

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 699

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

May 1, 2012 - April 30, 2014



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## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 2012 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 in the respect of 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,

Parking Maintenance Workers, and Police Custodians, 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.

**Section 1.5. 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 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.

## **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 ( $\frac{1}{2}$ ) hour lunch break. Employees granted one-half ( $\frac{1}{2}$ ) hour for lunch will have their regular workday end eight and one-half ( $8\frac{1}{2}$ ) hours from the beginning of their normal shift hours. The present practice of working through lunch and leaving one-half ( $\frac{1}{2}$ ) hour early shall continue.

**Section 3.3. Changes in Regular Workday and Workweek.** The shifts, workdays, and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

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

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

Paychecks will not be made available until the end of the employee's regular shift. Employees working second shift shall receive their paycheck at the beginning of their shift.

**Section 3.4. Change in Paydays From Weekly to Bi-Weekly.**

The City and the Union agrees with the provision, that if all other bargaining units agree to be paid on a bi-weekly pay period, Local 699 employees may also agree to a bi-weekly pay period with a ninety (90) day notice of such change.

**Section 3.5 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 worked 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 3.6. 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. When calling employees for overtime, the City shall first call the employees primary number and if applicable leave a message that they have been contacted for overtime, then call the employee's secondary number, if applicable. No message is required when two numbers are provided.

(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.

(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 the same duration as 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.

### **Section 3.7. 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 3.8. Rest Periods.** Each employee shall be granted a thirty (30) minute rest period with pay. Employees may go to the restaurant nearest the job site to take their rest period or remain at the job site. Rest periods will be scheduled whenever practicable at the approximate mid-point 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 3.9. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### **ARTICLE 4 SUPPLEMENTAL PAY**

**Section 4.1. Report-In Pay.** An employee called in to work or reporting to work at 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 four (4) hours work and may be required to work the entire four (4) 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 four (4) 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 four (4) 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 in pay. Notice of scheduled overtime shall be given to the Union as far 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.

### **Section 4.3. On-Call Pay.**

For weather-related events, employees may be placed on call during non-regular working hours based on classification(s) needed. The on-call status will initially be offered to the most senior employee qualified to do the work in the job classification in the division and continue down the seniority list. If additional employees are needed, in the City's discretion, the City will offer on-call status to the most senior employee qualified to do the work in other divisions. 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 in the division originally offered the on call assignment who are qualified to do such work shall be required to work overtime starting with the least senior of such employees.

Employees will be placed on call for a twenty-four (24) hour period, but will not be forced to work more than sixteen (16) consecutive hours in their 24 hour on call period. Employees will not be eligible to be on call for two consecutive 24 hour periods (does not apply to Fleet Technicians.) Employees who are in on-call status are unavailable for other assignments.

Employees who are placed on-call and not called in shall be paid for two (2) hours of on-call pay at the employee's regular straight time rate of pay. On call time will not count as hours worked for purposes of determining overtime. Employees will be notified if they will be placed on call by the end of their regular shift the same day or by the end of their normal work week for a weekend or holiday shift. Employees who fail to report for an on call assignment are subject to progressive discipline. For snow and ice operations, Streets and Refuse will be considered a single division.

## 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.

**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 by new employees at a rate of two and one-half (2 1/2) 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 80 hours of sick leave by reason of one serious health conditions, defined as an illness, injury, impairment or physical or mental condition involving in-patient 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 May 1, 1997 and thereafter, 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%

**Sick Leave for Creditable Service.** 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 has again accrued one hundred twenty (120) 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. Military Leave.** Military leave shall be granted in accordance with applicable law.

**Section 7.4. 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 7.5. 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 7.6. 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).

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 7.7. 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 el-



igible, 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. 8. 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 7.9 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 discretion of the Department Head. 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 7.10 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 7.11. 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 anytime 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;
- (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.

(b) Employees choosing not to submit their vacation requests under (a) above may make their request at least one (1) full business day pri-

or 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.

(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 unless:

- (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; or
- (2) a written request has been submitted to 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. Such request must be approved by the Human Resources Director.

