

**CITY OF BLOOMINGTON  
COUNCIL MEETING AGENDA  
109 E. OLIVE  
MONDAY, AUGUST 26, 2013 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Recognition/Appointments**
  - A. 2013 Beautification Awards (*30 Minutes*)**
  - B. Introduction of Appointments to the Property Maintenance Review Board by Mayor Tari Renner**
- 6. "Consent Agenda"**
  - A. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
  - B. Appointments. (Recommend that they be approved.)**
  - C. Request to Approve Purchase of One (1) Police Pursuit Package Chevrolet Tahoe for the Police Department. (Recommend that the formal bidding process be waived and purchase one (1) 2014 Chevrolet Tahoe using the Northwest Suburban Purchasing Cooperative Contract from Currie Motors, Forest Park, IL in the amount of \$32,274.00 for the Police Department and the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.)**
  - D. Financial Assistance Agreement known as Partners in Conservation ("Agreement") between the Illinois Environmental Protection Agency, Bureau of Water ("IEPA") and the City of Bloomington. (Recommend that the Agreement be approved.)**

- E. Ratification of Contract with Local 362 Laborers International Union (Support Staff) for the period of May 1, 2009 through April 30, 2013. (Recommend that the Contract be ratified.)**
  - F. Ratification of Collective Bargaining Agreement between Bloomington Public Library Board of Trustees/City of Bloomington and AFSCME Local 699. (Recommend that the Contract be ratified.)**
  - G. Request for Alcohol in Miller Park Zoo for the Miller Park Zoological Society Fundraiser, known as ZooDo. (Recommend that the Ordinance be passed.)**
- 7. “Regular Agenda”**
  - A. Review of Executive Session Minutes from 1995 – 2013. (Recommend that the Resolution be adopted.) (*15 minutes*)**
- 8. City Manager’s Discussion**
- 9. Mayor’s Discussion**
- 10. City Aldermen’s Discussion**
- 11. Executive Session – cite section**
- 12. Adjournment**
- 13. Notes**



FOR COUNCIL: August 26, 2013

**SUBJECT:** Bills and Payroll

**RECOMMENDATION/MOTION:** That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The list of bills and payrolls will be posted on the City’s website on Wednesday, August 21, 2013 by posting via the City’s web site.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: August 26, 2013

**SUBJECT:** Appointments to the Property Maintenance Review Board

**RECOMMENDATION/MOTION:** That the Appointments and Reappointments be approved.

**STRATEGIC PLAN LINK:** Goal 3. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3.e. Strong partnership with residents.

**BACKGROUND:** I ask your concurrence in the appointment of Mark Williams of 602 Bradley Dr, Bloomington 61704 to the Property Maintenance Review Board. His three (3) year term will expire April 30, 2017.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor contacted all appointments.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Tari Renner  
Mayor

**Attachments:** Attachment 1. Property Maintenance Review Board Roster

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			

**Bloomington Property Maintenance Review Board**

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Appointment Date	Year First Appt
Property Maintenance Review Board	Contractor		VACANT							
Property Maintenance Review Board	Tenant		VACANT							
Property Maintenance Review Board	Tenant		VACANT							
Property Maintenance Review Board	Large Landlord		John	Capodice	2827 Capodice Rd	Bloomington	61704	06/01/14	06/13/11	2011
Property Maintenance Review Board	Citizen At Large		Julie	Morgan	705 Ohara	Bloomington	61701	06/01/14	06/13/11	2011
Property Maintenance Review Board	Small Landlord		Valerie	Dumser	809 W Washington St	Bloomington	61701	06/01/14	06/13/11	2011
Property Maintenance Review Board	Contractor		Brent	Moore	6 Keisha Dr, Apt #7	Bloomington	61704	01/31/15	01/09/12	2012

Property Maintenance Review Board	Staff		Sharon	Walker	109 E Olive St	Bloomington	61701			
-----------------------------------	-------	--	--------	--------	----------------	-------------	-------	--	--	--

<b>Number of Vacancies</b>	3
<b>Number of Applications on file</b>	6
<b>Number of Expired Board Members</b>	0

**Notes**  
 3 year terms  
 7 members  
 Number Mayor Appoints: 7  
 Type: Internal  
 City Code:  
 Required by code - State or City: No  
 Meets quarterly as needed, 4th Thurs of Jan, Apr, July, Oct at 3:00pm - Council Chambers.  
 Occasionally there might be more than four meetings per year.



FOR COUNCIL: August 26, 2013

**SUBJECT:** Request to Approve Purchase of One (1) Police Pursuit Package Chevrolet Tahoe for the Police Department

**RECOMMENDATION/MOTION:** That the formal bidding process be waived and purchase one (1) 2014 Chevrolet Tahoe using the Northwest Suburban Purchasing Cooperative Contract from Currie Motors, Forest Park, IL in the amount of \$32,274 for the Police Department and the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

**STRATEGIC PLAN SIGNIFICANCE:** Strategic Goal 5 – Great Place – Livable, Sustainable City

**BACKGROUND:** The Police Department has a 2007 GMC Yukon Four Wheel Drive that is scheduled for replacement in this Fiscal Year 2014. This unit will have over 130,000 miles on it when the new unit is delivered. This unit has averaged \$2,500 per year in maintenance costs. Recent repairs include Front end work, Brake hydro boost, Power steering, Body control module, and other electrical issues. The unit is a vital piece of equipment for getting around during snow and ice events. The Police Department Fiscal Year 2014 Budget has \$34,505 budgeted for replacement of this unit. The Tahoe will cost \$32,274. The Police equipment to be installed will be moved over from the replacement unit. The Suburban Purchasing Cooperative is a cooperative of 150 municipalities in the six county areas of Northern Illinois. Every municipality and government agency in the State of Illinois is authorized to participate in this program. The City of Bloomington has successfully used this Cooperative in the past. In addition, staff respectfully requests to have the replacement unit declared surplus and be sold on public auction.

**ALDERMANIC COMMITTEE BACKGROUND:**

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** The Police Department Fiscal Year 2014 Budget 10015110-72130 has \$34,505.00 budgeted for replacement of this unit. The Tahoe will cost \$32,274. The Police equipment to be installed will be moved over from the replacement unit. The replacement unit is expected to bring \$14,000 at public auction. Stakeholders can find this vehicle in the FY 2014 Budget in the book titled “Budget Overview and General Fund” pages 134 and 256.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch Public Works Director

Reviewed by: Barb Adkins Deputy City Manager

Reviewed by: R.T. Finney, Interim Police Chief

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by:

J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Photo  
Attachment 2. Specifications

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			



BLOOMINGTON  
**POLICE**

*Improving the Quality of Life in Our Community*

05

05

**POLICE**

GMC

WV 60844

EMERGENCY 911  
EMERGENCY SERVICE



P05

**Currie Motors Fleet Forest Park**  
**SPC Contract Winner**  
**2014 Chevrolet Tahoe Pursuit Package**  
**Call Tom Sullivan (815) 464-9200**

**Standard Package: \$23,986.00**

3 year 36000 Bumper to Bumper 5 year 100000 Power train warranty

- Free Delivery within 30 miles
- Air Bags - dual stage frontal, driver and right front passenger with passenger sensing system.
- Air Bags - head curtain side impact, first and second row outboard seating positions with rollover sensor
- Air Bags - seat mounted side impact, driver and right front passenger for thorax and pelvic protection
- Air Conditioning - dual zone manual climate control & rear auxiliary
- Assist Handles - front passenger and second row outboard
- Audio System – AM/FM Stereo with CD Player
- Cruise Control – electronic
- Defogger – rear window electric
- Door Locks – power programmable with lockout protection
- Engine – Vortec 5.3L V8 SFI FlexFuel
- Headliner – cloth
- Heater – rear auxiliary with passenger heating ducts
- Instrumentation – analog
- Key – single two sided
- LATCH System – Lower Anchors and Top tethers for Children) for child safety seats
- Lighting – interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Mirror – inside rearview manual day/night
- Power Outlets – 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
- Remote vehicle starter prep package – includes Remote Keyless Entry
- Safety Belts – 3-point, driver and front passenger in all seating positions
- Seat Adjuster – driver 6-way power
- Seats – 40/20/40 split-bench with custom cloth, 3-passenger, driver and front passenger manual reclining, center fold-down armrest with storage, lockable storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets

- Seat Delete – 3<sup>rd</sup> row passenger
- Steering Column, tilt-wheel, adjustable with brake/transmission shift interlock
- Steering Wheel – vinyl
- Theft-deterrent System – vehicle, PASS-Key III
- Tire Pressure Monitoring System- (does not apply to spare tire)
- Visors
- Warning Tones
- Windows – power with driver Express-down and lockout features
- Assist Steps – black
- Daytime Running Lamps – with automatic exterior lamp control
- Door Handles – black
- Fascia – front color keyed
- Fascia – rear color keyed
- Glass – Solar-Ray deep tinted (all windows except light-tinted glass on windshield and driver and front passenger side glass)
- Headlamps – dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Liftgate – with liftglass, rear door system with rear-window wiper/washer
- Mirrors – outside heated power-adjustable, manual-folding
- Recovery Hooks – front, frame-mounted
- Tire – spare P265/70R17
- Tires – P265/70R17 all-season, blackwall
- Tire Carrier – lockable outside spare, winch-type mounted under frame at rear
- Wheel – 17” full-size, steel spare
- Wipers – front intermittent wet-arm with flat blade and pulse washers
- Wiper – rear intermittent with washer
- Alternator – 160 amps
- Brakes – 4-wheel anti-lock, 4-wheel disc, VAC power
- Cooling – auxiliary transmission oil cooler, heavy-duty air-to-oil
- Cooling – external engine oil cooler
- StabiliTrak – stability control system with Proactive Roll Avoidance and Traction Control
- Steering – power
- Suspension – front coil-over shock with stabilizer bar
- Suspension – rear multi-link with coil springs
- Suspension Package – police rated
- Transmission – 6-speed automatic electronically controlled with overdrive
- XM Radio Delete

## Additional Options and Order Form

Contact Name: Rob Kronos  
 Phone# 309 434 2296  
 P.O. # \_\_\_\_\_  
 Tax Exempt # \_\_\_\_\_

*Pending Council approval*

Quantity

1
---

PLEASE SUBMIT P.O. TO:

**Currie Motors Fleet**  
 7901 W. Roosevelt Rd.  
 Forest Park, IL 60461  
 PHONE: (815)464-9200 FAX: (815)464-7500  
 Contact Person: Tom Sullivan  
 curriefleet@gmail.com

**Check desired options:**

<input checked="" type="checkbox"/>	4x4 Special Services Vehicle	\$5,385.00
<input type="checkbox"/>	Content Theft Alarm Disable	STD
<input type="checkbox"/>	Identifier for Special Services Vehicle	N/C
<input type="checkbox"/>	Ignition – 100-amp main power supply	\$50.00
<input type="checkbox"/>	OnStar	NA
<input type="checkbox"/>	Seats – front cloth and second row vinyl. Provides cloth front seats with power driver-side but retains standard vinyl trim on 2 <sup>nd</sup> row seats	STD
<input type="checkbox"/>	Ship Thru to Kerr Industries – required for post plant assembly and 2 <sup>nd</sup> stage optional content. Dealer “invoice only” charge for transportation costs to move vehicle from plant to 2 <sup>nd</sup> stage activity and return vehicle to plant	Included
<input type="checkbox"/>	Ground Studs – auxiliary, 2 per vehicle in the rear compartment	Included
<input type="checkbox"/>	Luggage Rack – delete	Included
<input type="checkbox"/>	Radio Suppression – braided brass straps attached to various body locations	Included
<input type="checkbox"/>	Wheels – 4-17”x7.5” steel	Included
<input checked="" type="checkbox"/>	<b>Special Service Package Only (4x4)</b> Trailing Package – heavy-duty, includes (KNP) external transmission oil cooler and (KC4) engine oil cooler, provides increased trailing capacities	\$265.00
<input type="checkbox"/>	Air Cleaner – high capacity	STD
<input type="checkbox"/>	Battery – heavy-duty 730 cold-cranking amps	STD
<input type="checkbox"/>	Console Delete Required with Bucket Seats	N/C
<input type="checkbox"/>	Door Handles – inside rear doors inoperative (doors can only be opened from the outside)	\$66.00

<input type="checkbox"/>	Floor Covering – color-keyed carpeting	\$190.00
<input type="checkbox"/>	Key Common – complete special service vehicle fleet	\$25.00
<input checked="" type="checkbox"/>	Remote Keyless Entry Fleet Package – programmable, includes 6 additional remotes	\$75.00
<input type="checkbox"/>	Remote Vehicle Starter System – includes remote keyless entry	\$195.00
<input type="checkbox"/>	Seat Adjuster – front passenger 6-way power	Included
<input checked="" type="checkbox"/>	Seats – front bucket with premium cloth, 6-way power driver and front passenger seat adjuster, outboard adjustable head restraints, floor console and rear storage pockets ( <i>requires console delete</i> )	\$135.00
<input type="checkbox"/>	Switches – rear window inoperative (rear windows can only operate from driver's position)	\$56.00
<input checked="" type="checkbox"/>	Wiring – auxiliary speaker	\$55.00
<input checked="" type="checkbox"/>	Wiring – grille lamps and speakers	\$102.00
<input checked="" type="checkbox"/>	Wiring – horn and siren circuit	\$36.00
<input type="checkbox"/>	Special Solid Paint – one color	\$275.00
<input type="checkbox"/>	Flasher System – headlamp and tail lamp, DRL compatible with control wire	\$480.00
<input type="checkbox"/>	Headlamps, daytime running lamps and automatic headlamp control delete	\$1.00
<input checked="" type="checkbox"/>	License Plate Bracket – front (will be forced on orders with ship-to states that require a front license plate)	\$15.00
<input type="checkbox"/>	Moldings – color keyed body side	\$100.00
<input type="checkbox"/>	Roof-Mounted Lamp – provisions	\$30.00
<input type="checkbox"/>	Spot lamp – left-hand	\$460.00
<input checked="" type="checkbox"/>	Spot lamps – left and right-hand	\$820.00
<input type="checkbox"/>	Tire – spare P265/70R17 on/off-road, black wall (SSV only)	STD
<input type="checkbox"/>	Tires – P265/70R17 on/off-road, black wall (SSV only)	STD
<input type="checkbox"/>	Wheels – 4-17" x 7.5" bright aluminum 4x4 SSV only	\$395.00
<input type="checkbox"/>	Batteries – dual heavy-duty 730 cold-cranking amps	\$115.00
<input type="checkbox"/>	Brake Controller – integrated trailer	\$200.00
<input checked="" type="checkbox"/>	Differential – heavy-duty locking rear	\$295.00
<input type="checkbox"/>	Emissions – federal requirements	N/C
<input type="checkbox"/>	Engine Block Heater	\$75.00
<input type="checkbox"/>	Skid Plate Package	STD
<input checked="" type="checkbox"/>	City Brake Package	\$125.00

**Other Options:**

<input checked="" type="checkbox"/>	Delivery of more than 30+ miles	\$150.00
<input checked="" type="checkbox"/>	Detailed Shop Manual (CD)	\$250.00

**Additional Options/Deletions Available:**

<input checked="" type="checkbox"/>	Rust Proofing	\$295.00
<input checked="" type="checkbox"/>	Secure - idle override	\$285.00

**Exterior Colors:**

<input type="checkbox"/>	Mocha Steel Metallic	N/C
<input checked="" type="checkbox"/>	Black	N/C
<input type="checkbox"/>	Summit White	N/C
<input type="checkbox"/>	Silver Ice Metallic	N/C
<input type="checkbox"/>	Black Granite Metallic (additional charge)	\$195.00
<input type="checkbox"/>	Crystal Red Tint Coat	\$195.00

**Interior Colors:**

<input checked="" type="checkbox"/>	Ebony
-------------------------------------	-------

**Order Cutoff August 22, 2013  
No Special Paint Available  
Units in Stock**

**Call for Details**

**Tom Sullivan (815) 464-9200**

**Total from Standard Package: \$23,986.00**  
**Total from Options: \$ 8,288.00**  
**Grand total: \$32,274.00**



FOR COUNCIL: August 26, 2013

**SUBJECT:** Financial Assistance Agreement known as Partners in Conservation (“Agreement”) between the Illinois Environmental Protection Agency, Bureau of Water (“IEPA”) and the City of Bloomington.

