

**AGREEMENT**

**Between**

**CITY OF BLOOMINGTON**

**BLOOMINGTON, ILLINOIS**

**And**

**LOCAL 362**

**LABORERS INTERNATIONAL UNION**

**INSPECTORS**

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



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## **A G R E E M E N T**

This Agreement made and entered into this 1st day of May, 2017, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

### **W I T N E S S E T H:**

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure 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 Constitution and 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 all full-time inspectors employed in the Planning and Code Enforcement Department (Inspector IV - Mechanical Plans Examiner, Inspector III - Plumbing, Inspector III - HVAC, Inspector III- Electrical, Inspector III-Building, Inspector III - Multi-Disciplined, Inspector III - Fire, Inspector III – Fire Protection, Inspector III- Rehab Specialist Inspector II- Rental, Inspector II – Property Maintenance and Inspector I – Property Maintenance and the Inspector IV - Crime Data Analyst and Inspector IV - Crime Intelligence Analyst, employed by the Police Department excluding supervisors, probationary employees, temporary employees and all other employees of the City.

## **ARTICLE 2 UNION SECURITY**

### **Section 2.1. Dues Check-off.**

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be



remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made.

The authorization card shall be as follows:

**AUTHORIZATION FOR PAYROLL DEDUCTION**

**TO: CITY OF BLOOMINGTON, ILLINOIS**

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

\_\_\_\_\_

Date

\_\_\_\_\_

Name

**Section 2.2. Fair Share.**

Employees covered by this Agreement who are not members of the Union 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 City from the earnings of the non-member employees and 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 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 nonmembers 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 an employee's 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 GRIEVANCE PROCEDURE**

### **Section 3.1. Definition and Procedure.**

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions

of this Agreement. Forms may be obtained at the Human Resources Department. A grievance shall be processed in the following manner:

**STEP 1:** Any employee who has a grievance shall submit it in writing to his or her Department Head, who is designated for this purpose by the City. The Department Head shall give his or her written answer within ten (10) business days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Human Resources Director or his or her designee within ten (10) business days after the designated Department Head's answer in Step 1 and shall be signed by both the employee and the Union Steward. A meeting between the Human Resources Director, and/or his or her representative, and Union Representative and Business Representative 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 ten (10) business days following the meeting.

### **Section 3.2. 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. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. 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 place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

**Section 3.3. 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. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the 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 on all parties.

#### **Section 3.4. 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 3.5. 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 above, 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 limit, 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 Monday through Friday inclusive except Holidays.

#### **ARTICLE 4 STEWARD CLAUSE**

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

## **ARTICLE 5 NO STRIKE AND NO LOCKOUT**

### **Section 5.1. No Strike.**

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, 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 5.2. No Lockout.**

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

## **ARTICLE 6 HOURS OF WORK, WAGES AND LONGEVITY**

### **Section 6.1. Regular Workweek.**

The regular workweek will be Monday through Friday. Normal hours of work for PACE employees, will be 7:30 a.m. to 3:30 p.m. and Police employees will be 8:00 a.m. to 4:00 p.m. and such additional time as may be required in the judgment of the City to serve the citizens. The regular workweek shall consist of forty (40) hours per week and five (5) consecutive eight (8) hour workdays. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. These hours can be changed through mutual agreement of the employee and the Department Head.

## **Section 6.2. Overtime.**

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate for all hours paid outside the normal work hours Monday through Friday. All work on Saturday and Sunday will be paid at time and one-half (1 1/2) the normal rate of pay. Compensatory time can be used with mutual agreement of the employee and the Department Head at the rate of one and one-half (1 1/2) hour of compensatory time for each hour of overtime. Call-ins for overtime will be paid at a minimum of three (3) hours at one and one-half (1 1/2) times their normal rate of pay, if such call-in is not scheduled.

Call-ins shall be from the volunteer call-in list. The top person on the list shall be called first, and then shall continue down the list until the call-in is filled. The list shall rotate every six months (the first person on the list will go to the bottom of the list). If no employees volunteer for the call-in, the call will be filled by reverse order of the volunteer list. If no employees are available such services will be contracted out.