**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, 2012, the rates of pay for employees covered by this Agreement will be increased by 0% over the previous salary. Wage tables incorporating longevity schedules are shown in Appendix E attached hereto.

Effective May 1, 2013, the rates of pay for employees covered by this Agreement and on payroll upon ratification, will be increased by 2% over the previous salary. Said new rate of pay incorporating longevity schedules is shown in Appendix G attached hereto. In addition, a one time \$500 lump sum bonus will be paid.

### **Section 9.2. Wage Schedule for Employees Hired After May 1,**

**1997.** All employees hired after May 1, 1997 will receive the following schedule of pay:

- 80% of Base Rate at Entry
- 85% of Base Rate at 1-Year Anniversary
- 90% of Base Rate at 2-Year Anniversary
- 95% of Base Rate at 3-Year Anniversary
- 100% of Base Rate at 4-Year Anniversary

All employees hired after August 12, 2013 will be paid at the May 1, 2011, 90% of base with the applicable longevity at 5, 10, 15, 20, 25 and 30 years as outlined in Appendix F.

## **ARTICLE 10 SHIFT DIFFERENTIAL**

A shift differential of thirty cents (\$.30) 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 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.

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.

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. In the event of a National Healthcare Plan, the Union and the City agree to meet and discuss.

## **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. 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.

**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 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 and if a qualified applicant is not



available within that department, screening and potential selection will be performed on applicants from within the remainder of the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the seniority principles set forth in Section 12.3 Seniority Principle of this Article. Any employee who accepts a promotion within the bargaining unit in accordance with the provisions of this Section shall be on probation in such position for a period of forty-five (45) days except that for good cause, the probationary period may be extended not to exceed a total of ten (10) months to permit evaluation of ability to perform the work involved in all seasons. During the probationary period, if the employee fails to demonstrate 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 in-

volved. 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.

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 in higher rated job classifications. The City will notify the Union of such training opportunities. The training will be distributed among employees who indicate a desire to receive it, with rotation for such training starting with the most senior employee applying for such training. Trainers who shall be bargaining unit employees whenever possible providing training on off-duty hours will be compensated for their time as provided in this Agreement. Trainees will not be compensated for time spent training on off-duty hours. Whenever in the judgment of the supervisor it is necessary for safety or to 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 of the Fleet Management Division covered by this Agreement will have until December 31, 2008 to become certified in the following core areas ASE A4, Suspension and Steering, A5, Brakes, A6 & T6, Electrical/Electronic Systems, T4 Brakes, T5 Suspension and Steering. These minimum certifications must be maintained by the technicians at all times.

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 reimburse 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.

All new technicians hired 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)
<b>Additional ASE Approved Test</b>			
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.** Grievances involving an employee's discharge, demotion or disciplinary suspension may be presented at Step 2 of the Grievance Procedure.

### **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 supervisor, who is designated for this purpose by the City. The supervisor shall give his or her written answer within five (5) business days after such presentation.
- STEP 2: If the grievance is not settled in Step I and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days after the designated supervisor's answer in Step I and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2. 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 five (5) business days following the meeting.

**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; both the City and the Union shall have the right to strike two (2) names from the panel. 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 and Parks Security Officers) 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 and Park Security Officers 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. Use of Part-time, Seasonal and Non-Permanent Funded Job Training Participants.** No part-time, seasonal or other classes of non-permanent employees will be assigned to do any work other than labor on any job at any municipal golf course which requires more than four (4) hours to complete.

**Section 16.11. 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 16.12. 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 16.13. Drivers License.** All employees bidding on a driving position must have an Illinois State Commercial Drivers 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 drivers license.

**Section 16.14. 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 16.15. 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 16.16. 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 16.17. Drug Testing.** If during the term of this Agreement, the City can make a showing that significant situations exist within the bargaining unit involving on-duty alcohol or substance abuse, the City will have the right to negotiate with the Union on the implementation of a drug and alcohol testing program.

**Section 16.18. 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 16.19. 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.

