



City of Bloomington Common Council

Legislative Packet – Addendum

Containing legislative materials related to:

Wednesday, 17 December 2025

Regular Session at 6:30pm

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2. Ordinance 2025-19 Amendment 04 Memo
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5. Ordinance 2025-46 Revised Staff Memo
6. Ordinance 2025-46 Amendment 01



City of Bloomington Common Council

AGENDA AND NOTICE: REGULAR SESSION Wednesday | 6:30 PM 17 December, 2025
Council Chambers (#115), Showers Building, 401 N. Morton Street

The meeting may also be accessed at the following Zoom link:

<https://bloomington.zoom.us/j/84140255260?pwd=c15CizdDbCEGrMcKfemaaK4tSVQuli.1>

1. ROLL CALL

2. AGENDA SUMMATION

3. MINUTES FOR APPROVAL

- A. August 18, 2025 – Budget Hearing
- B. August 20, 2025 – Budget Hearing
- C. August 25, 2025 – Budget Hearing
- D. August 27, 2025 – Budget Hearing

4. REPORTS (A maximum of twenty minutes is set aside for each part of this section).

- A. Council members
- B. The Mayor, City Clerk, City Offices, and City Boards and Commissions
 - a. Planning and Transportation – Unified Development Ordinance (UDO) Update
- C. Council Committees
 - a. Committee on Council Processes
- D. Public*

5. APPOINTMENTS TO BOARDS AND COMMISSIONS

None

6. LEGISLATION FOR FIRST READINGS

None

7. LEGISLATION FOR SECOND READINGS AND RESOLUTIONS

- A. Ordinance 2025-19 – To Amend Title 15 of The Bloomington Municipal Code Entitled “Removal And Impound of Vehicles” Re: Chapters 15.48 and 15.52 – Updating Permissible Towing and Storage Charges for Authorized Towing Services
 - a. Amendment 01 – ADOPTED
 - b. Amendment 04

*Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Individuals may speak at one of these periods, but not both. Speakers are allowed up to three minutes.

Auxiliary aids are available upon request with adequate notice. To request an accommodation or for inquiries about accessibility, please call (812) 349-3409 or e-mail council@bloomington.in.gov.

Posted: December 12, 2025
Revised: December 16, 2025

- B. Ordinance 2025-20 – To Amend Chapter 4.32 of The Bloomington Municipal Code Entitled “Non-consensual Towing Business” Re: Updating Towing License Requirements and Permissible Towing and Storage Fees for Non-consensual Towing Services under Chapter 4.32
 - a. Amendment 03
- C. Resolution 2025-21 – Resolution Acknowledging Receipt Of The Collective Bargaining Agreement Between The City Of Bloomington And American Federation Of State, County, And Municipal Employees For Calendar Years 2026, 2027, And 2028 And Pledging Fiscal Support
- D. Ordinance 2025-47 – To Amend Title 8 Of The Bloomington Municipal Code, Entitled “Historic Preservation And Protection” To Establish A Historic District Re: The Ivan Adams House Historic District (Bloomington Historic Preservation Commission, Petitioner)
- E. Ordinance 2025-43 – An Ordinance Annexing Certain Real Estate To The City Of Bloomington, Monroe County, Indiana
- F. Ordinance 2025-46 – To Amend The Bloomington Zoning Maps And Zone Property Currently In the Monroe County Jurisdiction To Residential Medium Lot (R2) In Anticipation Of Voluntary Annexation Re: 2005 W. Cory Drive (William Wamathai, Petitioner)

8. ADDITIONAL PUBLIC COMMENT * (A maximum of twenty-five minutes is set aside for this section)

9. COUNCIL SCHEDULE

10. ADJOURNMENT

Bloomington City Council meetings can be watched on the following websites:

- Community Action Television Services (CATS) – <https://catvstv.net>
- YouTube – <https://youtube.com/@citybloomington>

Background materials and packets are available at

<https://bloomington.in.gov/council/meetings?year=2025>

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Posted: December 12, 2025
Revised: December 16, 2025

To: Bloomington City Council

From: Councilmember Hopi Stosberg, District 3

RE: Amendment 4 to Ordinance 2025-19, Title 15 towing changes

Date: December 12, 2025

Thank you for considering Amendment 4 to Ordinance 2025-19. This amendment replaces any prior amendment I was proposing for Ordinance 2025-19 regarding changes to towing procedures in Title 15 of the Bloomington Municipal Code. Below is a brief summary of the changes this amendment proposes.

Section 1: Changes “officer of the Bloomington Police Department” to “*member* of the Bloomington Police Department” to accommodate for the possibility of response of a non-sworn officer of the department and makes necessary changes to payment of fees as is required by changes in Indiana state code. These changes were requested by the administration.

Section 2 & 3: In two sections of the code, this section changes the time allowed prior to a storage fee to be changed back to the existing 24 hours. It also requires “business hours” be defined in the contract the police have with their responding towing companies.

Please let me know if you have questions or concerns related to this amendment. Thank you.

To: Bloomington City Council

From: Councilmember Hopi Stosberg, District 3

RE: Amendment 3 to Ordinance 2025-20, Title 4 towing changes

Date: December 12, 2025

Thank you for considering Amendment 3 to Ordinance 2025-20. This amendment replaces any prior amendment I was proposing for Ordinance 2025-20 regarding changes to towing procedures in Title 4 of the Bloomington Municipal Code. Below is a brief summary of the changes this amendment proposes.

Section 1: Requires business hours for tow companies be included in their application for a non-consensual towing license. Business hours are required to include weekend hours due to the prevalence of non-consensual towing occurring on Friday and Saturday nights. This maximizes the possibility of vehicle owners to regain possession of their vehicles without additional fees being charged. It also changes language of the background check provision to include fees and violations within the city of Bloomington as well as other jurisdictions.

Section 2: Changes in section two include new signage requirements for parking lots. Our current code simply states that signage be “posted in plain view and visible to the public at each entrance and exit”. New language gives more specific guidance as to what plain view and visible mean, including requiring minimum size signage, reflectivity, high contrast signage, simple font and sign placement. The UDO was consulted to ensure that the basic requirements should allow most signs to be installed without any permitting or consultation with the planning department. New requirements would take effect on July 1, 2026 in order to give companies time to change their signage as may be required.

Section 3: This section changes the time allowed prior to a storage fee to be changed back to the existing 24 hours. It also refers the definition for “business hours” back to the new licensure requirement changed by section 1 of this amendment.

Please let me know if you have questions or concerns related to this amendment. Thank you.

RESOLUTION 2025-21

**RESOLUTION ACKNOWLEDGING RECEIPT OF THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
FOR CALENDAR YEARS 2026, 2027, AND 2028
AND PLEDGING FISCAL SUPPORT**

WHEREAS, the City of Bloomington, Indiana, hereinafter referred to as “COB” and Local 2487 American Federation of State, County and Municipal Employees (AFL-CIO AFSCME Council 962) Union, hereinafter referred to as “AFSCME”, mutually agreed to re-open contract negotiations in advance of the 2026 expiration of the Collective Bargaining Agreement (“CBA”) in order to address AFSCME concerns and pay equity issues arising from prior negotiations; and

WHEREAS, the intent of the COB and AFSCME was to negotiate a CBA which assured a sound and mutually beneficial working relationship between the COB and AFSCME and provided an orderly means of resolving any differences which might arise; and

WHEREAS, the COB and AFSCME recognize that the Council has no direct role in negotiation of the CBA as that is an Executive-branch function nor formal, required approval of the CBA itself; however, there are important fiscal implications of the CBA, which should be made known to and approved by the Council; and

WHEREAS, in order to be as transparent as possible, the COB and AFSCME desire the Council to have an opportunity to review and inquire about the CBA, in addition to their review of the annual budgets and Salary Ordinance, which put into place the fiscal provisions of the CBA.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA THAT:

SECTION 1. The Common Council acknowledges receipt of the CBA negotiated between the COB and AFSCME.

SECTION 2. The Common Council recognizes, as a separate branch of government from and a check on the Executive Branch, its right and responsibility to inquire about process, policies, and, especially, the fiscal implications of the CBA.

SECTION 3. The Common Council is aware of the fiscal implications of the CBA and supports funding to implement the CBA.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, this _____ day of December 2025.

HOPI STOSBERG, President
Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana,
upon this _____ day of _____, 2025.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me this _____ day of _____, 2025.

KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS

This Resolution presents the Collective Bargaining Agreement (“CBA”) negotiated between the Executive Branch of the City of Bloomington and the Local 2487 American Federation of State, County and Municipal Employees (AFL-CIO AFSCME Council 962) to the Common Council of the City of Bloomington, Monroe County, Indiana, for their review (rather than approval) and to inform them in detail of the fiscal implications of the CBA. By passage of this Resolution, the Council acknowledges receipt of the CBA, its opportunity to make inquiry, and expresses its support to fund the same.



MEMORANDUM

TO: Hopi Stosberg, President, Common Council

FROM: Gretchen Knapp, Deputy Mayor

CC: Margie Rice, Corporation Council; Sharr Pechac, Human Resources Director; Jessica McClellan, Controller

DATE: December 8, 2025

RE: 2026-2028 Work Agreement between City of Bloomington and LOCAL 2487 CBME, A.F.S.C.M.E.

The City of Bloomington is pleased to present for Council's review the completed agreement between the City and Local 2487 American Federation of State, County and Municipal Employees (AFL-CIO AFSCME Council 962) Union, covering the period from January 1, 2026–December 31, 2028. The City and AFSCME mutually agreed to re-open contract negotiations in advance of the 2026 expiration of the previous Collective Bargaining Agreement (CBA). **This new agreement was approved by union members by a vote of 82-7 on December 2, 2025.**

The cost of implementing this contract is fully covered in the existing 2026 budget, and no further appropriations are required.

In addition to this resolution regarding the contract itself, a revised salary ordinance will be submitted in January 2026. The existing salary ordinance already approved a 5% increase for AFSCME, and that increase will be immediately in effect on January 1. Once the amended salary ordinance is approved by Council and entered into New World, AFSCME employees will receive pay retroactive to January 1, 2026 for the other contractual changes regarding pay, detailed below.

The agreement was opened early because other City employees received pay adjustments in 2025 as part of either the implementation of the Civil City salary study or other union negotiations, and we wanted to ensure the approximately 200 AFSCME employees received a similar salary review and adjustment as soon as possible. AFSCME employees work in many departments, divisions, and shops: Parks & Recreation; Public Works Animal Control, Facilities, Fleet Maintenance, Sanitation, and



Street; Utilities Operations, Purchasing & Supply, Environmental, and Meter Services and Transmission & Distribution.

As part of the negotiations, we engaged consultants to research market data and make recommendations. The same consultants and benchmark markets were used as in the previous work on the Civil City side.

Here are the significant changes in this contract:

- **Term.** It is a three-year rather than a four-year contract.
- **Annual increases.** It includes a flat 5% increase across all positions for 2026, and planned 3% cost of living adjustments for 2027 and 2028.
- **Pay grades** have been reduced from 23 to 14. All employees in the lowest grade have been moved up to 104. The U-grades for Utilities introduced in the last contract have been consolidated into the new system, which applies across all units. Four job titles have planned shifts in 2027 to a new grade level to parallel existing job titles with similar duties and to ensure equity as a result of those changes.
- **Tenure steps** have been adjusted to reflect best practice and to improve attraction and retention of employees. The AFSCME contract has 11 tenure steps. The previous contract spread those steps over 35 years, and it would take 10 years to meet the midpoint of the salary for each grade level. The new steps cover 25 years, and it takes 5 years to meet the midpoint.
 - **For example:** Under the old contract, for 2025, an employee at grade 108 would start at Step 1 at \$22.22 an hour, and it would take until Step 9 to get to \$26.39 an hour—after 25 years. In the new contract, for 2026, an employee at grade 108 starts at Step 1 at \$23.33 an hour, and reaches \$26.36 at step 6, after 5 years of service.
 - **By the end of this contract, nearly all AFSCME employees will advance 1 or 2 steps in tenure.** The only employees not impacted by the change in tenure are those who were already at the top of the 35-year tenure scale (six employees).
- **On-call pay** increased from \$47 a day to \$55 a day.
- **Certifications.** All certifications at \$0.25 an hour were raised to \$0.40 an hour. Four new certifications were added.
- **Shift premiums.** The evening shift premium has been increased from \$0.75 per hour to \$1.00 per hour, and the swing shift premium has been increased from \$0.85 per hour to \$1.05 per hour.
- **Reimbursements.** The tool allowance has been increased from \$1,000 to \$1,500 and converted from a reimbursement to a stipend. The reimbursement for boots and clothing has also changed from reimbursement to a stipend.

