



MEMORANDUM

**TO:** Heather Whitlow  
**FROM:** Philippa Guthrie  
**DATE:** December 27, 2018  
**RE:** AFSCME Contract for 2019-2022

Tracking No.: 18-~~702~~ 77

Funding Source: General Fund

Total Dollar Amount of Contract: N/A

Expiration Date of Contract: 12/31/2022

Renewal Date for Contract: N/A

Department Head Initials of Approval: *AMG*

Due Date For Signature: Already Signed

Record Destruction Date (Legal Dept to fill in): Archive

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Philippa Guthrie

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Steve Robertson, Utilities

**Summary of Contract:**

This is the new AFSCME contract governing the AFSCME union members' salaries and benefits for 2019-2022.

**WORK AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**AND**  
**LOCAL 2487 CBME,**  
**A.F.S.C.M.E.**

**EFFECTIVE: JANUARY 1, 2019**

**EXPIRATION DATE: DECEMBER 31, 2022**

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## WORK AGREEMENT

### **ARTICLE 1. Parties**

This Agreement is entered into between the City of Bloomington, Indiana, hereinafter referred to as "COB" and Local 2487 American Federation of State, County and Municipal Employees (AFL-CIO AFSCME Council 962) Union, hereinafter referred to as "Union". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working relationship between the parties hereto, to provide an orderly means of resolving any differences which may arise, and set forth herein the full and complete agreement between the parties. Where this Agreement is silent as to a particular workplace issue, the City's Personnel Manual shall be referenced; however, the Personnel Manual shall not supersede this Agreement on matters addressed herein.

### **ARTICLE 2. Period of Agreement**

This Agreement shall take effect on January 1, 2019, and shall continue in full force and effect between the COB and the Union through December 31, 2022. However, if any portion of this Agreement is found to be invalid, the remainder will continue in effect and the parties may renegotiate the invalid portion. The parties agree to set mutually acceptable times in 2022, commencing no later than May 1, 2022, to negotiate a new agreement to take effect January 1, 2023. In the event that a new agreement is not reached upon expiration of this Agreement, then the terms and conditions of this Agreement shall remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

### **ARTICLE 3. Purpose and General Conditions**

This Agreement between the Union and COB is intended to outline as a goal certain relationships between Union and COB in their working relationship. It is understood that certain of the provisions involved, for example, the questions of wages and The City of Bloomington budget, are subject to the approval of the Bloomington Common Council and the Indiana State Board of Tax Commissioners. Other provisions, for example, paid time off, are beyond the capability of the signatories to determine as they are already regulated by the Bloomington Municipal Code and other documents. It is understood that the representatives of COB will make every good faith effort to implement the understandings in this Agreement, including presenting the wage provisions agreed to, to the Common Council, and where necessary requesting amendments to the Bloomington Municipal Code and other documents, but that the final authority on the above-mentioned matters lies elsewhere and in those respects this Agreement is not legally binding on COB.

This Agreement constitutes a four (4) year settlement of all issues for the calendar years 2019, 2020, 2021 and 2022 between the COB and the Union. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

- (A) Receipt in each and every year of the Agreement by the Civil City of Bloomington of no less than one million, two-hundred and fifty thousand dollars (\$1,250,000.00) from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement".
- (B) The City of Bloomington being legally authorized in each and every year of the Agreement to increase its ad valorem property tax by a minimum of at least a three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total nonfarm personal income multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year 2009) as provided for and defined in Ind. Code § 6-1.1-18.5 *et seq.* entitled "Civil Property Tax Controls." The COB shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its ad valorem property tax levies in the above stated amounts.
- (C) Receipt in each and every year of the Agreement by the City of Bloomington of no less than eight million dollars (\$8,000,000.00) as local income tax distribution as provided for and defined in Ind. Code 6-3.6-1-1 *et seq.* entitled "Local Income Tax".
- (D) Any and all changes in State and/or Federal law, policies, procedures or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the above-stated conditions does not occur, then it is expressly understood and agreed by the parties that the COB may declare this Agreement open with respect to the salary rates provided for all subsequent years covered by this Agreement. The COB shall inform the Union of such declaration in writing. In the event of such declaration by the COB, the parties shall as immediately as practicable begin new negotiations on the subject of said salary rates only.

#### **ARTICLE 4. Management Rights**

COB shall have responsibility and authority to manage and direct on behalf of the public operations and activities of the public agency to the full extent authorized by law. Such responsibility and authority shall include but not be limited to the right of the COB to:

- (A) Direct the work of its employees;
- (B) Establish policy;
- (C) Hire, promote, demote, transfer, assign and retain employees;
- (D) Suspend or discharge the employees in accordance with applicable law;
- (E) Maintain the efficiency of public operation;
- (F) Relieve its employees from duties because of lack of work or other legitimate reason;
- (G) Design and implement a comprehensive safety program for all employees; and,
- (H) Take actions necessary to carry out the mission of the public agency as provided by law.

#### **ARTICLE 5. Employees' Rights**

Public employees shall have the right to form, join, and/or assist similar employee organizations for the purpose of asserting their legitimate right to participation in the decisions which affect the terms and conditions of their employment.

In order to accomplish this end, Union affirmatively asserts--on behalf of its members--the right and responsibility to:

- (A) Engage in collective bargaining with public employers and their authorized representatives for the purpose of establishing, maintaining, and/or improving both the terms and the conditions of employment; and
- (B) Engage, individually or in concert, in any and all legal activities which may become necessary to insure that any such policies negotiated by the parties regarding terms and conditions of employment be rigorously maintained.

#### **ARTICLE 6. Union Recognition**

- (A) COB agrees to recognize Local 2487, AFSCME Council 962, AFL-CIO, as the exclusive bargaining agent for a unit consisting of the following: All employees except police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time, temporary, and special employees.

- (B) COB retains the right to determine and designate which employees are police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time, temporary or special employees. Such determination and designation shall be in conformity with the definitions in Article 7 and any deviation shall be grounds for grievance.

#### **ARTICLE 7. Definitions**

- (A) "Bargain Collectively" shall mean the performance of the mutual obligation of the COB through its chief executive officer or his/her designee and the designees of the exclusive representative to meet at reasonable times, including meetings in advance of the budget-making process, and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- (B) "Clerical" means (1) any employee engaged primarily with the maintenance, production, transcription of books, documents, records, or any other paper, for example: bookkeepers, clerks, secretaries, and stenographers; and (2) any employee engaged primarily as an intermediary between the public and other officials, for example: receptionists and telephone operators.
- (C) "COB" means the City of Bloomington, including without limitation, any board, commission, council or other authority established by law or ordinance. "COB" also includes without limitation, the Utilities Department, the Parks Board, and any other agencies or institutional arrangements of the City of Bloomington.
- (D) "Confidential Employee" means an employee whose unrestricted access to confidential files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make his/her membership in an employee organization incompatible with his/her official duties.
- (E) "Employee" means any member of the Bargaining Unit, and shall include any individual whose work has ceased as a consequence of, or in connection with, any unfair labor practice or concerted employee action.
- (F) "Employees' Organizations" means any organization of any kind which exists for the purpose of dealing with employees concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of employment.



- (G) “Exclusive Representative” means the Union that is a party to this Agreement.
- (H) “Firefighter” means any person appointed to the Bloomington Fire Department by the Board of Public Safety, pursuant to Title 36 of the Indiana Code.
- (I) “Labor Dispute” includes any controversy concerning terms or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment.
- (J) “Mate with whom the employee resides” means an individual who is in a committed relationship of indefinite duration with an employee in the bargaining unit covered by this Agreement, with an exclusive mutual commitment similar to that of marriage. The partners share the necessities of life and agree to be financially responsible for each other’s well-being, including basic living expenses. The individuals are not married to anyone else, reside within the same residence, do not have another domestic partner or mate, and are not related by blood.
- (K) “Person” includes one or more individuals, employees' organization, employees, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy or receivers.
- (L) “Police Officer” means any person appointed to the Bloomington Police Force by the Board of Public Safety, pursuant to Title 36 of the Indiana Code.
- (M) “Professional Employee” means any employee engaged in work (1) predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (2) involving the consistent exercise of discretion and judgment in their performance; (3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a fixed period of time; (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical work.
- (N) “Registered Domestic Partner” shall have the same meaning as the City of Bloomington Personnel Manual, including any future modifications of the Manual.
- (O) “Regular Full-Time Employee” means all employees who are regularly scheduled to work a minimum of thirty-five (35) hours per calendar week and whose term of

employment is intended to exceed nine (9) consecutive months.

- (P) "Regular Part-Time Employee" means all employees who are regularly scheduled to work not less than twenty (20) hours per week nor more than thirty-four (34) hours per calendar week and whose term of employment is intended to exceed nine (9) consecutive months. However, Regular Part-Time Employees may work in excess of thirty-four (34) hours per calendar week, provided that all full-time employees in the seniority unit have refused overtime.
- (Q) "Special Employee" means those employees who occupy job positions which may from time-to-time be created as a result of grants or supplemental assistance, grants-in-aid or other such purposes.
- (R) "Strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any concerted manner interfering with the operation of the COB as defined in Article 4 of this Agreement for any purpose.
- (S) "Supervisor" means any individual having authority, in the interest of the COB, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees; or responsible to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- (T) "Technical" means any employee engaged in work requiring knowledge and training in a specialized complex procedure or operation as opposed to routine mental, manual, mechanical or physical work.
- (U) "Temporary Full-Time Employee" means all employees who are regularly scheduled to work a minimum of thirty-five (35) hours but not more than forty (40) hours per calendar week and whose term of employment shall expire on or before the last day of the ninth consecutive month of employment, except when a longer term is necessary because the temporary employee is replacing a Regular Full-Time employee on a leave of absence longer than nine (9) months. However, Temporary Full-Time employees may work in excess of forty (40) hours per calendar week, provided that all full-time employees in the seniority unit have refused overtime.
- (V) "Temporary Part-Time Employee" means all employees who are regularly scheduled to work less than twenty (20) hours per calendar week and all employees who are scheduled to work between twenty (20) hours per week but

not more than thirty-four (34) hours per calendar week and whose employment shall expire on or before the last day of the ninth consecutive month of employment, except when a longer term is necessary because the temporary employee is replacing a Regular Part-Time employee on a leave of absence longer than nine (9) months. However, Temporary Part-Time Employees may work in excess of thirty-four (34) hours per calendar week, provided that all full-time employees in the seniority unit have refused overtime.

(W) "Unfair Labor Practices":

(1) It shall be an unfair practice for the COB to:

- (a) Interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Article 5 of this Agreement;
- (b) Dominate, interfere with or assist in the formation or administration of any employees' organization, or contribute financial or other support to it: Provided, that subject to rules and regulations made and published by the board pursuant to this Article an employer shall not be prohibited from permitting employees to confer with him during work hours without loss of time or pay;
- (c) Discriminate in regard to hiring or condition of employment to encourage or discourage membership in any employees' organization;
- (d) Discharge or otherwise discriminate against an employee because he/she has filed a complaint, affidavit, petition or given any information or testimony under this Agreement;
- (e) Refuse to bargain collectively in good faith with an exclusive representative recognized under the circumstances of this Agreement; or
- (f) Fail or refuse to comply with any provision of this Agreement.