**RECOMMENDATION/MOTION:** That the Agreement be approved.

**STRATEGIC PLAN SIGNIFICANCE:** Goal 1: Upgrade City Infrastructure and Facilities, Objective 2: Quality Water for the Long Run.

**BACKGROUND:** Staff respectfully requests that Council authorize entering into the Agreement between the IEPA and the City of Bloomington for the funding of a shoreline erosion control project at the Evergreen Lake reservoir. This cooperative effort would entail the funding of a \$95,000 project with \$45,000 coming from Illinois Environmental Protection Agency, Bureau of Water and \$50,000 coming from the City of Bloomington Water Improvement Fund.

To date, the Water Department has garnered over \$500,000 in competitive cash grants from the Sand County Foundation, a private foundation that funds watershed programs. In addition, in 2012, the Water Department was the recipient of a competitive cash grant from IEPA in the amount of \$36,000. This Agreement will add to that tally and will utilize a proven mitigation effort (shoreline protection) that is part of the IEPA’s strategy to reduce phosphorous in the City’s drinking water reservoirs.

The Agreement is designed to mitigate problems with reservoirs that have been to be determined to be impaired based upon targeted contaminants that may be found in the reservoirs above certain levels.

This Agreement is the culmination of many years of work on improving the quality of the City’s drinking water reservoirs. Starting in 2003, the Illinois Environmental Protection Agency conducted a Source Water Assessment and a Total Maximum Daily Load (“TMDL”) analysis of the Evergreen Lake reservoir. A TMDL is the greatest amount of a given contaminant that a reservoir can receive without violating water quality standards and designated uses.

The Evergreen Lake reservoir is a high quality reservoir but it is impaired by phosphorous which can stimulate the growth of algae within the reservoir eventually resulting in low dissolved oxygen levels and the proliferation of nuisance organisms. Phosphorous can come from many sources but one known source is completely natural in that phosphorous can be released into the reservoir from soil that has eroded from the shoreline. To minimize the phosphorous load into the reservoir, shoreline erosion must be reduced.

Once the Source Water Assessment and a Total Maximum Daily Load (“TMDL”) analysis of the Evergreen Lake reservoir was completed in 2006, an implementation plan for reducing pollutants in the reservoirs was determined and only then could grant dollars from the State and Federal government become available for implementation or mitigation effort. The awarding of grant dollars is a competitive process and the amount in the Partners in Conservation program can vary from year to year. The City has applied for grant dollars in the past but has not been successful in its efforts to complete a project from this funding source.

This project will be competitively bid and will be administered by the McLean County Soil and Water Conservation Office utilizing the Water Conservationist that the City funds the majority of that position through our Intergovernmental Agreement with McLean County, the Town of Normal and the McLean County Soil and Water Conservation Office.

Staff therefore respectfully requests that the Council authorize the entering into the Agreement between the IEPA and the City of Bloomington. The City's portion for this \$95,000 project is \$50,000 and will be paid for from the City of Bloomington Water Improvement Fund. This project is identified in the Water Purification Budget under Other Professional Technical Services as the Reservoir Shoreline/Stream Erosion Control Improvements project in the amount of \$200,000. No funds have been expended for this project at this time

**ALDERMANIC COMMITTEE BACKGROUND:** None

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None

**FINANCIAL IMPACT:** The City's commitment to this Agreement in the amount of \$50,000 is budgeted in the Water Purification Budget under "Other Professional Technical Services" 50100130-70220 as the Reservoir Shoreline/Stream Erosion Control Improvements. Stakeholders may locate this on page 144 in the FY 2014 Budget book titled "Other Funds & Capital Improvement Program."

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Director of Water

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			



**Consent Agenda Item 6D.  
Attachment 1**

**THIS ITEM WILL BE AVAILABLE ON  
FRIDAY, AUGUST 23, 2013**



FOR COUNCIL: August 26, 2013

**SUBJECT:** Ratification of Contract with Local 362 Laborers International Union (Support Staff) for the period of May 1, 2009 through April 30, 2013

**RECOMMENDATION/MOTION:** That the Contract be ratified.

**STRATEGIC PLAN SIGNIFICANCE:** Goal 1. Financially Sound City Providing Quality Basic Services. Objectives: d. City services delivered in the most cost-effective, efficient manner, e. Partnering with others for the most cost-effective service delivery

**BACKGROUND:** On April 16, 2009 the parties met and began to negotiate changes to the agreement that would expire on April 30, 2011. The parties were not successful in reaching an agreement and the City made a final offer to the Union on December 14, 2010. This final offer was imposed on January 1, 2011. The highlights of the Imposed Contract changes are outlined below.

On May 12, 2011 Laborers Local 362 – Support Staff and the City staff began negotiating the terms for a successor collective bargaining agreement. The parties last met on July 26, 2013. The Union ratified the Successor Contract on August 8, 2013. The highlights of the Successor Agreement changes are outlined below.

Highlights of Contract:

### **Imposed Contract**

#### **Sick Leave**

- Elimination of Sick Leave Buy Back and Monthly RHS contributions for employees hired after May 1, 2009.

#### **Health Insurance**

- Employees will be eligible for the Blue Cross/Blue Shield PPO Well Plan and the Health Alliance HMO Well Plan. The Well Plan raises deductibles from \$250 to \$400. This change was effective January 1, 2013.

#### **Wages**

- May 1, 2009 wage table will be increased by 0% on May 1, 2009 and 2% on May 1, 2010 with retroactive pay.

#### **Other**

- Elimination of the following language “The City agrees not to subcontract out bargaining unit work for permanent replacements. The preceding sentence shall not be construed as prohibiting the hiring of temporary support help to fill temporary absences in the bargaining unit.”
- Addition of “scheduled work day” limitation for Community Service Officers court overtime.
- Use of an employee’s full-time date of hire for determining longevity and leave accruals if the employee is hired after May 1, 2009.
- Requirement to request tuition reimbursement from Department Head by August 1, in order to be eligible for funds the following fiscal year with Council approval through the budget.

## Successor Agreement

### Wages

- May 1, 2011 wage table will be increased by 2% and 2% on May 1, 2012 with retroactive pay for those who retired and Kelly Baar.
- Elimination of .20 per hour wage reduction for probationary employees.
- \$500 signing bonus for those members employed upon Council ratification of contract.

### Sick Leave

- Reduce Sick Leave accrual for new hires from 20 hours of sick leave for employees first twelve (12) months to an employee's first nine (9) months effective with employees hired after August 26, 2013.
- Employees will be eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent in a fiscal year.

### Other

- Elimination of Court Exchange Days for new Community Service Officers hired after August 26, 2013.
- Elimination of Emergency Leave.

### Subcontract Language

- Right to contract out any work City deems necessary in the interest of efficiency, economy, improved work product or emergency.
- Ability to implement the decision prior to the conclusion of impact or effects bargaining.

### **ALDERMANIC COMMITTEE BACKGROUND: NA**

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Council and Local 362 – Support Staff.

### **FINANCIAL IMPACT:** The financial impact of the Tentative Agreements includes:

- Increase in wage tables for existing employees by 2% effective May 1, 2010, 2% effective May 1, 2011 (with retro) and 2% effective May 1, 2012 (with retro). Estimated cost of the 2% (without longevity) for FY 11 is \$16,973 and for FY 12 is \$17,264.
- Increase in rate of pay for probationary employee which will amount to \$208 dollars over a six (6) month period.
- Elimination of Sick Leave Buy Back at retirement and on a monthly basis.
- Reduction in City Health Insurance costs. Estimated savings for 2013 is \$25,094.
- \$500 signing bonus for bargaining unit employees on payroll at time of ratification. Estimated 30 employees at \$15,000.
- Increased the time employees get to longevity steps and increase leave time by using their full-time date of hire versus their last continuous date of hire.

For stakeholders the cost is spread across multiple department budgets. Local 362 Laborers International Union (Support Staff) is represented by employees in numerous departments.

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Human Resources Specialist

Reviewed by: Emily Bell, Human Resources Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Finance Director

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Contract

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			

**AGREEMENT**

**Between**

**CITY OF BLOOMINGTON**

**BLOOMINGTON, ILLINOIS**

**and**

**LOCAL 362**

**LABORERS INTERNATIONAL UNION**

**SUPPORT STAFF**

**May 1, 2009 - April 30, 2013**

AGREEMENT	1
ARTICLE 1 RECOGNITION	2
Section 1.1. Representation and Bargaining Unit.	2
ARTICLE 2 UNION SECURITY	2
Section 2.1. Dues Check Off.	2
Section 2.2. Fair Share.	3
Section 2.3. Indemnification.	4
ARTICLE 3 GRIEVANCE PROCEDURE	4
Section 3.1. Definition and Procedure.	4
Section 3.2. Arbitration.	6
Section 3.3. Authority of Arbitrator.	7
Section 3.4. Expenses of Arbitration.	8
Section 3.5. Time Limit for Filing.	8
ARTICLE 4 STEWARD CLAUSE	9
ARTICLE 5 NO STRIKE AND NO LOCKOUT	9
Section 5.1. No Strike.	9
Section 5.2. No Lockout.	10
ARTICLE 6 HOURS OF WORK AND OVERTIME	10
Section 6.1. Normal Workweek.	10
Section 6.2. Overtime.	11
Section 6.3. Breaks.	12
Section 6.4. Flex Time.	13
Section 6.5. No Pyramiding.	13
ARTICLE 7 WAGES AND LONGEVITY	13
Section 7.1. Wages.	13
Section 7.2. CSO Shift Differential.	14
Section 7.3. Longevity Pay.	15
Section 7.4. Call-ins.	15
Section 7.5. Working Out of Classification.	15
Section 7.6. Out of Classification Pay.	16
Section 7.7. CSO Court Time.	16
Section 7.8. Flex Cash Participation.	17
ARTICLE 8 HOLIDAYS	17
Section 8.1. Number of Holidays.	17
Section 8.2. Holiday on Scheduled Workday.	18
Section 8.3. Eligibility for Holiday Pay.	18
ARTICLE 9 VACATION	18
Section 9.1. Length of Vacation.	18
Section 9.2. Scheduling.	19
Section 9.3. Separation and Reinstatements.	19
ARTICLE 10 DISCIPLINE AND DISCHARGE	20
Section 10.1. Reason for Disciplinary Action.	20
Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.	20
Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.	21
Section 10.4. Drug and Alcohol Testing Permitted.	21
Section 10.5. Order to Submit to Testing.	22
Section 10.6. Tests to be Conducted.	22
Section 10.7. Right to Contest.	24
Section 10.8. Discipline and Voluntary Requests for Assistance.	25
Section 10.9. Removal of Adverse Material.	26
ARTICLE 11 LEAVES	27
<del>Section 11.1. Emergency Leave.</del>	27
Section 11.1. Personal Convenience Leave.	28
Section 11.2. Sick Leave.	28
Section 11.3. Bereavement Leave.	32

Section 11.4. Injury Leave.	32
Section 11.5. Military Leave.	34
Section 11.6. Jury Duty.	34
Section 11.7. Leave Without Pay.	35
Section 11.8. Leave of Absence to Accept Full-time Position with Union.	35
Section 11.9. FMLA and ADA.	35
Section 11.10. Wellness Day.	36
Section 11.11. Court Days.	36
ARTICLE 12 SENIORITY	37
Section 12.1. Definition.	37
Section 12.2. Seniority Principle.	38
Section 12.3. Probationary Period.	38
Section 12.4. Promotions and Vacancies.	38
Section 12.5. Layoff and Recall Procedure.	40
Section 12.6. Termination of Seniority.	41
ARTICLE 13 BENEFITS	41
Section 13.1. Physical Fitness Incentive.	41
Section 13.2. Group Insurance Plan.	42
Section 13.3. Tuition Reimbursement.	43
Section 13.4. LIUNA Pension.	45
Section 13.5. CSO Uniforms and Clothing.	46
ARTICLE 14 MANAGED COMPETITION	46
ARTICLE 15 MANAGEMENT RIGHTS	47
Section 15.1. Management Rights.	47
Section 15.2. Emergency Conditions.	48
ARTICLE 16 SAVINGS	48
ARTICLE 17 ENTIRE AGREEMENT	48
ARTICLE 18 TERM OF AGREEMENT	49
Appendix A – LIUNA AGREEMENT	52
Appendix B - Wage Table	

<b>LOCAL 362</b>									
<b>SUPPORT STAFF</b>									
<b>MAY 1, 2009 - APRIL 30, 2010</b>									
<b>zero percent increase</b>									
		<b>PROBA- TIONARY</b>	<b>BASE</b>	<b>5 YEARS</b> 5%	<b>10 YEARS</b> 7%	<b>15 YEARS</b> 9%	<b>20 YEARS</b> 11%	<b>25 YEARS</b> 13%	<b>30 YEARS</b> 15%
<b>SUPPORT STAFF V</b>		\$15.21	\$15.41	\$16.18	\$16.49	\$16.79	\$17.10	\$17.41	\$17.72
<b>SUPPORT STAFF IV</b>		\$13.84	\$14.04	\$14.74	\$15.02	\$15.30	\$15.58	\$15.86	\$16.14
<b>SUPPORT STAFF III</b>		\$12.23	\$12.43	\$13.05	\$13.30	\$13.55	\$13.79	\$14.04	\$14.29
<b>SUPPORT STAFF II</b>		\$10.87	\$11.07	\$11.62	\$11.85	\$12.07	\$12.29	\$12.51	\$12.73
<b>SUPPORT STAFF I</b>		\$9.72	\$9.92	\$10.42	\$10.62	\$10.82	\$11.01	\$11.21	\$11.41

<b>LOCAL 362</b>									
<b>SUPPORT STAFF</b>									
<b>MAY 1, 2010 - APRIL 30, 2011</b>									
<b>2 percent increase</b>									
		<b>PROBA- TIONARY</b>	<b>BASE</b>	<b>5 YEARS</b> 5%	<b>10 YEARS</b> 7%	<b>15 YEARS</b> 9%	<b>20 YEARS</b> 11%	<b>25 YEARS</b> 13%	<b>30 YEARS</b> 15%
<b>SUPPORT STAFF V</b>		\$15.51	\$15.71	\$16.50	\$16.81	\$17.13	\$17.44	\$17.76	\$18.07
<b>SUPPORT STAFF IV</b>		\$14.12	\$14.32	\$15.04	\$15.32	\$15.61	\$15.89	\$16.18	\$16.47
<b>SUPPORT STAFF III</b>		\$12.48	\$12.68	\$13.31	\$13.56	\$13.82	\$14.07	\$14.32	\$14.58
<b>SUPPORT STAFF II</b>		\$11.09	\$11.29	\$11.86	\$12.08	\$12.31	\$12.53	\$12.76	\$12.99
<b>SUPPORT STAFF I</b>		\$9.92	\$10.12	\$10.63	\$10.83	\$11.03	\$11.24	\$11.44	\$11.64



<b>WAGE SCHEDULE</b>							
<b>MAY 1, 2009 - APRIL 30, 2010</b>							
<b>zero percent increase</b>							
<b>NAME</b>	<b>Base</b>	<b>5 year</b>	<b>10 year</b>	<b>15 year</b>	<b>20 year</b>	<b>25 year</b>	<b>30 year</b>
		<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>11%</b>	<b>13%</b>	<b>15%</b>
Upton, J.	\$17.39	\$18.26	\$18.61	\$18.95	\$19.30	\$19.65	\$20.00
Eddy, J.	\$14.05	\$14.75	\$15.03	\$15.31	\$15.60	\$15.88	\$16.16
<b>WAGE SCHEDULE</b>							
<b>MAY 1, 2010 - APRIL 30, 2011</b>							
<b>2% increase</b>							
<b>NAME</b>	<b>Base</b>	<b>5 year</b>	<b>10 year</b>	<b>15 year</b>	<b>20 year</b>	<b>25 year</b>	<b>30 year</b>
		<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>11%</b>	<b>13%</b>	<b>15%</b>
Upton, J.	\$17.74	\$18.62	\$18.98	\$19.33	\$19.69	\$20.04	\$20.40
Eddy, J.	\$14.33	\$15.05	\$15.33	\$15.62	\$15.91	\$16.19	\$16.48

Appendix E - Wage Table

## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 2009, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows

## **ARTICLE 1 RECOGNITION**

### **Section 1.1. Representation and Bargaining Unit.**

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time support staff, excluding supervisors, probationary employees, temporary employees and all other employees of the City. ~~The City agrees not to subcontract out bargaining unit work for permanent replacements. The preceding sentence shall not be construed as prohibiting the hiring of temporary support help to fill temporary absences in the bargaining unit.~~

## **ARTICLE 2 UNION SECURITY**

### **Section 2.1. Dues Check Off.**

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

# AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

## **Section 2.2. Fair Share.**

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the nonmember employees and shall be remitted monthly to the

Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

### **Section 2.3. Indemnification.**

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

## **ARTICLE 3 GRIEVANCE PROCEDURE**

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

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. Forms may be obtained at the

Human Resources Department. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her supervisor, who is designated for this purpose by the City. The supervisor shall give his or her written answer within five (5) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within five (5) business days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union Steward. The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.