Thank you for your consideration and your support of AFSCME employees.

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

EFFECTIVE: JANUARY 1, 2026

EXPIRATION DATE: DECEMBER 31, 2028

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WORK AGREEMENT

ARTICLE 1. Parties

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

ARTICLE 2. Period of Agreement

This Agreement shall take effect on January 1, 2026, and shall continue in full force and effect between the COB and the Union through December 31, 2028. However, if any portion of this Agreement is found to be invalid, the remainder will continue in effect and the parties may renegotiate the invalid portion. The parties agree to set mutually acceptable times in 2028, commencing no later than May 1, 2028, to negotiate a new agreement to take effect January 1, 2029. In the event that a new agreement is not reached upon expiration of this Agreement, then the terms and conditions of this Agreement shall remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and conditions of the Agreement shall not be extended for more than one year from the expiration of this Agreement.

ARTICLE 3. Purpose and General Conditions

This Agreement between the Union and COB is intended to outline as a goal certain relationships between Union and COB in their working relationship. It is understood that certain provisions involved, for example, the questions of wages and The City of Bloomington budget, are subject to the approval of the Bloomington Common Council and the Indiana State Board of Tax Commissioners. It is understood that the representatives of COB will make every good faith effort to implement the understandings in this Agreement, including presenting the wage provisions agreed to, to the Common Council, and where necessary requesting amendments to the Bloomington Municipal Code and other documents, but that the final authority on the above-mentioned matters lies elsewhere.

COB Human Resources shall provide the Union with updates to the Employee Handbook at least two weeks prior to implementation. The Union may review the updates and provide feedback. However, the Union may not overrule proposed changes to the Handbook.

This Agreement constitutes a three (3) year settlement of all issues for the calendar years 2026, 2027, and 2028, between the COB and the Union. It is understood and expressly agreed

by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

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

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

ARTICLE 4. Management Rights

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

- (A) Direct the work of its employees;
- (B) Establish policy;
- (C) Hire, promote, demote, transfer, assign and retain employees;
- (D) Suspend or discharge the employees in accordance with applicable law;
- (E) Maintain the efficiency of public operation;

- (F) Relieve its employees from duties because of lack of work or other legitimate reason;
- (G) Design and implement a comprehensive safety program for all employees; and,
- (H) Take actions necessary to carry out the mission of the public agency as provided by law.

ARTICLE 5. Employees' Rights

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

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

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

ARTICLE 6. Union Recognition

- (A) COB agrees to recognize Local 2487, AFSCME Council 962, AFL-CIO, as the exclusive bargaining agent for a unit consisting of the following: All employees except police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time, temporary or seasonal, and special employees.
- (B) COB retains the right to determine and designate which employees are police officers, firefighters, supervisory, professional, clerical, technical, confidential, part-time or special employees. Such determination and designation shall be in conformity with the definitions in Article 7 and any deviation shall be grounds for grievance.

ARTICLE 7. Definitions

- (A) "Bargain Collectively" shall mean the performance of the mutual obligation of the COB through its chief executive officer or their designee and the designees of the exclusive representative to meet at reasonable times, including meetings in advance of the budget-making process, and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

- (B) “City-wide seniority” is referenced only in articles 13, 14, and 16, and shall mean the status attained by length of continuous service in a Union-eligible position with the entire City.
- (C) “Clerical” means (1) any employee engaged primarily with the maintenance, production, transcription of books, documents, records, or any other paper or electronic data, forms, or records, for example: bookkeepers, clerks, administrative professionals, and coordinators; and (2) any employee engaged primarily as an intermediary between the public and other officials, for example: administrative assistants, customer service representatives, and communication operators.
- (D) “COB” means the City of Bloomington, including without limitation, any board, commission, council or other authority established by law or ordinance. "COB" also includes without limitation, the Utilities Department, the Parks Board, and any other agencies or institutional arrangements of the City of Bloomington.
- (E) “Confidential Employee” means an employee whose unrestricted access to confidential files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the employer and its employees would make their membership in an employee organization incompatible with their official duties.
- (F) “Employee” means any member of the Union, and shall include any individual whose work has ceased as a consequence of, or in connection with, any unfair labor practice or concerted employee action.
- (G) “Employees’ Organizations” means any organization of any kind which exists for the purpose of dealing with employees concerning grievances, labor disputes, wages, rates of pay, hours of employment or conditions of employment.
- (H) “Exclusive Representative” means the Union that is a party to this Agreement.
- (I) “Firefighter” means any person appointed to the Bloomington Fire Department by the Fire Merit Commission or the Board of Public Safety.
- (J) “Hours Worked” means all time an employee is required, suffered, or permitted to work for the employer's benefit.
- (K) “Job Description” means the definition provided in the COB Employee Handbook.
- (L) “Labor Dispute” includes any controversy concerning terms or conditions of employment, or concerning the association or representation of persons in

negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment.

- (M) “Person” includes one or more individuals, employees' organizations, employees, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy or receivers.
- (N) “Police Officer” means any person appointed to the Bloomington Police Department by the Board of Public Safety.
- (O) “Probationary period” means the period of employment as outlined in the Employee Handbook.
- (P) “Professional Employee” means any employee engaged in work (1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (2) involving the consistent exercise of discretion and judgment in their performance; (3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a fixed period of time; (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical work.
- (Q) “Registered Domestic Partner” shall have the meaning stated in the City of Bloomington Employee Handbook, including any future modifications of the Handbook.
- (R) “ Full-Time Employee” shall have the meaning stated in the City of Bloomington Employee Handbook, including any future modifications of the Handbook.
- (S) “Seniority” or “unit seniority” shall mean the status attained by length of continuous service within each specific seniority unit.
- (T) “Special Employee” means those employees who occupy job positions which may from time-to-time be created as a result of grants or supplemental assistance, grants-in-aid or other such purposes.
- (U) “Strike” means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, or in any concerted manner interfering with the operation of the COB as defined in Article 12 of this Agreement for any purpose.
- (V) “Supervisor” means any individual having authority, in the interest of the COB, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or

discipline other employees; or responsible to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. These are generally non-union positions.

- (W) “Technical” means any employee engaged in work requiring knowledge and training in a specialized complex procedure or operation as opposed to routine mental, manual, mechanical or physical work.
- (X) “Temporary Employee” shall have the meaning stated in the City of Bloomington Personnel Manual, including any future modifications of the Handbook.
- (Y) “Unfair Labor Practices”:
 - (1) It shall be an unfair practice for the COB to:
 - (a) Interfere with, restrain or coerce employees in the exercise of the rights guaranteed in Article 5 of this Agreement;
 - (b) Dominate, interfere with or assist in the formation or administration of any employees’ organization, or contribute financial or other support to it: Provided, that subject to rules and regulations made and published by the board pursuant to this Article an employer shall not be prohibited from permitting employees to confer during work hours without loss of time or pay;
 - (c) Discriminate in regard to hiring or condition of employment to encourage or discourage membership in any employees’ organization;
 - (d) Discharge or otherwise discriminate against an employee because they have filed a complaint, affidavit, petition or given any information or testimony under this Agreement;
 - (e) Refuse to bargain collectively in good faith with an exclusive representative recognized under the circumstances of this Agreement; or
 - (f) Fail or refuse to comply with any provision of this Agreement.
 - (2) It shall be an unfair labor practice for the Union or its agents to:
 - (a) Restrain or coerce employees in the exercise of the rights guaranteed in Article 5;
 - (b) Restrain or coerce COB in the selection of its representative for the purpose of collective bargaining or the adjustment of grievances;
 - (c) Cause or attempt to cause COB to discriminate against an employee in violation of Article 17;

- (d) Refuse to bargain collectively in good faith with COB, if the employees' organization is the exclusive representative; or
 - (e) Fail or refuse to comply with any provision of this section.
- (Z) “Working Days” (or “work days”) any day on which an employee has a scheduled shift.

ARTICLE 8. Union Membership and Dues

Upon becoming eligible for Union membership, which shall be after the employee’s probationary period ends, employees in the Union shall decide whether or not they wish Union membership. Such decisions will be voluntary and will not be a condition of employment with the COB. The parties agree that no coercion will be applied in an attempt to force an employee to join or not to join the Union against the employee's will.

- (A) Upon receipt of voluntary, written, reasonably current, signed authorizations from employees in such form as complies with the laws of Indiana, who are covered by the Agreement between the COB and Union and are members of Union, COB shall deduct from the biweekly earnings of each of said employees an amount representing their regular biweekly Union dues for the preceding two-week period, as specified by Union, and shall remit such monies, together with appropriate records, to a designated Union official. Any such authorization may be revoked by the employee giving written notice to COB. The COB shall notify the President of Local 2487, AFSCME, at such time that an employee revokes any authorization to deduct dues from their payroll check. This notice shall be timely and shall not exceed five (5) calendar days.
- (B) COB shall not be liable to Union for failure to make deductions for dues. In the event of any overcharge already remitted to Union, it shall be the responsibility of Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the COB shall make a correction during the next succeeding pay period or periods.
- (C) Union employees who are on unpaid leave status shall make arrangements with Union representatives to directly pay Union dues. This may be in the form of written authorization to deduct dues owed upon the Union employee’s return to paid work status, if a voluntary written authorization has been executed by the employee. Any such authorization may be revoked by the employee giving written notice to COB. COB is not responsible for requesting such written authorization or retroactively collecting Union dues. Union leadership responsible for collecting or managing dues is responsible for providing requesting employees with the authorization form.

Union will indemnify COB and hold it harmless from any or all claims or liabilities which may arise under this Article.

ARTICLE 9. Union Organization

- (A) For the efficient administration of both COB and Union business, the parties mutually acknowledge the importance of selecting shop stewards. Therefore, no later than February 1, 2026, the Union shall make best efforts to select one (1) shop steward in each work unit as follows:

- (1) Utilities Operations
- (2) Utilities Meter Services and Transmission and Distribution
- (3) Utilities Purchasing and Supply
- (4) Utilities Environmental
- (5) Street Department and Fleet Maintenance
- (6) Sanitation Department
- (7) Animal Shelter and Facilities
- (8) Parks and Recreation

The Union shall provide said list to the relevant department directors and Human Resources. In the event of a shop steward vacancy in one of the work units, the Union shall make best efforts to select a replacement shop steward within one month of said vacancy and shall notify the relevant department head or division manager and HR each time it appoints a shop steward. If a shop steward for a unit is currently vacant or unavailable and Union representation is required to address an issue, COB may seek a shop steward from another unit.

In addition, the Union may elect or appoint two (2) Chief Stewards from among the eight (8) shop stewards. Where an employee's shop steward is not available, or where there is no shop steward in the employee's work unit, the employee may choose to be represented by a Chief Steward at any stage of the grievance procedure provided for by Articles 10 and 11 of this Agreement. The Union shall furnish the COB a list of stewards' names and their assigned work units, including the Chief Stewards, and shall keep the list current at all times.

- (B) Except when the employee waives in writing Union representation, the employee's selected Union representative may, at the employee's discretion, represent the employee in any grievance proceedings or disciplinary action in conformance with the conditions set out in Article 10.
- (C) Union officials may be excused with no loss of pay to conduct Union business if the matter pending is one that necessitates immediate action, and if their supervisor gives their permission. Such permission will not be unreasonably withheld. Time spent on Union business under this Section shall be subject to the following:
- (1) COB shall pay Union representatives their regular pay for attending meetings called by Union representatives that take place during regular

working hours between representatives of COB and said Union representatives up to a maximum of four (4) hours per month per Union representative.

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

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

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

- (2) Authorized representatives of the Union shall be paid for work on Union business up to a maximum of forty (40) hours per month for all such representatives, provided:
 - (a) No Union representative shall leave their work station unless authorized to do so by their supervisor, who shall be given twenty-four (24) hours advance notice of the Union representative's request.
 - (b) Said twenty-four (24) hours advance notice may be waived in the event of an emergency by mutual agreement of the Union representative and the Union representative's supervisor.
 - (c) The Union shall use the appropriate time code to track union business pursuant to this section at the conclusion of each month. Authorized representatives of the Union shall not exceed 40 hours in one month pursuant to this section, unless authorized by the department head and the Director of Human Resources.
- (3) During each quarter of each year, thirty-two (32) hours of Union business time may be used to attend educational seminars. A copy of the brochure or training agenda must be given to the employee's supervisor at least two (2) weeks in advance of the training, and the time must be approved by the department head. The thirty-two (32) hours each quarter of educational seminar time shall not be included in the hours that are provided in Section C (2) of this Article.

