

**AGREEMENT**

**Between**

**CITY OF BLOOMINGTON**

**BLOOMINGTON, ILLINOIS**

**and**

**LOCAL 699**

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

**May 1, 2017 - April 30, 2019**



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## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 2017 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, Recreation and



Cultural Arts, Police Custodians, and Facilities, 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 those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City will deduct the requested amount from the employee's pay on a 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. Deductions will begin on the first paycheck of the month, partial months will not be deducted. The aggregate deductions of all employees (including employees paying Fair Share Deductions as set forth below) and a list of their names, addresses and social security numbers shall be remitted 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.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

### **Section 2.2. Fair Share.**

Employees who are covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours

and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the employer by the Union. Fair share deductions will begin on the first paycheck of the month, partial months will not be deducted. The Union shall advise the employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become non-members of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union, Local 1.

**Section 2.3. 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 (½) hour lunch break. Employees granted one-half (½) hour for lunch will have their regular workday end eight and one-half (8½) hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half (½) hour early shall continue.

### **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 Depart-

ment 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 ten dollars (\$10.00) 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.

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 he 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 the start of the shift on the next work day. It is the employee's responsibility to notify the supervisor making the overtime assignment that the employee used four (4) or more hours of consecutive sick leave.

(b) Missed Overtime Opportunities. If an employee establishes that he or she has not received overtime for which he or she was entitled, such employee shall be paid the amount of overtime to which he or she was 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, he or she shall be compensated for such work as if it were regular overtime work under Section 3.5 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 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 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. Fleet Technicians shall be eligible for on call pay as defined in Section 4.3.On-Call Pay.



**Section 3.7. 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 shall not purchase any consumable items (i.e. drink, food, snack, smoking materials) while in attendance at restroom facilities.

**Section 3.8. 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 his or her normal starting time without having been notified not to report will receive a minimum of four (4) hours work at his or her 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 his or her straight time hourly rate of pay for any hours worked outside his or her 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 he or she:

- (1) begins such call-back work less than three (3) hours prior to his or her normal shift hours; and
- (2) works continuously until the beginning of his or her normal shift hours.

In such case an employee shall be compensated at the rate of one and one-half (1½) times his or her straight time hourly rate of pay for the hours actually worked outside his or her normal shift hours.

(c) Employees who are scheduled to work shall not receive call back 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 one (1) hour 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
Independence Day	Christmas Day
Labor Day	New Year's Eve (1/2 day afternoon)

**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 workweek other than Monday through Friday, the City Manager 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 his or her 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 a spouse or child.

Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. In the event an employee requests sick leave for a child that is between 19 and 26 years old the employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for the child. The doctor's note will be required for any duration of sick leave. In the event the employee does not provide a doctor's note, time will be submitted as vacation or PC in accordance with the department policies on scheduling. If such sick leave time is FMLA-eligible, the employee will be required to submit FMLA paperwork.

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.

**Accelerated Accrual.** Whenever an employee depletes all but 80 hours of sick leave by reason of one serious health condition, 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 his or her 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 he or she personally treated said employee for the sickness and the employee was unable to perform the duties of his or her employment during the entire period of absence from work. In the case of an illness or disability of an employee's spouse or child 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 he or she has treated the employee's spouse or child 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. In all such cases where the employee is absent three (3) days or less, 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 his or her 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 he or she would have otherwise been scheduled to work but for his or her sickness.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. 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.

An employee taking sick leave shall notify his or her supervisor no later than one-half (1/2) hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day. If an employee fails to provide such notice they 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.

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 employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

**Sick Leave Buy Back.** All employees hired prior to May 1, 1997 who retire or leave the employment of the City under honorable circumstances, 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%

All employees hired between May 1, 1997 and April 30, 2014, 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 (400-499)	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%

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

**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. 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.

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. 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.