(2) It shall be an unfair labor practice for the Union or its agents to:

- (a) Restrain or coerce employees in the exercise of the rights guaranteed in Article 5;
- (b) Restrain or coerce COB in the selection of its representative for the purpose of collective bargaining or the adjustment of grievances;
- (c) Cause or attempt to cause COB to discriminate against an employee in violation of section (1)(c) of the Article;
- (d) Refuse to bargain collectively in good faith with COB, if the employees' organization is the exclusive representative; or
- (e) Fail or refuse to comply with any provision of this section.

## **ARTICLE 8. Union Membership, Dues and Representation Fee Checkoff**

Upon becoming eligible for Union membership, employees in the bargaining unit shall decide whether or not they wish Union membership. Such decisions will be voluntary and will not be a condition of employment with the COB. The parties agree that no coercion will be applied in an attempt to force an employee to join or not to join the Union against the employee's will. However, the parties mutually recognize the obligation of employees in the bargaining unit who are not members of the Union to pay representation fees to the Union, as provided for and limited by this Article.

- (A) Upon receipt of voluntary, written, reasonably current, signed authorizations from employees in such form as complies with the laws of Indiana, who are covered by the Agreement between the COB and Union and are members of Union, COB shall deduct each month from the earnings of each of said employees an amount representing his/her regular monthly Union dues for the preceding month, as specified by Union, and shall remit such monies, together with appropriate records, to a designated Union official. Any such authorization may be revoked by the employee giving written notice to COB. The COB shall notify the President of Local 2487, AFSCME, at such time that an employee revokes any authorization to deduct dues from his/her payroll check. This notice shall be timely and shall not exceed ten (10) days.
- (B) The COB and the Union agree that all members of the bargaining unit who are not also members of the Union have an obligation to pay a representation fee to the Union. Said fee shall not exceed full Union dues less amounts expended for political, ideological, organizational or other activities of the Union unrelated to collective bargaining, contract administration, grievance adjustment or other activities of the Union directly related to its duties as exclusive representative of employees in the bargaining unit. Provided, however, the COB shall be under no obligation whatsoever to enforce the terms of this Section other than as provided in Section D of this Article.
- (C) It shall be the sole responsibility of the Union to calculate the amount of the representation fee which may be charged to non-Union members of the bargaining unit under this Article. The Union's duty under this Section shall include, but not be limited to, the duty to remain abreast of and comply with current and future statutory and constitutional provisions, both State and Federal, and judicial interpretations thereof, which affect the legality of the procedures for calculation and/or collection of representation fees established by the Union pursuant to this Article. Nothing in this Article shall be construed to require the City to take any action which would violate the constitutional or statutory rights of any employee in the bargaining unit.

- (D) Upon receipt of a voluntary, signed authorization form from a non-Union member of the bargaining unit, in such form as complies with the laws of the State of Indiana, the City shall deduct each month from the earnings of said employee an amount representing his/her regular monthly representation fee for the preceding month and shall remit such monies, together with appropriate records, to a designated Union official. Any such authorization may be revoked by employee's written notice to COB. The COB shall notify the President of Local 2487, AFSCME, at such time that an employee revokes any authorization to deduct the representation fee from his/her payroll check. This notice shall be timely and shall not exceed ten (10) days.
- (E) It shall be the sole responsibility of the Union to distribute to all bargaining unit members who are not members of the Union, including new employees who, at the expiration of their initial probationary period, elect not to join the Union, the following information:
- (1) A payroll deduction authorization form, provided to the Union by the COB, and
  - (2) A statement of the amount of the representation fee for which payroll deduction authorization is being solicited, and
  - (3) A financial statement providing adequate disclosure of the basis and method of calculation of such representation fee. Such financial statement shall include but not be limited to a statement of the major categories of Union expenditures, and for each category a statement of the amount, purpose, and nature of such expenditures. The financial statement must clearly distinguish which categories of expenditures are included in the representation fee, and the justification for their inclusion. The financial statement shall also state the formula used to arrive at the amount of the representation fee.

A new financial statement shall be prepared annually and distributed by the Union to each member of the bargaining unit who is not also a Union member, whether or not said employee has authorized payroll deduction of the representation fee for the previous year. The Union shall establish a mechanism for escrow and rebate of fees collected from non-Union members in excess of actual representation expenses in each calendar year. Failure of the Union to prepare and distribute a financial statement in compliance with this Section shall relieve COB of its obligations under this Article.

- (F) Employee members of the bargaining unit who are not Union members, and who decline to sign a payroll deduction authorization form or revoke a previously

executed form, have a continuing enforceable obligation to pay a representation fee directly to the Union; however, it shall be the sole responsibility of the Union to enforce said obligation. The Union shall establish an impartial and expeditious administrative appeal procedure for use by non-Union member employees who refuse to pay the representation fee calculated by the Union. Such procedure shall be available to objecting employees prior to initiation by the Union of collection proceedings in a court of law.

- (G) The parties agree that the provisions of this Article shall not be enforced against any person who initiates or is a party to proceedings challenging either the legality of this Article or the amount and/or method of calculation of the representation fee, pending final disposition of such proceedings, except that an employee may request in writing that COB deduct the representation fee from his/her payroll checks and hold the fees in escrow pending final disposition.
- (H) COB shall not be liable to Union for failure to make deductions for dues or representation fees. In the event of any overcharge already remitted to Union, it shall be the responsibility of Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the COB shall make a correction during the next succeeding pay period or periods.
- (I) Union will indemnify COB and hold it harmless from any or all claims or liabilities which may arise under this Article.

#### **ARTICLE 9. Union Organization**

- (A) Employees shall be represented by one shop steward in each work unit as follows:
  - (1) Monroe Water Treatment Facility
  - (2) Dillman Road Wastewater Treatment Facility and Utilities Laboratory
  - (3) Blucher Poole Wastewater Treatment Facility
  - (4) Utilities Meter Services and Transmission and Distribution
  - (5) Street Department and Fleet Maintenance
  - (6) Parks and Recreation
  - (7) Sanitation Department
  - (8) Animal Shelter
  - (9) Utilities Purchasing and Supply

In addition, the Union may elect or appoint two (2) Chief Stewards from among the nine (9) shop stewards. Where an employee's shop steward is not available, or where there is no shop steward in the employee's work unit, the employee may choose to be represented by a Chief Steward at any stage of the grievance procedure provided for by Article 10 of

this Agreement. The Union shall furnish the COB a list of stewards' names and their assigned work units, including the Chief Stewards, and shall keep the list current at all times.

- (B) When requested by an employee, the employee's shop steward may represent the employee in any grievance proceedings in conformance with the conditions set out in Article 10. Where there is no shop steward in the employee's work unit, or the shop steward is unavailable, a Chief Steward may represent the employee in such grievance proceedings upon the employee's request. A Chief Steward may also represent an employee at the second and subsequent steps of the grievance procedure, upon the employee's request, where the employee is for any reason dissatisfied with the shop steward's representation at the first step.
- (C) Union officials may be excused with no loss of pay to conduct Union business if the matter pending is one that necessitates immediate action, and if their supervisor gives his/her permission. Such permission will not be unreasonably withheld. Time spent on Union business under this Section shall be subject to the following:

- (1) COB shall pay Union representatives their regular pay for attending meetings called by Union representatives that take place during regular working hours between representatives of COB and said Union representatives up to a maximum of four (4) hours per month per Union representative.

In addition, if representatives of COB call meetings with Union representatives during regular working hours, said Union representatives shall be paid their regular pay for attending said meetings.

All meetings between representatives of parties shall be at mutually convenient times. It is understood that the provisions of this section are confined to no more than three (3) Union representatives at any one meeting unless modified by mutual agreement of parties, and that in no event shall the total number of hours reimbursed under the first paragraph above exceed twelve (12) in a month.

The limitations of this Section shall apply to Union business time spent where such time is spent in meetings, hearings or conferences with COB representatives.

- (2) Authorized representatives of the Union shall be paid for work on Union business up to a maximum of forty (40) hours per month for all such representatives, provided:

- (a) No Union representative shall leave his/her work station unless authorized to do so by his/her supervisor, who shall be given twenty-four (24) hours advance notice of the Union representative's request.
  - (b) Said twenty-four (24) hours advance notice may be waived in the event of an emergency by mutual agreement of the Union representative and the Union representative's supervisor.
  - (c) The Union shall provide the City Director of Human Resources with a written accounting of the time spent pursuant to this section at the conclusion of each month.
- (3) During each quarter of each year, thirty-two (32) hours of Union business time may be used to attend educational seminars. A copy of the brochure or training agenda must be given to the employee's supervisor at least two (2) weeks in advance of the training, and the time must be approved by the Department Head. The thirty-two (32) hours each quarter of educational seminar time shall not be included in the hours that are provided in Section C (2) of this Article.
- (D) Employee Union members designated as negotiators may take part in formal negotiations with COB, but only at scheduled meetings agreed upon by the COB. Said employee negotiators shall not exceed five (5) in number at any one meeting. The total number of negotiators on behalf of the Union shall not exceed six (6) in number at any one meeting, no more than three (3) of whom shall be persons who are not employee Union members. Employee Union members designated as negotiators shall be paid their regular rate of pay by COB only to the extent that such scheduled meetings are held during the employee's regularly scheduled hours of work.
  - (E) Non-employee union representatives shall have access to work areas to meet with employees with notice to and consent from the employee's supervisor; such access shall not be unreasonably denied.
  - (F) Union shall have access to bulletin boards within normal work areas of covered employees for the purpose of posting Union notices. Neither party shall remove the other party's notices except by mutual consent.
  - (G) Union officials shall not be harassed for holding any office or participating in any Union business as set forth in this contract. Employees shall not be harassed for refusing to participate in Union business or for any activities affecting the Union.



Nothing in this section shall be construed to limit or expand any provisions relating to the conduct of Union business during working hours. Adherence to such provisions by either party shall not constitute harassment.

- (H) Collective bargaining between the parties shall commence no later than May 1st of the year in which this Agreement expires, unless another date is mutually agreed upon by both parties.

#### **ARTICLE 10. Grievance Procedure**

- (A) A grievance is any dispute, controversy or difference of opinion between either (1) the parties or (2) the COB and an employee or employees in the bargaining unit, concerning the meaning, interpretation or application of this Agreement. The procedures set forth herein shall be the sole and exclusive forum for the adjustment of disputes and differences arising under this Agreement.
- (B) Grievances may be initiated by an employee (or group of employees) in the bargaining unit or the Union.
- (C) Any grievance not initiated or appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the COB. Time limits may be extended by mutual agreement of the parties.
- (D) An employee presenting a grievance shall decide whether or not he/she wishes to be represented by a Union representative. The Union shall be notified in writing of all grievances filed where the employee does not seek Union representation. The employee may process his/her own grievance through the third step of the procedure; however, any settlement must be consistent with the Agreement and the Union shall be apprised in writing of the terms of the settlement. An employee choosing not to be represented by the Union shall not have the right to bring his/her grievance to arbitration without Union sanction.
- (E) In no case shall there be a strike by any employee or group of employees as defined in Article 7 over a grievable matter, either before a grievance is filed, while it is pending, or following its final settlement. Any such work stoppage shall be cause for immediate discharge as provided for and limited by Article 11.
- (F) Hearings and conferences held under this procedure shall be conducted at times set by the COB representative involved. If such times be during the employee's and/or Union representative's normal working hours, they shall be compensated for the time spent by the COB according to their normal rate of pay, subject to the limitations contained in Article 9. If the times set are outside the normal working

hours of the employee and/or Union representative, they shall not be compensated by the COB.