- (D) Employee Union members designated as negotiators may take part in formal negotiations with COB, but only at scheduled meetings agreed upon by the COB. Said employee negotiators shall not exceed five (5) in number at any one meeting. The total number of negotiators on behalf of the Union shall not exceed six (6) in number at any one meeting, no more than three (3) of whom shall be persons who are not employee Union members. Employee Union members designated as negotiators shall be paid their regular rate of pay by COB only to the extent that such scheduled meetings are held during the employee's regularly scheduled hours of work.
- (E) Non-employee union representatives shall have access to work areas to meet with employees with notice to and consent from the employee's supervisor; such access shall not be unreasonably denied.
- (F) Union shall have access to bulletin boards within normal work areas of covered employees for the purpose of posting Union notices. Neither party shall remove the other party's notices except by mutual consent.
- (G) Union officials shall not be harassed for holding any office or participating in any Union business as set forth in this contract. Employees shall not be harassed for refusing to participate in Union business or for any activities affecting the Union. Nothing in this section shall be construed to limit or expand any provisions relating to the conduct of Union business during working hours. Adherence to such provisions by either party shall not constitute harassment.
- (H) Collective bargaining between the parties shall commence no later than May 1st of the year in which this Agreement expires, unless another date is mutually agreed upon by both parties.

ARTICLE 10. Grievance Procedure

- (A) A grievance is any dispute, controversy or difference of opinion between either (1) the parties or (2) the COB and an employee or employees in the Union, concerning the meaning, interpretation or application of this Agreement. The procedures set forth herein shall be the sole and exclusive forum for the adjustment of disputes and differences arising under this Agreement.
- (B) Grievances may be initiated by an employee (or group of employees) in the Union.
- (C) Any grievance not initiated or appealed to the next step within the time limits specified will be considered settled on the basis of the last answer by the COB. Time limits may be extended by mutual agreement of the parties.

- (D) An employee presenting a grievance shall be represented by a Union representative unless they waive in writing such representation. If the employee waives union representation, the employee may process their own grievance through the third step of the procedure; however, any settlement must be consistent with the Agreement and the Union shall be apprised in writing of the terms of the settlement. An employee choosing not to be represented by the Union shall not have the right to bring their grievance to arbitration without Union sanction.
- (E) In no case shall there be a strike by any employee or group of employees as defined in Article 7 over a grievable matter, either before a grievance is filed, while it is pending, or following its final settlement. Any such work stoppage shall be cause for immediate discharge as provided for and limited by Article 11.
- (F) COB shall make best efforts to schedule hearings and conferences under this procedure at mutually agreeable times. However, if the parties have difficulty selecting a suitable time, the COB may unilaterally select a time. If such times are during the employee's and/or Union representative's normal working hours, they shall be compensated for the time spent by the COB according to their normal rate of pay, subject to the limitations contained in Article 9. If the times set are outside the normal working hours of the employee and/or Union representative, they shall not be compensated by the COB.
- (G) Any disputes not arising out of an employee issue, including but not limited to matters of interpretation of this Agreement, shall be presented in writing to the other side. The parties shall meet within fourteen (14) calendar days of the date the written materials are submitted at a mutually agreeable time. If the parties are unable to reach an agreement, they may enter nonbinding arbitration pursuant to paragraph (H)(3).
- (H) Grievances will be processed in the following manner and within the stated time limits, except that grievances over certain discipline or discharge may be grieved under Section I of this Article. The grievance procedure will generally follow the three stages outlined herein. Union employees may have a shop steward or authorized representative, per Article 9, at any such step or meeting throughout the grievance procedure. It is the responsibility of the shop steward to evaluate the merits of the grievance, to apprise the employee of their evaluation, and to discourage the filing of grievances which lack merit according to Section A of this Article prior to the submission of such grievance.
 - (1) Whenever an employee feels they have been unfairly treated, they should:

STAGE 1: Submit a written grievance to their immediate supervisor and/or department head within fourteen (14) calendar days of the alleged unfair treatment or the grievance will be considered waived. The supervisor and/or department head may meet with the employee and shop

steward in an attempt to come to an agreement on a fair and appropriate adjustment of the grievance within fourteen (14) calendar days of receiving the grievance (unless an extension is requested and approved) . If no agreement can be reached, the department head or department head's designee will give a written answer within fourteen (14) calendar days of the presentation, not including the day of presentation. If, within said fourteen (14) calendar days of the presentation, the department head or department head's designee has failed to either respond to the grievance or request an extension of time, the Union may consider the grievance denied and may appeal the grievance to the Director of Human Resources in accordance with Stage 2 of this Article 10(H)(1).

STAGE 2: If a grievance is not settled within Stage 1, the employee may submit a written appeal to the Human Resources Director with one (1) copy to the department head and one (1) copy retained by the employee. The Stage 2 grievance shall set out the initial facts alleged, the specific violation of the contract alleged, the parties involved, the department head's answer at Stage 1, the grievant's response to Stage 1, and any other information deemed pertinent, and shall be signed by a Union representative unless Union representation has been waived. The Stage 2 Grievance shall be filed within fourteen (14) calendar days of receipt of the reply from the employee's supervisor, not including the date upon which the decision was made. Upon receipt of the grievance, the Human Resources Director or their designee shall conduct such meetings with the employee, department head, and other parties as are necessary to determine the facts regarding the grievance and shall attempt to reply within fourteen (14) calendar days, unless they determine an extension of time is required to further investigate the grievance. Human Resources shall inform the employee as to whether the decision stands, is modified, or is rescinded. If, within said fourteen (14) calendar days of receipt of the written appeal, the Human Resources Director or their designee has failed to either respond to the grievance appeal or request an extension of time, the Union may consider the grievance denied and may appeal the grievance to the Mayor in accordance with Stage 3 of this Article 10(H)(1).

STAGE 3: If the grievance is not settled in Stage 2, it may be appealed to the Mayor or their designees within fourteen (14) calendar days of receipt of the reply from Human Resources, not including the day the response was made. The Mayor or their designees may conduct an investigation and shall attempt to issue a final decision within fourteen (14) calendar days, unless the Mayor or their designee notifies the Union that an extension is required. The grievance shall be denied if the Mayor or Mayor's designees fail to answer or notify the Union of an extension within fourteen (14) calendar days.

NOTE: Failure of the employee to submit their appeal within the time limits specified will result in the COB considering the matter closed.

When a grievance results in the revocation of a written warning, that written warning will be removed from the employee's personnel record. The twelve (12) month period for determining the progressive step of discipline that is being grieved will also revert to the date of the previous, if any, written warning.

- (2) At any stage of the grievance procedure, nothing precludes the Union, employee, and Administration from requesting a meeting in an attempt to resolve the grievance.
- (3) If the grievance is not settled in Stage 3, nonbinding arbitration may be requested by the Union. Such request shall be made in writing to the Director of Human Resources within fourteen (14) calendar days of the Stage 3 response, not including the day the response was made. The American Arbitration Association (hereinafter "AAA") shall then be requested by joint submission of the parties to submit to each party simultaneously an identical list of names of Arbitrators. The request shall be submitted to AAA within sixty (60) calendar days. Each party shall pay one-half (1/2) the filing fee required by the AAA. Each party shall have ten (10) calendar days from the mailing date in which to cross off any names to which it objects, number the remaining names to indicate order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual acceptance, the AAA shall invite the acceptance of an arbitrator to serve.

The arbitrator shall have the power and duty to:

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

The arbitrator shall have no authority to delete from, add to, nullify, or modify any provision of this Work Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing by COB and the Union, and shall have no authority to decide any issue not submitted to him/her. The arbitrator shall be without power to make any decision contrary to or inconsistent with, or modifying or varying in any way, the application of laws or rules and regulations having the force and effect of law. The arbitrator shall have no authority to make any decision affecting classification of employees, existing wage rates, the

structure of the pay plan, or matters related to the COB's group insurance plan. The arbitrator shall make no decision which would order the COB to perform an action which is ultra vires or which is inconsistent with the law. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs may be accepted by the arbitrator at their discretion. The arbitrator shall issue an award and opinion within thirty (30) calendar days of the close of the arbitration hearing or the date briefs are mailed to the arbitrator or to the AAA, whichever is later. The decision rendered by the arbitrator shall be delivered to and be advisory upon the parties to this Agreement, except as otherwise provided herein. The COB agrees to give due notice to all such advisory awards. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by AAA.

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

- (a) Conditional or unconditional reinstatement to the position which the grievant held at the time of discharge, with or without loss of seniority; and/or
 - (b) Damages in the form of back pay, at the wage rate earned by the employee prior to discharge, not to exceed the amount the employee would have earned to the date of the award but for the discharge, less any and all amounts earned by the employee during the period in question, including but not limited to wages and unemployment benefits.
- (4) Upon express mutual agreement of the parties, in lieu of the above-outlined arbitration procedure, the parties may elect to proceed under the Streamlined Arbitration Rules of the AAA, an Alternative Resolution Program, or through mediation. The cost and expense of any such arbitration shall be borne by the unsuccessful party, except that the unsuccessful party shall not be required to reimburse the successful party for its share of the initial filing fee charged by the AAA.
- (I) An employee or group of employees who has been subject to discipline resulting in suspension in excess of two (2) working days or discharge who chooses to grieve such action may do so through an expedited procedure. The time limits set

up in section G of this Article for filing grievances will be applicable to this section:

- (1) The grievance is filed directly to the third stage of the grievance procedure. The grievance will be written and set out, the facts alleged, the specific violation of the contract alleged, the parties involved, and any other information deemed pertinent, and will be signed by the Union President or their designee, unless Union representation is explicitly waived. The Mayor or Mayor's designees shall reply within fourteen (14) calendar days of presentation. The Mayor or Mayor's designees shall confer with those management and Union officials they deem appropriate before making a determination.
 - (2) If the grievance is not settled at Stage 3, arbitration may be requested by the Union in the same manner as in Section H, part 3. Formal transcripts of the hearing may be requested by either party. If only one party requests the transcript, that party shall be responsible for paying all costs associated with the transcript. If both parties request the transcript, all costs associated with the transcript shall be divided equally between the parties. Briefs will be accepted by the arbitrator at their discretion. The Arbitrator will issue an award only without an opinion, within fourteen (14) calendar days of the close of the arbitration hearing or within fourteen (14) calendar days of receipt of briefs, if briefs are filed. Under this Agreement an award without an opinion shall consist of a summary statement by the arbitrator of no more than two (2) pages which briefly sets forth the basis of the award. An opinion shall follow within thirty (30) calendar days.
- (J) If at any time during the course of the grievance an employee chooses another forum including but not limited to the Equal Employment Opportunity Commission, Indiana Civil Rights Commission or the Courts, then the grievance procedure in this Agreement shall be halted.

ARTICLE 11. Discipline and Discharge

- (A) No employee covered by this Work Agreement shall be subject to discipline or discharge except for just cause, provided however, that this Article in no way limits the COB's authority to suspend employees for disciplinary reasons or to lay off employees in conformity with Article 14. COB shall refrain from disciplining employees in front of the public except in circumstances where it is necessary to correct an employee immediately in order to ensure efficient operations, protect the safety or welfare of employees or the public, or prevent damage to COB's property, equipment or facilities.
- (B) "Just Cause" shall include, but not be limited to violations of work rules, regulations, or policies regularly established and enforced by the COB. "Just Cause" shall also include, but not be limited to, any action which, while not a

violation of regularly established rule, regulation, or policy, is so deleterious to efficient COB operations or to the public interest that discipline or discharge could reasonably be expected to result.

- (C) While discipline will normally be progressive in nature, the COB shall maintain the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation. Disciplinary action shall be initiated within ten (10) calendar days of the incident or COB's knowledge thereof, unless the COB determines an investigation of a longer duration is necessary. Disciplinary actions shall be supported by timely and accurate investigations. The COB shall notify the employee in writing and such notice shall include notice of their right to appeal the action through the grievance procedure.
- (D) No member shall receive discipline without Union representation unless the member waives their right to representation in writing.
- (E) Should the Union fail to object in writing to any discharge, discipline, or letter of warning within fourteen (14) calendar days, it will be presumed that Union assented to such action, and such discharge, discipline or letter of warning shall not be subject to grievance. Further, should such discharge, discipline, or letters of warning be at issue in subsequent proceedings, Union will be estopped to deny their validity; provided, this provision for estoppel shall not apply where such subsequent proceedings involve non-frivolous allegations of a pattern or practice of:
 - (1) Harassment on the basis of Union activity, as defined in Article 9(G), or
 - (2) Discrimination, as defined in Article 17.
- (F) If an employee's late arrival for regularly scheduled (non-overtime) hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB may take appropriate disciplinary action including but not limited to removing the late employee's name from overtime rotation for the next overtime opportunity for which the employee would otherwise have been eligible.

