limit the posting of Union notices to such bulletin boards, provided that notices of an inflammatory or political nature shall not be posted.

Section 16.6. Uniforms.

The City will pay \$900 to (excluding Fleet Management and Police) employees on the first payday in May for the purpose of purchasing uniforms. The uniform allowance will be increased effective May 1, 2026, to \$1000.

New employees in the bargaining unit will receive full annual amount if hired between May 1st and October 31st or half the annual amount if hired between November 1st and April 30th. The City will provide t-shirts if required by the department. The City agrees to provide two hooded/regular sweatshirts and six (6) t-shirts/polo shirts and replace such items on a worn-out basis if required for Miller Park Zoo employees.

Employees should be clean and neat in appearance wearing clothes suitable for their work and properly attired for their respective work environment. Proper work attire includes long pants, ANSI Certified boots (75#) and outer garments should be of high visibility including, yellow, orange or lime green fluorescent. All attire shall be clean, with no holes, tears, etc. No slogans, profanity or gestures (or implied) advertisements of alcohol, tobacco or illegal substances will be allowed.

The current practice of providing uniforms and safety shoes for the Police Department employees shall continue as described in Appendix B. Fleet Management employee uniforms and safety shoes are outlined in Appendix C.

Police and Fire Local 699 employees transferring to positions eligible for this reimbursement shall receive 50% of the annual amount for the appropriate timeframe identified above.

Section 16.7. Safety.

In accordance with applicable law, the City will make reasonable provision for the safety of the employees covered by this Agreement. The parties agree that regular Safety Committee discussions will be held to promote safety in the workplace.

Section 16.8. Residency Requirements.

All employees must live within a twenty-five (25.00) mile radius of the Intersection of Main and Route 9. If the 25.00 miles touches the city limits of

any community, the entire city limits of that community are considered within the residency boundaries. Employees who currently live outside the residency boundaries will be allowed to remain, however if they move from their existing residence they will need to move within the residency boundaries. Existing agreements will be terminated and new agreements issued under the above terms. New bargaining unit employees will be allowed 90 days following the end of their probationary period to move with the residency requirement as outlined above.

Section 16.9. Personnel Files.

The City shall keep a central personnel file for each employee. Employees wishing to review their personnel file shall make an appointment with the Human Resources Department to arrange a convenient time. No materials may be removed from the file.

Section 16.10. Driver's License.

All employees bidding on a driving position must have an Illinois State Commercial Driver's license, Class "B" hereinafter referred to as the CDL. If the City requests that an employee obtain a Class "B" CDL and/or tanker endorsement, the City will reimburse the employee the total fee required in obtaining and/or renewing this license.

In the event an applicant does not have their CDL at time of hire, Supervisors will be responsible for coordinating with the Safety and Risk Manager (SRM) when a full-time employee is required to obtain their CDL Class B with air brake endorsement. The SRM will coordinate with the supervisor for the employee to take an on-line, self-paced classroom portion and written test. It is estimated this will take 6-9 hours. The supervisor has the option of allowing the employee to complete the classroom portion as part of the employee's normal work hours or after hours on overtime. If done on-site, the city will provide computers for the employees' use. The City will pay the initial cost of

the classroom portion one-time. If the employee fails the classroom portion, the City will reimburse the employee for a future passing score.

Upon completion of the classroom theory test, the on-line training provider will report the passing test score to the FMCSA website. Employees may take the written portion of the test at the DMV prior to or after completion of the classroom (Theory) portion of the process.

Upon completion of the classroom portion and obtaining a driving permit from the Secretary of State, the employee will be scheduled by their supervisor to complete the Road and Range portion of the process. The SRM will coordinate with the department supervisors at an appropriate location for the training. This time will be deemed hours of work for full-time employees training for their CDL and the instructor. The Range portion will take approximately four hours at a minimum, and the instructor will be required to sign off on successful completion of the curriculum. Road portion of the training will take approximately 8 hours at minimum.–It is not required that the Range nor the Road portion be completed at one time. If it is broken up into segments, the instructor is required to document what has been successfully covered. In the event the original instructor is unavailable the new instructor will be required to verify successful completion and complete the remainder of the training. The new instructor will sign off on the entire Road portion.

The Road and Range portion will require a qualified instructor per the FMCSA regulations. Interested employees will sign up when an instructor vacancy occurs. The most senior qualified employee will be selected who meets the FMCSA requirements and have the skills in communication, listening, patience and possess a strong knowledge of and skills needed to operate City CDL vehicles in a variety of conditions and functions.

The City will determine the number of instructors needed. Instructors are required to take and pass the on-line classroom theory training. Those employees who pass the exam will receive \$250. No job action will be taken if

an employee who is preparing to be an instructor fails the exam. Instructors will receive an additional \$5.00 per hour for time instructing the Road and Range. The City can remove staff from being a driving instructor. An example of why an employee may be removed is if they are ineffective at instructing others on content.

Upon completion of the Road and Range the SRM will upload the Range and Road form to FMCSA website within 48 hours. The employee will be allowed to continue to practice operating CDL vehicles during their normal work hours as work is available with any CDL driver. No compensation will be provided to the CDL driver. Neither the instructor nor the CDL drivers will be disciplined for preventable accidents while they are not operating the vehicle.

The employee will notify their supervisor when they would like to take the driving portion of the exam. This will be coordinated at the convenience of the City. City equipment will be used, and it will require a CDL driver to drive to the facility. Once an employee receives their CDL they must pass a DOT pre-employment drug test before they are eligible to drive independently.

The City agrees at the time of renewal of a CDL license to reimburse the employee the difference in cost of a CDL license and the cost of a regular driver's license.

Section 16.11. CDL Class A.

If the City requests that an employee obtain a Class "A" CDL, the City will reimburse the employee the total fee required in obtaining and/or renewing this license. Such requests shall be made in seniority order. Any time a City employee utilizes the Class "A" license to pull or move a piece of City equipment, that employee shall receive a Two Dollar (\$2.00) per hour bonus added to their base rate of pay for a minimum of two (2) hours.

The City has some equipment which requires the use of a Class A CDL. Supervisors shall coordinate Entry Level Driver Training (ELDT) with the Safety and Risk Manager (SRM). The SRM will arrange for the Employee to take the

on-line, self-paced classroom portion and written test, which should take approximately 5-10 hours. The supervisor has sole discretion to allow the Employee to complete the Theory Training during the Employee's normal work hours or after hours on overtime. If done on-site, the City will provide computers for Employee use. The City will pay the initial cost of the ELDT one time only. If the Employee fails the Theory Training, the City will reimburse the Employee if they are later able to earn the minimum passing score.

Upon successful completion of ELDT, the on-line training provider will report the Employee's training certificate to the FMCSA website. Employees may take the written portion of the test at the DMV prior to or after completion of the Theory Training.

Upon completion of the Theory Training and obtaining a driving permit from the Secretary of State, the supervisor will schedule the Employee for the Road and Range Training. The SRM will coordinate with the department supervisors at an appropriate location for the training.

Range and Road Training will be deemed hours of work for Employee trainees and the training instructor. The Range portion will take approximately six (6) hours minimum, and the instructor must document successful completion of the Range curriculum. The Road portion of the training will take approximately eight (8) hours minimum. It is not required that the Range nor the Road portion be completed at one time. If it is broken up into segments, the instructor is required to document what has been successfully covered. In the event the original instructor is unavailable the new instructor will be required to verify successful completion and complete the remainder of the training. The new instructor will sign off on the entire Road portion. The employee will notify their supervisor when they would like to take the driving portion of the exam. This will be coordinated at the convenience of the City. City equipment will be used, and it will require a CDL driver to drive to the facility. Upon completion of the Road and Range the SRM will upload the Range and Road form to FMCSA

website within 48 hours. The employee will be allowed to continue to practice operating CDL vehicles during their normal work hours as work is available with any CDL Class A driver. No compensation will be provided to the CDL driver. Neither the instructor nor the CDL drivers will be disciplined for preventable accidents while they are not operating the vehicle.