STEP 3: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Human

Resources Director within five (5) business days after the designated Department Head's answer in Step 2. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within five (5) business days following the meeting.

### **Section 3.2. Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the

right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

**Section 3.3. Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly



instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

**Section 3.4. Expenses of Arbitration.**

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 3.5. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit

or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

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

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

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

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

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted

stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

**Section 5.2. No Lockout.**

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

**ARTICLE 6 HOURS OF WORK AND OVERTIME**

**Section 6.1. Normal Workweek.**

The normal workweek shall consist of forty (40) hours of work. The normal workweek for employees hired prior to December 9, 1996 is 7:00 a.m. to 4:00 p.m.; 7:30 a.m. to 4:30 p.m.; or 8:00 a.m. to 5:00 p.m. (as designated by the Department Head) Monday through Friday. These hours can be changed through mutual agreement of the employee and the Department Head. The Department Head can occasionally require an employee to work different hours on a temporary basis upon reasonable notice to the employee.

CSO Shift Bid CSO's will be able to bid shifts by seniority starting November 1st of each year, to go into effect January 1 through December 31 of the subsequent year. CSO seniority is defined as full-time continuous hire as a CSO in the Bloomington Police Department. A CSO shall

have 48 hours from time of notice to a bid a shift. The hours for the front desk personnel will be established annually prior to the bidding of the shifts on November 1st. The hours of the front desk personnel will be consistent with the Patrol shifts. Employees will work an eight (8) hour day with a paid thirty (30) minute meal break.

**Section 6.2. Overtime.**

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Compensatory time shall not be used except by mutual agreement of the employee and the Department Head.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Employees shall be required to work overtime in order to meet the requirements of the City.

Posted overtime for CSO's - When it is known in advance there will be a need for overtime, it shall be posted. Any CSO who wishes to work the overtime posted shall place their name on the posted overtime sheet, if more than

one CSO signs up for the posted overtime seniority shall be the deciding factor. CSOs must sign up for no less than four (4) hour shifts. Any CSO who calls in sick on a their scheduled overtime assignment will not be able to sign up for overtime based on their seniority for a period of thirty (30) days. They will be required to sign up for overtime last on the seniority list. If no CSO has posted for overtime within forty-eight (48) hours of a scheduled vacancy, a CSO will be forced to work mandatory overtime.

Mandatory Overtime for CSO - Posted overtime vacancies that are not signed will be filled by using reverse seniority on a rotating basis. Absences creating mandatory overtime may require a CSO to be held over for no more than four (4) hours or called in no more than four (4) hours early. CSO's may agree to work beyond the four (4) hour period.

**Section 6.3. Breaks.**

(a) Meal Breaks. Employees are allowed one (1) daily uninterrupted meal break of sixty (60) minutes. CSO's will have a paid thirty (30) minute meal break. Employees who are not allowed to take their full sixty (60) minute meal break will receive overtime in accordance with Section 6.2 Overtime.

(b) Work Breaks. Employees are allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day.

#### **Section 6.4. Flex Time.**

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

#### **Section 6.5. No Pyramiding.**

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

### **ARTICLE 7 WAGES AND LONGEVITY**

#### **Section 7.1. Wages.**

(a) Effective May 1, 2009, the straight time hourly wage rate for the employees hired prior to December 9, 1996 and after December 9, 1996 will be increased by three zero percent (3-0%) over the rate provided for under the previous contract. Said new wages are attached hereto as Appendix "B and C".

(b) Effective May 1, 2010, the straight time hourly wage rates for the employees hired prior to December 9, 1996 and after December 9, 1996 will be increased by ~~three~~ ~~two~~ percent (~~3~~ ~~2~~%) over the rate provided for in the contract year immediately prior to said date. Said new wages are attached hereto as Appendix "B and C".

(c) Effective May 1, 2011, employees hired prior to December 9, 1996 and after December 9, 1996 shall be paid wages at an hourly rate which is ~~three~~ ~~two~~ percent (~~3~~ ~~2~~%) higher than their previous hourly base rate and consistent with the rates of pay incorporating longevity schedules as shown in Appendix "D".

(d) Effective May 1, 2012, employees hired prior to December 9, 1996 and after December 9, 1996 shall be paid wages at an hourly rate which is ~~three~~ ~~two~~ percent (~~3~~ ~~2~~%) higher than their previous hourly base rate and consistent with the rates of pay incorporating longevity schedules as shown in Appendix "D".

(e) Retro pay for May 1, 2011 and May 1, 2012 will only be available for employees on payroll at time of Council ratification Date, employees who retired and Kelly Baar. Employees employed as of the Council ratification date will be eligible for a one time \$500 signing bonus.

### **Section 7.2. CSO Shift Differential.**

A shift differential of \$1.00 per hour will be paid for hours worked before 6:00 a.m. and after 3:00 p.m. Swing

shifts will receive a shift differential of \$1.00 per hour for all hours worked.

**Section 7.3. Longevity Pay.**

Employees shall be entitled to longevity at the following rates:

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

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date.

**Section 7.4. Call-ins.**

An employee called back to work after going home shall receive two (2) hours of overtime pay even if he or she works less than two (2) hours after having been called back. Employees who work in excess of two (2) hours shall receive overtime pay in the amount of hours actually worked.

**Section 7.5. Working Out of Classification.**

Employees covered by this Agreement who work in a higher classification shall be paid the higher rate of pay when working eight (8) consecutive hours or more with the



authorization of the Department Head or his or her representative. The preceding sentence shall apply whether the employee is required to work in a bargaining unit or a non-bargaining unit position.

### **Section 7.6. Out of Classification Pay.**

Employees who work out of classification or when promoted to a higher classification, shall receive a cent per hour increase on their current wage equal to the increments between classifications as set forth in Appendix "B" (depending on contract year) or between the classified grades.

### **Section 7.7 CSO Court Time.**

~~CSO's shall receive two (2) hours of overtime pay for court time if the CSO actually has to appear in court. This is not "show up" time. The two (2) hours start at the time of the court appearance and multiple appearances within that two (2) hour time frame are all considered part of the same two (2) hour period. For any court appearance within two (2) hours of the CSO's starting time for work the amount of overtime commences at the appearance time and terminates at the start of the CSO's shift.~~

A CSO shall receive a minimum of two (2) hours of compensation at their appropriate overtime rate for appearances in court when such appearances occur outside of the CSO's regular duty hours and such appearances are

in the CSO's official capacity as a City of Bloomington employee.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the CSO is still in court, the CSO shall receive overtime compensation for any additional time actually spent by the CSO in court. If the two (2) hour period falls within the CSO's scheduled work day they will be compensated at the overtime rate from the time of the required court appearance up to their scheduled work day. Multiple court appearances within the same two (2) hour time frame are all considered part of the same two (2) hour period.

### **Section 7.8. Flex Cash Participation.**

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

## **ARTICLE 8 HOLIDAYS**

### **Section 8.1. Number of Holidays.**

The following days are holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas

Fourth of July  
Labor Day

Christmas Day  
½ Day New Year Eve

**Section 8.2. Holiday on Scheduled Workday.**

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

**Section 8.3. Eligibility for Holiday Pay.**

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days. CSOs who are scheduled on an above holiday who have an unscheduled absence will be ineligible for holiday pay.

**ARTICLE 9 VACATION**

**Section 9.1. Length of Vacation.**

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

Years of Continuous Service	Length of Vacation
6 months but less than 1 year	1 week
1 year, but less than 2 years	1 week
2 Years, but less than 8 years	2 weeks
8 Years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

**Section 9.2. Scheduling.**

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half (½) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

CSO vacation requests must be submitted no more than six (6) months and no less than twenty-four (24) hours in advance. The twenty-four (24) hour notice may be waived with supervisor approval.

**Section 9.3. Separation and Reinstatements.**

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will

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

## **ARTICLE 10 DISCIPLINE AND DISCHARGE**

### **Section 10.1. Reason for Disciplinary Action.**

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

### **Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.**

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

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

**Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.**

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

**Section 10.4. Drug and Alcohol Testing Permitted.**

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

Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.

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

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

**Section 10.5. Order to Submit to Testing.**

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

**Section 10.6. Tests to be Conducted.**

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

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) ensure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;



(h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

(j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

### **Section 10.7. Right to Contest.**

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any

other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

**Section 10.8. Discipline and Voluntary Requests for Assistance.**

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who, prior to any notification of drug or alcohol testing, voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;

(d) the employee agrees to submit to random testing during hours of work during the period of "aftercare".

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

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

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with his or her current pay to other more suitable duties.

### **Section 10.9. Removal of Adverse Material.**

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance

evaluations of satisfactory or better the City will, upon the written request to the Department Head by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

## ARTICLE 11 LEAVES

### Section 11.1. Emergency Leave.

~~Emergency Leave will be granted under the following circumstances:~~

~~(a) For a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action. The length of paid time off granted for the emergency shall be determined by the Department Head, or his or her representative, based on the normal length of time needed to make arrangements to resolve the emergency.~~

~~(b) For the time immediately surrounding either planned or unplanned surgery of an immediate family member. In the interpretation of this Section, immediate family member shall be construed to mean parent, spouse or child.~~

~~(c) Paid time off should not extend beyond one (1) business day for each emergency and may be extended for~~

~~as short a period as one (1) hour. After an employee has exhausted three (3) Emergency Leave days in a fiscal year, a Department Head or his or her representative at their discretion may extend Emergency Leave for a brief or infrequent pre-scheduled medical appointment or care for a sick parent, spouse or child. When an emergency situation extends beyond one (1) business day, permission to be absent from work for any additional time will have to be granted by the Department Head or his or her representative~~

### **Section 11.1. Personal Convenience Leave.**

Each full-time employee shall be granted sixteen (16) hours Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour at the convenience of the employee subject to the discretion of his or her supervisor. Personal Convenience Leave may not be accumulated from one fiscal year to another. CSOs will schedule Personal Convenience Leave time no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four hour notice may be waived with supervisor approval.

### **Section 11.2. Sick Leave.**

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse or child or

dependent. Employees are eligible to use up to 24 hours of sick leave for the unplanned surgery of their parent, step-parent or their spouses parent or step parent per fiscal year. All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. ~~There shall be added to that base one (1) sick day each month to a maximum of 960 hours of sick leave, which shall be paid at full pay during the time of illness.~~ Employees hired prior to ratification date (use actual date) This benefit shall be accrued by new employees from their date of hire at a rate of two and one-half (2½) days each month for his or her first twelve (12) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of 960 hours of sick leave. Employees hired after to ratification date (use actual date) shall accrued from their date of hire at a rate of two and one-half (2½) days each month for his or her first nine (9) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of 960 hours of sick leave.

Employees hired before May 1, 2009 shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. All employees hired before May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years

of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Sick Leave Used for Creditable Service  
(Supplemental Sick Leave).

Employees may have accumulated supplemental sick leave accrual of one hundred twenty (120) days for Illinois Municipal Retirement Fund creditable service purposes only. No new supplemental sick leave will accrue after December 31, 2007. It is understood between the parties that such additional supplemental accrual may never be used for paid time off. However, for those employee who have a Supplemental Sick Leave balance, up to 480 hours will be paid into the RHS if eligible for sick leave buyback.

Absence of Three (3) Days or More. For any absence of three (3) or more days, Human Resources will require the employee to submit a statement from a reputable physician stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her employment within the whole period he or she was

absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of three (3) or more days, Human Resources will require a statement from a reputable physician stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. CSO who is unable to report to work because of illness must notify their supervisor based on established protocol at least one (1) hour prior to the beginning of their shift, with the exception of the first shift of the day will provide two (2) hours notice.

Sick Leave Abuse Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences and may be required as a condition of continued employment. If an employee is unable to provide verification of absences discipline may be imposed. Some examples of sick leave abuse include.

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays without a physician's statement.

2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.

3. repeated use of sick leave benefits as they are earned, without a physicians statement.

4. use of more sick leave than accrued in any twelve (12) month period, without a physicians statement



5. using sick leave and being seen engaged in activities which indicate ability to work.

**Section 11.3. Bereavement Leave.**

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances.

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

**Section 11.4. Injury Leave.**

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State

Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave up to sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided

above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

**Section 11.5. Military Leave.**

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

**Section 11.6. Jury Duty.**

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of jury duty hours and of the amount of pay received thereof. If employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

### **Section 11.7. Leave Without Pay.**

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

(a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the City. If the leave was for a medical condition a medical release must be provided to Human Resources.

### **Section 11.8. Leave of Absence to Accept Full-time Position with Union.**

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 11.8 of this Agreement.

### **Section 11.9. FMLA and ADA.**

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. Covered employees are not required to exhaust paid leave in order to be eligible for FMLA leave.

### **Section 11.10. Wellness Day.**

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

### **Section 11.11 Court Days.**

In recognition of the inconvenience endured by CSOs because of subpoenas, CSOs are granted sixteen (16) hours paid leave per fiscal year. Court Days may not be accumulated from one fiscal year to another. A CSO will schedule Court Days no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four (24)

hour notice may be waived with supervisor approval. CSO's hired after Council Ratification (use actual date) will be ineligible for Court Days.

## ARTICLE 12 SENIORITY

### Section 12.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Employees who have worked part-time on a continuous basis shall receive credit for such part-time employment with the City using a presumption that the employee worked twenty (20) hours per week when he or she worked on a part-time basis. The actual number of calendar days worked by the employee while in part-time status shall be calculated and divided by half to arrive at that employee's last date of "full-time" continuous hire for seniority purposes. Annually, the City will provide a list of employees, with their name, address, social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City and Local 362 of any address changes.

New employees hired after May 1, 2009 will use their full-time date of hire for determining their longevity and leave accruals.

## **Section 12.2. Seniority Principle.**

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

## **Section 12.3. Probationary Period.**

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service with a one month mutual extension, after which his or her seniority shall date back to his or her continuous full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee.

## **Section 12.4. Promotions and Vacancies.**

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

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

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee; part-time employees must satisfy the working requirements identified below.

All qualifications being equal, priority in selection will be based on the seniority principle as follows:

- (1) regular full-time employees in the bargaining unit having completed their probationary period;
- (2) part-time bargaining unit employees in the same job class and within the same department with a minimum aggregate of twelve months part-time service;
- (3) part-time bargaining unit employees in other job classes and departments having the requisite



skills with a minimum aggregate of eighteen months part-time service.