In the event no employees volunteer for the call-in list, the list will be established by reverse seniority from the Building, Fire and Property Maintenance Inspectors. If the call-outs run into the employees normal work week hours, the employee shall be paid for the hours worked.



**Section 6.3. Flex Time.**

The decision by a Department Head or supervisor to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 14 (Management Rights) of this Agreement.

**Section 6.4. Meal Breaks.**

Each employee shall be granted a thirty (30) minute meal break with pay. Meal breaks will be scheduled whenever practicable at the approximate midpoint in the employee's work shift.

**Section 6.5. No Pyramiding.**

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

**Section 6.6. Wages.**

**Rate of Pay and Longevity for Employees Hired Prior to May 1, 1996.**

(a) Effective May 1, 2017, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

(b) Effective May 1, 2018, regular pay and longevity pay for employees hired prior to May 1, 1996, shall be paid as set forth in Appendix "A" attached hereto.

Rate of Pay and Longevity for Employees Hired After May 1, 1996.

(c) Effective May 1, 2017, employees hired after May 1, 1996, shall be paid wages at an hourly rate which is 2% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "A" attached hereto.

Retro pay for the 2017 contract negotiations will be payable for employees on payroll at the time the contract is signed by both parties. Such employees will also receive a one-time \$400 signing bonus

(d) Effective May 1, 2018, employees hired after May 1, 1996 shall be paid wages at an hourly rate which is 1.75% higher than their previous rate and consistent with the rate of pay incorporating longevity schedules as shown in Appendix "A" attached hereto.

(e) The City shall provide employees the opportunity to advance and maintain certification pay levels. The City will pay for the cost of certifications, seminars and training courses to maintain and advance pay levels. Employees will be eligible to take each certification test two (2) times at the City's expense. If the employee fails to pass the same certification test after the

second test, the employee will have to take any further test on the same certification at their own expense and on their own time. Once the employee passes the same certification the City will reimburse the employee for the cost of a successful exam. Training must be approved by the Department Head. If the employee and Department Head disagree on whether a training course is necessary, the dispute shall be subject to the grievance process but with no appeal to an arbitrator. An Approved Certification List is included as Appendix "B".

An employee shall continue to advance a pay level for each additional certification on the Approved Certification List. Pay levels for core certifications for the employee's position shall increase fifty (50) cents and all other certifications shall increase twenty-five (25) cents.

(f) Existing employees on payroll as of May 1, 2008 will not be required to hold the core certification(s) for the position they currently hold unless otherwise required. i.e. plumbing license, Cross Connection Control License. Employees who do not hold the core certification(s) will be ineligible to test for any certifications that are not a core certification for their current position. Existing employees who have previously tested for a core test and failed will be eligible to retake the exam two more times at the City's expense. All new employees will be required to have all core certification(s) at time of hire or obtain by the end of their probationary period (one (1) year). New employees will

be ineligible for additional certification pay until all core certification(s) are obtained.

(g) Pay increases for certification levels shall begin when presented to the Department Head for approval. Employees who fail to maintain a certification level shall retreat one certification pay level for each certification lost.

**Section 6.7. Longevity.**

Employees hired into full-time City employment prior to May 1, 2017, and covered by this Agreement shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above and consistent with the certification pay level, that will become effective on the employee's appropriate 5, 10, 15, 20 and 30 anniversary date. Anyone hired into City employment on May 1, 2017 or later shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all new full-time hires shall be as follows

5 years - \$1500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year

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

### **Section 6.8. Working Out of Classification and Promotions.**

(a) Employees covered by this Agreement who work in a higher classification for eight (8) consecutive hours or more shall be paid the higher rate of pay. This shall apply whether the employee is assigned to work in a bargaining unit or non-bargaining unit position.

(b) When working out of classification or promoted to a higher classification the employee shall receive a cent per hour increase on their current wage equal to the increments between classifications at base level as set forth in Appendix "A". When working in a non-bargaining unit position, they shall receive a cent per hour increase on their current wage equal to the increments between classified grade levels or the entry level pay of the higher position, whichever is greater.

