AGREEMENT BETWEEN THE CITY OF WAUKEGAN AND LOCAL 73 SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

City of Waukegan

May 1, 2025 - April 30, 2029

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AGREEMENT

THIS AGREEMENT entered into on the date this Agreement is Executed between the CITY OF WAUKEGAN, ILLINOIS (the "City") and LOCAL 73 SERVICE EMPLOYEES INTERNATIONAL UNION (the "Union").

PREAMBLE

WHEREAS, the City, by ordinance, has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City's right and obligation to operate effectively and efficiently in order to best serve the City and its residents, and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment and to provide the procedure for the prompt and peaceful settlement of grievances respecting the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1
RECOGNITION

SECTION 1.1 UNION RECOGNIZED

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all full-time employees (those employees regularly scheduled to work more than 32 hours per week) and regular part-time employees (Those employees regularly scheduled to work more than 20 hours per week) of the City Clerk, Treasurer, Budget, Civil Defense, Collector, Water Works, Community Development/Enforcement, Community Block Grant, Public Works, Fire and Police Department who are employed in the classifications Clerical Technician I, Clerical Technician II, Clerical Technician III, Fiscal Assistant I, Fiscal Assistant II, Fiscal Assistant III, Engineering Technician I, Engineering Technician II, Code Enforcement I, Code Enforcement II, Code Enforcement III, Building Department Inspectors who are not deemed "professional" employees under the Illinois Public Labor Relations Act, Telecommunicator, Senior Telecommunicator, Administrative Assistant I, Administrative Assistant II, Administrative Assistant III, Assistant Building Inspector, Engineering Inspector, Building Inspector, Electrical Inspector, HVAC Inspector, Plumbing Inspector, and Fire Prevention Inspector but excluding all seasonal, professional, supervisory, managerial or confidential employees as defined in the Illinois Public Relations Act, elected officials or officers of the City.

SECTION 1.2 CLASSIFICATION NOT GUARANTEED

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the City.

SECTION 1.3 NEW/REVISED CLASSIFICATIONS

The City shall notify the union two (2) weeks of its decision to implement any and all changes in duties and/or new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement. If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed new classification and if unable to reach agreement as to its inclusion or exclusion from the unit shall submit the question to the Illinois State Labor Relations Board. If

the inclusion of the proposed new classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification, the City being free to assign a temporary rate pending the resolution of negotiations. When the City seeks to revise or update the position descriptions of bargaining unit positions it shall notify the Union and, upon request, meet to discuss the revisions or updates, but in any event the City shall provide the Union and affected bargaining unit employees with a copy of the new position description.

ARTICLE 2
NON-DISCRIMINATION

SECTION 2.1 BASIS

Neither party to this Agreement shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable state or federal laws because of race, creed, color, national origin, age, sex, or political affiliation.

SECTION 2.2 UNION ACTIVITY

Neither the City nor the Union shall interfere with the right of the employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

SECTION 2.3 UNION RESPONSIBILITY

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly and without discrimination, interference, restraint or coercion.

SECTION 2.4 GENDER

Wherever the female gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.1 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces, to establish the qualifications for employment and to employ employees; to schedule and assign work, to establish work and productivity standards, and from time to time, to change those standards; to assign overtime, to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations, to promote, demote, transfer or reward; to discipline, suspend, and discharge employees for just cause (probationary employees without cause); and to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

If, in the sole discretion of the Mayor and/or City Council, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, pandemics, or other similar catastrophes, Articles 8, 12, 13, 14, and 15 may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Upon request, the City agrees to meet and discuss with the Union the necessity of these suspensions, which will not unreasonably delay implementation.

ARTICLE 4

SUBCONTRACTING

SECTION 4.1 GENERAL POLICY

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and improved work product or emergency.

SECTION 4.2 NOTICE AND DISCUSSION

Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the loss of work of a significant number of bargaining unit employees, the City will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work.

ARTICLE 5

UNION RIGHTS

I. Maintenance of Check-Off

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, or fees, the Employer shall deduct such dues, assessments, and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law, including electronically recorded telephone calls and by submitting to the Union an online deduction authorization form. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period.

The Union will submit to the Employer a list of employees who have authorized checkoff and shall provide the Employer with verification that checkoff of dues, assessments, or fees have been authorized by the employee only in the event a question arises about an employee's membership status.

II. COPE

The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU COPE Fund. The Union shall notify the Employer of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every [pay period/month].

III. Orientation

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship. As such, the employer shall include as an integral part of its mandatory employee orientation program, session up to one (1) hour without loss of pay on the first or second day of their orientation, or at such other time as the Union may designate, to receive an overview of

the Union and its program, and such meetings shall at all times be conducted in a manner not to impede normal operations. This session will be conducted by Union representatives designated by the Union, which may include employees designated by the union. Employees designated by the Union to assist with this orientation shall be allowed to do so during their regularly- scheduled hours of work with no loss of pay. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than one (1) day before the orientation.

A similar thirty (30) minute session of union time will be offered within the first two days at the end of the employee's respective probationary period.

The Employer and the Union agree that for the life of this Agreement, any and all representatives of the Employer shall be absent from the room during the Union portion of new employee orientation.

IV. Access to Employee Lists

By the first work day of each month, the Employer will send the Union a list of all current employees, which shall include each employee's first and last name, shift, job title, department, work location, home address, all telephone numbers (including personal phone numbers if available), personal and work email addresses, date of birth, seniority date, base hourly pay rate, language preference (if available), identification number/payroll code/job number, hours worked in the prior month, gross pay, member/non-member status, and Union dues. The list will be provided in an agreed-upon format and transmitted electronically.

V. Access to Employer-Provided Email and Online Communication Systems

The Employer agrees to provide to the Union, within thirty days of ratification of this agreement, a complete list of all email addresses for bargaining unit members who currently have email accounts provided by the Employer and to update the list on a monthly basis. The updated list shall be provided electronically to the Union by the Employer on or before the first work day of each month. The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on the Human Resources page of its website and on its intranet page under collective bargaining agreements.

VI. Access Other than at Orientation Meetings and Trainings

Officers and representatives of the Union, including stewards, will have access to the Employer's premises for the purpose of engaging in Union business. Prior to entering the City's premises, Union representatives will notify the Director of Human Resources by whatever reasonable means are available, or by any specific means the Employer has designated, as soon as practical. The term "Union business" for the purposes of this Article shall include, but not be limited to, meeting with bargaining unit members, either individually or in groups; investigating grievances or potential grievances; meeting with management for any purpose; posting or distributing notices or other information; or any other legitimate union purpose. Such access shall not interfere with the operations of the City.