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

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first sixty (60) calendar days following such transfer or promotion. Management also has the right to send an employee back to his or her previous position at any time during the employee's six-month probationary period in the new position. An employee shall be restored to the same rate of pay for the position he or she returns to as the employee received for that position prior to the initial transfer or promotion. An employee shall not suffer any loss of seniority for returning to his or her position.

**Section 12.5. Layoff and Recall Procedure.**

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 12.2 of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be

recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

### **Section 12.6. Termination of Seniority.**

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his or her timely return.

## **ARTICLE 13 BENEFITS**

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

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement.

**Section 13.2. Group Insurance Plan.**

(a) ~~The City agrees to pay for plan year 2008 ninety percent (90%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.~~

The City agrees to pay ~~for plan year 2009~~ eighty-five percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for Employee +1 and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

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

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the

City of Bloomington Health/Dental Care Plan for all full-time employees.

(c) In any year in which the total amount of medical/dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health/Dental Care plan.

(d) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health/Dental Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

(e) The Union will appoint an employee representative to the Health Insurance Committee.

(f) The City agrees to provide \$25,000 in group term life insurance for each full-time employees.

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

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

(a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:

(1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;

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

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

~~(3) written authorization for tuition reimbursement shall be obtained from the Department Head and forwarded to the Human Resources Department prior to enrollment and on forms provided by the Human Resources Department.~~

Employees should request tuition reimbursement from their Department Head by August 1, in order to be eligible for funds for the following fiscal year. If tuition reimbursement funds are approved in budget by Council written authorization from the Department Head shall be forwarded to Human Resources on a tuition reimbursement form.

(b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and

required books according to the following schedule:

100% for a grade of A

100% for a grade of B

75% for a grade of C or Pass on Pass/Fail option

0% for a grade of D or lower

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

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

Retroactive to May 1, 1999, the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. Effective November 1, 2000, the employer contribution shall be increased an additional six cents (\$.06) per hour per employee. The employer contribution shall be increased an additional six cents (\$.06) per hour per employee beginning on November 1, 2001, November 1, 2002 and November 1, 2003 (the final employer contribution rate will thus be thirty-six cents (\$.36) per hour on November 1, 2003). Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. **Additional information is contained in Appendix A in regard to LIUNA Pension Contributions.**

### **Section 13.5 CSO Uniforms and Clothing.**

The City will furnish and maintain employees with five (5) long sleeve shirts and five (5) short sleeve shirts. Uniforms will be replaced on a worn out basis. CSO's are required to wear uniforms while at work, except if in court.

### **ARTICLE 14 SUBCONTRACTING**

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the

contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 12.2 and 12.5 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

## **ARTICLE 15 MANAGEMENT RIGHTS**

### **Section 15.1. Management Rights.**

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate



existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

### **Section 15.2. Emergency Conditions.**

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

### **ARTICLE 16 SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **ARTICLE 17 ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this

Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

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

#### **ARTICLE 18 TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of May, 2009, and shall remain in full force and effect until the 30th day of April, 2013. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF the parties hereto have set their hands this \_\_\_\_ day of **September, 2013.**

DRAFT

**LABORERS INTERNATIONAL UNION,  
LOCAL 362 SUPPORT STAFF**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GREAT PLAINS LABORERS' DISTRICT COUNCIL**

**CITY OF BLOOMINGTON, ILLINOIS**

By: \_\_\_\_\_  
\_\_\_\_\_

## Appendix A – LIUNA AGREEMENT

Does the part highlighted in red need to be in the contract?

The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.

1. All contributions to the LIUNA pension will be funded as described in Section 13.4 of the Support Staff agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
2. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
3. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

### ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

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

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

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

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

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

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

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$ .36 per hour shall be increased by 10% to the rate of \$ .40 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.

c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.

5. This Addendum shall be effective as of, February 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

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


FOR THE UNION:

Signature: 

Name: Anthony Penn

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 

Name: Stephen F. Stockton

Position: Mayor Date: May 15, 2012

## Appendix B - Wage Table

<b>LOCAL 362</b>									
<b>SUPPORT STAFF</b>									
<b>MAY 1, 2009 - APRIL 30, 2010</b>									
<b>zero percent increase</b>									
		<b>PROBA- TIONARY</b>	<b>BASE</b>	<b>5 YEARS 5%</b>	<b>10 YEARS 7%</b>	<b>15 YEARS 9%</b>	<b>20 YEARS 11%</b>	<b>25 YEARS 13%</b>	<b>30 YEARS 15%</b>
<b>SUPPORT STAFF V</b>		\$15.21	\$15.41	\$16.18	\$16.49	\$16.79	\$17.10	\$17.41	\$17.72
<b>SUPPORT STAFF IV</b>		\$13.84	\$14.04	\$14.74	\$15.02	\$15.30	\$15.58	\$15.86	\$16.14
<b>SUPPORT STAFF III</b>		\$12.23	\$12.43	\$13.05	\$13.30	\$13.55	\$13.79	\$14.04	\$14.29
<b>SUPPORT STAFF II</b>		\$10.87	\$11.07	\$11.62	\$11.85	\$12.07	\$12.29	\$12.51	\$12.73
<b>SUPPORT STAFF I</b>		\$9.72	\$9.92	\$10.42	\$10.62	\$10.82	\$11.01	\$11.21	\$11.41
<b>LOCAL 362</b>									
<b>SUPPORT STAFF</b>									
<b>MAY 1, 2010 - APRIL 30, 2011</b>									
<b>2 percent increase</b>									
		<b>PROBA- TIONARY</b>	<b>BASE</b>	<b>5 YEARS 5%</b>	<b>10 YEARS 7%</b>	<b>15 YEARS 9%</b>	<b>20 YEARS 11%</b>	<b>25 YEARS 13%</b>	<b>30 YEARS 15%</b>
<b>SUPPORT STAFF V</b>		\$15.51	\$15.71	\$16.50	\$16.81	\$17.13	\$17.44	\$17.76	\$18.07
<b>SUPPORT STAFF IV</b>		\$14.12	\$14.32	\$15.04	\$15.32	\$15.61	\$15.89	\$16.18	\$16.47
<b>SUPPORT STAFF III</b>		\$12.48	\$12.68	\$13.31	\$13.56	\$13.82	\$14.07	\$14.32	\$14.58
<b>SUPPORT STAFF II</b>		\$11.09	\$11.29	\$11.86	\$12.08	\$12.31	\$12.53	\$12.76	\$12.99
<b>SUPPORT STAFF I</b>		\$9.92	\$10.12	\$10.63	\$10.83	\$11.03	\$11.24	\$11.44	\$11.64



## Appendix C - Wage Table

<b>WAGE SCHEDULE</b>							
<b>MAY 1, 2009 - APRIL 30, 2010</b>							
<b>zero percent increase</b>							
<b>NAME</b>	<b>Base</b>	<b>5 year</b>	<b>10 year</b>	<b>15 year</b>	<b>20 year</b>	<b>25 year</b>	<b>30 year</b>
		<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>11%</b>	<b>13%</b>	<b>15%</b>
Upton, J.	\$17.39	\$18.26	\$18.61	\$18.95	\$19.30	\$19.65	\$20.00
Eddy, J.	\$14.05	\$14.75	\$15.03	\$15.31	\$15.60	\$15.88	\$16.16
<b>WAGE SCHEDULE</b>							
<b>MAY 1, 2010 - APRIL 30, 2011</b>							
<b>2% increase</b>							
<b>NAME</b>	<b>Base</b>	<b>5 year</b>	<b>10 year</b>	<b>15 year</b>	<b>20 year</b>	<b>25 year</b>	<b>30 year</b>
		<b>5%</b>	<b>7%</b>	<b>9%</b>	<b>11%</b>	<b>13%</b>	<b>15%</b>
Upton, J.	\$17.74	\$18.62	\$18.98	\$19.33	\$19.69	\$20.04	\$20.40
Eddy, J.	\$14.33	\$15.05	\$15.33	\$15.62	\$15.91	\$16.19	\$16.48

## Appendix D - Wage Table

<b>Local 362 Support Staff</b>							
<b>May 1, 2011 Wage Table</b>							
(2% increase)							
	BASE	5 YRS	10 YRS	15 YRS	20 YRS	25 YRS	30 YRS
SUPP STAFF I	\$ 10.32	\$ 10.84	\$ 11.05	\$ 11.25	\$ 11.46	\$ 11.67	\$ 11.87
SUPP STAFF II	\$ 11.52	\$ 12.10	\$ 12.32	\$ 12.56	\$ 12.78	\$ 13.02	\$ 13.25
SUPP STAFF III	\$ 12.93	\$ 13.58	\$ 13.83	\$ 14.10	\$ 14.35	\$ 14.61	\$ 14.87
SUPP STAFF IV	\$ 14.61	\$ 15.34	\$ 15.63	\$ 15.92	\$ 16.21	\$ 16.50	\$ 16.80
SS IV-EDDY, J	\$ 14.62	\$ 15.35	\$ 15.64	\$ 15.93	\$ 16.23	\$ 16.51	\$ 16.81
SUPP STAFF V	\$ 16.02	\$ 16.83	\$ 17.15	\$ 17.47	\$ 17.79	\$ 18.12	\$ 18.43
<b>Local 362 Support Staff</b>							
<b>May 1, 2012 Wage Table</b>							
(2% increase)							
SUPP STAFF I	\$ 10.53	\$ 11.06	\$ 11.27	\$ 11.48	\$ 11.69	\$ 11.90	\$ 12.11
SUPP STAFF II	\$ 11.75	\$ 12.34	\$ 12.57	\$ 12.81	\$ 13.04	\$ 13.28	\$ 13.52
SUPP STAFF III	\$ 13.19	\$ 13.85	\$ 14.11	\$ 14.38	\$ 14.64	\$ 14.90	\$ 15.17
SUPP STAFF IV	\$ 14.90	\$ 15.65	\$ 15.94	\$ 16.24	\$ 16.53	\$ 16.83	\$ 17.14
SS IV-EDDY, J	\$ 14.91	\$ 15.66	\$ 15.95	\$ 16.25	\$ 16.55	\$ 16.84	\$ 17.15
SUPP STAFF V	\$ 16.34	\$ 17.17	\$ 17.49	\$ 17.82	\$ 18.15	\$ 18.48	\$ 18.80



FOR COUNCIL: August 26, 2013

**SUBJECT:** Ratification of Collective Bargaining Agreement between Bloomington Public Library Board of Trustees/City of Bloomington and AFSCME Local 699

**RECOMMENDATION/MOTION:** That the Contract be ratified.

**STRATEGIC PLAN SIGNIFICANCE:** 1. Financially Sound City Providing Quality Basic Services. d. Quality Services Delivered in the most cost-effective, efficient manner.  
5. Great Place- Livable, Sustainable City. d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Pursuant to Illinois labor law, the Bloomington Public Library Board of Trustees and the City of Bloomington are considered “joint employers” of the employees of the Bloomington Public Library. Most non-management employees (both full-time and part-time) of the Library are represented by AFSCME Local 699.

Beginning in June of 2012, bargaining teams representing the Library Board/City and AFSCME Local 699 began negotiating the terms a collective bargaining agreement to replace the one which expired on April 30, 2012.

The bargaining teams have reached tentative agreement on the terms of a new collective bargaining agreement. Library employees have ratified the contract, as has the Library Board of Trustees. The staff submits the attached contract to the City Council for its review.

Highlights of the agreement are as follows:

- The agreement is for two years, expiring on April 30, 2014.
- Both full-time and part-time employees will receive an increase of 2% on base wages in each year of the contract. In addition, employees will receive a one-time signing bonus of \$500.00.
- New language has been inserted into the contract in which the Library Board/City reserves the right to contract out any work it deems necessary “in the interest of efficiency, economy, improved work product or emergency.” In non-emergency situations, where a decision to subcontract bargaining unit work amounts to a loss of bargaining unit employees, other than through attrition, the parties will notify the union and offer the union an opportunity to discuss the desirability of contracting out such work prior to making a decision. Management will provide 45 days’ notice in non-emergency situations. In the event management decides to contract out the work, it will notify the union of its decision. If layoffs are necessary, the least senior employees will be laid off first. Employees laid off will have the opportunity to apply for other vacancies within the Library. Management has the right to implement its decision prior to the completion of bargaining with the union over the “impact or effects” of its decision (such bargaining is required by Illinois labor law if the union so requests).

**ALDERMANIC COMMITTEE BACKGROUND:** None.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The parties to the proposed collective bargaining agreement.

**FINANCIAL IMPACT:** The financial impact of the Tentative Agreements include:

Increase in wage tables for existing employees by 2% effective May 1, 2012 (with retro). Estimated cost of the 2% (without longevity) is \$27,570.

Increase in wage tables for existing employees by 2% effective May 1, 2013 (with retro). Estimated cost of the 2% (without longevity) is \$28,122.

Total of the 2 years: \$55,692

\$500 bonus for bargaining unit employees on payroll at time of ratification. Estimated 62 employees at \$31,000.

This will be paid out of the Library budget which for stakeholders can be found in the FY 2014 budget book titled "Other Funds & Capital Improvement Program" on pages 52-66.

Respectfully submitted for Council consideration.

Prepared by: Todd Greenburg, Corporation Counsel

Reviewed by: Georgia Bouda, Library Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst  
Patti-Lynn Silva, Finance Director

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Summary of Changes  
Attachment 2. Contract

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			

AGREEMENT

Between

CITY OF BLOOMINGTON  
BLOOMINGTON, ILLINOIS

and

BLOOMINGTON PUBLIC LIBRARY  
BOARD OF TRUSTEES

and

LOCAL 699

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

BLOOMINGTON PUBLIC LIBRARY EMPLOYEES

MAY 1, 2012 – APRIL 30, 2014

AGREEMENT .....	-1-
ARTICLE 1 RECOGNITION .....	-1-
<i>Section 1.1. Recognition</i> .....	-1-
<i>Section 1.2. New Classifications</i> .....	-2-
<i>Section 1.3. Seasonal Employees</i> .....	-3-
<i>Section 1.4. Abolition or Merger of Job Classification</i> .....	-3-
ARTICLE 2 UNION SECURITY .....	-3-
<i>Section 2.1. Dues Check-off</i> .....	-3-
<i>Section 2.2. Fair Share Deductions</i> .....	-4-
<i>Section 2.3. Indemnification</i> .....	-4-
ARTICLE 3 HOURS OF WORK AND OVERTIME .....	-5-
<i>Section 3.1. Application of This Article</i> .....	-5-
<i>Section 3.2. Workweek</i> .....	-5-
<i>Section 3.3. Scheduling</i> .....	-5-
<i>Section 3.4. Break</i> .....	-6-
<i>Section 3.5. Meal Periods</i> .....	-6-
<i>Section 3.6. Overtime</i> .....	-6-
<i>Section 3.7. Compensatory Time</i> .....	-6-
<i>Section 3.8. No Pyramiding</i> .....	-7-
ARTICLE 4 HOLIDAYS .....	-7-
<i>Section 4.1. Number of Holidays</i> .....	-7-
<i>Section 4.2. Floating Holidays</i> .....	-7-
<i>Section 4.3. Eligibility Requirements</i> .....	-7-
<i>Section 4.4. Holiday Pay</i> .....	-8-
ARTICLE 5 VACATION .....	-8-
<i>Section 5.1. Accrual and Eligibility</i> .....	-8-
<i>Section 5.2. Vacation Scheduling</i> .....	-9-
<i>Section 5.3. Holidays During Vacation</i> .....	-10-
<i>Section 5.4. Vacation Rights in Case of Separation or Layoff</i> .....	-10-
ARTICLE 6 WAGES .....	-10-
<i>Section 6.1. Wages</i> .....	-10-
ARTICLE 7 DISCIPLINE AND DISCHARGE .....	-11-
<i>Section 7.1. Reason for Disciplinary Action</i> .....	-11-
<i>Section 7.2. Manner of Discipline</i> .....	-11-
<i>Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension</i> .....	-11-
<i>Section 7.4. Union Representation</i> .....	-11-
<i>Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases</i> .....	-12-
<i>Section 7.6. Consideration of Prior Discipline</i> .....	-12-
ARTICLE 8 GRIEVANCE PROCEDURE .....	-12-
<i>Section 8.1. Definition and Procedure</i> .....	-12-
<i>Section 8.2. Arbitration</i> .....	-13-
<i>Section 8.3. Authority of Arbitrator</i> .....	-14-
<i>Section 8.4. Expenses of Arbitration</i> .....	-14-
<i>Section 8.5. Time Limits for Filing, Responding</i> .....	-15-
ARTICLE 9 SENIORITY .....	-15-