### **Section 6.9. Flex Cash Participation.**

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any

employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

**Section 6.10. Paycheck Distribution.**

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. Upon receiving 45 days notification bargaining unit employees pay date will be changed from Thursday to Friday.

**ARTICLE 7 HOLIDAYS**

**Section 7.1. Number of Holidays.**

The following days are Holidays:

- |                    |                        |
|--------------------|------------------------|
| New Year's Day     | Veteran's Day          |
| M. L. King's B'day | Thanksgiving Day       |
| Good Friday        | Day after Thanksgiving |
| Memorial Day       | Day before Christmas   |
| Fourth of July     | Christmas Day          |
| Labor Day          | ½ Day New Year's Eve   |

**Section 7.2. Holidays on Scheduled Workday.**

Employees required to work the above holidays will be paid one and one-half (1½) their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

**Section 7.3. 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 status on either or both of said days.

## **ARTICLE 8 VACATION**

### **Section 8.1. Length of Vacation.**

Full-time employees shall receive vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
DOH	2 weeks
1 year, 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. Scheduling.**

Vacations must be taken within the vacation year in which they are due (anniversary date to the next anniversary date). These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half (1/2) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

### **Section 8.3. Separations and Reinstatements.**

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency not involving personal

misconduct will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

### **Section 9.1. Reason for Disciplinary Action.**

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

### **Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.**

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the



Grievance Procedure. The Grievance Procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

**Section 9.3. Remedial Authority of Arbitrator in Disciplinary Cases.**

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay 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.

**Section 9.4. Drug and Alcohol Testing Permitted.**

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

**Section 9.5. Post Accident Testing.**

As soon as practical following an accident involving a City vehicle or vehicle driven for City business, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An accident covered by this Section shall be deemed to satisfy the reasonable suspicion standard.

**Section 9.6. Order to Submit to Testing.**

At the time an employee is ordered to submit to testing authorized by this Agreement, a supervisor who has received training on the effects of drug or alcohol use shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts

which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

### **Section 9.7. Tests to be Conducted.**

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the HHS/SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all HHS/SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has

attempted to compromise the accuracy of the testing procedure;

- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

**Section 9.8. Right to Contest.**

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

**Section 9.9. Discipline and Voluntary Requests for Assistance.**

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be

under the influence of alcohol, and all employees who prior to any notification of a drug or alcohol testing voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the medical professional involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to follow up testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be

afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

**Section 9.10. Removal of Adverse Material.**

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to Human Resources by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

**ARTICLE 10 LEAVES**

**Section 10.1. Personal Convenience Leave.**

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour or more at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one fiscal year to another. Personal Convenience Leave will not be

paid out at time of separation for newly hired probationary employees.

**Section 10.2. Sick Leave.**

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent in a fiscal year.

Employees shall accrue eight (8) hours each month to a maximum of 960 hours, which shall be paid at full pay during the time of illness. This benefit shall be accrued by new employees hired after May 1, 2015 from their date of hire at eight (8) hours each month up to a maximum of 960 hours. Those new employees hired after May 1, 2015, who are sick in their first nine (9) months, may use available PC or Vacation time. Employees will be required to provide a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty.

Employees hired before June 23, 2014 shall have 50% of their monthly unused accrued sick time above 960 hours paid



into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Used for Creditable Service (Supplemental Sick Leave). Employees may have accumulated supplemental sick leave accrual of an additional two hundred forty (240) sick days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after April 30, 2008. It is understood between the parties that such additional supplemental accrual cannot be used for any paid time off. However, for those employees who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS, if eligible, for sick leave buyback. Example: If an employee has 800 hours of supplemental sick time 480 hours will be paid into the employee's RHS, while 320 hours would be submitted to IMRF for service credit.

Accelerated Accrual. Whenever an employee depletes all but eighty (80) hours of sick leave by reason of one serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a healthcare provider, the employee upon return to full duty shall accrue sick leave at the rate of two and one-half (2½) days per month until his or her sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2008 through their career with the City.

Employees requesting rapid accrual will do so in writing upon their return to full duty.