If an employee's late arrival for scheduled overtime hours of work shall cause the COB to be required to compensate a replacement employee on an overtime basis, the COB reserves the right to send the late employee home without compensation as deemed appropriate by the COB, in addition to any other appropriate disciplinary action.
- (G) Disciplinary action shall not be based on material of which the affected employee has not been made aware.

ARTICLE 12. Work Stoppages

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

ARTICLE 13. Seniority

- (A) Seniority shall not begin nor become effective during the initial probationary period. Each new employee of the COB shall be considered in a probationary status during the first one hundred twenty (120) calendar days of their employment. The probationary period may be extended in individual circumstances by mutual consent of the affected employee and COB.
- (B) Employees shall lose their seniority for the following reasons:
 - (1) Discharge if not reversed by COB;
 - (2) Resignation or Resignation in lieu of termination;
 - (3) Unexcused failure to return to work within two (2) weeks of notification by certified mail when recalled from layoff;
 - (4) Failure to return to work after expiration of a formal leave of absence, without notification to the COB;
 - (5) Retirement; and/or
 - (6) Layoff for a continuous period of twenty-four (24) months.
- (C) The COB Human Resources department shall work with supervisors and department heads to maintain updated copies of City-wide seniority rosters. COB supervisors and department heads shall maintain updated seniority rosters within each seniority unit. The seniority units shall be as follows:
 - (1) Utilities Operations
 - (2) Utilities Meter Services and Transmission and Distribution
 - (3) Utilities Purchasing and Supply
 - (4) Utilities Environmental
 - (5) Street Department
 - (6) Fleet Maintenance
 - (7) Sanitation Department
 - (8) Animal Shelter
 - (9) Facilities
 - (10) Parks and Recreation.

The COB supervisors and department heads will provide the Union a copy of the current seniority roster for each unit biannually and upon request; said list will include employee classification and rate of pay.

- (D) Seniority shall apply to shift assignments, holiday shift, overtime, paid time off, layoff, recall, involuntary transfers, and promotions, as expressly provided elsewhere in this agreement.
- (E) Seniority shall apply only within each employee's seniority unit, except where City-wide seniority is expressly recognized in Articles 14 and 16 of this Agreement.
- (F) An employee who has been promoted to a supervisory position, and any employee so promoted in the future, shall not forfeit any of their seniority in their regular unit and shall retain their seniority in that unit should they return to it within thirty (30) calendar days. During the period in which the employee holds a supervisory position, however, seniority shall be considered "frozen" at the date of promotion, and shall not continue to accrue. If the employee is returned for any reason to the original seniority unit following the expiration of a thirty (30) calendar day transfer period, such return is to be effected in a manner which will not disrupt the current organizational seniority structure of the concerned unit.
- (G) If an employee transfers to a job, and their supervisor finds good cause for the employee's inability to perform the duties of the new position, within seven (7) calendar days of the transfer, the employee shall be entitled to return to their original job without loss of seniority if the position has not yet been filled.

ARTICLE 14. Layoffs and Recall

- (A) Layoff shall mean the separation of employees from the active workforce due to lack of work or funds or to abolition of positions because of changes in organization or any other reason within the discretionary powers of the COB.
- (B) Order of layoff: Layoff shall be accomplished, in the position(s) being eliminated, according to unit seniority. Layoff shall be accomplished in each position as follows:
 - (1) Seasonal and part-time employees shall be laid off first, then
 - (2) Probationary employees, then
 - (3) Full-time employees according to seniority.
- (C) In the event of layoffs, COB shall notify the Union and the employees to be laid off with as much notice as possible and no less than two (2) weeks in advance of the date on which the layoffs are to take effect.

An employee notified of their layoff may within five (5) calendar days of such notification request another position in lieu of layoff. If there exists within the employee's seniority unit a job classification other than the one the employee presently holds having duties for which the employee has the knowledge, skills, abilities, and required certifications to perform the work, and in which there are other employees with less seniority, then the affected employee shall be entitled to employment in that classification. The employee displaced and laid off in that classification shall be the one with the least seniority.

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

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

- (A) COB retains the right to schedule shifts and time off so as to promote maximum efficiency.
- (B) When there is a vacancy in a shift, employees in the same job classification in other shifts shall be given the opportunity to fill the vacancy according to seniority.

- (C) Benefit time shall be scheduled and approved by the department head in accordance with the needs of the department. The department head shall make every effort to respect the benefit time requests of their employees consistent with the needs of the department. The employee shall notify their department head or supervisor at least two (2) weeks in advance of the date they would like to use benefit time exceeding sixteen (16) hours and at least twenty four (24) hours in advance of the date they would like to take benefit time for up to sixteen (16) hours . When there is a conflict between employees, seniority shall prevail only for requests made before February 1, after which approved benefit time off is scheduled on a first-come-first-served basis. Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different benefit time scheduling procedure where both COB and Union consent. COB shall, when practical, respond to employee's request for benefit time within three (3) working days of the request.
- (D) COB retains its right to make temporary assignments of employees outside their job classifications and/or outside their seniority units so that work is performed by the employee with the skill, ability and experience to do the work. No employee shall be required to accept such temporary assignment if they do not have the skill, ability or experience to perform the work.

ARTICLE 16. Vacancies

- (A) The COB shall determine the skills, experience and abilities necessary to perform the work of any vacancy to be filled. COB reserves the right to fill all vacancies with the applicant whose skill, experience, and ability best qualify him or her to perform the work of the vacancy. In filling vacancies, COB shall give preference to applicants who are current City employees and whose knowledge, skills, experience, abilities, and personal qualifications are at least equal to those of the best qualified applicant.
- (B) Notwithstanding any other provisions of this Agreement, when hiring an external candidate for employment, COB may use current Human Resources Department standards to start the external hire at a higher longevity step on the pay scale in Exhibit A after successful completion of the employee's probationary period so that the external hire's starting pay is commensurate with their skills and experience. However, for all other seniority purposes, including but not limited to PTO accumulation, shift assignments, overtime preference, layoff preference, and probationary periods, external hires shall be treated as new COB employees.
- (C) When not in conflict with Section (A) of this Article, the COB shall give preference to employees first according to unit seniority; then, if the vacancy is not filled by unit seniority, COB shall give preference to employees according to City-wide seniority.

- (D) COB hereby recognizes its responsibility to encourage employees to acquire the skills necessary to qualify for positions of advancement within their seniority unit, and agrees to help employees to gain exposure to more advanced positions within the seniority unit, where such accommodation does not disrupt the ability of the COB to effectively and efficiently fulfill its duty to the public.
- (E) When there is a vacancy in a job classification covered by this Agreement, COB shall post a notice to that effect City-wide for at least seven (7) calendar days. Such posting shall be done in each work unit, City Hall, and the Service Center. In addition, COB shall provide a copy of said notice to the Union Executive Board. In the event COB fails to provide such notice to the Union Executive Board as outlined above, COB shall not fill vacancy for an additional seven (7) calendar days, and any employee in a unit where the union representative did not receive said notice may apply for the vacancy in question during the additional seven (7) calendar days.
- (F) COB hereby agrees to provide notice of all job vacancies not covered by this Agreement by posting a notice in each work unit, City Hall, and the Service Center, and by sending a copy of said notice to the Union Executive Board. This provision shall not be construed to require COB to hold such vacancies open for any determinate period of time or in any other manner to restrict COB's right to fill such vacancies at its discretion.
- (G) An employee may request employment in a vacancy in a job classification by applying in Human Resources.
- (H) COB shall not be required to grant an employee's request for transfer to a different position in the same pay grade as the employee's position, or in a lower pay grade, if the employee has been employed by COB for less than six (6) months. After an employee has requested and received a transfer into a position in the same pay grade as their prior position, or in a lower pay grade, the COB shall not be required to grant that employee another such transfer for six (6) months.

ARTICLE 17. Non-Discrimination

The parties hereto shall adhere to the Non-Discrimination and Equal Employment policies outlined in the Employee Handbook at all times, as well as all applicable laws and regulations.

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

- (A) The payroll week shall be the calendar week beginning at 12:00 a.m. Monday and ending at 11:59 p.m. the following Sunday. The payroll day shall begin at 12:00 a.m. and end at 11:59 p.m. The payroll period shall consist of two (2) consecutive payroll weeks.

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

calendar year, the employee shall be paid for the accrued hours at their regular rate of pay.

- (H) An employee who is temporarily assigned to perform the duties of a job classification in a pay grade above the employee's normal pay grade shall be compensated at the rate in effect for the higher pay grade as follows:
 - (1) If the assignment exceeds two (2) consecutively scheduled work days, the employee shall be paid the higher rate for all consecutive days worked in the higher classification, including the first two (2) consecutive days; or
 - (2) If the assignment exceeds thirty-two (32) hours in a payroll period, the employee shall be paid the higher rate for all hours worked in the higher classification during the payroll period.
 - (3) If the assignment exceeds a six (6) month period, in a vacated position, that position shall be deemed necessary for a full-time position and shall be posted for all eligible employees as discussed herein. For purposes of this subsection, "vacated" shall not mean positions temporarily filled for a period of greater than six (6) months if for purposes of Workers' Compensation laws or similar situations.
- (I) For pay purposes, time will be kept in accordance with the Employee Handbook (currently, section 5.01.03).
- (J) All employees will be paid on alternate Fridays for the pay period that ended the previous Sunday.
- (K) In order to be paid for any period not actually worked, the employee must notify their supervisor as soon as reasonably possible of their inability to report for work. Except in circumstances where it is impossible to do so, such notice shall be before commencement of the employee's work day. In the event that the employee could reasonably have provided notice as required above, then the COB may refuse to pay the employee for the hours not worked. In the event that the employee's supervisor is not available then notification to the next senior supervisor and department head shall be deemed notification to the COB. However, if an employee has notified someone other than their supervisor for two (2) consecutive days, the employee must make every reasonable effort to speak with the supervisor prior to a third consecutive absence.
- (L) Nothing in this Article, or in any other provision or agreement between the parties, shall prohibit the COB from establishing regular and normal work schedules in excess of or less than eight (8) hours per day, but not to exceed forty (40) hours per work week without the payment of overtime, shift or other premium pay as provided elsewhere in this Article and Agreement when the hours worked are not part of such a regular and normal work schedule.

- (M) Employees working on the evening or night shift shall receive a one dollar (\$1.00) per hour shift premium. Employees working on a swing shift shall receive a one dollar and five cent (\$1.05) per hour shift premium.
- (N) For purposes of this Article, evening or night shift premium shall apply to employees whose regular shift is scheduled to begin between 4:00 p.m. and 3:00 a.m. For purposes of this Article swing shift premium shall apply to any payroll period in which the regularly scheduled shift is scheduled to begin at least four (4) hours later or earlier than the regularly scheduled shift in the immediately preceding payroll period. This Article shall not apply to Sanitation employees or to employees who are “called out” for emergencies. The intent of this paragraph is to specify, but not to change the present practice with respect to evening, night and swing shift premiums.
 - (1) It is understood that employees have an obligation to perform assigned overtime work, unless excused by the COB.
 - (2) Where overtime work is required to complete a specific assigned job at the end of a regular scheduled shift, the employees assigned to that job will be required to work overtime unless excused by COB for a just reason, including but not limited to personal illness or previously scheduled appointment which cannot reasonably be postponed. Where the employees on the job are excused, the overtime will then be offered to other employees in the required job classification(s) in accordance with paragraph (3) of this Article 18(K).
 - (3) All overtime work not assigned under Section (2) will be assigned in accordance with this Section. Where overtime is available, attempts will be made to divide it equally among all employees in the appropriate job classifications, subject to the COB’s right and duty to maintain efficient operations. All employees shall provide COB with a current telephone number at which they may be reached. COB shall not be obligated to attempt to contact any employee who does not maintain a current telephone number on file with the COB.
 - (a) On January 1st of each year, an overtime list shall be prepared in each seniority unit. All employees will be listed, by job classification, in order of seniority.
 - (b) The employee with the most seniority in the required job classification will be offered the overtime first. If the employee accepts or declines the overtime, their name will be placed at the bottom of the list and will not be considered again for overtime until such time as all other employees within the classification have been offered overtime. Provided, however, COB will not be

required to offer overtime to an employee who used sick bank time or unscheduled PTO during the last four hours of the regular work shift preceding the overtime for a period of eight (8) hours.