**ARTICLE 7 OTHER LEAVES OF ABSENCE**

**Section 7.1. General Policy.**

The following types of leaves and no other are officially established: holidays, vacation, sick leave, personal convenience, wellness day, injury leave, military leave, civil leave and leave without pay. All leaves may be granted by the Department Head in conformance with the rules established for each type of leave and shall receive the approval of the Human Resources Director or City Manager, as specified. If an employee is in an unpaid status for thirty (30) days or more, he or she 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 forty-five (45) 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 his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her 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 forty-five (45) 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 his 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 his or her 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 his or her 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 he or she serves. He or she shall receive, for each day of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives 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 he sees 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, his 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 three (3) business days due to a death in the immediate family. Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In the administration of this Section, immediate family is defined as: mother, father (which includes step-parents or legal guardians); mother-in-law; father-in-law; husband; wife, sister, brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). 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 his or her normal daily rate of pay for any day or days on which he or she is excused and but for such excuse he or she 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 he or she is 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 his or her 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 his or her 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, he or she may apply for a leave of absence in accordance with Section 7.5 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). 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. Public Service employees shall take PC in two (2) hour increments (unless parties agree otherwise) and all other employees shall take PC in fifteen (15) minute increments. Personal Convenience Leave may not be accumulated from one fiscal year to another. New employees starting after May 1 will be granted 16 hours of Personal Convenience Leave.

**Section 7.11. Time Off for Union Activities.**

Employees shall be allowed time off without pay for Union and chapter 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.

**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 in the Employee Handbook.

**ARTICLE 8 VACATION**

**Section 8.1. Length of Vacation.**

Permanent employees who have been employed by the City for a period of at least six (6) months shall be entitled to a vacation as follows:



<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
6 months but less than 2 years	1 week
2 years but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years or more	5 weeks

**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 his or her 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 his or her 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 his 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 his 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 his request for such change to the supervisor at least two (2) weeks in advance of the beginning of his 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 will be permitted to carry over up to forty (40) hours of vacation leave into the next anniversary year.

Employees requesting to carry over more than forty (40) hours, but no more than 50% of his/her annual vacation accrual, may do so under the following conditions:

- (1) it is determined by the Department Head that, due to the limitations set forth in Section 8.4 Vacation Scheduling, an employee cannot be allowed his vacation time within the twelve (12) month period; and
- (2) a written request, using the carry-over vacation form, has been submitted to and approved by the Department Head at least thirty (30) days before the end of the year in which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time.

### **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, 2017, the rates of pay for employees covered by this Agreement and on payroll upon ratification will be increased by 2% over the previous salary. Wage tables incorporating longevity schedules are shown in Appendix D attached hereto.

The Agreement will be re-opened to discuss wages, effective May 1, 2018 (not including longevity), and Article 11, Group Insurance, limited to plan design changes (including but not limited to changing carriers, altering or amending insurance plans, and introducing and/or eliminating additional medical insurance options) and premium contribution levels.

Such reopener negotiations shall begin no later than February 1, 2018, with the parties making all efforts necessary to conclude such negotiations no later than April 30, 2018.

All employees hired after August 12, 2013 will be paid from the wage tables identified for employees hired after August 12, 2013.

### **Section 9.2. Longevity.**

Employees hired into full-time City employment prior to January 4, 2018, 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 January 4, 2018 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 January 4, 2018 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 sixty cents (\$.60) per hour will be paid for all hours worked by an employee when a majority of his or her 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.

No changes in the level of benefits shall be made except by mutual agreement of the parties unless 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.

The City will not make any plan design changes for calendar year 2018.

The Agreement will be re-opened to discuss wages, effective May 1, 2018 (not including longevity), and Article 11, Group Insurance, limited to plan design changes (including but not limited to changing carriers, altering or amending insurance plans, and introducing and/or eliminating additional medical insurance options) and premium contribution levels.



Such reopener negotiations shall begin no later than February 1, 2018, with the parties making all efforts necessary to conclude such negotiations no later than April 30, 2018.

## **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 employee's full-time employment with the City immediately followed his or her part-time or seasonal employment without interruption.

