

A G R E E M E N T

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LODGE 1000 OF THE INTERNATIONAL

ASSOCIATION OF MACHINISTS AND AEROSPACE

WORKERS, AFL-CIO

May 1, 2018 - April 30, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
A G R E E M E N T	- 5 -
ARTICLE 1 RECOGNITION.....	- 5 -
Section 1.1. Representation and Bargaining Unit.	- 5 -
Section 1.2. Supervisor.....	- 5 -
Section 1.3. Rights of Individuals.....	- 6 -
Section 1.4. Non-Bargaining Unit Employees.....	- 6 -
Section 1.5. Restricted Duty.	- 6 -
ARTICLE 2 UNION SECURITY	- 7 -
Section 2.1. Dues Check-off.	- 7 -
Section 2.2. Indemnification.....	- 8 -
ARTICLE 3 REPRESENTATION	- 8 -
ARTICLE 4 GRIEVANCE PROCEDURE	- 9 -
Section 4.1. Definition and Procedure.	- 9 -
Section 4.2. Arbitration.....	- 10 -
Section 4.3. Authority of the Arbitrator.	- 11 -
Section 4.4. Expenses of Arbitration.....	- 11 -
Section 4.5. Time Limit for Filing.....	- 11 -
Section 4.6. Investigation and Discussion of Grievance.....	- 12 -
ARTICLE 5 DISCIPLINE AND DISCHARGE	- 13 -
Section 5.1. Discipline.....	- 13 -
Section 5.2. Grievances Involving an Employee’s Discharge or Disciplinary Suspension.....	- 13 -
Section 5.3. Remedial Authority of Arbitrator in Disciplinary Cases.....	- 13 -
Section 5.4. Alcohol and/or Illegal Drugs Policy.	- 13 -
Section 5.5. Prohibitions.	- 14 -
Section 5.6. Drug and Alcohol Testing Permitted.	- 14 -
Section 5.7. Order to Submit to Testing.....	- 15 -
Section 5.8. Tests to be Conducted.....	- 15 -
Section 5.9. Right to Contest.	- 18 -
Section 5.10. Voluntary Requests for Assistance.	- 18 -
Section 5.11. Discipline.....	- 19 -

Section 5.12. Post Accident Testing.....	- 20 -
ARTICLE 6 NO STRIKE AND NO LOCKOUT	- 21 -
Section 6.1. No Strike.....	- 21 -
Section 6.2. No Lockout.....	- 21 -
ARTICLE 7 HOURS OF WORK.....	- 21 -
Section 7.1. Application of this Article.....	- 21 -
Section 7.2. Regular Workweek.....	- 21 -
Section 7.3. Overtime Pay.....	- 22 -
Section 7.4. Distribution of Overtime Work.....	- 22 -
Section 7.5. No Pyramiding.....	- 25 -
Section 7.6. Call-in Pay.....	- 25 -
Section 7.7. Meal Breaks and Rest Periods.....	- 26 -
ARTICLE 8 HOLIDAYS.....	- 27 -
Section 8.1. Number of Holidays.....	- 27 -
Section 8.2. Holidays on Weekends.....	- 27 -
Section 8.3. Holiday on Scheduled Workday.....	- 27 -
Section 8.4. Eligibility for Holiday Pay.....	- 28 -
ARTICLE 9 VACATIONS	- 28 -
Section 9.1. Eligibility for Vacations.....	- 28 -
Section 9.2. Eligibility Requirements.....	- 28 -
Section 9.3. Vacation Pay.....	- 29 -
Section 9.4. Vacation Scheduling.....	- 29 -
Section 9.5. Separations and Reinstatements.....	- 30 -
Section 9.6. Vacation Carryover.....	- 31 -
ARTICLE 10 SENIORITY.....	- 31 -
Section 10.1. Probationary Period.....	- 31 -
Section 10.2. Seniority Principle.....	- 31 -
Section 10.3. Consolidation or Elimination of Jobs.....	- 32 -
Section 10.4. Reduction in Forces.....	- 32 -
Section 10.5. Promotions and Job Vacancies	- 32 -
Section 10.6. Non-application of Seniority Rights Within Classifications.....	- 34 -
Section 10.7. Termination of Seniority.....	- 34 -
Section 10.8. Seniority List.....	- 35 -
ARTICLE 11 WAGES AND ECONOMIC BENEFITS.....	- 35 -
Section 11.1. Wages.....	- 35 -
Section 11.2. Cost-of-Living Protection.....	- 35 -

Section 11.3. Longevity Pay.	- 36 -
Section 11.4. Uniforms.....	- 37 -
Section 11.5. Transportation for Meter Readers.....	- 38 -
Section 11.6. Shift Differential.....	- 38 -
Section 11.7. New Jobs.	- 38 -
Section 11.8. Flex Cash Participation.	- 39 -
Section 11.9. Out of Classification Pay.....	- 39 -
Section 11.10. Paycheck Distribution.	- 40 -
Section 11.11. Physical Fitness Reimbursement.....	- 40 -
ARTICLE 12 LEAVES OF ABSENCE	- 40 -
Section 12.1. Sick Leave.	- 40 -
Section 12.2. Injury Leave.	- 45 -
Section 12.3. Military Leave.....	- 47 -
Section 12.4. Civil Leave.	- 47 -
Section 12.5. Bereavement Leave.....	- 48 -
Section 12.6. Personal Convenience Leave.....	- 48 -
Section 12.7. Inclement Weather.....	- 49 -
Section 12.8. Emergency Leave.....	- 49 -
Section 12.9. FMLA and ADA.....	- 50 -
Section 12.10. Wellness Day.....	- 50 -
Section 12.11. Union Leave of Absence.....	- 50 -
ARTICLE 13 MANAGEMENT RIGHTS.....	- 52 -
ARTICLE 14 GENERAL PROVISIONS	- 52 -
Section 14.1. No Discrimination.....	- 52 -
Section 14.2. Union Activity.	- 52 -
Section 14.3. Removal of Adverse Material.....	- 53 -
ARTICLE 15 UNION BULLETIN BOARDS	- 53 -
ARTICLE 16 GROUP INSURANCE PLAN	- 53 -
ARTICLE 17 PENSION PLAN	- 56 -
ARTICLE 18 SAFETY	- 56 -
Section 18.1. Safety Apparel Furnished.	- 56 -
Section 18.2 Safety Committee.	- 56 -
Section 18.3. Unsafe Equipment or Conditions.	- 56 -
Section 18.4. Safety Shoes.....	- 57 -
ARTICLE 19 CELLPHONES.....	- 57 -
ARTICLE 20 LICENSES AND CERTIFICATIONS.....	- 57 -
Section 20.1. Bonus to Employees Obtaining CDL's.....	- 57 -

Section 20.2. Renewal of a CDL License.	- 57 -
Section 20.3. Positions that require a CDL License.....	- 57 -
Section 20.4. Assignments Requiring Class "A" CDL.....	- 58 -
Section 20.5. Costs of Securing a Class "A" CDL.	- 58 -
Section 20.6. Use of Other City Employees for CDL Purposes... -	58 -
Section 20.7. Bonus for Actual Driving Time for CDL Equipment.	- 59 -
Section 20.8. Water & IMSA Certification Pay.	- 59 -
Section 20.9. Colilert Certification.....	- 59 -
ARTICLE 21 LABOR MANAGEMENT COMMITTEE	- 60 -
ARTICLE 22 MANAGED COMPETITION.....	- 60 -
ARTICLE 23 ENTIRE AGREEMENT	- 62 -
ARTICLE 24 SAVINGS	- 62 -
ARTICLE 25 TERM OF AGREEMENT	- 63 -
APPENDIX "A" Letter of Understanding – Job Description and Qualifications.....	- 65 -
APPENDIX "B" Wage Table - May 1, 2018.....	- 66 -
APPENDIX "C" Wage Table - May 1, 2018.....	- 67 -
APPENDIX "D" Wage Table - May 1, 2019.....	- 68 -
APPENDIX "E" Wage Table - May 1, 2019.....	- 69 -
APPENDIX "F" Grandfathered Employees	- 70 -

A G R E E M E N T

This Agreement made and entered into this 1st day of May, 2018, by and between the City of Bloomington (hereinafter referred to as the City) and Lodge 1000 of the International Association of Machinists and Aerospace Workers, AFL-CIO (hereinafter referred to as the Union).

