

**CITY OF BLOOMINGTON
BLOOMINGTON, ILLINOIS**

AND

**LODGE 1000 OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO**

CONTRACT ADDENDUM

May 1, 2010 – April 30, 2012

AGREEMENT

This Agreement made and entered into this 1st day of May, 2010, by and between the City of Bloomington (hereinafter referred to as the City) and Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the Union).

It is the intent and purpose of the parties that this Agreement will promote and improve the welfare of the City of Bloomington and its employees and that it will provide for harmonious relations between the City and its employees covered by this Agreement and the Union.

Section 10.1. Probationary Period. Each employee shall be considered a probationary employee for his or her first one hundred twenty (120) working days of continuous service after which his or her seniority shall date back to his or her last date of hire in the bargaining unit classifications identified in the salary tables of this Agreement. An employee's last continuous date of hire will be used to determine leave benefit accruals and longevity. 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. Non-full-time employees hired after May 1, 2010 will use their full-time date of hire to determine longevity and leave accrual rates.

Section 10.3. 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, adoption of an automated process or for any other reason, shall be assigned to an equal or lower-rated job classification in accordance with the seniority principle of this Article.

Section 11.1. Wages. Effective May 1, 2010, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by two percent (2%) over the rate provided for under the previous Agreement. Said new rates are attached hereto as Appendix A and made a part hereof.

Effective May 1, 2011, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by zero percent (0%) over the rate

provided for under Appendix A of this Agreement. Said new rates are attached hereto as Appendix B and made a part hereof.

Section 12.1. 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. Sick leave accrual shall run concurrently with the anniversary date of the employee and will be accrued by new employees at a rate of two and one-half (2½) days each month for his or her first twelve (12) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of one hundred twenty (120) days.

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2010 through their career with the City. Employees requesting rapid accrual will do so in writing upon their return to full duty. This language will be effective upon ratification of the contract.

Absence of More Than Three (3) Days. For an absence of more than three (3) consecutive days, Human Resources will require the employee to submit a statement from a reputable physician stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. 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 reputable 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. Human Resources may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus 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, the employee shall be entitled to sick leave pay in

accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

The Human Resources Director may require the employee to submit to an examination by a physician designated by the City at no cost to the employee. An employee taking sick leave shall notify his or her supervisor no later than (1) hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day.

Sick Leave Buy Back. Employees hired on or prior to May 1, 2006 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age 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), 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%

Employees hired after May 1, 2006 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of 15 years of continuous service (ex: 60 years old, fifteen (15) years of service or 50 years of age and 25 years of service), 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%
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%

Retirement Health Saving Plan Employees shall convert sick leave to a Retirement Health Saving Plan as follows: Employees who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined

service and age 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 convert accumulated unused sick leave up to a maximum of 1440 hours (960 hours of regular sick leave plus up to 480 hours of Supplemental Sick Leave) at their final hourly rate. The rate of conversion will be one hundred percent (100%) of any hours of accumulated unused sick leave. In order to be eligible for the 100% conversion, employees must contribute 100% of their eligible sick leave to the Retirement Health Saving Plan. An employee need not have a full Regular Sick Leave bank to have it paid out at 100%. Regardless of the amount of Regular Sick Leave hours in an employee's bank, the maximum amount of Supplemental Sick Leave payable to them will be 480 hours. Any remaining sick leave will be eligible to be used as Creditable Service for IMRF.

Sick Leave for Creditable Service. At the time of retirement, all unused sick leave accumulated pursuant to this Section shall constitute creditable service as provided in Section 7-139 of the Illinois Pension Code (Ill. Rev. Stat. ch. 108½, Sec. 139), unless the employee uses his or her option to receive such unused accumulated sick leave as a lump sum payment as set forth elsewhere in this Section.

Employees 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 over 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 again accrues one hundred twenty (120) days of sick leave.

ARTICLE 16 GROUP INSURANCE PLAN

Health Insurance. 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 will contribute for all full-time employees as follows:

There will be no change to the 2006 health insurance premiums.

The City agrees to pay for plan year 2007 one hundred percent (100%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

The City agrees to pay for plan year 2008 eighty five percent (85%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

The City agrees to pay for plan year 2009 eighty percent (80%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

The City agrees to pay for plan year 2010 and additional years seventy five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family 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.)

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. In any year in which the total amount of dental 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 Dental Insurance Plan.