<i>Section 9.1. Seniority</i> .....	-15-
<i>Section 9.2. Seniority List</i> .....	-15-
<i>Section 9.3. Application of Seniority</i> .....	-15-
<i>Section 9.4. Termination</i> .....	-15-
<i>Section 9.5. Probation Period</i> .....	-16-
<i>Section 9.6. Layoff</i> .....	-16-
<i>Section 9.7. Transfer of Bump to Avoid Layoff</i> .....	-16-
ARTICLE 10 FILLING OF VACANCIES.....	-17-
<i>Section 10.1. Definition of a Permanent Vacancy</i> .....	-17-
<i>Section 10.2. Posting</i> .....	-17-
<i>Section 10.3. Selection</i> .....	-17-
<i>Section 10.4. Temporary Assignment</i> .....	-17-
<i>Section 10.5. Probation on Promotion or Transfer</i> .....	-18-
ARTICLE 11 TRAINING AND EDUCATION.....	-18-
<i>Section 11.1. Conferences, Workshops, Seminars, and Conventions</i> .....	-18-
<i>Section 11.2. Academic Course Work</i> .....	-19-
<i>Section 11.3. Non-Credit Classes</i> .....	-20-
ARTICLE 12 SICK LEAVE.....	-20-
<i>Section 12.1. Sick Leave Accrual</i> .....	-20-
<i>Section 12.2. Sick Leave Buy Back Program</i> .....	-21-
<i>Section 12.3. IMRF Creditable Service Credits</i> .....	-22-
ARTICLE 13 LEAVES OF ABSENCE.....	-23-
<i>Section 13.1. Leave Without Pay</i> .....	-23-
<i>Section 13.2. Bereavement Leave</i> .....	-23-
<i>Section 13.3. Personal Leave</i> .....	-24-
<i>Section 13.4. Family Emergency Leave</i> .....	-24-
<i>Section 13.5. Civil Leave</i> .....	-24-
<i>Section 13.6. Service-Connected Injury</i> .....	-25-
<i>Section 13.7. Illness or Injury Leave</i> .....	-25-
<i>Section 13.8. Treatment of Seniority</i> .....	-25-
<i>Section 13.9. Employee Rights After Leave</i> .....	-26-
<i>Section 13.10. Failure to Return From Leave</i> .....	-26-
<i>Section 13.11. Notification of Leave</i> .....	-26-
ARTICLE 14 INSURANCE.....	-26-
ARTICLE 15 UNIFORMS.....	-27-
ARTICLE 16 NO STRIKE AND NO LOCKOUT.....	-27-
<i>Section 16.1. No Strike</i> .....	-27-
<i>Section 16.2. No Lockout</i> .....	-27-
ARTICLE 17 PERFORMANCE REVIEWS.....	-27-
<i>Section 17.1. Informal Conferences</i> .....	-27-
<i>Section 17.2. Written Performance Reviews</i> .....	-28-
ARTICLE 18 PERSONNEL RECORDS.....	-28-
<i>Section 18.1. Personnel Records</i> .....	-28-
<i>Section 18.2. Right of Inspection and Copies</i> .....	-28-
<i>Section 18.3. Employee Representation</i> .....	-29-
<i>Section 18.4. Disciplinary Records</i> .....	-29-

<b>Section 18.5. Disagreement With Content; to Comment</b> .....	-29-
ARTICLE 19 LABOR-MANAGEMENT COMMITTEE.....	-29-
ARTICLE 20 UNION RIGHTS.....	-30-
<b>Section 20.1. Union Activity During Working Hours</b> .....	-30-
<b>Section 20.2. Access to Premises by Union Representatives</b> .....	-30-
<b>Section 20.3. Time Off For Union Activities</b> .....	-30-
<b>Section 20.4. Union Bulletin Board</b> .....	-30-
<b>Section 20.5. Union Meetings on Library Premises</b> .....	-30-
<b>Section 20.6. Union Orientation</b> .....	-31-
ARTICLE 21 MANAGEMENT RIGHTS.....	-31-
ARTICLE 22 NON-DISCRIMINATION.....	-31-
<b>Section 22.1. Prohibition Against Discrimination</b> .....	-31-
<b>Section 22.2. Union Activity</b> .....	-31-
ARTICLE 23 WELFARE TO WORK.....	-32-
ARTICLE 24 CDL POLICY.....	-32-
ARTICLE 25 SUBCONTRACTING.....	-33-
ARTICLE 26 SAVINGS.....	-34-
ARTICLE 27 ENTIRE AGREEMENT.....	-34-
ARTICLE 28 TERMINATION.....	-34-
APPENDIX “A” – MEMORANDUM OF UNDERSTANDING .....	-37-
APPENCIDES – WAGE TABLES.....	-38-
APPENDIX “B” Wage Table – May 1, 2012—April 30, 2013.....	-39-
APPENDIX “C” Wage Table—May 1, 2013—April 30, 2014.....	-40-



## **AGREEMENT**

This Agreement made and entered into this 1<sup>st</sup> day of May, 2012, by and between the BOARD OF TRUSTEES, BLOOMINGTON PUBLIC LIBRARY (herein called the "Library"), CITY OF BLOOMINGTON, ILLINIOS (herein called the "City") (Library and City are jointly referred to as "Employer"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, AFL-CIO for and on behalf of LOCAL 699 (herein called the "Union"):

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the Library and its employees; aid economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; ensure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 RECOGNITION**

### **Section 1.1. Recognition.**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full and part-time employees of the Bloomington Public Library in the following positions: Two (2) Shelters; Library Assistant; Library Technical Assistant; Library Associate; Librarian 1, Custodian; excluding Library Director; Unit Manager; Librarian 2/Department Manager; Secretary; temporary employees; members of the Library Board; Mayor; and all other supervisory, confidential and managerial employees and all other employees excluded by law.

### **Section 1.2. New Classifications.**

The Employer shall promptly notify the Union of its decision to create any and all new classifications. If the parties agree that the proposed new classification is a successor title to the classification covered by this Agreement, with no substantial change in duties, the Union and the Employer shall file a stipulated unit clarification petition with the Illinois State Labor Relations Board to ensure that the new classification becomes a part of this Agreement.

If the proposed new classification contains a significant part of the work now done by any of the classifications in the bargaining unit, or whose functions or community of interests are

similar to those in the bargaining unit, the Union will notify the Employer within thirty (30) calendar days of its receipt of the Employer's notice, and the parties will then meet within fifteen (15) calendar days of such notice to review the position classification. If the Union and the Employer are able to reach agreement on the inclusion of the position classification in the unit, they shall submit a stipulated unit clarification petition to the Illinois State Labor Relations Board.

Once the inclusion of the proposed position classification has been found appropriate by the Illinois State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification and its appropriate series and series placement. If no agreement is reached within thirty (30) calendar days of the date of the Illinois State Labor Relations Board decision, the Union may, within fifteen (15) calendar days, appeal the position classification as containing substantially the same duties as an existing position classification, the pay grade and/or the appropriate series to Arbitration.

The arbitrator shall determine the reasonableness of the proposed salary grade and relationship to:

- (a) the job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the bargaining unit;
- (b) like positions with similar job content and responsibilities within the labor market generally to the extent that salaries paid for them are consistent with other job classifications within the bargaining unit;
- (c) significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, posting and bidding procedures shall be in accordance with this Agreement.

### **Section 1.3. Seasonal Employees.**

Seasonal employees shall receive not less than minimum wage nor more than the probationary rate for the type of work they are performing. If a seasonal employee is employed more than 585 hours or 9 months in any calendar year, he or she will be paid at the probationary rate and shall become a regular probationary employee. It is expressly agreed by the parties that seasonal employees are not part of the bargaining unit set forth in Section 1.1 of this Agreement and are not covered by any of the provisions of this Agreement. Seasonal employees will not be used in bargaining unit positions except in emergency situations, or temporary absences of a bargaining unit employee.

**Section 1.4. Abolition or Merger of Job Classification.**

The Employer shall notify the Union of its interest to establish new classifications, or abolish, or merge, or change existing classifications and shall negotiate with the Union over the impact of such.

Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

**ARTICLE 2 UNION SECURITY**

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

(a) Deduction. The City of Bloomington agrees to deduct Union membership dues, assessments, P.E.O.P.L.E. deductions and Union sponsored benefit program contributions from the pay of those employees who individually request it. Requests shall be made on a form provided by the Union, which will set forth the sum of the separate deductions set forth in the previous sentence. The City of Bloomington will deduct the requested amount from the employee's pay. The City of Bloomington will not be required to itemize the separate components (dues, assessments, etc.) of an individual employee's deduction.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law. The aggregate deductions of all employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in dues and other deductions in writing at least fifteen (15) days prior to its effective date.

Dues deductions shall remain in effect until revoked in writing by the employee at any time.

(b) Availability of Cards. The Union shall make available Union deduction cards to employees. The Union will be afforded an opportunity to meet with new employees during orientation or during their first week of employment.

**Section 2.2. Fair Share Deductions.**

(a) Applicability. Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the City of Bloomington from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses, last four digits of their social security numbers, full-time or part-time status, and the amount of hours worked shall be remitted semi-monthly to the Union at the address designated in writing to the City of Bloomington by the Union. The Union shall advise the City of Bloomington of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The

amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

(b) Notice and Appeal. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

**Section 2.3. Indemnification.**

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

**ARTICLE 3 HOURS OF WORK AND OVERTIME**

**Section 3.1. Application of This Article.**

This Article shall not be construed as a guarantee or limitation of work per day or per week.

**Section 3.2. Workweek.**

The workweek for all full-time employees shall be thirty-eight (38) hours except custodian which shall be forty (40) hours per week. The Library's workweek begins on Sunday.

**Section 3.3. Scheduling.**

The Employer agrees to make a good faith effort to continue its present scheduling practices. It is understood by the parties that there will be variations in an employee's work schedule. Work schedules showing the employee's work days and hours shall be emailed to employees one (1) month in advance barring emergency situations. For rotating Sunday work, permanent full-time staff members who work on Sunday will receive the following Friday and Saturday off.

To allow for flexibility, requests for schedule changes will be honored unless operational needs prohibit. The library may make temporary work schedule changes with reasonable advance notice to affected employees. If an employee calls in sick or is otherwise absent from work on an unscheduled basis, when time permits, the supervisor shall ask qualified employees from that department to agree to work in place of the absent employee and adjust their schedule for the week. The most senior employee who agrees to do so will receive the shift. If no qualified employee can adjust their schedule and an employee is required to work, the least senior employee will be assigned to work the shift. If a full-time employee is required to work in place of the absent employee, the full-time employee will receive compensatory time or overtime pay (at the employee's discretion). The employer shall not change any full-time employee's work schedule in order to circumvent the payment of overtime.

**Section 3.4. Breaks.**

Employees who work six (6) hours or more in any workday shall be entitled to two (2) fifteen (15) minute uninterrupted breaks. Employees who work more than two (2) hours but less than six (6) hours in any workday shall be entitled to one (1) fifteen (15) minute uninterrupted break. The time of such break(s) shall be arranged by the employee and the employee's Department Manager.

**Section 3.5. Meal Periods.**

All employees shall be granted a one (1) hour unpaid, uninterrupted meal period during each work shift of six (6) or more consecutive hours. The meal period shall be scheduled approximately midway in the shift. Employees are expected to consistently take their one (1) hour meal breaks each working day. In an attempt to maintain flexibility, occasional exceptions may be granted with prior approval from the employee's manager, assuring the departmental needs are met, so that employees can use their mealtime to alter the time worked on a given day. These occasional exceptions will not become patterned and will not permanently change an employee's work schedule. If a more permanent schedule change has previously been approved for an employee (to allow for one six-hour work day per week, for example), the manager will honor the schedule but will retain the right to temporarily alter the schedule, based on departmental needs.

**Section 3.6. Overtime.**

Employees who work more than thirty-eight (38) hours in any work week (Custodian 40 hours), shall be compensated at one and one-half (1 ½) times their regular rate of pay. Overtime must be pre-approved by the Department Manager and the Director. The present practice of offering a differential to full time employees who work rotating Sundays shall continue.

**Section 3.7. Compensatory Time.**

An employee may choose to receive overtime payment in the form of compensatory time at the rate of time and one-half (1 ½) for the overtime hours worked. Such compensatory time shall be taken within ninety (90) calendar days of the time earned at a time convenient to the employee, consistent with the operating needs of the Library, and with prior approval of the Department Manager or Director.

Accrued compensatory time not used within ninety (90) calendar days of when it was earned shall be liquidated and paid in cash at the rate it was earned.

**Section 3.8. No Pyramiding.**

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

## ARTICLE 4 HOLIDAYS

### **Section 4.1. Number of Holidays.**

The following days are recognized as 8-hour holidays:

- New Year's Day
- Martin Luther King, Jr. Day (library will be open)
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

### **Section 4.2. Floating Holidays.**

When a holiday falls on a full-time employee's regularly scheduled day off, he/she will receive a floating holiday which may be taken within 30 days prior or 30 days after the holiday, with prior approval of manager. The exception is MLK Jr. Day, which may be taken on or within 60 days after the actual observance of the holiday, with approval of manager. A floating holiday is an 8-hour day.

### **Section 4.3. Eligibility Requirements.**

Full-time employees shall be eligible for pay for any holiday, provided compensation has been paid for the last scheduled workday before and the first scheduled workday after the holiday.

### **Section 4.4. Holiday Pay.**

Full-time employees who perform no work on a holiday shall suffer no loss of pay. Full-time employees who may be called in to work on a holiday for which the library is closed shall be compensated at a rate twice their normal earnings for hours worked. However, for Martin Luther King, Jr. Day, a holiday on which the library is open, there will be a Floating Holiday granted to full-time employees which may be taken on or within 60 days after the actual observance of the holiday.

Part-time employees, after two (2) years of continuous service, will receive holiday pay on a pro rata basis.

## **ARTICLE 5 VACATION**

### **Section 5.1. Accrual and Eligibility.**

All full-time employees shall accrue vacation in accordance with the following schedule:

Eighty (80) hours for the first year and 8 additional hours for each additional year of employment, up to 160 hours. An additional 16 hours will be granted on an employee's 16th anniversary, an additional 8 hours on an employee's 20th anniversary, and an additional 16 hours on an employee's 25th anniversary. The maximum number of accrued vacation is 200 hours.

After 1 year, 80 hours (10 days)  
After 2 years, 88 hours (11 days)  
After 3 years, 96 hours (12 days)  
After 4 years, 104 hours (13 days)  
After 5 years, 112 hours (14 days)  
After 6 years, 120 hours (15 days)  
After 7 years, 128 hours (16 days)  
After 8 years, 136 hours (17 days)  
After 9 years, 144 hours (18 days)  
After 10 years, 152 hours (19 days)  
After 11 years, 160 hours (20 days)  
After 16 years, 176 hours (22 days)  
After 20 years, 184 hours (23 days)  
After 25 years, 200 hours (25 days)

Part-time employees, after two (2) years of continuous service, will accrue vacation on a pro rata basis.

### **Section 5.2. Vacation Scheduling.**

Vacations must be taken within the vacation year in which they are due unless an exception is granted by the Library Director. After the completion of a new employee's probationary period, up to 5 days vacation may be taken. Vacation shall be arranged in the employee's department with the employee's Department Manager on a first-come, first-served basis. All requests for leaves must be made on an absence request form (i.e. Blue Slip) and approved by a Department Manager in advance of the time off. When requesting three or more consecutive days, the employee's Department Manager will make a reasonable attempt to respond to vacation requests within five days from the date of the request. If an employee's immediate supervisor is not available, another Department Manager or the Director may be presented with the request.