The employee will notify their supervisor when they would like to take the driving portion of the exam. This will be coordinated at the convenience of the City. City equipment will be used, and it will require a CDL driver to drive to the facility. If the employee is unable to pass the driving test after two attempts, the City will not be required to allow the employee to use City equipment and a CDL driver to drive to the facility for testing.

The Road and Range portion requires a qualified instructor per FMCSA regulations who hold a Class A license. Interested employees will apply when an instructor vacancy occurs. The most senior qualified employees will be selected at the City's discretion if they meet all FMCSA requirements and qualifications. Additionally, the City shall select the employee based on their qualifications, including but not limited to, communication skills, listening, patience, and demonstrated knowledge of and capability operating City Class A CDL vehicles in a variety of conditions and functions. The City has sole discretion to determine the number of instructors needed and when a vacancy is to be filled. Instructors are required to successfully complete the Theory Training. Those employees who pass the exam will receive \$250. No job action will be taken if an employee fails the exam. Instructors will receive an additional \$5.00 per hour for time instructing the Road and Range. The City has sole discretion to remove an Employee from the ELDT instructor list. Grounds for removal may include but are not limited to ineffective instruction.

Section 16.12. Effect of Failure to Secure CDL.

The City agrees that after a non-probationary employee has thrice failed to pass the State of Illinois tests required to obtain a CDL, the employee shall

be removed from the position requiring possession of a CDL according to the following procedure:

- (a) The vacated position shall be advertised within Local #699 for bidding in accordance with this Agreement.
- (b) If the successful bidder's vacated position requires a CDL, that position shall be advertised within Local #699 for bidding in accordance with this Agreement. This procedure shall be repeated until a vacated position does not require a CDL, at which time the original employee not having a CDL will be required to fill the vacancy so created.
- (c) If, in the future, the demoted employee obtains a CDL, and a vacancy occurs requiring a CDL, they shall have the same bidding rights as any other employee in accordance with this Agreement.
- (d) If the employee is physically incapable of performing the duties of the last vacancy advertised or if there is not a vacancy requiring a CDL available, the employee will be placed on a layoff status. Said layoff status will be for a six (6) month duration, after which the employee shall be terminated. The vacant position created by the layoff will be filled in accordance with this contract. EXCEPTION: If, while on layoff status, the employee shall obtain a CDL, the layoff status shall be extended indefinitely and said employee will be called back for work when a vacancy exists.
- (e) During the term of a layoff employees will be ineligible to operate City equipment.

Section 16.13. Disqualification Under the Act.

An employee deemed disqualified under Title 49, U.S.C. Section 2707 and 2708 (The Commercial Motor Vehicle Safety Act) shall be placed on layoff status for the period of time the disqualification remains in effect.

Section 16.14. Drug Testing.

The parties agree that employees will be covered under the applicable Drug and Alcohol Policy and Procedure as it may exist from time to time.

Section 16.15. Committee Appointments.

The Union will make appointments to the Department Safety Committee. The Department Head will determine the size of the Department Safety

Committee. The parties may annually request to meet and discuss the status of insurance plans.

Section 16.16. Removal of Adverse Material.

Any records of discipline may be used for a period of time not to exceed three (3) years from the issuance of discipline. After three (3) years the information shall remain in the employee's personnel file but shall become null and void. After this time the employee can request to have records removed from their personnel file.

Section 16.17. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Human Resources Department.

Section 16.18. Payroll Errors.

Employees are responsible for reviewing their timecards and notifying their supervisor of any payroll error on established department deadlines. In the event of a payroll discrepancy the City will make the correct on the employee's next regularly scheduled payroll check.

Section 16.19. Arena Work.

The parties agree that the Arena requires a significant amount of repair and operational maintenance, which is currently completed by Classified, seasonal and Local 699 employees. Typically, Local 699 employees are used for HVAC, Electrical, Plumbing and Mechanical Equipment repairs and operational maintenance of the facility unless contracted out. Classified and/or seasonal employees are responsible for cleaning, custodial, general maintenance and painting at the facility. In addition, all ice operations and changeovers on the floor of the arena are performed by Classified and/or seasonal staff. All staff may operate the utility work vehicles, and forklifts as long as they have completed training. Nothing in this section diminishes the rights of Appendix A – Seasonal Employees.

ARTICLE 17 FLEET AND UTILITY POSITIONS

Section 17.1. Fleet Management Technician Skill/Certification Based Pay.

All Fleet Management technicians shall be compensated \$.30 per hour for each approved non-core ASE and/or EVT certification.

Eligibility for Certification Pay.

Core certification pay is included in the technician's hourly rate in Appendix D-F. The employee shall provide documentation of passing scores for any certifications which they are requesting certification pay. The non-core certification pay will become effective on the next pay period. The certification pay will not be retroactive back to the test date or certification date.

No employee shall be eligible to be reimbursed or to test for other approved ASE certifications until all Core certifications have been obtained. All tests and travel must be approved in advance. If a certification expires the employee will no longer be eligible for the skill-based pay.

Required Core Certification for Technicians

Technicians must maintain the following minimum ASE core certifications:

ASE A4 Suspension and Steering	A5 Brakes,
A6 & T6 Electrical/Electronic Systems	T5 Suspension and Steering.
T4 Brakes	T8 Preventive Maintenance Inspections (PMI)

Technicians will be required to maintain a minimum of two (2) out of seven (7) core certifications. The City will reimburse those technicians for the cost of passed core certifications. Technicians that do not hold all seven (7) core certifications will be ineligible for additional certification pay unless all seven (7) core certifications are active.

New Fleet Technicians hired after May 1, 2025, will be required to have two (2)-core certifications at time of hire or obtain within one year. New Fleet Laborers hired after May 1, 2025, will be required to have one (1) core certification at time of hire or obtain within one year. Laborers or Technicians

that fail to obtain all required certifications within their first year may apply for an extension or could be subject to termination.

Employees will not be compensated for any core certifications as they are incorporated in the hourly rate.

Testing

With advanced approval non-probationary employees will be allowed two days per year for ASE and/or EVT certification testing to have their shift assignments adjusted to accommodate an employee's pre-scheduled testing date and travel. Probationary employees shall be allowed up to two times during their probationary period for testing and their shift assignments adjusted to accommodate the probationary employee's pre-scheduled testing date and travel. Approval should be requested from the supervisor prior to registration. Employees will schedule multiple tests on the same testing date whenever possible. If the reasonable travel time and testing is completed in less than eight (8) hours, the employee is required to report to work. If the reasonable travel time and testing exceeds eight (8) hours, the employee will be paid overtime.

Cost of testing

Employees are responsible for the cost of the test and registration fees. The city will be responsible for test supplies, training and reference materials. Section 12.13 Training Opportunities will not apply to this section on Skill/Certification Based Pay. Upon providing passing scores for any certification or recertification listed in this section, the City will reimburse the employee for the cost of the test and registration fees.

Skill Based Call Outs

As technicians become certified for emergency call outs they will be distributed on a qualified (skill based) call out procedure rather than a seniority procedure which does not always get the most qualified person out for the

emergency.