- (G) Grievances will be processed in the following manner and within the stated time limits, except that grievances over discipline or discharge may be grieved under Section H of this Article:
- (1) The aggrieved employee will present his/her grievance in writing to his/her Department Head or Department Head's designee, in the presence of and after consultation with the employee's Shop Steward, except as provided in Section D of this Article. It shall be the responsibility of the Steward to evaluate the merits of the grievance, to apprise the employee of his/her evaluation, and to discourage the filing of grievances which lack merit according to Section A of this Article. The grievance must be presented within ten (10) working days of the occurrence or the grievance will be considered waived. The Department Head or Department Head's designee will confer with the Shop Steward and the employee in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance. If no agreement can be reached, the Department Head or Department Head's designee will give a written answer within ten (10) working days of the presentation, not including the day of presentation. If, within said ten (10) working days of the presentation, the Department Head or Department Head's designee has failed to either respond to the grievance or request an extension of time, the Union may consider the grievance denied and may appeal the grievance to the Director of Human Resources in accordance with subparagraph G(2) of this Article 10.
  - (2) If the grievance is not settled in Step 1, it may be appealed in writing to the Director of Human Resources within ten (10) working days of the decision of the Department Head or Department Head's designee, not including the date upon which the decision was made. The Step 2 grievance shall set out the initial facts alleged, the specific violation of the contract alleged, the parties involved, the Department Head's answer at Step 1, the grievant's response to Step 1, and any other information deemed pertinent, and shall be signed by a Union representative unless Union representation has been waived. The Director of Human Resources shall reply to the Step 2 grievance in writing within ten (10) working days of the date of presentation, unless an extension of time is requested. The grievance shall be deemed denied if the Director of Human Resources fails to answer the grievance or request an extension of time within ten (10) working days. The Director of Human Resources may designate a member of the Human Resources Department to act in his/her place under this section. Within ten (10) working days of the Step 2 response, a

meeting shall take place between the Union, Human Resources, and Corporation Counsel, or his/her designees, in an attempt to resolve the grievance.

- (3) If the grievance is not settled in Step 2, the grievance may be appealed to the Mayor or Mayor's designees not to exceed three (3) in number. Such appeal shall be in writing within ten (10) working days after the Director of Human Resources' response was made, not including the day the response was made. The Mayor or Mayor's designees shall reply to the grievance in writing within ten (10) working days of the presentation, unless an extension of time is requested. The Mayor or Mayor's designees shall schedule hearings or conferences on the grievance. In any hearing, the Mayor or Mayor's designees shall not be bound by the rules of evidence prevailing in the courts. The grievance shall be deemed denied if the Mayor or Mayor's designees fail to answer the grievance or request an extension of time within ten (10) working days.
- (4) If the grievance is not settled in Step 3, arbitration may be requested by the Union. Such request shall be made in writing to the Director of Human Resources within ten (10) working days of the Step 3 response, not including the day the response was made. The American Arbitration Association (hereinafter "AAA") shall then be requested by joint submission of the parties to submit to each party simultaneously an identical list of names of Arbitrators. The request shall be submitted to AAA within sixty (60) days. Each party shall pay one-half (1/2) the filing fee required by the AAA. Each party shall have ten (10) days from the mailing date in which to cross off any names to which it objects, number the remaining names to indicate order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual acceptance, the AAA shall invite the acceptance of an arbitrator to serve.

The arbitrator shall have the power and duty to:

- (a) Hold hearings or conferences on the grievances;
- (b) Make such investigations as are deemed necessary;
- (c) Make findings of fact;
- (d) Consider necessary evidence, records, or witnesses; and
- (e) Render an award on the grievance.

The arbitrator shall have no authority to delete from, add to, nullify, or modify any provision of this Work Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing by COB and the Union, and shall have no authority to decide any issue not submitted to him/her. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the application of laws or rules and regulations having the force and effect of law. The arbitrator shall have no authority to make any decision affecting classification of employees, existing wage rates, the structure of the pay plan, or matters related to the COB's group insurance plan. The arbitrator shall make no decision which would order the COB to perform an action which is ultra vires or which is inconsistent with the law. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs may be accepted by the arbitrator at his/her discretion. The arbitrator shall issue an award and opinion within thirty (30) days of the close of the arbitration hearing or the date briefs are mailed to the arbitrator or to the AAA, whichever is later. The decision rendered by the arbitrator shall be delivered to and be advisory upon the parties to this Agreement, except as otherwise provided herein. The COB agrees to give due notice to all such advisory awards. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by AAA.

Provided, however, the arbitrator's decision shall be final and binding on both parties to this Agreement only where the issue submitted to and decided by the arbitrator is whether an employee was discharged without good cause within the meaning of this Agreement, and only to the extent that the relief awarded by the arbitrator is limited to:

- (a) Conditional or unconditional reinstatement to the position which the grievant held at the time of discharge, with or without loss of seniority; and/or
- (b) Damages in the form of back pay, at the wage rate earned by the employee prior to discharge, not to exceed the amount the employee would have earned to the date of the award but for the discharge, less any and all amounts earned by the employee during the period in question, including but not limited to wages and unemployment benefits.

- (5) Upon express mutual agreement of the parties, in lieu of the above-outlined arbitration procedure, the parties may elect to proceed under the Streamlined Arbitration Rules of the AAA, an Alternative Resolution Program, or through mediation. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by the AAA.
- (H) An employee or group of employees who has been subject to discipline resulting in suspension in excess of two (2) days or discharge who chooses to grieve such action may do so through an expedited procedure. The time limits set up in section G of this Article for filing grievances will be applicable to this section:
- (1) The grievance is filed directly to the third step of the grievance procedure. The grievance will be written and set out, the facts alleged, the specific violation of the contract alleged, the parties involved, and any other information deemed pertinent, and will be signed by the Union President or his/her designee, unless Union representation is explicitly waived. The Mayor or Mayor's designees shall reply within ten (10) working days of presentation. The Mayor or Mayor's designees shall confer with those management and Union officials he/she deems appropriate before making a determination.
  - (2) If the grievance is not settled at Step 3, arbitration may be requested by the Union in the same manner as in Section G, part 4. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs will be accepted by the arbitrator at his/her discretion. The Arbitrator will issue an award only without an opinion, within fourteen (14) days of the close of the arbitration hearing or within fourteen (14) days of receipt of briefs, if briefs are filed. Under this Agreement an award without an opinion shall consist of a summary statement by the arbitrator of no more than two (2) pages which briefly sets forth the basis of the award. An opinion shall follow within thirty (30) days.
- (I) If at any time during the course of the grievance an employee chooses another forum including but not limited to the Equal Employment Opportunity Commission, Indiana Civil Rights Commission or the Courts, then the grievance procedure in this Agreement shall be halted.

## ARTICLE 11. Discipline and Discharge

- (A) No employee covered by this Work Agreement shall be subject to discipline or discharge except for just cause, provided however, that this Article in no way limits the COB's authority to suspend employees for disciplinary reasons or to lay off employees in conformity with Article 14. COB shall refrain from disciplining employees in front of the public except in circumstances where it is necessary to correct an employee immediately in order to insure efficient operations, protect the safety or welfare of employees or the public, or prevent damage to COB's property, equipment or facilities.
- (B) "Just Cause" shall include, but not be limited to violations of work rules, regulations, or policies regularly established and enforced by the COB. "Just Cause" shall also include, but not be limited to, any action which, while not a violation of regularly established rule, regulation, or policy, is so deleterious to efficient COB operations or to the public interest that discipline or discharge could reasonably be expected to result.
- (C) While discipline will normally be progressive in nature, the COB shall maintain the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. Disciplinary action shall be initiated within ten (10) working days of the incident or COB's knowledge thereof, unless the COB determines an investigation of a longer duration is necessary. Disciplinary actions shall be supported by timely and accurate investigations. The COB shall notify the employee in writing and such notice shall include notice of his/her right to appeal the action through the grievance procedure.
- (D) No member shall receive discipline without Union representation unless the member waives his/her right to representation in writing.
- (E) Where an employee has been discharged, disciplined or issued a letter of warning, the COB shall give prompt written notice of the COB's action to the employee's steward and President within three (3) working days of said disciplinary action. Union shall acknowledge, in writing, receipt of said notice within ten (10) working days of the date of notice. Any objections shall be included in said acknowledgement.
- (F) Should the Union fail to object in writing to any discharge, discipline, or letter of warning within ten (10) days, as provided in Section E above, it will be presumed that Union assented to such action, and such discharge, discipline or letter of warning shall not be subject to grievance. Further, should such discharge, discipline, or letters of warning be at issue in subsequent proceedings, Union will be estopped to deny their validity; provided, this provision for estoppel shall not

apply where such subsequent proceedings involve non-frivolous allegations of a pattern or practice of:

- (1) Harassment on the basis of Union activity, as defined in Article 9(G), or
- (2) Discrimination, as defined in Article 17.

(G)

- (1) If an employee's late arrival for regularly scheduled (non-overtime) hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB may take appropriate disciplinary action including but not limited to removing the late employee's name from overtime rotation for the next overtime opportunity for which the employee would otherwise have been eligible.
- (2) If an employee's late arrival for scheduled overtime hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB reserves the right to send the late employee home without compensation, in addition to any other appropriate disciplinary action.

(H) Disciplinary action shall not be based on material of which the affected employee has not been made aware.

## **ARTICLE 12. Work Stoppages**

It is unlawful for any public employee, public employee organization, or any affiliate including but not limited to State or National affiliate, to take part, assist, or advocate a strike against a public employer. COB may in an action at law, suit in equity, or other proper proceeding, take action, any public employee organization, any affiliate thereof, or any person aiding or abetting in a strike, for redress of such unlawful act. COB shall not pay any public employee for any day when the public employee fails as a result of a strike to report for work. When any exclusive representative engages in a strike, or aids or abets therein, it shall lose its dues deduction privilege for a period of one (1) year.

## **ARTICLE 13. Seniority**

(A) "Seniority" shall mean the status attained by length of continuous service within a seniority unit. "City-wide seniority" shall mean the status attained by length of continuous service in a Union-eligible position with the City, as provided for and limited by Articles 14 and 16 of this Agreement.

- (B) Seniority shall not begin nor become effective during the initial probationary period. Each new employee of the COB, shall be considered in a probationary status during the first one hundred twenty (120) days of their employment. The probationary period may be extended in individual circumstances by mutual consent of the affected employee and COB.
- (C) Employees shall lose their seniority for the following reasons:
  - (1) Discharge if not reversed by COB;
  - (2) Resignation;
  - (3) Unexcused failure to return to work within two (2) weeks of notification by certified mail when recalled from layoff;
  - (4) Failure to return to work after expiration of a formal leave of absence, without notification to the COB;
  - (5) Retirement; and/or
  - (6) Layoff for a continuous period of twenty-four (24) months.
- (D) The COB shall maintain seniority rosters showing employees arranged according to seniority in each seniority unit. The seniority units shall be as follows:
  - (1) Monroe Water Treatment Facility
  - (2) Dillman Road Wastewater Treatment Facility and Utilities Laboratory
  - (3) Blucher Poole Wastewater Treatment Facility
  - (4) Utilities Meter Services and Transmission and Distribution
  - (5) Street Department and Fleet Maintenance
  - (6) Parks and Recreation
  - (7) Sanitation Department
  - (8) Animal Shelter.
  - (9) Utilities Purchasing and Supply

The COB will provide Union a copy of the current seniority roster upon request; said list will include employee classification and rate of pay.