## **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 aspects. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE 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 im-

plementation 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, 2012 and shall remain in full force and effect until the 30th day of April, 2014. 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 \_\_\_\_\_ day of September 2013.



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

/s/ Renee Ma

/s/ [Signature]

/s/ Tim Kernes

/s/ [Signature]

/s/ [Signature]

/s/ [Signature]

/s/ [Signature]

/s/ [Signature]

/s/ Wendy K. Heston

CITY OF BLOOMINGTON, ILLINOIS:

/s/ [Signature]

/s/ Emily Bell

/s/ Jim Farch

/s/ [Signature]

/s/ [Signature]



## **Appendix A Seasonal Employees**

It is the intent of the employer to only work a seasonal employee, doing bargaining unit work, up to ten (10) months in any calendar year. In those instances where employees are needed more than ten (10) months they shall be paid at the 80% probationary rate for a period not to exceed two (2) months. Seasonal employees who are paid at the probationary rate shall be terminated for at least three (3) months prior to being rehired as a seasonal employee, doing bargaining unit work. The Union shall be informed when any seasonal employee works more than ten (10) months.

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

### **Park Security Officer**

- 1 winter jacket
- 1 winter sweater
- 2 turtleneck
- 1 spring/fall light weight jacket
- 4 pants
- 3 long sleeve winter shirts
- 3 short sleeve 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 Parking Maintenance Position**

The parties agree that when Lee Otis Brewer vacates his position as Parking Maintenance Person, that this position will be eliminated. Any approved vacancy will be filled as a Laborer- Custodian.

## Appendix E MAY 1, 2012 – APRIL 30, 2013

### CLASSIFICATION AND WAGE REPORTS

(Employees hired prior to August 12, 2013)

	80% OF		85% OF		90% OF		95% OF		100% OF	
	BASE	OT	BASE	OT	BASE	OT	BASE	OT	BASE	OT
Laborer, Custodian	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Equip Mtnce	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Parks	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Refuse	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Laborer, Street & Sewer	\$19.77	\$29.65	\$21.00	\$31.51	\$22.24	\$33.36	\$23.47	\$35.21	\$24.71	\$37.07
Apprentice Forester	\$19.90	\$29.86	\$21.15	\$31.72	\$22.39	\$33.59	\$23.64	\$35.45	\$24.88	\$37.32
Zookeeper	\$19.92	\$29.88	\$21.17	\$31.75	\$22.41	\$33.62	\$23.66	\$35.48	\$24.90	\$37.35
Truck Driver, Parks	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, Recycle	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, Refuse	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Truck Driver, St & Sewer	\$20.05	\$30.07	\$21.30	\$31.95	\$22.55	\$33.83	\$23.81	\$35.71	\$25.06	\$37.59
Refuse Truck Driver	\$20.30	\$30.44	\$21.56	\$32.35	\$22.83	\$34.25	\$24.10	\$36.15	\$25.37	\$38.06
Assistant Forester	\$20.70	\$31.06	\$22.00	\$33.00	\$23.29	\$34.94	\$24.59	\$36.88	\$25.88	\$38.82
Park Security Officer	\$21.25	\$31.87	\$22.58	\$33.86	\$23.90	\$35.86	\$25.23	\$37.85	\$26.56	\$39.84
Senior Zookeeper	\$21.30	\$31.94	\$22.63	\$33.94	\$23.96	\$35.94	\$25.29	\$37.93	\$26.62	\$39.93
Traffic Line Painter	\$21.68	\$32.52	\$23.04	\$34.55	\$24.39	\$36.59	\$25.75	\$38.62	\$27.10	\$40.65
Crewleader S & S	\$21.68	\$32.52	\$23.04	\$34.55	\$24.39	\$36.59	\$25.75	\$38.62	\$27.10	\$40.65
Parking Mtnce Person	\$22.02	\$33.02	\$23.39	\$35.09	\$24.77	\$37.15	\$26.14	\$39.22	\$27.52	\$41.28
Utility Worker	\$22.35	\$33.53	\$23.75	\$35.62	\$25.15	\$37.72	\$26.54	\$39.81	\$27.94	\$41.91
Greenskeeper	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, Parks	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, Refuse	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Light Machine Opr, S & S	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Fleet Management Technician	\$22.41	\$33.61	\$23.81	\$35.71	\$25.21	\$37.81	\$26.61	\$39.91	\$28.01	\$42.02
Hvy Machine Opr, Parks	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Hvy Machine Opr, Refuse	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Hvy Machine Opr, S & S	\$23.13	\$34.69	\$24.57	\$36.86	\$26.02	\$39.03	\$27.46	\$41.20	\$28.91	\$43.37
Horticulturist	\$23.71	\$35.57	\$25.19	\$37.79	\$26.68	\$40.01	\$28.16	\$42.24	\$29.64	\$44.46
Turf Specialist	\$23.71	\$35.57	\$25.19	\$37.79	\$26.68	\$40.01	\$28.16	\$42.24	\$29.64	\$44.46
Forester	\$23.88	\$35.82	\$25.37	\$38.06	\$26.87	\$40.30	\$28.36	\$42.54	\$29.85	\$44.78