VII. Union Steward Representation Activities

The Union may designate a union steward in each shift in each department who shall be granted reasonable time during working hours to conduct union representation activities without loss of pay. A non-exhaustive list of union representation activities includes adjusting disputes, observing and investigating working conditions, meeting with employees concerning possible union membership, conducting new employee orientations, ascertaining that this Agreement is being adhered to, representation of employees at meetings, including pre- disciplinary meetings, investigating and processing grievances, up to and including arbitration, engaging in union contract negotiations and labor-management meetings with the employer, participating in union steward training, posting or distributing notices or information, and other legitimate union business.

Annually by January 15, the Union must provide to the Human Resources department a list of current Stewards. In addition, the Union must notify the City of any changes to the list within ten (10) calendar days once a new Steward has been selected by the Union.

VIII. Union Bulletin Board

The company shall provide a bulletin board for use by the union readily accessible to all bargaining unit employees. The union may post material on the bulletin board for any legitimate union purpose.

IX. Notification of Requests for Information

The Union shall be notified within one calendar day of the employer's receipt of any third party request for information about bargaining unit members, including any Freedom of information Act (FOIA) request, that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

ARTICLE 6

GRIEVANCE PROCEDURE

SECTION 6.1 DEFINITION AND PROCEDURE

A grievance is a dispute or difference of opinion raised by the Union against the City, involving the meaning, interpretation or application of the express provisions of this Agreement or existing rules. A grievance shall be processed in the following manner:

STEP ONE:

The Union shall submit the grievance in writing to the employee's supervisor, who is outside the bargaining unit. The supervisor shall give the Union a written answer within ten (10) business days after such presentation.

STEP TWO:

If the grievance is not settled in Step One, it may be referred in writing, by the Union, to the employee's Department Head within ten (10) business days after the supervisor's written response was received, or answer was due in Step 1 if no answer is provided. The written grievance should generally contain a statement of the Union's complaint, the Sections of this Agreement allegedly violated, the date of the alleged violation and the relief sought. The Department Head or other person designated for this purpose shall discuss the grievance within ten (10) business days with the Grievant and the union steward or representative at a time mutually agreeable to the parties. If the grievance is settled at Step 2 the parties shall reduce their understanding to writing at the meeting. If no settlement is reached, the Department Head or other person designated for this purpose shall provide the employee a written answer within ten (10) business days following their meeting.

STEP THREE:

If the grievance is not settled in Step Two and the Union wishes to appeal the grievance to Step Three of the grievance procedure, it shall be referred in writing to the Mayor or any other person the Mayor may so designate, within ten (10) business days after the City's answer in Step Two. The Mayor or his representative shall discuss the grievance within ten (10) business days with the employee and the Union Steward at a time mutually agreeable to the parties. If the grievance is settled at this Step the parties shall reduce their understanding to writing at the meeting. If no settlement is reached, the Mayor, or his

representative shall give the City's written answer to the Union within ten (10) business days following their meeting.

STEP FOUR ARBITRATION:

(1) If the grievance is not settled in Step Three and the Union wishes to appeal the grievance to Step Four of the grievance procedure, the Union may refer the grievance to final and binding arbitration as described below within twenty (20) business days after the written decision is provided at the Third Step, or after the written decision was due, whichever is sooner.

(2) The parties shall attempt to agree upon an arbitrator within twenty (20) business days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said twenty (20) business day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators and who have an address in Illinois. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Union and the City shall have the right to strike two (2) names from the panel. The party requesting final and binding arbitration shall strike the first two (2) names: the other party shall then strike two (2) names. The person remaining shall be the arbitrator.

(3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.

(4) The City or the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

(5) The arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties: whichever is later.

(6) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(7) The fees and expenses of the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses who are not City employees on their regular work shift.

(8) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the

provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision which violated applicable federal/state law. The findings of the arbitrator shall be final and binding upon the City and the Union.

(9) Grievances concerning alleged discrimination in the awarding of merit pay increases may be taken to arbitration as described above. The City's decision to grant a merit pay increase shall not be overturned by the arbitrator unless the decision to grant the merit pay increases is shown to have been made for an unlawfully discriminatory purpose.

STEP FIVE LIMITATIONS ON AUTHORITY OF ARBITRATOR

Each party shall bear the expense of its own witnesses who are not employees of the City. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations or administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The findings of the arbitrator shall be final and binding on both the City and the Union.

SECTION 6.2 TIME LIMITS FOR FILING

No grievance shall be entertained or processed unless it is submitted at Step One within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. The City's failure to respond within the time limits shall he deemed a denial of the grievance on the date the

City's response was due. The parties further agree that all of the steps of the grievance procedure must be fully respected at all times absent written mutual agreement of the parties.

SECTION 6.3 TIME OFF

The Grievant and one Union representative, along with any employee witnesses shall be given paid time off to participate in the grievance meetings if the meetings are conducted on working time. The Grievant and one Union representative along with any employee witnesses shall also be paid time off to attend any arbitration hearing conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

SECTION 6.4 UNION GRIEVANCES

Upon the mutual agreement of the parties the Union may file Union grievances at appropriate higher levels of the grievance procedure than would otherwise be required in this Article. Such agreement shall be in writing, which shall include e-mail.

SECTION 6.5 PERTINENT WITNESSES AND INFORMATION

Upon request by either party, the other party shall produce at the hearing specific documents, books, papers or witnesses reasonably available and substantially pertinent to the grievance under consideration.

ARTICLE 7
SENIORITY

SECTION 7.1 DEFINITION

Except for Communications personnel covered by this Agreement, seniority shall, for the purpose of this Agreement be defined as an employee's length of continuous full time service since the last date of hire with the City. For communications personnel covered by this Agreement, seniority shall be defined as the employee's length of service as a communications person, except for purposes of calculating benefit accrual then the original date of hire shall apply. Periods of unpaid leave or suspension shall not be counted toward seniority for any employee covered by this Agreement.

SECTION 7.2 APPLICATION OF SENIORITY

Seniority shall be the determining factor (a) in the initial bidding for vacation scheduling, as outlined in Section 14.4 and (b) in matters of layoff, recall, and shift assignments (except in an emergency or in Communication training situations where no Senior Telecommunicator is available on a shift for up to sixty (60) consecutive days). Seniority shall also be the determining factor in filling vacancies when, among employees involved, the qualifications, skill, ability, and functional experience to perform the work are relatively equal. When applying this principle of seniority and ability, the City's decision shall be made in good faith and its actions shall not be arbitrary or capricious, and may be based on objective, job-related test.

SECTION 7.3 TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated when, among other reasons, and employee:

(a) Quits; or

(b) Is discharged for just cause and is not reinstated under the grievance procedure; or

(c) Retires or is retired; or

(d) Is absent for three (3) consecutive working days without notifying the City; or

(e) Is laid off and fails to report to work as required by Section 7.6

(f) Does not report for work within forty eight (48) hours after the termination of an authorized leave of absence. An extension of time will he granted if the employee could not report for work within forty-eight (48) hours but reports for work within a reasonable time; or

(g) Is laid off for a period in excess of one (1) year.