- (E) Seniority shall apply to shift assignments, paid time off, layoff, recall, involuntary transfers, and promotions, as expressly provided elsewhere in this agreement.
- (F) Seniority shall apply only within each employee's seniority unit, except where City-wide seniority is expressly recognized in Articles 14 and 16 of this Agreement.
- (G) An employee who has been promoted to a supervisory position, and any employee so promoted in the future, shall not forfeit any of his/her seniority in



his/her regular unit and shall retain his/her seniority in that unit should he/she return to it within thirty (30) days. During the period in which the employee holds a supervisory position, however, seniority shall be considered "frozen" at the date of promotion, and shall not continue to accrue. If the employee is returned for any reason to the original seniority unit following the expiration of a thirty (30) day transfer period, such return is to be effected in a manner which will not disrupt the current organizational seniority structure of the concerned unit.

- (H) If an employee transfers to a job, and his/her supervisor finds good cause for the employee's inability to perform the duties of the new position, within seven (7) calendar days of the transfer, the employee shall be entitled to return to his/her original job without loss of seniority.

#### **ARTICLE 14. Layoffs and Recall**

- (A) Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization or any other reason within the discretionary powers of the COB.
- (B) Order of layoff: Layoff shall be accomplished, in the position(s) being eliminated, according to unit seniority. Layoff shall be accomplished in each position as follows:
  - (1) Seasonal, temporary, and part-time employees shall be laid off first, then
  - (2) Probationary employees, then
  - (3) Regular full-time employees according to seniority.
- (C)
  - (1) In the event of layoffs, COB shall notify the Union and the employees to be laid off with as much notice as possible and no less than two (2) weeks in advance of the date on which the layoffs are to take effect.
  - (2) An employee notified of his/her layoff may within five (5) days of such notification request another position in lieu of layoff. If there exists within the employee's seniority unit a job classification other than the one the employee presently holds having duties for which the employee has the knowledge, skills, abilities, and required certifications to perform the work, and in which there are other employees with less seniority, then the affected employee shall be entitled to employment in that classification. The employee displaced and laid off in that classification shall be the one with the least seniority.

- (3) Employees displaced after completion of all voluntary movement within their seniority unit shall be entitled to employment in other seniority units under the following conditions:
  - (a) Such displaced employees shall notify COB within five (5) working days of completion of voluntary demotions within their seniority unit that they desire to proceed under this section (Article 14(C)(3)). Those employees who fail to exercise their right to bump will be laid off.
  - (b) COB shall then prepare a list of the employees in descending order of seniority throughout the collective bargaining unit.
  - (c) The displaced employee, after identifying their location on the list, may bump an employee below them on the list (with less seniority) in a position for which the employee has the knowledge, skills, abilities, and required certifications.
  - (d) Their unit seniority in the new work unit will begin on the start date of their employment in that unit.
- (4) COB will attempt, where consistent with efficient operations, to place laid-off employees in vacant positions covered by this Agreement.
- (D) Recall shall be accomplished according to COB-wide seniority, provided the most senior employee has the knowledge, skills, abilities, and certifications required to perform the duties of the position to be filled.

**ARTICLE 15. Shift Preference, Time Off, and Temporary Work Assignments**

- (A) COB retains the right to schedule shifts and time off so as to promote maximum efficiency.
- (B) When there is a vacancy in a shift, employees in the same job classification in other shifts shall be given the opportunity to fill the vacancy according to seniority.
- (C) Benefit time shall be scheduled and approved by the department head in accordance with the needs of the department. The department head shall make every effort to respect the benefit time requests of his/her employees consistent with the needs of the department. The employee shall notify his/her department

head at least two (2) weeks in advance of the date he/she would like to take benefit time off. When there is a conflict between employees, seniority shall prevail only for requests made before February 1, after which approved benefit time off is scheduled on a first-come-first-served basis. Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different benefit time scheduling procedure where both COB and Union consent. COB shall, when practical, respond to employee's request for benefit time within three (3) work days of the request.

- (D) COB retains its right to make temporary assignments of employees outside their job classifications and/or outside their seniority units so that work is performed by the employee with the skill, ability and experience to do the work. No employee shall be required to accept such temporary assignment if he/she does not have the skill, ability or experience to perform the work.

#### **ARTICLE 16. Vacancies**

- (A) The COB shall determine the skills, experience and abilities necessary to perform the work of any vacancy to be filled. COB reserves the right to fill all vacancies with the applicant whose skill, experience, and ability best qualify him or her to perform the work of the vacancy.
- (B) When not in conflict with Section (A) of this Article, the COB shall give preference to employees first according to unit seniority; then, if the vacancy is not filled by unit seniority, COB shall give preference to employees according to COB-wide seniority.
- (C) COB hereby recognizes its responsibility to encourage employees to acquire the skills necessary to qualify for positions of advancement within their seniority unit, and agrees to help employees to gain exposure to more advanced positions within the seniority unit, where such accommodation does not disrupt the ability of the COB to effectively and efficiently fulfill its duty to the public.
- (D)
  - (1) When there is a vacancy in a job classification covered by this Agreement, COB shall post a notice to that effect City-wide for at least seven (7) calendar days. Such posting shall be done in each work unit, City Hall, and the Service Center. In addition, COB shall provide a copy of said notice to the Union Executive Board. In the event COB fails to provide such notice to the Union Executive Board as outlined above, COB shall not fill vacancy for an additional seven (7) calendar days, and any employee in a unit where the union representative did not receive said

notice may apply for the vacancy in question during the additional seven (7) calendar days.

- (2) COB hereby agrees to provide notice of all job vacancies not covered by this Agreement by posting a notice in each work unit, City Hall, and the Service Center, and by sending a copy of said notice to the Union Executive Board. This provision shall not be construed to require COB to hold such vacancies open for any determinate period of time or in any other manner to restrict COB's right to fill such vacancies at its discretion.
- (E) An employee may request employment in a vacancy in a job classification by applying in Human Resources.
- (F) COB shall not be required to grant an employee's request for transfer to a different position in the same pay grade as the employee's position, or in a lower pay grade, if the employee has been employed by COB for less than six (6) months. After an employee has requested and received a transfer into a position in the same pay grade as his/her prior position, or in a lower pay grade, the COB shall not be required to grant that employee another such transfer for six (6) months.

#### **ARTICLE 17. Non-Discrimination**

- (A) The parties hereto agree that they shall not discriminate against any person because of his/her race, religion, color, national origin, age, sex, sexual orientation, marital status, number of dependents or disability.
- (B) The parties acknowledge their continuing responsibility to the City of Bloomington's Affirmative Action Plan, whereby the COB will act affirmatively to hire and promote qualified underutilized and underrepresented members of the workforce to the extent permitted by law.

#### **ARTICLE 18. Hours of Work, Night & Swing Shift, and Overtime**

- (A) The payroll week shall be the calendar week beginning at 12:01 a.m. Monday and ending at midnight the following Sunday. The payroll day shall begin at 12:01 a.m. and end at midnight. The payroll period shall consist of two (2) consecutive payroll weeks.
- (B) The normal work week for regular full-time employees shall consist of forty (40) hours within a payroll week.

- (C) The normal work week shall be Monday through Friday.
- (D) The normal work day shall consist of eight (8) hours of work.
- (E) Any authorized work in excess of eight (8) hours in a payroll day or in excess of forty (40) hours in a payroll week shall be compensated at a rate of one and one-half (1-1/2) times the regular rate, except where expressly agreed otherwise.
- (F) Operators from water treatment and sewage treatment seniority units shall not be covered by Sections C, D and E. Employees from the Parks and Recreation Operations, Golf Course, Sports, and Recreation Services Division shall not be covered by Section C.
- (G)
  - (1) All overtime must be authorized by a supervisor.
  - (2) Overtime work will be compensated either by paying the employee one and one-half (1-1/2) times his/her regular rate of pay, or by granting the employee compensatory time off at a rate of one and one-half (1-1/2) times the number of overtime hours worked.
  - (3) An employee who wishes to accrue compensatory time in lieu of overtime pay shall notify his/her supervisor prior to performance of the overtime work. The supervisor shall have discretion to grant or deny the employee's request to accrue compensatory time.
  - (4) No employee may accrue more than forty (40) hours of compensatory time at any time. All accrued compensatory time must be used within the calendar year in which the time was accrued unless written approval is received from the employee's department head.
  - (5) An employee who wishes to take accrued compensatory time off shall notify his/her supervisor at least forty-eight (48) hours in advance of the date upon which he/she wishes to take time off. The supervisor shall accommodate employees' timely requests for compensatory time off unless such accommodation would unduly disrupt the operations of the COB. Where an employee is unable to take accrued compensatory time off during the calendar year, the employee shall be paid for the accrued hours at his/her regular rate of pay.

- (H) An employee who is temporarily assigned to perform the duties of a job classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:
- (1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
  - (2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.
  - (3) If the assignment exceeds a six (6) month period, in a vacated position, that position shall be deemed necessary for a full-time position and shall be posted for all eligible employees as discussed herein. For purposes of this subsection, "vacated" shall not mean positions temporarily filled for a period of greater than six (6) months if for purposes of Workers' Compensation laws or similar situations.
- (I) For pay purposes time will be kept in fifteen (15) minute increments.
- (J) All employees will be paid on alternate Fridays for the pay period that ended the previous Sunday.
- (K) In order to be paid for any period not actually worked, the employee must notify his/her supervisor as soon as reasonably possible of his/her inability to report for work. Except in circumstances where it is impossible to do so, such notice shall be before commencement of the employee's work day. In the event that the employee could reasonably have provided notice as required above, then the COB may refuse to pay the employee for the hours not worked. In the event that the employee's supervisor is not available then notification to the switchboard operator shall be deemed notification to the COB. However, if employee has notified the switchboard operator for two (2) consecutive days, the employee must make every reasonable effort to speak with the supervisor prior to a third consecutive absence.
- (L) Nothing in this Article, or in any other provision or agreement between the parties, shall prohibit the COB from establishing regular and normal work schedules in excess of or less than eight (8) hours per day, but not to exceed forty (40) hours per work week without the payment of overtime, shift or other premium pay as provided elsewhere in this Article and Agreement when the hours worked are not part of such a regular and normal work schedule.

- (M) Employees working on the evening or night shift shall receive a sixty-five cent (\$.65) per hour shift premium. Employees working on a swing shift shall receive a seventy cent (\$.70) per hour shift premium.
- (N) For purposes of this Article, evening or night shift premium shall apply to employees whose regular shift is scheduled to begin between 4:00 p.m. and 3:00 a.m. For purposes of this Article swing shift premium shall apply to any payroll period in which the regularly scheduled shift is scheduled to begin at least four (4) hours later or earlier than the regularly scheduled shift in the immediately preceding payroll period. This Article shall not apply to Sanitation employees or to employees who are "called out" for emergencies. The intent of this paragraph is to specify, but not to change the present practice with respect to evening, night and swing shift premiums.
- (1) It is understood that employees have an obligation to perform assigned overtime work, unless excused by COB.
  - (2) Where overtime work is required to complete a specific assigned job at the end of a regular scheduled shift, the employees assigned to that job will be required to work overtime unless excused by COB for a just reason, including but not limited to personal illness or previously scheduled appointment which cannot reasonably be postponed. Where the employees on the job are excused, the overtime will then be offered to other employees in the required job classification(s) in accordance with Section (3).
  - (3) All overtime work not assigned under Section (2) will be assigned in accordance with this Section. Where overtime is available, attempts will be made to divide it equally among all employees in the appropriate job classifications, subject to the COB's right and duty to maintain efficient operations. All employees shall provide COB with a current telephone or beeper number at which they may be reached. COB shall not be obligated to attempt to contact any employee who does not maintain a current telephone or beeper number on file with the COB.
    - (a) On January 1st of each year, an overtime list shall be prepared in each seniority unit. All employees will be listed, by job classification, in order of seniority.
    - (b) The employee with the most seniority in the required job classification will be offered the overtime first. If the employee accepts or declines the overtime, his/her name will be placed at the bottom of the list and will not be considered again for overtime

until such time as all other employees within the classification have been offered overtime. Provided, however, COB will not be required to offer overtime to an employee who used sick bank time or unscheduled PTO during the last four hours of the regular work shift preceding the overtime for a period of eight (8) hours.