The Service Date for new employees hired after May 1, 2012 will accrue from the employees 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 his or her first forty-five (45) days of continuous service, 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, after which his or her seniority shall date back to his or her 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) quali-

fied 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 his or her ability to perform the work involved, he or she shall be transferred to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. During the forty-five (45) day period, the employee may voluntarily return to the job classification from which he or she was promoted, displacing the employee, if any, who replaced him or her without loss of seniority. Any employee retransferred shall have the right to file a grievance challenging the City's evaluation and determination of his or her 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 Transfers.**

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 his or her classification. An employee who is temporarily transferred to another classification for four (4) or more hours shall receive the rate of pay for his or her classification or the classification to which he or she is 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.

If an employee is assigned to the Drop Off Facility for the shift as a Truck Driver and is required to load his/her 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 30<sup>th</sup>. 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. 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 12.10. 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 his timely return.

**Section 12.11. Seniority List.**

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

**Section 12.12. 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 compen-

sated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to insure 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 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.

### **Section 12.13 Fleet Management Technician Skill/Certification Based Pay.**

All Fleet Management technicians shall be compensated \$.10 per hour for each approved ASE and/or EVT certification.

#### **Eligibility for Certification Pay**

The technician shall provide documentation of passing scores for any certifications which they are requesting certification pay. The 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.

#### **Disqualification for Certification Pay**

If a certification expires the technician will no longer be eligible for the skill based pay.

#### **Required Certification for Technicians**

Technicians must maintain the following minimum core certifications: ASE A4, Suspension and Steering, A5, Brakes, A6 & T6, Electrical/Electronic Systems, T4 Brakes, T5 Suspension and Steering.

Technicians on payroll as of May 1, 2007 will be required to maintain a minimum of four (4) out of six (6) core certifications. The City will reim-



burse those technicians for the cost of passed core certifications. Existing Technicians that do not hold all six (6) core certifications will be ineligible for additional certification pay until all six (6) core certifications are obtained. Existing technicians that do not hold four (4) core certifications will be addressed at that time which may mean an extension or termination, depending on the circumstances.

Technicians hired after May 1, 2007 will be required to have all six (6) core certifications at time of hire or obtain by the end of their probationary period.

### **Testing**

Testing that is during a technician's time off will not be compensated. With advanced approval technicians will be allowed one day per year for ASE and/or EVT certification testing to have their shift assignments adjusted to accommodate a Technician's pre-scheduled testing date. Approval should be requested from the supervisor prior to registration. Technicians 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 technician is required to report to work. If the reasonable travel time and testing exceeds eight (8) hours, the technician will be paid at their straight time hourly rate.

### **Cost of testing**

Technician is responsible for the cost of the test, test supplies, training and reference materials. Section 12.12 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 technician for the cost of the test.

## Skill Based Call Outs

Effective as technicians become certified emergency call outs 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

<b>Automobile</b>		<b>Medium/Heavy Duty Truck</b>	
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	T8	Preventive Maintenance Inspections (PMI)

#### **Additional ASE Approved Test**

E1	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

#### **EVT Emergency Vehicle Technician Approved Test**

##### **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
- E3 Ambulance Heating, A/C, & Ventilation Chassis
- E4 Ambulance Body &

**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.

**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. 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 him or her 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, he or she 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 employee against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her 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 his/her 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 his or her 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 his or her representative, and the Union. If no settlement is reached, the Human Resources Director, or his or her 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 his or her 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 seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) 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. 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 his or her selection by a joint letter from the City and the Union requesting that he or she 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. He or she shall consider and decide only the specific issue submitted to him or her 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 him or her. 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 his or her 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 his or her 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. Gender.**

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 16.4. 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. An outside Union representative shall be permitted to come on the premises of the City for the purpose of investigating and discussing grievances if he or she first obtains permission to do so from the Human Resources Director or his



or her designated representatives provided that such permission shall not be unreasonably denied.

**Section 16.5. 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 16.6. 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 16.7. Uniforms.**

The City will pay \$750.00 to employee (excluding the Zoo, Fleet Management and Police) employees on the first payday in May for the purpose of purchasing uniforms. New employees in the bargaining unit will receive \$750.00 if hired between May 1st and October 31st or \$375.00 if hired between November 1st and April 30th. The City will provide t-shirts if required by the department. 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 Zoo and Police Department employees shall continue as described in Appendix B. Fleet Management employee uniforms and safety shoes are outlined in Appendix C.

