

**SIDE LETTER TO THE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELGIN (THE
"CITY") AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73
MUNICIPAL DIVISION ELGIN PUBLIC WORKS CHAPTER (THE "UNION")**

The City and the Union agree that in the event there is no surcharge being charged by the SEIU National Industry Pension Fund for 2025, that the City and the Union will agree that effective January 1, 2025, employees covered by this Agreement shall receive a three percent (3%) across the board salary range increase. The City and the Union further agree that in the event there is a surcharge being charged by the SEIU National Industry Pension Fund for 2025, that the City and the Union will negotiate over any salary increase for employees covered by this Agreement for 2025. In the event of such negotiations, the City and the Union agree that such negotiations for 2025 will be limited to the amount of any across the board salary range increase.

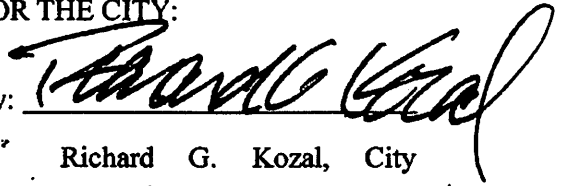
FOR THE UNION:

By: 

Its Authorized Agent
Manager

Date: November 30, 2022

FOR THE CITY:

By: 

Richard G. Kozal, City

Date: December 7, 2022

Agreement
Between
The City of Elgin
and
Service Employees International Union
Local 73
Municipal Division
Elgin Public Works Chapter

January 1, 2022
Through
December 31, 2025

RESOLUTION
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 MUNICIPAL DIVISION,
ELGIN PUBLIC WORKS CHAPTER

WHEREAS, representatives of the City of Elgin and representatives of the Service Employees International Union, Local 73 Municipal Division, Elgin Public Works Chapter have met and discussed wages, fringe benefits and other working conditions; and

WHEREAS, said representatives have submitted for review and approval by the City Council an agreement pertaining to such matters; and

WHEREAS, the City Council has reviewed said agreement and finds that it is fair and equitable for the City of Elgin and employees covered by it.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that it hereby approves the proposed agreement between the City of Elgin and the Service Employees International Union Local 73 Municipal Division Elgin Public Works Chapter, a copy of which is attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that Richard G. Kozal, City Manager, and Kimberly A. Dewis, City Clerk, be and are hereby authorized and directed to execute said agreement on behalf of the City of Elgin.

s/ David J. Kaptain

David J. Kaptain, Mayor

Presented: July 13, 2022
Adopted: July 13, 2022
Vote: Yeas: 7 Nays: 0

Attest:

s/ Kimberly Dewis

Kimberly Dewis, City Clerk

PREAMBLE

This agreement is made by and between the City of Elgin (herein called "City") and the Service Employees International Union, Local 73 Municipal Division, Elgin Public Works Chapter (herein called "Union") and sets forth the wages and benefits for the period January 1, 2022 through December 31, 2025. Each employee represented by the Union will receive a copy of this Agreement.

ARTICLE I Recognition

Section 1. Bargaining Unit. The City recognizes the Union as the sole bargaining representative for the purposes of establishing wages, hours and conditions of employment for all full-time employees of the Public Works, Parks and Recreation and the Water Department who are in the classifications listed in Attachment A. All other employees of the City are excluded, including, but not limited to part-time; seasonal; and short-term employees; and all confidential employees, managerial employees and supervisory employees. Absent a significant change in work duties or responsibilities, those persons originally included within the bargaining unit under the Illinois State Labor Relations Board (ISLRB) certification shall continue as bargaining unit members and those persons excluded under the ISLRB's certification shall remain excluded. The employer agrees that it will not reduce the work hours of bargaining unit employees for the purpose of removing such employees from the bargaining unit under this section.

Section 2. Classifications. The classifications found in Attachment A are for descriptive purposes only. The City will not arbitrarily change or eliminate classifications nor will it use this provision to reduce the compensation levels of existing employees whose duties have not changed. Furthermore, the City will not create a new department and transfer work performed by bargaining unit personnel to that department with the intent of avoiding the terms of this Agreement.

The City shall meet and negotiate with the Union any aspect of this section that is required to be negotiated by law.

ARTICLE II Management Responsibilities

The City shall retain the sole right and authority to operate and direct the affairs of the City and its various operating departments in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified by this Agreement. Among the rights retained is the City's right to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by the operating departments and by employees of the City; to determine the methods, means and number of personnel needed to carry out each department's mission; to direct the working forces, to schedule and assign work, and to assign overtime; to hire, assign and transfer employees; to promote or demote; to discipline, suspend, or to discharge for just cause; to lay off or relieve employees due to lack of work or other legitimate reasons; to establish work and productivity standards; to make, publish and enforce reasonable rules and

regulations; to contract out for goods and services; to introduce new or improved methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

ARTICLE III
Anti-Discrimination/SubContracting

Section 1. No Discrimination. The Union and the Employer agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical handicap. Any dispute concerning the application and interpretation of this paragraph shall be processed through the appropriate federal and state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2. Rights Under the Agreement. No employee covered under this Agreement shall be intimidated, coerced, restrained, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 3. Gender Reference. All references to the employee under this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

Section 4. Sub-Contracting

- a) General Policy: It is the general policy of the City to utilize its employees to perform work they are qualified to perform. However, the City reserves the right, in determining its mission and setting forth all standards of service offered to the public, to contract out any work it deems necessary.
- b) Notice: Except in an emergency situation, the City shall give the Union a sixty (60) day advance notice of any plan or proposal to contract out work that may result in the loss of work to bargaining unit employees. Such notice shall offer the Union an opportunity to discuss and present its views to the City prior to the implementation of the contracting out.

ARTICLE IV
No Strike or Lockout

During the term of this Agreement, the Union, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, refuse to cross a picket line, or any other intentional interruption of operations of the City of Elgin. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union. Upon the request of the Union, City shall provide police protection for Union members who are required to cross picket lines within Elgin City limits.

ARTICLE V
Union Security

Section 1. Checkoff. Upon receipt of a voluntarily signed written dues authorization card from an employee covered by this Agreement, the City shall, during the term of this Agreement, deduct the uniform bi-weekly Union dues and uniform initiation fees of such employees from their pay and remit such deductions to the Secretary-Treasurer of the Union. Additionally, the City shall include a voluntary "checkoff" for the Union's Committee on Political Education ("COPE").

Section 2. Fair Representation. The Union recognizes its responsibility as bargaining agent, and agrees to represent all employees in the bargaining unit fairly, whether or not they are members of the Union. The Union further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

Section 3. Indemnification. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, legal costs or other forms of liability, monetary or otherwise, arising out of, or by reason of, any action taken by the City or any Department of the City, at the direction of the Union for the purpose of complying with the provisions of this Article V.

Section 4. Notice. The City shall provide the relevant Chairperson with written notification of any changes to any rules or procedures pertaining to hiring, promotion, demotion or termination. The terms of this Section 5 shall not be deemed to limit the authority or jurisdiction of the City.

Section 5. Hires. The City agrees to complete and provide the Union with a copy of the Union's "New Employee Information Form" (Attachment C) for each newly hired employee who will be covered by this Agreement.

Section 6. Residency. There shall be no residency requirement for employees covered by this bargaining unit.

ARTICLE VI
Union Rights

Section 1. Bulletin Boards. The City will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing City bulletin boards where bargaining unit employees normally work. The Union will limit the posting of Union notices to these bulletin boards. The City shall review material to be posted and may object to the posting of material that is political and inflammatory. The material posted will contain the date posted, date to be removed and an indication of who posted the material, within the parameters of this Agreement.

Section 2. Visitation by Union Representative. A representative of the Union, and an off-duty bargaining unit officer or steward previously accredited to the City in writing, shall have

reasonable access to the premises of the City during working hours with advance notice to the City Manager or his designated representatives under the conditions described below.

Such visitation shall be for the purpose of helping to resolve a problem or dispute and such visitation shall not interfere with the activities of employees who are working.

For any meeting or visitation called for or requested by Management requiring the presence of any on-duty Union Officers during working hours, it shall be the responsibility of Management and the employee to inform any other necessary managers of that employee's need to be at such meeting.

Any meeting, visitation or conducting of union business requested of or by any Union Officer or Union employees under this section shall require notification of appropriate management, excepting that there shall be no restrictions on such meetings and no notice requirements if such activity is within an employee's established break or lunch period. The Union shall provide the City with a list of all officers, stewards and employee representatives for the purposes of this section.

Section 3. E-Mail. The Union shall be permitted to send e-mails, using the City's e-mail system, to its members for the purpose of disseminating Union information of a non-political and non-inflammatory nature. Said information will consist of meeting notices, negotiation updates, Steward's names, election notices and results and the like. Any e-mail transmissions made under this section shall be in accordance with the City's Internet Usage Policy.

Section 4. Orientation. The Union shall be permitted to present a two hour orientation, to be scheduled through the Department Head during normal work hours, on a one time basis to any newly hired employee who will be covered under this Agreement.

ARTICLE VII

Seniority

Section 1. Definition and Accumulation. Unless otherwise provided in this Agreement, seniority shall be defined as a non-probationary employee's length of continuous full-time service in a position covered by this Agreement since the employee's last date of hire, less adjustments for layoff, approved leave of absence without pay (i.e., the employee is not receiving payment from the City), and all other unauthorized breaks in service. Provided, however, notwithstanding the above, seniority shall continue to accumulate, solely for the purposes of calculating any seniority preference in testing, time off selection and overtime assignments, when employee is on a leave, whether paid or unpaid. This practice shall not impact economic benefits, including but not limited to step increases and length of service calculations where length of service results in additional payment or benefits from the City.

Section 2. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- a) Quits.

- b) Is discharged for just cause.
- c) Applies for and is accepted under permanent disability, or is on a non-job-related temporary disability leave, including but not limited to any City leave or leave pursuant to IMRF, or other type of leave-based absence for a period in excess of one (1) year. Calculation of such leave shall be cumulative over any one (1) year period relative to the same disability.
- d) Retires.
- e) Does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence unless the employee is able to demonstrate that the failure to notify the City was due to extraordinary circumstances beyond the employee's control.
- f) Is absent for three (3) consecutive working days without notifying the City unless the employee is able to demonstrate that the failure to notify the City was due to extraordinary circumstances beyond the employee's control.
- g) Is laid off and fails to notify the City of his intent to return to work within three (3) working days after receiving notification of recall or fails to report to work within fourteen (14) calendar days after receiving notification of recall; provided, however, that the City may waive the provisions of this subsection if the employee is able to demonstrate that failure to notify the City was due to extraordinary circumstances beyond the employee's control.
- h) Is laid off for a period exceeding two (2) full years.

Section 3. Probationary Period. All newly hired employees, and those employees rehired after loss of seniority, shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months, as may be adjusted for any authorized unpaid leaves of absence or other unpaid breaks in service. During the probationary period, a probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither the reason for, nor action taken, may be the subject of the grievance procedure. There shall be no seniority among probationary employees. The employee successfully completing the Probationary Period shall be fully covered by the provisions of this Agreement. Consideration of successful completion of the Probationary Period will be reviewed by the City following the completion of twelve (12) full months of service. If the City does not hold such review within thirty (30) days of the employee's twelve (12) month anniversary, said employee shall be automatically certified as a member of the bargaining unit.

Section 4. Job Vacancies. As soon as practical upon determination of the City Manager to fill a vacant position for a position covered by this Agreement, the City agrees to email a notice of any opening for any position covered by this Agreement with a detailed explanation of the requirements, hourly wage range and duties of the position, to the Unit President and each current bargaining unit employee eligible to apply for such vacant position. A copy of the job description for the position will be made available to any applicant upon request. The City further agrees to take into consideration any applicant's prior City service; although the City reserves the right to

choose the best available applicant for the job. Eligible employees shall be allowed a minimum of five (5) calendar days or as is mutually agreeable from the date of posting to remit any completed application to the Human Resources Department. All initial hirings shall be made by the City in its sole discretion and such matters are not subject to this Agreement. Vacant positions for a position covered by this Agreement to be filled by an existing employee covered by this Agreement pursuant to a voluntary demotion, lateral transfer or promotion shall be determined by a panel consisting of two (2) members of management and two (2) members of the Union. Both Union and management panel members shall be selected by each party in each party's discretion. The City shall continue to create any applicable written tests for positions, and all oral interviews shall be conducted by the aforementioned panel. In the event the panel is unable to agree on the ranking of candidates to fill a position by majority vote, ranking shall be determined by the City Manager in the City Manager's discretion.

Section 5. Other Temporary Assignments. Employees on temporary assignment to another division or workgroup shall be subject to the same overtime, break or hours of work requirements of the section or division to which the employee is temporarily assigned. Employees on temporary assignment to another division or workgroup shall maintain their divisional/workgroup seniority in the division/workgroup from which they were temporarily transferred.

Section 6. Career Ladder.

1. DEMOTIONS: An employee may be demoted from a higher class pay grade to a lower pay grade within the same or a different division under the following conditions:

(a) An employee may be demoted upon the written request of the employee with the written consent of the City Manager.

(b) In addition to any suspension that may be imposed, and in lieu of dismissal, an employee may be demoted for cause upon the direction of the City Manager. Such disciplinary demotions shall be subject to the grievance procedure provided for by the collective bargaining agreement.

(c) Any employee who is demoted pursuant to a disciplinary demotion as provided by subsection (b) above shall not be eligible for a promotion for a period of two (2) years, unless this two year restriction is waived by the City Manager in the City Manager's sole discretion.

(d) In the event of a disciplinary demotion as provided for herein, the City shall not permanently fill the position from which the subject employee has been demoted until the grievance procedure has been concluded either by an award issued by an arbitrator; waiver of the grievance by the Union; or the expiration of a time limitation as provided for by the grievance provisions of the collective bargaining agreement; provided, however, that the subject position may be permanently filled by the City Manager if, in the City Manager's sole discretion, the immediate permanent filling of the subject position is necessary for the good order and functioning of the City.

It is also agreed that the involuntary demotions shall take precedence over lateral transfers

and promotions when such demotion requires an opening to effect such change. A demoting employee must take and pass the exam for the lower position, unless otherwise agreed by the parties. Notwithstanding the above, if the demoting employee has previously performed the work of the lower position for a significant period (i.e., the demoting employee has a level of experience such that management is assured that the person is capable of performing the work) for the City, that employee will not be unreasonably required to test for the position. Demotions between Clerical Technical and Public Works Units are not permitted.

2. LATERAL TRANSFERS: Lateral transfers shall be allowed within the pay grade within the bargaining unit as long as the employee meets the minimum requirements of the position. Employees making a lateral move must remain in the new position for one year, unless the employee is promoted to another position.

An employee seeking a lateral transfer must take and pass the exam for the new position, unless otherwise agreed by the parties. Notwithstanding the above, if the employee seeking a lateral transfer has previously performed the work of the new position for a significant period (i.e., the transferring employee has a level of experience such that management is assured that the person is capable of performing the work) for the City, that employee will not be unreasonably required to test for the position. A final decision shall be made by the Department Head of the position to be filled, based on the Department Head's good faith assessment of the applicant's suitability for the position to be filled, which assessment shall include but not be limited to a consideration of the applicant's ability and employment record. Lateral transfers between Clerical Technical and Public Works Units are not permitted.