Approved Test, ASE & EVT

Automobile		Medium/Heavy Duty Truck	
A1	Engine Repair	T1	Gasoline Engines
A2	Automatic Transmission/Transaxle	T2	Diesel Engines
A3	Manual Drive Train and Axles	T3	Drive Trains
A4	Suspension and Steering	T4	Brakes
A5	Brakes	T5	Suspension & Steering
A6	Electrical/Electronic Systems	T6	Electrical/Electronic Systems
A7	Heating and Air Conditioning Air	T7	Heating, Ventilation & Conditioning
A8	Engine Performance		
A9	Light Vehicle Certification		
E1	Additional ASE Approved Test Truck Equip: Install & Repair	E2	Truck Equip: Elect. Systems
E3	Truck Equip: Aux. Power Sys.	L1	Gasoline Engine Performance
L2	Diesel Engine Performance	X1	Exhaust Systems
L3	Light Duty Hybrid/Electrical Vehicle Specialist		

EVT Emergency Vehicle Technician Approved Test

Fire Apparatus

F1	Maintenance, Inspection, Testing of Fire Apparatus		
F2	Fire Apparatus Design & Performance	F3	Fire Pumps & Accessories
F4	Fire Apparatus Electrical Systems	FA4	Advanced Electrical Systems
F5	Aerial Fire Apparatus	F6	Allison Auto Transmission
F8	Hydraulic Systems		

Ambulance

E1	Ambulance Design & Performance	E2	Ambulance Electrical System
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E3 Ambulance Heating, A/C, & Ventilation Chassis E4 Ambulance Body & Chassis

EO Maintenance, Inspection, Testing of Ambulances

ARFF

A1 ARFF Vehicle Design & Performance A2 ARFF Chassis & Component
A3 ARFF Extinguishment Systems

Law Enforcement

L1 Law Enforcement Vehicle Installation

During the term of this contract, if ASE or EVT develop additional certification test that the Fleet Management Department approve as certifications for the work done in the department, the technicians will be notified.

Section 17.2. CDL License for Fleet Technicians.

New Fleet Technicians must obtain a CDL Class B license with an air brake endorsement within their first two years of employment. Fleet Technicians who fail to obtain such license may apply for an extension or can be terminated by the City. In the event the City elects to not terminate a Fleet Technicians for failure to obtain their CDL and later requires such license the employee will be provided 90 days to obtain their CDL. Once a Fleet Technician obtains their CDL license they are required to maintain their CDL. All Lead Fleet Technicians must have a CDL License.

Section 17.3. Tool Allowance.

The tool allowance for Fleet Management Technicians shall be \$1100 per year, payable to all non-probationary Fleet Management Technicians on the first payday in May. The tool allowance will increase effective May 1, 2026, to \$1200. The tool allowance for Fleet Management Technician Laborers will be 50% of the tool allowance for Fleet Management Technicians. Employees are required to keep up to date tool inventories on

record with the City for insurance purposes. Tool inventories must be updated prior to payment of the tool allowance.

Section 17.4. Utility Worker Positions.

When a vacancy exists for a Utility Worker the City shall determine whether the position will be advertised as a Utility Worker I or Utility Worker II position.

Employees will be required to take the Utility Worker II Master Level exams who possess the necessary skillset. All other employees will be required to take the National Maintenance Electrician or the Standard Journeyman Mechanical exam. Determination of which exam an employee shall take is to be decided between the employee and their supervisor, in consideration of the employee's abilities and seniority.

Employees that pass the International Code Council (ICC) National Contractor/Trades Examination Program Certification for National Standard Journeyman Mechanical, National Maintenance Electrician, Playground Safety Inspectors License, or Aquatic Facilities Operators License exams shall receive a \$400 bonus for each exam **or** upon passing the National Standard Journeyman Mechanical or National Maintenance Electrician exam will be paid as a Utility Worker I. The \$400 bonus is a one-time bonus and will not be paid for renewals. Employees once certified are required to maintain the certification/licensure. Non-probationary employees unable to pass the National Maintenance Electrician or the Standard Journeyman Mechanical exam will be grandfathered in, and employees will be encouraged to continue to test for the aforementioned Electrical or Mechanical certifications.

Employees who hold a Plumbing License shall become a Utility Worker II. All employees who possess the requisite skillset shall be required to take the International Code Council (ICC) National Contractor/Trades Examination Program Certification for National Standard Master Mechanical or National

Master Electrician. The National Master Electrician Exam must have been passed in the last six years. Upon passing one of the exams, the employee shall be reclassified to a Utility Worker II or receive a \$750 bonus for each additional exam. The \$750 bonus is a one-time bonus and will not be paid for renewals. Employees once certified are required to maintain the certification/licensure.

The City of Bloomington agrees to provide the study material and pay for the cost of the exam and test one time per year. If the employee passes the test the City will reimburse the employee for the cost of the exam. Employees will be provided with reasonable time to study and prepare for the exam.

All tests shall be scheduled during an employee's normal work hours with approval of their supervisor. An employee's work schedule may be adjusted to accommodate for the testing schedule. In the event a Probationary Employee fails to obtain the required certification within their probationary period the City may extend the employee's probationary period by a (6) six months on a non-precedent setting basis.

In the event any certification or license changes the City will notify the Union of the replacement certification or license. This section does not apply to the Utility Worker position in the Streets Division of Public Works.

ARTICLE 18 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve

employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 19 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Revised Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 12.3 Seniority Principle and Section 12.6 Layoff and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 21 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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, the City and the Union, for the duration 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 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 of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

The parties agree that during the term of this Agreement all sidebar agreements will be reviewed and all that are no longer applicable will be stricken.

ARTICLE 22 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May 2025 and shall remain in full force and effect until the 30th day of April 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of December 2025.

Appendix A Seasonal Employees

It is the intent of the employer to only work a seasonal employee, doing bargaining unit work, up to 1560 total hours in a twelve (12) month period or up to ten (10) months in any calendar year.

Seasonal employees who work as laborers will not be scheduled to work more than ten (10) hours per day or more than forty (40) hours per week for the purpose of avoiding the payment of overtime to employees covered by this Agreement. Seasonal employees who are assigned work in a classification other than laborer shall not be scheduled to work more than eight (8) hours in any work day and shall not be scheduled or worked in a different classification for the purpose of avoiding the payment of overtime to employees covered by this Agreement. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 Representation and Bargaining Unit of this Agreement and are not covered by any of the provisions of this Agreement. The only exception to this rule is the seasonal Park Security personnel.

Appendix B Uniforms

The City will reimburse Fire Maintenance Coordinator \$200 and Police Department employees \$250 per fiscal year for Safety Shoes (ANSI Certified #75) required in the course of their duties. The City agrees to replace such uniforms as it becomes worn out. Any employee seeking replacement of any part of a uniform shall present the worn-out part to the supervisor. Worn out uniforms parts shall be returned to the employee after being marked for identification. Uniforms will be issued to the Fire Maintenance Coordinator and Police Department employees as follows:

Police Department Employees

- 1 heavy winter coat
- 1 pair coveralls
- 1 medium weight jacket
- 5 pairs pants
- 5 winter shirts
- 5 summer shirts

Fire Maintenance Coordinator

- 1 multi-season coat
- 1 job shirt
- 5 pairs pants
- 8 polo shirts (combo short/long sleeves)

Appendix C Uniforms - Fleet Management Technicians

The City of Bloomington will provide 100% cotton uniforms and uniform cleaning service for all Fleet Technicians.

The uniform service will provide short sleeved and long sleeved uniform shirts based on the seasons. The service will also provide pants. The uniform service will provide eleven (11) pairs of uniforms. It will be the employee's responsibility to ensure that the soiled uniforms are at the Fleet Management facility on the day of collection of the uniform service. The City will not be responsible for the cost incurred by the employee to launder uniforms which are not collected by the uniform service on the designated day for cleaning.

The above clothing will be the only clothing allowed to be worn while on duty. An employee not properly dressed will be required to clock out and change and clock back in.

The City will also provide the Fleet Management Technicians with a \$350 annual allowance paid on the first payday in May. This allowance can be used for steel toe boot purchase, spring and or winter coats, sweatshirts and coveralls and etc.