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

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent for all full-time employees covered by the classifications in the salary tables of this Agreement. 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 ad-

just 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. Non-Bargaining Unit Employees. Other than provided in Article 22 Managed Competition, employees excluded from the bargaining unit will not perform work which is normally performed by bargaining unit employees for the purpose of displacing any such employee under the terms of this Agreement.

Section 1.5. Restricted Duty. 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; and
- (2) lacking bargaining unit restricted duty work, the City may assign the employee to work outside Lodge 1000 for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay; and
- (3) seniority shall continue to accrue during the period of such restricted duty; and

- (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; and
- (5) bargaining unit employees on restricted duty shall not be eligible for overtime; and
- (6) restricted duty shall not be assigned in a manner inconsistent with the Workers' Compensation Act.

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 up to 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 shifts 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.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check-off. Upon receipt of a signed authorization in the form provided by the Union, the City will deduct from the

pay of the employees 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 in the first and second pay period of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Secretary-Treasurer of Lodge 1000 within ten (10) days after the last deduction for the month has been made

Section 2.2. Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 REPRESENTATION

The City will recognize a Shop Committee comprised of four (4) members of Lodge 1000, International Association of Machinists and Aerospace Workers. The Union will have the right to use an alternate Committee member in the absence of one or more of the Shop Committee members. This Committee, as official representative of the members of Lodge 1000 that work for the City, will handle with the City representatives, all matters pertaining to labor relations. One such committeeman will be designated as Chairman by the Union. The Shop Committee Chair or their designee will repre-

sent the employee(s) during their disciplinary and investigatory meetings.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1. 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. It is agreed that all grievances which may arise shall be handled in accordance with this procedure and that an earnest effort shall be made by both parties to settle promptly such grievances as may arise. The grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined. All grievances 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 grievance shall be signed by both the employee and the Shop Committee Chair. The Department Head, or his or her representative, shall discuss the grievance within ten (10) business days with the Shop Committee Chair or their designee and the grievant(s) 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 ten (10) business days following their meeting.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) business days after the designated Department Head's answer in Step 1. A meeting between the Human Resources Director, and/ or his or her representative, and the Union Shop Committee, Business Agent and grievant(s) shall be held at a time mutually agreeable to the parties. The City will respond to such grievance in writing. The grievance response shall be signed by the Human Resources Director or his or her representative within ten (10) business days. The Union may elect to refer the grievance to arbitration as outlined in Section 4.2 Arbitration.

Section 4.2. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within five (5) business days after receipt of the City's answer in Step 2. 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 the Union representatives.

Section 4.3. Authority of the 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 his or her decision on any other issue not so submitted to him or her. 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 arbitrator's 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 upon both parties.

Section 4.4. 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 4.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence or knowledge of the event giving rise to

the grievance. No grievance decision, including an arbitration award, will provide for retroactive compensation for more than a maximum of thirty (30) business days prior to the date such grievance was filed, but in no case earlier than the date of occurrence of the events causing the grievance.

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, up to Step II. The time limit in each Step may be extended by mutual written agreement of the City and Union representative involved in each Step.

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

The term "business days" as used in this Article shall mean the days Monday through Friday.

Section 4.6. 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 access for the purpose of investigating and discussing grievances upon prior notification to the Human Resources Director or his or her designated representative.

ARTICLE 5 DISCIPLINE AND DISCHARGE

Section 5.1. Discipline. Any employee who is discharged or given a disciplinary suspension shall be given in writing the reason for such discharge or disciplinary suspension, a copy of which shall be given to the Union immediately. 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 the appropriate Union representation present at that meeting. The City retains the right to take immediate action in the event health or safety of the employee or other employees or the public is involved.

Section 5.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension. Grievances involving an employee's discharge or disciplinary suspension shall commence at Step 2 of the Grievance Procedure.

Section 5.3. Remedial Authority of Arbitrator in Disciplinary Cases. Should it be found that an employee has been unjustly disciplined 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 discipline or discharge.

Section 5.4. Alcohol and/or Illegal Drugs Policy. It is the policy of the City of Bloomington that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty. The pur-

poses of this policy shall be achieved in such manner as to not violate any established rights of the employees.

Section 5.5. Prohibitions. Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
- (b) illegally selling, purchasing or delivering any drug during the workday or on the employer's premises;
- (c) being under the influence of alcohol or illegal drugs or drugs or other substances of any kind that may impair an employee's ability to work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 5.6. Drug and Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the workday as specified in Section 5.5 Prohibitions, above, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least, two (2) non-bargaining unit supervisory personnel must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual em-

ployee as authorized in Section 5.11 Discipline below and those outlined under DOT standards. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

Section 5.7. Order to Submit to Testing. At the time an employee is ordered to submit to testing authorized by this Agreement, an employee and Shop Committee Chair will be notified of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given. No questioning of the employee concerning the use of drugs or alcohol shall be conducted without first affording the employee the right to Union representation. However, the consultation with the Union will not delay or impede the testing process. 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 he or she may have.

Section 5.8. 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 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 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 the State of Illinois Motor Vehicle legal limit 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 5.9. 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 commence 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 5.10. Voluntary Requests for Assistance. The City shall take no adverse employment action against an employee who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the City may require reassignment of the employee with pay if he or she is then unfit for duty in his or her current assignment. The City shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall

not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 5.11. Discipline. 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 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 physician(s) involved;
- (b) the employee discontinues his or her 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 random 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. The foregoing shall not limit the City's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 5.12. Post Accident Testing.

Post Equipment Accident Testing. As soon as practical following an accident involving a vehicle driven by or equipment operated by a bargaining unit employee, the employee 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.

Post Injury Testing. An employee will be required to be tested for alcohol and controlled substances as soon as practical following an on the job accident or injury that has a recommendation of medical

attention by a third party or receipt of medical care at a healthcare facility.

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

ARTICLE 6 NO STRIKE AND NO LOCKOUT

Section 6.1. No Strike. During the term of this Agreement, neither the Union nor any employees or agents will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slow-down, concerted stoppage of work, picketing, or any other intentional interruption of the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 6.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 7 HOURS OF WORK

Section 7.1. Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 7.2. 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. Eight (8) consecutive

hours of work within a twenty-four (24) hour period shall constitute a regular workday. For purposes of this Section, a twenty-four (24) hour period as applied to continuous operations shall commence at the beginning of the first shift as designated by the Department Head.

The hours of the regular workweek may be changed by mutual agreement between the employee and the Department Head. However, for crew work, all members of the work crew must agree to alternate work hours before the hours will be changed. Hours for employees (excluding Water Plant Operators and the late shift Water Meter Service employee) will be from 7:00 a.m. to 3:30 p.m. This does not diminish the City's rights to direct the workforce.

In addition, the Union and City agree that there will be a transition period when changing jobs through a successful bid. In that transition period the City will be allowed to adjust the employees shift. Every effort will be made for the employee to work a 40 hour week. However, it may result in the employee's inability to work 40 hours due to the fact they would be required to take a day off to avoid working more than five (5) consecutive days.

Section 7.3. Overtime Pay. 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; or in excess of five (5) consecutive days.