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

- (7) COB reserves the right to institute an on-call system for assignment of overtime in any work unit. In the event such a system is implemented, it may supersede any and all provisions in this Article with respect to that unit. COB agrees to provide notice to the Union Executive Board of any changes made to the on-call system for assignment of overtime in any work unit.
- (8) Nothing in this Article shall preclude an individual work unit from establishing or maintaining a different overtime allocation procedure where both City and union consent.

ARTICLE 19. Paid Time Off and Sick Bank

(A) Amount of Paid Time Off (PTO)

- (1) Accrual of paid time off: credited paid time off shall be credited upon successful completion of the probationary period and thereafter at the beginning of the calendar year in accordance with the Employee Handbook. Additional paid time off shall be earned at the rate of four (4) hours per bi-weekly pay period worked as indicated in the Employee Handbook. This earned paid time off shall be credited at the end of the payroll period in which it is earned and shall not exceed one hundred and four (104) hours per year.
- (2) Probationary Employees: During the probation period, as defined in Article 13, Section A of this Agreement, employees may use only their earned paid time off after it is earned.

(B) Scheduling and Notification for PTO and Sick Bank

- (1) General: Paid time off shall be scheduled and approved by the supervisor in accordance with the needs of the department. The supervisor shall make every effort to respect the paid time off requests of their employees consistent with the needs of the department. Scheduling of PTO may be subject to Family and Medical Leave Policy.
- (2) Minimum Usage: Except where a different policy applies to a department or division, the minimum amount of paid time off taken at any one time shall be no less than thirty (30) minutes, but additional time after the first thirty (30) minutes on any occasion may be used in increments of fifteen (15) minutes. Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding minimum amounts and increments of usage. Such policy may be department-wide or may apply only to one or more divisions of the department. Such policies may not require a minimum

usage of more than two hours; must be in writing; and should be distributed to each employee and posted in the workplace. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA.

- (3) Notification: Except where a different policy applies to a department or division, the employee shall notify their supervisor as follows: 1) at least two (2) weeks in advance of the date that they would like to begin taking paid time off of more than sixteen (16) hours, and 2) absences of sixteen (16) hours or less must be scheduled at least twenty-four (24) hours in advance, unless due to illness or emergency for which twenty-four (24) hour notification is not possible, in which case, notification must still be made before commencement of each work day. Use of PTO or sick bank with less than twenty-four (24) hours notice is referred to herein as unscheduled PTO/sick bank (see Section C(3) of this Article for situations in which proof of illness or emergency may be required). Each department head may, with approval of the Mayor upon recommendation of the Director of Human Resources, establish a different policy regarding how far in advance PTO must be requested. Such policy may be department-wide or may apply to one or more divisions of the department; must be in writing; and should be distributed to each employee and posted in the workplace. Even in the case of illness or emergency that prevents the employee from meeting the minimum notification above, employees shall generally not be paid for any absence unless they notify their supervisor before commencement of each workday.

(C) Use of Paid Time Off and Sick Bank

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

- (1) Giving as much notice as possible in advance of using time off. It is emphasized that the minimum notification requirements contained in this policy are only a minimum and that employees are expected to give more notice when they are able to.
- (2) Taking all necessary and possible steps to ensure that their responsibilities can be covered during an absence. For example, an employee who must

miss work on short notice due to an emergency, and who has important events or deadlines occurring on that day, is expected to convey to the appropriate colleague the information necessary to allow other employees to handle the situation with minimum inconvenience to the COB or others.

- (3) Avoiding the use of PTO at times when the employee's absence will be particularly detrimental to the COB, even if notification requirements are met. Using PTO in any manner that is detrimental to efficient COB operations will be considered a breach of the employee's duty to the COB and will be subject to disciplinary action. In addition, supervisors shall have the right to require proof of illness or emergency AND TO DENY PAY AND/OR TAKE OTHER DISCIPLINARY ACTION IF PROOF IS NOT PROVIDED in the following situations:
 - (a) Where an employee uses unscheduled PTO/sick bank in any amount on a day when the employee's absence is particularly detrimental to the COB;
 - (b) Where an employee seeks to use unscheduled PTO/sick bank more than six (6) times in any twelve (12) month calendar period;
 - (c) Where an employee's pattern of usage suggests a breach of their duty to use PTO/sick bank responsibly in accordance with this policy. A pattern of PTO/sick bank use that suggests possible abuse includes, but is not limited to, recurring unscheduled use of PTO/sick bank on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or compensatory days off. Any combination of the above may constitute a pattern of abuse of PTO/sick bank;
 - (d) Where an employee uses unscheduled PTO/sick bank on the last scheduled workday immediately preceding a holiday or the first scheduled workday immediately following a holiday unless the employee presents a statement from a licensed health care provider;
 - (e) Exceeding accumulated PTO.
- (4) No allowance will be made for sick bank use during scheduled paid time off. PTO may not be used to make up for time lost due to tardiness. Employees may not take PTO or sick bank in advance of it being credited or accrued or exceed the maximum amount available. Employees who are on unpaid leave of absence or on layoff will not earn PTO. Notification to the supervisor or other acceptable notification set forth by individual departments shall be deemed proper notification.

(D) Holidays During PTO

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

(E) Carry-over and Banking of PTO

Paid Time Off credited and earned during the year and remaining at the end of a year may be carried over into the next year or will be placed into the sick bank if the amount of the hours remaining exceeds the maximum amount of Paid Time Off credited and earned during the year. Notwithstanding the automatic carryover and transfer requirements, employees may also transfer additional PTO to their Sick Bank without limitation. Time accumulated in the sick bank is carried over indefinitely. There is no maximum number of hours that may be placed in the sick bank per year.

(F) Use of Sick Bank

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

- (1) As provided for Family and Medical Leave, and shall be subject to the notification and certification requirements of that section.
- (2) Absences necessitated by a family emergency or the serious illness of an employee's parent, child, spouse, grandparents, grandchildren, or step equivalents, registered domestic partner, or the parent or child of a registered domestic partner may be approved, providing that the total does not exceed forty (40) hours per year. These forty (40) hours shall be chargeable to the Sick Bank. Extensions of this policy may be allowed at the discretion of the department head where extraordinary circumstances warrant such action but shall not exceed a total of forty (40) additional hours per year. The department head shall send the appropriate documentation to the Director of Human Resources. This provision is intended to cover short term, unexpected absences and is not intended to replace the Family and Medical Leave Policy.

- (3) Sick Bank time may be used only in increments equivalent to half or full work days, except that employees may use up to two of their accrued Sick Bank days per year in increments of two (2) hour duration for doctor appointments or a medical illness. Provided, however, these minimums shall not apply to intermittent and reduced leave schedules under FMLA and the COB's policy implementing that law, if and to the extent imposition of such minimums would violate the FMLA. Such absences must be approved in advance by the employee's supervisor and documented as such on the employee's service record. Notification to the supervisor or other acceptable notification set forth by individual departments shall be deemed proper notification.

(G) Absenteeism and Abuse of Sick Bank Days

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

- (1) Use of the Sick Bank for reasons other than illness or injury, except as expressly permitted by these Policies and Procedures.
- (2) Pattern of sick leave use that suggests possible abuse. This includes recurring use of Sick Bank days on Fridays or Mondays, days before or after City holidays, or days before or after scheduled paid time off or compensatory days off. This also includes repeated use of Sick Bank days on days which the employee reasonably should know to be important to the department by reason of workload, deadlines, or other causes rendering absences particularly deleterious to the department. Any combination of the above may constitute a pattern of abuse of sick leave.
- (3) Exceeding accumulated Sick Bank days.
- (4) In addition, any employee with frequent one-day illnesses may be required to present a doctor's statement or other proof of illness upon return to work in order to receive Sick Bank pay.

(H) Pay for Unused PTO Upon Separation from Employment

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

(c) for any unused Credited Paid Time Off from the current year according to the following schedule:

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

- (2) If an employee subject to Paragraph (1) has already, during the calendar year in which they resigns, taken more paid time off than they are entitled to under Paragraph (1), they shall repay the excess time taken. Repayment may be by deduction from their final paycheck, upon written authorization by the employee. Supervisor shall notify HR and Legal in the event an employee has taken more time off than they are entitled.
- (3) An employee who is dismissed by the City for cause shall be ineligible for payment of PTO credited or earned during the current calendar year. They are still eligible for payment of carried-over PTO. However, the PTO carried over from the previous calendar year will be reduced by the amount of PTO used during the current calendar year.
- (4) Employees will not be paid for accumulated days in the Sick Bank upon separation from employment or death of the employee.

ARTICLE 20. Breaks and Lunch

- (A) Two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute lunch period shall be authorized per work day. One rest break shall be taken in the first half of the shift and the other break shall be taken in the second half of the shift. In addition, employees working a regularly scheduled twelve (12) hour shift shall receive one (1) additional fifteen (15) minute rest break, to be taken during the last four (4) hours of the shift. The relevant section of the Employee Handbook (currently Section 6.02) shall be followed, to the extent that this Agreement is not controlling.
- (B) The timing of the breaks will be set in the individual work units. The lunch provision shall not apply to Animal Control Officers, water treatment, waste water treatment and sanitation personnel, who will take a lunch period as work permits.
- (C) While working overtime, employees shall be given one (1) fifteen (15) minute break after two (2) hours of work and one (1) fifteen (15) minute break every two

(2) hours thereafter. Such breaks shall be scheduled at the discretion of the supervisor.

ARTICLE 21. Wages and Insurance

- (A) Effective January 1, 2026, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by five percent (5.0%).

Effective January 1, 2027, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by three percent (3.0%).

Effective January 1, 2028, the wage rate for each pay grade covered by this Agreement, and the rate of pay for each City employee in those pay grades, shall be increased by three percent (3.0%).

- (B) The Pay Plan shall remain in effect as described in the following Exhibits:

EXHIBIT A. The Pay Plan, attached.

EXHIBIT B. Classes assigned to Pay Grades, attached.

EXHIBIT C. Salary Schedule, attached.

- (C) Each employee covered under this Agreement who elects to participate in the COB's group medical insurance plan shall receive the benefit of a monthly contribution from the COB in accordance with the group medical insurance plan provision for City employees. For insurance purposes, the COB shall contribute to each member of the Union the same amount that it contributes to each Civil City employee per year, for the duration of this Agreement. At no time during this Agreement shall a Union employee be charged a higher employee contribution than the contribution paid by other City employees.

- (D) Each employee covered by this Agreement shall receive group Life Insurance in the amount of thirty thousand dollars (\$30,000.00) during the term of this agreement. The insurance premiums shall be paid in their entirety by the COB.

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

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

ARTICLE 22. Emergency Call Out and "On Call"

(A) Emergency Call Out. Whenever it becomes necessary for the Department to call out an employee for emergency work at times other than such employee's regular shift period, such employee shall receive not less than three (3) hours pay. This provision shall prevail for each time an employee is called out by the Department at periods other than their regular shift. The rate of pay for call out shall be one and one-half (1-1/2) times the regular hourly rate except on Sundays and holidays, when the rate of pay for call out shall be two (2) times the regular hourly rate. Any such payment for call out shall be in addition to the employee's daily wages, if any, and in addition to any pay for on call status, as defined in section (C), below, to which the employee is entitled. Employees who are called out for an emergency and who are not already on-call are entitled to include travel time in their recorded hours worked; said employees and their supervisors are responsible for ensuring their time card properly reflects the travel time. No employee who is on a scheduled PTO day, bereavement day, or FMLA leave shall be called out during an emergency, unless said emergency qualifies as a catastrophic event. A catastrophic event is defined as an event wherein the Mayor of Bloomington, the Monroe County Commissioners, the Governor of Indiana or the President of the United States declares the City of Bloomington to be in a condition which constitutes a disaster or emergency, examples may include, but are not meant to be exclusive or exhaustive, tornados, acts of terrorism, and blizzards.

(B) Bad Weather Policy. In the event the Mayor shuts down the City due to bad weather as contemplated in the City of Bloomington Employee Handbook, or other circumstances as outlined in this Section, any essential personnel who are required to report to work shall be compensated at one and one-half (1-1/2) times their regular hourly rate. Provided, however, that such bad weather pay shall not exceed the number of hours in the employee's regularly scheduled day/shift.

The Office of the Mayor shall also have the discretion to authorize bad weather pay in other extenuating circumstances deemed to warrant a City-wide closure or modified operations, including but not limited to cybersecurity incidents, public safety threats, or other emergencies necessitating remote work or restricted access to City facilities.