Appendix D MAY 1, 2025 – APRIL 30, 2026

CLASSIFICATION AND WAGE REPORTS (Employees prior to August 12, 2013)

	3.50%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$ 21.11	\$ 22.17	\$ 22.59	\$ 23.01	\$ 23.43	\$ 23.85	\$ 24.28
ASST GRNSKEEP	\$ 22.05	\$ 23.15	\$ 23.59	\$ 24.03	\$ 24.48	\$ 24.92	\$ 25.36
LABORER	\$ 34.31	\$ 36.03	\$ 36.71	\$ 37.40	\$ 38.08	\$ 38.77	\$ 39.46
ZOOKEEPER	\$ 34.95	\$ 36.70	\$ 37.40	\$ 38.10	\$ 38.79	\$ 39.49	\$ 40.19
TRUCK DRIVER	\$ 34.80	\$ 36.54	\$ 37.24	\$ 37.93	\$ 38.63	\$ 39.32	\$ 40.02
REFUSE TRUCK DR	\$ 35.22	\$ 36.98	\$ 37.69	\$ 38.39	\$ 39.09	\$ 39.80	\$ 40.50
PARK SECURITY	\$ 36.88	\$ 38.72	\$ 39.46	\$ 40.20	\$ 40.94	\$ 41.67	\$ 42.41
TRAF LINE PAINT	\$ 37.62	\$ 39.50	\$ 40.25	\$ 41.01	\$ 41.76	\$ 42.51	\$ 43.26
CREW LEADER	\$ 37.62	\$ 39.50	\$ 40.25	\$ 41.01	\$ 41.76	\$ 42.51	\$ 43.26
UTILITY WORKER	\$ 38.95	\$ 40.90	\$ 41.68	\$ 42.46	\$ 43.23	\$ 44.01	\$ 44.79
UTILITY WORKER 1 w/cert	\$ 39.46	\$ 41.43	\$ 42.22	\$ 43.01	\$ 43.80	\$ 44.59	\$ 45.38
UTILITY WORKER 2	\$ 44.12	\$ 46.33	\$ 47.21	\$ 48.09	\$ 48.97	\$ 49.86	\$ 50.74
GREENSKEEPER	\$ 38.92	\$ 40.87	\$ 41.64	\$ 42.42	\$ 43.20	\$ 43.98	\$ 44.76
LT MACHINE OPR	\$ 38.92	\$ 40.87	\$ 41.64	\$ 42.42	\$ 43.20	\$ 43.98	\$ 44.76
FLEET TECH	\$ 40.22	\$ 42.23	\$ 43.04	\$ 43.84	\$ 44.64	\$ 45.45	\$ 46.25
LEAD FLEET TECH	\$ 40.83	\$ 42.87	\$ 43.69	\$ 44.50	\$ 45.32	\$ 46.14	\$ 46.95
HVY MACHINE OPR	\$ 40.14	\$ 42.15	\$ 42.95	\$ 43.75	\$ 44.56	\$ 45.36	\$ 46.16
HORTICULTURIST	\$ 41.16	\$ 43.22	\$ 44.04	\$ 44.86	\$ 45.69	\$ 46.51	\$ 47.33
TURF SPECIALIST	\$ 41.16	\$ 43.22	\$ 44.04	\$ 44.86	\$ 45.69	\$ 46.51	\$ 47.33
FORESTER	\$ 41.46	\$ 43.53	\$ 44.36	\$ 45.19	\$ 46.02	\$ 46.85	\$ 47.68
APPRT FORESTER	\$ 34.55	\$ 36.28	\$ 36.97	\$ 37.66	\$ 38.35	\$ 39.04	\$ 39.73
ASST FORESTER	\$ 35.92	\$ 37.72	\$ 38.43	\$ 39.15	\$ 39.87	\$ 40.59	\$ 41.31
SR ZOOKEEPER	\$ 36.97	\$ 38.82	\$ 39.56	\$ 40.30	\$ 41.04	\$ 41.78	\$ 42.52
SIGN COORD	\$ 38.92	\$ 40.87	\$ 41.64	\$ 42.42	\$ 43.20	\$ 43.98	\$ 44.76
MNTCE COORDINATOR	\$ 33.20	\$ 34.86	\$ 35.52	\$ 36.19	\$ 36.85	\$ 37.52	\$ 38.18

* Probationary employees will receive 10 cents less than union scale

Appendix D MAY 1, 2025 – APRIL 30, 2026

CLASSIFICATION AND WAGE REPORTS (Employees after August 12, 2013)

	3.50%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$ 21.11	\$ 22.17	\$ 22.59	\$ 23.01	\$ 23.43	\$ 23.85	\$ 24.28
ASST GRNSKEEP	\$ 22.05	\$ 23.15	\$ 23.59	\$ 24.03	\$ 24.48	\$ 24.92	\$ 25.36
LABORER	\$ 30.26	\$ 31.77	\$ 32.38	\$ 32.98	\$ 33.59	\$ 34.19	\$ 34.80
ZOOKEEPER	\$ 23.22	\$ 24.38	\$ 24.85	\$ 25.31	\$ 25.77	\$ 26.24	\$ 26.70
TRUCK DRIVER	\$ 30.70	\$ 32.24	\$ 32.85	\$ 33.46	\$ 34.08	\$ 34.69	\$ 35.31
REFUSE TRUCK DR	\$ 31.09	\$ 32.64	\$ 33.27	\$ 33.89	\$ 34.51	\$ 35.13	\$ 35.75
PARK SECURITY	\$ 32.54	\$ 34.17	\$ 34.82	\$ 35.47	\$ 36.12	\$ 36.77	\$ 37.42
TRAF LINE PAINT	\$ 33.19	\$ 34.85	\$ 35.51	\$ 36.18	\$ 36.84	\$ 37.50	\$ 38.17
CREW LEADER	\$ 33.19	\$ 34.85	\$ 35.51	\$ 36.18	\$ 36.84	\$ 37.50	\$ 38.17
UTILITY WORKER	\$ 34.36	\$ 36.08	\$ 36.77	\$ 37.45	\$ 38.14	\$ 38.83	\$ 39.51
UTILITY WORKER 1 w/cert	\$ 34.88	\$ 36.62	\$ 37.32	\$ 38.02	\$ 38.72	\$ 39.41	\$ 40.11
UTILITY WORKER 2	\$ 39.54	\$ 41.52	\$ 42.31	\$ 43.10	\$ 43.89	\$ 44.68	\$ 45.47
GREENSKEEPER	\$ 34.32	\$ 36.04	\$ 36.72	\$ 37.41	\$ 38.10	\$ 38.78	\$ 39.47
LT MACHINE OPR	\$ 34.32	\$ 36.04	\$ 36.72	\$ 37.41	\$ 38.10	\$ 38.78	\$ 39.47
FLEET TECH	\$ 35.64	\$ 37.42	\$ 38.13	\$ 38.85	\$ 39.56	\$ 40.27	\$ 40.99
LEAD FLEET TECH	\$ 36.27	\$ 38.08	\$ 38.81	\$ 39.53	\$ 40.26	\$ 40.99	\$ 41.71
HVY MACHINE OPR	\$ 35.44	\$ 37.21	\$ 37.92	\$ 38.63	\$ 39.34	\$ 40.05	\$ 40.76
HORTICULTURIST	\$ 36.31	\$ 38.13	\$ 38.85	\$ 39.58	\$ 40.30	\$ 41.03	\$ 41.76
TURF SPECIALIST	\$ 36.31	\$ 38.13	\$ 38.85	\$ 39.58	\$ 40.30	\$ 41.03	\$ 41.76
FORESTER	\$ 36.58	\$ 38.41	\$ 39.14	\$ 39.87	\$ 40.60	\$ 41.34	\$ 42.07
APPRT FORESTER	\$ 30.48	\$ 32.00	\$ 32.61	\$ 33.22	\$ 33.83	\$ 34.44	\$ 35.05
ASST FORESTER	\$ 31.70	\$ 33.29	\$ 33.92	\$ 34.55	\$ 35.19	\$ 35.82	\$ 36.46
SR ZOOKEEPER	\$ 32.61	\$ 34.24	\$ 34.89	\$ 35.54	\$ 36.20	\$ 36.85	\$ 37.50
SIGN COORD	\$ 34.32	\$ 36.04	\$ 36.72	\$ 37.41	\$ 38.10	\$ 38.78	\$ 39.47
MNTCE COORDINATOR	\$ 33.20	\$ 34.86	\$ 35.52	\$ 36.19	\$ 36.85	\$ 37.52	\$ 38.18
* Probationary employees will receive 10 cents less than union scale							

Appendix E MAY 1, 2026 – APRIL 30, 2027

CLASSIFICATION AND WAGE REPORTS (Employees prior to August 12, 2013)