- (c) If all employees in the required job classification are excused, COB shall offer the overtime to qualified employees in other job classifications, provided said employees are capable of performing the work, in the same manner as in Subsection (b).
  - (d) If all qualified employees are excused from overtime, the COB may require the least senior employee in the required job classification(s) who can be contacted to perform the overtime work; provided, however, COB reserves the right to deviate from this provision, and proceed to the next least senior employee on the list, where COB determines that application of this provision would cause undue hardship to the employee who would otherwise be required to work. Further if this Subsection results in one individual being required to work overtime on two occasions in any payroll period, the COB may then proceed up the seniority list and require the next least senior employee in the required job classification(s) who can be contacted to work the next overtime opportunity which is assigned under this Subsection.
  - (e) The remedy for inadvertent violation of this procedure by COB shall be advancing the employee to the top of the overtime list for his/her job classification for the next overtime opportunity. In the event that an employee is intentionally skipped, the employee has the right to file a grievance.
- (4) This section applies to all overtime whether assigned under Paragraph 2 or 3 of this Article. COB shall not be obligated to offer overtime to any employee where the overtime could reasonably be expected to result in the employee working more than eighteen (18) consecutive hours or more than seventeen (17) hours in any 24-hour period.
- (5) For Blucher Poole, Dillman, and Monroe plants, where overtime work is required to fill a twelve (12) hour or eight (8) hour shift, COB will offer such overtime in increments of two (2), four (4), six (6), eight (8), or twelve (12) consecutive hours, in accordance with this Article, where consistent with efficient operations. This provision shall apply only to regularly scheduled shifts.



- (6) COB agrees to make reasonable efforts to call available rank and file employees for overtime prior to the performance of such work by supervisors or part-time employees, subject to the COB's obligation to maintain efficient operations.
- (7) COB reserves the right to institute an on-call system for assignment of overtime in any work unit. In the event such a system is implemented, it may supersede any and all provisions in this Article with respect to that unit. COB agrees to provide notice to the Union Executive Board of any changes made to the on-call system for assignment of overtime in any work unit.
- (8) Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different overtime allocation procedure where both City and union consent.

#### **ARTICLE 19. Paid Time Off and Sick Bank**

##### **(A) Amount of Paid Time Off (PTO)**

- (1) Accrual of paid time off: credited paid time off shall be credited upon hire and thereafter at the beginning of the calendar year in accordance with the charts in Appendix A, Section (A). Additional paid time off shall be earned at the rate of 4 hours per bi-weekly pay period worked as reflected in Appendix A, Section (B). This earned paid time off shall be credited at the end of the payroll period in which it is earned and shall not exceed one hundred and four hours per year.
- (2) Probationary Employees: During the probation period, as defined in Article 13, Section B of this Agreement, employees may use only their earned paid time off after it is earned.

##### **(B) Scheduling and Notification for PTO and Sick Bank**

- (1) General: Paid time off shall be scheduled and approved by the supervisor in accordance with the needs of the department. The supervisor shall make every effort to respect the paid time off requests of his/her employees consistent with the needs of the department. Scheduling of PTO may be subject to Family and Medical Leave Policy.

- (2) Minimum Usage: Except where a different policy applies to a department or division, the minimum amount of paid time off taken at any one time shall be no less than one hour, but additional time after the first hour on any occasion may be used in increments of fifteen (15) minutes. Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding minimum amounts and increments of usage. Such policy may be department-wide or may apply only to one or more divisions of the department. Such policies may not require minimum usage of more than two hours; must be in writing; and should be distributed to each employee and posted in the workplace. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA.
- (3) Notification: Except where a different policy applies to a department or division, the employee shall notify his/her supervisor as follows: 1) at least two weeks in advance of the date that he/she would like to begin taking paid time off of more than sixteen (16) hours, and 2) absences of sixteen (16) hours or less must be scheduled at least twenty-four (24) hours in advance, unless due to illness or emergency for which twenty-four (24) hour notification is not possible, in which case, notification must still be made before commencement of each work day. Use of PTO or sick bank with less than twenty-four (24) hours notice is referred to herein as unscheduled PTO/sick bank (see Section 3 for situations in which proof of illness or emergency may be required). Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding how far in advance PTO must be requested. Such policy may be department-wide or may apply to one or more divisions of the department; must be in writing; and should be distributed to each employee and posted in the workplace. Even in the case of illness or emergency that prevents the employee from meeting the minimum notification above, employees shall generally not be paid for any absence unless they notify their supervisor before commencement of each workday. No allowance will be made for sick bank use during scheduled paid time off. PTO may not be used to make up for time lost due to tardiness. Employees may not take PTO or sick bank in advance of it being credited or accrued or exceed the maximum amount available. Employees who are on unpaid leave of absence or on layoff will not earn PTO. Notification to the switchboard operator or other acceptable notification set forth by individual departments shall be deemed proper notification.

(C) Use of Paid Time Off and Sick Bank

It is the policy of the COB to allow employees a reasonable amount of paid time off to be used for any purpose. The COB's desire is to allow employees the maximum possible flexibility in the use and scheduling of such paid time off while insuring that efficient City operations are not adversely affected by employees' use of this privilege. To that end, the COB hereby declares that employees' entitlement to paid time off under this policy carries with it a corresponding duty on the part of each and every employee to use his/her time responsibly. Such duty includes but is not limited to:

- (1) Giving as much notice as possible in advance of using time off. It is emphasized that the minimum notification requirements contained in this policy are only a minimum and that employees are expected to give more notice when they are able to.
- (2) Taking all necessary and possible steps to insure that their responsibilities can be covered during an absence. For example, an employee who must miss work on short notice due to an emergency, and who has important events or deadlines occurring on that day, is expected to convey to the appropriate colleague the information necessary to allow other employees to handle the situation with the minimum of inconvenience to the COB or others.
- (3) Avoiding the use of PTO at times when the employee's absence will be particularly detrimental to the COB, even if notification requirements are met. Using PTO in any manner that is detrimental to efficient COB operations will be considered a breach of the employee's duty to the COB and will be subject to disciplinary action. In addition, supervisors shall have the right to require proof of illness or emergency AND TO DENY PAY AND/OR TAKE OTHER DISCIPLINARY ACTION IF PROOF IS NOT PROVIDED in the following situations:
  - (a) Where an employee uses unscheduled PTO/sick bank in any amount on a day when the employee's absence is particularly detrimental to the COB,
  - (b) Where an employee seeks to use unscheduled PTO/sick bank more than six (6) times in any twelve (12) month period,
  - (c) Where an employee's pattern of usage suggests a breach of his/her duty to use PTO/sick bank responsibly in accordance with this policy. A pattern of PTO/sick bank use that suggests possible abuse includes, but is not limited to, recurring unscheduled use of PTO/sick bank on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or

compensatory days off. Any combination of the above may constitute a pattern of abuse of PTO/sick bank.

- (d) Where an employee uses unscheduled PTO/sick bank on the last scheduled workday immediately preceding a holiday or the first scheduled workday immediately following a holiday unless the employee presents a statement from a licensed health care provider.
- (e) Exceeding accumulated PTO.

(D) Holidays During PTO

No employee will be required to charge paid time off for a holiday observed by the COB that falls during the employee's scheduled paid time off.

(E) Carry-over and Banking of PTO

Paid time off credited and earned during the year and remaining at the end of a year may be carried over into the next year with the approval of the employee's supervisor and department head, or may be placed into the sick bank. The employee must submit a written request to their department head to carry over PTO by November 15th of the year in which it was accrued. The department head shall notify the employee in writing of his/her decision regarding carryover within one (1) week of the request. Time accumulated in the sick bank is carried over indefinitely. There is no maximum number of hours that may be placed in the sick bank per year. Any paid time off which is carried over into the next year, and which is not used during that year will be placed into the sick bank.

(F) Use of Sick Bank

The Sick Bank is intended for use only when the employee is medically ill or injured, and the employee is not otherwise compensated by the COB or through Worker's Compensation. Employees will not be paid for accumulated days in the Sick Bank upon separation from employment or upon death of the employee. In order to be paid for more than two Sick Bank days in any given work week, or for more than three (3) consecutively scheduled work days, the employee shall present a statement from a health care professional licensed to practice medicine in the State of Indiana. Employees shall not be paid for Sick Bank days unless they notify their supervisors before commencement of the employee's work day; provided however, an employee shall notify his/her supervisor at least two (2) weeks in advance of a planned medical leave such as scheduled surgery or treatment, except when it is not possible to give two (2) weeks notice, in which case the employee shall give as much advance notice as is practicable. Provided further, use of Sick Bank days for reasons other than the employee's own illness

or injury shall be permitted only as follows:

- (1) As provided for Family and Medical Leave, and shall be subject to the notification and certification requirements of that section.
- (2) Absences necessitated by a family emergency or the serious illness of an employee's parent, child, spouse, grandparents, grandchildren, or step equivalents, registered domestic partner, or the parent or child of a registered domestic partner, or mate may be approved, providing that the total does not exceed forty (40) hours per year. These forty (40) hours shall be chargeable to the Sick Bank. Extensions of this policy may be allowed at the discretion of the department head where extraordinary circumstances warrant such action but shall not exceed a total of forty (40) additional hours per year. The department head shall send the appropriate documentation to the Director of Human Resources. This provision is intended to cover short term, unexpected absences and is not intended to replace the Family and Medical Leave Policy.
- (3) Sick Bank time may be used only in increments equivalent to half or full work days, except that employees may use up to two of their accrued Sick Bank days per year in increments of two (2) hour duration for doctor appointments or a medical illness. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA. Such absences must be approved in advance by the employee's supervisor and documented as such on the employee's service record. Notification to the switchboard operator or other acceptable notification set forth by individual departments shall be deemed proper notification.

(G) Absenteeism and Abuse of Sick Bank Days

The following shall be grounds for discipline up to and including termination:

- (1) Use of the Sick Bank for reasons other than illness or injury, except as expressly permitted by these Policies and Procedures.
- (2) Pattern of sick leave use that suggests possible abuse. This includes recurring use of Sick Bank days on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or compensatory days off. This also includes repeated use of Sick Bank days on days which the employee reasonably should know to be important to the department by reason of workload, deadlines, or other causes

rendering absences particularly deleterious to the department. Any combination of the above may constitute a pattern of abuse of sick leave.

- (3) Exceeding accumulated Sick Bank days.
- (4) In addition, any employee with frequent one-day illnesses may be required to present a doctor's statement or other proof of illness upon return to work in order to receive Sick Bank pay.