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

## Appendix E MAY 1, 2012 – APRIL 30, 2013

### CLASSIFICATION AND WAGE REPORTS

(Employees hired prior to August 12, 2013)

	5 YRS		10 YRS		15 YRS		20 YRS		25 YRS		30 YRS	
	5%	OT	7%	OT	9%	OT	11%	OT	13%	OT	15%	OT
Laborer, Custodian	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Equip Mtnce	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Parks	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, Refuse	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Laborer, S & S	\$25.95	\$38.92	\$26.44	\$39.66	\$26.93	\$40.40	\$27.43	\$41.14	\$27.92	\$41.88	\$28.42	\$42.62
Apprentice Forester	\$26.12	\$39.19	\$26.62	\$39.93	\$27.12	\$40.68	\$27.62	\$41.43	\$28.11	\$42.17	\$28.61	\$42.92
Zookeeper	\$26.15	\$39.22	\$26.64	\$39.96	\$27.14	\$40.71	\$27.64	\$41.46	\$28.14	\$42.21	\$28.64	\$42.95
Truck Driver, Parks	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, Recycle	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, Refuse	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Truck Driver, S & S	\$26.31	\$39.47	\$26.81	\$40.22	\$27.32	\$40.97	\$27.82	\$41.72	\$28.32	\$42.48	\$28.82	\$43.23
Refuse Truck Driver	\$26.64	\$39.96	\$27.15	\$40.72	\$27.65	\$41.48	\$28.16	\$42.24	\$28.67	\$43.00	\$29.18	\$43.76
Assistant Forester	\$27.17	\$40.76	\$27.69	\$41.54	\$28.21	\$42.31	\$28.73	\$43.09	\$29.24	\$43.87	\$29.76	\$44.64
Park Security Officer	\$27.89	\$41.83	\$28.42	\$42.63	\$28.95	\$43.43	\$29.48	\$44.22	\$30.01	\$45.02	\$30.54	\$45.82
Senior Zookeeper	\$27.95	\$41.93	\$28.48	\$42.73	\$29.02	\$43.52	\$29.55	\$44.32	\$30.08	\$45.12	\$30.61	\$45.92
Traffic Line Painter	\$28.46	\$42.68	\$29.00	\$43.50	\$29.54	\$44.31	\$30.08	\$45.12	\$30.62	\$45.93	\$31.17	\$46.75
Crewleader S & S	\$28.46	\$42.68	\$29.00	\$43.50	\$29.54	\$44.31	\$30.08	\$45.12	\$30.62	\$45.93	\$31.17	\$46.75
Parking Mtnce Person	\$28.90	\$43.34	\$29.45	\$44.17	\$30.00	\$45.00	\$30.55	\$45.82	\$31.10	\$46.65	\$31.65	\$47.47
Utility Worker	\$29.34	\$44.01	\$29.90	\$44.84	\$30.45	\$45.68	\$31.01	\$46.52	\$31.57	\$47.36	\$32.13	\$48.20
Greenskeeper	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, Parks	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, Refuse	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Light Machine Opr, S & S	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Fleet Management Technician	\$29.41	\$44.12	\$29.97	\$44.96	\$30.53	\$45.80	\$31.09	\$46.64	\$31.65	\$47.48	\$32.21	\$48.32
Hvy Machine Opr, Parks	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Hvy Machine Opr, Refuse	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Hvy Machine Opr, S & S	\$30.36	\$45.53	\$30.93	\$46.40	\$31.51	\$47.27	\$32.09	\$48.14	\$32.67	\$49.00	\$33.25	\$49.87
Horticulturist	\$31.12	\$46.68	\$31.71	\$47.57	\$32.31	\$48.46	\$32.90	\$49.35	\$33.49	\$50.24	\$34.09	\$51.13
Turf Specialist	\$31.12	\$46.68	\$31.71	\$47.57	\$32.31	\$48.46	\$32.90	\$49.35	\$33.49	\$50.24	\$34.09	\$51.13
Forester	\$31.34	\$47.01	\$31.94	\$47.91	\$32.54	\$48.80	\$33.13	\$49.70	\$33.73	\$50.60	\$34.33	\$51.49