SECTION 7.4

(A) PROBATIONARY PERIOD

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period. The probationary period for non-telecommunications employees shall be a minimum of one hundred fifty (150) days, excluding any absences due to leave without pay. The probationary period for telecommunications employees shall be twelve months, excluding any absences due to leave without pay.

During an employee's probationary period the employee shall be represented by the Union except in cases of discipline. Probationary employees may be suspended, laid off, or terminated or otherwise disciplined at the discretion of the City.

Additionally, the City reserves the right to extend an employee's probationary period by sixty (60) days when necessary if, in the City's judgment, such extended time is necessary to satisfactorily determine the employee's ability to perform the duties and responsibilities of the job.

The City will consider appropriate input from Stewards in the appropriate area when evaluating probationary employees in the Bargaining Unit.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall gain the right to Union representation and shall acquire seniority, which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

(B) PROMOTED EMPLOYEE

A probationary period of sixty (60) days shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another position covered by this Agreement. If an employee promoted from one bargaining unit position to another bargaining unit position fails to satisfactorily complete the probationary period in the promoted position because of inability to perform the duties and responsibilities of the new promoted position, and if less than eight (8) calendar days have elapsed, the employee shall have a right to return to her former position. If eight (8) or more calendar days have elapsed, the employee shall have a right to return to her former position if it has not been filled. If the position has been filled, the employee will be offered another position he/she is

qualified to fill without the need for further training. Finally, if no such position exists, the employee will be terminated but his/her name will be placed on a preferential hire list and he/she will be offered her former position when it becomes open before it is offered to another employee, so long as he/she has the skill and ability to perform the work in question without further training.

SECTION 7.5 SENIORITY ROSTER

The City shall maintain post and keep current a seniority roster noting date of hire and current position by job title and/or classification. Any objection to the seniority roster as posted shall be reported in writing to the appropriate Agency Head within fifteen (15) workdays of the date of posting of the seniority roster. The Union shall be provided with a copy of the seniority roster on or before March 1, July 1, and November 1 of each year.

SECTION 7.6 LAYOFF AND RECALL

The City in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

(a) Temporary employees; seasonal employees; provisional employees;

(b) Part-time employees not included in the bargaining unit;

(c) Probationary employees in their original probationary period as defined in Section 7.4A; and

(d) In the event of further reductions in force, employees will be laid off from the following job groupings in accordance with their seniority and ability to perform the remaining work available without further training.

1. **Water and Collections**
   Water Collections
   Collections
   Water Meter
2. **Fire**

3. **Building Department**
   Code Enforcement
   Inspectors
4. **Communications**
5. **Finance**
6. **Public Works**
   Public Works
   Engineering
7. **Police**
   Central Records
   Police Detectives
8. **Clerks Office**

When two or more employees within a specific job grouping described above have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. In order for a more senior employee, within one of these job groupings selected for layoff, to displace a more junior employee, the more senior employee must be able to do the work required by the employer. Employees will not be able to assert seniority from one job grouping to another.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, the employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classifications he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice for recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Agency Head of her intention to return within three (3) working days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Head with her latest mailing address.

SECTION 7.7 JOB POSTING AND FILLING OF VACANCIES

(a) POSTING REQUIREMENTS

When a vacancy occurs in a position covered by this Agreement or if a new position is created and is determined to be in the bargaining unit, the City will send an email to bargaining unit employees' City email address with notice. This notice will describe the position and its qualifications and will advise that written applications will be received by the Personnel Office until a specified date and time. The City will send copies of the "Position Available" notice to the Union at the time of the email to bargaining unit . Failure to do so shall not void the filling of the vacancy, unless the failure was intentional.

(b) POSTING OF ENTRY LEVEL POSITIONS

The City shall be required to post vacancies for entry level positions.

(c) SENIORITY AND FILLING VACANT JOBS

In the application of seniority and ability in filling vacant jobs, seniority shall be the determining factor when, among the employees involved, skill, ability, and functional experience to perform the work are relatively equal. The relative job knowledge and the ability of the applicants may be assessed by means of objective, job-related tests, as deemed necessary by the Agency Head. If the Agency Head determines that no employee is qualified to perform the work, the City may hire an applicant from outside the bargaining unit.

The City and Union shall establish a subcommittee consisting of both management and union representative to meet at times mutually agreed to discuss the possibility off revising the city's job classification system. Unanimous recommendations of the Committee shall be binding upon the parties; all other recommendations shall be advisory. This subcommittee shall meet within three (3) months of the ratification date of this Agreement.

SECTION 7.8 JOB CLASSIFICATIONS

The City shall notify the Union upon implementation of new classifications or significantly new or unique aspects of existing bargaining unit jobs where new classifications, new job descriptions or significant job changes results from new technology or automated equipment. The Union shall have the opportunity to notify the City of a desire to meet within ten (10) business days of its receiving notification of such changes. Such a meeting shall be for the purpose of reviewing the changes, which have been made, and discussing the impact of the changes on bargaining unit employees.

ARTICLE 8
HOURS OF WORK AND OVERTIME

SECTION 8.1 APPLICATION OF THIS ARTICLE

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

SECTION 8.2 NORMAL WORKWEEK AND WORKDAY

(a) ***Normal Workweek and Workday:*** Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per Departmental Calendar week and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The normal workweek shall consist of five (5) eligible eight (8) hour workdays in a Department Calendar week, which may be interrupted by an (unpaid) lunch period. Employees may at times be allowed to have flexibility of lunchtime including the right to take lunch at the end of the day to deal with personal matters. Approval of such requests is solely at the discretion of Management and must not result in a stoppage of staff coverage for the department or undue hardship to the public.

(b) ***Telecommunicators in Continuous Shift Operation:*** The Parties to this Collective Bargaining Agreement agree that the City shall implement a twelve-hour work schedule for Telecommunicators in continuous shift operations. Telecommunicators shall be assigned to one of the following days-off rotations:

A Shift (Days and Nights): 2-on, 2-off, 3-on, 2-off, 2-on, 3-off

B Shift (Days and Nights): 2-off, 2-on, 3-off, 2-on, 2-off, 3-on

The days-off rotations shall be aligned with the City's bi-weekly pay period so that 3 days of work occur during one workweek and 4 days of work occur during the following workweek.

The parties recognize this schedule results in 48 hours of work in one workweek, followed by 36 hours of work the following week, which equals 84 hours of work each bi-weekly pay period. The parties understand this equates to 76 hours of straight time work (40 hours in week 1 + 36 hours in week 2) and 8 hours of overtime work during each biweekly pay period.

The normal workday of communications personnel may be interrupted by a lunch period not to

exceed one hour and one (1) fifteen (15) minute break period.

(c) When due to early arrival of the public to departments within City Hall and the Police Department it is necessary to serve the public immediately, supervision may at its discretion schedule normal workday hours in such fashion that employees in that department can work on a staggered work shift of 15-minute increments on a rotating basis to cover early and late arrivals of the public.