3. PROMOTIONAL VACANCIES:

Any interested bargaining unit employee covered by this Agreement who is in a position at which the highest hourly wage range is at or below the highest hourly wage range of the job classification covered by this Agreement in which there is a promotional opening shall be given the opportunity to apply and sit for the prescribed test for the open position, if s/he meets the required qualifications for the position. Employees that have taken and passed specific promotional exams will not have to retest for that same exam unless the exam has changed since the time the employee last passed it.

This limitation shall not apply to employees who missed the one and only opportunity of applying and testing for promotional positions for which they are qualified due to:

1. Being hired right after the in-house test but before the position is advertised and tested for outside.
2. Being on authorized leave or on disability when the position was advertised and tested for in-house (unless notified of the test).

Employees falling within categories 1 or 2 above shall be given the opportunity to apply for and test for the position with outside applicants without eligibility for seniority points.

Employees testing with outside applicants within the parameters of categories 1 or 2 above, who pass all parts of the exam, shall be given preference over such outside applicants and shall not be subject to the "rule of three" interview process.

4. LATERAL TRANSFERS DUE TO WORK FORCE REDUCTION: In instances whereby lateral transfers (from one division/work group to another) occur due to a workforce reduction based on a wholly City/management initiative, the process for such selection shall be as follows:

- a) By volunteer (within the affected classification's division/work group as is applicable), with Citywide date-of-hire seniority providing the order of such "right of first refusal."
- b) By assignment (if insufficient volunteers are available) based on Citywide date-of-hire seniority within the affected classification's division/work group as is applicable, with the least senior qualified employee, if the position is one classified in subsection 3(a) (as promotional) or the least senior employee, if the position is one classified in subsection 3(b) herein (as entry level) receiving the mandatory lateral transfer.
- c) Vacant positions to be advertised publicly, if they cannot be filled through the career ladder process outlined above so long as the required qualifications have not been downgraded from what was originally advertised internally.

The provisions of this section shall not be deemed to limit or infringe on the management authority, rights, or jurisdiction of the City, provided, however, where any part of this Agreement conflicts with any City rules or procedures, this Agreement shall be controlling.

ARTICLE VIII Layoff and Recall

Section 1. Layoffs. If the City, in its sole discretion, determines that layoffs are necessary, employees will be laid off in the following order:

- a) Temporary, part-time or seasonal employees in the affected classification within the affected department or division;
- b) Newly hired probationary employees in the affected classification within the affected department or division;
- c) In the event of further reductions in force, employees will be laid off from the affected classification within the affected department or division starting with the least classification seniority. When such reduction shall occur, the employee with the least classification seniority in the affected classification shall, based on City-wide seniority, displace the least senior employee in a lower or equally rated job classification in the bargaining unit, provided he is qualified to do the job and has the necessary City-wide seniority. For the purposes of this section, an employee shall be presumed to be qualified for a lower or

equally rated job classification if the employee has previously held and satisfactorily performed in such position for not less than one (1) year or if the employee has previously been on the hiring list for such position within the previous five (5) years. For the purposes of this section, an employee shall not be considered unqualified for a lower or equally rated job classification solely because the employee does not then currently possess a license required by a current job description if such job description allows for a period of time to obtain such required license. For the purpose of clarification, such an employee shall be required to thereafter obtain the required license within the time period specified in the job description.

- d) An employee who is on layoff with recall rights shall retain his seniority and unused benefits accrued up to the effective date of the layoff and shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee or dependent coverage, whichever may apply; provided, however, that the employee shall not be eligible to accrue seniority, sick leave and vacation leave during the layoff. An employee electing to participate in the insurance coverage while on layoff shall be allowed up to twenty-four (24) months of said participation and shall be reimbursed for any overpayment.

If any non-probationary employee is laid off as a result of the foregoing layoff provisions, said employee may, at his option, bump any non-bargaining unit temporary, part-time, or seasonal employee employed by the City to perform work the same as or similar to work performed by bargaining unit employees, provided he is qualified to do the job of the displaced temporary, part-time, or seasonal employee. In such event, the employee shall not be in the bargaining unit; provided, however, that such employee shall retain the right to be recalled to a bargaining unit position in accordance with the provisions of this Agreement.

Section 2. Recall List. Employees so laid off shall have their names placed on a recall list. The names of such laid off employees shall remain on the list for a period of two (2) full years.

Section 3. Order of Recall. Employees on the recall list shall be recalled in seniority order within their job classification within the affected department or division, provided they are still qualified to perform the work in the job classification. The City will not impose new job tests when there has been no change in job duties. However, the City may require any returning employee to undergo, at the City's expense, a physical and/or mental examination by a physician and/or psychologist of City's choosing. Any person determined to be unfit for employment by the City on the basis of such examination shall be given notice of such determination, the basis therefore and an opportunity to present contrary evidence to the City Manager. The City Manager may thereafter require additional medical or physical examinations; but no such additional examinations shall be required except in the City Manager's sole discretion. The City Manager is vested with sole authority to make a final determination as to the physical or medical fitness of such employee for the relevant position.

In event of a recall, the employee(s) shall be sent a letter by registered mail, return receipt requested, with a copy to the Union. The recalled employee shall notify the City of his intent to return to work within three (3) working days after receiving notification of recall and shall report

to work within fourteen (14) calendar days of receiving notice of the recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail.

ARTICLE IX

Wages

Section 1. Wages. Effective at the beginning of the next payroll period immediately following the ratification of this Agreement by both parties, employees covered by this Agreement shall receive a three percent (3%) across the board hourly wage increase retroactive to January 1, 2022. Effective January 1, 2023, employees covered by this Agreement shall receive a three percent (3%) across the board hourly wage increase. Effective January 1, 2024, employees covered by this Agreement shall receive a three percent (3%) across the board hourly wage increase. Effective January 1, 2025, employees covered by this Agreement shall receive a three percent (3%) across the board hourly wage increase.

Section 2. Hourly Wage Ranges. All full-time hires into job classifications covered by this Agreement hired after the ratification of this agreement by both parties shall be assigned to hourly wage ranges which consist of steps that are seventy percent (70%), seventy-five percent (75%), eighty percent (80%), eighty-five percent (85%), ninety percent (90%), ninety-five percent (95%) and one hundred percent (100%) of the maximum hourly wage range rate for all applicable job classifications. Said maximum hourly wage range rates may be modified from time to time as provided under Section 1 above. The time between each step shall be equal to at least one year of satisfactory service, with the exception of the first step, which shall be the starting rate. Progression through the steps shall continue to be based upon satisfactory performance.

Section 3. Temporary Upgrading. To assure the orderly performance and continuity of municipal services, the City may, at its discretion, temporarily assign an employee on an acting basis to a higher position than his/her permanent classification. Such temporary assignment may be made to a vacant position in order to maintain the work flow during the normal appointment process, or to replace an employee temporarily absent for whatever reason, including, but not limited to, extended sick leave, worker's compensation leave, or any other leave. An employee temporarily upgraded shall receive the greater of one-step pay increase over their current rate of pay, or an increase equal to the minimum step of the position being temporarily filled starting from the first hour of the first day in such an assignment.

Section 4. Shift Differential. Employees assigned to a work schedule with two (2) or more shifts as in the water treatment section may be eligible for a shift differential. Compensation for employees in the water treatment section will only be for hours actually worked during the time period specified below. Overtime rate shall not be applied to this provision. Effective at the beginning of the next payroll period immediately following the ratification of this Agreement by both parties, such shift differential shall be as follows:

<u>Time Period</u>	<u>Rate/Hour</u>
3:30 p.m. - 11:30 p.m.	\$0.90
11:30 p.m. - 7:30 a.m.	\$1.10

Section 5. INTENTIONALLY OMITTED.

Section 6. Water Operator I Certification as Operator in Training Increase. Any Operator I in the Water Department who successfully passes the state Operator in Training test and receives a Certificate of Competency as an Operator in Training as a Class A Public Water Supply Operator issued by the IEPA shall be entitled to a 5% or one Step hourly wage increase (whichever is greater), effective the pay period following the attainment of such certification. Certifications must be maintained in order to continue to earn the certification increase. All certification training shall be at the times designated by the Department Head and shall not be unreasonably denied.

Section 7. Water Operator II Class A Certification. Certification as an Operator in Training as a Class A Public Water Supply Operator issued by the IEPA shall be required for appointment to the position of a Water Operator II. Persons appointed to the Water Operator II position shall thereafter be required to obtain a Class A certification as a Class A Public Water Supply Operator as soon as such person has obtained the requisite experience to apply for such certification. Maintenance of a Class A certification is required and shall constitute an essential requirement necessary to perform the essential job functions of a Water Operator II position. For the three (3) current previously appointed Water Operator II employees who have not passed the state Operator in Training test or obtained a Class A certification as a Class A Public Water Supply Operator, such employees shall be required to pass the state Operator in Training test and receive a Certificate of Competency as an Operator in Training as a Class A Public Water Supply Operator issued by the IEPA and obtain a Class certification as a Class A Public Water Supply Operator within four (4) years of the date of their appointment as a Water Operator II

Section 8. Water Relief Operator Increase. The Water Relief Operator I and II job assignments shall consist of performing maintenance and repair work, and other duties during a five-day Monday through Friday work week when not assigned to cover operations. They are part of the Water Operator work group. One or both of these persons will also act as Crew Leader(s) in charge of the hydrant flushing program as outlined below in this Agreement. Operations coverage shall primarily be for vacation, personal time and long-term illnesses of fellow Operators.

The Water Relief Operator I and II positions shall be filled from the respective Operator work group as follows:

1. By volunteers (by seniority) from the Water Operator work group;
2. By filling of vacancy as outlined previously in this Agreement.

Seniority shall be based on job classification first; and second, if needed, by time within division. The Water Relief Operator job assignments carry with them a one-step pay increase (5%) over their current step. This is to compensate for the irregularities in scheduling and the responsibility of being able to operate any shift at either plant.

Section 9. SEIU National Industry Pension Fund. The City shall contribute funds to the SEIU National Industry Pension Fund according to the following schedule:

Commencing January 1, 2010, the City shall contribute to the Fund at the total rate of 80¢ per paid hour for all employees covered by this Agreement.

Commencing January 1, 2025, employees covered by this Agreement shall contribute to the Fund payment for any surcharge being charged by the Fund in the amount of 50% of any such surcharge not to exceed sixty cents (\$0.60) per paid hour. The City shall deduct from the pay of employees the applicable hourly rate for the surcharge and shall remit such amount to the Fund. For the purposes of clarification and example, the current 2022 surcharge being charged by the Fund is a surcharge of one hundred and fifty percent (150%), which calculates to one dollar and twenty cents (\$1.20) per paid hour. In such circumstance, the employees shall each be responsible to pay sixty cents (\$0.60) per paid hour for such surcharge and such amount shall be deducted by the City from the employees' pay. For the purposes of further clarification and example, if a future surcharge being charged by the Fund is a surcharge of fifty percent (50%), such a surcharge would calculate to forty cents (\$0.40) per paid hour. In such a circumstance, the employees shall each be responsible to pay twenty cents (\$0.20) per paid hour for such surcharge and such amount shall be deducted by the City from the employees' pay. For the purposes of further clarification and example, if a future surcharge being charged by the Fund is a surcharge of two hundred percent (200%), such a surcharge would calculate to one dollar and sixty cents (\$1.60) per paid hour. In such a circumstance, the employees shall each be responsible to pay sixty cents (\$0.60) per paid hour for such a surcharge and such amount shall be deducted by the City from the employees' pay.

The aforementioned contributions shall be paid to the Fund on or before the 15th day of the month following the period for which contributions are due or before such other date as may be agreed between the City and the Union. Such contributions shall be transmitted together with a remittance report containing such information, and on such form as may be required by the Fund or their designee.

Section 10. Longevity Pay. Effective January 1, 2022, employees with continuous service in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

<u>Years of continuous service</u>	<u>Amount of annual longevity pay</u>
10 years but less than 20 years	2% of Step 7 of the yearly salary of pay grade 626
20 years but less than 30 years	2.5% of Step 7 of the yearly salary of pay grade 626
30 years or more	3% of Step 7 of the yearly salary of pay grade 626

Longevity Pay shall be considered part of the employee's base salary for the purpose of computing the employee's hourly rate of pay and for overtime purposes.

Section 11. Fleet Safety Program All employees shall be subject to the provisions of the Fleet Safety Program attached hereto and made a part hereof as Attachment E.

Section 12. Employee Review. Within thirty (30) days before or after the employee's anniversary date, the City shall review the employee's work performance to determine whether the employee will progress to the next step, when step increases are applicable. If the employee is on any contractually, legally or City-authorized leave (i.e., Family Medical Leave or worker's compensation, etc.) such review may be postponed an equivalent number of days to the total days

of such absence. For purposes of clarification, an employee shall be reviewed when their aggregate time of service since the date of the last completed review equals twelve (12) months of active service. In the event the employee review is not conducted within the applicable established time frame, the employee shall automatically receive any step increase.

ARTICLE X Hours of Work and Overtime

Section 1. Application of this Article. This Article is intended to define the normal hours of work and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours per day or per week, or a guarantee of days of work per week.

Section 2. Work Week.

Non-Shift Employees: Members assigned to the Streets, Water Distribution, Sewers, Traffic and the Fleet Services Divisions, Engineering Department and Land Management shall have a work week consisting of five (5) days of eight (8) hours each which shall normally be Monday through Friday. An eight (8) hour workday shall include one (1) fifteen (15) minute rest period and one (1) twenty minute paid lunch period. The lunch period will normally be taken between 12:00 p.m. and 12:20 p.m. as the division's operation allows. The aforementioned fifteen (15) minute rest period shall normally be taken between 9:00 a.m. and 9:30 a.m. as the Division's operations allow. For engineering inspectors during the months the engineering inspectors are working winter hours with a starting time of 8:00 a.m., the aforementioned fifteen (15) minute rest period shall normally be taken between 9:45 a.m. and 10:00 a.m., as the Division's operations allow.

Other Non-Shift Employees: The work week for non-shift employees in divisions not listed above shall consist of five (5) days of eight and one-half (8-1/2) hours each which shall normally be between Monday through Friday, except for the two meter shop positions, which shall be Tuesday through Saturday. An eight and one-half (8-1/2) hour workday shall include two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute non-paid lunch period. The lunch period will normally be taken between 12:00 p.m. and 12:30 p.m. as the division's operations allow. The first of the aforementioned fifteen (15) minute rest periods shall normally be taken between 9:00 a.m. and 9:30 a.m. as the Division's operations allow. The second of the aforementioned fifteen (15) minute rest periods shall normally be taken between 2:30 p.m. and 3:00 p.m., as the Division's operations allow.

Shift Employees: The normal work week for shift employees shall consist of five (5) days of eight (8) hours each. An eight (8) hour workday shall include two (2) fifteen (15) minute paid rest periods as the department's operation allows.

Section 3. Temporary Work Schedule Change.