Sick Leave Buy Back. Employees hired prior to May 1, 2011 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Absence of More Than Three (3) Consecutive Days. For any absence of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require the employee to submit a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of more than three (3) consecutive days unless sick leave abuse is suspected as detailed below, Human Resources will require a statement from a medical professional stating that

he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty.

Sick Leave Abuse. Abuse of paid leave is prohibited. The City shall have the ability to monitor, investigate and discipline sick leave abuse. The following situations are examples of potential sick leave abuse:

A pattern (more than three (3) of the same) of sick leave usage, such as repeated use of sick leave in conjunction with regular days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week.

Use of sick leave and being engaged in activities that indicates an ability to work.

Human Resources will investigate and address concerns regarding sick leave abuse with the employee. If an employee (or their immediate family member) is experiencing an on-going medical situation they must provide information from their doctor addressing their need for sick leave. If an employee cannot provide or elects to not provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, employees may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.

To the extent that such employee or family members injury or illness qualifies as a series health condition under the Family and Medical Leave Act (FMLA), the employee will be required to

use accrued sick time, which shall run concurrently with available FMLA time in accordance with Section 10.9 FMLA and ADA.

**Section 10.3. 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. Immediate family is defined as: mother, father (which includes stepparents 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). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances. In addition, Department Heads shall have the authority to grant Bereavement Leave in hourly increments for situations other than listed above.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department. The supervisor is entitled to make reasonable requests for such information as confirmation of death and the proof of need to travel.

Employees are expected to respect the spirit of this policy and its implied limitations. "Someone close" goes beyond standard relatives like parents, spouses and children, and can include longtime friends.

#### **Section 10.4. Injury Leave.**

- (a) 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. 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.
- (b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.
- (c) Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.
- (d) Contested Injuries. Charges shall be made against sick 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 leave (which should have been job injury) so charged shall be credited to the employee's leave balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

- (e) 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 licensed physician and a release to work obtained.

**Section 10.5. Military Leave.**

Military Leave, including reinstatement, shall be granted in accordance with applicable law.

**Section 10.6. Jury Duty.**

Any employee covered by this Agreement 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.

Employees are expected to return to work upon release from jury duty.

**Section 10.7. 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, at his discretion, 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 or her 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, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If leave was for a medical condition a medical release must be provided to Human Resources.

**Section 10.8. 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 10.7 Leave without Pay of this Agreement.

### **Section 10.9. FMLA and ADA.**

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. Where an employee's or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), employees are required to use accrued sick leave time concurrently with FMLA. An employee may elect to substitute accrued PC or vacation leave which shall run concurrently with the FMLA. FMLA leave shall be granted for the adoption of a child as required by law. Employees will be responsible for obtaining the necessary FMLA paperwork.

### **Section 10.10. Wellness Day.**

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



## **Section 10.11. Restricted Duty Status.**

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

- (1) every effort shall be made to provide such tasks within the bargaining unit;
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

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

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment.

Employees 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.

**Section 10.12. Scheduled Leave Days.**

All leave time scheduled must be requested at least twenty four 24 hours in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance and must be approved by the Supervisor. The twenty four (24) hour notice may be waived with supervisor approval.

**ARTICLE 11 SENIORITY**

**Section 11.1. Definition.**

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Part-time and seasonal employees that have worked on a continuous basis shall receive credit from their date of hire. Annually, the City will provide a list of employees, with their name, address and last four (4) digits of their social security

number to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes. New employees hired after June 23, 2014 will use their full-time date of hire for determining their Service Date for longevity and leave accruals.

### **Section 11.2. Seniority Principle.**

In all cases of layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability and qualifications, seniority shall be the determining factor.

### **Section 11.3. Probationary Period.**

Each employee shall be considered a probationary employee for his or her first year of continuous full-time service, after which his or her seniority shall date back to his or her continuous full-time date of hire in the bargaining unit. An extension maybe issued, to Crime Data Analyst and Crime Intelligence Analyst employees, if training or testing results are not available for the probationary employee. 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 probationary period will extend probation by an amount of time equal to the amount of

time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee. The employee shall have a one (1) year probationary period in that new position. An extension maybe issued to Police bargaining unit members if training or testing results are not available for the probationary employee.