(H) Pay for Unused PTO Upon Separation from Employment

- (1) If an employee should retire or resign and leave in good standing after giving proper notice, the employee shall be paid for unused PTO up to a maximum of 40 days (320 hours) for full time, 40 hour employees (part time employees' maximum shall be pro-rated based on scheduled hours) and calculated as follows: (1) the employee shall be paid in full for any paid time off carried over from the previous year; (2) for unused Earned Paid Time Off accrued during the current year, and (3) for any unused Credited Paid Time Off from the current year according to the following schedule:

Any employee leaving between Jan. 1 <sup>st</sup> and Jan. 15 <sup>th</sup>	0%
Any employee leaving between Jan. 16 <sup>th</sup> and Feb. 14 <sup>th</sup>	16%
Any employee leaving between Feb. 15 <sup>th</sup> and March 15 <sup>th</sup>	32%
Any employee leaving between March 16 <sup>th</sup> and April 15 <sup>th</sup>	49%
Any employee leaving between April 16 <sup>th</sup> and May 15 <sup>th</sup>	66%
Any employee leaving between May 16 <sup>th</sup> and June 30 <sup>th</sup>	83%
Any employee leaving after June 30 <sup>th</sup>	100%

- (2) If an employee subject to Paragraph (1) has already, during the calendar year in which he/she resigns, taken more paid time off than he/she is entitled to under Paragraph (1), he/she shall repay the excess time taken. Repayment may be by deduction from his/her final paycheck, upon written authorization by the employee.
- (3) Employees who are dismissed by the COB shall not be paid for current and/or accumulated paid time off other than any days carried over from the prior year.
- (4) Employees will not be paid for accumulated days in the Sick Bank upon separation from employment or death of the employee.

## **ARTICLE 20. Breaks and Lunch**

- (A) Two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute lunch period shall be authorized per work day. One rest break shall be taken in the first half of the shift and the other break shall be taken in the second half of the shift. In addition, employees working a regularly scheduled twelve (12) hour shift shall receive one (1) additional fifteen (15) minute rest break, to be taken during the last four (4) hours of the shift.
- (B) The timing of the breaks will be set in the individual work units. The lunch provision shall not apply to water treatment, waste water treatment and sanitation personnel, who will take a lunch period as work permits.
- (C) Any employee who does not receive a lunch period as specified shall receive either compensatory time off on the same day or overtime compensation for said time at a rate of one and one-half (1-1/2) times regular pay. The same condition will prevail for those occasions when an employee does not receive a rest break.
- (D) While working overtime, employees shall be given one (1) fifteen (15) minute break after two (2) hours of work and one (1) fifteen (15) minute break every two (2) hours thereafter. Such breaks shall be scheduled at the discretion of the supervisor. In the event that the overtime work is of such an emergency nature that the public welfare would be endangered by the taking of such breaks, then the employees shall be allowed the break time at the end of the emergency work, or overtime compensation for said time at a rate of one and one-half (1-1/2) times regular pay.

## **ARTICLE 21. Wages and Insurance**

- (A) Effective January 1, 2019, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by two percent (2.0%).

Effective January 1, 2020, the wage rate for each pay grade covered by this Agreement, and the Rate of pay for each City employee in those pay grades, shall be increased by two and one-quarter percent (2.25%).

Effective January 1, 2021, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by two and one-half percent (2.5%).

Effective January 1, 2022, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by two and one-half percent (2.5%).

- (B) The Pay Plan shall remain in effect as described in the following Exhibits:
- EXHIBIT A. The Pay Plan, attached.
  - EXHIBIT B. Classes assigned to Pay Grades, attached.
  - EXHIBIT C. Salary Schedule, attached.
- (C) Each employee covered under this Agreement who elects to participate in the COB's group medical insurance plan shall receive the benefit of a monthly contribution from the COB in accordance with the group medical insurance plan provision for City employees. COB shall contribute no less than six thousand three hundred and sixty one (\$6,361.00) per year per employee, for the duration of this Agreement. At no time during this Agreement shall a bargaining unit employee be charged a higher employee contribution than the contribution paid by other City employees.
- (D) Each employee covered by this Agreement shall receive group Life Insurance in the amount of thirty thousand dollars (\$30,000.00) during the term of this agreement. The insurance premiums shall be paid in their entirety by the COB.

Neither party shall be obliged to bargain about group insurance during the term of this Agreement, and the COB is not committed to bear any additional insurance costs during said term, over and above these costs provided above.

The final decision as to scope of coverage and the choice of insurance carrier shall rest with the COB.

- (E) Ratification Bonus. Upon final execution of this Agreement, COB agrees to pay a one-time lump sum payment of two-hundred fifty dollars (\$250) to each AFSCME member. This payment shall only be issued to members who were employed at the time of final execution of this Agreement and who remain employed in an AFSCME position through December 1, 2019. AFSCME shall provide COB with a list of AFSCME members eligible for the payment within thirty (30) calendar days of the final execution of this Agreement. COB shall issue said two-hundred fifty dollar (\$250) payment during the month of December, 2019.
- (F) Retroactivity. In the event that final execution of this contract takes place after January 1, 2019, all financial terms contained in this Agreement shall nonetheless apply retroactively to January 1, 2019.



## ARTICLE 22. Emergency Call and "On Call"

- (A) Emergency Call Out. Whenever it becomes necessary for the Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours pay. This provision shall prevail for each time an employee is called out by the Department at periods other than his/her regular shift. The rate of pay for emergency call out shall be one and one-half (1-1/2) times the regular hourly rate except on Sundays and holidays, when the rate of pay for emergency call out shall be two (2) times the regular hourly rate. Any such payment for emergency call out shall be in addition to the employee's daily wages, if any, and in addition to any on call pay to which the employee is entitled. No employee who is on a scheduled PTO day, bereavement day or FMLA leave shall be called out during an emergency, unless said emergency qualifies as a catastrophic event. A catastrophic event is defined as an event wherein the Mayor of Bloomington, the Monroe County Commissioners, the Governor of Indiana or the President of the United States declares the City of Bloomington to be in a condition which constitutes a disaster or emergency, examples may include, but are not meant to be exclusive or exhaustive, tornados, acts of terrorism, and blizzards.
- (B) Bad Weather Policy. In the event the Mayor shuts down the City due to bad weather as contemplated in the City of Bloomington Personnel Manual, any essential personnel who are required to report to work shall be compensated at one and one-half (1-1/2) times their regular hourly rate. Provided, however, that such bad weather pay shall not exceed the number of hours in the employee's regularly scheduled day/shift.
- (C) On Call Status. Departments or work units may require employees to perform on call duty. "On Call" status means that an employee will be responsible to respond to a pager, phone or radio supplied by COB. "On Call" shall require the employee to answer questions, provide information or make referrals. In the event it is necessary to perform work at a job site, the employee shall be required to respond on emergency call out as provided in Section A within a certain time period to a specified location.

During 2019 and 2020, any employee who is required to be on-call shall be paid forty dollars (\$40.00) per twenty-four (24) hour period. During 2021 and 2022 any employee who is required to be on-call shall be paid forty-five dollars (\$45.00) per twenty-four (24) hour period.

## ARTICLE 23. Holidays

- (A) For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay plus regular pay over a twenty-four (24) hour period, and employees not working will receive regular pay. Legal holidays shall be New Year's Day, Martin Luther King Day, Good Friday, Primary Election Day (when applicable), Memorial Day, Independence Day, Labor Day, Election Day (when applicable), Veterans Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. In addition, in any year when there is neither a Primary Election Day nor a General Election Day, then Presidents' Day and Columbus Day, shall be considered City holidays. If any of the above holidays fall on Saturdays, the preceding Friday shall be observed as the holiday and if any of the holidays fall on Sunday, the following Monday shall be observed as the holiday. No holiday allowance will be paid to any employee who has not worked the last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday.

Employees who use sick bank days or unscheduled PTO before or after a holiday must have a health care provider's statement of inability to work before Holiday Pay is granted, and pay will be granted only if the employee has adequate benefit time to cover the days absent from work.

If the employee has scheduled time off on the day(s) before or after the holiday, then this policy applies to the last day before and first day after the scheduled time off. Examples of scheduled time off include benefit time which has been approved in advance by the employee's supervisor.

- (B) In addition, in the event an employee's regular schedule of work includes work on Easter Sunday, which is not a paid legal holiday within the meaning of this Article, said employee will receive a premium of half time in addition to the employee's regular rate of pay or, at the discretion of the supervisor, compensatory time off. The half time premium shall be in addition to any other premium, such as time and a half or double time, that the employee is entitled to under any other provision of this Agreement.
- (C) In the case of a week involving a paid legal holiday, employees on a work schedule other than Monday through Friday may have five scheduled work days that include neither an actual nor an observed holiday. In such instance, the employee may take paid time off to be scheduled at the mutual convenience of the employee and the supervisor. This provision does not apply to employees whose schedule includes the actual holiday, the observed holiday or both or to any employee who is otherwise compensated for the holiday.

- (D) An employee may observe a bona fide religious holiday, consistent with the religious tenets adhered to by the employee and not included in Section A of this article provided:
- (1) The time off is charged to paid time off, compensatory time off, or leave without pay at the employee's choice;
  - (2) The employee gives not less than two (2) weeks notice in advance of the requested holiday.
  - (3) The employee shall not be unreasonably denied with proper notice.

#### **ARTICLE 24. Safety Committee**

The Safety Committee shall meet at least once quarterly, according to the schedule set forth in the Safety Manual or by mutual agreement.

#### **ARTICLE 25. Leaves**

- (A) Absence necessitated by emergency or serious illness of a member of the immediate family will be approved, providing the total absence does not exceed five (5) days. These five (5) days shall be charged against sick bank time. For purposes of this Section, "member of the immediate family" shall mean an employee's parent, child, spouse, registered domestic partner, mate, grandparents, grandchildren or step-equivalents.
- (B) If there is a death in the immediate family (spouse, registered domestic partner, child, brother or sister, parent, or parent of spouse, or parent or child of registered domestic partner or step-equivalents thereof) necessary time off for the attendance of funeral matters will be approved with full pay providing the total absence does not exceed three (3) work days. For purposes of this Section, "full pay" means the employee's regular rate of pay for the number of hours he/she would regularly have been scheduled to work during the days taken off.
- (C) In the case of death of brothers- and sisters-in-law, or grandparents or grandchildren, or a mate with whom the employee resides, or step-equivalents thereof, absence with full pay will be approved providing the total absence does not exceed one (1) work day. For purposes of this Section, "full pay" means the employee's regular rate of pay for the number of hours he/she would regularly have been scheduled to work on the day taken off.