Section 7.4. Distribution of Overtime Work. 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, starting with the most senior employee qualified to do the work in the job classification, and continue down the seniority list in whichever of the following groups is applicable:

- (1) electricians
- (2) water distribution crew
- (3) meter readers
- (4) meter room
- (5) mechanics in town
- (6) lake mechanic maintenance crew, including the operations assistant
- (7) lake facilities
- (8) water plant operators at Lake Bloomington
- (9) pump station maintenance
- (10) laboratory

For employees classified as Chief Electricians and Electricians overtime opportunities will be offered to employees within their respective department first.

Relief Operators at Lake Bloomington shall be eligible for overtime work in Groups 6 and 8; they may exercise seniority or lack of seniority in Group 8 and last group worked in. Relief Operators in town shall be eligible for overtime work in Groups 2, 3, 4 and 9; they can exercise seniority or lack of seniority in Group 9 and last group worked in.

Operators followed by the Laboratory Technician shall be eligible for overtime in Group 6 if sufficient mechanics and/or relief

operators are not available, provided he/she is not scheduled to begin work within four (4) hours.

Operations Assistant shall be eligible for overtime in Group 6 and 10; they can exercise seniority or lack of seniority in Group 6 and last group worked in.

Distribution main breaks for Lake Bloomington area are the responsibility of Lake Parks employees. Any transmission breaks south of the water plant grounds and in town are the responsibility of Water Distribution Crew. If assistance is needed, the source will come from the Distribution Crew. For the purpose of any overtime at the Lake, seniority will be exhausted before asking downtown and the same process will apply for downtown to the Lake. For Distribution main breaks in town work will be performed by employees in Group 2. If additional employees are needed employees in Group 9 followed by Group 7 will be eligible for call-ins.

If there are not enough qualified employees who volunteer for the overtime work which, in the City's judgment is necessary, then the most junior employees in the job groups who are qualified to do such work shall be required to work overtime starting with the most junior of such employees. The following conditions apply:

1. Employees taking more than eight (8) hours of leave time will not be eligible for overtime from the beginning of a shift where he/she is scheduled for leave to the end of the shift on the last day that he/she is off on a scheduled leave.

2. Any employees on sick leave at the end of a work shift shall not be eligible for overtime for 16 hours after their shift ends.

3. One primary number will be called to schedule overtime.

None of the foregoing shall be construed so as to prohibit the City from scheduling and requiring an entire department and/or shift to work overtime. The City shall not be required to break in on work in progress or change an employee's shift.

If more than one person is called out from a work group for overtime the senior person will be responsible for the Crew and will receive Crewleader pay as long as one of the employees do not hold the Crewleader position.

Section 7.5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 7.6. Call-in Pay. An employee called back to work after having gone home shall receive a minimum of three (3) hours work or pay. An employee thus called back to work will receive one and one-half (1½) times his straight time hourly rate of pay for any hours worked outside his normal shift hours. Employees must report for such call in assignments within 60 minutes of accepting such assignment. The three (3) hour minimum provision of this section shall not apply where an employee is called back to work and he or she:

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

Mandatory training and/or meetings, employees will be compensated for time required to be in attendance. Employees will be paid for a minimum of one (1) hour of overtime (if eligible) with no less than one week notice.

Section 7.7. Meal Breaks and Rest Periods. Employees shall receive one-half ($\frac{1}{2}$) hour as an unpaid meal break per shift. Employees shall receive two (2) fifteen (15) minute paid rest periods per shift, to be taken fifteen (15) minutes at a time at employees discretion any time during the first half of the employee's shift, and the second fifteen (15) minutes to be taken at any time during the second half of the employee's shift. Work crews, subject to the approval of the Superintendent of Water Resources or the Superintendent of Water Purification, may combine the two (2) rest periods into a rest period one-half ($\frac{1}{2}$) hour long if all persons on the work crew agree to combining the rest periods. Water Plant Operators shall receive paid meal breaks one-half hour long and two (2) fifteen (15) minute rest periods, which may be taken at such time as circumstances permit, so long as the operators remain at the Water Treatment Plant at all times. Break times will start and end on or at the job site.

ARTICLE 8 HOLIDAYS

Section 8.1. 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	1/2 Day New Year's Eve

Section 8.2. Holidays on Weekends. The City Manager will determine the holiday schedule. For employees whose job involves an around-the-clock shift, the actual day of the holiday shall be observed. If a holiday or the day designated by the City as the holiday falls on an employee's first day off, then the first preceding work day shall be recognized as the holiday. If a holiday or the day designated by the City as the holiday falls on an employee's second day off, then the first following work day shall be recognized as the holiday. Employees with non-traditional schedules may request within 30 days from a designated holiday to adjust their holiday schedule. The change must be by mutual agreement of the employee and the Department Head.

Section 8.3. Holiday on Scheduled Workday. Employees who are required to work on their observed holiday shall be granted, at the employee's option, either a workday of leave or shall be paid for the time worked in accordance with the rules governing overtime. Holiday time must be taken within ninety (90) calendar days of the

holiday or the day designated by the City as a holiday. If time is not taken within the 90 calendar day period it will be paid to the employee.

Section 8.4. 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 or excused absence, as determined by the Department Head, on either or both of said days.

ARTICLE 9 VACATIONS

Section 9.1. Eligibility for Vacations. Employees who have been employed by the City for a period of at least one (1) year shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacations</u>
1 year 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 9.2. Eligibility Requirements. In order to be eligible for vacation benefits, an employee must have worked at least a total of 1040 hours during the twelve (12) calendar month period during his or her anniversary year. Employees who fail to qualify because they

have not worked a total of 1040 hours during their anniversary year shall be paid vacation pay or allowed vacation time off on the basis of one-twelfth (1/12th) of their total vacation pay for each one hundred thirty (130) 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 9.3. 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 9.4. Vacation Scheduling. Vacations must be taken within the year in which they are due (within one (1) year of the employee's anniversary date of hire) unless an exception is granted by the Department Head in writing. Employees are required to fill out a written application stating their first and second choices for their vacation period and submit the application to the supervisor at least thirty (30) days prior to the beginning of the calendar year. Vacation periods shall be set by the supervisor with due regard to seniority and consistent with the requirements of efficient operation of the City. Employees choosing not to submit their vacation requests as stated above may make their requests at least one (1) full business day prior to the requested date. Such requests shall be granted on a first come first served basis and shall not take precedence over those requests made above and shall only be granted based on the operating needs of the appropriate division.

Should working conditions warrant, the supervisor shall have the right to cancel an employee's vacation and request him or her to submit a new date for his or her vacation, provided the supervisor notifies the employee of his or her decision at least thirty-one (31) days in advance of the beginning of the previously approved vacation period. Requests for vacation period changes by employees shall not be considered by the supervisor unless the employee desiring such a change has submitted his or her request for such change to the supervisor at least two (2) weeks in advance of the beginning of his or her previously approved vacation period, with the exception that, with legitimate reason and the approval of the employee's immediate supervisor, an employee may be allowed to take up to five (5) vacation days upon twenty-four (24) hours' notice to his or her immediate supervisor.

Section 9.5. Separations and Reinstatements. Employees who give reasonable notice of their intention to voluntarily resign and employees who are dismissed for incompetence or inefficiency not involving personal misconduct 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.

Section 9.6. Vacation Carryover.

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

ARTICLE 10 SENIORITY

Section 10.1. Probationary Period. Each employee shall be considered a probationary employee for his or her first one hundred twenty (120) working days of continuous service after which his or her seniority shall date back to his or her last date of hire in the bargaining unit classifications identified in the salary tables of this Agreement. An employee's last continuous date of hire will be used to determine leave benefit accruals and longevity. There shall be no seniority among probationary employees and they may be laid off, discharged or otherwise terminated at the sole discretion of the City. Non-full-time employees hired after May 1, 2010 will use their full-time date of hire to determine longevity and leave accrual rates.