Clerical Technicians working in the Records Department who volunteer, may have their regularly scheduled work hours reduced on four (4) of their regularly scheduled workdays, and thereafter be regularly scheduled to work Saturday mornings from 8:00 a.m. to Noon.

SECTION 8.3 CHANGES IN NORMAL WORKWEEK AND WORKDAY

The shifts, workdays, and hours to which employees are assigned shall be posted on department bulletin boards. Should it be necessary in the interest of efficient operations to establish daily or weekly work schedules departing from the normal workday or the normal workweek, notice of such change shall be given to the Unions as far in advance as is reasonably practicable.

SECTION 8.4 OVERTIME PREMIUM

Employees shall receive overtime pay of one and one-half (1 1/2) for all hours worked over eight (8) hours per workday.

For Telecommunicators in Continuous Shift Operation, employees shall receive overtime pay of one and one half (1 ½) for all hours worked over twelve (12) hours per workday.

SECTION 8.5 OVERTIME EQUALIZATION FOR DISPATCHERS

The employer will establish an overtime list for dispatchers. The employer will thereafter offer prescheduled overtime on the basis of seniority among volunteers within each job classification. Volunteers who have worked twelve (12) hours of overtime in a pay period need not be offered further overtime. The employer will provide the Union, on a quarterly basis, an accounting of all pre-scheduling overtime worked by each dispatcher. Prescheduled overtime caused by the absence of a bargaining unit member will first be made available to bargaining unit volunteers by seniority, and only if no such volunteers are forthcoming

then to volunteer supervisors.

SECTION 8.6 MINIMUM NOTIFICATION FOR MANDATORY OVERTIME FOR DISPATCHERS

If a bargaining unit member is already in overtime for the pay period and if the notification is less than one hour the bargaining unit member can refuse the overtime and the supervisors may work the overtime as appropriate.

SECTION 8.7 COMPENSATORY TIME

Except as otherwise noted, compensatory time at time and one-half (11/2) may be granted if mutually agreed between the City and the employee, in lieu of overtime cash payment, in an amount not to exceed forty (40) hours total accumulation during the contract year. Any compensatory time earned must be used or paid out within the year.

Requests for compensatory time off must be submitted with at least twenty-four (24) hours' notice, absent emergency, and shall not be unreasonably denied. Compensatory time off may not be used in increments of less than two (2) hours, unless approved by the Department Head.

SECTION 8.8 STAND-BY PAY

Beginning with the 2020-2021 Fiscal Year, Code Enforcement Officers scheduled for stand-by shall receive seven (7) hours of his/her straight-time pay for each seven (7) day period he/she is scheduled for stand-by. Each Code Enforcement Officer shall be scheduled a seven (7) day stand-by period on a rotating basis. The City reserves the right to schedule employees' stand by and to make changes in the stand-by schedule. An employee on stand-by, who cannot be reached by a page followed by a telephone call, or who if reached refused to work, shall be subject to discipline.

SECTION 8.9 CALL-BACK PAY

A Code Enforcement Officer and Fire Inspector called back to work after having gone home shall receive a minimum of two (2) hours' pay at applicable rates unless the time extends into his/her regular work shift. An employee called back a second time within the first one and one-half hour period shall not receive a second two-hour minimum but shall be paid at applicable rates for all hours actually worked, unless the second callback is requested by a citizen who has agreed to pay overtime for the second call. Each hour spent in excess of two (2) hours on callback work shall be paid for at applicable rates.

SECTION 8.10 REST PERIODS

All employees shall receive a fifteen (15) minute rest period during each four-hour(s) worked in an eight and one half (8.5) hour shift.

SECTION 8.11 NO PYRAMIDING

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

ARTICLE 9
NO STRIKE AND NO LOCKOUT

SECTION 9.1 NO STRIKE

During the life of this Agreement, neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reasons for so doing, so long as there is not a breach of Section 9.4.

SECTION 9.2 PENALTY

(a) Any employee engaging in activity prohibited by Section 9.1 or who instigates or gives leadership to such activity shall be subject to immediate suspension or discharge, at the discretion of the City, irrespective of the penalty given any other employee for such conduct.

(b) The only matter, which may be made the subject of a grievance, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

SECTION 9.3 NO NEGOTIATIONS

In the event of a violation of Section 9.1 by employees or the Union, there shall be no negotiation or discussion on the subject matter(s) allegedly causing the violation until after the violation has been terminated.

SECTION 9.4 NO LOCKOUT

During the term of this Agreement, the City will not institute a lockout over a dispute with the Union so long as there is no breach of Section 9.1.

SECTION 9.5 UNION OFFICIAL RESPONSIBILITY

Each employee who holds a position of officer or steward or committeeman of the Local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Accordingly, the Union agrees to notify all Local Union officers, stewards and committeemen of their obligation and responsibility to abide by the provisions of this Article by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of Section 9.1 by

other employees, upon the request of the City, to encourage and direct employees violating Section 9.1 to return to work and to institute internal Union disciplinary procedures against members who refuse to return to work or cease their strike activity

ARTICLE 10

EMPLOYEE DISCIPLINE

SECTION 10.1 EMPLOYEE DISCIPLINE

The City agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The City shall not discipline, transfer, demote or discharge any post-probationary employee without just cause. The City further agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the City will not increase it for the particular act of misconduct unless new facts or circumstances become known.

SECTION 10.2 EXCESSIVE ABSENTEEISM OR TARDINESS

It is understood that excessive absenteeism, excessive tardiness or the abuse of sick leave, among other things, constitutes just cause for discipline and it is the responsibility and intent of the City to take corrective action beginning with a written warning, up to and including discharge. It is also understood and agreed that when a pattern of excessive use of sick leave develops, in certain cases and under certain circumstances, such pattern of excessive use may be considered in determining abuse of the sick leave benefit.

SECTION 10.3 JUST CAUSE

Termination solely on account of political activity or inactivity shall not constitute just cause under this Agreement.

SECTION 10.4 RETENTION OF FILES

Anything placed in the file other than a suspension shall not be used against the employee as part of progressive discipline after one (1) year from the date of the occurrence. Any suspension in the file shall not be used against an employee as part of progressive discipline after two (2) years from the date of the occurrence. In the event of a reoccurrence of the same type of behavior, the time limits above shall start at the date of the last occurrence.

However, the City cannot introduce an expired personnel entry against an employee in any grievance proceeding, except as the sole purpose of showing that the employee has had previous "expired" discipline.

It cannot be used for the purpose of advancing the level of discipline to be utilized against an employee.