Managers will not call in an employee who is on vacation or on regularly scheduled days off adjacent to a scheduled vacation to offer or mandate overtime.

Requests for vacation on the days listed below shall not be accepted more than six (6) months in advance. Requests for vacation on those days shall be granted on a first-come, first-

served basis unless more than one employee in a department submits a request on the same day for the same day(s). In that event, the employee with the most seniority will be granted the vacation.

Saturday before Memorial Day  
Saturday before Labor Day  
Friday and Saturday after Thanksgiving  
Day after Christmas

Vacation leave can be taken in fifteen (15) minute increments after the first half 1/2 hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Full-time employees may carry over, up to but no more than, twenty-four (24) hours of vacation time annually. Part-time employees who are eligible to receive vacation benefits will receive pro-rated vacation carryover, up to but no more than twelve (12) hours of vacation time annually. A written Vacation Carry-Over Request Form must be submitted to the Department Manager and then to the Director for approval before the employee's anniversary date, to be credited with the carryover.

**Section 5.3. Holidays During Vacation.**

In the event a paid holiday falls during an employee's vacation period, an employee eligible for holiday pay will receive holiday pay for the day and the charge against the employee's vacation time will be reduced accordingly.

**Section 5.4. Vacation Rights in Case of Separation or Layoff.**

Employees shall be paid for their accrued, unused vacation at separation of employment or in the event the employee is laid off.

**ARTICLE 6 WAGES**

**Section 6.1. Wages.**

Effective May 1, 2012, the rates of pay for all employees covered by this Agreement will be increased by 2% over the rate provided under the previous contract. Said rate of pay incorporating longevity schedules is shown in Appendix "B" attached hereto.

The second (2<sup>nd</sup>) year of this agreement will have a base rate increase of 2%. Said new rate of pay incorporating longevity schedules is shown in Appendix "C" attached hereto.

To attract new Librarians with education and experience levels comparable to the incumbents leaving those positions, Management may hire Librarians at the five-year step of the longevity schedule if they have five (5) or more years of experience as a Librarian. Such an employee would progress to the ten-year step at the end of her/his fifth (5<sup>th</sup>) year, to the fifteen-year step at the end of her/his tenth (10<sup>th</sup>) year, etc. Such a new employee would not begin employment with five (5) years seniority; she/he would begin at zero (0) years seniority, the same as any other new hire.



Any employee who earns an LTA Associate's Degree while in an LTA position at the Bloomington Public Library will be advanced to the salary at the next step on the longevity schedule upon completion of the degree. Any new hire into an available LTA position that possesses an LTA Associate's Degree will be hired in at the five-year step of the longevity schedule.

## **ARTICLE 7 DISCIPLINE AND DISCHARGE**

### **Section 7.1. Reason for Disciplinary Action.**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); and
- (d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed within a reasonable time after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. Employees shall not be demoted for reasons unrelated to performance of her/his job.

### **Section 7.2. Manner of Discipline.**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **Section 7.3. Grievances Involving an Employee's Discharge or Discipline Suspension.**

Grievances involving an employee's discharge, demotion, or disciplinary suspension may be presented at Step 2 of the grievance procedure.

### **Section 7.4. Union Representation.**

An employee shall be informed of her/his right to Union representation at any investigatory meeting or any meeting at which discipline is to be imposed.

Whenever possible, the designated Union representative at the Library will receive written notification of any investigatory meeting or meeting at which discipline is to be imposed. At times, the need for a prompt investigation of an incident witnessed by an employee may preclude the furnishing of advanced written notice to the Union's designated representative prior to such investigation.

**Section 7.5. Remedial Authority of Arbitrator in Disciplinary Cases.**

Should it be found that any employee has been unjustly disciplined, demoted, or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term “any outside earnings” shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

**Section 7.6. Consideration of Prior Discipline.**

The weight to be given prior discipline shall depend upon the seriousness of the prior offense, its similarity to the offense for which discipline is being imposed, and the amount of time which has elapsed since the prior offense.

**ARTICLE 8 GRIEVANCE PROCEDURE**

**Section 8.1. Definition and Procedure.**

A grievance is a dispute or difference of opinion raised by one (1) or more employee(s) against the Library involving the meaning, interpretation, or application of the express provisions of this Agreement. For purposes of this Section, “employee” shall include an employee acting in her/his capacity as a Union representative who raises a question involving an application of an express provision of the Agreement giving a right or benefit to the Union or over Library action which would constitute an unfair labor practice.

No grievance shall be entertained or processed unless it is submitted within ten (10) working days (Monday through Friday, non-holidays) after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrences of the event giving rise to the grievance.

A grievance shall be processed in the following manner:

**STEP 1:** An employee who has a grievance shall submit it in writing to her/his Department Manager. The Department Manager shall give her/his answer within five (5) working days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union to the Library Director within ten (10) working days after the Department Manager’s answer in Step 1. A meeting between the Library Director or her/his representative, grievant, union representative (steward), and Council 31 staff representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Library Director or her/his representative and the Union. If no settlement is reached, the Library Director or her/his representative shall give the Library Director’s written answer to the Union within five (5) working days following the meeting.

**Section 8.2. Arbitration.**

(a) Selection of Arbitrator. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the Library Director's answer in Step 2. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Library and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Library and the Union requesting that she/he set a date, subject to the availability of the Library and Union representatives. The hearing shall be held in the City of Bloomington, Illinois.

(b) Arbitration Process. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Library and/or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Library.

(c) Time Off. The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave her/his work to investigate, file, or process grievances without first notifying and making mutual arrangements with her/his Department Manager or designee and such arrangements shall not be denied unreasonably.

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance.

(d) Pertinent Witnesses and Information. Except as provided above, either party may request the production of specific documents, books, papers, or witnesses reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable law, and rules issued pursuant thereto, governing the dissemination of such materials.

**Section 8.3. Authority of Arbitrator.**

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Library and the Union, and shall have no authority to make a decision on any other issue not so submitted to her/him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her/his decision within thirty (30) days following the close of the hearing

or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agree to the facts of the grievance presented. The decision of the arbitrator shall be final and binding as provided by law.

**Section 8.4. Expenses of Arbitration.**

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Library and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 8.5. Time Limits for Filing, Responding.**

Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Arbitration.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice.

## **ARTICLE 9 SENIORITY**

**Section 9.1. Seniority.**

Seniority, as established by this Article for both full and part-time employees, shall be the employee's last date of hire. Seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

**Section 9.2. Seniority Lists.**

The employer shall furnish seniority lists for full and part-time employees to the Union twice per year. The list provided shall include the employee's name, classification, and seniority order.

**Section 9.3. Application of Seniority.**

In cases of promotions, layoff, recalls, and job assignments where employees are substantially equal in ability, seniority shall be the determining factor.

**Section 9.4. Termination.**

Senior shall be terminated when an employee:

- (a) voluntarily resigns;

- (b) is discharged;
- (c) is absent for three (3) consecutive days without notifying the Library;
- (d) fails to report to work after layoff within three (3) days after she/he has been notified to report to work, provided, however, that upon request made within the three (3) day period, the Library may grant an extension of time for good cause; or
- (e) is laid off for a period of two (2) years.

**Section 9.5. Probation Period.**

The first six (6) months of service shall constitute the probationary period which may be extended an additional three (3) months by the Library Director for good cause. During this probationary period, any original employee may be dismissed by the Library Director for any reason not prohibited by law without the right to grieve.

**Section 9.6. Layoff.**

In the event of a reduction in the working force which is expected to last for more than one (1) week, employees shall be laid off in the inverse order of their seniority within the job classification, providing however, that part-time employees shall be laid off first. The Library shall give laid-off employees fifteen (15) days written notice of the layoff, except for an emergency. Employees shall be recalled from layoff according to the order of their layoff by letter. The employee is required to keep the Employer informed of the employee's current address and/or phone number. The employee recalled shall have five (5) working days to give notice of her/his intention to return to work.

**Section 9.7. Transfer of Bump to Avoid Layoff.**

Employees displaced by the elimination of jobs, through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment of replacement of existing facilities, the development of new facilities or for any other reasons shall be permitted to exercise their seniority rights to transfer or bump to any other job in an equal or lower rated classification for which they are qualified in the bargaining unit, provided however, that part-time employees may only bump other part-time employees.

**ARTICLE 10 FILLING OF VACANCIES**

**Section 10.1. Definition of a Permanent Vacancy.**

For the purposes of this Article, a permanent vacancy is created:

- (a) when the Library determines to increase the work force and to fill the new position(s);
- (b) when any of the following transactions take place and the Library determines to replace the previous incumbent: terminations, transfers, promotions, demotions and related transactions provided that nothing in this Section creates any obligation to replace the previous incumbent.

**Section 10.2. Posting.**

Permanent vacancies shall be posted for bid on the appropriate bulletin boards for a period of five (5) working days. The bid notice shall state the position, the work assignment qualifications, and the rate of pay for such job. Any qualified bargaining unit employee may bid on such position.

**Section 10.3. Selection.**

Permanent vacancies shall be filled by the application of the provisions of this Article and Article 9, Seniority. Where both full and part-time employees bid on a job, in applying the seniority principle, seniority of part-time employees shall accrue at one-half (1/2) the rate of seniority for full-time employees.

**Section 10.4. Temporary Assignment.**

An employee who is assigned work in a higher paying classification for a period of one (1) consecutive week or longer shall be paid at the higher rate for all time spent performing such work. An employee assigned work in a lower paying classification shall not lose pay for performing such work. The Library shall not split duties or rotate or reassign other employees to any specific temporary assignment for the purpose of circumventing its obligation to pay an employee at the higher rate of pay.

**Section 10.5. Probation on Promotion or Transfer.**

Any employee who accepts a promotion or transfer to another position within the bargaining unit in accordance with the provisions of this Article shall be on probation in such position for a period of ninety (90) calendar days. Any time loss in excess of five (5) working days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. During the probationary period, if the employee fails to demonstrate her/his ability to perform the work involved, she/he shall be transferred back to the position or position classification she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority. During the ninety (90) calendar day period, the employee may voluntarily return to the position or position classification which she/he vacated, displacing the employee, if any, who replaced her/him without loss of seniority.

**ARTICLE 11 TRAINING AND EDUCATION**

**Section 11.1. Conferences, Workshops, Seminars, and Conventions.**

Employees who are requested by the Library to attend a conference, workshop, seminar, or convention, shall have travel, meal, registration, and other direct expenses paid by the Library in addition to being granted a paid leave of absence for the period necessary for such attendance.

Travel time shall be considered as time worked to the extent required by the Fair Labor Standards Act.

Guidelines are as follows:

- (1) Priority of Staff:
  - (a) staff members that have a direct job related concern with the subject of the conference or agenda of the meeting;
  - (b) staff participating in and members of professional organizations;
  - (c) staff that are members of professional organizations;
  - (d) all others.
- (2) Priority of Meetings:
  - (a) local and regional meetings sponsored by public libraries or public library systems;
  - (b) Illinois Library Association, Annual Conference;
  - (c) American Library Association, Annual Conference;
  - (d) all others.

Official travel allowance will be at the current IRS rate per mile for personal automobiles used. Other direct expenses such as registration, parking, etc. will be paid at actual cost. Travel by other than personal automobile will be paid at actual cost. Library vehicles must be used, if available. Meals will be paid in accordance with the Library Personnel Code.

All payments provided for in this Section are subject to availability of funds. Nothing in this Section requires any particular level of funding for training or education or shall be construed as a guarantee of the right to attend any programs, conferences, workshops, conventions, or seminars.

### **Section 11.2. Academic Course Work.**

Subject to the availability of funds, the Library may pay the tuition of permanent full-time employees who have at least one (1) year of continuous service for job or library related course work.

Employees must receive the Library Director's approval in advance of enrollment. Such approval shall not be unreasonably withheld.

Any employee who leaves the Library within one (1) year of completing a course will refund the Library the amount paid for the course or reimbursed by the Library. This sum may be withheld from the final paycheck.

#### a. Tuition Reimbursement

At the end of the course, the employee will reimburse the Library according to the following schedule:

- 0% for a grade "A"
- 25% for a grade "B"
- 50% for a grade "C"

100% for a grade “D” or lower

The Library will reimburse employees who themselves paid for job related courses according to the following schedule:

100% for a grade “A”  
75% for a grade “B”  
50% for a grade “C”  
0% for a grade “D” or lower

b. Leave for Library Related Course Work

After completing one (1) year of service, an employee may request use of leave time to attend Library related course work of academic credit which, even after work schedules are rearranged by mutual agreement, cannot be scheduled during non-work time. The time off shall be charged to earned leave time in the following order:

- (a) compensatory time
- (b) vacation time
- (c) personal leave

Approval for this leave will be at the discretion of the Library Director. Such approval will not be unreasonably withheld.

**Section 11.3. Non-Credit Classes.**

All full-time employees shall be given the opportunity to take job related non-credit classes (e.g. Heartland Community College Community Education classes, Alliance Library System’s Continuing Education classes) subject to the availability of funds and arrangements of work schedules. Class schedules shall be made available by the Library. Employees must receive approval from their Department Manager. Such approval shall not be unreasonably withheld. If an employee who is still employed at the Library does not complete the class, she/he will be required to reimburse the Library for the cost of the class in lieu of discipline. If the employee is no longer a Library employee, no reimbursement will be required. This provision applies whether the class was taken at the request of the employee or the Library.

**ARTICLE 12 SICK LEAVE**

**Section 12.1. Sick Leave Accrual.**

Effective upon the signing of this Agreement, all full-time employees shall accrue sick leave to a maximum of 960 hours which shall be paid at full pay during time of illness. This benefit shall be accrued by new employees at a rate of 20 hours per month for her/his first twelve



(12) months of employment, after which it shall accrue at a rate of 8 hours per month up to a maximum of 960 hours less sick leave used.

Sick leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours, etc.

Whenever an employee uses more than 152 hours, leaving less than eighty (80) hours of sick leave by reason of one or more serious health conditions, defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility or continuing treatment by a physician, the employee, upon return to work, shall accrue sick leave at the rate of 20 hours per month until he/she has accrued the amount of sick leave he/she had available before the serious health condition or conditions. In order to be eligible to receive sick leave rapid accrual, an employee returning to work must present to her/his Department Manager a certificate from a reputable physician licensed in the state where medical treatment was provided that she/he personally treated said employee for the sickness which kept her/him from work and that the physician personally knew the employee was unable to perform the duties of her/his employment during the entire absence from work. The certificate may be waived at the discretion of the Department Manager. The employee shall receive full pay during the time of said absence, provided that paid leave time is available, if the absence is certified by the attending physician as being the result of an incapacitation and if it is so recognized in writing by the Department Manager and the Library Director. Employees are eligible to receive rapid accrual once during their career (most recent date of hire).

An employee who is unable to report to work because of illness shall contact her/his Department Manager as soon as practical. The Library Director shall have the right to contact any employee during the course of the first day of absence or any subsequent days of absence due to illness. Any employee who cannot be contacted by the Library Director during her/his absence and after diligent effort on the Library's part, will have to show the Library Director due reason for the inaccessibility before the days of absence will be compensated.

The Library will maintain complete and up-to-date records on all employees as regards to their health, sick leave record, job injury record, or any other information as deemed appropriate by the Library Director.

Employees will be notified not less than once per month of the amount of sick leave accumulated.