	3.50%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$22.11	\$23.22	\$23.66	\$24.10	\$24.54	\$24.98	\$25.43
ASST GRNSKEEP	\$23.05	\$24.20	\$24.66	\$25.12	\$25.59	\$26.05	\$26.51
LABORER	\$35.51	\$37.29	\$38.00	\$38.71	\$39.42	\$40.13	\$40.84
ZOOKEEPER	\$36.17	\$37.98	\$38.70	\$39.43	\$40.15	\$40.87	\$41.60
TRUCK DRIVER	\$36.02	\$37.82	\$38.54	\$39.26	\$39.98	\$40.70	\$41.42
REFUSE TRUCK DR	\$36.45	\$38.27	\$39.00	\$39.73	\$40.46	\$41.19	\$41.92
PARK SECURITY	\$38.17	\$40.08	\$40.84	\$41.61	\$42.37	\$43.13	\$43.90
TRAF LINE PAINT	\$38.94	\$40.89	\$41.67	\$42.44	\$43.22	\$44.00	\$44.78
CREW LEADER	\$38.94	\$40.89	\$41.67	\$42.44	\$43.22	\$44.00	\$44.78
UTILITY WORKER	\$40.31	\$42.33	\$43.13	\$43.94	\$44.74	\$45.55	\$46.36
UTILITY WORKER 1 w/cert	\$40.84	\$42.88	\$43.70	\$44.52	\$45.33	\$46.15	\$46.97
UTILITY WORKER 2	\$45.66	\$47.94	\$48.86	\$49.77	\$50.68	\$51.60	\$52.51
GREENSKEEPER	\$40.28	\$42.29	\$43.10	\$43.91	\$44.71	\$45.52	\$46.32
LT MACHINE OPR	\$40.28	\$42.29	\$43.10	\$43.91	\$44.71	\$45.52	\$46.32
FLEET TECH	\$41.63	\$43.71	\$44.54	\$45.38	\$46.21	\$47.04	\$47.87
LEAD FLEET TECH	\$42.26	\$44.37	\$45.22	\$46.06	\$46.91	\$47.75	\$48.60
HVY MACHINE OPR	\$41.54	\$43.62	\$44.45	\$45.28	\$46.11	\$46.94	\$47.77
HORTICULTURIST	\$42.60	\$44.73	\$45.58	\$46.43	\$47.29	\$48.14	\$48.99
TURF SPECIALIST	\$42.60	\$44.73	\$45.58	\$46.43	\$47.29	\$48.14	\$48.99
FORESTER	\$42.91	\$45.06	\$45.91	\$46.77	\$47.63	\$48.49	\$49.35
APPRT FORESTER	\$35.76	\$37.55	\$38.26	\$38.98	\$39.69	\$40.41	\$41.12
ASST FORESTER	\$37.18	\$39.04	\$39.78	\$40.53	\$41.27	\$42.01	\$42.76
SR ZOOKEEPER	\$38.26	\$40.17	\$40.94	\$41.70	\$42.47	\$43.23	\$44.00
SIGN COORD	\$40.28	\$42.29	\$43.10	\$43.91	\$44.71	\$45.52	\$46.32
MNTCE COORDINATOR	\$34.36	\$36.08	\$36.77	\$37.45	\$38.14	\$38.83	\$39.51
* Probationary employees will receive 10 cents less than union scale							

Appendix E MAY 1, 2026 – APRIL 30, 2027

CLASSIFICATION AND WAGE REPORTS (Employees after to August 12, 2013)

	3.50%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$ 22.11	\$ 23.22	\$ 23.66	\$ 24.10	\$ 24.54	\$ 24.98	\$ 25.43
ASST GRNSKEEP	\$ 23.05	\$ 24.20	\$ 24.66	\$ 25.12	\$ 25.59	\$ 26.05	\$ 26.51
LABORER	\$ 31.32	\$ 32.89	\$ 33.51	\$ 34.14	\$ 34.77	\$ 35.39	\$ 36.02
ZOOKEEPER	\$ 24.22	\$ 25.43	\$ 25.92	\$ 26.40	\$ 26.88	\$ 27.37	\$ 27.85
TRUCK DRIVER	\$ 31.77	\$ 33.36	\$ 33.99	\$ 34.63	\$ 35.26	\$ 35.90	\$ 36.54
REFUSE TRUCK DR	\$ 32.18	\$ 33.79	\$ 34.43	\$ 35.08	\$ 35.72	\$ 36.36	\$ 37.01
PARK SECURITY	\$ 33.68	\$ 35.36	\$ 36.04	\$ 36.71	\$ 37.38	\$ 38.06	\$ 38.73
TRAF LINE PAINT	\$ 34.35	\$ 36.07	\$ 36.75	\$ 37.44	\$ 38.13	\$ 38.82	\$ 39.50
CREW LEADER	\$ 34.35	\$ 36.07	\$ 36.75	\$ 37.44	\$ 38.13	\$ 38.82	\$ 39.50
UTILITY WORKER	\$ 35.56	\$ 37.34	\$ 38.05	\$ 38.76	\$ 39.47	\$ 40.18	\$ 40.89
UTILITY WORKER 1 w/cert	\$ 36.10	\$ 37.91	\$ 38.63	\$ 39.35	\$ 40.07	\$ 40.79	\$ 41.52
UTILITY WORKER 2	\$ 40.92	\$ 42.97	\$ 43.78	\$ 44.60	\$ 45.42	\$ 46.24	\$ 47.06
GREENSKEEPER	\$ 35.52	\$ 37.30	\$ 38.01	\$ 38.72	\$ 39.43	\$ 40.14	\$ 40.85
LT MACHINE OPR	\$ 35.52	\$ 37.30	\$ 38.01	\$ 38.72	\$ 39.43	\$ 40.14	\$ 40.85
FLEET TECH	\$ 36.89	\$ 38.73	\$ 39.47	\$ 40.21	\$ 40.95	\$ 41.69	\$ 42.42
LEAD FLEET TECH	\$ 37.54	\$ 39.42	\$ 40.17	\$ 40.92	\$ 41.67	\$ 42.42	\$ 43.17
HVY MACHINE OPR	\$ 36.68	\$ 38.51	\$ 39.25	\$ 39.98	\$ 40.71	\$ 41.45	\$ 42.18
HORTICULTURIST	\$ 37.58	\$ 39.46	\$ 40.21	\$ 40.96	\$ 41.71	\$ 42.47	\$ 43.22
TURF SPECIALIST	\$ 37.58	\$ 39.46	\$ 40.21	\$ 40.96	\$ 41.71	\$ 42.47	\$ 43.22
FORESTER	\$ 37.86	\$ 39.75	\$ 40.51	\$ 41.27	\$ 42.02	\$ 42.78	\$ 43.54
APPRT FORESTER	\$ 31.55	\$ 33.13	\$ 33.76	\$ 34.39	\$ 35.02	\$ 35.65	\$ 36.28
ASST FORESTER	\$ 32.81	\$ 34.45	\$ 35.11	\$ 35.76	\$ 36.42	\$ 37.08	\$ 37.73
SR ZOOKEEPER	\$ 33.75	\$ 35.44	\$ 36.11	\$ 36.79	\$ 37.46	\$ 38.14	\$ 38.81
SIGN COORD	\$ 35.52	\$ 37.30	\$ 38.01	\$ 38.72	\$ 39.43	\$ 40.14	\$ 40.85
MNTCE COORDINATOR	\$ 34.36	\$ 36.08	\$ 36.77	\$ 37.45	\$ 38.14	\$ 38.83	\$ 39.51
* Probationary employees will receive 10 cents less than union scale							

Appendix F MAY 1, 2027 – APRIL 30, 2028

CLASSIFICATION AND WAGE REPORTS (Employees prior to August 12, 2013)