#### **Section 11.4. Promotions and Vacancies.**

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on education, skills, experience and, if necessary, the results of a written and/or oral examination.

All vacated or newly authorized bargaining unit positions shall be posted for five (5) business days at various locations including bulletin boards or electronically within departments. The job description for the position will be included into the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications.

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee.

All qualifications being equal, priority in selection will be based on the seniority principle (regular full-time employees in the bargaining unit having completed their probationary period.)

When applying the seniority principle as set forth above, only the actual time an employee has worked continuously for the City as a full-time employee shall be used to calculate seniority.

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first ninety (90) calendar days following such transfer or promotion. Management also has the right to send an employee back to his previous position at any time during the employee's probationary period in the new position. An employee shall be restored to the same rate of pay and seniority for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion.

#### **Section 11.5. Layoff and Recall Procedure.**

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Agreement. 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 11.6. 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 re-established if the employee can show that extraordinary circumstances prevented their timely return.

**ARTICLE 12 SAFETY EQUIPMENT**

Effective May 1, 2014 the City will pay \$250 each May to employees on payroll for the purpose of purchasing safety boots and work apparel appropriate for their area, which may include

department identification apparel. The City will supply specified safety equipment with exception of safety boots, as deemed necessary by the Department Head. In addition, to the required safety equipment the City will supply identification jackets and replace them on a wear-out basis.

In an effort to provide for the safety of the employees covered by this Agreement, safety footwear meeting ASTM F 2413-05 or ANSI Z41 shall be worn whenever an Inspector enters a construction site.

## **ARTICLE 13 BENEFITS**

### **Section 13.1. Physical Fitness Incentive.**

The City of Bloomington will pay upon receipt of membership verification \$150 toward the annual dues at any physical fitness center designated by the City for any employee covered by this Agreement.

### **Section 13.2. Group Insurance Plan.**

The City shall provide such insurance plans for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The City reserves the exclusive right to change carriers, alter or amend the insurance plans based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same insurance plan coverage as other eligible non-

bargaining unit City employees. The City reserves the right to introduce and eliminate additional medical insurance options, in addition to those that exist upon the ratification of the 2017 Agreement, at its sole discretion.

The City will contribute for all full-time employees as follows:

- (a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for dependent coverage for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

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

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00



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

- (b) 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 for dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.
- (c) The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision premium for dependent coverage for vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.
- (d) Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act ("ACA") and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage ("Cadillac Tax") under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because

employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes are instituted for all other City unrepresented employees.

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

- (e) The City agrees to provide \$50,000 in group term life insurance for each full-time employee.

### **Section 13.3. Tuition Reimbursement.**

Employees may receive either full or partial tuition reimbursement provided the following conditions are met:

- (a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:
  - (1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;

- (2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

For purposes of this subsection, "part of a required sequence" refers to specific related courses which are required for completion of the curriculum in the employee's field of study; including "core" or general electives required by the institution for the award of a Bachelor's degree unless it otherwise qualifies for reimbursement under this subsection;

- (3) written authorization for tuition reimbursement shall be obtained from the Department Head and forwarded to the Human Resources Department prior to enrollment and on forms provided by the Human Resources Department.
- (4) reimbursement to employees will not exceed the per hour cost of Illinois State University and annually employees will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement . The IRS reimbursement will be based on a calendar year.

- (b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and required books according to the following schedule:

100% for a grade of A  
100% for a grade of B  
75% for a grade of C or Pass on Pass/Fail  
0% for a grade of D or lower

The amount reimbursed to the employee will be less any amount received for scholarships, military, financial aid grants, etc. Employees are required to disclose this information at the time their bills and grades are submitted.

- (c) Any employee who leaves City service within one (1) year of receiving reimbursement will refund to the City the amount reimbursed. This sum may be withheld from the final paycheck.