**Section 16.8. Safety.**

In accordance with applicable law, the City will make reasonable provision for the safety of the employees covered by this Agreement.

**Section 16.9. Tool Allowance.**

The tool allowance for Fleet Management Technicians shall be \$900.00 per year effective May 1, 2007, payable to all non-probationary Fleet Management Technicians in the amount of \$900.00 on the first payday in May. 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 16.10. Residency Requirements.**

All employees must live within a fifteen (15.00) mile radius of the Intersection of Main and Route 9. If the 15.00 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.

**Section 16.11. 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 16.12. 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. In order to accommodate our workforce, the City agrees to the following:

- (1) Upon request, the City will schedule the use of City vehicles to allow employees to practice for the examination to acquire a State of Illinois CDL.
- (2) The City will provide training materials to assist employees in obtaining a State of Illinois CDL.

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 16.13. 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.

**Section 16.14. Effect of Failure to Secure CDL.**

The City agrees that after an employee has thrice failed to pass the State of Illinois tests required in obtaining 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, he 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.

**Section 16.15. 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 16.16. 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 16.17. Committee Appointments.**

The Union will make appointments to the Department Safety and Insurance Committees. The Department Head will determine the size of the Department Safety Committee. The Insurance Committee will include one appointment from Public Service, one appointment from Fleet Management and one from Parks & Recreation.

**Section 16.18. 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 16.19. Paycheck Distribution.**

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

**Section 16.20. Bi-Weekly Payroll.**

Employees shall be paid on a bi-weekly basis provided the City gives two weeks' notice prior to the change. Such change will be effective 90 days after the notice. Upon implementation of the bi-weekly payroll, in the event of a payroll discrepancy of \$100 or more, the City will make all reasonable efforts to rectify such discrepancy within four (4) business days after receiving notice of the discrepancy from the employee.

**ARTICLE 17 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 as-

pects. 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 18 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 19 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 20 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 21 TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of May, 2017 and shall remain in full force and effect until the 30th day of April, 2019. 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  
22<sup>nd</sup> day of February, 2018.

LOCAL 699, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO:

/s/ Steven J. Lounsbury

/s/ James B. Banta

/s/ John J. [unclear]

/s/ Julian [unclear]

/s/ [unclear]

/s/ Gene [unclear]

CITY OF BLOOMINGTON, ILLINOIS:

/s/ Bruce

/s/ Margie Albertson

/s/ Ray [unclear]

/s/ Jim [unclear]

/s/ Wm. P. [unclear]

## **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 Miller Park Zoo employees \$200.00 per fiscal year and Police Department employees \$100.00 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 Miller Park Zoo and Police Department employees and the Park Security Officer as follows:

### **Miller Park Zoo**

- 1 winter coat
- 1 light jacket
- 2 hooded sweatshirts
- 1 heavy sweatshirt
- 6 pair of work pants
- 6 work shirts long or short sleeved
- 4 polo shirts

### **Police Department Employees**

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

## **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 \$250.00 annual allowance paid on the first payday in May. This allowance can be used for steel toe boot purchase, spring and or winter coats, sweat-shirts and coveralls and etc.