Should it be necessary for the City to temporarily establish a daily or weekly work schedule departing from the normal workday or normal work week, the City shall, where possible, give at least one week notice, except in emergency situations, to the employee or employees to be effected. Except in emergency situations, temporary schedule changes shall be for periods not to exceed

twenty (20) consecutive working days. A five percent (5%) premium shall be paid for all hours worked by affected employees in excess of twenty (20) consecutive working days. For the purpose of clarification, and notwithstanding the foregoing, or anything else to the contrary in this section, summer hours implemented by the City from time to time in order to address warm weather conditions, street sweeping operations provided for in Section 4 and hydrant flushing operations provided for in Section 5 shall not constitute a temporary work schedule change for the purposes of this section and shall not entitle employees to any premium pay for a temporary schedule change pursuant to this section.

It is understood that temporary work schedule change shall not be used to effect a permanent schedule change by rotating employees to circumvent the provisions set forth above.

For the purposes of this section, "emergency situations" shall be defined to mean situations which arise which were not reasonably foreseeable at such time.

Section 4. Street Sweeping. The Street Division shall operate an early street sweeping crew consisting of a minimum of two (2) persons (equipment operators). Additional crew members may be added as workload demands. This crew shall work five (5) days per week, 4:00 a.m. to noon, May through September. The work day for the aforementioned early street sweeping crew shall include one fifteen (15) minute break and one twenty (20) minute paid lunch period. The equipment operators assigned to the crew shall be selected as follows:

1. By volunteers (by seniority) from the Streets Division.
2. By appointment (by least seniority) from the Streets Division from a rotational list on a monthly basis.

If Utility Workers are needed for the crew, they shall be selected as follows:

1. By volunteer (by seniority) from the Utility Workers in the Streets Division.
2. By appointments (by least seniority) from Utility Workers in the Streets Divisions from a rotational list on a monthly basis.

Should more than the requisite number of volunteers for the early street sweeping crew exist, a rotation schedule may be applied (as in Sewers and Water Distribution) if so agreed upon by the most senior volunteer person (s) already involved. Provisions shall be considered whereby those persons assigned to the aforementioned early crew may seek limited relief from the early assignment, provided there are replacement volunteers available to fill in.

Notwithstanding the foregoing, and subject to the notice provisions for temporary work schedule changes in Section 3 above, the Public Works Director may alter the scheduling of and assignments for such early street sweeping based upon the bona fide operational needs of the Street Division or the Public Works Department.

Section 5. Hydrant Flushing. The Water Department shall conduct a fire hydrant flushing program typically during April and May. Work shall be five days a week Sunday through Thursday from

10 p.m. until 6 a.m., not to exceed 25 working days during the aforementioned period. The work day shall include one 15-minute break and one 20-minute paid lunch period.

Two utility workers shall be assigned from the Distribution Division as follows:

1. By volunteers (by seniority) from the Distribution Division of the Public Works Department.
2. By appointment (by least seniority) from utility workers in the Distribution Division of the Public Works Department.

Seniority shall be based on job classification first; and thereafter, if needed, by seniority within the Distribution Division of the Public Works Department.

Should more than two utility workers volunteer for the hydrant flushing program, a rotation schedule may be considered if so agreed upon by the most senior volunteer person already involved. The Water Operations Division shall supply the relief operator, who shall be in charge of this program. Additionally, if management so determines, a summer season laborer may be assigned.

Any person assigned to the aforementioned program may seek limited relief from the assignment, provided there is a replacement volunteer to fill in.

Notwithstanding the foregoing, and subject to the notice provisions for temporary work schedule changes in Section 3 above, the Water Director may alter the scheduling of and the assignments for such hydrant flushing based upon the bona fide operational needs of the Water Department or the Public Works Department.

Section 6. Current Starting Times. There shall be an effort to make starting times uniform within operating divisions depending on the requirements of the City. Except in an emergency, one week's notice shall, where possible, be given to all employees affected by changes in starting time prior to the change taking effect. The current starting times for most employees covered by this Agreement at the time of signature, except for special summer and winter starting times, are as follows:

Engineering Department	
April 1 - November 30	7:00 a.m.
December 1 - March 31	8:00 a.m.
Traffic Division	7:00 a.m.
Street Division	7:00 a.m.
Sewer Division	7:00 a.m.
Distribution Division	7:00 a.m.
Land Management Division	7:00 a.m.
Water Plant (Non-Shift)	7:30 a.m.
Water Plant (Shift)	7:30 a.m.
	3:30 & 11:30 p.m.

Water Meter Shop	7:30 a.m.
Golf Maintenance Operations	
April 1 - August 31	5:00 a.m.
September 1 - October 31	5:30 a.m.
November 1 - March 31	6:00 a.m.
Fleet Services	7:00 a.m.

The City will notify employees and the Union Steward or officers of changes in starting times.

Section 7. Job Creation. The City may create new bargaining unit positions with a normal work day or work week other than the normal Monday through Friday work day or work week. The Union shall first be given at least thirty (30) calendar days notice and shall be provided the opportunity to meet with the City Manager or his designee to present its views.

Section 8. Overtime. Employees covered by this Agreement shall be paid one and one-half times their regular straight-time hourly rate of pay for all hours worked in excess of the scheduled eight (8) hours in a day or forty (40) hours in a week actually worked. For shift employees this would also be in excess of the scheduled eight (8) hours in a day or forty (40) hours in the normal work period actually worked. For the purpose of application of this section, hours worked shall not include sick time. In addition:

- a) On the officially designated day on which Central Daylight Savings Time becomes effective (clocks turned ahead one (1) hour), employees on duty and actually working during the time change shall be paid for actual hours worked and shall be allowed to work their complete eight (8) hour shift.
- b) On the officially designated day on which Central Daylight Savings Time reverts to Central Standard Time (clocks turned back one (1) hour), employees on duty and actually working during the time change shall be paid for actual hours worked. Any hours actually worked beyond eight (8) hours shall be paid at the employee's applicable overtime rate of pay.
- c) The Union employees of each work group or division shall develop a written policy on overtime assignment, and shall submit such written policies to the Department Head no later than ninety (90) days after Contract ratification. In the event the Workgroup or Division fails to provide the applicable Department Head with such a written policy by the above date, the applicable Department Head may institute such a policy. Such instituted policy may be at the applicable Department Head's discretion so long as such policy is not arbitrary, capricious, or unreasonable in its design. Any submitted policy shall also include a provision on mandatory overtime. The policy shall run concurrently with this contract, and shall outline criteria to be used in the overtime assignment; e.g., employee status, interests in available overtime, seniority and ability to perform the available work. The aforementioned written policies on overtime shall be subject to approval by the applicable Department heads, which approval shall not be unreasonably or arbitrarily withheld.

Section 9. INTENTIONALLY OMITTED.

Section 10. Shift Compensation. Shift employees off duty and returning to work for attendance at departmental meetings, shall be paid a minimum of two (2) hours overtime pay for each such meeting attended in its entirety. If a shift employee is not notified via voice mail of the cancellation of a scheduled meeting prior to the end of the first shift on the day prior to the meeting and he/she shows up for the meeting, he/she shall be paid a minimum of two (2) hours pay at the applicable overtime rate.

Section 11. Unmanned Shift Coverage. A shift employee assigned to a twenty-four (24) hour work shift schedule may be subject to a change in their work period when the shift employee assigned to the next scheduled shift provides less than twenty-four (24) hours notification to his/her supervisor that he/she is unable to report to work. Under such circumstances, the shift employee on duty shall be assigned coverage of the unmanned shift. Said employee may, at his/her option, contact either the employee scheduled to work immediately following the unmanned shift or a qualified off-duty employee in the same job classification, to work part or all hours of the unmanned shift. Any coverage of the unmanned shift by an employee other than the shift employee on duty must have the concurrence of the supervisor.

Except in an emergency situation, shift personnel shall not be required or allowed to work more than sixteen (16) consecutive hours. Should an employee be required or allowed, due to said emergency situation, to work more than sixteen (16) consecutive hours, said employee shall not be allowed to return to work without being off duty a minimum of eight (8) hours from time they were relieved.

Section 12. Length of Shift. Except in an emergency situation, personnel shall not be required or allowed to work more than sixteen (16) consecutive hours. Should an employee be required or allowed, due to said emergency situation, to work more than sixteen (16) consecutive hours, said employee shall not be allowed to return to work without being off duty a minimum of eight (8) hours from time said employee was relieved.

Section 13. Standby Compensation. An employee who is placed on standby or on-call status by his/her supervisor will be paid two (2) hours pay at one and one-half (1-1/2) times his/her straight time hourly rate of pay on weekdays and three (3) hours pay at one and one-half (1-1/2) times his/her straight-time hourly rate of pay on weekends or days observed as holidays. An employee on standby status called out to work will receive compensation for the actual time worked at one and one-half (1-1/2) times his/her straight-time hourly rate of pay in addition to the scheduled standby compensation. A shift employee's days off following a regular shift shall be considered as his/her weekend off and shall qualify him/her for three (3) hours pay at one and one-half (1-1/2) times his/her straight-time hourly rate of pay when on standby on his/her days off.

Section 14. Standby Policies. Employees on any of the standby rosters herein shall limit their alcohol intake and travel so that they can respond to the call-in to arrive at their reporting location capable of safely and legally performing safety sensitive tasks, driving City vehicles and operating City equipment. Employees on call must be no farther away than their residence or within a 60 minute response time to their reporting locations, whichever is farther.

A. Traffic, Water Distribution and Sewer Divisions.

The following standby policies are hereby established for the Traffic, Water Distribution and Sewer divisions of the Public Works Department of the City of Elgin. A standby rotation roster shall be established for each division as provided herein. Each slot on a standby rotation roster shall constitute one week of standby duty.

Separate standby rosters shall be established for each of the three divisions. Each roster shall contain a minimum of four (4) standby slots. There may be additional standby slots in the event more than four (4) qualified employees wish to be placed on the standby rotation roster. Each standby slot shall represent one (1) week and shall rotate with the remaining standby slots. The standby rotation roster shall be established and shall be in effect for twelve (12) calendar months. Starting with the most senior qualified employee in the relevant division, qualified employees will be given the option of selecting a slot on the roster. An employee may select up to two (2) slots provided all other qualified employees have had an opportunity to bid and the minimum four (4) slots have not been filled. In the event that after all employees have had an opportunity to bid and there remains fewer than four (4) slots filled, the Public Works Director shall place qualified employees within the remaining unfilled slots up to the minimum required, starting with the qualified employee with the least seniority.

Trading of days or weeks with other qualified personnel may be allowed subject to prior approval of the Division Superintendent; provided, however, the employee newly assigned for the traded time shall remain in the rotation and shall be responsible for that time. Except as otherwise agreed to by the City, any employee who voluntarily gives up more than one consecutive week of the employee's standby rotation shall be ineligible for inclusion on the standby roster for the remainder of that calendar year.

The standby rotation roster, once established, shall be in effect for twelve (12) calendar months and shall be re-bid at the end of its term. Employees shall not be permitted to withdraw from the roster before the expiration of its term, except with the prior approval of the Division Superintendent, due to medical disability or when a qualified employee not on the roster is willing to replace the employee wishing to withdraw. In addition, the Public Works Director may permit an employee to withdraw due to unusual, unique or extraordinary circumstances or conditions affecting the employee; but only if such withdrawal will not reduce the roster below the minimum number of slots set forth above. In the event that during the term of this roster any person thereon leaves the division or employment of the City or is permitted to withdraw and is not replaced, the following provisions shall be utilized to fill all remaining time available:

1. All qualified employees within the affected division but not currently on standby roster shall receive the first right of refusal, based on divisional seniority, for all remaining weeks made available through an employee's withdrawal from the standby list.
2. Should weeks still be left after Step #1 is complete, all divisional employees currently on the standby list in the affected division shall be offered, by divisional

seniority, the option to choose one (1) week (per employee) in rotational sequence until available weeks are exhausted.

3. Should there remain unassigned standby slots after Step #2 is complete, the same procedure as outlined in Step #2 shall be applicable for the remaining time. Such bidding shall be for one day at a time and shall continue until all unassigned slots have been selected.
4. Finally, any remaining unassigned slots, upon conclusion of all steps as outlined above, shall be assigned by the Public Works Director to the least senior qualified employee within the affected division.

Employees participating in the standby duty will be provided with a designated "on call" cell phone that will be their primary method of getting contacted while on standby duty.

B. Land Management Division Public Works Department. Additional Divisions.

The following standby policies are hereby established for State Licensed Aquatic Facilities, and Forestry operations of the Land Management Division of the Public Works Department. A standby rotation roster shall be established for each operation as provided herein. Each slot on a standby rotation roster shall constitute one week of standby duty.

1. State Licensed Aquatic Facilities.

A standby roster shall be established for State Licensed Aquatic Facilities which open during any given season. The roster shall contain a minimum of four (4) standby slots. Each standby slot shall represent one (1) week and shall rotate with the remaining standby slots. Weekly standby hours shall be Monday 6:30 a.m. to Monday 6:30 a.m. (or Tuesday at 6:30 a.m. if the preceding Monday was a covered holiday). The standby rotation roster shall be established by March 1st of each year and shall commence with the introduction of treated water to any covered location, and shall cease when all locations have been emptied of water for the season. Starting with the most senior qualified employee, such qualified employees shall be given the option of selecting a spot on the roster. An employee may select up to two (2) slots provided all other qualified employees have had an opportunity to bid and the minimum four (4) slots have not been filled. In the event that all qualified employees have had an opportunity to bid and there remains fewer than four (4) slots filled, the Land Management Superintendent shall place qualified employees within the remaining unfilled slots up to the minimum required, starting with the qualified employee with the least Divisional seniority.

Trading of days or weeks with other qualified personnel may be allowed subject to prior approval of the Land Management Superintendent, provided that 72 hours notice is provided to the Land Management Superintendent. Such notice may be waived for emergency situations at the discretion of the Land Management Superintendent.

The standby rotation roster, once established, shall remain in effect for the duration of the

season, as referenced above, and shall be rebid by March 1st of the following year. Employees shall not be allowed to withdraw from the roster before the expiration of its term, except with the prior approval of the Land Management Superintendent. In the event that during the term of this roster a person thereon leaves the employment of the City or is permitted to withdraw, the remaining slot/slots shall be filled in the following manner:

1. By volunteer from qualified employees already on the roster, as determined by such qualified employee's Divisional seniority.
2. By volunteers from qualified employees within the affected Division, but not already on the established roster, as determined by such qualified employee's Divisional seniority.
3. Should slots still remain unfilled after all qualified volunteers have been given an opportunity to bid, remaining slots shall be filled by the Land Management Superintendent through appointment of qualified employees beginning with the qualified employee having the least Divisional seniority.

Any employee on the standby rotation roster shall additionally be responsible for any/all regular Saturday and Sunday maintenance falling within their standby week

Standby personnel will be responsible for all covered locations during their week on rotation only after such standby personnel have been trained at all locations.

Minimum qualifications to be placed on the roster shall be:

Pool/Spa Operators Certification or Aquatic Facilities Operators Certification; and

At least one (1) cumulative season experience at the City of Elgin Pools.