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

**Appendix F MAY 1, 2013 – APRIL 30, 2014**  
**CLASSIFICATION AND WAGE REPORTS**  
**(Employees hired prior to August 12, 2013)**

	80% OF	85% OF	90% OF	95% OF	100% OF	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	BASE	BASE	BASE	BASE	5%	7%	9%	11%	13%	15%
DESCRIPTION											
ASST GREENSKEEPER	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.80	\$ 17.01	\$ 17.44	\$ 17.76	\$ 18.08	\$ 18.40
LABORER, CUSTODIAN	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
LABORER, EQUIP MTNCE	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
LABORER, PARKS	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
LABORER, REFUSE	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
LABORER, STREETS & SEWERS	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
LABORER, PACE	\$ 20.17	\$ 21.42	\$ 22.68	\$ 23.94	\$ 25.20	\$ 26.47	\$ 26.97	\$ 27.47	\$ 27.98	\$ 28.48	\$ 28.99
ZOOKEEPER	\$ 20.54	\$ 21.82	\$ 23.10	\$ 24.39	\$ 25.67	\$ 26.96	\$ 27.47	\$ 27.99	\$ 28.50	\$ 29.01	\$ 29.53
TRUCK DRIVER, PARKS	\$ 20.45	\$ 21.73	\$ 23.00	\$ 24.29	\$ 25.56	\$ 26.84	\$ 27.35	\$ 27.87	\$ 28.38	\$ 28.89	\$ 29.40
TRUCK DRIVER, REFUSE	\$ 20.45	\$ 21.73	\$ 23.00	\$ 24.29	\$ 25.56	\$ 26.84	\$ 27.35	\$ 27.87	\$ 28.38	\$ 28.89	\$ 29.40
TRUCK DRIVER, ST & SEWER	\$ 20.45	\$ 21.73	\$ 23.00	\$ 24.29	\$ 25.56	\$ 26.84	\$ 27.35	\$ 27.87	\$ 28.38	\$ 28.89	\$ 29.40
REFUSE TRUCK DR	\$ 20.71	\$ 21.99	\$ 23.29	\$ 24.58	\$ 25.88	\$ 27.17	\$ 27.69	\$ 28.20	\$ 28.72	\$ 29.24	\$ 29.76
PARK SECURITY	\$ 21.68	\$ 23.03	\$ 24.38	\$ 25.73	\$ 27.09	\$ 28.45	\$ 28.99	\$ 29.53	\$ 30.07	\$ 30.61	\$ 31.15
TRAF LINE PAINT	\$ 22.11	\$ 23.50	\$ 24.88	\$ 26.27	\$ 27.64	\$ 29.03	\$ 29.58	\$ 30.13	\$ 30.68	\$ 31.23	\$ 31.79
CREW LEADER	\$ 22.11	\$ 23.50	\$ 24.88	\$ 26.27	\$ 27.64	\$ 29.03	\$ 29.58	\$ 30.13	\$ 30.68	\$ 31.23	\$ 31.79