Section 10.2. Seniority Principle. In all cases of promotions and layoffs when working forces are being decreased and recalls when working forces are increased, where employees are substantially equal in ability, which includes physical fitness, length of service in the bargaining unit in continuous City employment shall be the determining factor. Any determination made by the City on an employee's ability and physical fitness may be challenged by the employee and processed through the Grievance Procedure article of this Agreement.

Section 10.3. Consolidation or Elimination of Jobs. Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities, adoption of an automated process, shall be assigned to an equal or lower-rated job classification in accordance with the seniority principle of this Article.

Section 10.4. Reduction in Forces. Layoffs and recalls will be implemented according to Section 10.2 Seniority Principle, above. Employees removed from the affected classifications pursuant to Section 10.2 Seniority Principle, shall exercise their seniority, as defined in Section 10.1 Probationary Period and Section 10.2 Seniority Principle in any other classification in which they can perform work or can become qualified to perform work within ninety (90) working days if such seniority is great enough to obtain a job. The employee so displaced shall be the least senior employee in the classification. Employees bumped from any classification in accordance with these provisions shall exercise their seniority in the same manner in any classification in which they perform the work or can become qualified to perform work within ninety (90) working days. In the case of probationary employees, they shall be the first employees displaced.

Section 10.5. Promotions and Job Vacancies. Whenever a job vacancy develops or is expected to develop, the job will be posted

within five (5) business days whenever practical in a location designated by the City for a minimum of five (5) days exclusive of Saturdays, Sundays and Holidays for bid for the employees covered by this Agreement. Said vacancy shall be filled within one (1) month whenever practical. If more than one (1) employee bids for the vacancy, the City shall select the successful applicant in accordance with Section 10.2 Seniority Principle.

Employees with seniority may apply for posted job vacancies. Employees shall not be permitted to make more than one (1) successful bid in the exact position (job classification, days and hours) during any six (6) month period. Employees awarded a job posting will receive a qualification period of up to ninety (90) calendar days from the effective date of their transfer. During the qualification period, the employee must be able to demonstrate the basic requirements of the job with reasonable instruction. Employees who are so qualified cannot disqualify themselves once qualification occurs.

Any employee who accepts a promotion in accordance with the provisions of this Section and fails to demonstrate his or her ability to perform the work involved 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.

Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until an employee is transferred in accordance with this Section.

Section 10.6. 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 10.7. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (1) quits; or
- (2) is discharged; or
- (3) is absent for three (3) consecutive days without notifying his or her immediate supervisor; or
- (4) is on layoff for six (6) months plus one (1) additional month for each year of service up to a maximum of five (5) years. Seniority shall accumulate during such absence; or
- (5) is laid off and fails to report to 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
- (6) 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 or her timely return; or

- (7) any employee who is transferred or promoted to a position (whether or not supervisory) within the City, which is excluded from the bargaining unit, shall have the privilege of returning to his/her former position or its equivalent without loss of seniority, provided he/she so returns within the first fifteen (15) calendar days following such transfer or promotion.

Section 10.8. Seniority List. Once each six (6) months the City will furnish the Union with an up-to-date seniority list.

ARTICLE 11 WAGES AND ECONOMIC BENEFITS

Section 11.1. Wages. Effective May 1, 2018, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by 2% over the May 1, 2017 wage table. Said new rates are attached as Appendix B and C.

Effective May 1, 2019, the straight-time hourly wage rates for the employees covered by this Agreement will be increased by 2% over the May 1, 2018 wage table. Said new rates are attached as Appendix D and E.

Section 11.2. Cost-of-Living Protection. For the purpose of this Section, the Consumer Price Index (CPI) refers to the Revised Consumer Price Index for Urban Wage Earners & Clerical Workers-

-U.S. City Average--All items (1967 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor.

Section 11.3. Longevity Pay. Employees hired prior to April 30, 2019, shall receive in addition to the regular hourly rate, the following longevity plan will apply:

After 5 years of service	-	5%
After 10 years of service	-	7%
After 15 years of service	-	9%
After 20 years of service	-	11%
After 25 years of service	-	13%
After 30 years of service	-	15%

Anyone hired into City employment on May 1, 2019 or later shall not be eligible for longevity pay on their hourly rates. Excluded from the above longevity eligibility schedule are those currently or previously working in a part-time or seasonal capacity. The following longevity schedule shall apply to all full-time employees hired on or after May 1, 2019.

5 years - \$1,500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year.

10 years - \$2,300 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year.

15 years - \$2,800 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year.

20 years - \$3,300 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year.

25 years - \$3,800 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year.

30 years - \$4,300 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year.

Section 11.4. Uniforms.

New employees shall receive six (6) full sets of work apparel which include pants, shirts and/or t-shirts and two (2) (light or heavy weight) jackets or sweatshirts. The City will, at the employee's election, furnish two (2) Car-Hart type bibs, in lieu of regular coveralls. All items thereafter will be replaced on a wear-out basis according to the established allotment in the current contract for new employees. New employees in lieu of being reimbursed may request to have their work apparel purchased by a supervisor. New employees are required to identify which items they would like purchased during non-working hours. Items shall be placed on hold and later purchased by the Supervisor. New employees are limited to a single store for the purchase of all items.

Following the initial disbursement of work apparel, items will be replaced on a wear out basis according to the established allotment in the current contract for new employees. The employee shall provide to the Supervisor the item in question for reimbursement. Such item will not be returned to the employee. If approved, the employee will be reimbursed for the full amount with a current receipt.

It is understood that the cleaning, pressing, and laundry of said uniforms is the responsibility of the individual employee. Employees will not be allowed to shop on City time. Employee's should be clean and neat in appearance, wearing clothes and footwear suitable for their work and properly attired for their respective work environment. Some positions require long pants and safety certified boots as identified in Section 18.4 Safety Shoes. 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.

Where work conditions, including weather, require gloves, including lined leather gloves, the City will purchase, furnish, and replace gloves on a wear-out basis.

Section 11.5. Transportation for Meter Readers. Meter readers will be furnished transportation on their routes.

Section 11.6. Shift Differential. Any employees assigned to work the first (11:00 p.m.-7:00 a.m.) or third (3:00 p.m. -11:00 p.m.) shifts shall receive sixty cents (\$.60) per hour in addition to their hourly rate as set forth above.

Section 11.7. New Jobs. If a new job is created which would normally be occupied by a member of the bargaining unit during the life of this Agreement for which no wage rate exists, the parties shall meet for the purpose of discussing the wage rate which should be applicable to the new job.

Following the discussion, the City shall establish the rate of pay for the new job based upon a comparison of the duties, tasks, and responsibilities of the new job to the duties, tasks, and responsibilities of existing jobs occupied by members of the bargaining unit. Should the Union feel that the new rate is unreasonable based upon the comparative duties, tasks, and responsibilities, a grievance may be filed at the response Step 2 level. If the grievance is processed through arbitration, the decision of the arbitrator as to the new job rate shall be based upon a comparison of the duties, tasks, and responsibilities of the new job to those existing jobs occupied by members of the bargaining unit.

All existing classifications will remain in effect for the term of this Agreement. Wage rates for such classification shall be in accordance with Appendixes B-E.

Section 11.8. Flex Cash Participation. Nothing contained in this Agreement, particularly the wages provided for herein, 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 under the Agreement pursuant to a salary reduction agreement in order to participate in the City's Flex-Cash Plan.

Section 11.9. Out of Classification Pay. In the absence of the Lake Facilities Crewleader, Water Maintenance Crewleader, Water Meter Crewleader, Mechanic Crewleader and Chief Electrician for more than two (2) hours the next employee in that seniority line will

be eligible for out of classification pay. Out of classification pay will be the difference between the employee's normal hourly rate and the rate of the classification they are working.