	3.25%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$ 23.11	\$ 24.27	\$ 24.73	\$ 25.19	\$ 25.65	\$ 26.11	\$ 26.58
ASST GRNSKEEP	\$ 24.05	\$ 25.25	\$ 25.73	\$ 26.21	\$ 26.70	\$ 27.18	\$ 27.66
LABORER	\$ 36.66	\$ 38.49	\$ 39.23	\$ 39.96	\$ 40.69	\$ 41.43	\$ 42.16
ZOOKEEPER	\$ 37.35	\$ 39.22	\$ 39.96	\$ 40.71	\$ 41.46	\$ 42.21	\$ 42.95
TRUCK DRIVER	\$ 37.19	\$ 39.05	\$ 39.79	\$ 40.54	\$ 41.28	\$ 42.02	\$ 42.77
REFUSE TRUCK DR	\$ 37.63	\$ 39.51	\$ 40.26	\$ 41.02	\$ 41.77	\$ 42.52	\$ 43.27
PARK SECURITY	\$ 39.41	\$ 41.38	\$ 42.17	\$ 42.96	\$ 43.75	\$ 44.53	\$ 45.32
TRAF LINE PAINT	\$ 40.21	\$ 42.22	\$ 43.02	\$ 43.83	\$ 44.63	\$ 45.44	\$ 46.24
CREW LEADER	\$ 40.21	\$ 42.22	\$ 43.02	\$ 43.83	\$ 44.63	\$ 45.44	\$ 46.24
UTILITY WORKER	\$ 41.62	\$ 43.70	\$ 44.53	\$ 45.37	\$ 46.20	\$ 47.03	\$ 47.86
UTILITY WORKER 1 w/cert	\$ 42.17	\$ 44.28	\$ 45.12	\$ 45.97	\$ 46.81	\$ 47.65	\$ 48.50
UTILITY WORKER 2	\$ 47.14	\$ 49.50	\$ 50.44	\$ 51.38	\$ 52.33	\$ 53.27	\$ 54.21
GREENSKEEPER	\$ 41.59	\$ 43.67	\$ 44.50	\$ 45.33	\$ 46.16	\$ 47.00	\$ 47.83
LT MACHINE OPR	\$ 41.59	\$ 43.67	\$ 44.50	\$ 45.33	\$ 46.16	\$ 47.00	\$ 47.83
FLEET TECH	\$ 42.98	\$ 45.13	\$ 45.99	\$ 46.85	\$ 47.71	\$ 48.57	\$ 49.43
LEAD FLEET TECH	\$ 43.63	\$ 45.81	\$ 46.68	\$ 47.56	\$ 48.43	\$ 49.30	\$ 50.17
HVY MACHINE OPR	\$ 42.89	\$ 45.03	\$ 45.89	\$ 46.75	\$ 47.61	\$ 48.47	\$ 49.32
HORTICULTURIST	\$ 43.98	\$ 46.18	\$ 47.06	\$ 47.94	\$ 48.82	\$ 49.70	\$ 50.58
TURF SPECIALIST	\$ 43.98	\$ 46.18	\$ 47.06	\$ 47.94	\$ 48.82	\$ 49.70	\$ 50.58
FORESTER	\$ 44.30	\$ 46.52	\$ 47.40	\$ 48.29	\$ 49.17	\$ 50.06	\$ 50.95
APPRT FORESTER	\$ 36.92	\$ 38.77	\$ 39.50	\$ 40.24	\$ 40.98	\$ 41.72	\$ 42.46
ASST FORESTER	\$ 38.39	\$ 40.31	\$ 41.08	\$ 41.85	\$ 42.61	\$ 43.38	\$ 44.15
SR ZOOKEEPER	\$ 39.50	\$ 41.48	\$ 42.27	\$ 43.06	\$ 43.85	\$ 44.64	\$ 45.43
SIGN COORD	\$ 41.59	\$ 43.67	\$ 44.50	\$ 45.33	\$ 46.16	\$ 47.00	\$ 47.83
MNTCE COORDINATOR	\$ 35.48	\$ 37.25	\$ 37.96	\$ 38.67	\$ 39.38	\$ 40.09	\$ 40.80
* Probationary employees will receive 10 cents less than union scale							

Appendix F MAY 1, 2027 – APRIL 30, 2028

CLASSIFICATION AND WAGE REPORTS (Employees after August 12, 2013)

	3.25%						
		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
CUSTODIAN	\$ 23.11	\$ 24.27	\$ 24.73	\$ 25.19	\$ 25.65	\$ 26.11	\$ 26.58
ASST GRNSKEEP	\$ 24.05	\$ 25.25	\$ 25.73	\$ 26.21	\$ 26.70	\$ 27.18	\$ 27.66
LABORER	\$ 32.34	\$ 33.96	\$ 34.60	\$ 35.25	\$ 35.90	\$ 36.54	\$ 37.19
ZOOKEEPER	\$ 25.22	\$ 26.48	\$ 26.99	\$ 27.49	\$ 27.99	\$ 28.50	\$ 29.00
TRUCK DRIVER	\$ 32.80	\$ 34.44	\$ 35.10	\$ 35.75	\$ 36.41	\$ 37.06	\$ 37.72
REFUSE TRUCK DR	\$ 33.23	\$ 34.89	\$ 35.56	\$ 36.22	\$ 36.89	\$ 37.55	\$ 38.21
PARK SECURITY	\$ 34.77	\$ 36.51	\$ 37.20	\$ 37.90	\$ 38.59	\$ 39.29	\$ 39.99
TRAF LINE PAINT	\$ 35.47	\$ 37.24	\$ 37.95	\$ 38.66	\$ 39.37	\$ 40.08	\$ 40.79
CREW LEADER	\$ 35.47	\$ 37.24	\$ 37.95	\$ 38.66	\$ 39.37	\$ 40.08	\$ 40.79
UTILITY WORKER	\$ 36.72	\$ 38.56	\$ 39.29	\$ 40.02	\$ 40.76	\$ 41.49	\$ 42.23
UTILITY WORKER 1 w/cert	\$ 37.27	\$ 39.13	\$ 39.88	\$ 40.62	\$ 41.37	\$ 42.12	\$ 42.86
UTILITY WORKER 2	\$ 42.25	\$ 44.36	\$ 45.21	\$ 46.05	\$ 46.90	\$ 47.74	\$ 48.59
GREENSKEEPER	\$ 36.67	\$ 38.50	\$ 39.24	\$ 39.97	\$ 40.70	\$ 41.44	\$ 42.17
LT MACHINE OPR	\$ 36.67	\$ 38.50	\$ 39.24	\$ 39.97	\$ 40.70	\$ 41.44	\$ 42.17
FLEET TECH	\$ 38.09	\$ 39.99	\$ 40.76	\$ 41.52	\$ 42.28	\$ 43.04	\$ 43.80
LEAD FLEET TECH	\$ 38.76	\$ 40.70	\$ 41.47	\$ 42.25	\$ 43.02	\$ 43.80	\$ 44.57
HVY MACHINE OPR	\$ 37.87	\$ 39.76	\$ 40.52	\$ 41.28	\$ 42.04	\$ 42.79	\$ 43.55
HORTICULTURIST	\$ 38.80	\$ 40.74	\$ 41.52	\$ 42.29	\$ 43.07	\$ 43.84	\$ 44.62
TURF SPECIALIST	\$ 38.80	\$ 40.74	\$ 41.52	\$ 42.29	\$ 43.07	\$ 43.84	\$ 44.62
FORESTER	\$ 39.09	\$ 41.04	\$ 41.83	\$ 42.61	\$ 43.39	\$ 44.17	\$ 44.95
APPRT FORESTER	\$ 32.58	\$ 34.21	\$ 34.86	\$ 35.51	\$ 36.16	\$ 36.82	\$ 37.47
ASST FORESTER	\$ 33.88	\$ 35.57	\$ 36.25	\$ 36.93	\$ 37.61	\$ 38.28	\$ 38.96
SR ZOOKEEPER	\$ 34.85	\$ 36.59	\$ 37.29	\$ 37.99	\$ 38.68	\$ 39.38	\$ 40.08
SIGN COORD	\$ 36.67	\$ 38.50	\$ 39.24	\$ 39.97	\$ 40.70	\$ 41.44	\$ 42.17
MNTCE COORDINATOR	\$ 35.48	\$ 37.25	\$ 37.96	\$ 38.67	\$ 39.38	\$ 40.09	\$ 40.80
* Probationary employees will receive 10 cents less than union scale							

Appendix G Employees Grandfathered for Insurance

The following employees are grandfathered employees as identified in Article 11 Group Insurance Plan.