**Section 12.2. Sick Leave Buy Back Program.**

All employees hired prior to May 1, 1997 will be grandfathered to the current contract language as regards Sick Leave Buy Back. Bargaining unit employees who retire or leave the employment of the library under honorable circumstances and with twenty (20) or more continuous years of service and at age 55 may choose to be paid at their final rate of pay for all accumulated unused sick leave according to the following schedule:

<u>Total Hours Available</u>	<u>Percentage</u>
Less than 400	0%
400-499	50%
500-599	55%
600-699	60%

700-799	65%
800 or more	70%

All employees hired from 5/1/97 through 4/30/10 who are at least 55 years of age, with twenty (20) or more years of service as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave according to the following schedule:

Less than 400 Hours	0%
Next 100 Hours (400-499)	50%
Next 100 Hours (500-599)	55%
Next 100 Hours (600-699)	60%
Next 100 Hours (700-799)	65%
Next 161 Hours (800-960)	70%

Employees hired after 4/30/10 are ineligible for sick leave buyback upon retirement or other separation from employment.

**Section 12.3. IMRF Creditable Service Credits.**

The Library and the Union agree that IMRF Creditable Service Credits shall be retroactive to March, 1995.

Employees who have accumulated the maximum sick leave accrual of one hundred twenty (120) days (960 hours) may continue to accrue, for Illinois Municipal Retirement Fund creditable services purposes only, additional sick leave up to a maximum of two hundred forty (240) sick days. It is understood between the parties that such additional accrual over one hundred twenty (120) days (960 hours) shall be used for IMRF creditable service purposes only, and may never be used for any form of paid sick leave. If an employee who has accrued unused sick leave in excess of one hundred twenty (120) days (960 hours) is required to use sick leave which reduced the one hundred twenty (120) day (960 hours) amount, the amount of sick leave available for IMRF purposes shall not be reduced, but shall not begin accruing again until such point as the employee has again accrued one hundred twenty (120) days (960 hours) of sick leave.

**ARTICLE 13 LEAVES OF ABSENCE**

**Section 13.1. Leave Without Pay.**

The Library Director may grant a full-time employee or a part-time employee with five (5) or more years of continuous service a leave without pay for a period not to exceed one (1) year when it is in the interest of the Library to do so, provided that if a full-time employee requests a leave of absence without pay to take another position with the Library not covered by this Agreement, the Library Director shall grant a leave of absence for as long as the employee is in the probationary status of said position. During the employee's approved leave of absence, her/his position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee. At the expiration of the leave without pay, the employee has the

right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any vacant position in the same class.

A leave without pay up to seven (7) days shall be granted if prior request is made to the Department Manager by the employee at least five (5) working days in advance and the employee's absence would not disrupt operations.

All requests for leaves of absence without pay shall be made in writing.

### **Section 13.2. Bereavement Leave.**

Employees are paid straight time earnings for time lost, up to three working days, to grieve and/or attend or prepare for the funeral of a member of the immediate family. An immediate family member is defined as an employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. The library realizes that individuals may be deeply affected by the loss of someone other than these relatives and will consider each request for bereavement leave on an individual basis. Extenuating circumstances will be considered on an individual basis.

In the event of the death of an employee, at the discretion of the Director, employees may be granted time to attend the visitation and/or funeral service. Employees who are needed to serve as a pall bearer at a funeral in McLean County shall be excused from work without loss of pay to attend the service.

### **Section 13.3. Personal Leave.**

After twelve (12) months of consecutive employment, all full-time employees shall be granted 24 hours of personal leave. Personal leave can be taken in fifteen (15) minute increments after the first half (1/2) hour. Example: .5 hour; .75 hour; 1 hour; 1.25 hours; 1.5 hours; 1.75 hours; etc.

Part-time employees, after two (2) years of continuous service, will accrue personal leave on a pro rata basis.

During the first year of full-time employment only, personal leave shall accrue until it equals the amount of time provided in this Section.

### **Section 13.4. Family Emergency Leave.**

In all cases where there is an emergency situation and/or illness which requires the presence of an employee, that employee may be granted enough time off duty, at the discretion of the Department Manager or Library Director, so she/he may leave and make arrangements to get help to stay with her/his family, or otherwise arrange to alleviate the emergency situation. When the emergency situation extends beyond one (1) twenty-four (24) hour period of time, permission to be absent from work will have to be secured from the Library Director or Department Manager for every twenty-four (24) hour period thereafter. In any case where an employee has taken more than three (3) family emergency leave days in any given fiscal year, the fourth (4<sup>th</sup>) day will be deducted from the employee's accrued sick leave days. Family emergency leave is not cumulative.

**Section 13.5. Civil Leave.**

Employees shall be given time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with a national or local emergency, and for the purpose of voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. In the case of Jury Duty, employees duly summoned for Jury Duty shall show proof of summons as soon as possible to the employer and request leave if desired. If excused from jury duty before the end of the work shift, the employee is expected to report back to work unless previous arrangements have been made. Otherwise, the employee should report back at the beginning of his/her next work shift. If an employee is scheduled for an evening shift, he/she is expected to report back to work or switch shifts with another qualified employee in advance. Also in the case of Jury Duty, all fees received other than meal or travel allowances shall be returned to the Library.

**Section 13.6. Service-Connected Injury.**

An employee who suffers an on-the-job injury shall be allowed full pay during the first three (3) working days without the utilization of any accumulated sick leave or other benefits. Thereafter, the employee shall be permitted to utilize accumulated sick leave. In the event such service-connected injury becomes the subject of an award by the Industrial Commission, the employee shall reimburse the Employer the dollar equivalent which duplicates payment received as sick leave days, and the employee's sick leave account shall be credited with the number of sick leave days used. An employee who suffers on on-the-job injury shall not be required to utilize any accumulated sick days prior to being granted an injury leave under Section 13.7 below.

**Section 13.7. Illness or Injury Leave.**

Employees who have utilized all their accumulated sick leave days (except as provided in Section 13.6 above) and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one (1) year from the onset of the disability. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of another state. Such verification shall show the diagnosis, prognosis, and expected duration of the disability; such verification shall be made no less than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Library in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. The Library will not arbitrarily deny such leave request.

**Section 13.8. Treatment of Seniority.**

Any nonprobationary employee shall retain and continue to accumulate seniority while on leaves provided for under this Article.

**Section 13.9. Employee Rights After Leave.**

At the expiration of any leave provided for in this Article, the employee has the right to and shall be reinstated to the position she/he vacated if the position still exists; or if not, to any other vacant position in the same class.

**Section 13.10. Failure to Return from Leave.**

Failure to return from a leave of absence within three (3) days after the expiration date thereof may be cause for discharge unless the Library Director, in her/his discretion, determines that it was impossible for the employee to so return.

**Section 13.11. Notification of Leave.**

Notification of balances of vacation, personal, and sick leave shall be provided to the employee once per month.

**ARTICLE 14 INSURANCE**

- (a) All benefited employees will move to the Wellness PPO Plan through Blue Cross or the Wellness Health Alliance HMO effective January 1, 2012.
- (b) The Employer agrees to pay seventy-five percent (75%) of the health insurance premium for benefited employees with "Single" coverage.
- (c) The Employer agrees to pay seventy-five percent (75%) of the full health insurance premiums for benefited employees with "Employee + One" and "Family" coverage.
- (d) The Employer agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage, and fifty percent (50%) of the dental insurance premium for dependent coverage for dental insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (e) The Employer agrees to pay fifty percent (50%) of the vision insurance premium for employee coverage, and fifty percent (50%) of the vision insurance premium for dependent coverage for vision insurance for all benefited employees under the City of Bloomington Health Care Plan.
- (f) In any year in which the total amount of group insurance benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the Employer shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plan.
- (g) The Employer and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Health Care plan. No changes in the level of benefits shall be made except by mutual agreement of the parties.

## ARTICLE 15 UNIFORMS

Custodians will be required to wear a uniform shirt with proper identification. The Library will furnish the following uniforms for each of the Custodial positions in the proper size:

- 1 pair Carhartt-type Coveralls
- 5 Work Shirts with Identification

The type/style of shirts will be decided by the Labor-Management Committee.

## ARTICLE 16 NO STRIKE AND NO LOCKOUT

### **Section 16.1. No Strike.**

During the term of this Agreement, there shall be no strikes, work stoppages, sympathy strikes or slowdowns. No officer or representative of the Union shall authorize, institute, instigate, aid, or condone any such activities.

### **Section 16.2. No Lockout.**

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

## ARTICLE 17 PERFORMANCE REVIEWS

### **Section 17.1. Informal Conferences.**

The Union and the Employer encourage periodic informal performance review conferences between the employee and her/his Department Manager to discuss work performance, job satisfaction, work-related problems, and the work environment.

### **Section 17.2. Written performance Reviews.**

Written Performance Reviews shall be prepared by the employee's Department Manager who is outside the bargaining unit and who either has firsthand knowledge of the employee's work or has discussed and received recommendations from someone who does. The Performance Review shall be limited to the employee's performance of the duties assigned and factors related thereto. The Performance Review shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the Performance Review as a recognition of having read it. Such signatures shall not constitute agreement with the Performance Review.

## ARTICLE 18 PERSONNEL RECORDS

### **Section 18.1. Personnel Records.**

The official personnel record shall be maintained at the Library. The personnel record shall be made available during regular business hours for an employee and/or her/his designee to review. However, the record shall not be removed from the Library, nor shall any documents in the record be altered or removed from the file. Employees may contribute documents to their record that relate to their performance and accomplishments.

### **Section 18.2. Right of Inspection and Copies.**

Employees will be granted the right to inspect their personnel records under the following procedures:

- (1) Any employee who wishes to inspect her/his personnel record must submit, in writing, her/his request to the person in charge of the record; the request shall not be unduly repetitious.
- (2) The inspection shall be granted to the employee within seven (7) working days from the receipt of the request.
- (3) The employee may make a copy of any material contained in her/his file.

### **Section 18.3. Employee Representation.**

An employee may designate, in writing, a representative to inspect her/his personnel records and to make copies of pertinent information.

### **Section 18.4. Disciplinary Records.**

Written notice will be mailed to the employee's last reported address on or before the day a disciplinary report, letter, reprimand, or other documentation is released to an external third party. This requirement will be waived if:

- (a) the disclosure is ordered in a legal action;
- (b) information is requested by a government agency to substantiate an employee's claim or complaint;
- (c) the employee waives this right in writing.

### **Section 18.5. Disagreement With Content; to Comment.**

If an employee disagrees with the information contained in the personnel record, it will be modified or removed by mutual agreement, or the employee may submit a written statement explaining her/his position, to be attached to the disputed portion of the record. This statement will be included whenever the disputed portion of the record is released to a third party.

## **ARTICLE 19 LABOR-MANAGEMENT COMMITTEE**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, representatives of the Library shall meet with the appropriate Union committee representing the bargaining unit. Meetings shall be scheduled if either side feels it is needed. Meetings will be at a time, place, and date mutually agreed upon. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. These meetings may be attended by an AFSCME staff representative.

## **ARTICLE 20 UNION RIGHTS**

### **Section 20.1. Union Activity During Working Hours.**

Employees shall, after giving appropriate notice to their Department Manager, be allowed reasonable time off without loss of pay during working hours to attend grievance hearings, labor/management meetings, and any other meetings and/or activities established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants.

### **Section 20.2. Access to Premises by Union Representatives.**

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitation shall be for the reason of the administration of the Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve, or clarify a problem.

### **Section 20.3. Time Off For Union Activities.**

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or International conventions, workshops, and other training meetings, provided such representative(s) shall give reasonable notice to her/his Department Manager of such absence. The employee may utilize any accumulated time (holiday, personal, vacation days) in lieu of taking such without pay.

### **Section 20.4. Union Bulletin Board.**

The Library shall provide a bulletin board for the exclusive use of the Union, provided that such bulletin board shall not be for the posting of messages which are inflammatory or disruptive of harmonious relations.



**Section 20.5. Union Meetings on Library Premises.**

The Library agrees to allow appropriate meeting rooms to be used for Union meetings upon prior notification by the designated Union representative, subject to availability.

**Section 20.6. Union Orientation.**

The Union will be afforded an opportunity to meet with new employees once per quarter for up to sixty (60) minutes to attend such orientation. If an employee is already scheduled to work during the orientation time, they are paid to attend. Those not already scheduled to work during the orientation time may attend on their own time if they wish to attend the meeting.

**ARTICLE 21 MANAGEMENT RIGHTS**

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

**ARTICLE 22 NON-DISCRIMINATION**

**Section 22.1. Prohibition Against Discrimination.**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, disability, political affiliation and/or beliefs, sexual orientation, or other non-merit factors as provided by law.

**Section 22.2. Union Activity.**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. (P.A. 83-1012) or by this Agreement, or on account of membership or nonmembership in, or on account of participating or not participating in lawful activities on behalf of the Union.

## **ARTICLE 23 WELFARE TO WORK**

No AFSCME represented position will be displaced, laid off, hours reduced, or otherwise reduced in pay as a result of any Welfare to Work initiative.

## **ARTICLE 24 CDL POLICY**

The Library will pay for the difference in the cost of obtaining a Commercial Drivers' License and a Class D license. This amount, net of the regular renewal rate, will be paid each time a new or renewed CDL is required. The Library will not demand reimbursement of these amounts from CDL employees who cease employment with the Library.

A new employee in the Outreach Department will have 60 working days in which to successfully obtain a CDL. If the license is not obtained with 60 working days, this will be cause for termination of a newly hired employee. An in-house employee who does not receive their CDL in 60 working days will be able to return to their previous position as governed by the union contract, Section 10.5. Section 10.5 will be adhered to with the additional stipulation of the 60 day requirement to obtain a CDL.

Bargaining unit CDL employees who fail a drug or alcohol test will be terminated after a second failed drug test.

Any bargaining unit CDL employee who is assigned to the bookmobile and works on the bookmobile shall be paid at the rate of one dollar (1.00) per hour for each hour or portion thereof (in increments of fifteen minutes, rounded to the nearest increment) worked by the CDL employee on the bookmobile. This amount will be paid in addition to the CDL employee's present base rate of pay. The time shall be calculated beginning at the time the CDL employee leaves the Library garage and terminating when the CDL employee returns to the Library garage.

Bargaining unit CDL employees shall submit to their supervisor, on a weekly basis, a written confirmation of the amount of on-road hours (or portions thereof) worked by the CDL employee during each week. Such written confirmations will normally be submitted on Monday. If the supervisor agrees with the report of hours worked submitted by the CDL employee, she/he shall approve payment for such hours (or portions thereof) to the CDL employee in the amounts set forth above and she/he shall sign the written confirmation. If she/he does not agree with the report of hours worked, she/he will meet with the CDL employee and will discuss with the CDL employee what the supervisor believes an accurate summary of hours worked should be. If the supervisor and the CDL employee cannot agree on the number of hours worked by the CDL employee, the CDL employee may initiate the grievance arbitration procedures set forth in the collective bargaining agreement between the parties.

The parties recognize that a delay between the time a confirmation of hours is submitted by the CDL employee and the date that compensation for such hours worked by such CDL employees on the bookmobile will occur. The Library and the City agree to use their best efforts to compensate full-time CDL employees no later than three weeks after the date their confirmation of hours is submitted by the CDL employee, and to compensate part-time CDL employees no later than two weeks after the date the confirmation of hours is submitted by the CDL employee.

In the event the library purchases a bookmobile that does not require a CDL to drive, Management will have the right to bargain Article 24 at that time.

## **ARTICLE 25 SUBCONTRACTING**

It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The Library will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the Library's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the Library's actions. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the Library. The Library shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the Library's decision.

## **ARTICLE 26 SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet as soon as practicable to renegotiate the provision to eliminate its illegality or unenforceability.

## **ARTICLE 27 ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 28 TERMINATION**

This Agreement shall be effective as of the last day of ratification and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2014. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20<sup>th</sup> day of August, 2013.

**LOCAL 699, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 31**

/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_

**BOARD OF TRUSTEES  
BLOOMINGTON PUBLIC LIBRARY**

/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_

**CITY OF BLOOMINGTON**

/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_  
/s/ \_\_\_\_\_

**APPENDIX “A” – MEMORANDUM OF UNDERSTANDING**

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, June 7, 2005, that the Library will be closed the Sunday before Memorial Day and the Sunday before Labor Day each year or until either party chooses to bring the subject to the bargaining table. These days are not paid holidays and schedules will need to be arranged with the Department Managers to ensure staff works their complete workweek during the two weeks affected by the closings.