PARKING MAINT	\$ 22.46	\$ 23.86	\$ 25.27	\$ 26.66	\$ 28.07	\$ 29.48	\$ 30.04	\$ 30.60	\$ 31.16	\$ 31.72	\$ 32.28
UTILITY WORKER	\$ 22.80	\$ 24.23	\$ 25.65	\$ 27.07	\$ 28.50	\$ 29.93	\$ 30.50	\$ 31.06	\$ 31.63	\$ 32.20	\$ 32.77
GREENSKEEPER	\$ 22.86	\$ 24.29	\$ 25.71	\$ 27.14	\$ 28.57	\$ 30.00	\$ 30.57	\$ 31.14	\$ 31.71	\$ 32.28	\$ 32.85
LT MACHINE OPR, PARKS	\$ 22.86	\$ 24.29	\$ 25.71	\$ 27.14	\$ 28.57	\$ 30.00	\$ 30.57	\$ 31.14	\$ 31.71	\$ 32.28	\$ 32.85
LT MACHINE OPR, REFUSE	\$ 22.86	\$ 24.29	\$ 25.71	\$ 27.14	\$ 28.57	\$ 30.00	\$ 30.57	\$ 31.14	\$ 31.71	\$ 32.28	\$ 32.85
LT MACHINE OPR, S & S	\$ 22.86	\$ 24.29	\$ 25.71	\$ 27.14	\$ 28.57	\$ 30.00	\$ 30.57	\$ 31.14	\$ 31.71	\$ 32.28	\$ 32.85
FLEET TECH	\$ 22.86	\$ 24.29	\$ 25.71	\$ 27.14	\$ 28.57	\$ 30.00	\$ 30.57	\$ 31.14	\$ 31.71	\$ 32.28	\$ 32.85
HVY MACHINE OPR, PKS	\$ 23.59	\$ 25.06	\$ 26.54	\$ 28.01	\$ 29.49	\$ 30.97	\$ 31.55	\$ 32.14	\$ 32.73	\$ 33.32	\$ 33.92
HVY MACHINE OPR, REFUSE	\$ 23.59	\$ 25.06	\$ 26.54	\$ 28.01	\$ 29.49	\$ 30.97	\$ 31.55	\$ 32.14	\$ 32.73	\$ 33.32	\$ 33.92
HVY MACHINE OPR, S & S	\$ 23.59	\$ 25.06	\$ 26.54	\$ 28.01	\$ 29.49	\$ 30.97	\$ 31.55	\$ 32.14	\$ 32.73	\$ 33.32	\$ 33.92
HORTICULTURIST	\$ 24.18	\$ 25.69	\$ 27.21	\$ 28.72	\$ 30.23	\$ 31.74	\$ 32.34	\$ 32.96	\$ 33.56	\$ 34.16	\$ 34.77
TURF SPECIALIST	\$ 24.18	\$ 25.69	\$ 27.21	\$ 28.72	\$ 30.23	\$ 31.74	\$ 32.34	\$ 32.96	\$ 33.56	\$ 34.16	\$ 34.77
FORESTER	\$ 24.36	\$ 25.88	\$ 27.41	\$ 28.93	\$ 30.45	\$ 31.97	\$ 32.58	\$ 33.19	\$ 33.79	\$ 34.40	\$ 35.02
APPRT FORESTER	\$ 20.30	\$ 21.57	\$ 22.84	\$ 24.11	\$ 25.38	\$ 26.64	\$ 27.15	\$ 27.66	\$ 28.17	\$ 28.67	\$ 29.18
ASST FORESTER	\$ 21.11	\$ 22.44	\$ 23.76	\$ 25.08	\$ 26.40	\$ 27.71	\$ 28.24	\$ 28.77	\$ 29.30	\$ 29.82	\$ 30.36
SR ZOOKEEPER	\$ 21.73	\$ 23.08	\$ 24.44	\$ 25.80	\$ 27.15	\$ 28.51	\$ 29.05	\$ 29.60	\$ 30.14	\$ 30.68	\$ 31.22

\* Probationary employees will receive 10 cent less than union scale.