SECTION 10.5 PRE-DISCIPLINARY MEETING

The employer shall call a meeting to notify an employee of the decision to discipline the employee, other than discipline of an oral reprimand or probationary notice. Upon request of the employee, the City shall notify the Union of such meeting and shall thereafter meet with the employee involved and the Union and inform him/her of the reason for the contemplated disciplinary action, including a general description of the evidence against the employee. A union representative shall be allowed to attend the meeting if requested by the employee or the City. The employee and the Union shall be given an opportunity to rebut or clarify the reasons for the contemplated discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

SECTION 10.6 PRESENCE OF UNION REPRESENTATIVE AT OTHER TIMES

At any meeting, pertaining to the job performance or conduct of an employee relating to their employment which the employee reasonably believes may result in discipline, suspension, or discharge at which one or more supervisors or superiors are present, the employee shall be entitled to the presence of a union representative if they so request in writing. No such meeting shall proceed until reasonable time and opportunity are provided for a representative to be present unless this requirement is waived in writing by the employee. The employee has the right to leave any such meeting, and wait for a reasonable period of time in the area or premises until a union representative is present.

SECTION 10.7 RETALIATORY ACTIONS PROHIBITED

No employee shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by the sole reason of his or her exercise of the rights granted to such employee by law or by this agreement.

ARTICLE 11
PERSONNEL FILES

SECTION 11.1 PERSONNEL FILES

The City shall keep a central file for each employee.

SECTION 11.2 INSPECTION

Upon appropriate request and as per the Illinois Personnel Record Review Act, an employee may inspect his or her personnel file(s) subject to the following:

(a) All inspections shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the City, unless otherwise mutually agreed. Upon request, an employee, who is inspecting his or her personnel file, may have a representative present during such inspection.

(b) Copies of materials in an employee's personnel file shall be provided the employee upon request. The employee shall bear the cost of duplication.

(c) Pre-employment information, e.g., reference checks and responses, or information provided the City with the specific request that it remain confidential, shall not be subject to inspection or copying.

SECTION 11.3 REJOINDER

An employee may file a written rejoinder in their personnel file concerning any material in their personnel file. Anonymous citizen's complaints against an employee shall not be included in an employee's personal record.

SECTION 11.4 REGULAR EVALUATIONS

The City shall evaluate on a yearly basis each employee covered by this Agreement. The City will attempt to have the evaluation completed within one (l) month of the employee's anniversary date. A newly promoted employee shall be evaluated within one (1) month of her having been in the new job for three (3) months. After this first "promotional evaluation" the employee's original anniversary date with the City shall again become the evaluation date. If the employee has not received the evaluation, he/she shall have the responsibility to notify her supervisor. An employee shall be provided a copy of the evaluation form used for the purpose of evaluating her at no cost to the employee. The evaluation shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of

having read it. Such signature shall not constitute an agreement with the evaluation. An employee shall have the right to file a written rejoinder to his/ her evaluation.

ARTICLE 12

LEAVES

SECTION 12.1 DISCRETIONARY LEAVES

The City may, at its discretion, grant a leave of absence including an educational leave, to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be with pay.

SECTION 12.2 MILITARY LEAVES

Military leave shall be granted in accordance with applicable law.

SECTION 12.3 JURY LEAVE

Full-time employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at the regular rate of pay, for each hour actually spent on jury duty up to eight (8) hours per day.

SECTION 12.4 FUNERAL LEAVE

When a death occurs in an employee's immediate family (defined mother, father, spouse, children, guardian, grandparent, grandchild, step parent, step child, brother or sister of the employee or employees spouse) such employee, upon request, will be excused with pay for three (3) consecutive days for the purpose of attending the funeral provided that at the time of death there is an existing valid certificate of marriage on file in Human Resources when considering the death of persons related by marriage.

An extra day will be given when the funeral of an immediate family member as recognized in this Section is fifty (50) miles or more from the employee's home address. The employee shall provide satisfactory evidence of death and attendance at the funeral if so requested by the City.

SECTION 12.5 LEAVE FOR ILLNESS, INJURY OR PREGNANCY

(a) In the event an employee, is unable to work by reason of non-job related illness or injury, the City may Grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. If such leave is granted by the City, the City shall provide its portion of insurance premiums for a period not to exceed ninety

(90) days; the employee shall be responsible for paying his/her portion of the insurance premium directly to the City at such time specified by the City.

When deciding whether to grant or deny such unpaid leave the City's decision shall not be arbitrary or capricious.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the City a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall be required to furnish a current report from the attending doctor at the end of every forty-five (45) day interval.

(c) Before returning from a leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job-related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is exhausted.

SECTION 12.6 LEAVE FOR JOB RELATED INJURY

In the event an employee is unable to work by reason of a job-related illness or injury, the City shall grant a leave of absence up to a maximum of one hundred eighty (180) consecutive calendar days, the first thirty (30) of which shall be at full pay. During the first thirty days said employee agrees to sign over his/her worker's compensation check(s) to the City. The remainder of the leave shall be compensated at two-thirds (2/3) of the employee's normal pay, as provided by Illinois Workers Compensation Law. However, should workers compensation be changed so that payments to employees are less than 2/3rds gross salary, then the employer shall make up the difference between what is received by the employee and 2/3rds gross pay for a period of 150 days.

Should a change in law result in employees receiving greater than 2/3rds gross salary, then the difference shall

be deducted by the employer from its portion of insurance premiums. In any event, no employee on job related disability leave shall receive less than 2/3rds gross salary plus the employer's portion of insurance premiums for the periods stated above. The City shall continue to provide its portion of insurance payments for up to ninety (90) days. To receive benefits under this section an employee will take all reasonable steps to apply for workers compensation benefits as soon as reasonably possible.

An employee who is on leave of absence due to a job related injury shall accrue seniority for the first ninety (90) days of such leave. The requirements of Section 12.5 (b) and (c) shall be applicable to leaves granted under this Section; except that accrued sick leave need not be exhausted prior to the granting of leaves under this Section.

Once medically approved for light duty, the employer may assign employees on disability leave to light duty assignments.

SECTION 12.7 BENEFITS WHILE ON LEAVE

(a) Unless otherwise stated in this Article, an employee returning from leave will have her seniority continued after the period of the leave. Where the leave of absence is for less than (40) days, upon return the City will place the employee in her previous job; if the leave of absence is for forty (40) days or more, the employee will be placed in the first available opening in her classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to her seniority except for his/ her leave, he/she shall go directly on layoff.

(c) During an approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), as amended by Section 12.5A, provided the employee makes arrangements for the change and arranges to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

SECTION 12.8 NON-EMPLOYMENT ELSEWHERE

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

SECTION 12.9 USE OF ACCUMULATED VACATION TIME

Employees shall normally be required to exhaust their vacation before receiving disability leave. The employer may, however, make exceptions to this rule for good cause shown.

ARTICLE 13

SICK LEAVE

SECTION 13.1 ACCUMULATION

Employees shall be credited with eight (8) hours of paid sick leave per month for each month during which the employee has worked (or been paid for by the City as if worked) a minimum of 120 hours. Sick leave shall accumulate to a maximum of 400 hours, but may not be taken during an employee's probationary period.