**APPENDICES**  
**WAGE TABLES**

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY that the following positions will be removed from the wage tables; however, the job classifications will remain in Section 1.1, Recognition, in the event these positions become necessary in the future:

- Full Time Shelver
- Full and Part Time Library Assistant (\*)
- Full and Part Time Library Associate II

Due to position mergers in previous contracts, we no longer have these positions.

**APPENDIX “B” – Wage Table**

May 1, 2012 – April 30, 2013

**LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE**

**HOURLY WAGES FOR FULL TIME EMPLOYEES**

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	13.40	14.08	14.34	14.61	14.88	15.15	15.41
Custodian	13.39	14.07	14.33	14.60	14.86	15.14	15.40
LTA	15.52	16.30	16.62	16.92	17.23	17.54	17.85
Lib. Assoc. I	16.73	17.56	17.90	18.24	18.56	18.90	19.24
Librarian	21.84	22.93	23.37	23.81	24.25	24.67	25.11

**HOURLY WAGES FOR PART TIME EMPLOYEES**

Shelver	8.59	9.02	9.19	9.36	9.54	9.70	9.87
Library Asst.	10.16	10.67	10.87	11.08	11.28	11.48	11.68
Custodian	11.23	11.79	12.02	12.24	12.46	12.69	12.91
LTA	13.19	13.85	14.12	14.37	14.64	14.90	15.17
Lib. Assoc. I	14.01	14.72	14.99	15.28	15.56	15.84	16.12
Librarian	18.47	19.40	19.77	20.13	20.50	20.87	21.25



**APPENDIX “C” – Wage Table**

May 1, 2013 – April 30, 2014

**LIBRARY WORKERS – AFSCME LOCAL 699  
SALARY AND WAGE SCALE**

**HOURLY WAGES FOR FULL TIME EMPLOYEES**

POSITION	BASE	5 YR	10 YR	15 YR	20 YR	25 YR	30 YR
		5%	7%	9%	11%	13%	15%
Library Asst.	13.67	14.36	14.63	14.90	15.18	15.45	15.72
Custodian	13.66	14.35	14.62	14.89	15.16	15.44	15.71
LTA	15.83	16.63	16.95	17.26	17.57	17.89	18.21
Lib. Assoc. I	17.06	17.91	18.26	18.60	18.93	19.28	19.62
Librarian	22.28	23.39	23.84	24.29	24.74	25.16	25.61

**HOURLY WAGES FOR PART TIME EMPLOYEES**

Shelver	8.76	9.20	9.37	9.55	9.73	9.89	10.07
Library Asst.	10.36	10.88	11.09	11.30	11.51	11.71	11.91
Custodian	11.45	12.03	12.26	12.48	12.71	12.94	13.17
LTA	13.45	14.13	14.40	14.66	14.93	15.20	15.47
Lib. Assoc. I	14.29	15.01	15.29	15.59	15.87	16.16	16.44
Librarian	18.84	19.79	20.17	20.53	20.91	21.29	21.68

**APPENDIX “D” – MEMORANDUM OF UNDERSTANDING**

It is agreed to by AFSCME 699 and BLOOMINGTON PUBLIC LIBRARY on this day, July 18, 2013, that the Library will provide a one-time \$500.00 bonus for full-time and part-time bargaining unit employees on payroll at the time of final contract ratification, as approved by the Bloomington Public Library Board of Trustees.

## Update on Contract Negotiations

Changes to 2012—2014 contract:

- Ground Rules for Negotiations were established
- Section 1.3, Seasonal Employees, changed all references from “Temporary” Employees to “Seasonal” Employees
- Section 4.2, Floating Holidays, added “with prior approval of manager” and clarified that a Floating Holiday is an 8-hour day
- Sections 5.1, Vacation Accrual and Eligibility, 12.1, Sick Leave Accrual, and 13.3, Personal Leave, changed all vacation/sick/personal time to HOURS instead of days (Munis)
- Section 13.1, Leave Without Pay, added “ in writing”, struck “on forms provided by the library”
- Section 13.5, Civil Leave, corrected a typo, “work” should be “report”
- Section 20.6, Union Orientation, new section affording the Union an opportunity to meet with new employees once per quarter for union orientation
- Article 24, CDL Policy, Management will have the right to bargain in the event the library purchases a bookmobile that does not require a CDL to drive.
- Subcontracting Article was agreed to as proposed by management. This was new language approved by the council that the City’s other 699 bargaining unit agreed to.

Article \_\_. Subcontracting. It is the general policy of the Library to continue to utilize its employees to perform work they are qualified to perform. However, the Library reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the Library changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the Library will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The Library will provide no less than forty-five (45) calendar days written notice to the Union, except in emergency situations. At the Union’s request, the Library will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. If the Library decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 9.6 and 9.7 will apply. The Library may temporarily implement its decision to contract out work pending the outcome of any impact or effects bargaining which may be requested by the Union.

- Wages for FY13 and FY14 were approved with 2% increases each year retroactive to May 1, 2012.
- A one-time bonus of \$500 for each full-time and part-time bargaining unit employee was approved.



FOR COUNCIL: August 26, 2013

**SUBJECT:** Request for Alcohol in Miller Park Zoo for the Miller Park Zoological Society Fundraiser, known as ZooDo

**RECOMMENDATION/MOTION:** That the Ordinance be passed.

**STRATEGIC PLAN LINK:** Goal 5. Great Place – Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** For many years, the Miller Park Zoological Society held its Annual Gala at Bloomington Country Club. The event has consisted of a catered dinner and silent auction with proceeds helping to support both education and capital development projects. In 2008, the event was renamed ZooDo and moved back to Miller Park.

The 2013 event is being planned to occur within the Zoo's grounds with Baxters American Grille providing food and alcohol service. In case of inclement weather, the event will be moved indoors to the Pavilion. The event is scheduled for Saturday, September 7, 2013 from 4:00 P.M. until 10:00 P.M.

Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code prohibit the possession of open containers of alcohol on public property and the sale and possession of alcohol in the parks, respectively.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoological Society.

**FINANCIAL IMPACT:** The ZooDo fundraising goal is \$50,000 to assist with future capital improvements to the Zoo.

Respectfully submitted for Council consideration.

Prepared by: John Kennedy, Director of Parks, Recreation & Cultural Arts

Reviewed by: Barbara J. Adkins, Deputy City Manager

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance.

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			

**ORDINANCE NO. 2013 - \_\_\_\_**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 AND SECTION 701 OF CHAPTER 31 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE ZODO TO BE HELD AT THE MILLER PARK ZOO AND PAVILION**

WHEREAS, the Miller Park Zoological Society will hold a ZooDo at the Miller Park Zoo and Pavilion on September 7, 2013; and

WHEREAS, the Miller Park Zoological Society requested permission to allow sales and consumption of alcohol during the ZooDo, its Annual Gala; and

Whereas, to allow possession of alcohol at this event, Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting the possession of open containers of alcohol on public property and Section 701 of Chapter 31 of the Bloomington City Code prohibiting alcohol within Miller Park Zoo and Pavilion, must be suspended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, are suspended on the following dates during the following hours: September 7, 2013 between 4:00 o'clock p.m. and 10:00 o'clock p.m. for Miller Park Zoo and Pavilion. This suspension shall be effective only as to persons inside the designated area only and for alcohol purchased from an event vendor within the designated area.

Section 2: Except for the dates, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1969, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d) and Section 701.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

Passed this 26<sup>th</sup> day of August, 2013.

Approved this \_\_\_\_th day of August, 2013.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk





FOR COUNCIL: August 26, 2013

**SUBJECT:** Review of Executive Session Minutes from 1995 - 2013

**RECOMMENDATION/MOTION:** That the Resolution be adopted.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.d. City services delivered in the most cost-effective, efficient manner.

**BACKGROUND:** The Open Meeting Act requires a semiannual review of approved Executive Session Minutes to determine whether to release any of these minutes to the public. Final action is taken in open session. This amendment was enacted in 2006.

A Resolution has been drafted as a record of the Council's action. The Council met on Monday, August 12, 2013 in Executive Session to review Executive Session Minutes. Resolution states that these Executive Session Minutes will be retained (i.e., not disclosed) at this time.

In compliance with the Open Meetings Act, City staff plans to present Executive Session Minutes for review to the Council during Executive Sessions scheduled during the months of February and August of each year.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Legal Review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachment:** Attachment 1. Resolution

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

	Aye	Nay	Other		Aye	Nay	Other
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade				Alderman Black			
Alderman Mwilambwe							
				Mayor Renner			

**RESOLUTION NO. 2013 - \_\_\_\_**

**A RESOLUTION REGARDING THE RETENTION  
OF EXECUTIVE SESSION MINUTES**

WHEREAS, the City Council of the City of Bloomington, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

WHEREAS, pursuant to the requirements of 5 ILCS 120/2.06(c), a review of all closed session minutes has been completed; and

WHEREAS, the City Council has determined that the minutes of the meeting listed on Schedule A, attached hereto, no longer require confidential treatment and should be made available for public inspection; and

WHEREAS, the City Council has further determined that a need for confidentiality still exists as to the Executive Session Minutes from the meetings set forth on Schedule B, attached hereto and incorporated by reference; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
BLOOMINGTON, ILLINOIS:**

Section 1. The Executive Session Minutes from those meetings set forth on Schedule A, attached hereto and incorporated by reference, are hereby released. The preamble to this Resolution is incorporated into the body of this resolution.

Section 2. The City Clerk is hereby authorized and directed to make the minutes from those meetings listed in Schedule A available for inspection and copying in accordance with the Open Meetings Act and standing procedures of the Clerk's Office.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 26<sup>nd</sup> day of August, 2013.

APPROVED this \_\_\_\_<sup>th</sup> day of August, 2013.

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**EXHIBIT A  
TO BE RELEASE**

<b>DATE</b>	<b>REASON</b>
April 27, 2009	Section 2 (c)(11) Litigation
January 25, 2010	Section 2(c)(12) Settlement
March 22, 2010	Section 2(c)(11) Litigation
November 8, 2010	Section 2(c)(12) Settlement
March 14, 2011	Section 2(c)(12) Settlement
March 28, 2011	Section 2(c)(6) Sale or Lease of Real Estate
June 13, 2011	Section 2(c)(12) Settlement
July 11, 2011	Section 2(c)(11) Litigation
August 8, 2011	Section 2(c)(12) Settlement Section 2(c)(6) Sale or Lease of Real Estate
December 19, 2011	Section 2(c)(12) Settlement
August 17, 2012	Section 2(c)(12) Settlement Section 2(c)(11) Litigation
December 10, 2012	Section 2(c)(12) Settlement

**EXHIBIT B  
TO BE RETAINED**

<b>DATE</b>	<b>REASON</b>
January 23, 1995	Section 2(c)(1) Personnel
June 12, 1995	Section 2(c)(2) Collective Bargaining
February 26, 1996	Section 2(c)(1) Personnel
October 14, 1996	Section 2(c)(2) Collective Bargaining
November 12, 1996	Section 2(c)(2) Collective Bargaining
February 24, 1997	Section 2(c)(1) Personnel
March 10, 1997	Section 2(c)(2) Collective Bargaining
May 12, 1997	Section 2(c)(2) Collective Bargaining
July 14, 1997	Section 2(c)(2) Collective Bargaining
October 13, 1997	Section 2(c)(2) Collective Bargaining
January 26, 1998	Section 2(c)(1) Personnel
July 14, 1998	Section 2(c)(2) Collective Bargaining
July 27, 1998	Section 2(c)(2) Collective Bargaining
December 28, 1998	Section 2(c)(1) Personnel
May 10, 1999	Section 2(c)(2) Collective Bargaining
June 14, 1999	Section 2(c)(2) Collective Bargaining
September 13, 1999	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 1999	Section 2(c)(1) Personnel
December 13, 1999	Section 2(c)(1) Personnel
December 11, 2000	Section 2(c)(1) Personnel
November 13, 2001	Section 2(c)(1) Personnel
May 28, 2002	Section 2(c)(2) Collective Bargaining
September 23, 2002	Section 2(c)(2) Collective Bargaining
November 12, 2002	Section 2(c)(1) Personnel
March 8, 2004	Section 2(c)(1) Personnel
May 10, 2004	Section 2(c)(2) Collective Bargaining
February 28, 2005	Section 2(c)(1) Personnel
March 14, 2005	Section 2(c)(1) Personnel
March 28, 2005	Section 2(c)(6) Sale or Lease of Real Estate
May 9, 2005	Section 2(c)(2) Collective Bargaining
August 14, 2006	Section 2(c)(1) Personnel
August 28, 2006	Section 2(c)(1) Personnel
August 13, 2007	Section 2(c)(2) Collective Bargaining
November 13, 2007	Section 2(c)(2) Collective Bargaining
December 10, 2007	Section 2(c)(1) Personnel
January 7, 2008	Section 2(c)(1) Personnel
February 11, 2008	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
June 9, 2008	Section 2(c)(5) Purchase or Lease of Real Estate

<b>DATE</b>	<b>REASON</b>
August 19, 2008	Section 2(c)(1) Personnel
October 13, 2008	Section 2(c)(5) Purchase or Lease of Real Estate
November 3, 2008	Section 2(c)(1) Personnel
November 17, 2008	Section 2(c)(1) Personnel
November 18, 2008	Section 2(c)(1) Personnel
November 19, 2008	Section 2(c)(1) Personnel
March 9, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
March 30, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 6, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
April 13, 2009	Section 2(c)(2) Collective Bargaining
April 27, 2009	Section 2(c)(2) Collective Bargaining
May 26, 2009	Section 2(c)(2) Collective Bargaining
June 8, 2009	Section 2(c)(2) Collective Bargaining
June 22, 2009	Section 2(c)(2) Collective Bargaining
June 27, 2009	Section 2(c)(2) Collective Bargaining
August 10, 2009	Section 2(c)(2) Collective Bargaining
September 28, 2009	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate Section 2(c)(6) Sale or Lease of Real Estate
December 14, 2009	Section 2(c)(2) Collective Bargaining
January 11, 2010	Section 2(c)(2) Collective Bargaining
January 25, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(5) Purchase or Lease of Real Estate
February 8, 2010	Section 2(c)(2) Collective Bargaining Section 2(c)(6) Sale or Lease of Real Estate
February 22, 2010	Section 2(c)(2) Collective Bargaining
April 5, 2010	Section 2(c)(2) Collective Bargaining
April 26, 2010	Section 2(c)(6) Sale or Lease of Real Estate Section 2(c)(2) Collective Bargaining
June 28, 2010	Section 2(c)(1) Personnel
September 27, 2010	Section 2(c)(1) Personnel
November 8, 2010	Section 2(c)(5) Purchase or Lease of Real Estate
November 22, 2010	Section 2(c)(2) Collective Bargaining
March 28, 2011	Section 2(c)(2) Collective Bargaining
May 9, 2011	Section 2(c)(2) Collective Bargaining Section 2(c)(11) Litigation
June 13, 2011	Section 2(c)(2) Collective Bargaining

<b>DATE</b>	<b>REASON</b>
July 11, 2011	Section 2(c)(1) Personnel
August 8, 2001	Section 2(c)(5) Purchase or Lease of Real Estate
December 19, 2011	Section 2(c)(5) Purchase or Lease of Real Estate
May 29, 2012	Section 2(c)(2) Collective Bargaining
August 17, 2012	Section 2(c)(1) Personnel
November 8, 2012	Section 2(c)(1) Personnel
December 10, 2012	Section 2(c)(1) Personnel
December 17, 2012	Section 2(c)(2) Collective Bargaining Section 2(c)(1) Personnel
February 25, 2013	Section 2(c)(29) Meet with External Auditors Section 2(c)(2) Collective Bargaining