In order to ensure smooth departmental operation, the minimum qualification provision may be waived to allow additional personnel on the roster upon mutual agreement of the Land Management Superintendent and the Union Chairman or designee.

2. Forestry Operations.

A standby roster shall be established for Forestry Operations. The roster shall contain a minimum of four (4) standby slots. Each standby slot shall represent one (1) week and shall rotate with the remaining standby slots. Weekly standby hours shall be Monday 6:30 a.m. to Monday 6:30 a.m., or Tuesday at 6:30 a.m. if the preceding Monday was a covered holiday. The standby rotation roster shall be established and shall run from January 1 until December 31 each year.

Starting with the most senior qualified employee in the relevant operation, qualified employees shall be given the option of selecting a slot on the roster. An employee may select up to two (2) slots provided all other qualified employees have had an opportunity to bid and the minimum four (4) slots have not been filled. In the event that all qualified employees have had an opportunity to bid and there remain fewer than four (4) slots filled,

the Operations Engineer shall place qualified employees within the remaining unfilled slots up to the minimum required, starting with the qualified employee with the least Divisional seniority.

Trading of days or weeks with other qualified personnel may be allowed subject to prior approval of the Operations Engineer provided that 72 hours notice is provided to the Operations Engineer. Such notice may be waived for emergency situations at the discretion of the Operations Engineer.

The standby rotation roster, once established, shall remain in effect for the duration of the calendar year and shall be re-bid by December 1 each year. Employees shall not be allowed to withdraw from the roster before the expiration of its term, except with the prior approval of the Operations Engineer. In the event that during the term of this roster a person thereon leaves the employment of the City or is permitted to withdraw, the remaining slot/slots shall be filled in the following manner:

1. By volunteer from qualified employees already on the roster, as determined by such qualified employee's Divisional seniority.
2. By volunteers from qualified employees within the affected Division, but not already on the established roster, as determined by such qualified employee's Divisional seniority.
3. Should slots still remain unfilled after all qualified volunteers have been given an opportunity to bid, remaining slots shall be filled by the Operations Engineer through appointment of qualified employee beginning with the qualified employee having the least Divisional seniority.

Minimum qualifications to be placed on the roster shall be:

- A. Certified Arborist License;
- B. Class B CDL Driver's License;
- C. Applicators License; and
- D. Assigned to the Forestry Workgroup

Call in Procedure for Forestry Operations:

Recognizing that Forestry Call-in can vary from simple branch removal to long term emergency storm response, and recognizing the City's intent to respond to all Forestry related issues in a proactive manner, the City may, at its discretion, place additional personnel on standby to address any potential issue. Additionally, the following establishes the standard call-in procedure for Forestry:

1. To ensure the quickest response time, the first call for response, in any given week, shall go to the employee currently on standby for that week. Employee shall respond to any call-in within the agreed upon time limits set forth elsewhere in this document.

2. Upon notification, the on call employee shall alert the City Forester or designee and provide a description of what has occurred or is occurring. The City Forester, or designee may, upon being informed of the current situation status, report to the incident site for further or more detailed assessment; thereafter the City Forester or designee shall make any decision concerning calling in additional resources to ensure safe response. The City Forester shall not substitute himself in place of a Union employee in staffing an event.

3. If additional personnel are required, they shall be called in using the following procedure:

(a) By Workgroup Seniority within the Forestry Workgroup

(b) By Divisional Seniority from the established volunteer storm response list.

For safety reasons, and in compliance with OSHA regulations, any chainsaw or chipper work performed on emergency call-in shall require a minimum of two Union employees present. Should an additional crew, (required to work in locations separate from the initial response crew) be called in order to ensure proper response, such crew shall also have a minimum of two Union employees present as defined above.

Due to the dangerous work involved in Forestry emergency response, employees on such emergency response shall not be required to work more than sixteen (16) straight hours or sixteen (16) hours in a 24 hour period. Employees shall immediately notify the City Forester or his designee of any safety issues of which such employee has or should have reasonably become aware. The City shall reasonably respond to any safety related notification.

Qualifications to be on the Forestry Supplemental Call List:

1. Class B CDL Driver's License;
2. Chainsaw Operation Certified, or minimum 6 months experience in chainsaw operations;
3. Experience working with wood chipper equipment;
4. Ability to lift and carry at least 50 pounds repeatedly; and
5. An understanding of safety procedures.

Employees may volunteer to be on the Forestry Supplemental Call List without #2 provided their work does not involve chainsaw operation and they function as a basic laborer only in such situations.

Section 15. Snow and Ice Control Plan Staffing. Snow and ice control plan staffing shall be subject to the provisions of the Snow and Ice Control Plan Staffing Agreement attached hereto as Attachment F.

Section 16. Other Standby. Where need dictates, and the City, in its judgment decides to establish a standby policy for any other division(s) covered by this agreement, the City, while developing such standby policies, shall take into consideration the format of existing standby policies, and shall solicit input from the union and from employees affected by any such new policies.

Section 17. Call-outs. When an employee is called back to work after having completed their assigned work or shift, or when they are called out on their day off, such employee shall receive a minimum of two (2) hours compensation, or their actual time, whichever is greater, at one and one-half (1-1/2) times his/her straight time rate of pay for the minimum two (2) hours or his/her actual time, whichever is greater.

Section 18. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For example, daily and weekly overtime will not be paid for the same hours worked.

Section 19. Light Duty and Overtime. If an employee on light duty requests an overtime assignment, according to the terms of the City's, or his/her work group's, department's or division's policy, or pursuant to any applicable bargaining unit agreement on overtime assignments, such request shall be submitted in writing to the Department Head, who shall approve or deny such overtime request in his/her sole, reasonable discretion. The Department Head shall base such consideration upon the following factors:

1. The employee's stipulated medical or physical limitations;
2. The physical requirements and environment of the overtime assignment;
3. Whether the overtime assignment requires performance by a crew or a single person; and
4. If the overtime assignment requires performance by a crew, whether the overtime assignment can reasonably be divided among the crew members so as to accommodate the employee's limitations without causing:
 - a. an unreasonably inequitable distribution of labor to other employees;
 - b. an unreasonable risk to any other person; or
 - c. an unreasonable risk to the affected employee.

Provided, however, that in the event the contemplated overtime assignment consists of job functions currently being performed by the employee on light duty, such employee shall be deemed to be eligible for the overtime assignment based on the above factors.

ARTICLE XI
Holidays and Personal Days

Section 1. Recognized Holidays. The employees covered by this Agreement are eligible for the following holidays:

1. New Year's Day
2. Martin Luther King Jr. Birthday
3. Memorial Day
4. Juneteenth, effective January 1, 2023
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The day following Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

Section 2. Holiday Observance. The standard observance of recognized holidays will be on the day they occur. For employees whose regularly scheduled work week does not include Saturday and/or Sunday: when a holiday falls on Saturday, the preceding Friday shall be observed, and when a holiday falls on Sunday, the following Monday shall be observed. If Christmas and New Year's Eve fall on a Friday, that Friday plus one floating holiday shall be granted for each of Christmas and New Year's Day. If Christmas and New Year's Eve fall on a Sunday, the following Monday plus one Floating Holiday shall be granted for each of New Year's Eve and Christmas Eve.

Section 3. Floating Holiday Pay Eligibility. Employees will be eligible for cash payment if a floating day scheduled as time off is canceled by the Department Head because of emergency reasons and cannot be rescheduled by December 31st. Such payment shall be equal to his/her straight-time hourly rate of pay times eight.

Section 4. Holiday Pay Eligibility. In order to be eligible for holiday pay, the employee must work his/her last full scheduled working day before and immediately following the day observed as a holiday, unless one of these days is the employee's scheduled day off or unless the employee is excused in writing by his/her supervisor because said employee is off work as a result of authorized paid leave. If an employee has been required to submit a written statement as provided in Article XIII, Section 5, in the previous 12 month period, and said employee takes a sick day either the day immediately before or immediately after a holiday, the employee will not receive holiday pay.

Section 5. Holiday Remuneration. Non-shift employees who do not work on an observed holiday shall receive eight (8) hours' holiday pay at his/her straight-time hourly rate.

A non-shift employee required to work on an observed holiday because of a call-out will be paid at the applicable overtime provisions in addition to his/her holiday pay.

Section 6. Shift Holiday Pay. Any shift employee assigned to work a schedule with two (2) or more shifts in a twenty-four hour shift operation, working on any holiday, shall receive holiday pay at one and one-half (1-1/2) times the normal rate of pay for all hours worked on the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall have the option of receiving holiday pay at the applicable rate of pay or requesting alternative scheduled holiday time off to be taken only on a Thursday maintenance day, within six (6) months of the recognized holiday.

Section 7. Personal Days. Employees shall be eligible for four (4) personal days in any one payroll year for all employees on the payroll as of January 1st. Employees hired after January 1st but before June 30th of the same payroll year shall be eligible for two (2) personal days.

A. Non-shift Employees. Non-shift employees requesting a personal day shall give at least twenty-four (24) hours notice, except in an emergency, in which case the employee shall give as much notice as is reasonably possible.

B. Shift Employees. For purposes of interpretation of this section, shift employees assigned to an operation with a twenty-four (24) hours schedule consisting of an eight (8) hour workday shall receive personal days as set forth above. Any time off for a personal day shall be scheduled with the approval of the employee's immediate supervisor or his designee and any such approval shall not be unreasonably withheld provided that if one employee on the same shift has already requested that day as a personal day, any additional requests may be denied without being deemed unreasonable.

ARTICLE XII Vacations

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

Years of Continuous Service	Length of Vacation
First (1st) year to sixth (6th) anniversary	Two (2) weeks - 80 hours
Seventh (7th) year to thirteenth (13th) anniversary	Three (3) weeks - 120 hours
Fourteenth (14th) year to twenty-first (21st) anniversary	Four (4) weeks - 160 hours
Twenty-Second (22nd) year and over	Five (5) weeks - 200 hours

The employee's anniversary date of continuous employment from the last date of hire as a full-time employee shall be the basis of calculation for length of service. This section shall not be

construed so as to limit any employee's ability to request and utilize earned vacation time during or within such employee's first full year of employment.

Section 2. Vacation Accrual. Vacation hours are accrued each bi-weekly pay period if the employee is paid for a minimum of sixty (60) hours, inclusive of holiday, vacation, sick leave, worker's compensation or authorized leave. An employee does not earn vacation hours while he/she is absent "without leave"; on "leave without pay"; or extending out accrued vacation hours upon retirement. Employees shall be allowed to accumulate vacation according to the provisions of the City Ordinance S14-97, providing for the accumulation of vacation leave, as the same may be changed from time to time by the City Council.

Section 3. Vacation Pay. For each week of vacation, an eligible employee shall be entitled to a vacation allowance of forty (40) hours' pay (8 hours per day) at the employee's regular straight-time hourly rate of pay.

Section 4. Increasing Vacation. The annual vacation leave an employee actually takes in any payroll year may be increased by the conversion of accrued sick leave. An employee with more than sixty (60) accrued sick leave days, which is the equivalent of 480 sick leave hours, is eligible to convert and take up to five (5) additional vacation days in the payroll year, as long as the remaining balance of accrued sick leave days shall not total less than sixty (60) days. Such conversion shall be three (3) days of sick leave for one (1) additional day of vacation leave. Such additional vacation leave shall be taken during the same payroll period as it is converted, and shall be scheduled only after all other employees in the department or division have scheduled their vacation leave. Shift employees shall be allowed to utilize shift-trades for the purpose of extending authorized leaves. Requests for shift-trades may be denied if such requests conflict with other authorized leaves of absence or vacations. Trades shall only be allowed between employees who are qualified to do each others' jobs.

Section 5. Scheduling of Vacation. Vacation shall be scheduled insofar as is practicable, at a time most desired by each employee, with preference being given to employees on the basis of full-time city-wide seniority. The final right to designate vacation periods and the number of employees who may be on vacation at any one time is solely and exclusively reserved to the City through the applicable department head in order to insure the orderly operations of the City and department. The granting of vacation times shall not be unreasonably denied, however; and unless specifically modified elsewhere in this Agreement, a minimum of two (2) employee requests per division/workgroup, as is applicable, shall be made available for vacation usage.

Section 6. Vacation to Sick Time Transfer. Any covered employee may, at his/her discretion, convert unused vacation time into sick time for the purposes of extending their service credit upon retirement or providing additional coverage for approved FMLA leave. The following restrictions shall apply to any utilization of this section:

1. The employee must have already vested in the IMRF pension program;
2. The employee may not extend FMLA coverage beyond the twelve (12) week maximum allowed under law;

3. The employee may not convert more than five (5) days per year for a maximum of five (5) years;
4. The employee must be eligible for a sick leave bonus (at any level) in the same year in which such conversion is being sought;
5. The employee must notify the Human Resources Department of his/her intent to convert vacation time to sick time thirty (30) days prior to the end of the calendar year in which such conversion is sought. The Human Resources Department, upon such notification, shall provide to the employee a written receipt of such notification along with notice of how much time is being approved for conversion; and
6. Such conversion shall take place at the end of the last pay period of the fiscal year in which it is requested.

ARTICLE XIII

Sick Leave

Section 1. Sick Leave Accumulation. Employees covered by this Agreement hired prior to January 1, 2019, shall earn sick leave by accumulating the equivalent of one (1) day (8 hours) for each full month of continuous service. Employees covered by this Agreement hired on or after January 1, 2019, shall earn sick leave by accumulating an equivalent of .5 sick day (4 hours) for each full month of continuous service. Sick hours are accumulated each payroll period if the employee is paid a minimum of sixty (60) hours inclusive of holidays; personal days; vacation; sick leave; worker's compensation; or authorized leave "with pay." An employee does not earn sick hours while he/she is absent "without leave"; on "leave without pay"; or extending out accrued vacation hours upon retirement. Employees may accumulate sick leave up to a total maximum accrual of 241 sick days; which is the equivalent of 1928 hours of sick leave.

Section 2. Sick Leave Allowance. Sick leave is a term insurance-type benefit that should be used by the employee only when needed and an employee may charge time to sick leave only for the following reasons:

- Non-service related illness or injury of an employee that renders him/her unable to perform the duties of his/her position, except that an employee shall not be eligible for sick leave benefits under this section for injuries incurred while working for another employer where the employee is receiving Worker's Compensation from the other employer or would be eligible to receive Worker's Compensation.
- Illness of a member of the employee's immediate family requiring the employee's personal care and attendance, and which would create a hardship on the employee or the employee's family if such employee reported to work.
- Death of a member of the employee's immediate family for which up to three (3) consecutive workdays may be charged to sick leave. Members of the immediate family

shall include: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, stepchild and stepparent.

- Funeral of a close friend or relative. Such leave shall be limited to travel time and necessary attendance at the funeral.
- The first three (3) days off work because of an on-the-job injury, when said days are not covered by the State of Illinois Worker's Compensation Statutes.

Section 3. Sick Leave Pay. The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect at the time the sick leave is being taken. Requests for paid sick leave shall not be made in excess of the total hours of accrued sick leave. When an absence chargeable to sick leave exceeds accrued sick leave hours, the balance will be charged to accrued vacation hours or personal leave hours.