#### **Section 13.4. LIUNA Pension.**

The City will make a twenty cent (\$.20) per hour per employee contribution to LIUNA Pension. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. Additional information is contained in Appendix D in regard to LIUNA Pension contributions.

#### **ARTICLE 14 FOIA REQUEST**

In the event the City receives a Freedom of Information request (FOIA) on a specific Police Department employee for email records the City shall notify the affected employee within five (5) business days.

## **ARTICLE 15 MANAGEMENT RIGHTS**

### **Section 15.1. 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 right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, 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 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.

### **Section 15.2. City Rules, Policies and Procedures.**

The City's rules, policies and procedures shall not be considered part of this Agreement; and shall control unless in conflict with the provisions of this Agreement, in which case the Agreement shall supersede. This provision shall not limit the right to file a grievance concerning the improper application of any such rule, policy and procedure.

### **Section 15.3. Emergency Conditions.**

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wage rates shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

### **ARTICLE 16 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 laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE 17 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, Sections 11.2. Seniority Principle and Section 11.5. Lay off and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

## **ARTICLE 18 ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in this Agreement; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

## **ARTICLE 19 TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of May, 2015 and shall remain in full force and effect until the 30th day of April, 2017. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) 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 sixty (60) 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 26<sup>th</sup> day of December, 2017.

LABORERS INTERNATIONAL UNION,  
LOCAL 362 INSPECTORS

By: Carl Jan  
Sto  
ll

Eric Penn  
Chas H Shuff

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: James Furdler  
Robert  
Bauer

## APPENDIX “A” Wage Tables

<b>Base Wage</b>	<b>Increase %</b>	<b>Inspector I</b>	<b>Inspector II</b>	<b>Inspector III</b>	<b>Inspector IV</b>
2017	2.00%	\$19.29	\$21.52	\$23.75	\$26.31
2018	1.75%	\$19.63	\$21.90	\$24.17	\$26.77

<b>Individual Contract Tables</b>		<b>Garry Hinderliter</b>
2017	2.00%	\$32.86
2018	1.75%	\$33.44

Note: Certifications will be added to base and then longevity calculated as percentages are defined in Section 6.7 of the Inspectors contract

# APPENDIX “B” Approved Certification List

## Local 362 Inspector Certification Form

Employee Name: \_\_\_\_\_

ID#: \_\_\_\_\_

**Please check all that apply:**

**Residential Inspection Categories**

- P1 Residential Plumbing Inspector
- B1 Residential Building Inspector
- M1 Residential Mechanical Inspector
- E1 Residential Electrical Inspector

**Commercial Inspector Categories**

- B2 Commercial Building Inspector
- E2 Commercial Electrical Inspector
- M2 Commercial Mechanical Inspector
- P2 Commercial Plumbing Inspector

**Plans Examiner Categories**

- B3 Building Plans Examiner
- E3 Electric Plans Examiner
- M3 Mechanical Plans Examiner
- P3 Plumbing Plans Examiner
- R3 Residential Plans Examiner

**Code Enforcement Categories**

- 75 Zoning Inspector
- 64 Property Maintenance and Housing Inspector
- 21 Accessibility Inspector/Plans Examiner

**Fire Code Categories**

- 66 Fire Inspector I
- 67 Fire Inspector II
- F3 Fire Plans Examiner

**Energy Conservation Categories**

- 77 Commercial Energy Inspector
- 78 Commercial Energy Plans Examiner
- 79 Residential Energy Inspector/Plans Examiner

**Certification Categories Requiring Multiple Examinations**

- Certified Building Official (CBO)

**Certification Categories Requiring Multiple Examinations and Application**

- Building Inspector
- Mechanical Inspector
- Residential Combination Inspector
- Combination Inspector
- Certified Building Code Official (CBCO)
- Certified Fire Code Official (CFCO)
- Certified Plumbing Code Official (CPCO)
- Master Code Professional (MCP)
- Electrical Inspector
- Plumbing Inspector
- Commercial Combination Inspector
- Combination Plans Examiner
- Certified Electrical Code Official (CECO)
- Certified Mechanical Code Official (CMCO)
- Certified Housing Code Official (CHCO)

**POLICE**

- Certified Criminal Analyst
  - Basic Level—0 Certifications
  - Practitioner Level—4 Certifications
  - Advanced Level—8 Certifications
  - Lifetime Level—0 Certifications  
No test. Apply for honorary title.