- (D) Any other absence in connection with funerals of other relatives or friends shall be excused without pay at the discretion of the department head. Such approval will not be unreasonably withheld.
- (E) COB reserves the right to require proof of death and/or proof of relationship as a condition of approving paid or unpaid bereavement leave under Section B, C and D of this Article.
- (F) Leave of absence without pay may be granted any permanent full-time employee after one (1) year of employment with the COB, subject to the following conditions:
  - (1) Leave of absence shall not normally exceed six (6) months but may, in special circumstances with the approval of the Mayor or the appropriate Board or Commission, be granted for a period of up to one (1) year. Any unpaid portion of a leave taken under the Family and Medical Leave Act of 1993 shall be counted toward these time periods if the leave requested under this Section is a continuation of the same leave for the same reason.
  - (2) Leave of absence shall be subject to the written approval of the Department Head and the governing Board or Commission where appropriate, and the Director of Human Resources.
  - (3) Leave of absence may be granted for any reason deemed to be in the best interest of the COB, or the employee. Examples are job-related education or medical disability. In the case of medical disability, a physician acceptable to the COB must certify that the employee is medically disabled.
  - (4) During a leave of absence, an employee shall remain eligible for benefits but such benefits shall not accrue or be used for the duration of the leave of absence. An employee may retain his/her insurance benefits by paying the full premium (employee's share) for a period not to exceed six (6) months, except that the COB shall continue to pay the COB's share during any leave, up to twelve (12) weeks, when such leave, and such continuation of the payment of the COB's share, are required by the Family and Medical Leave Act of 1993 or any future amendments to said Act.

## ARTICLE 26. Miscellaneous

- (A) The COB, with the assistance of and input from the Union, shall arrange for printing a minimum of two hundred (200) copies of the Agreement, the cost to be shared equally by the parties. Both parties shall cooperate in the proofreading of the document to insure that the copies accurately reflect the existing Agreements.
- (B) Employees classified as technicians in Fleet Maintenance shall be reimbursed up to one-thousand five-hundred dollars (\$1,500) in any calendar year for the purchase of tools. The COB will issue two (2) checks to eligible employees, to be issued on or before June 15 and December 15, respectively, of each year of this Agreement. The COB shall provide insurance coverage for technicians' tools and related equipment and accessories on a blanket, unspecified basis using a total limit of one hundred thousand dollars (\$100,000), with no one (1) item exceeding ten thousand dollars (\$10,000).
- (C) COB shall make a copy machine available to the Union for copying Union-related documents. The charge per page shall be the rate established for all users by the City of Bloomington Board of Public Works. The current rate is ten cents (\$.10) per page per copy.
- (D) COB shall provide the President a copy of the City's insurance policy regarding insurance coverage.

## ARTICLE 27. Licenses

- (A) Wastewater Plant Operators are required to obtain a Class I wastewater certification issued by the Indiana Department of Environmental Management (IDEM) within one year of the date they become eligible to obtain the license. Current Wastewater Plant Operators who have not obtained a Class I certification shall have one year from the date of the execution of this Agreement, or one year from the date they first become eligible to obtain the certification, to obtain said certification. Failure to obtain a Class I certification within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Wastewater Plant Operators shall receive one dollar (\$1.00) per hour for obtaining a Class I certification. Wastewater Plant Operators who obtain a Class II certification shall receive a total of one dollar and fifty cents (\$1.50) per hour. Wastewater Plant Operators who obtain a Class III certification shall receive a total of two dollars (\$2.00) per hour. Wastewater Plant Operators who obtain a Class IV certification shall receive a total of two dollars and fifty cents (\$2.50) per hour.

- (B) Water Plant Operators are required to qualify as a grade Operator in Training (O.I.T.) (under the terms of 327 I.A.C. 8-12-3.2) within one year of the date they become eligible to obtain an O.I.T. Current Water Plant Operators who have not qualified as an O.I.T. shall have one year from the date of the execution of this Agreement, or one year from the date they first become eligible to obtain the O.I.T., to obtain said O.I.T. Failure to qualify as an O.I.T. within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Water Plant Operators shall receive two dollars (\$2.00) per hour for qualifying as an O.I.T. After one year in service as an O.I.T., Water Plant Operators shall receive an additional one dollar (\$1.00) per hour, for a total of three dollars (\$3.00) per hour. Water Plant Operators who obtain a WT 5 license shall receive an additional two dollars (\$2.00) per hour, for a total of five dollars (\$5.00) per hour.
- (C) Lift Station Mechanics and Apprentice Lift Station Mechanics are required to obtain a Class II collection systems certification within one year of the date they begin working as a Mechanic at the Utilities Department. Current Lift Station Mechanics and Apprentice Lift Station Mechanics who have not obtained the required certification shall have one year from the date of the execution of this Agreement to obtain said certification. However, if the State prohibits Mechanics from obtaining the certification before having a certain number of years of on-the-job experience, then Mechanics shall have one year from the date they first become eligible to obtain the certification. Failure to obtain the certification within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Lift Station Mechanics and Apprentice Lift Station Mechanics shall receive one dollar (\$1.00) per hour for obtaining a Class II certification. In addition, Plant Maintenance Mechanics who obtain a Class II collection systems certification shall receive one dollar (\$1.00) per hour for obtaining said certification.
- (D) Linepersons are required to obtain a Distribution Systems License (DSL) certification issued by the IDEM within one year after they become eligible to obtain a DSL. Current Linepersons who have not obtained a DSL shall have one year from the date of the execution of this Agreement to obtain said DSL, or one year from the date they first become eligible to obtain the DSL, to obtain said DSL. Failure to obtain a DSL within the time period specified in this contract shall result in demotion or reassignment, or, if no other appropriate position is available, termination. Linepersons shall receive one dollar (\$1.00) per hour for obtaining a DSL.
- (E) Linepersons, MMEO's, Lift Station Mechanics, and Laborers who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty

cents (\$.50) per hour for each such non-required certification. Additionally, incentive pay premiums may be awarded for one certification for all union-eligible Utilities Department employees in addition to those licenses recognized in Sections A-D, with the limitations that follow. Wastewater Plant Operators can be recognized financially for a maximum of four certifications total, no more than one of which may be outside of the specific plant operator certifications listed in Section A above. In addition to the certifications listed in Sections A-D, incentive pay may be acquired for other certifications as approved in writing by the Director of Utilities. Water plant operators can be recognized financially for a maximum of two (2) certifications total, no more than one may be outside the specific plant operator certifications listed in Section B above. Any incentive pay premiums other than the amounts listed in Sections A-D above shall be thirty-three cents (\$.33) an hour. COB reserves the right to further limit the choices of the incentive pay certifications to develop needed skills in employees.

- (F) Certification and incentive premiums shall be paid only so long as an employee maintains his/her current certification card, unless he/she advances to a higher certification. Loss of certification without advancement to a higher level of certification shall result in the loss of the applicable premium for the certification level lost.
- (G) Where an employee is required by COB to obtain a CDL, he/she will receive thirty cents (\$.30) per hour additional compensation for a Class B CDL and fifty cents (\$.50) per hour additional compensation for a Class A CDL.
  - (1) COB will furnish the employee the type of vehicle required to take the test for the type of CDL required.
  - (2) If COB asks an employee to take an exam to obtain a Class A CDL and the employee passes said exam, COB shall reimburse employee the cost of said exam within thirty (30) days of the employee providing COB proof of a passing grade.
  - (3) COB will reimburse employees up to one-hundred dollars (\$100) for the medical physical examination required to maintain a CDL.
  - (4) If an employee is required to obtain a CDL, either A or B, by COB, he/she shall have no more than one-hundred twenty (120) days to obtain said CDL.
  - (5) If an employee's CDL license is suspended, for any reason, any additional compensation he/she receives for having said license shall cease immediately.

- (H) Employees classified as mechanics in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence will receive an additional twenty cents (\$.20) per hour for each test passed. A maximum of eight (8) may be obtained.
- (I) Employees who possess the following certifications shall receive twenty cents (\$.20) per hour additional compensation, provided said certifications remain current and are considered an essential requirement or function of an employee's job:
  - (1) International Municipal Signal Association—Traffic Signal Technician Level 1;
  - (2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;
  - (3) American Concrete Institute—Flatwork Finisher and Technician
  - (4) Certified Arborist;
  - (5) Certified Pool Operator; and
  - (6) Euthanasia Certificate.
  - (7) Registered Pesticide Technician
  - (8) Certified Pesticide Applicator
  - (9) Tree Risk Assessment Certification

COB reserves the right, at its sole option, to add additional categories of certifications to the above list. If additional categories are added to the above list, the Union and all employees shall be notified in writing.

- (J) At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.

#### **ARTICLE 28. Gainsharing**

The parties hereby state their intent and agreement to meet and confer as soon as mutually convenient in order to design and implement a gainsharing program whereby the City can provide, and the employees can be rewarded for, the highest quality and most cost-effective public service possible for the citizens of Bloomington.



### **ARTICLE 29. Severability**

If any provision of this Agreement shall be found to be in conflict with any law, either State or Federal, that provision shall be considered deleted from this Agreement, but shall in no way affect the remainder of the Agreement which shall remain in effect by its terms.

### **ARTICLE 30. Notification of Private Contracts**

The COB agrees to notify the Union prior to contracting out work currently performed exclusively by bargaining unit employees, but only where such contracting would directly result in the immediate layoff of one or more bargaining unit employees. Such notice shall be given to the Union at least thirty (30) days prior to publishing notice of public bids, or sending out requests for proposals, or otherwise executing any contract for such work. Provided, however, the COB reserves the right to declare an emergency in which case no prior notice shall be required.

### **ARTICLE 31. Labor Management Meetings**

COB and Union will meet no less than twice in a calendar year for the purpose of discussing issues important to both parties. The Union shall be responsible for calling the meetings. The meetings shall not be an extension of collective bargaining. The parties have no authority to amend, modify or change the Agreement. The issues that may be discussed include work-place safety, job classifications, training needs, staffing concerns and other general issues.

## EXHIBIT A

### THE PAY PLAN

EFFECTIVE JANUARY 1, 2019, and for all subsequent years of this Agreement (2020, 2021, and 2022), employees shall be paid based on their pay grade and their longevity step as shown in Exhibit A.

New employees enter the pay plan at Step 1 and serve an initial probationary period for the first one hundred twenty (120) days of employment. Upon completion of one hundred twenty (120) days, employees advance to Step 2, unless their probation is extended. If probation is extended, the employee will advance upon completion of the extended probation. Subsequent advances in steps are based on longevity, in accordance with the charts contained below. Longevity for pay purposes is based on continuous service since the date when the employee first became a Regular Full-Time or Regular Part-Time employee eligible for benefits. Longevity of service will be recalculated for pay purposes on the employee's anniversary date of hire into a position described in the previous sentence.

Any employee who transfers laterally or is promoted to another position in the Pay Plan shall be paid at the wage for the new position in accordance with the relevant longevity step as determined by the Step Charts contained below. Provided however, no current employee shall receive a pay reduction upon lateral transfer or promotion, but will not receive an additional increase due to promotion or longevity until so merited within the step pay system for the job classification. An employee who is demoted for disciplinary reasons or in lieu of layoff shall receive the wage for the relevant step within the job classification to which the employee is demoted. Also, the employee's longevity of service is "carried" to the new position. Internal promotions shall be paid at ninety-five percent (95%) of the salary of the relevant grade and step for the first thirty (30) days after promotion. If the ninety-five percent (95%) payment would result in a loss of pay from the previous position, the employee will receive the pay of the previous position for the initial thirty (30) days after promotion. Employees who transfer to a pay grade below their current pay grade shall be paid at the relevant grade and step for the new position.

Employees whose present rate of pay is higher than indicated by the step charts below, based on the employee's pay grade and longevity, will not receive a pay cut, but will not receive any increase due to longevity until the step chart for the year in question shows an amount greater than the employee's current wage rate plus any across-the-board increase for the year in question.

In addition to the wages provided in Exhibit A, the COB shall pay the State mandated share of COB's PERF contribution and shall pay the employee's share of three percent (3%) of PERF.