Communications personnel on continuous shift operations shall accrue eight and one half (8.5) hours of sick leave credit per month of continuous service and shall be charged eight and one half (8.5) hours of sick leave per each full shift used. Sick leave may be used in one (l) hour increments.

SECTION 13.2 USE OF SICK LEAVE

Sick leave may be used:

(a) For an employee's personal illness;

(b) For non-compensable injuries;

(c) For sickness of family members as described in the Illinois Employee Sick Leave Act Public Act 099-0841;

(d) For medical, dental and optical appointments.

Communications employees shall call in to the supervisor on duty at least two () hours in advance and other employees shall call in to the supervisor on duty at least one-half (1/2) hour in advance when they are unable to report to work because of sickness, or any other reason. Failure to do so shall be subject to discipline.

SECTION 13.3 SUBSTANTIATION

The City may require a duly authorized practitioners report before granting sick leave with pay for sick leave absences of three (3) days or longer or where an employee shows a pattern of using sick leave prior to or subsequent to scheduled days off. Before returning to work, an employee having been absent from work for three (3) or more consecutive work days because of illness or injury may be examined by the City Physician, or other qualified practitioner, at the employee's selection, who shall state whether or not such employee is physically able to resume work. If a pattern of abuse of this Section is suspected by the employee's immediate supervisor, the City shall reserve the right to require the employee to produce a statement verifying his or her illness by a duly authorized physician, even when such illness or injury results in less than three (3) days absence from work. The City shall advise the employee to consult a physician when the employee notifies the

City of his or her inability to report to work. If the employee elects to see the City Physician, the examination shall be at the City's expense. Abuse of sick leave shall subject the employee to discipline. An employee who uses five (5) or more sick days within a fiscal year or an employee who shows a pattern of using sick leave prior to or subsequent to a scheduled day off may be required to provide a physician's statement attesting to the employee's or family member's illness giving rise to use of sick leave and releasing employee for return to duty, provided employer has reason to suspect sick leave abuse. An occurrence shall be one (1) work day on paid sick leave or one or more consecutive work days on paid sick leave, provided the employee has accrued sick leave day(s) available. An FMLA event shall not be considered an occurrence under this Article.

SECTION 13.4 NO ACCUMULATION

Employees shall not accrue sick leave for any month during which they are on layoff or other leaves of absence or are engaged in conduct in violation of Article 9, No Strike and No Lockout.

An employee who has accumulated the maximum work days of sick leave credit and who has not used the current year's sick leave credit, shall, at the end of the fiscal year, be paid an amount equal to one-half (1/2) of the unused sick leave credit for that year. At the time of retirement, forced retirement or death, the employee (or the employee's family) shall be paid one-half (1/2) day's pay for every unused sick day accumulated to his credit provided the employee has met all state mandated retirement obligations. Except as otherwise stated above, any employee covered by this Section leaving the city's employ prior to retirement shall forfeit the one-half pay for accumulated sick leave.

ARTICLE 14

VACATIONS

SECTION 14.1 AMOUNT OF VACATION EARNED

(A) Employees covered by this Agreement shall be entitled to vacation time as follows:

After 1 year and 1 day	80 work hours
After 7 years and 1 day	120 work hours
After 11 years and 1 day	136work hours
After 15 years and 1 day	160 work hours

SECTION 14.2 ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 14.1, an employee who, as of her anniversary date of employment, has been continuously employed by the City at least one (1) year, must have worked or been paid for at least 1,650 hours during the preceding year of employment.

SECTION 14.3 VACATION SCHEDULING

Vacations shall be scheduled insofar as practicable at times most desired by each employee; provided, however, the final right to designate the vacation period is exclusively reserved by the City in order to ensure the orderly performance of the services provided by the City. Employees will be allowed to use vacation time in one (1) day increments with advance scheduling based on departmental needs.

SECTION 14.4 VACATION ASSIGNMENT

Employees shall select the initial period(s) of their annual vacation on the basis of seniority and such selection shall be made within a reasonable period of time after the vacation list is initially posted. Once vacation periods are established, seniority shall not be used to bump into another employee's vacation period.

SECTION 14.5 ACCUMULATION

Vacations shall be taken during the year allowed and shall not accumulate. Once a year in December, employees will have the option of cashing out up to forty (40) hours of unused vacation time, requested in full day increments.

SECTION 14.6 DEFINITION

The term "hours worked or paid for" as used in this Article means any hours actually worked (but not including overtime premium computations) and any hours not worked for which the employee received pay from the City for such hours (e.g., paid holidays, paid vacations, jury duty, death in the immediate family) and any absence from work because of a compensable injury (maximum forty (40) hours per week).

SECTION 14.7 SEPARATION

An employee shall receive vacation pay for all vacation which he/she is otherwise eligible to take at the time of separation upon separation from employment with the City provided the employee gives two (2) weeks' notice.

ARTICLE 15

HOLIDAYS

SECTION 15.1 HOLIDAYS

(a) The following are paid holidays for eligible employees:

New Year's Day	Juneteenth (as described below)
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Labor Day

(b) Personal Holidays

Following completion of a new employee's probationary period, he/she shall be eligible to receive four (4) personal leave days per fiscal year. Personal leave days may be taken at the option of the employee with the approval of his/her supervisor with a minimum of forty-eight (48) hours' notice. Personal leave days shall be taken during the fiscal year. In the event of death, retirement or separation from service of an employee, such employee shall not be compensated for personal leave days not already taken. Personal Leave days accrue on a fiscal year basis. Personal leave days shall be prorated for employees with less than one year of service hired during the fiscal year.

(c) Personal holidays may be taken in half-day increments when approved in advance by the employee's supervisor.

For the purpose of this Article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday, and if one of the above holidays falls on a Sunday, it shall be observed on the following Monday. The personal holidays may be taken at the option of the employee with the approval of her supervisor.

(d) Effective May 1, 2020, employees covered by this Agreement in the Communications Department who work rotating shifts shall receive one hundred four (104) paid hours off at other times during the year in lieu of standard holidays and personal time off given to non-Communications personnel. This paid time off will reflect as holidays on the respective time banks.

(e) Effective May 1, 2023, the City will recognize Juneteenth as a holiday if the holiday falls on a weekday (i.e., Monday-Friday).

However, for an employee whose normally scheduled workday includes a Saturday and/or a Sunday, Juneteenth will be recognized as a holiday should it fall on the employee's normally scheduled non-weekday workday. Should Juneteenth fall on an employee's normally scheduled non-weekday workday, the employee will received one (1) day off to be used during the sixty day period following Juneteenth. If scheduling does not permit the employee to take the day off within that time period, the City will pay the employee one day's worth of pay at the employee's then straight time rate of pay.