Should a supervisor direct an employee to perform work for more than two (2) hours in length in a position above their current rate of pay, they will be paid the difference between the employee's normal hourly rate and the rate of the classification they are working. Should the employee be directed to perform work of a lower rated position the employee shall not have their wages reduced.

Section 11.10. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Human Resources Department. Upon receiving 60 days' notice from the City employees' pay shall be changed from a weekly to a bi-weekly pay period.

Section 11.11. Physical Fitness Reimbursement.

The City will pay up to one hundred and fifty dollars (\$150) towards the annual (12 month period) dues at any physical fitness center designated by the City. Employees must submit a receipt verifying their annual (12 month period) membership payment in order to be eligible.

ARTICLE 12 LEAVES OF ABSENCE

Section 12.1. Sick Leave.

Sick Leave Base and Accrual. Employees will be eligible for sick leave for their injury or illness or the injury or illness of a spouse or child. 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. Sick leave accrual shall run concurrently with the anniversary date of the employee and will be accrued at a rate of eight (8) hours each month up to a maximum of one hundred twenty (120) days or for those employees hired after December 31, 2016 sixty days (60) days.

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

Absence of More Than Three (3) Consecutive Days. For an absence of more than three (3) consecutive days, unless sick leave abuse is suspected, Human Resources will require the employee to submit a statement from a health care provider stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he

or she was absent from duty. In the case of an illness or disability of an employee's spouse or child which causes an absence by the employee of more than three (3) consecutive days unless sick leave abuse is suspected, Human Resources will require a statement from a health care provider stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. Human Resources may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the employee's Department Head and the Human Resources Director, the employee shall be entitled to sick leave pay in accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

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

Sick leave 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 re-

quired 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 indicated ability to work.

Retirement Health Saving Plan Eligible employees shall convert sick leave to a Retirement Health Saving Plan. Employees hired before March 25, 2013 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee shall convert accumulated unused sick leave up to a maximum of 1440 hours (960 hours of regular sick leave plus up to 480 hours of Supplemental Sick Leave) at their final hourly rate. The rate of conversion will be one hundred percent (100%) of any hours of accumulated unused sick leave. In order to be eligible for the 100% conversion, employees must contribute 100% of their eligible sick leave to

the Retirement Health Saving Plan. An employee need not have a full Regular Sick Leave bank to have it paid out at 100%. Regardless of the amount of Regular Sick Leave hours in an employee's bank, the maximum amount of Supplemental Sick Leave payable to them will be 480 hours. Any remaining sick leave will be eligible to be used as Creditable Service for IMRF.

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

Employees, hired on or prior to December 31, 2016, 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 re-

duced but shall not begin accruing again until such point as the employee again accrues one hundred twenty (120) days of sick leave.

Employees, hired after December 31, 2016, who have accumulated the maximum sick leave accrual of sixty (60) days may continue to accrue, for Illinois Municipal Retirement Fund creditable service purposes only, additional sick leave up to a maximum of one hundred twenty (120) sick days. It is understood between the parties that such additional accrual over sixty (60) 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 sixty (60) days is required to use sick leave which reduces the sixty (60) days amount, the amount of sick leave available for IMRF purposes shall not be reduced but shall not begin accruing again until such point as the employee again accrues the sixty (60) days of sick leave.

Sick Leave and FMLA To the extent that such employee or family members injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Section 12.2. Injury Leave.

Injury Leave. All employees who are otherwise eligible for sick leave and are injured on the job shall be paid to the extent of forty-five (45) working days for each new and separate injury, in addition to the use of sick leave. After all injury leave is used, the employee

may elect to use any sick leave, vacation or earned time due him or her at the time of injury. An employee's eligibility for payment of injury leave will be dependent upon a determination of the Illinois Industrial Commission, or by the applicable court if an appeal is taken from the Illinois 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 Workers' 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.

Period Not Covered by Workmen's Compensation. Charges shall be made against sick or injury leave accrued for any waiting period not covered by Workers' Compensation.

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 used. Employees who elect to use accrued benefits will receive six (6) hours job injury pay and two (2) hours charged to their accrued benefits for each eight (8) hours the employee remains on job injury leave.

Contested Injuries. Charges may be made against sick leave accrued, if any, in any case where the City is contesting that the injury occurred on the job. In the event that the Industrial Commission determines in favor of the employee, sick leave 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. 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.

Reports. All employees who are injured on the job must file an injury report with their Department Head the day of the accident. The City may require the injured to be seen by a licensed physician and a release to work shall be obtained.

No Effect Upon Workers' Compensation Act. The provisions of this Section shall not conflict with an employee's rights under the Workers' Compensation Act.

Section 12.3. Military Leave. Military Leave shall be granted in accordance with applicable law.

Section 12.4. Civil Leave. Any full-time employee who is called for jury duty will be eligible for civil leave and shall be excused from work for the hours/days on which he or she serves. He or she shall receive, for each day of civil leave 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 pay-

ment he or she receives for jury duty. The eligible employee will present proof of service and of the amount of pay received therefore.

Section 12.5. Bereavement Leave. Any eligible employee may be absent from work for a period of up to three (3) working days due to a death in the immediate family. In the administration of this section, 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 or stepchild; grandchild or step grandchild; or grandparents (on both sides). Department Heads shall have the authority to grant bereavement leave in hourly increments for situations other than listed above.

A non-probationary full-time employee shall be excused from work without loss of pay for such time as needed to serve as a pallbearer at the funeral of any retired or current Lodge 1000 member. This provision shall not apply to honorary pallbearers.

Section 12.6. Personal Convenience Leave. Each full-time employee will be granted 16 hours of Personal Convenience Leave each fiscal year on May 1st (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 the Department Head. Personal Convenience Leave may not be accumulated from one fiscal year to another. Personal Convenience Leave will not be paid out at the time of separation. New employ-

ees hired prior to October 31st of the fiscal year will be granted 16 hours of Personal Convenience Leave. Employees hired between November 1st and March 31st shall receive 8 hours of Personal Convenience Leave. Employees hired after March 31st will not be eligible for Personal Convenience Leave in the fiscal year in which they are hired.

Section 12.7. Inclement Weather. Employees may contact the Water Director if they are unable to report for work to their primary work location due to severe snow or ice conditions and they are requesting reassignment to another work location. If the Water Director determines there is available work and equipment, the employee shall report to the Division Street or Water Plant Facility, as directed.

In the event, the Water Director determines work is not available or the employee is unable to report to either location due to severe weather the employee may be granted an unpaid excused absence for the day.

Section 12.8. Emergency Leave. Employees may be eligible for up to eight (8) hours of Emergency Leave per fiscal year. Emergency Leave may be granted for a situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action. Such leave shall be at the Department Heads discretion and may be granted in fifteen (15) minute increments. Emergency Leave is not intended to be used in situations in which sick leave would be applied.

Section 12.9. 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. Effective January 1, 2015 qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 12.10. Wellness Day. In the spirit of promoting wellness employees will be eligible for one day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at any time during the next fiscal year with approval of their Department Head. Wellness Days cannot be rolled over into future years. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 12.11. Union Leave of Absence. In the event an employee accepts a full-time position with the Union, he or she may request an unpaid extended leave of absence from the City Manager. Such request shall not be unreasonably withheld. The City Manager may grant an unpaid 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 five (5) years. Only one employee may request such extended Union Leave of Absence at a time. Upon return from an extended Union Leave of absence the employee returning will be placed in the least senior union employee's position for which the returning employee is qualified. Em-

employees taking an extended Union Leave of Absence shall continue to accrue seniority, not longevity or City credits for leave time as described below.