Section 4. Notification. It is the responsibility of each employee requesting paid sick leave to notify their immediate supervisor, other supervisors within the department, or other employee(s) that may be designated by the supervisor, if the supervisor is not available, of such request for paid sick leave. Said notification shall be made at least (30) minutes (sixty (60) minutes for employees assigned to a work scheduled with two (2) or more shifts) before the employee's scheduled starting time. An employee who becomes ill during work shall notify their immediate supervisor, other supervisors within the department or other employee that may be designated by the supervisor if the supervisor is not available, before leaving work. The lack of the aforementioned notification shall cause the employee to be absent without pay, unless the employee can document that it was impossible to provide such notification. Sick leave notification must be made each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's supervisor. A doctor's slip may be required for absences on days before and after a paid holiday where there is a record of abuse of sick time.

Section 5. Employee Release. When absences chargeable to sick leave are in excess of five (5) consecutive work days, or when repetitive absences occur, or when there is a pattern of sick leave absences, the City may require that such absences be supported by the presentation of a written statement from a licensed practicing physician certifying the employee's inability to work while absent. For the purposes of this section, a pattern of sick leave absences shall include multiple instances where sick leave is taken: (1) in conjunction with another day off (e.g. scheduled days off, vacation days, compensatory time, holidays); (2) on weekends or holidays; (3) on the same day of the week; or (4) on a day which was previously requested by the employee as a day off but not granted. Any employee who is absent for ten (10) or more consecutive work days due to sickness or injury shall be required to secure and submit before returning to work a written statement from a licensed practicing physician which includes a statement certifying the employee's capacity to return to work and resume full duties of their position and certifying the existence of a reasonable medical reason for the absence in question. Employees shall in all instances (including, but not limited to, any grievance proceedings) have the burden of proof to establish that use of sick leave was for an authorized reason. The required burden of proof shall be to a reasonable degree of medical certainty. An employee certified by a written physician's statement as capable for light duty work may be required to return to work for such light duty

work. Any written release or certification must be submitted to the employee's supervisor before the employee will be permitted to return to work.

Section 6. Sick Leave Incentive Recognition. In recognition of the non-use of sick leave, all employees on the payroll for the full payroll year (actually working a minimum of 1560 regularly scheduled hours) shall be eligible for a sick leave incentive recognition bonus for that year's accrued sick leave days in accordance with the following schedule:

<u>Citywide Seniority</u>	<u>Recognition Bonus</u>
1-6 years	\$20 per day
7-13 years	\$30 per day
14-19 years	\$40 per day
20 years and over	\$50 per day

Following the end of the payroll year, payment will be made for any bonus recognition for which an employee may be eligible.

Funeral Leave Exemption.

For the purpose of this section, sick leave utilized for the purpose of attending the funeral of a close friend or relative or due to the death of a member of the immediate family (up to a maximum of forty (40) hours) shall not be counted when computing the Sick Leave Incentive.

Section 7. Separation from Service. Employees, upon their resignation or retirement, may be eligible to convert accrued sick leave for severance pay. The employee with more than ninety (90) accrued sick leave days, which is the equivalent of 720 sick leave hours, may convert up to twenty (20) days or 160 hours of severance pay, as long as the remaining balance of accrued sick leave days shall not total less than ninety (90) days. Such conversion shall be at the rate of three (3) days of sick leave for one (1) day of severance pay.

ARTICLE XIV
Medical and Health Plans

Section 1. Medical and Health Coverage. Full-time employees who have been employed for at least thirty (30) days will be eligible to elect one of the following health and medical coverage options for themselves and their dependents. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed upon the effective date of this Agreement is substantially the same. Any difference between an employee (or his beneficiary) and the health plan provider(s) or the processor of claims shall not be subject to the grievance procedure as set forth in this Agreement.

Section 2. Medical Insurance. The City will offer a group medical insurance plan for the employee and their dependent(s). Notwithstanding the foregoing, or anything else to the contrary in this Agreement, employees hired on or after January 1, 2019, shall not be eligible to participate in the so-called PPO or HCA group medical insurance plans, and such employees shall be limited to

participating in the Health Maintenance Organization (HMO) or the High Deductible Health Plan (HDHP)/Health Savings Account (HSA) plan. Until December 31, 2019, employees hired prior to July 1, 2012, shall continue to pay 12% of the total cost of the premium for medical insurance. Effective January 1, 2020, employees hired prior to July 1, 2012 shall pay fifteen percent (15%) of the total cost of the premium for medical insurance. Employees hired on after July 1, 2012, shall pay twenty percent (20%) of the total cost of the premium for medical insurance. The City's basic comprehensive major medical insurance PPO1 plan for employees covered by this Agreement shall include annual deductibles not to exceed \$500 per person and \$1,000 per family.

Section 3. Health Maintenance Organization. The employee may, as an option, elect to participate in any eligible Health Maintenance Organization (HMO) certified with the City. Until December 31, 2019, employees hired prior to July 1, 2012, shall continue to pay 12% of the total cost of the premium for the HMO insurance. Effective January 1, 2020, employees hired prior to July 1, 2012 shall pay 15% of the total cost of the premium for HMO insurance. Employees hired on or after July 1, 2012, shall pay 20% of the total cost of the premium for HMO insurance.

Section 4. High Deductible Health Plan (HDHP)/Health Savings Account (HSA). Effective January 1, 2018, the employees may, as an option, elect to participate in a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) designated by the City. Until December 31, 2019, employees hired prior to July 1, 2012, shall continue to pay 12% of the total cost of the premium for the insurance coverage selected. Effective January 1, 2020, employees hired prior to July 1, 2012, shall pay fifteen percent (15%) of the total cost of the premium for the insurance coverage selected. Employees hired on or after July 1, 2012, shall pay twenty percent (20%) of the total cost of the premium for the insurance coverage selected.

Section 5. Dental. Employees covered by this Agreement who have been employed for at least thirty (30) days shall be eligible to participate in a dental insurance plan offered and administered by the City. Participation in the plan shall be at the employee's option. The full amount of the premium and liability for the plan shall be paid by the employee through payroll deduction. The monthly administrative fee for said plan shall be paid by the City.

Section 6. Early Retirement. An employee who is a participant in the Illinois Municipal Retirement Fund who retires and is qualified to receive an immediate pension may elect to continue participation in the City's group comprehensive major medical insurance program upon retirement. Said participation shall be available only on a continuous coverage basis and by the retiree paying 100% of the applicable premium, payable in advance on a monthly basis. If a retiree fails to make the applicable monthly payment by the beginning of the month, coverage will be terminated. The right of a retiree to continue coverage under the provisions of this Section shall terminate when the retiree (1) returns to active service, (2) loses his/her rights to pension benefits, or (3) dies. Notwithstanding anything to the contrary provided for by this agreement, bargaining unit members hired prior to March 1, 2010, who meet the eligibility requirements outlined in the city ordinance on the program for continuation of health insurance (Ordinance No. G70-02) shall be eligible for a retiree insurance premium subsidy pursuant to the said program.

The retiree insurance premium subsidy described above shall not be available to any employee hired after March 1, 2010. Such employees shall not be entitled to any retiree insurance premium subsidy.

Section 7. Health Insurance Opt-Out. Employees who have alternative health insurance coverage may elect to discontinue to participate in the City's health insurance plan pursuant to the City's health insurance opt-out program adopted pursuant to Resolution No. 05-38, as amended by Resolution No. 09-24. The opt-out benefit to such employees shall be in the annual amount of \$3,000 prorated based upon employment with the City during the applicable plan year and shall be paid at the employee's option either to a Health Reimbursement Account or in the form of additional compensation to the employee to be paid in a lump sum, less appropriate deductions, on the first pay day in December in the applicable plan year.

Section 8. HMO Stipend. Any employee who provides the City with a written commitment to opt for coverage under the City's HMO Blue Advantage insurance plan for a four year period on a form provided by the City shall receive a one-time cash payment of \$1,000 within two pay periods from the close of open enrollment and the employee's submission of the aforementioned form. In the event any such employee fails to fulfill or otherwise breaches said aforementioned four year written commitment, such employee shall agree to refund the aforementioned \$1,000 to the City at the rate of \$100 per pay period if such employee was previously covered under the City's Blue Cross/Blue Shield Blue Advantage HMO insurance plan prior to the date of the aforementioned written commitment. If the breaching employee was covered under the City's PPO or Blue Cross/Blue Shield HMO of Illinois (non-Blue Advantage) insurance coverage, such employee shall refund the City a proportionate share of the \$1,000 on a pro rata basis at the rate of \$100 per pay period.

Employees hired after January 1, 2018, shall not be eligible for the aforementioned stipend. It is agreed that the amendment to such date for eligibility for an HMO stipend shall not be retroactive and shall apply on an ongoing forward basis in the open enrollment for medical and health plans after this Agreement has been entered into.

Section 9. Notification of Qualifying Event. Employees shall notify the City's Human Resources Department of any qualifying event (e.g., divorce, birth of a child) within thirty (30) days of the event. If the employee fails to notify the City's Human Resources Department within the aforementioned time frame, the employee shall be responsible for and shall reimburse the City for the City's share of the additional premium if any.

ARTICLE XV Health Club Membership

The City shall agree to provide a Health Club Membership benefit, applicable only at the Centre of Elgin, for all covered Bargaining Unit Employees. The value of such membership shall be equal in amount to what is currently defined as the Silver Membership level. Should the City, during the term of this agreement, increase the cost of such Silver Membership, or its equivalent, the amount of benefit per covered Bargaining Unit member shall increase accordingly.

ARTICLE XVI Life Insurance

Effective the beginning of the first month immediately following the ratification of this Agreement

by both parties, the City shall provide each employee covered by this Agreement who has been employed full-time for thirty (30) days or more, with a paid \$70,000 group term life insurance policy (including accidental death and dismemberment). Employees in the bargaining unit may, at their option and at their cost, purchase additional group term life insurance up to double the base amount to the extent allowed by the carrier.

ARTICLE XVII
Tool Reimbursement

Non-probationary employees in the positions of Automotive Mechanic covered by this Agreement shall be eligible for an annual tool reimbursement. Said reimbursement shall be up to \$1,200 (\$3,000 effective January 1, 2023) for the Automotive Mechanics positions per calendar year, upon presenting receipts of tool purchases to their respective supervisors. Any employee receiving such allowance shall refund to the City any tool allowance amount paid by the City on a pro rata basis for any time period between such employee's separation of employment from the City and the end of the calendar year. City may deduct such refund amount from such employee's pay.

ARTICLE XVIII
Employee Discipline

Section 1. Employee Discipline. The City Manager may impose and enforce disciplinary measures against the employees covered by this Agreement. Such disciplinary measures against employees may include, but are not limited to, written reprimands, suspensions without pay or removal or discharge. No non-probationary employee covered by this Agreement shall be suspended for more than thirty (30) days or removed or discharged from employment with the City except for cause. Employees are expected to comply with and to assist in carrying into effect the provisions of established City Council policies, City Personnel Rules and Regulations and departmental rules and policies. When disciplinary action is warranted it shall normally be of an increasing progressive nature, the order normally being 1) written reprimand; 2) suspension without pay; and 3) demotion or dismissal. However, this normal progression shall not restrict the imposition of an advanced level of disciplinary action by the City whenever the situation warrants.

Section 2. Verbal Counseling. Generally, to the greatest extent practicable, employees shall be provided with verbal clarification and direction as to work performance which may violate any practice, policy or rule of the department or City, or which may otherwise constitute a basis for discipline if such behavior or performance is continued or uncorrected. Such verbal clarification, counseling or correction shall not constitute nor be construed as discipline. Such verbal clarification, counseling or correction may be included as part of an employee's next written performance review or evaluation, but shall not otherwise be included in an employee's personnel file. However, the provisions of this section shall not restrict the imposition of an advanced level of disciplinary action whenever the situation warrants.

Section 3. Meeting Prior to Suspension or Termination. No non-probationary employee covered by this Agreement shall be suspended or removed or discharged from employment with the City without first being given the opportunity to discuss in a meeting with the department head of the subject non-probationary employee the incident/situation giving rise to the proposed suspension

or removal or discharge. The foregoing provision that a non-probationary employee be given the opportunity to meet with the department head prior to the imposition of a suspension or removal or discharge shall not apply if the incident/situation involves alleged criminal or unlawful activity which in the reasonable opinion of management requires immediate action to maintain order or to protect the workplace or public safety. Disciplinary measures involving suspensions of thirty (30) days or more or removal or discharge from employment with the City may be imposed and served at the City's discretion at any time following the meeting provided for in this section. Disciplinary measures involving suspensions of twenty-nine (29) days or less and for which a timely and proper Step 3 grievance to arbitration has been filed shall be imposed and served only following and in accordance with an arbitrator's decision or the withdrawal or dismissal of the grievance to arbitration.

Section 4. Previous Discipline. Disciplinary actions for written reprimands (except for cases involving a violation of the City's anti-harassment/non-discrimination policy) shall not be used after five (5) years to justify subsequent disciplinary actions.

ARTICLE XIX Grievance Procedure

Section 1. Definition of Grievance. A grievance for the purpose of this Agreement is defined as a difference of opinion between an employee, or the Union, and the City with respect to the meaning or application of the terms of this Agreement or the inequitable application of rules, regulations, personnel policies or procedures as may be adopted by the City during the term of this Agreement or matters involving the suspension or the removal or discharge from employment with the City of non-probationary employees covered by this Agreement. Such disciplinary grievances shall be initiated at Step 2 of the grievance procedure. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions relating to disciplinary procedures and disciplinary hearings for civil service employees in the Civil Service in Cities Act at 65 ILCS 5/10-1-1, et seq., as amended, and in lieu of disciplinary proceedings before the City of Elgin Civil Service Commission; provided, however, that any grievances based upon inequitable discipline as between employees shall cite, in writing on the face of the grievance form, to a minimum of one instance in which a similarly situated employee received discipline on an inequitable basis to the grievant. Failure to so cite shall result in the grievance not being processed or entertained, and shall be deemed settled in favor of the City. In the event it is later determined that the citation to a similarly situated employee is incorrect, this error shall not affect the processing of the grievance in any way and the City shall continue to process and entertain the grievance. Further, if the Union submits an information request concerning discipline of similarly situated individuals, this will stay the time period for the filing of the grievance until seven (7) calendar days after the City's response is provided to the Union. For the purposes of this section, the term "similarly situated" shall not be construed to include non-bargaining unit employees. The City shall not be required to comply with the requirements of the Personnel Record Review Act (820 ILCS 40/0.01, et seq.), as amended, as a result of compliance with any such information request. No union member shall file any lawsuit based on an alleged violation of the PRRA resulting from the City's providing of information to the Union pursuant to this section.

Section 2. Meeting Prior to Filing of Grievance. Except for disciplinary grievances, no grievance shall be filed by an employee, group of employees or the Union without first giving the department head, or his/her designee, of the aggrieved employee(s) the opportunity to discuss in a meeting the incident/situation giving rise to the grievance. Neither party shall knowingly withhold any relevant information. Should previously undisclosed information become known by either party at any stage of the grievance process, such information shall be immediately disclosed to the other side. Any such information disclosed during any hearing step of any grievance which has not been heretofore disclosed to both parties prior to such hearing step, upon such disclosure, shall, upon request of either party, cause an immediate recess of the current step for a time period of seven (7) calendar days (or as may be mutually agreed between both parties) so that the party receiving such previously undisclosed information shall have sufficient opportunity to review such newly disclosed evidence and re-present its position as may be necessary.