(C) On Call Status. Departments or work units may require employees to perform on call duty. "On Call" status is compensated as stated below and means that an employee will be responsible to respond to a phone call or text from the COB. "On Call" shall require the employee to answer questions, provide information, or make referrals as required by the COB. If an employee spends more than one cumulative hour answering a question, providing information, or making referrals, the employee shall record the time on their timesheet. In the event it is necessary to perform work at a job site, the employee shall be required to respond on emergency call out as provided in Section A within twenty (20) minutes, unless approved by a supervisor ahead of time for extenuating circumstances.

Any employee who is required to be on-call shall be paid fifty five dollars

(\$55.00) per twenty-four (24) hour period.

- (D) Recuperation Time. When employees work extended hours due to an emergency call out, supervisors shall have the discretion to allow called-out employees to use a flexible work schedule so as to afford called-out employees adequate recuperation time. However, while called-out employees must obtain their supervisors' consent before utilizing flexible time, supervisors may not force called-out employees to utilize a flexible work schedule.

ARTICLE 23. Holidays

- (A) For all paid legal holidays worked, the employee will receive a holiday allowance of two times regular pay plus regular pay over a twenty-four (24) hour period, and employees not working will receive regular pay. Paid legal holidays shall align with the COB Employee Handbook. When a paid legal holiday falls on a weekend, it shall be observed on either the preceding Friday or the subsequent Monday, as determined by COB. No holiday allowance will be paid to any employee who has not worked the last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday.

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

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

- (B) In the case of a week involving a paid legal holiday, employees on a work schedule other than Monday through Friday may have five scheduled work days that include neither an actual nor an observed holiday. In such instances, the employee may flex their schedule and take paid holiday time off to be scheduled at the mutual convenience of and as agreed upon by the employee and the supervisor. This provision does not apply to employees whose schedule includes the actual holiday, the observed holiday or both or to any employee who is otherwise compensated for the holiday.
- (C) An employee may observe a bona fide religious holiday, consistent with the religious tenets adhered to by the employee and not included in Section A of this article provided:

- (1) The time off is charged to paid time off, compensatory time off, or leave without pay at the employee's choice;
- (2) The employee gives not less than two (2) weeks notice in advance of the requested holiday.
- (3) The employee shall not be unreasonably denied with proper notice.

ARTICLE 24. Safety Committee

The Safety Committee shall meet according to the schedule set forth in the Safety Manual or by mutual agreement.

ARTICLE 25. Leaves

- (A) Absences necessitated by a family emergency or serious illness of an employee's parent, child, spouse, or step equivalents, grandparents, registered domestic partner, or the parent or child of a registered domestic partner, may be approved for the use of sick bank, provided that the total number of hours chargeable to sick bank does not exceed forty (40) hours per year. Extensions of this policy may be allowed at the discretion of the department head where extraordinary circumstances warrant such action, but shall not exceed a total of forty (40) additional hours per year. The department head shall send appropriate documentation to the Human Resources Director. This provision is intended to cover short term, unexpected absences, and is not intended to replace the Family and Medical Leave Policy contained in the Employee Handbook.
- (B) After successfully completing probation, paid bereavement leave is available to all full-time and all part-time benefits-eligible employees. If there is a death in the employee's immediate family (spouse, registered domestic partner, child, brother, sister, parent, parent of spouse, the parent or child of a registered domestic partner, or half or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay, providing the total absence does not exceed the greater of five (5) days or forty (40) hours.

In case of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one (1) day.

For the purpose of this Article 25(B), a "day" is the number of hours the member would regularly have been scheduled to work on the day take off or the average number of hours worked per day.

Any other absence in connection with funerals of other relatives or friends may be excused using benefit time or without pay (if the employee does not have benefit time remaining) at the discretion of the department head. For purposes of this

provision, a day equals the number of hours the employee would regularly have been scheduled to work on the day taken off or the average number of hours worked per day. Also for purposes of this provision, “benefit time” does not include sick leave.

The City reserves the right to require proof of death and/or proof of relationship as a condition of approving paid or unpaid bereavement leave.

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

ARTICLE 26. Miscellaneous

- (A) The COB, through HR and with the assistance of and input from the Union, shall post the Agreement on the Knowledge Base and will provide printed copies for the Union members, any employee who requests one, and new employees joining the City. HR will print as many copies of the Agreement as requested by the Union. Both parties shall cooperate in the proofreading of the document to ensure that the posted Agreement accurately reflects the existing Agreements.
- (B) Employees classified as technicians in Fleet Maintenance shall receive a stipend of One-Thousand Five Hundred Dollars (\$1,500) in each calendar year, to be used for the purchase of tools or continuing education and accreditation. The COB will issue two (2) checks to eligible employees, to be issued on or before April 15 and November 15, respectively, of each year of this Agreement.
- (C) The COB shall provide insurance coverage for Fleet Maintenance technicians' tools and related equipment and accessories on a blanket, unspecified basis using a total limit of two hundred fifty thousand dollars (\$250,000), with no one (1) item exceeding ten thousand dollars (\$10,000).
- (D) COB, through HR, shall make a copy machine available to the Union for copying Union-related documents.
- (E) COB shall provide the President a copy of the City's insurance policy regarding insurance coverage.
- (F) Union members shall each receive an annual stipend of Six Hundred and Forty Dollars (\$640) per calendar year for the purpose of purchasing appropriate shoes and clothing. The COB will issue two (2) checks of Three Hundred and Twenty Dollars (\$320) each to eligible employees, to be issued on or before April 15 and November 15, respectively, of each year of this Agreement. This stipend shall replace the City's program of providing shoes and clothing through the Risk Division or through departmental budgets.

ARTICLE 27. Licenses

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

a Class II certification shall receive a total of three dollars (\$3.00) per hour. Wastewater Plant Operators who obtain a Class III certification shall receive a total of four dollars (\$4.00) per hour. Wastewater Plant Operators who obtain a Class IV certification shall receive a total of five dollars (\$5.00) per hour.

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

- (E) Specialized Crew Leaders, Heavy Equipment Operators (both Class I and II), Lift Station Mechanics, Meter Service Laborers, Meter Servicepersons, Meter Technicians II, and Utilities Specialists (Classes I, II, and III) who are not required to hold a DSL or a Class II collection systems certification may nonetheless obtain such license or certification and will receive an additional fifty cents (\$0.50) per hour for each such non-required certification. Additionally, up to two additional fifty cent (\$0.50) incentive premiums may be awarded to water plant operators and wastewater plant operators for obtaining the following licenses, provided that the below-listed license is not a required license for the employee under Sections A-D above:

- (1) Water Treatment 5 (WT5);
- (2) Wastewater Class I, Class II, Class III, or Class IV (only one Class at a time is payable);
- (3) Distribution Systems License;
- (4) Collection Systems License.

COB reserves the right to further limit the choices of the incentive pay certifications to develop needed skills in employees.

- (F) Certification and incentive premiums shall be paid only so long as an employee maintains their current certification card, unless they advance to a higher certification. Loss of certification without advancement to a higher level of certification shall result in the loss of the applicable premium for the certification level lost.

- (G) Where an employee is required by COB to obtain a CDL, they will receive eighty cents (\$0.80) per hour additional compensation for a Class B CDL and one dollar (\$1.00) per hour additional compensation for a Class A CDL.

- (1) COB will furnish the employee the type of vehicle required to take the test for the type of CDL required.
- (2) If COB asks an employee to take an exam to obtain a Class A CDL and the employee passes said exam, COB shall reimburse the employee the cost of said exam within thirty (30) days of the employee providing COB proof of a passing grade.
- (3) If the employee is covered by COB health insurance, the employee shall obtain their medical physical examination required to maintain a CDL from the COB's employee health clinic (currently "Marathon Health"). If an employee is not covered by COB health insurance, COB will reimburse the employee up to one-hundred and twenty five dollars (\$125) for the medical physical examination required to maintain a CDL.

- (4) If an employee is required to obtain a CDL, either A or B, by COB, they shall have no more than one-hundred twenty (120) days to obtain said CDL.
- (5) If an employee's CDL license is suspended, for any reason, the employee shall immediately notify their supervisor and Human Resources, and any additional compensation they receive for having said license shall cease immediately.
- (H) Where an employee is not required by COB to obtain a CDL, but the employee has a CDL and the supervisor requests that the employee use their CDL from time-to-time, the employee will receive forty cents (\$0.40) per hour additional compensation for a Class B CDL and fifty cents (\$.50) per hour additional compensation for a Class A CDL. If the employee and supervisor agree that the employee will be paid under this provision, then the employee must use the CDL upon their supervisor's request. If an employee's CDL license becomes inactive or is suspended, for any reason, the employee shall immediately notify their supervisor and Human Resources, and any additional compensation they receive for having said license shall cease immediately.
- (I) Employees classified as mechanics in Fleet Maintenance that obtain the certification of (ASE) Automotive Service Excellence will receive an additional forty cents (\$0.40) per hour for each test passed. A maximum of eight (8) may be obtained.
- (J) Employees who possess the following certifications shall receive forty cents (\$.40) per hour additional compensation, provided said certifications remain current and are considered an essential requirement or function of an employee's job:
 - (1) International Municipal Signal Association—Traffic Signal Technician Level 1;
 - (2) International Municipal Signal Association—Sign and Pavement Marking Technician Level 1;
 - (3) American Concrete Institute—Flatwork Finisher and Technician
 - (4) Certified Arborist;
 - (5) Certified Pool Operator;
 - (6) Euthanasia Certificate;
 - (7) Registered Pesticide Technician;
 - (8) Certified Pesticide Applicator;
 - (9) Tree Risk Assessment Certification;
 - (10) Certified Playground Inspector;
 - (11) Certified Bucket Truck Operator.*
 - (12) NASSCO (Pipe Assessment Certification Program, Lateral ACP, Manhole ACP)
 - (13) NGICP (National Green Infrastructure Certification)

(14) Fork ~~Truck~~lift Certification

(15) LTAP Work Zone Safety Certification

In accordance with Section J below, additional categories of certifications may be added to the above list. If additional categories are added to the above list, the Union and all employees shall be notified in writing.

*Bucket truck operator certifications shall be limited by department as follows:

Parks Department: Two (2) employees who are primarily assigned to the Department's tree crew.

Street Department: Eighteen (18) employees. Those employees who are primarily assigned to the tree crew or the traffic signal crew must be bucket truck certified. Necessary backup employees who are not primarily assigned to the tree crew or traffic signal crew may also receive pay for bucket truck certification. However, in no case shall the total number of Street Department employees receiving bucket truck certification pay exceed eighteen (18) employees. Eligibility for bucket truck certification pay for Street Department employees who are not primarily assigned to the tree crew or traffic signal crew shall be offered to backups based upon seniority.

- (J) The Union may propose that new certifications be considered for addition to Article 27, Licenses. Such proposals must be limited to special skills and knowledge (a) that will require significant external training or education and (b) that the department head has confirmed will contribute substantially to the employee's ability to fully perform the work required by their position. Proposals should indicate the additional training or education required, the way(s) in which mastery of the skills and knowledge will be demonstrated, and how such skills and knowledge will be used by the employee. Addition of new certifications and corresponding additional pay is subject to approval by the COB.
- (K) At no time shall any employee receive compensation for more than three (3) certifications or specialty pay bonuses, unless otherwise provided for in this Agreement.
- (L) The City shall pay all costs related to maintaining or re-upping any certification required for that position, as indicated in the employee's job description.

ARTICLE 28. Severability

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

ARTICLE 29. Notification of Private Contracts

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

ARTICLE 30. Labor Management Meetings

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

EXHIBIT A

THE PAY PLAN

EFFECTIVE JANUARY 1, 2026, and for all subsequent years of this Agreement (2027 and 2028), employees shall be paid based on their pay grade and their longevity step as shown in Exhibit A.

New employees enter the pay plan at Step 1 and serve an initial probationary period for the first one hundred twenty (120) days of employment. Upon completion of one hundred twenty (120) days, employees advance to Step 2 or, if the employee was hired at a higher step pursuant to Article 16(B), the step at which the employee was hired, unless their probation is extended. If probation is extended, the employee will advance upon completion of the extended probation. Subsequent advances in steps are based on longevity, in accordance with the charts contained below. Longevity for pay purposes is based on continuous service since the date when the employee first became a Full-Time or Part-Time employee eligible for benefits. Longevity of service will be recalculated for pay purposes on the employee's anniversary date of hire into a position described in the previous sentence.

All non-lateral employees are hired at Step 1, as indicated in the AFSCME Range Movement table. After an employee's successful completion of the probationary period, employees hired with consideration of prior experience, in accordance with Article 16(B) shall receive the longevity credit assigned by the COB. Thus, for pay purposes only the employee is assumed to have the necessary longevity consistent with their respective Step as outlined in the AFSCME Range Movement. Going forward, they shall advance through the longevity steps indicated in the AFSCME Range Movement table in a manner consistent with all other Union members.