In addition, employees can request an unpaid union leave of absence from the Department Head for a maximum of thirty (30) days per calendar year, consecutive or not, to attend official union business provided that the request is submitted at least two (2) weeks in advance, if at all possible. A determination will be made by the Department Head based on the staffing and operational needs of the department. A request for this leave shall not be unreasonably withheld. An employee who returns to work from a leave of absence shall return to his or her former job. Only two employees may request such unpaid leave of absence (max 30 days) at a time.

Employees on an unpaid union leave may not accrue sick leave, vacation leave or personal days for the duration of their leave. Employees may opt to continue City health insurance coverage, including dependent coverage, by paying the total cost of such coverage for the duration of their leave. Continuation of other benefits will be governed in accordance with the terms of each benefit plan. Employee's anniversary date will be adjusted accordingly.

During the employee's approved leave of absence, their position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of another bargaining unit employee.

ARTICLE 13 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, 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 expressed written provisions of this Agreement.

ARTICLE 14 GENERAL PROVISIONS

Section 14.1. No Discrimination. Neither the City nor the Union shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, sex, race, age, color, religion, or national origin.

Section 14.2. 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 14.3. 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 employees can request to have records removed from their personnel file. Such records shall be produced as required for litigation and for responses to Freedom of Information Act requests.

ARTICLE 15 UNION BULLETIN BOARDS

The City will make available one bulletin board at each of the Water Department's installations to be used for the posting of notices of Union meetings, Union elections, and other official Union activities provided, however, that no notices of a political or inflammatory nature shall be posted. All notices will be submitted to the Department Head for posting.

ARTICLE 16 GROUP INSURANCE PLAN

Health Insurance.

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 2018 Agreement, at its sole discretion.

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

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

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2018 contract ratification date will be grandfathered (see Appendix F).

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.

Dental Insurance. The City will offer a group dental insurance plan. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent coverage. In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Dental Insurance Plan.

Vision Insurance. The City will offer a group vision insurance plan. The City agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage. In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Vision Insurance Plan.

Life Insurance. The City agrees to provide \$50,000 in group term life insurance for full-time employees.

ARTICLE 17 PENSION PLAN

Employee pensions shall be as regulated by the Illinois Municipal Retirement Fund.

ARTICLE 18 SAFETY

Section 18.1. Safety Apparel Furnished. When the City requires safety devices and special protective wearing apparel, it will be furnished without cost to the employees except as noted below.

Section 18.2 Safety Committee. The parties agree to have a joint safety committee which shall include at least two (2) members of the bargaining unit Water Department, one from the lake and one from in town, and one (1) member from the bargaining unit Public Works Department. The Union will provide in writing to the Department Heads the members appointed to the Department Lodge 1000 Safety Committee. This Committee shall make recommendations including but not limited to conditions which do not meet OSHA standards.

Section 18.3. Unsafe Equipment or Conditions. An employee may refuse to operate any unsafe vehicle or equipment or work in abnormally dangerous conditions; provided, that such employee shall immediately notify his or her supervisor of the nature of the unsafe condition of the vehicle or equipment or the nature of the abnormally dangerous condition.

Section 18.4. Safety Shoes. The City will pay \$300 each May to employees on payroll for the purpose of purchasing safety boots or walking shoes. The Electricians and Chief Electricians shall have ASTM 2413-11 I/75 C/75 “EH” rated shoes. All other employees with exception of Meter Readers shall have ASTM 2413-11 I/75 C/75 rated shoes. Employees are not allowed to shop on City time.

ARTICLE 19 CELLPHONES

The City, at its option, may provide cell phones to employees.

ARTICLE 20 LICENSES AND CERTIFICATIONS

Section 20.1. Bonus to Employees Obtaining CDL's. The City agrees to make a one-time payment of Thirty Dollars (\$30.00) to employees covered by this Agreement if such employee obtains a Commercial Driver's License (CDL). A photocopy of the CDL will be delivered to the Human Resources Department as verification for payment. Employees who have received a Thirty Dollar (\$30.00) CDL bonus under the 1990-1992 Agreement shall not be eligible for any additional Thirty Dollar (\$30.00) bonus.

Section 20.2. Renewal of a CDL License. The City agrees at the time of renewal of a CDL license they will reimburse the employee the difference in cost of a CDL license and the cost of a regular driver's license.

Section 20.3. Positions that require a CDL License.

The following positions covered under this Agreement are required to maintain a CDL license: Chief Electrician, City Electrician, Water

Maintenance Crew Leader, Water Maintenance Worker, Pump Station Maintenance Relief, Pump Station Maintenance Crewleader, Mechanic Crewleader, Utility Worker, Lake Facilities Crew Leader and Equipment Operator I. This Section does not prevent the City from requiring a CDL License for existing or new positions in the future.

Section 20.4. Assignments Requiring Class "A" CDL. Any time the City requires pulling or moving a piece of City equipment which requires a Class "A" license for operation, the City shall limit the assignment of this task to persons having their Class "A" license using the seniority principle as set forth in Section 10.2 Seniority Principle of this Agreement.

Section 20.5. Costs of Securing a Class "A" CDL. In the event that no existing employee covered by this Agreement secures a Class "A" CDL voluntarily, the City has the right to request that an employee obtain a Class "A" CDL. The City will make the request considering the seniority principle and the needs of the Department. The City agrees to pay one hundred percent (100%) of the costs of the Class "A" CDL secured in this circumstance.

Section 20.6. Use of Other City Employees for CDL Purposes. In the event that equipment needs to be moved or pulled that requires the Class "A" CDL to operate and, for whatever reason, an operator is not available using an employee covered under this Agreement, the City may utilize any other City employee having

such license. The assignment outside the bargaining unit is not grievable.

Section 20.7. Bonus for Actual Driving Time for CDL Equipment. The City agrees to pay the operator of equipment requiring the Class "A" CDL a bonus of Two Dollars (\$2.00) over the base rate for such actual driving time as is required to complete the move, and further guarantees a minimum of one (1) hour of bonus pay.

Section 20.8. Water & IMSA Certification Pay. The City will pay Water Department employees represented by this Agreement 10 cents per hour to an employee that has a Class "D" Water Certification License and an additional 10 cents per hour for an employee that has a Class "A" Water Certification License. The City will pay Electricians represented by this Agreement 10 cents per hour for an IMSA level one certification and an additional 10 cents per hour for an IMSA level two certification. The City agrees to reimburse the employee for the cost of the renewal of their Water and IMSA certifications.

Section 20.9. Colilert Certification. The City will pay Laboratory Technician, Water Plant Operators and Water Plant Operators/Relief 20 cents per hour upon receiving their Colilert Certification. This certification is a requirement of the above listed position. Employees must obtain such certifications within six (6) months of their date of transfer into the above listed positions or during their probationary period whichever is greater. Employees who currently

hold one of the above listed positions are not required to hold this certification unless they vacate the position.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of Lodge 1000 shall meet monthly with management of the Water and/or Public Works Department upon request from either party. Meetings shall be scheduled at a time, place and date mutually agreed upon. These meetings may be attended by a representative of the International Association of Machinists and Aerospace Workers, AFL-CIO.

ARTICLE 22 MANAGED COMPETITION

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the parties recognize that in the interests of efficiency or economy, a managed competition process may be implemented. After evaluation through the managed competition process if the City chooses an option which results in a significant deviation from past practice and where the implementation of the process will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to negotiate the decision to subcontract such work, provided:

- (a) If the Union desires to negotiate, it shall provide the City with written notification no later than ten (10) business days

following receipt of the City's notice. Failure to timely request negotiations will entitle the City to proceed with subcontracting.

(b) Such negotiations shall begin not less than ten (10) business days following the date the City receives the Union's demand to bargain under this Section, unless mutually agreed otherwise.

(c) Such negotiations conclude not later than sixty (60) calendar days after the City's original notice to the Union, absent mutual agreement otherwise. Absent conclusion of such negotiations in a timely manner, the City may proceed to implement such decision.