Meetings and hearings shall be held at such times as shall be mutually agreed to, but shall in no event, except at management's sole discretion, be held at times that require shift adjustments or overtime payments to cover attendance at such meetings or hearings.

The meeting to discuss prior to the filing of the grievance shall take place no later than seven (7) City Hall business days, unless otherwise mutually agreed by the parties, of the date of the event giving rise to the grievance or the date the aggrieved employee(s) should have known of the occurrence of the first event giving rise to the grievance; provided, however, that the deadline to file a grievance may be extended in order to provide an opportunity for the Department Head and the Union to meet. A "notice of intent to grieve" shall not constitute a notice of opportunity to meet, and shall not constitute the filing of a grievance, and shall have no effect.

Any grievance filing time limits shall be stayed an equivalent number of days from the date of the filing of the notice of opportunity to meet (sent from Union to Department Head) to the date of either Department Head's written response following the holding of such a meeting or a written waiver of the opportunity to meet by the Department Head. If the Department Head does not respond to the notice of opportunity to meet within five (5) City Hall business days of his receipt of said notice, the opportunity to meet provided for herein shall be deemed waived.

Section 3. Grievance Procedure. Recognizing that any grievance should be raised and settled promptly, a grievance must be filed no later than ten (10) calendar days from the date of which the aforementioned meeting prior to the filing of a grievance took place or of which the last date by which the meeting prior to the filing of a grievance should have taken place. A grievance shall be processed as follows:

STEP 1: Meeting with Department Head. The employee, group of employees, or the Union shall file the grievance in writing to the applicable department head within ten (10) calendar days of the date of the meeting provided for in Section 2 ("Section 2 Meeting") herein; within ten (10) calendar days of the last date to respond to any Section 2 Meeting opportunity to meet notice; or within ten (10) calendar days of the date of any waiver of a Section 2 Meeting opportunity to meet, whichever is earliest. The department head or designee shall schedule a meeting within seven (7) calendar days of receipt of the grievance. Such meeting will be held with the aggrieved employee(s), the Union Chairman

or designee, and either the steward of the affected employee(s) or the relevant department vice-chairperson. The Management representative will give his answer in writing within seven (7) calendar days of the meeting.

STEP 2: Appeal to City Manager. If the grievance is not settled in Step 1, and the aggrieved employee(s) and the Union decide to appeal from a Step 1 answer when applicable, the Union shall, within seven (7) calendar days after receipt of the Step 1 answer, file a written appeal or initial grievance as may be appropriate with the City Manager. A meeting between the City Manager, or his designee, and the appropriate Union representative, shall be scheduled within ten (10) calendar days of receipt of such appeal or initial grievance. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within ten (10) calendar days of the meeting.

If the grievance concerns the imposition of discipline, the aggrieved employee(s) and the Union shall within ten (10) calendar days of the aggrieved employee(s) receiving notice of the proposed discipline from the City, file such written grievance with the City Manager. A meeting between the City Manager or his designee, and the appropriate Union representative, shall be scheduled within ten (10) calendar days of receipt of such grievance. If no settlement is reached at such meeting, the City Manager or his designee shall give his answer in writing within ten (10) calendar days of the meeting.

STEP 3: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may give written notice to the City Manager within ten (10) calendar days after receipt of the City's answer in Step 2 of its initial intent to proceed to arbitration. The Union shall notify the City no later than ninety (90) days from the date of the above-referenced written notice as to whether the SEIU Local 73 Arbitration Committee has agreed to proceed to arbitration. If no such notice is received by the City by such date; or if the aforementioned notice informs the City that the Union is declining to arbitrate the grievance, the matter shall be deemed to be resolved as determined in Step 2. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, the parties shall then use one of the arbitrators listed in Attachment G hereto. Such arbitrators shall be assigned/selected on a rotational basis subject to availability commencing with the first named arbitrator on such listing. Such listing of arbitrators as set forth in Attachment H hereto may be amended from time to time by the parties by mutual agreement of the parties. The arbitrator shall be notified on his/her selection by a joint letter from the City and the Union, requesting that he/she set a time and a place for a hearing, subject to the availability of the City and Union representatives.

For grievances involving the suspension or the removal or discharge from employment with the City of non-probationary employees covered by this agreement, the parties agree to request that the arbitrator schedule a hearing for such disciplinary grievances within thirty (30) days of the arbitrator's notification

of selection, and shall also request that each arbitrator in such disciplinary grievances render a decision within thirty (30) days of the date of any such hearing. In the event any

arbitrator fails to conform to the aforementioned time restrictions it shall be without prejudice to either party.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding. The costs of the arbitration proceeding, including the fee and expenses of the arbitrator, shall be divided equally by both parties. Arbitration proceedings shall be transcribed by a court reporter, the cost of which shall be divided equally by the parties.

Section 4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City. If the city fails to provide an answer within the time limits so provided or schedule a required meeting within the specified time, the Union may immediately appeal the grievance to the next step. The parties may mutually agree in writing to extend any time limits provided for in this Article. Where the parties mutually agree in writing, more than one grievance may be submitted to the same arbitrator. All time limits provided for herein shall be jurisdictional.

Section 5. Investigation and Discussion of Grievances. All grievances resulting in suspension or discharge of an employee(s) shall be subject to immediate investigation by the Union and its off-duty employee delegate(s) during working hours. Discussion and investigation of grievances relating to other issues shall take place outside of working hours unless otherwise agreed to by the City.

Section 6. Precedence of Agreement. If there is any conflict between the specific terms of this Agreement and any City rules, regulations or policies, the specific terms of this Agreement shall be controlling. If an employee believes that there is such a conflict, the employee may file a grievance in accordance with the provisions of this Article.

ARTICLE XX Disciplinary Investigation

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation requiring an interrogation, such interrogation shall be scheduled at a reasonable time and at such City facility as determined by the City. Prior to the interrogation the employee shall be informed of the general nature of the investigation. The employee shall be allowed to have an elected Union representative present during the interrogation.

ARTICLE XXI Americans With Disabilities Act

Notwithstanding any other provisions of this Agreement, the employer may take any action which may be required by the provisions of the Americans with Disabilities Act.

ARTICLE XXII
DOT Drug and Alcohol Testing

The City and the Union are aware of the requirements of the DOT Alcohol testing rules and the expanded DOT Drug Testing rules and hereby agree that all employees who possess a Commercial Driver's License shall be subject to mandatory treatment and/or discipline, upon failing required drug or alcohol tests, within a one hundred twenty (120) month period, as follows:

3. First Incident – A mandatory evaluation and counseling with a City-approved substance abuse professional under such terms and conditions as may be determined by such substance abuse professional in their sole discretion.

2. Second Incident – Mandatory participation in a City-approved rehabilitation program to be selected at City's discretion for a period not to exceed twenty-four (24) months. Such twenty-four (24) month participation period shall not be construed as a limitation on any follow-up testing period requirements as may be required by this policy.

3. Third Incident – Termination.

All other employees, not subject to DOT alcohol and drug testing, shall be afforded these same rights, as necessary.

Employees who temporarily lose driving privileges, except for employees who refuse to submit to required DOT testing, may be allowed, at management's discretion, to continue their employment for as long as the alternate assignment not requiring a driver's license is available; provided, however, such discretion shall not be unreasonably or arbitrarily applied.

Management shall consider the skills and training of the employee desiring an alternate assignment and available assignment opportunities, if any, within the employee's Department when determining the appropriateness of an alternative assignment. No employee performing a light duty assignment shall be displaced by any employee under this section. Additionally, an alternate assignment may be terminated if necessary to fulfill the light duty restrictions of any employee with an active worker's compensation case.

All testing requirements shall be subject to and testing shall be performed in accordance with the applicable provisions of the DOT procedure.

ARTICLE XXIII
Direct Deposit

All new members of the bargaining unit covered by this Agreement shall establish and maintain an account which will permit such employees to receive their paychecks via direct deposit. All members who receive their paychecks via direct deposit as of December 25, 2005, shall continue to maintain a direct deposit account.

ARTICLE XXIV
Video Surveillance Cameras and GPS/Locating Technologies

The City shall provide the Union with written notice prior to the installation and use of any video surveillance equipment in exclusively non-public employee work areas, such as offices and cubicles, not currently installed; provided, however, that the City shall not be required to provide the Union with notice of the installation and use of such equipment, including but not limited to covert video surveillance equipment, when such installation and use of video surveillance equipment is pursuant to a criminal investigation, or pursuant to an internal investigation being conducted by the City. Premises at which covert video surveillance might be utilized pursuant to an internal investigation conducted by the City shall include signage posted near the main entrance of the premises which reads: "Premises may be under video surveillance."

The City shall be entitled to use GPS and/or other locating technology data as evidence for all disciplinary or other lawful purposes.

ARTICLE XXV
Purchase of Old Surplus City Cell Phones

Employees covered by this Agreement shall be permitted to purchase old surplus City cell phones that become available after a replacement of such cell phones by the City. The determination of whether a cell phone is deemed surplus and available for purchase shall be determined by the City. Employees may purchase such surplus cell phones for \$25 and the timing of such purchase shall be subject to the availability of City employee(s) to process and reprogram such surplus cell phones so as to make them available for sale to employee(s). Employees purchasing such surplus cell phones shall also be required to sign a bill of sale in a form as approved by the City's Corporation Counsel which will acknowledge in part that the sale of surplus cell phones is without any representations or warranties and the conveyance and sale is in an "as is" condition.

ARTICLE XXVI
Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinance and regulations of the United States of America, the State of Illinois, or the Counties of Cook and Kane, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXVII
Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each

voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, fringe benefits or terms and conditions of employment unless such discussion is mutually agreed to by both parties.

ARTICLE XXVIII

Term

Unless specifically provided otherwise, this Agreement shall be in full force and effect as of the date it is ratified by both parties and shall remain in full force and effect until the 31st day of December, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date set forth above that it desires to modify this Agreement. If either party submits such written notice, the parties' designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire Agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

EXECUTED THIS 13th day of July, 2022, after approval by the City Council, City of Elgin, and after ratification by the Union membership.

FOR THE CITY:

By 
Richard G. Kozal
City Manager

FOR THE UNION:

By Matt Mattingly
Print Name Matt Mattingly
Its Unit President

ATTEST:

By 
City Clerk

ATTEST:

By 
Print Name Joseph Richert
Its Secretary-Treasurer

ATTACHMENT A

Job Classifications

Arborist
Automotive Mechanic
Electrical Worker I – Public Works
Electrical Worker II – Public Works
Electrical Worker Water
Engineering Inspector
Equipment Operator
Fleet Services Lead Mechanic
Golf Course Mechanic
Greens Worker
Instrumentation Service Worker
Land Management Grounds Worker
Land Management Grounds Laborer
Land Management Crew Leader
Land Management Maintenance Technician
Land Management Safety Inspector
Lead Meter Shop Worker
Lead Utilities Maintenance Mechanic
Sewer Crew Leader
Sports Complex Lead Worker
Streets Crew Leader
Streets Lead Worker
Traffic Control Crew Leader
Traffic Lead Worker
Utility Locator
Utility Maintenance Mechanic
Utility Maintenance Technician
Utilities Technology Service Worker
Utility Worker
Water Distribution Crew Leader
Water Distribution Inspector
Water Laboratory Assistant
Water Meter Servicer
Water Meter Maintenance Person
Water Service/Maintenance Laborer
Water Cross Connection Control Person
Water Treatment Laborer
Water Treatment Operator I
Water Treatment Operator II
Water Treatment Relief Operator I
Water Treatment Relief Operator II

ATTACHMENT B – INTENTIONALLY OMITTED

Attachment C
Service Employees International Union Local 73
Elgin Public Works Chapter

300 S. Ashland Ave., Suite 400, Chicago, IL 60607-2746

Office: 312.787.5868 Fax: 312.337.7768

Chapter President: Matt Mattingly

NEW EMPLOYEE FORM

PLEASE PRINT

First Name; _____

Last Name; _____

Home Address; _____

City _____ State _____ Zip _____

Home Phone _____

Cell Phone _____

E-Mail _____

Job Classification/Position _____

Work Site _____ Shift _____

Date of Hire _____

Union Card Signed Date _____ COPE Card Signed Date _____

LOCAL 73



SEIU

Stronger Together

ATTACHMENT D – INTENTIONALLY OMITTED

ATTACHMENT E

Fleet Safety Program

SCOPE

This policy covers all employees who are allowed access to a City of Elgin's vehicle and is designed to minimize equipment abuse, injuries to City of Elgin's vehicle operators and the motoring public.

PURPOSE

The purpose of this program is to ensure proper driver selection, training, supervision and vehicle maintenance practices for employees allowed access to a City of Elgin vehicle.

DRIVER QUALIFICATION

Every new employee who will operate a City of Elgin vehicle or their own personal vehicle on city business will be required to supply evidence of a valid driver's license. A copy of the license should be obtained by Human Resources and filed in the employee's personnel file for future reference.

Before any employee is initially assigned to operate a city vehicle or use their own vehicle on city business, they shall complete the City of Elgin "Driving Record Report" listing any prior accidents and/or moving violations. This report should be correlated with the state MVR report to verify the accuracy of data received.

All employees who regularly drive a City of Elgin vehicle, or their own vehicle on city business, must have an acceptable driving record, as defined by this policy, on file. Those lacking an acceptable record shall be restricted from driving on city-related business as provided for herein or pursuant to the collective bargaining agreement.

At the minimum, annual MVR reviews will be run by the City Police Department on anyone involved in regular use of a personal or City of Elgin vehicle for city business. Employees with prior accidents may be reviewed on a more frequent basis. The Human Resources Department will provide the police department with appropriate employee names for the MVR checks.

LIST OF MAJOR VIOLATIONS

1. Leaving the scene of an accident.
2. Eluding or attempting to elude a police officer
3. Participating in an unlawful speeding or racing contest.
4. Hit & run.
5. Vehicular homicide or assault with a vehicle.
6. Reckless driving or driving to endanger life.
7. Driving under the influence (including all alcohol and drug related violations).
8. Traffic violation resulting in death.

9. Operating with a suspended license when the driver knows, or should have known, of the suspension, or if the suspended or revoked license is based on driving-related, non-administrative matters.