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

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

greater than the employee's current wage rate plus any across-the-board increase for the year in question.

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

Beginning in 2027, the following changes will be reflected in the City's salary ordinances:

1. Thirteen (13) Master Equipment Operators ("MEO") in the Street department will become Heavy Equipment Operators I ("HEO I"). The thirteen (13) MEO positions to become HEO I positions correspond with the following current employee numbers:
 - 100000078
 - 2865
 - 1439
 - 1068
 - 2555
 - 3118
 - 929
 - 895
 - 100002636
 - 100000449
 - 2783
 - 3096
 - 2839
2. Six (6) Crew Leaders in the Street department will become "Crew Leader II". The six (6) Crew Leader positions to become Crew Leader II positions correspond with the following current employee numbers:
 - 100000046
 - 1346
 - 1231
 - 100001105
 - 2065
 - 600
3. The following Four Master Technicians¹ at Fleet, whose employee numbers are listed below, will move from Grade 112 to Grade 118:
 - 2404
 - 1513
 - 1123

¹ There are currently only four Master Technicians at COB, all within the Fleet Division.

- 815

4. The Fleet Shop Foreperson, employee number 914, whose employee number is #, will move from Grade 113 to grade 119.
5. If any of the employees listed in Paragraphs 1- 4 above leaves their position for any reason, the replacement must be qualified for the position, and it is up to the COB's sole discretion to determine if the replacement is, in fact, qualified. No replacement shall be assumed to be qualified unless and until the COB makes a determination.

AFSCME Steps Movement Table

STEP	LONGEVITY
Step 1 (minimum)	120 Days (Probation)
Step 2	After 120 Days
Step 3	After 1 Year
Step 4	After 2 Years
Step 5	After 3 Years
Step 6 (Midpoint)	After 5 Years
Step 7	After 8 Years
Step 8	After 10 Years
Step 9	After 15 Years
Step 10	After 20 Years
Step 11	After 25 Years

2026 5% INCREASE

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
101	\$22.21	\$22.85	\$23.49	\$24.13	\$24.78	\$25.24	\$25.67	\$26.13	\$26.58	\$27.05	\$27.50
103	\$22.53	\$23.16	\$23.81	\$24.45	\$25.10	\$25.56	\$26.00	\$26.44	\$26.90	\$27.37	\$27.83
104	\$22.69	\$23.33	\$23.97	\$24.61	\$25.26	\$25.71	\$26.16	\$26.62	\$27.06	\$27.54	\$27.99
105	\$22.85	\$23.49	\$24.13	\$24.78	\$25.42	\$25.87	\$26.32	\$26.78	\$27.23	\$27.68	\$28.13
106	\$23.01	\$23.65	\$24.30	\$24.94	\$25.58	\$26.04	\$26.48	\$26.93	\$27.38	\$27.85	\$28.30
107	\$23.16	\$23.81	\$24.45	\$25.10	\$25.75	\$26.19	\$26.64	\$27.10	\$27.54	\$28.02	\$28.48
108	\$23.33	\$23.97	\$24.61	\$25.26	\$25.90	\$26.36	\$26.81	\$27.26	\$27.71	\$28.16	\$28.61
109	\$23.49	\$24.13	\$24.78	\$25.42	\$26.06	\$26.52	\$26.96	\$27.42	\$27.87	\$28.35	\$28.80
110	\$23.36	\$24.30	\$24.94	\$25.58	\$26.24	\$26.67	\$27.12	\$27.58	\$28.02	\$28.50	\$28.95
111	\$24.00	\$24.62	\$25.23	\$25.85	\$26.46	\$26.89	\$27.32	\$27.76	\$28.19	\$28.62	\$29.05
112	\$25.50	\$26.15	\$26.80	\$27.43	\$28.08	\$28.52	\$28.98	\$29.44	\$29.87	\$30.32	\$30.79
113	\$25.82	\$26.45	\$27.07	\$27.70	\$28.34	\$28.78	\$29.22	\$29.66	\$30.10	\$30.56	\$31.00
115	\$26.07	\$26.69	\$27.30	\$27.92	\$28.53	\$28.96	\$29.39	\$29.83	\$30.26	\$30.69	\$31.02
116	\$26.22	\$26.84	\$27.45	\$28.07	\$28.68	\$29.11	\$29.55	\$29.98	\$30.41	\$30.84	\$31.27
118	\$27.26	\$27.87	\$28.49	\$29.10	\$29.72	\$30.15	\$30.58	\$31.01	\$31.44	\$31.87	\$32.31
119	\$27.85	\$28.47	\$29.07	\$29.69	\$30.30	\$30.73	\$31.16	\$31.59	\$32.04	\$32.47	\$32.90

2027 3% COLA

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
101	\$22.87	\$23.53	\$24.19	\$24.85	\$25.52	\$26.00	\$26.44	\$26.92	\$27.37	\$27.86	\$28.32
103	\$23.21	\$23.86	\$24.53	\$25.19	\$25.85	\$26.32	\$26.78	\$27.23	\$27.71	\$28.19	\$28.66
104	\$23.37	\$24.03	\$24.69	\$25.35	\$26.02	\$26.49	\$26.94	\$27.42	\$27.87	\$28.37	\$28.83
105	\$23.53	\$24.19	\$24.85	\$25.52	\$26.18	\$26.65	\$27.11	\$27.58	\$28.04	\$28.51	\$28.97
106	\$23.70	\$24.36	\$25.03	\$25.69	\$26.35	\$26.82	\$27.28	\$27.74	\$28.21	\$28.68	\$29.15
107	\$23.86	\$24.53	\$25.19	\$25.85	\$26.52	\$26.97	\$27.44	\$27.91	\$28.37	\$28.87	\$29.33
108	\$24.03	\$24.69	\$25.35	\$26.02	\$26.68	\$27.15	\$27.61	\$28.08	\$28.54	\$29.01	\$29.47
109	\$24.19	\$24.85	\$25.52	\$26.18	\$26.84	\$27.32	\$27.77	\$28.24	\$28.70	\$29.20	\$29.67
110	\$24.06	\$25.03	\$25.69	\$26.35	\$27.03	\$27.47	\$27.94	\$28.41	\$28.87	\$29.35	\$29.82
111	\$24.72	\$25.36	\$25.99	\$26.63	\$27.25	\$27.70	\$28.14	\$28.59	\$29.04	\$29.48	\$29.93
112	\$26.27	\$26.93	\$27.60	\$28.25	\$28.92	\$29.37	\$29.85	\$30.33	\$30.77	\$31.23	\$31.71
113	\$26.59	\$27.24	\$27.89	\$28.54	\$29.19	\$29.65	\$30.10	\$30.55	\$31.01	\$31.47	\$31.93
115	\$26.85	\$27.49	\$28.12	\$28.76	\$29.38	\$29.83	\$30.27	\$30.73	\$31.17	\$31.61	\$31.95
116	\$27.01	\$27.64	\$28.27	\$28.91	\$29.54	\$29.98	\$30.43	\$30.88	\$31.32	\$31.76	\$32.21
118	\$28.08	\$28.70	\$29.34	\$29.97	\$30.61	\$31.05	\$31.49	\$31.94	\$32.38	\$32.82	\$33.28
119	\$28.68	\$29.32	\$29.95	\$30.58	\$31.21	\$31.66	\$32.10	\$32.54	\$33.00	\$33.44	\$33.88

2028 3% COLA

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
101	\$23.56	\$24.24	\$24.92	\$25.60	\$26.29	\$26.78	\$27.24	\$27.73	\$28.19	\$28.70	\$29.17
103	\$23.91	\$24.57	\$25.26	\$25.94	\$26.62	\$27.11	\$27.58	\$28.05	\$28.54	\$29.04	\$29.52
104	\$24.07	\$24.75	\$25.43	\$26.11	\$26.80	\$27.28	\$27.75	\$28.24	\$28.71	\$29.22	\$29.70
105	\$24.24	\$24.92	\$25.60	\$26.29	\$26.97	\$27.45	\$27.93	\$28.41	\$28.88	\$29.36	\$29.84
106	\$24.41	\$25.09	\$25.78	\$26.46	\$27.14	\$27.63	\$28.09	\$28.57	\$29.05	\$29.54	\$30.02
107	\$24.57	\$25.26	\$25.94	\$26.62	\$27.31	\$27.78	\$28.26	\$28.75	\$29.22	\$29.73	\$30.21
108	\$24.75	\$25.43	\$26.11	\$26.80	\$27.48	\$27.96	\$28.44	\$28.92	\$29.40	\$29.88	\$30.36

109	\$24.92	\$25.60	\$26.29	\$26.97	\$27.65	\$28.14	\$28.61	\$29.09	\$29.56	\$30.08	\$30.56
110	\$24.79	\$25.78	\$26.46	\$27.14	\$27.84	\$28.29	\$28.77	\$29.26	\$29.73	\$30.23	\$30.71
111	\$25.46	\$26.12	\$26.77	\$27.43	\$28.07	\$28.53	\$28.98	\$29.45	\$29.91	\$30.37	\$30.82
112	\$27.06	\$27.74	\$28.43	\$29.10	\$29.79	\$30.25	\$30.74	\$31.24	\$31.69	\$32.17	\$32.66
113	\$27.39	\$28.06	\$28.72	\$29.39	\$30.06	\$30.54	\$31.00	\$31.47	\$31.94	\$32.42	\$32.88
115	\$27.66	\$28.32	\$28.96	\$29.62	\$30.27	\$30.72	\$31.18	\$31.65	\$32.10	\$32.56	\$32.91
116	\$27.82	\$28.47	\$29.12	\$29.78	\$30.42	\$30.88	\$31.35	\$31.80	\$32.26	\$32.72	\$33.17
118	\$28.92	\$29.56	\$30.22	\$30.87	\$31.52	\$31.98	\$32.44	\$32.89	\$33.35	\$33.81	\$34.28
119	\$29.54	\$30.20	\$30.85	\$31.50	\$32.15	\$32.61	\$33.06	\$33.52	\$33.99	\$34.44	\$34.90

EXHIBIT B

2026 CLASSES ASSIGNED TO PAY GRADES

A. Grade 104

- Laborer
- Meter Service Laborer
- Motor Equipment Operator Apprentice

B. Grade 105

- Meter Serviceperson

C. Grade 106

- Animal Care Technician
- Water Plant Operator
- Wastewater Plant Operator

D. Grade 107

- Animal Control Officer
- Meter Technician II
- Maintenance/Custodian

E. Grade 108

- Equipment Maintenance Mechanic
- Master Motor Equipment Operator
- Motor Equipment Operator
- Working Foreperson

F. Grade 109

- Laboratory Technician I
- Apprentice Master Technician

G. Grade 110

- Crew Leader

H. Grade 111

- Utilities Specialist I

I. Grade 112

- Master Technician

J. Grade 113

- Shop Foreperson
- Utilities Specialist II
- Utilities Maintenance Mechanic I

K. Grade 115

- Utilities Specialist III

L. Grade 116

- Heavy Equipment Operator I

M. Grade 118

- Heavy Equipment Operator II
- Lift Station Mechanic
- Plant Maintenance Mechanic
- Utilities Maintenance Mechanic II²

N. Grade 119

- Specialized Crew Leader

² Plant Maintenance Mechanic and Lift Station Mechanic positions will become “Utilities Maintenance Mechanic II” *for all future hires*. Current employees with the titles of Plant Maintenance Mechanic or Lift Station Mechanic shall retain this title throughout their tenure within that position.

2027 AND 2028 CLASSES ASSIGNED TO PAY GRADES

A. Grade 104

- Laborer
- Meter Service Laborer
- Motor Equipment Operator Apprentice

B. Grade 105

- Meter Serviceperson

C. Grade 106

- Animal Care Technician
- Water Plant Operator
- Wastewater Plant Operator

D. Grade 107

- Animal Control Officer
- Meter Technician II
- Maintenance/Custodian

E. Grade 108

- Equipment Maintenance Mechanic
- Master Motor Equipment Operator
- Motor Equipment Operator
- Working Foreperson

F. Grade 109

- Laboratory Technician I
- Apprentice Master Technician

G. Grade 110

- Crew Leader

H. Grade 111

- Utilities Specialist I

I. Grade 113

- Shop Foreperson
- Utilities Specialist II
- Utilities Maintenance Mechanic I

J. Grade 115

- Utilities Specialist III

K. Grade 116

- Heavy Equipment Operator I

L. Grade 118

- Heavy Equipment Operator II
- Lift Station Mechanic
- Plant Maintenance Mechanic
- Utilities Maintenance Mechanic II³
- Crew Leader II
- Master Technician

M. Grade 119

- Specialized Crew Leader
- Fleet Shop Foreperson

³ Plant Maintenance Mechanic and Lift Station Mechanic positions will become “Utilities Maintenance Mechanic II” *for all future hires*. Current employees with the titles of Plant Maintenance Mechanic or Lift Station Mechanic shall retain this title throughout their tenure within that position.