For communications employees, should Juneteenth fall on a normally scheduled workday, the employee will receive one (1) day off to be used during the sixty-day period following Juneteenth. If scheduling does not permit the employee to take the day off within that time period, the City will pay the employee one day's worth of pay at the employee's then straight time rate of pay.

SECTION 15.2 HOLIDAY PAY

Except as provided in subsection 15.1 (d) and (e) above:

- For each such holiday, when not worked, an eligible employee shall receive eight (8) hours pay at her regular straight-time hourly rate.
- For each such holiday in fact worked, an eligible employee shall receive eight (8) hours' pay at his/her regular straight-time hourly rate plus time and one-half (1 1/2) pay for all such hours actively worked.

SECTION 15.3 ELIGIBILITY REQUIREMENTS

In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless on vacation or otherwise excused in writing, prior to the holiday, by his/ her supervisor. This Section shall not be construed to make employees on layoff eligible for holiday pay.

SECTION 15.4 HOLIDAY DURING VACATION

Except for employees covered by this Agreement in Section 15.1 (c) above, when a holiday falls within an

eligible employee's approved vacation, he/she shall receive the appropriate holiday pay or the next regularly scheduled day back may be taken as a paid day off with the approval of the employee's supervisor.

ARTICLE 16

WAGES

SECTION 16.1 GENERAL INCREASE

Employees in the bargaining unit shall receive a 3.0% wage increase effective 5/1/2025, a 2.0% wage increase 5/1/2026, a 2.75% wage increase effective 5/1/2027, and a 2.75% wage increase 5/1/2028.

SECTION 16.2 UTILITY TAX

If, at any time during the life of this Agreement, any portion of the 5% Utility Tax shall be reduced or eliminated by litigation or Council action, the City has the option to reopen negotiations over the wage rates contained in this Agreement. However, if the Union and the City cannot come to an agreement during such negotiations, then the wage rates contained in this agreement shall remain in full force and effect and the City may proceed with whatever cost cutting measures, if any, it seems to be appropriate.

SECTION 16.3 WAGE RELATED FRINGE BENEFITS

The parties recognize that when wages increase, the costs to the City (and benefits to the employees) increase in an amount far greater than the actual amount of the wage increase alone. That is, when wages go up, City costs for unemployment compensation, worker's compensation, health and welfare, retirement, overtime, the costs of paid holidays, sick days, vacations days, etc., also increase. Consequently, the parties hereby recognize that for each ten cents (10) of increased wages, the costs to the City actually increase by about thirteen (13) cents. The parties agree that these costs are a part of the total wage package received from the City and mean proportional increased costs to the City.

SECTION 16.4 MERIT PAY

The City may grant or fail to grant such merit pay increases as it solely deems appropriate based on job performances. The City agrees to notify the Union of merit pay increases.

SECTION 16.5 RECLASSIFICATION

If circumstances should require that the job performed by an employee be reclassified to a lower-paid job classification, the City agrees that it will not lower that employee's pay rate during the life of this Agreement to reflect the reclassification.

SECTION 16.6 LONGEVITY PAY

Upon completion of twelve (12) years of continuous employment, an employee shall receive two hundred fifty dollars ($250.00) longevity pay added to his/her base pay; another $350 shall be added to his/her base pay after

the completion of fifteen (15) years of continuous service, an additional $650 shall be added to his/her base salary at the completion of twenty (20) years of service.

ARTICLE 17
INSURANCE

SECTION 17.1 COMPREHENSIVE MAJOR MEDICAL PLAN

Health insurance coverage shall be provided in accordance with the City's Health Plan which is applicable to all City employees, and may include both a City major medical indemnity plan with a PPO and HMO options, and the City shall make available a dental and a vision insurance plan, said dental and vision insurance plan to be selected at the sole discretion of the City. The City further agrees that for the duration of this agreement bargaining unit members will at no time be provided lesser insurance coverage and benefits than are provided to the remainder of the City's unrepresented employees and elected officials of the City. This does not include City employees on a unionized plan in which City officials have no jurisdiction on the plan designs and cost.

If the City decides to remove one of the health plans, the City agrees to meet with the Union upon request to bargain over any impact and effects of the decision.

SECTION 17.2 PREFERRED PROVIDER ORGANIZATION (PPO)

A plan participant may choose to utilize hospitals, physicians, and other health care providers who are members of a Preferred Provider Organization (PPO). If the participant makes such a choice, the plan will pay according to the Schedule of Benefits set forth for incurred charges by the individual for the services of the PPO. If a participant chooses not to utilize a PPO provider, the Plan will pay according to the Schedule of Benefits for Non-PPO services.

SECTION 17.3 PREMIUM ALLOCATION

Effective immediately after the ratification of this agreement by both the Union and City, unit members shall contribute toward the of health insurance premiums by paying the same percentage of required health insurance premium cost as is paid by the remainder of the City employees and elected officials of the City with the city paying ninety (90%) percent and the unit member paying the remainder ten percent (10%).

SECTION 17.4 COST CONTAINMENT

The City reserves the right to institute cost containment measures relative to insurance coverage, as long as such coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures, and concurrent review in large case management. If a second opinion is required and

received, the employee shall have the choice as to which opinion to follow.

SECTION 17.5. TERMS OF INSURANCE POLICIES TO GOVERN

The extent of coverage under the insurance policies including HMO and self-insurance plans refer to in this Agreement shall be governed by the terms and conditions set forth in said polices or plans. Any questions or disputes concerning said insurance policy or plan or benefits there under shall be resolved in accordance with the terms and conditions set forth in the polices or plans, provided such policies or plans do not conflict with this Ordinance.

SECTION 17.6 LIFE INSURANCE

The City shall provide term life insurance coverage for each employee covered by this Agreement equal to one times the employee's annual salary; however, there shall be granted a minimum policy of $20,000. The value of individual coverage shall be adjusted each February 1st to the next highest $1,000.

SECTION 17.7 HEALTH INSURANCE BUYOUT INCENTIVE

Each employee has the opportunity to opt out of City paid medical coverage if he/she is eligible to be covered under an alternative insurance plan or wishes to reduce their coverage level with the City. Evidence of coverage on an alternative plan for you or anyone being removed from your current coverage needs to be provided to Human Resources before the buyout can be realized.

If you waive City paid medical insurance, the buyout amounts will be based on the following coverage levels, and added in equal payments to 24 bi-weekly pay periods and is subject to applicable income taxes:

ELIGIBLE FOR FAMILY COVERAGE:

If a City employee is eligible for family coverage finds an alternative coverage for themselves and spouse/child(ren) dependent coverage, the reimbursement is $1,500. If a City employee eligible for family coverage finds alternative coverage for the spouse and child(ren) dependent coverage but wishes to stay on the plan with single coverage only, the reimbursement is $1,000. If a City employee eligible for family coverage finds alternative coverage for the spouse or child(ren) dependent coverage but wishes to stay on the plan with spouse or child(ren) coverage, the reimbursement is $500.