WATSON	TROY
COLEMAN	LARRY
SPIDLE	JOSEPH
COLEMAN	LARRY
KENNEDY	JASON
KLESSIG	WENDY
DURFLINGER	GREGORY
BROWN	SCOTT
HODGES	DERMOT
MCDANNALD	RAYMOND
HEINONEN	ERIK
ALVAREZ	DAVID
SMITH	ADAM
SHEPARD	JAMES

Appendix H Snow Operations

The parties agree to the following interpretation of Benn's Snow

Orders: During snow events employees will be allowed to work as

follows:

1. Up to 24 consecutive hours on the initial shift with an eight-hour break followed by no more than 16 additional hours.
2. Up to 16 consecutive hours on the initial shift with an eight-hour break followed by no more than 24 additional hours.

Both options will require an eight-hour break if shift continue beyond the timeframes identified above.

Appendix H Snow Operations

BEFORE
EDWIN H. BENN
ARBITRATOR

IN THE MATTER OF THE ARBITRATION

BETWEEN

CITY OF BLOOMINGTON

AND

AFSCME COUNCIL 31 AND
LOCAL 699

CASE NOS.: Nos. 699-15-1, 20
Arb. Ref: 16.095
(Snow Operations
Work Hours)

ORDER

Upon presentation of the parties' evidence and arguments, it is hereby ordered for snow/ice events commencing with the 2016-17 snow season:

1. The City shall follow the provisions of Sections 3.6 of the 2014-17 collective bargaining agreement with respect to distribution of overtime.
2. Shifts are defined as eight hour periods commencing 7:00 a.m., 3:00 p.m. or 11:00 p.m. Employees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof. Employees will be required to take one shift off (rest shift) before returning to work. If employees are needed to return to work after the rest shift, employees are limited to working two additional shifts before being required to take another rest shift.
3. If at any time during the snow/ice event, the City through its supervisory personnel has a good faith, non-arbitrary belief that an employee cannot safely

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours
Page 2

perform the duties required, the employee can be sent home for an eight-hour period. If there are disputes concerning the decision to send an employee home, those disputes shall be resolved by through an expedited, informal arbitration procedure by the undersigned (or any other arbitrator agreed to or selected by the parties). In the event such procedures are required, the party whose position is not upheld shall pay the costs of the proceeding.

4. The Employer does not waive any rights it may have under the terms of the Agreement.

5. Employees shall be paid at the overtime rate for all hours worked outside their regular shift. The City shall not change an employee's regularly scheduled shift to avoid paying overtime.

6. At his or her option, the employee shall be permitted to utilize accumulated vacation, personal convenience, or sick time to cover the mandatory rest shift provided in paragraph 2 if that rest period falls on his or her regularly scheduled shift.

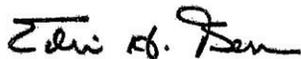
7. Unless the parties mutually agree otherwise, seasonal employees shall not be used to perform bargaining unit work not historically performed by them during snow/ice events.

8. To remedy all outstanding snow grievances pending as of the date of this Order, each active employee/grievant shall be afforded the opportunity to work an overtime shift performing non-emergency job functions within 12 months following the date of this Order.

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours
Page 3

9. The undersigned shall retain jurisdiction to resolve any disputes, which may arise under the terms of this Order.



Edwin H. Benn
Arbitrator

Dated: August 23, 2016

Appendix H Snow Operations

BEFORE
EDWIN H. BENN
ARBITRATOR

IN THE MATTER OF THE ARBITRATION

BETWEEN

CITY OF BLOOMINGTON

AND

AFSCME COUNCIL 31 AND
LOCAL 699

CASE NOS.: Nos. 699-15-1, 20
Arb. Ref: 16.095
(Snow Operations
Work Hours)

SUPPLEMENTAL ORDER AND CLARIFICATION

1. On August 23, 2016 an Order issued in this matter concerning snow/ice operations and distribution of overtime. A dispute has arisen concerning interpretation of that Order and the City has requested clarification.

2. The dispute is over the meaning of the phrase “[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof” found in paragraph 2 of the Order. The City views that language to mean that an employee can work up to three consecutive shifts and the phrase “... three consecutive shifts or parts thereof” includes the employee’s regular shift. The Union views the phrase “... three consecutive shifts or parts thereof” to relate only to those shifts of the snow/ice event and does not include an employee’s regular shift.

3. The following example demonstrates the dispute:

Employee A’s regular assigned shift on December 16th is 7 a.m.-3 p.m. A snow event is called on December 16th at

Appendix H Snow Operations

City of Bloomington and AFSCME
 Snow Operations Work Hours – Supplemental
 Page 2

5:30 p.m. (after Employee A goes off duty) necessitating a call-back for snow/ice duties. The snow/ice event continues past 3 p.m. on December 17th.

Because the City contends that Employee A’s regular shift is counted as part of the “... three consecutive shifts or parts thereof” calculation, the City’s position is that after being called back for the snow/ice event, Employee A can only work from 5:30 p.m.-11 p.m. on December 16th and 11 p.m.-7 a.m. on December 16-17th. That position looks like this:

Date	Shift Times	Hours Worked During Shifts
12/16	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – regular shift (8.0 hrs.)
12/16	3 p.m.-11 p.m. (8 hrs.)	5:30 p.m.-11 p.m. – call-out (5.5 hrs.)
12/16-12/17	11 p.m.-7 a.m. (8 hrs.)	11 p.m.-7 a.m. – call-out (8.0 hrs.)
Totals	24.0 hours	21.5 hours

Because the Union contends that Employee A’s regular shift is not counted as part of the “... three consecutive shifts or parts thereof”, in addition to working Employee A’s regular shift from 7 a.m.-3 p.m. on December 16th, the Union’s position is that Employee A can work from 5:30 p.m.-11 p.m. on December 16th, 11 p.m.-7 a.m. on December 16-17th, and 7 a.m.-3 p.m. on December 17th. That position looks like this:

Date	Shift Times	Hours Worked During Shifts
12/16	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – regular shift (8.0 hrs.)
12/16	3 p.m.-11 p.m. (8 hrs.)	5:30 p.m.-11 p.m. – call-out (5.5 hrs.)
12/16-12/17	11 p.m.-7 a.m. (8 hrs.)	11 p.m.-7 a.m. – call-out (8.0 hrs.)
12/17	7 a.m.-3 p.m. (8 hrs.)	7 a.m.-3 p.m. – call-out (8.0 hrs.)
Totals	32.0 hours	29.5 hours

4. Paragraph 2 of the Order recognized that extended lengths of time performing work during snow/ice events can cause fatigue and be potentially dangerous to the employees and the public. That is why the phrase “[e]mployees working as a

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours – Supplemental
Page 3

result of a snow/ice event may work *no more than* three consecutive shifts or parts thereof” was imposed [emphasis added].

5. However, the Order really focused on periods of work *after* the snow/ice event occurs and the employees are called out. The Order did not specifically take into account the periods of work *before* the snow/ice event occurs and how hours of work on a regular shift could impact the hours that can be worked when the snow/ice event is called. Therefore, as the City requests, clarification is needed.

6. The problem is whether and, if so, how long must an employee be off after working his/her regular shift before a new “... three consecutive shifts or parts thereof” measuring period commences which allows an employee to work up to the maximum three consecutive shifts for the snow/ice event?

7. For a small snow/ice event necessitating only a few hours work, there is no issue because if called back for a few hours after completion of a regular shift, even with Employee A’s regular 7 a.m.-3 p.m. shift counted, Employee A will not work “... three consecutive shifts or parts thereof”.