2019 (2.0%)	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	101	17.32	17.82	18.32	18.82	19.33	19.69	20.02	20.38	20.73	21.09
	102	17.44	17.94	18.44	18.95	19.45	19.80	20.16	20.50	20.86	21.23
	103	17.57	18.06	18.57	19.07	19.57	19.93	20.28	20.62	20.98	21.35
	104	17.70	18.20	18.70	19.20	19.71	20.05	20.40	20.76	21.10	21.48
	105	17.82	18.32	18.82	19.33	19.83	20.18	20.53	20.88	21.24	21.58
	106	17.94	18.44	18.95	19.45	19.95	20.31	20.66	21.00	21.36	21.72
	107	18.06	18.57	19.07	19.57	20.08	20.42	20.78	21.13	21.48	21.86
	108	18.20	18.70	19.20	19.71	20.21	20.55	20.91	21.26	21.61	21.96
	109	18.32	18.82	19.33	19.83	20.33	20.69	21.03	21.38	21.74	22.11
	110	18.44	18.95	19.45	19.95	20.46	20.80	21.15	21.51	21.86	22.23
	111	18.57	19.07	19.57	20.08	20.57	20.93	21.29	21.63	21.99	22.34
	112	19.89	20.39	20.90	21.39	21.90	22.25	22.60	22.96	23.30	23.65
	113	20.78	21.29	21.78	22.29	22.79	23.14	23.49	23.84	24.19	24.56

2020 (2.25%)	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	101	17.71	18.22	18.73	19.24	19.76	20.13	20.47	20.84	21.19	21.57
	102	17.83	18.35	18.86	19.38	19.89	20.24	20.61	20.96	21.33	21.70
	103	17.97	18.47	18.99	19.50	20.01	20.38	20.73	21.09	21.45	21.83
	104	18.10	18.61	19.12	19.63	20.15	20.50	20.86	21.22	21.58	21.96
	105	18.22	18.73	19.24	19.76	20.27	20.63	20.99	21.35	21.71	22.07
	106	18.35	18.86	19.38	19.89	20.40	20.77	21.12	21.47	21.84	22.20
	107	18.47	18.99	19.50	20.01	20.54	20.88	21.24	21.61	21.96	22.35
	108	18.61	19.12	19.63	20.15	20.66	21.02	21.38	21.74	22.10	22.45
	109	18.73	19.24	19.76	20.27	20.79	21.15	21.51	21.86	22.23	22.61
	110	18.86	19.38	19.89	20.40	20.92	21.27	21.63	22.00	22.35	22.73
	111	18.99	19.50	20.01	20.54	21.04	21.40	21.77	22.12	22.49	22.84
	112	20.34	20.85	21.37	21.87	22.39	22.75	23.11	23.48	23.82	24.19
	113	21.24	21.77	22.27	22.79	23.30	23.66	24.02	24.37	24.74	25.11

2021 (2.5%)	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	101	18.15	18.68	19.20	19.72	20.26	20.63	20.98	21.36	21.72	22.11
	102	18.28	18.80	19.33	19.86	20.39	20.75	21.12	21.49	21.86	22.25
	103	18.42	18.93	19.47	19.99	20.51	20.89	21.25	21.62	21.99	22.37
	104	18.55	19.07	19.60	20.12	20.65	21.02	21.38	21.75	22.12	22.51
	105	18.68	19.20	19.72	20.26	20.78	21.15	21.52	21.88	22.26	22.62
	106	18.80	19.33	19.86	20.39	20.91	21.28	21.65	22.01	22.39	22.76
	107	18.93	19.47	19.99	20.51	21.05	21.40	21.78	22.15	22.51	22.91
	108	19.07	19.60	20.12	20.65	21.18	21.54	21.92	22.28	22.65	23.02
	109	19.20	19.72	20.26	20.78	21.31	21.68	22.04	22.41	22.78	23.18
	110	19.33	19.86	20.39	20.91	21.44	21.80	22.17	22.55	22.91	23.29
	111	19.47	19.99	20.51	21.05	21.56	21.94	22.31	22.67	23.05	23.41
	112	20.85	21.37	21.90	22.42	22.95	23.32	23.69	24.06	24.42	24.79
	113	21.78	22.31	22.82	23.36	23.88	24.26	24.62	24.98	25.36	25.74

2022 (2.5%)	GRADE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	101	18.61	19.14	19.68	20.22	20.76	21.15	21.51	21.89	22.27	22.66
	102	18.74	19.27	19.81	20.36	20.90	21.27	21.65	22.02	22.41	22.80
	103	18.88	19.41	19.95	20.49	21.03	21.41	21.78	22.16	22.54	22.93
	104	19.01	19.55	20.09	20.62	21.17	21.54	21.92	22.30	22.67	23.08
	105	19.14	19.68	20.22	20.76	21.30	21.67	22.06	22.43	22.81	23.19
	106	19.27	19.81	20.36	20.90	21.43	21.82	22.19	22.56	22.95	23.33
	107	19.41	19.95	20.49	21.03	21.58	21.94	22.32	22.70	23.08	23.48
	108	19.55	20.09	20.62	21.17	21.71	22.08	22.46	22.84	23.22	23.59
	109	19.68	20.22	20.76	21.30	21.84	22.22	22.59	22.97	23.35	23.76
	110	19.81	20.36	20.90	21.43	21.98	22.34	22.73	23.11	23.48	23.88
	111	19.95	20.49	21.03	21.58	22.10	22.48	22.87	23.24	23.62	24.00
	112	21.37	21.90	22.45	22.98	23.53	23.90	24.28	24.67	25.03	25.41
	113	22.32	22.87	23.39	23.94	24.48	24.86	25.24	25.61	25.99	26.39

Step 1	120 Days (Probation)
Step 2	After 120 Days
Step 3	After 1 Year
Step 4	After 3 Years
Step 5	After 5 Years
Step 6	After 10 Years
Step 7	After 15 Years
Step 8	After 20 Years
Step 9	After 25 Years
Step 10	After 30 Years

EXHIBIT B

CLASSES ASSIGNED TO PAY GRADES

**Grade 101**

Custodian

**Grade 103**

Meter Reader

**Grade 104**

Laborer

Motor Equipment Operator Apprentice

**Grade 105**

Meter Serviceperson

Meter Technician I

**Grade 106**

Animal Care Technician

Water Plant Operator

Wastewater Plant Operator

**Grade 107**

Meter Technician II

Plant Maintenance Apprentice

Animal Control Officer

Maintenance/Custodian

Lift Station Mechanic Apprentice

**Grade 108**

Working Foreperson

Master Motor Equipment Operator

Equipment Maintenance Mechanic

**Grade 109**

Laboratory Technician I

Apprentice Master Technician

**Grade 110**

Crew Leader

Laboratory Technician II

Lineperson

**Grade 111**

Plant Maintenance Mechanic

Lift Station Mechanic

**Grade 112**

Master Technician

**Grade 113**

Shop Foreperson

EXHIBIT C

**COB SALARY SCHEDULE - 40 HOUR**

Hourly rate times 173.33 equals monthly rate, rounded out to nearest dollar.

Hourly rate time 80 equals bi-weekly rate, rounded out to nearest dollar.

Hourly rate times 40 equals weekly rate, rounded out to nearest dollar.

Hourly rate times 2080 equals annual rate, rounded out to nearest dollar.

## APPENDIX A

For Full Time Employees (scheduled to work 40  
hours or more per week)

Total amount of paid time off is the COMBINATION of  
Section (A) and Section (B)

<b>SECTION (A) <u>CREDITED</u> PAID TIME OFF IN HOURS</b>
---

Awarded at the beginning of the year in hours.

<b>CHART 1</b>	<b>MONTH OF HIRE</b>	<b>HOURS CREDITED</b>	<b>CHART 2</b>	<b>CALENDAR YEAR OF EMPLOYMENT</b>	<b>HOURS CREDITED</b>
<b>FOR FULL TIME EMPLOYEES IN THEIR 1st CALENDAR YEAR OF EMPLOYMENT</b>	January	56	<b>FOR FULL TIME EMPLOYEES IN AT LEAST THEIR 2<sup>ND</sup> YEAR OF EMPLOYMENT</b>	2	96
	February	51		3	96
	March	46		4	96
	April	41		5	96
	May	36		6	104
	June	31		7	112
	July	26		8	120
	August	21		9	128
	September	16		10	144
	October	16		11	160
	November	16		12 and greater	176
	December	16			

<b>SECTION (B) <u>EARNED</u> PAID TIME OFF IN HOURS</b>
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For Full Time Employees who work 80 or more hours per bi-weekly pay  
period:

4 hours awarded each bi-weekly pay period.



## **APPENDIX B: For Full Time Employees**

(scheduled to work between 35 and 39 hours per week)

Total amount of paid time off is the COMBINATION of Section (A) and Section (B)

### **SECTION (A) *CREDITED* PAID TIME OFF IN HOURS**

**Awarded at the beginning of the year in hours.**

FIRST YEAR Mth. of Hire	HOURS WORKED PER WEEK				
	39	38	37	36	35
Jan.	55	53	52	50	49
Feb.	50	48	47	46	45
March	45	44	43	41	40
April	40	39	38	37	36
May	35	34	33	32	32
June	30	29	29	28	27
July	25	25	24	23	23
Aug.	20	20	19	19	18
Sept.	16	16	15	14	14
Oct.	16	16	15	14	14
Nov.	16	16	15	14	14
Dec.	16	16	15	14	14


YEARS	HOURS WORKED PER WEEK				
	39	38	37	36	35
2	94	91	89	86	84
3	94	91	89	86	84
4	94	91	89	86	84
5	94	91	89	86	84
6	101	99	96	94	91
7	109	106	104	101	98
8	117	114	111	108	105
9	125	122	118	115	112
10	140	137	133	130	126
11	156	152	148	144	140
12 and greater	172	167	163	158	154

### **SECTION (B) *EARNED* PAID TIME OFF IN HOURS**


**Awarded each biweekly pay period in hours.**

	HOURS WORKED PER WEEK				
	39	38	37	36	35
<b>EARNED PTO HOURS EACH BI-WEEKLY PAY PERIOD</b>	4	4	4	3.5	3.5

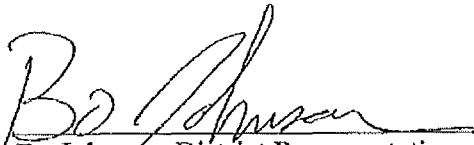
In witness whereof the parties have hereunto set their hands on the dates set out below:

  
\_\_\_\_\_  
John Hamilton, Mayor  
City of Bloomington

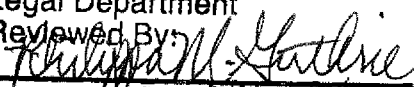
Date: 12/20/18

  
\_\_\_\_\_  
Steve Robertson, President  
Local 2487, A.F.S.C.M.E. Council 962, AFL-CIO

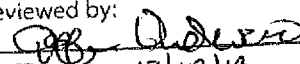
Date: 12-26-18

  
\_\_\_\_\_  
Bo Johnson, District Representative  
Indiana Council 962, A.F.S.C.M.E., AFL-CIO

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By:   
\_\_\_\_\_  
DATE: 12-20-18

**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By: MIKE ROWKER  
\_\_\_\_\_  
DATE: 12/17/2018

**CITY OF BLOOMINGTON**  
Controller  
Reviewed by:   
\_\_\_\_\_  
DATE: 12/20/18  
FUND/ACCT: 518