Total Number of Certifications to Date: \_\_\_\_\_

Revised 12/17/08

## APPENDIX “C” Core Certifications

The following are required examinations/certifications for identified job classifications.

<b>Position</b>	<b>Exam Code</b>	<b>Exam Description</b>
<b>Inspector (III) - Building</b>	B1	Residential Building Inspector
	64	Property Maintenance and Housing Inspector
	R3	Residential Plans Examiner
<b>Inspector III – Multi Disciplined</b>	64	Property Maintenance Inspector
	B1	Residential Building Inspector
	57	Zoning Inspector
<b>Inspector (III) - Plumbing</b>		Illinois Plumbing Inspector
		Illinois Cross Connection Control Inspector
	P3	Plumbing Plans Examiner
<b>Inspector (III) - Electrical</b>	E1	Residential Electrical Inspector
	E2	Commercial Electrical Inspector
	E3	Electrical Plans Examiner
<b>Inspector (III) - HVAC</b>	M1	Residential Mechanical Inspector
	M2	Commercial Mechanical Inspector
	M3	Mechanical Plans Examiner
<b>Inspector (III) – Fire Protection</b>	66	Fire Inspector I
	67	Fire Inspector II
	F3	Fire Plans Examiner
<b>Inspector (IV) - Mechanical Plans Examiner</b>	E3	Electrical Plans Examiner
	M3	Mechanical Plans Examiner
	M2	Commercial Mechanical Inspector
	P3	Plumbing Plans Examiner
<b>Inspector (II) Rental Inspector II – Mobile Home</b>	64	Property Maintenance and Housing Inspector
	75	Zoning Inspector
<b>Inspector II - Property Maintenance</b>	64	Property Maintenance and Housing Inspector
	57	Zoning Inspector
<b>Inspector III - Fire</b>	66	Fire Inspector I
	67	Fire Inspector II
	F3	Fire Plans Examiner
<b>Inspector III - Rehab Specialist</b>	B1	Residential Building Inspector
	64	Property Maintenance and Housing Inspector
	75	Zoning Inspector

## APPENDIX “C” Core Certifications continued

**Inspector (I) Property  
Maintenance (Grass & Weeds)**

64

Property Maintenance and Housing Inspector

**Inspector IV - Police**

Basic Level - 0 certifications.

New Hire/Probationary Employee - No test - 40 hours of training and submission of proper paperwork to achieve Basic certification. Recertify after three (3) years, no test required.

Practitioner Level – 4 certifications.

Must apply. Three (3) years law enforcement analytical experience and pass Practitioner Level test. Must recertify after three (3) years.

Advanced Level - 8 certifications.

Ten (10) years law enforcement analytical experience is required for application. Passing advanced test is required.

Lifetime – 0 certifications

No test. Apply for honorary title.

# APPENDIX “D” LIUNA TENTATIVE AGREEMENT

## City of Bloomington and Laborers Local 362 Inspectors

### Tentative Agreement

1. The City and Union agree to select the “Preferred Schedule” from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to November 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.4 of the Inspectors agreement. The City’s contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City’s contribution limit will be deducted from the employees’ paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

# APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T

## ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.20 per hour shall be increased by 10% to the rate of \$ .22 per hour effective November 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.




# APPENDIX "D" LIUNA TENTATIVE AGREEMENT CON'T


- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's' \$5,000 death benefit.
  - c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- 4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
  - 5. This Addendum shall be effective as of, November 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature:   
Name: Anthony Penn  
Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature:   
Name: Stephen F. Ciockton  
Position: Mayor Date: May 15, 2012

## **APPENDIX “E” Employees Grandfathered for Insurance**

The following employees are grandfathered employees as identified in Section 13.2 Group Insurance Plans:

Garry Hinderliter

Carl Fever

John Langlois

Sharon Murphy

Michael Conroy