8. The problem is caused by the big snow/ice events. Again, the question is whether and, if so, how long must an employee be off after completing a regular shift and a snow/ice event is called before a new, up to “... three consecutive shift or parts thereof” period commences?

9. Under the Union’s interpretation of the Order, if “... three consecutive shift or parts thereof” only refers to the snow/ice event and if Employee A works his/her regular 7 a.m.-3 p.m. shift on December 16th and a snow event is called at 3 p.m. on that date, Employee A can work four consecutive shifts – *i.e.*, 32 straight hours. That is potentially dangerous. Indeed, what if an employee has a 7 a.m.-3 p.m. regular shift on December 16th and is called in early to work the 11 p.m.-7 a.m. shift on December 15-16th for work that is unrelated to snow/ice and a snow/ice event

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours – Supplemental
Page 4

is called at 7 a.m. on December 16th? Under the Union's interpretation, that employee can work five consecutive shifts – 40 hours (the early call-in unrelated to the snow ice event; the regular shift and three shifts for the snow/ice event). That is dangerous. And take it even further. What if the employee is held over from a 7 a.m.-3 p.m. shift on December 15th for two shifts unrelated to snow/ice and a snow/ice event is called at 7 a.m. on December 16th? Under the Union's interpretation, that employee can work *six* consecutive shifts – 48 hours (the 7 a.m.-3 p.m. regular shift on December 15th; the two held-over shifts and then the three snow/ice shifts commencing 7 a.m. on December 16th). That is very dangerous. It is also potentially dangerous for Employee A to work his/her regular 7 a.m.-3 p.m. shift on December 16th and then up to three consecutive shifts or parts thereof with only two and one-half hours rest resulting from a 5:30 p.m. call-out – *i.e.*, the example used in this case.

10. On the other hand, what if Employee A works his/her regular 7 a.m.-3 p.m. shift on December 16th and a snow event is called at 5:30 a.m. on December 17th? By 5:30 a.m. on December 17th – one and one-half hours before Employee A's regular assigned shift – Employee A is certainly much more rested than he/she was at 5:30 p.m. on December 16th. It would be unreasonable to preclude Employee A from working three consecutive shifts or parts thereof commencing on December 17th at 5:30 a.m. when by that time Employee A has been off work since completing his/her regular shift at 3 p.m. on December 16th (14.5 hours before the 5:30 a.m. snow/ice call-out). And the same arguments can be made for call-outs that occur at certain times before 5:30 a.m. Why shouldn't Employee A be able to work up to three consecutive shifts or parts thereof for call-outs starting at 4:30 a.m.? or 3:30 a.m.? – or even earlier? At some point, the line gets hard to draw and what seems safe becomes potentially dangerous, but the point is made.

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours – Supplemental
Page 5

11. The answer comes from Section 3.6 (Distribution of Overtime Work) and Article 17 (Management Rights) in the Agreement. Paragraph 1 of the Order requires the City to follow the provisions of Section 3.6 of the Agreement. Section 3.6(a)(1) of the Agreement provides “[s]o far as practicable without reducing efficiency of work performance, opportunities to work overtime shall be distributed among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required.” Turning to Article 17, the City has the management right to “... direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted ... to relieve employees ... for ... legitimate reasons ... [and] to make and enforce reasonable rules and regulations”

12. So the determination as to how long an employee must be off work before a new up to three consecutive shifts or parts thereof period commences allowing the employee to work up to a maximum three full shifts in that period is really a managerial call. That is because under Section 3.6(a)(1), the employee must be “... *qualified* to perform the specific overtime work required” and under Article 17, the City has general managerial authority which includes the right to determine under Section 3.6(a)(1) whether employees are “... *qualified* to perform the specific overtime work required ...” [emphasis added]. An insufficiently rested employee who has recently completed a regular work shift and is subject to call-back for a snow/ice event may not be “... qualified to perform the specific overtime work required ...” so as to work as much as 24 consecutive additional hours on short rest.

13. Where managerial rights are involved, arbitrators review disputes concerning those decisions under a limited standard of review. The City does not have

Appendix H Snow Operations

City of Bloomington and AFSCME
Snow Operations Work Hours – Supplemental
Page 6

an unfettered and unreviewable right to make managerial decisions. However, arbitrators do not determine whether the City's exercise of its managerial prerogatives are "right" or "wrong" in the arbitrator's view. The standard of review used by arbitrators for management rights cases is limited to whether the City's decision was "arbitrary" – *i.e.*, without a rational basis, justification or excuse.

14. Using that standard of review for the scenario in this case concerning Employee A, I find that it was not "arbitrary" for the City to conclude that Employee A who worked from 7 a.m.-3 p.m. on December 16th could not work up to as many as three consecutive shifts for a snow event called two and one-half hours after the employee completed a regular eight-hour shift. The "rational basis" is safety related. Whether I agree with that decision is not the test. The question before me is whether the City was arbitrary? A decision that after working eight hours, a rest of only 2.5 hours before working another up to three full consecutive shifts (24 hours straight) is not enough rest and could cause potential safety issues is a decision made with a rational basis. The City's argument that 2.5 hours rest is not enough is not an arbitrary decision.

15. Therefore, the City's interpretation that Employee A could be sent home at 7 a.m. on December 16th after working 21.5 hours in a three shift, 24-hour period does not violate the Order or the Agreement. That interpretation is consistent with the phrase "[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof" found in paragraph 2 of the Order.

16. In sum then, the language "[e]mployees working as a result of a snow/ice event may work no more than three consecutive shifts or parts thereof" found in paragraph 2 of the Order *includes* the employees' regular shifts.

Appendix H Snow Operations

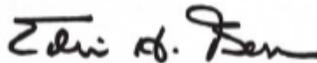
City of Bloomington and AFSCME
Snow Operations Work Hours – Supplemental
Page 7

17. But there still is *the* question. How much rest after completion of Employee A's regular shift is reasonable before Employee A can work "... three consecutive shifts or parts thereof" that are related *solely* to a snow/ice event? I have found that 2.5 hours is insufficient to restart the "... three consecutive shifts or parts thereof", but where is the line to be drawn? And a line should be drawn not only for safety-related reasons, but as a guide for the parties to prevent numerous grievances that can arise as a result of the ebbs and flows of requirements for snow/ice operations.

18. Given the nature of snow/ice event work, I find that if an employee has eight hours off after completion of his/her regular shift, it can be presumed that the employee is rested and that the "... three consecutive shifts or parts thereof" period starts anew and the employee's previously worked regular shift is no longer part of the limitation on the "... three consecutive shifts or parts thereof" that can be worked for the snow/ice event.

19. In any event, it must be remembered that paragraph 3 of the Order continues to govern *all* snow/ice event operations – *i.e.*:

If at any time during the snow/ice event, the City through its supervisory personnel has a good faith, non-arbitrary belief that an employee cannot safely perform the duties required, the employee can be sent home for an eight-hour period. If there are disputes concerning the decision to send an employee home, those disputes shall be resolved by through an expedited, informal arbitration procedure by the undersigned (or any other arbitrator agreed to or selected by the parties). In the event such procedures are required, the party whose position is not upheld shall pay the costs of the proceeding.



Edwin H. Benn
Arbitrator

August 25, 2017

Appendix I Park Maintenance Equipment List

Heavy Machine Operator

Boom Truck
Knuckle Boom
Bobcat
Big End Loader
Tree Spade
Back Hoe
Trencher
Stump Grinder
Mini-Excavator

Light Machine Operator

Arm Mower (unit PR60)
Big Flail Mower (unit PR62)
Mowers with twelve foot mower deck or larger

Truck Driver

Tractor
Small End loader
5 Ton Truck
Stage
Plow
1 Ton Truck
Garbage Truck

Laborer

Dingo
Mowers with less than twelve foot mower deck

Seasonal employees may drive any equipment on this list. However, seasonal employees will only be allowed to operate the machinery for its intended purposes in the Laborer and Truck Driver (excluding the Stage and Plow) positions. If the seasonal employee is operating, not driving, equipment on the Truck Driver list the full-time Laborer will be elevated to Truck Driver pay.