## Appendix D MAY 1, 2017 – APRIL 30, 2018

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

	BASE	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
		5%	7%	9%	11%	13%	15%
ASST GRNSKEEP	\$ 17.45	\$ 18.33	\$ 18.67	\$ 19.01	\$ 19.37	\$ 19.73	\$ 20.05
LABORER	\$ 27.48	\$ 28.87	\$ 29.41	\$ 29.96	\$ 30.51	\$ 31.06	\$ 31.61
ZOOKEEPER	\$ 27.99	\$ 29.40	\$ 29.96	\$ 30.52	\$ 31.08	\$ 31.63	\$ 32.19
TRUCK DRIVER	\$ 27.88	\$ 29.26	\$ 29.82	\$ 30.40	\$ 30.95	\$ 31.50	\$ 32.06
REFUSE TRUCK DR	\$ 28.22	\$ 29.63	\$ 30.19	\$ 30.74	\$ 31.32	\$ 31.89	\$ 32.45
PARK SECURITY	\$ 29.54	\$ 31.02	\$ 31.61	\$ 32.19	\$ 32.79	\$ 33.37	\$ 33.97
TRAF LINE PAINT	\$ 30.14	\$ 31.65	\$ 32.26	\$ 32.85	\$ 33.46	\$ 34.05	\$ 34.66
CREW LEADER	\$ 30.14	\$ 31.65	\$ 32.26	\$ 32.85	\$ 33.46	\$ 34.05	\$ 34.66
UTILITY WORKER	\$ 31.18	\$ 32.74	\$ 33.36	\$ 33.99	\$ 34.61	\$ 35.23	\$ 35.86
GREENSKEEPER	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
LT MACHINE OPR	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
FLEET TECH	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82
LEAD FLEET TECH	\$ 31.65	\$ 33.23	\$ 33.87	\$ 34.50	\$ 35.13	\$ 35.76	\$ 36.40
HVY MACHINE OPR	\$ 32.15	\$ 33.77	\$ 34.40	\$ 35.05	\$ 35.69	\$ 36.33	\$ 36.99
HORTICULTURIST	\$ 32.97	\$ 34.61	\$ 35.26	\$ 35.94	\$ 36.60	\$ 37.25	\$ 37.91
TURF SPECIALIST	\$ 32.97	\$ 34.61	\$ 35.26	\$ 35.94	\$ 36.60	\$ 37.25	\$ 37.91
FORESTER	\$ 33.21	\$ 34.86	\$ 35.53	\$ 36.19	\$ 36.84	\$ 37.51	\$ 38.19
APPRT FORESTER	\$ 27.67	\$ 29.05	\$ 29.60	\$ 30.16	\$ 30.71	\$ 31.26	\$ 31.82
ASST FORESTER	\$ 28.78	\$ 30.21	\$ 30.79	\$ 31.38	\$ 31.95	\$ 32.52	\$ 33.10
SR ZOOKEEPER	\$ 29.60	\$ 31.09	\$ 31.67	\$ 32.28	\$ 32.86	\$ 33.46	\$ 34.04
SIGN COORD	\$ 31.15	\$ 32.72	\$ 33.33	\$ 33.96	\$ 34.58	\$ 35.20	\$ 35.82

\*Probationary employees will receive 10 cents less than union scale

## Appendix D MAY 1, 2017 – APRIL 30, 2018

### CLASSIFICATION AND WAGE REPORTS

(Employees after August 12, 2013)