The impact or effects of such decision have been pre-bargained and the parties have agreed that any non-probationary employee who is laid off as a result of the City's decision to subcontract out work pursuant to this Article shall:

- (a) Be paid for any earned but unused vacation and personal days. In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;
- (b) Remain on the City's recall list for a minimum of two (2) years plus one (1) additional month for each year of service up to a maximum of five (5) years. Seniority shall accumulate during such absence.
- (c) Be eligible to bid on posted City positions while on the recall list and provided the employee has the required knowledge, skill and ability be given preference over non-City applicants and current non-full time employees, provided such is not in violation of any City collective bargaining agreement.

Nothing herein is intended to erode the layoff provisions contained elsewhere in this Agreement.

ARTICLE 23 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 by 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.

ARTICLE 24 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 statutes of law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 25 TERM OF AGREEMENT

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

This Agreement shall become effective on May 1, 2018, and shall remain in full force and effect until April 30, 2020, and shall be automatically renewed from year to year thereafter unless written notice of desire to terminate or modify said Agreement is given by either party ninety (90) days prior to the expiration date set forth above or each yearly period thereafter, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of October, 2018.

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

/s/ Gene Stead
/s/ Tom Hall
/s/ Tom Hall
/s/ Cliff H. Harey
/s/ Sasha K...

CITY OF BLOOMINGTON, ILLINOIS:

/s/ Ken Koth
/s/ Robert D. ...
/s/ ...
/s/ Brown

APPENDIX “A” Letter of Understanding – Job Description and Qualifications

The City of Bloomington and the International Association of Machinists and Aerospace Workers, District 9, agree to meet no later than 3 months from the signing of the 2018 Collective Bargaining Agreement to discuss job descriptions and qualifications for positions covered in this Agreement.

APPENDIX “B” Wage Table - May 1, 2018

Lodge 1000									
Wage Tables Effective 5/1/2018									
For Employees hired after July 17, 2014									
			Base	5	10	15	20	25	30
OPERATIONS ASST			\$ 24.38	\$ 25.60	\$ 26.09	\$ 26.57	\$ 27.06	\$ 27.55	\$ 28.04
UTILITY WORKER			\$ 25.48	\$ 26.75	\$ 27.26	\$ 27.77	\$ 28.28	\$ 28.79	\$ 29.30
WTR MTR READER			\$ 26.20	\$ 27.51	\$ 28.03	\$ 28.56	\$ 29.08	\$ 29.61	\$ 30.13
EQUIPMENT OP I			\$ 26.45	\$ 27.77	\$ 28.30	\$ 28.83	\$ 29.36	\$ 29.89	\$ 30.42
WTR MNT WRKR			\$ 26.45	\$ 27.77	\$ 28.30	\$ 28.83	\$ 29.36	\$ 29.89	\$ 30.42
PUMP STAT MAINT			\$ 27.50	\$ 28.88	\$ 29.43	\$ 29.98	\$ 30.53	\$ 31.08	\$ 31.63
WTR METER SERV			\$ 27.50	\$ 28.88	\$ 29.43	\$ 29.98	\$ 30.53	\$ 31.08	\$ 31.63
ASST MNT CRWLDR			\$ 28.46	\$ 29.88	\$ 30.45	\$ 31.02	\$ 31.59	\$ 32.16	\$ 32.73
LAB TECH			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
WTR PLANT OP			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
WTR PLANT OP/R			\$ 28.84	\$ 30.28	\$ 30.86	\$ 31.44	\$ 32.01	\$ 32.59	\$ 33.17
LAKE FAC CRWLDR			\$ 29.10	\$ 30.56	\$ 31.14	\$ 31.72	\$ 32.30	\$ 32.88	\$ 33.47
MECHANIC			\$ 29.69	\$ 31.17	\$ 31.77	\$ 32.36	\$ 32.96	\$ 33.55	\$ 34.14
WTR MNT CRWLDR			\$ 30.03	\$ 31.53	\$ 32.13	\$ 32.73	\$ 33.33	\$ 33.93	\$ 34.53
JULIE CRWLDR			\$ 30.03	\$ 31.53	\$ 32.13	\$ 32.73	\$ 33.33	\$ 33.93	\$ 34.53
WTR METR CRWLDR			\$ 30.44	\$ 31.96	\$ 32.57	\$ 33.18	\$ 33.79	\$ 34.40	\$ 35.01
PMP STN CRLDR			\$ 31.73	\$ 33.32	\$ 33.95	\$ 34.59	\$ 35.22	\$ 35.85	\$ 36.49
MECHANIC CRWLDR			\$ 31.73	\$ 33.32	\$ 33.95	\$ 34.59	\$ 35.22	\$ 35.85	\$ 36.49
CTY ELECTRICIAN			\$ 32.14	\$ 33.75	\$ 34.39	\$ 35.03	\$ 35.68	\$ 36.32	\$ 36.96
CHF ELECTRICIAN			\$ 35.40	\$ 37.17	\$ 37.88	\$ 38.59	\$ 39.29	\$ 40.00	\$ 40.71
* Employees hired on or after May 1, 2019 will not be eligible for longevity pay to be included in their hourly rate.									

APPENDIX “C” Wage Table - May 1, 2018

Lodge 1000								
Wage Tables Effective 5/1/2018								
For Employees hired prior to July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 26.16	\$ 27.47	\$ 27.99	\$ 28.51	\$ 29.04	\$ 29.56	\$ 30.08
UTILITY WORKER		\$ 27.34	\$ 28.71	\$ 29.25	\$ 29.80	\$ 30.35	\$ 30.89	\$ 31.44
WTR MTR READER		\$ 28.14	\$ 29.55	\$ 30.11	\$ 30.67	\$ 31.24	\$ 31.80	\$ 32.36
EQUIPMENT OP I		\$ 28.39	\$ 29.81	\$ 30.38	\$ 30.95	\$ 31.51	\$ 32.08	\$ 32.65
WTR MNT WRKR		\$ 28.39	\$ 29.81	\$ 30.38	\$ 30.95	\$ 31.51	\$ 32.08	\$ 32.65
PUMP STAT MAINT		\$ 29.51	\$ 30.99	\$ 31.58	\$ 32.17	\$ 32.76	\$ 33.35	\$ 33.94
WTR METER SERV		\$ 29.51	\$ 30.99	\$ 31.58	\$ 32.17	\$ 32.76	\$ 33.35	\$ 33.94
ASST MNT CRWLDR		\$ 30.55	\$ 32.08	\$ 32.69	\$ 33.30	\$ 33.91	\$ 34.52	\$ 35.13
LAB TECH		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
WTR PLANT OP		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
WTR PLANT OP/R		\$ 30.97	\$ 32.52	\$ 33.14	\$ 33.76	\$ 34.38	\$ 35.00	\$ 35.62
LAKE FAC CRWLDR		\$ 31.24	\$ 32.80	\$ 33.43	\$ 34.05	\$ 34.68	\$ 35.30	\$ 35.93
MECHANIC		\$ 31.88	\$ 33.47	\$ 34.11	\$ 34.75	\$ 35.39	\$ 36.02	\$ 36.66
WTR MNT CRWLDR		\$ 32.25	\$ 33.86	\$ 34.51	\$ 35.15	\$ 35.80	\$ 36.44	\$ 37.09
JULIE CRWLDR		\$ 32.25	\$ 33.86	\$ 34.51	\$ 35.15	\$ 35.80	\$ 36.44	\$ 37.09
WTR METR CRWLDR		\$ 32.68	\$ 34.31	\$ 34.97	\$ 35.62	\$ 36.27	\$ 36.93	\$ 37.58
PMP STN CRLDR		\$ 34.08	\$ 35.78	\$ 36.47	\$ 37.15	\$ 37.83	\$ 38.51	\$ 39.19
MECHANIC CRWLDR		\$ 34.08	\$ 35.78	\$ 36.47	\$ 37.15	\$ 37.83	\$ 38.51	\$ 39.19
CTY ELECTRICIAN		\$ 34.52	\$ 36.25	\$ 36.94	\$ 37.63	\$ 38.32	\$ 39.01	\$ 39.70
CHF ELECTRICIAN		\$ 38.02	\$ 39.92	\$ 40.68	\$ 41.44	\$ 42.20	\$ 42.96	\$ 43.72