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. In any year in which the total amount of 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 Vision Insurance Plan.

Changes to Insurance. In any year in which the total amount of medical/dental/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 Health Care Plans.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance, Dental and Vision plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

ARTICLE 24 TERM OF AGREEMENT

If during the term of this Agreement, any issues arise that require a change or adjustment in an Article(s) of this Agreement, the parties will sit down and negotiate to a mutually agreed settlement. The issue will then be taken back to the membership for ratification. Upon ratification it will become a part of the Agreement.

This Agreement shall become effective on May 1, 2010, and shall remain in full force and effect until April 30, 2012, and shall be automatically renewed from year to year thereafter unless written notice of desire to terminate or modify said Agreement is given by either party sixty (60) days prior to the expiration date set forth above or each yearly period thereafter, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands
this 23 day of May, 2012.

LODGE 1000 OF THE INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, AFL-CIO:

/s/ Steve Jones

/s/ Bob Stent

/s/ Mitchell Jones

/s/ Tom Rath

/s/ Tracy Schultz

CITY OF BLOOMINGTON, ILLINOIS:

/s/ Emily Bell

/s/ Craig M. Cummings

/s/ John D. Hill

/s/ Jim Lane

/s/ Bob

APPENDIX "A" Wage Table Effective May 1, 2010

WATER DEPARTMENT EMPLOYEES -- LODGE 1000 I.A.M. & A.W.
CLASSIFICATION AND WAGE RATES

MAY 1, 2010 THROUGH APRIL 30, 2011

2% Increase

	BASE
OPERATIONS ASSISTANT	\$22.67
UTILITY WORKER LAKE BLM	\$23.69
METER READER	\$24.38
EQUIPMENT OPERATOR I	\$24.59
WATER MAINTENCE WORKER	\$24.59
PUMP STATION MTNCE	\$25.57
PUMP STATION MTNCE/RELIEF	\$25.57
WATER METER SERVICE	\$25.57
ASST WTR MTNCE CREWLDR	\$26.47
LABORATORY TECHNICIAN	\$26.82
WATER PLANT OPERATOR	\$26.82
WATER PLANT OPER/RELIEF	\$26.82
LAKE FACITIES CREWLDR	\$27.07
MECHANIC	\$27.62
WATER MNTCE CREWLEADER	\$27.94
WATER METER CREWLDR	\$28.31
PUMP STATION MTNCE CREWLDR	\$29.52
MECHANIC CREWLEADER	\$29.52
CITY ELECTRICIAN	\$29.90
CHIEF ELECTRICIAN	\$32.93

* The City and the Union have agreed to the base wage rate (without certifications). Both parties understand that overtime, longevity and certifications will be calculated per, Section 7.3 Overtime, Section 11.3 Longevity Pay and Section 20.7 Water and IMSA Certification Pay of the contract.

APPENDIX "B" Wage Table Effective May 1, 2011

WATER DEPARTMENT EMPLOYEES -- LODGE 1000 I.A.M. & A.W.
CLASSIFICATION AND WAGE RATES

MAY 1, 2011 THROUGH APRIL 30, 2012

0% Increase

	BASE
OPERATIONS ASSISTANT	\$22.67
UTILITY WORKER LAKE BLM	\$23.69
METER READER	\$24.38
EQUIPMENT OPERATOR I	\$24.59
WATER MAINTENCE WORKER	\$24.59
PUMP STATION MTNCE	\$25.57
PUMP STATION MTNCE/RELIEF	\$25.57
WATER METER SERVICE	\$25.57
ASST WTR MTNCE CREWLDR	\$26.47
LABORATORY TECHNICIAN	\$26.82
WATER PLANT OPERATOR	\$26.82
WATER PLANT OPER/RELIEF	\$26.82
LAKE FACITIES CREWLDR	\$27.07
MECHANIC	\$27.62
WATER MNTCE CREWLEADER	\$27.94
WATER METER CREWLDR	\$28.31
PUMP STATION MTNCE CREWLDR	\$29.52
MECHANIC CREWLEADER	\$29.52
CITY ELECTRICIAN	\$29.90
CHIEF ELECTRICIAN	\$32.93

* The City and the Union have agreed to the base wage rate (without certifications). Both parties understand that overtime, longevity and certifications will be calculated per, Section 7.3 Overtime, Section 11.3 Longevity Pay and Section 20.7 Water and IMSA Certification Pay of the contract.