CURRENT EMPLOYEE DRIVING RECORD REQUIREMENTS

For any current city vehicle operator, the following vehicle driving policy shall apply:

- ◆ All employees shall be required to obtain and maintain a valid Illinois driver's license for the type of vehicle(s) operated, as provided below:
- ◆ Driver's Licenses: For positions for which a driver's license is required in the job description as written at the time of the affected employee's date of entry into the position, possession of a valid driver's license in the appropriate classification shall constitute an essential job function. Employee's driving records must comply with the driving record requirements outlined in the City's Fleet Safety Program. An employee whose license is suspended may be considered for an alternate assignment as detailed in Article XXII of the Agreement between the City of Elgin and SEIU Local 73.
- ◆ For any employee who is convicted of two (2) moving violations and/or at-fault accidents (regardless of severity) in one calendar year, on or off the job, the employee will be required to attend a defensive driving course. Proof of class participation will be required. Classes will be at City expense and scheduled during work hours if possible. No overtime shall arise out of or be incurred due to attendance at such classes.
- ◆ If an employee is convicted of three (3) moving violations and/or at-fault accidents (regardless of severity) in one (1) calendar year, the individual will lose their driving privileges until mandatory attendance at a defensive driving course. Proof of class participation will be required. Classes will be at City expense and scheduled during work hours if possible. No overtime shall arise out of or be incurred due to attendance at such classes.

An employee who is convicted of any of the above 9 major violations/accidents must inform the Department Head immediately. If such conviction results in a loss of driver's license, the employee may be assigned an appropriate non-driving job as outlined in Article XXII of the Agreement between The City of Elgin and SEIU Local 73. If such conviction occurred due to an on the job accident, the employee may be disciplined or terminated if the case review warrants.

An employee returning to driving duties after any suspension shall participate in a defensive driving course. Proof of class participation will be required. Any second offense involving a major violation/accident offense within a three-year period will be grounds for automatic vehicle suspension and/or possible termination. (If there are mitigating circumstances, these will be taken into account in the final decision).

VEHICLE EQUIPMENT/MAINTENANCE POLICY

New vehicles purchased will be equipped with reasonable safety features as standard equipment. These shall include at a minimum rear window defogger, passenger side rear view mirrors, air bags, anti-lock brakes, back-up alarms where applicable, etc.

Every employee assigned a City of Elgin vehicle should be familiar with the proper operation and care of the vehicle and shall report any deficiencies to their supervisor / division manager.

Proper daily maintenance (fluid checks and walk around inspection) of the vehicle will be the responsibility of the employee. Commercial Motor Vehicles needing a CDL to operate will be required to undergo a daily inspection using a Vehicle Condition Report

ACCIDENT REPORTING & INVESTIGATION

All accidents must be immediately reported and reviewed for preventability using the City of Elgin accident form. Cases deemed preventable should highlight any corrective action recommended.

Each driver should submit a copy of the accident report form, police report and any other supporting documentation to his / her immediate supervisor who will submit the entire report to the Purchasing / Risk Management department.

DRIVER SUPERVISION

When an employee's annual performance review is conducted, safe driving and care of city equipment must be included for all individuals who regularly operate a city vehicle. This will also apply to personnel who manage employees with city provided vehicles.

Progressive discipline shall be applied to employees whose at-work driving record displays a failure to operate city vehicles in a responsible manner.

DRIVER TRAINING

New drivers assigned or involved in regular use of a City of Elgin automobile or their own personal vehicle on city business should be encouraged to complete a self-study or other defensive driving training program within the first 30 days of employment. Self-study courses required by the City shall be conducted during the employee's normal working hours.

To ensure that defensive driving practices are followed, all drivers shall be issued a copy of the "Driver Safety Rules" Hand out and verify receipt of hand out.

To keep drivers from becoming "rusty", defensive driving training shall be addressed at least annually. To enhance the effectiveness of the training, audiovisuals and handouts should be utilized. All defensive driving training should be documented and retained on file for future reference.

SEIU LOCAL #73 MUNICIPAL DIVISION, ELGIN PUBLIC WORKS CHAPTER

**ATTACHMENT F
SNOW AND ICE CONTROL STAFFING POLICY**

PURPOSE

This agreement clarifies the responsibilities of the City of Elgin and its employees related to the staffing and implementation of the Snow and Ice Control Plan. In addition, it establishes procedures for employee call out, for placing employees on standby and for disciplinary action against employees not complying with the provisions of this agreement.

OBJECTIVES

1. To ensure an appropriate level of staffing for snow and ice control operations in response to any amount of snowfall, within the limitations of current city staffing levels.
2. Appropriately compensate employees for their participation.
3. Formalize the details of this agreement for future use and consistency.

COVERAGE

All bargaining unit employees who are required by their current job classification description to participate in the removal of snow and ice from streets, parking lots, sidewalks and public areas are covered by the provisions of this policy. Incumbents in the classifications which do not currently require participated in snow and ice removal, may participate voluntarily at any time but will only be required to participate when the Mayor declares a snow emergency. The fifteen (15) classifications which do not currently require participation are Electrical Worker – Water Department, Utility Maintenance Mechanic, Water Treatment Operator 1, Water Treatment Operator 2, Water Treatment Relief Operator, Water Relief Operator 2, Water Treatment Laborer, Water Service Person, Water Meter Servicer, Water Meter Maintenance Person, Water Laboratory Assistant, Instrumentation Service Worker, Automotive Mechanic and Land Management Mechanic. The City has the right to modify those classification descriptions at any time and any new employees hired under the revised description will be governed by its requirements. Engineering Inspectors will be called to monitor contractors and will only be required to plow after they are properly trained and the severity of the storm warrants. However, Engineering Inspectors can volunteer to plow at any time their normal duties allow.

ANNUAL SEASONAL STARTUP

As part of the annual update of the City's Snow and Ice Control Plan, the Public Works Director or his designee will develop a list of route assignments for the upcoming season and a contact list for all employees that participate in the program commencing October 1st of each year.

On October 1st each year, the City will ensure access to or provide all employees that are subject to a response under this policy with a City issued cell phone which shall serve as the primary means of contact for snow call out. Employees who use a personal cell phone may request that it be used in place of the City-issued cell phone. The use of this alternate phone must be approved in advance by the Public Works Director or his designee and will be allowed as long as the phone dependability is equal to or greater than that used by the City and the cell phone has voice mail. Alternate arrangements will be terminated and a cell phone issued by the City after two events where the employee cannot be contacted successfully because of phone problems. The

contact list is prearranged in order to facilitate contacting employees for call out for snow removal and ice control. The City will utilize the call out procedure referenced within this document.

It is understood that text messaging from snow command will also be utilized during an event as an additional form of communicating, however, drivers will be called out for the beginning or end of any shift. Text messaging generally will be limited to being updated on conditions such as weather forecasts or treatment plans or meal breaks or any other announcements to be made by snow command in order to effectively contact drivers in a more efficient and timely manner.

NON-COVERED EMPLOYEES

Any employees who are not required to participate in snow and ice removal may participate if they desire, provided such participation does not unreasonably affect their normal duties as determined by the Public Works Director. They must notify the Public Works Director or his designee by October 31st and their name will be added to the list of unassigned drivers available on an as needed basis.

CALL OUT PROCEDURES

Responses to a snow storm that affects employee staffing include, but are not limited to, Partial Call Outs and a Full Call Out. It is expected that responses to a snow storm will typically involve a Full Call Out. A call out for a snow storm is presumed to be a Full Call Out versus a Partial Call Out unless management specifically notifies employees being contacted for a call out that the Call Out is a Partial Call Out. Full Call Outs shall be considered mandatory overtime and Partial Call Outs (i.e. less than a full shift) shall initially be considered voluntary overtime.

PARTIAL CALL OUT

In the event the Public Works Director or his designee determines that the level of a response to a snow storm does not require a full call out, a partial call out may be implemented. Initially, the Sewer Division employee on standby will be contacted to respond. If the Sewer Division employee on call is unavailable, the Duty Supervisor will be contacted. The determination as to the number of additional employees to be called in to respond, including whether to utilize a partial call out or full call out, will be determined by the Public Works Director or his designee.

Initial calls for partial call outs shall be first to the Sewer Division employee on standby and then based upon route seniority of qualified employees within the A, B, and C lists. Should the City be unable to obtain enough volunteers after using its best efforts to secure volunteers for a partial call out, the partial call out shall be considered mandatory overtime and the City shall have the right to make mandatory overtime call out assignments. Mandatory overtime assignments shall be rotational whereby the qualified employee with the least seniority shall receive the first mandatory overtime assignment and thereafter mandatory overtime shall be in ascending order of reverse seniority for each successive instance.

FULL CALL OUT

Full Call Out is defined as a response to a storm that will require salting and/or plowing to maintain the streets for safe travel on the streets. Such a response typically requires a response of not less than twenty-three (23) assigned drivers for the "A" shift, twenty (20) drivers for the "B" shift for each of the routes covering all City streets and twenty (20) drivers for the "C" Shift for each of the routes covering all City streets; and may require three (3) to six (6) employees to clear public building sidewalks and designated CBD sidewalks. The number of downtown "shovel

crew" employees used will be determined by the Duty Crew Leader on a per event basis. Current staffing levels are such that all properly classified employees in the Public Works Department, Utilities Department, the Sports Complex and Golf Divisions, of the Recreation Department, are needed to meet minimum staffing needs. Depending on the severity of the snow event, a full call out may require that "B" route drivers be called out as well.

The "C" driver list will be utilized in the same way as the "B" driver list. The route selection will be offered by citywide seniority and will be on a permanent basis. These drivers will be utilized mainly for their own route. In the event any "C" driver is needed as a fill in or sub in an "A" or "B" route it will be offered by citywide seniority down the "C" driver list. If the route is unable to be filled for any reason then other employees will be assigned by management as determined by management to fill the route vacancy.

The "A", "B" and "C" drivers for each particular route may choose to "swap out" or trade the first responder responsibility for any given event so long as both "A" and "B" shifts would be covered if needed. The first responders to most events are the "A" drivers then "B" then "C". Example: the "A" driver for Route 1 put in for an excused absence or to be "unavailable for snow" via his divisional crew leader and/or supervisor and was denied because the maximum number of excused unavailable slots has been met, the driver may then choose to have his/her shift covered by the corresponding "B:" or "C" drivers for that date as another option to be absent. This route and shift will be considered covered and be recorded as an excused absence; however, the driver must remain available for snow in the case of emergency and would still be required to respond if needed. These trades need to be agreed upon by all parties involved and reported to the snow command Duty Supervisor immediately.

All drivers will be notified per event of their route assignment and for how long. Some events last days, in this instance or when a rotating twelve (12) hour shift is enacted, these substitutions are in effect until the event is over.

Employee call out and overtime assignment for the levels of response described above will utilize the call out procedure described below:

1. All drivers assigned to "A" and "B" or "C" salt routes, sidewalk clearing operations and contractor oversight and inspection and small trucks will be contacted at some point during the storm response.
 - a. During a call out requiring all assigned salt routes, if the "A" driver assigned to the salt route is not available, the "B" driver assigned for the same route will be contacted next. If the "B" driver is not available, the corresponding "C" driver will be contacted. If the "C" driver is unavailable, the route may be assigned to any other "C" driver by citywide seniority. If there are no "C" drivers available then other employees will be assigned by management as determined by management based upon citywide seniority to fill the route vacancy.
2. Any driver assigned to an "A", "B" or "C" route that is on standby or "On Call" assignment for the Sewer, Water Distribution or Traffic Divisions will be called out in the normal order, but if they are called away for any reason, they may be replaced. If any of the "On Call" employees have worked to a level of exhaustion due to working more than sixteen (16) hours out of twenty-four (24), or have not had eight (8) hours rest in the last twenty-four (24) hours, and as a result thereof cannot fulfill their obligation as a route driver, the On Call employee will notify the duty supervisor immediately to inform them of their status so the route can be filled accordingly until such employee can return.

The Duty Supervisor or, at the direction of the Duty Supervisor, one of the Duty Crew Leaders shall attempt to contact each employee by the City issued cell phone or approved alternate phone as described above. When called the employee shall respond as quickly as possible but will have a maximum of five (5) minutes to do so. This includes to responding to a voice mail left at the time of the initial call. If the employee does not contact the Duty Supervisor/Crew Leaders within the required maximum five (5) minute response time, the Duty Supervisor/Crew Leaders shall call for a replacement in accordance with the above procedure and an incident of failure to respond shall be charged against the employee.

3. The employee's response to the call out shall be made by answering the City-issued cell phone or alternate phone as described above. Upon responding, the driver shall verify his availability and estimated travel time to work.
4. Assignments to equipment may be modified due to the type of truck or equipment that is needed, for example, an Equipment Operator will be assigned to operate a loader or a motor grader when it will be used for street plowing or a Land Management employee will be given first option to operate specialized Land Management equipment when it will be used for sidewalk plowing.
5. If a storm is forecast and the Public Works Director or his designee chooses to send employees home in the middle of the day to staff a hold-over shift, the employees sent home shall be chosen from the "A" salt route drivers based on city-wide seniority and first right of refusal. In addition, those employees sent home shall be paid straight time for the remainder of their scheduled 8 hour work day. If salt trucks are put out on their routes during the intervening period (before the hold-over shift starts), replacement drivers for the employees sent home shall be selected from the "B" route drivers assigned to that route or based on city-wide seniority and first right of refusal.

SHOW UP TIME

When an employee is asked to report to work at a time that is more than two (2) hours from the initial contact, they will be paid for only the hours worked after the designated start time. If the employee is required to report to work less than two (2) hours after the first attempt to contact, he will be paid (1) hour show-up time for reporting within one (1) hour in addition to the time worked. Drivers not reporting within one (1) hour from the first attempt to contact them will forfeit show-up time pay. They have an additional fifteen (15) minutes, or one hour and fifteen minutes from the attempt to contact them, to report to work or be considered late and be subject to progressive disciplinary action. There will be no show up time paid for any driver already receiving standby pay in the same day. Drivers that have been placed on standby are no longer eligible to receive show up time due to already being compensated to be on standby.

""""SNOW DAY SHIFT COVERAGE ALLOWANCE-

- Any employee involved in snow removal operations shall, on January 1st of each calendar year, receive 24 hours of straight time that may be utilized at the employee's request to be applied to normal shift hours that would otherwise require such employee to utilize vacation or personal time to cover ("Snow Time"). Any unused hours pursuant to this provision shall not be carried over to the following calendar year.
- These hours may only be used to cover periods of time when the employee would otherwise be required to be at work and shall only be paid as straight time.
- To be eligible for these hours employees must be participants in the snow removal process, either by assignment or on a voluntary basis.

- These hours may be utilized to complete an unworked portion of an employee's eight hour shift (either prior to or subsequent to a snow event) instead of requiring the employee to either receive no pay or use vacation or personal accrual to receive pay for such unworked and otherwise uncompensated time.
- These hours are to be used to ensure drivers are able to achieve eight (8) hours rest before being required to return to work.
- These hours are to be utilized prior to using any other benefit time or taking any unpaid time off for the same purpose described above.

ALCOHOL IMPAIRMENT

For any call out, all provisions of the Drug and Alcohol testing policy shall apply. Between November 1 and April 30, employees shall monitor the weather forecast and limit or avoid alcohol consumption when snow is predicted in order to insure their availability. If an employee has consumed alcohol within four hours of when called, they should advise the Duty Supervisor/Crew Leaders of such and make arrangements to report at a later time when the employee's compliance with the Drug and Alcohol Policy is assured. The employee's lack of availability will be reviewed and may be subject to progressive discipline. Employees who consume alcohol after notification of impending full call out will be subject to progressive discipline.