	<b>BASE</b>	<b>5 YRS 5%</b>	<b>10 YRS 7%</b>	<b>15 YRS 9%</b>	<b>20 YRS 11%</b>	<b>25 YRS 13%</b>	<b>30 YRS 15%</b>
ASST GRNSKEEP	\$ 17.45	\$ 18.33	\$ 18.67	\$ 19.01	\$ 19.37	\$ 19.73	\$ 20.05
LABORER	\$ 24.25	\$ 25.47	\$ 25.96	\$ 26.44	\$ 26.93	\$ 27.41	\$ 27.89
ZOOKEEPER	\$ 17.97	\$ 18.87	\$ 19.23	\$ 19.58	\$ 19.94	\$ 20.31	\$ 20.68
TRUCK DRIVER	\$ 24.59	\$ 25.82	\$ 26.32	\$ 26.81	\$ 27.30	\$ 27.80	\$ 28.28
REFUSE TRUCK DR	\$ 24.90	\$ 26.13	\$ 26.63	\$ 27.14	\$ 27.63	\$ 28.13	\$ 28.63
PARK SECURITY	\$ 26.06	\$ 27.37	\$ 27.90	\$ 28.42	\$ 28.93	\$ 29.46	\$ 29.98
TRAF LINE PAINT	\$ 26.59	\$ 27.93	\$ 28.46	\$ 29.00	\$ 29.52	\$ 30.05	\$ 30.59
CREW LEADER	\$ 26.59	\$ 27.93	\$ 28.46	\$ 29.00	\$ 29.52	\$ 30.05	\$ 30.59
UTILITY WORKER	\$ 27.53	\$ 28.91	\$ 29.46	\$ 30.01	\$ 30.56	\$ 31.11	\$ 31.66
GREENSKEEPER	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
LT MACHINE OPR	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
FLEET TECH	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61
LEAD FLEET TECH	\$ 27.99	\$ 29.39	\$ 29.95	\$ 30.51	\$ 31.07	\$ 31.63	\$ 32.19
HVY MACHINE OPR	\$ 28.38	\$ 29.78	\$ 30.37	\$ 30.93	\$ 31.49	\$ 32.06	\$ 32.62
HORTICULTURIST	\$ 29.09	\$ 30.54	\$ 31.12	\$ 31.70	\$ 32.29	\$ 32.86	\$ 33.46
TURF SPECIALIST	\$ 29.09	\$ 30.54	\$ 31.12	\$ 31.70	\$ 32.29	\$ 32.86	\$ 33.46
FORESTER	\$ 29.29	\$ 30.75	\$ 31.35	\$ 31.93	\$ 32.52	\$ 33.10	\$ 33.69
APPRT FORESTER	\$ 24.42	\$ 25.63	\$ 26.12	\$ 26.61	\$ 27.10	\$ 27.59	\$ 28.08
ASST FORESTER	\$ 25.40	\$ 26.67	\$ 27.17	\$ 27.68	\$ 28.18	\$ 28.70	\$ 29.21
SR ZOOKEEPER	\$ 26.12	\$ 27.44	\$ 27.96	\$ 28.47	\$ 29.00	\$ 29.52	\$ 30.04
SIGN COORD	\$ 27.49	\$ 28.87	\$ 29.41	\$ 29.97	\$ 30.51	\$ 31.07	\$ 31.61

\* Probationary employees will receive 10 cents less than union scale

\*\* Employees hired after January 4, 2018 will not be eligible for longevity pay to be included in their hourly rate.

## Appendix F Employees Grandfathered for Insurance

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

ALTIC	DAVID		HOUK	JAMES	
ALVAREZ	DAVID		JACKSON	WILLIAM	
ARREOLA	JONATHAN		JOHNSON	RYAN	
BARLOW	AARON		KENNEDY	JASON	
BEELER	GARRY		KESSINGER	VERNAL	
BEUTOW	JEREMIAH		KLESSIG	WENDY	
BOITNOTT	EARL		MARSH	ROBERT	
BROWN	SCOTT		MCDANNALD	RAYMOND	
COLEMAN	LARRY		MEINTS	JEREMEY	
COLEMAN	HONOR		MONTENEGRO	CHRISTOPHER	
CREWS	ROLAND		MORGAN	JASON	
DAVIS	MICHAEL		OUTLAW	ERIC	
DURFLINGER	GREGORY		RANKIN	HUBERT	
ELAM	JAN		ROGERS	DAVID	
FORTNEY	ANDREW		SHEPARD	JAMES	
GRADY	MARK		SIGLER	JULIAN	
GRANT	LEO		SMITH	ADAM	
HAMEL	CHAD		SOLOMON	CHRISTOPHER	
HANDLEY	RONALD		SPIDLE	JOSEPH	
HARSH	JAMES		STAMP	WILLIAM	
HEINONEN	ERIK		WATSON	TROY	
HERMAN	KENNETH		WOODS	TYLER	
HERNANDEZ	EFRAIN				
HINDMAN	JEFFREY				



**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

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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.

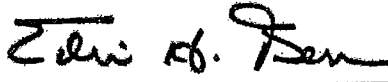
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9. The undersigned shall retain jurisdiction to resolve any disputes, which may arise under the terms of this Order.



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Edwin H. Benn

Arbitrator

Dated: August 23, 2016

**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

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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.)
<b>Totals</b>	<b>24.0 hours</b>	<b>21.5 hours</b>

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.)
<b>Totals</b>	<b>32.0 hours</b>	<b>29.5 hours</b>

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

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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

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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.

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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



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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.

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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