## Appendix G MAY 1, 2013 – APRIL 30, 2014

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

		5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
	BASE	5%	7%	9%	11%	13%	15%
Assistant Greenskeeper	\$16.00	\$16.80	\$17.12	\$17.44	\$17.76	\$18.08	\$18.40
Laborer, Custodian	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Laborer, Equip Mtnce	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Laborer, Parks	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Laborer, Refuse	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Laborer, Street & Sewer	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Laborer, PACE	\$22.24	\$23.35	\$23.80	\$24.24	\$24.69	\$25.13	\$25.57
Apprentice Forester	\$22.39	\$23.51	\$23.96	\$24.41	\$24.86	\$25.30	\$25.75
Zookeeper	\$22.65	\$23.79	\$24.24	\$24.69	\$25.14	\$25.60	\$26.05
Truck Driver, Parks	\$22.55	\$23.68	\$24.13	\$24.58	\$25.03	\$25.49	\$25.94
Truck Driver, Refuse	\$22.55	\$23.68	\$24.13	\$24.58	\$25.03	\$25.49	\$25.94
Truck Driver, St & Sewer	\$22.55	\$23.68	\$24.13	\$24.58	\$25.03	\$25.49	\$25.94
Refuse Truck Driver	\$22.83	\$23.97	\$24.43	\$24.89	\$25.34	\$25.80	\$26.26
Assistant Forester	\$23.29	\$24.46	\$24.92	\$25.39	\$25.85	\$26.32	\$26.79
Park Security Officer	\$23.90	\$25.10	\$25.58	\$26.06	\$26.53	\$27.01	\$27.49
Senior Zookeeper	\$23.96	\$25.16	\$25.64	\$26.11	\$26.59	\$27.07	\$27.55
Traffic Line Painter	\$24.39	\$25.61	\$26.10	\$26.59	\$27.07	\$27.56	\$28.05
Crewleader S & S	\$24.39	\$25.61	\$26.10	\$26.59	\$27.07	\$27.56	\$28.05
Parking Mtnce Person	\$24.77	\$26.01	\$26.50	\$27.00	\$27.49	\$27.99	\$28.48
Utility Worker	\$25.15	\$26.40	\$26.91	\$27.41	\$27.91	\$28.41	\$28.92
Greenskeeper	\$25.21	\$26.47	\$26.97	\$27.48	\$27.98	\$28.49	\$28.99
Light Machine Opr, Parks	\$25.21	\$26.47	\$26.97	\$27.48	\$27.98	\$28.49	\$28.99
Light Machine Opr, Refuse	\$25.21	\$26.47	\$26.97	\$27.48	\$27.98	\$28.49	\$28.99
Light Machine Opr, S & S	\$25.21	\$26.47	\$26.97	\$27.48	\$27.98	\$28.49	\$28.99
Mechanic	\$25.21	\$26.47	\$26.97	\$27.48	\$27.98	\$28.49	\$28.99
Hvy Machine Opr, Parks	\$26.02	\$27.32	\$27.84	\$28.36	\$28.88	\$29.40	\$29.92
Hvy Machine Opr, Refuse	\$26.02	\$27.32	\$27.84	\$28.36	\$28.88	\$29.40	\$29.92
Hvy Machine Opr, S & S	\$26.02	\$27.32	\$27.84	\$28.36	\$28.88	\$29.40	\$29.92
Horticulturist	\$26.68	\$28.01	\$28.54	\$29.08	\$29.61	\$30.14	\$30.68
Turf Specialist	\$26.68	\$28.01	\$28.54	\$29.08	\$29.61	\$30.14	\$30.68
Forester	\$26.87	\$28.21	\$28.75	\$29.28	\$29.82	\$30.36	\$30.89