DISCIPLINE

Employees may be subject to discipline in accordance with the disciplinary provisions of any applicable Collective Bargaining Agreement due to the failure of an employee to comply with the policy outlined herein. All employees involved in snow and ice removal are permitted only one (1) unexcused absence for any call out per season. Any employee with any additional unexcused absences shall be subject to discipline pursuant to the applicable collective bargaining agreement. Disciplinary action may be in addition to the removal or reassignment of employees from assignments.

STANDBY FOR SNOW AND ICE CONTROL

At the discretion of the Public Works Director or his/her designee, any number of employees may be placed on standby to ensure prompt implementation and adequate staffing of the Snow and Ice Control Plan. This decision will be made on an event by event basis based on the weather forecast, day of week, occurrence of holidays or any other relevant factor that may arise. Standby will be offered to employees based on seniority within the group of "A", "B" or "C" Route drivers with the most senior in each having first right of refusal for the duty. Notification of employees that they are being placed on standby will be done as much prior to the effective time as possible. The days that the employees will be on standby will be clearly defined at the time that the employee is placed on standby.

For assignment of standby duty, an employee will be allowed one (1) occasion per season to decline standby duty due to previously arranged commitments. On the occasions of subsequent declinations, the employee will be subject to progressive discipline. If an employee on standby duty does not respond when called or cannot work due to alcohol consumption, they will be subject to discipline starting at a one day suspension.

For the Mechanics in Fleet Services Division, winter standby will be scheduled for the same time period as the Crew Leader standby. In addition, if a Mechanic is on duty alone, every effort will be made to have a driver or Crew Leader in the area to monitor their safety and well being.

CREW LEADER/MECHANIC STANDBY AND STANDBY PAY

Winter standby (November through April) will be assigned to (Streets, Sewer, Traffic and Water Distribution) Crew Leaders on a rotating schedule of one (1) week per month and the four Land Management Divisional Crew Leaders (Sports Complex/Forestry, Lords Park, Center City and Wing Park) on a rotating schedule of one (1) week per month, Mechanics on a rotating schedule of one (1) week per month. Crew Leaders and Mechanics may trade standby assignments a whole week at a time or a number of days during an assigned week in workday-long increments for a period of up to one work week. All changes in the schedule must be approved seventy-two (72) hours in advance by the Public Works Director or his designee unless extraordinary circumstances later prevent it. There shall be no more than one trade in any given week.

If a snow event lasts longer than 12 hours and requires the replacement of the Crew Leaders, the replacement team shall, when practicable, come from the team that is assigned to cover the week that is two weeks subsequent to the snow event requiring a Crew Leader team replacement ("2 out") from the existing team. For instance, if the snow event happens during week 1, then the replacement team shall, when practicable, come from those Crew Leaders assigned to cover week 3 of that month. If the "2 out" replacement is not available, then alternative arrangements shall, to the greatest extent practicable, be made in advance.

The Public Works Director or his designee may permit a Crew Leader to withdraw due to unusual, unique or extraordinary circumstances or conditions affecting the employee. In the event that during the term of this roster a person subject to this policy leaves the employment of the City, is permitted to withdraw or otherwise becomes unavailable, the associated unmanned slot will be offered in accordance with the following method:

1. If the withdrawal is from the Water Distribution, Sewers, Traffic or Streets Division, all other Divisional Crew Leaders within these aforementioned Divisions shall be offered, by divisional seniority, the option to choose one week each, in rotational sequence until available weeks are exhausted. Should there still remain unassigned standby slots after this procedure is complete, this rotational sequence may continue with each Crew Leader being allowed to select a day at a time until all available unassigned slots have been selected. Any remaining unassigned slots after the above process is completed shall be assigned by the Public Works Director or his designee to the least senior Crew Leader in the above listed Divisions.
2. If the withdrawal is from the Land Management Division, all other Land Management Crew Leaders shall be offered, by divisional seniority, the option to choose one week each, in rotational sequence until available weeks are exhausted. Should there still remain unassigned standby slots after this procedure is complete, this rotational sequence may continue with each Crew Leader being allowed to select a day at a time until all available unassigned slots have been selected. Any remaining unassigned slots after the above process is completed shall be assigned by the Public Works Director or his designee to the least senior Crew Leader in the Land Management Division.
3. Crew Leaders will be paid two (2) hours for each day on standby at one and one half times (1.5) the regular rate of pay for being on standby Monday through Friday, and three (3) hours for each day at one and one half times (1.5) the regular rate of pay for being on standby Saturday and Sunday, and three (3) hours at two and one half (2.5) times the regular rate of pay for being on standby on a City observed holiday.

SCHEDULING OF LEAVE

Commencing with the Monday of the first full week following the January 1st holiday until March 15th, the Public Works Director or his designee shall approve no more than one (1) scheduled absence for any calendar day for employees in the Street, Traffic Division, and the four Land Management Division groups. During such time period the Public Works Director or his designee shall approve no more than one scheduled absence for any calendar day for employees in the Sewer Division and the Water Distribution Division. During the months of November, December and the uncovered balance of January and March, two (2) employees per division per calendar day will be allowed a scheduled absence in the Street Sewer, Traffic and Water Distribution divisions and two (2) employees per work group in the Land Management Division. Depending on work schedules, additional approved absences may be scheduled, but shall only be approved subject to the employee being available for call out if required for snow removal, salting or related work. In those cases, conditional leave shall be rescheduled.

Scheduled absences shall be guaranteed so that the employee can make firm plans, like making non-refundable reservations, without concern. Employees on scheduled leave may be contacted if their services are needed but it is their option to respond as per this policy. Those employees on conditional leave must report for work and their leave will be rescheduled.

Employees who work outside of their normal work shift during snow removal operations may leave work prior to the end of their regular work shift, when work schedules allow and with the prior approval of their Division Superintendent. Workers shall be allowed at their option, but not forced or compelled, to use Snow Time, Vacation and/or Personal time to account for such time off. Employees who have worked 16 consecutive hours or 16 hours in any 24 hour period shall not be required to return to work without an intervening 8 hours off. When by Management directive, employees are required to leave work during their normal shift so as to return at a pre-arranged time, such employees shall be compensated for such unworked interim time at their straight rate of pay

In the event of a "Blizzard" or severe storm that is expected to last several days all drivers may be placed on a "twelve (12) on/twelve (12) off" schedule for the duration of the event given Management notifies all drivers at least twenty-four (24) hours in advance of the change. Drivers will be appropriately compensated for all time worked during the event but may choose to use any of their benefit time (Snow Day, Vacation, Personal, Sick Time) to compensate any deficiency of their regularly scheduled work day due to the change. If the employee chooses not to use any of their benefit time, they may opt to not be compensated for hours not worked.

ASSIGNMENT OF SALT ROUTES

1. All Salt and Manual Routes shall be for an entire winter season and newly created or vacated routes may be re-bid each new year as of September 15.
2. Employees assigned routes who are not able to staff such routes due to injury, illness, disciplinary suspension, or other reasons for a period that is less than the entire season, shall retain the assignment to that route. In such instances, such routes will be temporarily assigned to another employee. In the case of a Salt route, such temporary assignment shall be first offered to the employee's "B" route partner and then to the "C" route driver. In any other route assignment management may temporarily assign such routes at their discretion.
3. All employees that currently have a route of any type shall have the option to retain that same route, or bid on any new route available subject to the provisions below. Such bidding

shall be on Route Seniority and shall follow the procedure described below:

- a. "A" Salt Routes: Subject to the provisions of Section 4 hereof regarding Streets Division assignment of future available "A" Routes, existing routes will be first offered to then existing "A" Salt Route drivers by bid based on Salt Route seniority. Any unfilled routes after all existing "A" Salt Drivers have had an opportunity to bid, shall be assigned to employees who are members of the Streets Division as provided in Section 4 hereof. Any new "A" Salt Route driver must possess the needed skills and experience to be judged proficient by the Public Services Director prior to being assigned to said route. The City shall make training available to any requesting employee prior to each new season.
 - b. "B" Salt Routes: "B" Salt Routes and small truck routes shall be offered, first to the employee currently assigned the route, then to all eligible drivers from the beginning of the list based on salt route seniority. Small Truck routes will be assigned at Management discretion based on operational needs.
 - c. "C" Salt Routes: "C" Salt Routes shall be offered, first to the employee currently assigned the route, then to all eligible drivers from the beginning of the list based on citywide seniority. Small Truck routes will be assigned at Management discretion based on operational needs.
4. Streets Division Assignment of Future Available "A" Routes: Notwithstanding the foregoing, or anything to the contrary in this policy, effective with the effective date of the successor collective bargaining agreement for January 1, 2022 through December 31, 2025, following the procedure in the preceding Section 3a hereof regarding bidding by then existing "A" salt route drivers, any existing or newly created "A" Routes which become available in the future will be first assigned to members of the Streets Division. "A" Routes will be considered mandatory for all members of the Streets Division and route selection will commence by divisional seniority. "A" Routes which become available in the future will be expressly understood as a function of the Streets Division and assignments of such "A" Routes is considered mandatory for Streets Division employees unless otherwise determined by the Public Services Director or his designee. "A" Routes will remain a function of the Streets Division work group and will not travel with an employee if an employee leaves the Streets Division. If an employee transfers from the Streets Division the "A" Route assigned to that employee will be considered vacant at the end of the current season and, following the procedure in the preceding Section 3a hereof regarding bidding by then existing "A" Salt Route Drivers, then will be reassigned to a Streets Division employee for the following season. If the transfer from the Streets Division occurs during the active winter season, the employee will retain the route until the completion of the current season. The transferring employee will then be eligible for the "C" Route list pursuant to the "C" salt route assignment procedures described in the preceding Section 3c. In the event of any conflict between the terms of this Section 4, and the other provisions herein regarding the assignment of salt routes, the provisions of this Section 4 shall supersede and control.
5. Manual Routes: Manual Routes or "Shovel Crew" shall encompass three to six (3 to 6) of

the Land Management employees required during any full call out, to clear the downtown and CBD areas. Employees with Manual Routes may also be required to plow to meet the operational needs of the City when determined necessary by the Public Services Director. Manual routes shall be bid each September 15 as follows: Land Management employees by City-wide Seniority, then all other divisions, required to plow, by City-wide Seniority. All route assignments, and any truck assignment shall be effective for the entire winter season, unless such assigned employee transfers to a Division not required to plow, leaves employment with the City, are removed or reassigned from such assignment by the Public Services Director pursuant to the terms of this policy or otherwise becomes unavailable.

6. Any unassigned routes, after the preceding method has been exhausted, shall be assigned to the least senior qualified employee, based on city-wide seniority, from any/all Divisions that are required to plow.
7. Volunteers who are not subject to this Snow and Ice Control Staffing Policy, but still wish to plow, shall be selected and called in by the Duty Supervisor or designee in the following order of seniority:
 - a. Members of SEIU Public Works Bargaining Unit by city-wide seniority.
 - b. Members of SEIU Clerical Technical Unit by city-wide seniority.
 - c. Non-SEIU Bargaining Unit members by management determination.

DOWNTOWN/CBD STREET SNOW REMOVAL

Any such time, as determined by Management, when curbside snow removal and hauling within the Downtown and CBD area, (including bridges), is to be conducted during hours outside the normal working hours of Public Works employees, such crews shall be established and staffed as follows:

1. Management shall determine the amount of personnel needed to perform the task.
2. Crew Leader slot shall be filled by the On Call Crew Leader(s).
3. Assignments to operate sidewalk snow removal and snow loading equipment shall be offered to unassigned Land Management personnel qualified to operate the equipment based on city-wide seniority. If necessary, management may assign the slots beginning with the least senior qualified employee within the Land Management Division.
4. Assignments to drive trucks shall be offered to unassigned employees qualified to operate the truck in any division currently required to plow (based on city-wide seniority). If necessary, management may assign the slots beginning with the least senior employee within any Division currently required to plow.
5. If the equipment used is of a type normally operated by an Equipment Operator, then that offer shall go to the senior available Equipment Operator. Should there not be an available Equipment Operator, management may temporarily upgrade a qualified individual(s) to fill this slot or may assign the slots beginning with the least senior equipment operator.
6. At the conclusion of the clearing operation for that time period, if it is determined that street salting of the affected areas is necessary to ensure safe travel, a salt truck driver currently on duty will be assigned. If no salt truck drivers are on duty, the assignment will

be offered based on salt truck driver seniority. Such determination shall be by Management or designee at their reasonable discretion.

DOWNTOWN WEEKEND EVENT COVERAGE

When Special Events or meetings require sidewalk snow removal services within the Downtown or CBD areas, that necessitate the presence of a Land Management Crew Leader with the crew, a second Land Management Crew Leader will be called in to supplement the Duty Crew Leader. The original On Duty Crew Leader shall remain at Snow Command. Such additional Land Management Crew Leader shall be selected by city-wide seniority. Should no other Land Management Crew leader be available, then a second Street or Utility Crew Leader shall be called in to work in Snow Command. Such Street and Utility Crew Leader shall be selected by city-wide seniority.

ADDITIONAL

1. The City reserves the right to increase the number of salt routes and drivers assigned as needed.
2. All union officers and stewards affected under this policy shall receive a copy of the Snow Manual.
3. A current list of officers and affected stewards shall be provided to the Public Works Director before October 31st each year.
4. Notwithstanding anything to the contrary in this policy, nothing in this policy is intended or shall be construed as limiting the number of employees and/or the number of vehicles or equipment which may be deployed by the City for any particular storm event. The Public Works Director or his designee may assign and deploy such additional numbers of employees and/or equipment that the Public Works Director or his designee determine are required to respond to a particular event.
5. Notwithstanding anything to the contrary in this policy, the Public Works Director or his designee shall have the right to remove or reassign employees who have been assigned pursuant to the procedures described in this policy in order to meet a demonstrated operational need of the City or to address performance or attendance issues of such an employee; provided, however, such authority shall not be exercised in an arbitrary or capricious manner.

ATTACHMENT G

DISCIPLINE ARBITRATION PANEL

Elliot Goldstein
Robert McAllister
Edwin Benn
Robert Perkovich
George Fleischli

**SIDE LETTER TO THE JANUARY 1, 2022 THROUGH DECEMBER 31, 2025
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELGIN (THE
"CITY") AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73
MUNICIPAL DIVISION ELGIN PUBLIC WORKS CHAPTER (THE "UNION")**

The successor collective bargaining agreement between the City and the Union with the effective date of January 1, 2022, includes the restructuring of certain classifications within the public works traffic division including the reduction of one utility worker position in the traffic division and the creation of one traffic lead worker position in the traffic division. The City and the Union hereby agree that the three existing utility workers in the traffic division will be the only three employees eligible to be candidates to fill the initial vacancy in the new traffic lead worker position in the traffic division. The Union agrees not to file or join in any grievance regarding this side letter and the fact that the three existing utility workers in the traffic division will be the only three employees eligible to be candidates to fill the initial vacancy in the new traffic lead worker position.

FOR THE UNION:

By: *Matt Mattingly*
Its Authorized Agent

Date: July 8th , 2022

FOR THE CITY:

By: 
Richard G. Kozal, City Manager

Date: July 13th , 2022