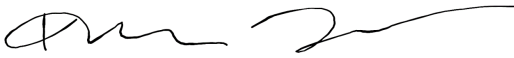
EXHIBIT C

COB SALARY SCHEDULE - 40 HOUR


- Hourly rate times 173.33 equals monthly rate, rounded out to nearest dollar.
- Hourly rate times 80 equals bi-weekly rate, rounded out to nearest dollar.
- Hourly rate times 40 equals weekly rate, rounded out to nearest dollar.
- Hourly rate times 2080 equals annual rate, rounded out to nearest dollar.

Signature Page


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

Signed by:

2ABC6846C246416...
Kerry Thomson, Mayor
City of Bloomington

Date: 12/15/2025

Signed by:

66585229407444E...
Stephen French, President
Local 2487, A.F.S.C.M.E. Council 962, AFL-CIO

Date: 12/15/2025

Signed by:

837B79129DC0482...
Tyler Ambrose, District Representative
Indiana Council 962, A.F.S.C.M.E., AFL-CIO

Date: 12/15/2025

Interdepartmental Memo

To: Members of the Common Council
From: Eric Greulich, Development Services Manager
Subject: ZO-36-25/Ordinance 2025-46
Date: December 15, 2025

Attached is the staff report which pertain to Plan Commission case ZO-36-25. The Plan Commission heard this petition at the November 10, 2025 hearing and voted 7-0 to send this petition to the Common Council with a positive recommendation to zone the subject property to Residential Medium Lot (R2) if the voluntary annexation is approved.

The Plan Commission report for that hearing is included below.

REQUEST: The petitioner is requesting a map amendment (rezone) of approximately 0.39 acres to zone a property Residential Medium Lot (R2) for a voluntary annexation request. Also requested is a waiver of the required second hearing.

BACKGROUND:

Area:	0.39 acres
Current Zoning:	Monroe County- Residential 1 (RES)
Comp Plan Designation:	Monroe County Urbanizing Plan (MCUA) – Mixed Residential
Existing Land Use:	Vacant
Proposed Land Use:	Dwelling, duplex
Surrounding Uses:	North – Dwelling, Single Family (detached) South – Moose Lodge East – Dwelling, Single Family (detached) West – Dwelling, Single Family (detached)

REPORT: This 0.39 acre petition site is identified as Lot #2 in Cory Lane Estates and is approximately 128' wide by 47' deep. The property is within the Monroe County Planning jurisdiction and is zoned Residential 1 (RES). Surrounding properties to the north, west, and east are also in the Monroe County Planning jurisdiction and are also zoned Residential 1 (RES). The property to the south is within the City jurisdiction and is zoned Residential Medium Lot (R2). The property is undeveloped and appears to have a karst feature in the southeast corner of the property and a substantial amount of tree coverage. A drainage easement was required with the original subdivision approval for the portions of this property with the potential karst feature. If a karst feature is verified, then it would be restricted for development within 25' of the last closed contour per the requirements of the Unified Development Ordinance. Any development on this lot would be subject to the City's Unified Development Ordinance if the property is annexed.

The petitioner is requesting voluntary annexation to be incorporated into the City and if annexation is approved by the Common Council, then zoning for the property must also be assigned. This petition is for a recommendation to the Council for the proposed zoning for this property if the annexation is approved. The City Plan Commission approved the subdivision (Cory Lane Estates) that this property is part of in 1992 under Plan Commission case #DP-29-91 when this area was formerly in the City AIFA. Since this property shares a property line that is contiguous with the City boundary to the south, the property does meet the requirements for "super voluntary" annexation.

If the property is annexed, the zoning of this property as Residential Medium Lot (R2) would be consistent with the adjacent property to the south as well as the recommendation of the Comprehensive Plan and the Monroe County Urbanizing Plan.

COMPREHENSIVE PLAN: The Monroe County Urbanizing Plan (MCUA) designates this property as “Mixed Residential”. The MCUA states that mixed residential neighborhoods accommodate a wide array of both single family and attached housing types integrated into a cohesive neighborhood. These neighborhoods are intended to serve a growing market demand for new housing choices among the full spectrum of demographic groups. These neighborhoods are often located immediately adjacent to Mixed-Use Districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

Adjacent land to the south (within the City) is designated as Neighborhood Residential within our Comprehensive Plan, which is similar to the MCUA designation of Mixed Residential. Both districts encourage a range of housing types, focusing on lower density and mix of uses including single family residential and attached housing types (plexes).

Zoning Map Amendment: The Plan Commission shall review the zoning map amendment petition and shall forward its recommendation to the Common Council in accordance with Section 20.06.040(g) (Review and Decision), based on the approval criteria in Section 20.06.040(d)(6) Approval Criteria) and the following specific approval criteria:

20.06.040(d)(6)(B) General Compliance Criteria

- i. Compliance with this UDO

ADOPTED FINDING: Although a perspective site plan has been submitted, further analysis of the possible karst feature on the property must be done before a site plan can be approved. No site plan approval is being given with this annexation and rezoning recommendation petition. As mentioned, there is a potential karst feature on the property that must be evaluated with any development petition. The proposed use and development of this property must comply with the UDO, which includes tree preservation requirements and karst protection standards.

- ii. Compliance with Other Applicable Regulations

ADOPTED FINDING: The annexation component of this petition is being evaluated under a separate piece of legislation.

- iii. Compliance with Utility, Service, and Improvement Standards

ADOPTED FINDING: Water and sewer service are present within the subdivision and along this lot, final approval from City of Bloomington Utilities is required with any development. Drainage for any development on the property must also be reviewed with any development plan for compliance with the UDO and CBU standards

- iv. Compliance with Prior Approvals

ADOPTED FINDING: The subdivision approval (DP-29-91) required a drainage easement along the east side of this property, which was shown on the recorded plat. Although the previous subdivision approval did not identify the possible karst feature on this property as a sinkhole, it does need to be evaluated for any changes that might require it to be regulated under current regulations. There were no other conditions of approval or restrictions that related to this lot specifically other than the required drainage easement.

20.06.040(d)(6)(D) Additional Criteria Applicable to Primary Plats and Zoning Map Amendments (Including PUDs)

- i. Consistency with Comprehensive Plan and Other Applicable Plans

ADOPTED FINDING: As mentioned, the Monroe County Urbanizing Plan (MCUA) designates this property as “Mixed Residential”. The MCUA states that mixed residential neighborhoods accommodate a wide array of both single family and attached housing types integrated into a cohesive neighborhood. These neighborhoods are intended to serve a growing market demand for new housing choices among the full spectrum of demographic groups. These neighborhoods are often located immediately adjacent to Mixed-Use Districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

Adjacent land to the south (within the City) is designated as Neighborhood Residential within our Comprehensive Plan, which is similar to the MCUA designation of Mixed Residential. Both designations within the MCUA and City’s Comprehensive Plan encourage a range of housing types, focusing on lower density and mix of uses including single family residential and attached housing types (plexes). In addition, this property and subdivision is within close proximity to Bloomfield Road with transit access and adjacent to land zoned and developed with mixed-uses, in keeping with recommendations of both the MCUA and the City’s Comprehensive Plan.

- ii. Consistent with Intergovernmental Agreements

ADOPTED FINDING: There is nothing in the Interlocal Agreement that deals with annexation requests.

- iii. Minimization or Mitigation of Adverse Impacts

ADOPTED FINDING: There are no expected adverse impacts with the zoning of this property to the Residential Medium Lot (R2) zoning district. This zoning is similar to the the County’s current zoning.

- iv. Adequacy of Road Systems

ADOPTED FINDING: There are no known problems with the existing Cory Drive road or infrastructure.

- v. Provides Adequate Public Services and Facilities

ADOPTED FINDING: There are no known deficiencies in the utility service to Cory Drive or this area. The subdivision is served by City of Bloomington Utilities and any development on this lot would be required to connect to existing utility service lines.

vi. Rational Phasing Plan

ADOPTED FINDING: No phasing with this petition is proposed or expected.

20.06.070(b)(3)(E)(i)(1) Specific Approval Criteria:

[a] The recommendations of the Comprehensive Plan;

ADOPTED FINDING: As mentioned, the Monroe County Urbanizing Plan (MCUA) designates this property as “Mixed Residential”. The MCUA states that mixed residential neighborhoods accommodate a wide array of both single family and attached housing types integrated into a cohesive neighborhood. These neighborhoods are intended to serve a growing market demand for new housing choices among the full spectrum of demographic groups. These neighborhoods are often located immediately adjacent to Mixed-Use Districts, providing a residential base to support nearby commercial activity within a walkable or transit-accessible distance.

Adjacent land to the south (within the City) is designated as Neighborhood Residential within our Comprehensive Plan, which is similar to the MCUA designation of Mixed Residential. Both designations within the MCUA and City’s Comprehensive Plan encourage a range of housing types, focusing on lower density and mix of uses including single family residential and attached housing types (plexes). In addition, this property and subdivision is within close proximity to Bloomfield Road with transit access and adjacent to land zoned and developed with mixed-uses, in keeping with recommendations of both the MCUA and the City’s Comprehensive Plan.

[b] Current conditions and character of structures and uses in each zoning district;

ADOPTED FINDING: The surrounding structures and uses to the west, north, and east are single family residences. Although the property to the south is currently used as community building, it is zoned for possible single family uses and a public road stub to that property was required with the Cory Lane subdivision approval to provide future connection. The suggested zoning of this property for Residential Medium Lot (R2) would be in keeping with the current conditions and character of surrounding structures and uses.

[c] The most desirable use for which the land in each zoning district is adapted;

ADOPTED FINDING: The MCUA and City Comprehensive plan both identify this area as appropriate for low density residential uses and diverse housing types, which are allowed within the suggested Residential Medium Lot (R2) district standards.

[d] The conservation of sensitive environmental features;

ADOPTED FINDING: As mentioned continued evaluation of the possible karst feature

and compliance with the UDO tree preservation standards will be evaluated with any specific development proposal. Adherence to all standards of the UDO is required.

[e] The conservation of property values throughout the jurisdiction; and

ADOPTED FINDING: The suggested zoning of this property as Residential Medium Lot (R2) is not expected to have any adverse impacts on surrounding property values.

[f] Responsible development and growth.

ADOPTED FINDING: The inclusion of this property within the City boundaries and zoning would allow for development of the property that is in keeping with all of the requirements of the UDO and allow for development along a road that is served by City utilities and has good access to transit service and road infrastructure. This furthers many goals of the Comprehensive Plan and housing studies encouraging infill development.

RECOMMENDATION: The Plan Commission voted 7-0 to forward this petition to the Common Council with a favorable recommendation that if the property is annexed the zoning should be Residential Medium Lot (R2).

****Amendment Form****

Ordinance #: 2025-46

Amendment #: Amendment 01

Submitted by: Councilmember Zulich

Date: December 16, 2025

Proposed Amendment:

1. Amend the title of Ordinance 2025-46 such that it reads as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

ORDINANCE 2025-46

TO AMEND THE BLOOMINGTON ZONING MAPS AND ZONE PROPERTY
CURRENTLY IN THE MONROE COUNTY JURISDICTION TO RESIDENTIAL
MEDIUM LOT (R2) IN ANTICIPATION OF VOLUNTARY ANNEXATION

Re: 2005 W. Cory Drive

(~~William Wamathai~~ **Kanyison LLC**, Petitioner)

2. Amend the second and third WHEREAS clauses of Ordinance 2025-46 such that they read as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

WHEREAS, the Petitioner, ~~William Wamathai~~ **Kanyison LLC**, is concurrently seeking voluntary annexation of his property, located at 2005 West Cory Drive, into the City of Bloomington and a newly annexed property requires the establishment of its zoning;

WHEREAS, the Plan Commission has considered this case, ZO-36-25, and recommended that the Petitioner, ~~William Wamathai~~ **Kanyison LLC**, be granted a Residential Medium Lot (R2) zoning for the property; and,

Synopsis

This amendment, sponsored by Councilmember Zulich, corrects an error by changing the name of the Petitioner to reflect the owner of the property at 2005 West Cory Drive, as identified on the City of Bloomington Planning Department application form.

12/17/25 Regular Session Action: Pending