APPENDIX “D” Wage Table - May 1, 2019

Lodge 1000								
Wage Tables Effective 5/1/2019								
For Employees hired after July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 24.87	\$ 26.11	\$ 26.61	\$ 27.11	\$ 27.61	\$ 28.10	\$ 28.60
UTILITY WORKER		\$ 25.99	\$ 27.29	\$ 27.81	\$ 28.33	\$ 28.85	\$ 29.37	\$ 29.89
WTR MTR READER		\$ 26.72	\$ 28.06	\$ 28.59	\$ 29.12	\$ 29.66	\$ 30.19	\$ 30.73
EQUIPMENT OP I		\$ 26.98	\$ 28.33	\$ 28.87	\$ 29.41	\$ 29.95	\$ 30.49	\$ 31.03
WTR MNT WRKR		\$ 26.98	\$ 28.33	\$ 28.87	\$ 29.41	\$ 29.95	\$ 30.49	\$ 31.03
PUMP STAT MAINT		\$ 28.05	\$ 29.45	\$ 30.01	\$ 30.57	\$ 31.14	\$ 31.70	\$ 32.26
WTR METER SERV		\$ 28.05	\$ 29.45	\$ 30.01	\$ 30.57	\$ 31.14	\$ 31.70	\$ 32.26
ASST MNT CRWLDR		\$ 29.03	\$ 30.48	\$ 31.06	\$ 31.64	\$ 32.22	\$ 32.80	\$ 33.38
LAB TECH		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
WTR PLANT OP		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
WTR PLANT OP/R		\$ 29.42	\$ 30.89	\$ 31.48	\$ 32.07	\$ 32.66	\$ 33.24	\$ 33.83
LAKE FAC CRWLDR		\$ 29.68	\$ 31.16	\$ 31.76	\$ 32.35	\$ 32.94	\$ 33.54	\$ 34.13
MECHANIC		\$ 30.28	\$ 31.79	\$ 32.40	\$ 33.01	\$ 33.61	\$ 34.22	\$ 34.82
WTR MNT CRWLDR		\$ 30.63	\$ 32.16	\$ 32.77	\$ 33.39	\$ 34.00	\$ 34.61	\$ 35.22
JULIE CRWLDR		\$ 30.63	\$ 32.16	\$ 32.77	\$ 33.39	\$ 34.00	\$ 34.61	\$ 35.22
WTR METR CRWLDR		\$ 31.05	\$ 32.60	\$ 33.22	\$ 33.84	\$ 34.47	\$ 35.09	\$ 35.71
PMP STN CRLDR		\$ 32.36	\$ 33.98	\$ 34.63	\$ 35.27	\$ 35.92	\$ 36.57	\$ 37.21
MECHANIC CRWLDR		\$ 32.36	\$ 33.98	\$ 34.63	\$ 35.27	\$ 35.92	\$ 36.57	\$ 37.21
CTY ELECTRICIAN		\$ 32.78	\$ 34.42	\$ 35.07	\$ 35.73	\$ 36.39	\$ 37.04	\$ 37.70
CHF ELECTRICIAN		\$ 36.11	\$ 37.92	\$ 38.64	\$ 39.36	\$ 40.08	\$ 40.80	\$ 41.53
* Employees hired on or after May 1, 2019 will not be eligible for longevity pay to be included in their hourly rate.								

APPENDIX “E” Wage Table - May 1, 2019

Lodge 1000								
Wage Tables Effective 5/1/2019								
For Employees hired prior to July 17, 2014								
		Base	5	10	15	20	25	30
OPERATIONS ASST		\$ 26.68	\$ 28.01	\$ 28.55	\$ 29.08	\$ 29.61	\$ 30.15	\$ 30.68
UTILITY WORKER		\$ 27.89	\$ 29.28	\$ 29.84	\$ 30.40	\$ 30.96	\$ 31.52	\$ 32.07
WTR MTR READER		\$ 28.70	\$ 30.14	\$ 30.71	\$ 31.28	\$ 31.86	\$ 32.43	\$ 33.01
EQUIPMENT OP I		\$ 28.96	\$ 30.41	\$ 30.99	\$ 31.57	\$ 32.15	\$ 32.72	\$ 33.30
WTR MNT WRKR		\$ 28.96	\$ 30.41	\$ 30.99	\$ 31.57	\$ 32.15	\$ 32.72	\$ 33.30
PUMP STAT MAINT		\$ 30.10	\$ 31.61	\$ 32.21	\$ 32.81	\$ 33.41	\$ 34.01	\$ 34.62
WTR METER SERV		\$ 30.10	\$ 31.61	\$ 32.21	\$ 32.81	\$ 33.41	\$ 34.01	\$ 34.62
ASST MNT CRWLDR		\$ 31.16	\$ 32.72	\$ 33.34	\$ 33.96	\$ 34.59	\$ 35.21	\$ 35.83
LAB TECH		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
WTR PLANT OP		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
WTR PLANT OP/R		\$ 31.59	\$ 33.17	\$ 33.80	\$ 34.43	\$ 35.06	\$ 35.70	\$ 36.33
LAKE FAC CRWLDR		\$ 31.86	\$ 33.45	\$ 34.09	\$ 34.73	\$ 35.36	\$ 36.00	\$ 36.64
MECHANIC		\$ 32.52	\$ 34.15	\$ 34.80	\$ 35.45	\$ 36.10	\$ 36.75	\$ 37.40
WTR MNT CRWLDR		\$ 32.90	\$ 34.55	\$ 35.20	\$ 35.86	\$ 36.52	\$ 37.18	\$ 37.84
JULIE CRWLDR		\$ 32.90	\$ 34.55	\$ 35.20	\$ 35.86	\$ 36.52	\$ 37.18	\$ 37.84
WTR METR CRWLDR		\$ 33.33	\$ 35.00	\$ 35.66	\$ 36.33	\$ 37.00	\$ 37.66	\$ 38.33
PMP STN CRLDR		\$ 34.76	\$ 36.50	\$ 37.19	\$ 37.89	\$ 38.58	\$ 39.28	\$ 39.97
MECHANIC CRWLDR		\$ 34.76	\$ 36.50	\$ 37.19	\$ 37.89	\$ 38.58	\$ 39.28	\$ 39.97
CTY ELECTRICIAN		\$ 35.21	\$ 36.97	\$ 37.67	\$ 38.38	\$ 39.08	\$ 39.79	\$ 40.49
CHF ELECTRICIAN		\$ 38.78	\$ 40.72	\$ 41.49	\$ 42.27	\$ 43.05	\$ 43.82	\$ 44.60

APPENDIX “F” Grandfathered Employees

The following employees are grandfathered employees as identified in Article 16 Group Insurance Plan.

ALWOOD	ANTHONY
CARTER	JIM
COX	JOSHUA
GAREY	CHAD
HOENIGES	RICHARD
KANE	CHRISTOPHER
MAGANA GUTIERREZ	ISRAEL
MICHALSKI	JASON
MOORE	BRANDON
PETERSON	TIMOTHY
POWELL	JEREMIAH
SHERRILL	DENNIS
SPENCE	SAMUEL
TEEPLES	JEREMY
TOLEDO	OSMEL