ELIGIBLE FOR EMPLOYEE/SPOUSE OR EMPLOYEE/CHILD(REN):

If a City employee finds alternative coverage for themselves and spouse/child(ren), the reimbursement is $1,000. If a City employee eligible for employee/spouse or child(ren) dependent coverage and finds alternative coverage for the spouse or child(ren) but wishes to stay on the plan with single coverage only, the

reimbursement is $500.

ELIGIBLE FOR SINGLE COVERAGE:

If a City employee eligible for single coverage finds alternative coverage for themselves, the reimbursement is $500.

All payments are subject to taxes and withholdings, is not added to base salary, and the employee must demonstrate proof of other coverage to qualify. Outside of the open enrollment period, if the employee has a qualifying event, they may opt for a coverage change within thirty (30) days after the event. This includes obtaining previously declined coverage or increasing or decreasing coverage levels depending on the nature of the qualifying event.

If an employee's spouse is an existing City employee, and the employee is covered under their spouse's coverage through the City, that employee is not eligible for the health insurance buyout (and vice versa).

ARTICLE 18

MISCELLANEOUS PROVISIONS

SECTION 18.1 UNION BULLETIN BOARDS

The City will make available appropriate space for the posting of official Union notices of non-political, non-inflammatory nature at City Hall and at the Police, Fire, Public Works and Water Departments. The Union will limit the posting of Union notices to these bulletin boards and the City reserves the right to require advance approval of bulletin board postings.

SECTION 18.2 RULES OF WORK

The City shall have the right to adopt reasonable rules of work and to change or modify them, so long as such adoption, change or modification is not contrary to the express provisions of this Agreement. Whenever the City changes working rules or issues new working rules, the Union will be given at least three (3) days prior notice, absent emergency, before the effective date.

SECTION 18.3 TELEPHONE

All employees shall be required, as a condition of continued employment beyond the probationary period, to obtain and maintain an operating telephone.

SECTION 18.4 RESIDENCY

There shall be no residency requirement for employees covered by this Agreement.

SECTION 18.5 CHANGE OF ADDRESS

All employees shall be required to notify their immediate supervisor of any change of address or telephone number within three (3) working days of the change.

SECTION 18.6 UNION OFFICERS AND STEWARDS

The Union will advise the City of the names of its officers and stewards and will notify the City whenever changes occur.

SECTION 18.7 LABOR-MANAGEMENT MEETINGS

Representatives of the Union, not to exceed four (4) in number, and of the City shall meet quarterly at mutually agreed upon times for one to one and one-half (1 1/2) hours to discuss matters of mutual concern

relating to the interpretation, application or administration of this Agreement, existing work rules, or issues of health and safety. More frequent meetings may be held upon mutual agreement. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. One of the four meetings shall be scheduled during working time and the City shall pay the Union representatives in attendance their normal rate of pay for this one meeting; attendance at remaining meetings shall not be considered as time worked for the employees involved.

SECTION 18.8 UNIFORMS

City agrees that should uniforms unique to the City of Waukegan be required for work, the City shall pay the cost of such initial and replacement uniforms. To be eligible for replacement uniforms, employees must return any and all soiled garments to the City (supervisor). Employees may not wear such uniforms outside of work and shall be required to wear and maintain their uniforms in a clean, neat, and orderly fashion.

Beginning with the 2020-2021 fiscal year, the employer shall pay a uniform allowance of one hundred fifty dollars ($150) annually to employees in the Building and Telecommunication Departments. Effective May 1, 2026, the uniform allowance for employees in Building and Telecommunication Departments will increase to $200.

SECTION 18.9 VIDEO DISPLAY TERMINALS

City agrees to allow Union opportunity for input prior to making major change in VDT equipment. City shall allow pregnant VDT operators(s) to take a leave of absence without pay. Upon return, such employee shall be entitled to previous job, if available, or to the first available opening for which she qualifies. City shall consider the use of temporary help before permanently filing positions left vacant during such leave of absence.

SECTION 18.10 USE OF SECONDARY LANGUAGE

Employees who utilize a language other than English are expected to assist citizens who speak that same language, where appropriate. The effective utilization of such second language shall be taken into consideration when the employee's work performance is reviewed, and when the employee applies for a transfer or a promotion. If the employee makes an inadvertent mistake in translation then such inadvertent mistake shall not be cause for discipline.

SECTION 18.11 TELECOMMUNICATORS/COMMUNICATION PERSONNEL AND OUTSIDE EMPLOYMENT

Communications employees shall annually notify their Supervisor in writing of their desire to engage in outside employment, whether for hire by another employer or for self-employment. Such notification shall include the name of the employer, the type of business, the number of days worked weekly and the number of hours worked daily as well as the proposed hours of employment. Written request for such employment shall be approved by the City unless such outside employment will interfere with the employee's communications department position, ability to perform department duties, place the employee in a conflict of interest situation, or cause embarrassment to the good public image of the Waukegan Police Department. Although requests to pursue outside employment shall not be unreasonably denied, any approval of outside employment subsequently may be revoked by the City for cause. An employee requesting outside employment must be subject to emergency call to duty.

SECTION 18.12 DISPATCH CONSOLIDATION

The City of Waukegan shall give the earliest possible notice and formally bargain with the Union over the effects of such consolidation.

SECTION 18.13 CODE ENFORCEMENT OFFICERS

Code Enforcement Officers may be permitted to trade or give away an on-call assignment, or a portion thereof. Provided, however, the Officer is responsible for securing qualified coverage and provided the Officer gives proper advance notice of such trade or coverage change request to the Commissioner of his designee. Advance notice of such trade or coverage request must be provided to the Building Commissioner or his designee in accordance with Departmental rules, which may change from time to time, for the purposes of approval. The Officer accepting the on-call assignment must be properly trained and authorized to perform on-call duties. Requests for an on-call trade or to permit a Code Enforcement Officer to seek coverage during their scheduled on-call assignment shall not unreasonably denied.

ARTICLE 19
TRAINING AND TUITION REIMBURSEMENT

SECTION 19.1 TRAINING

The City and the Union recognize the advantage of training and development of employees. The City shall provide employees with reasonable orientation of equipment and procedures used in employees' work assignments and periodic changes therein. The City will endeavor to provide reasonable access to training and development opportunities for qualified employees where such training is offered. Employees shall attend required training sessions and successfully complete required training programs as though part of their normal work duties.

SECTION 19.2 TRAINING OUTSIDE OFFICE

The City agrees to pay for all training time mandated or approved by the City, from the employee's normal place of work to the training site and return and to reimburse the employee for mileage if the employee's personal car is utilized in accordance with IRS regulations.

SECTION 19.3 TUITION REIMBURSEMENT

The City is committed to the continuing training and improvement of employees. To assist employees in such training the City shall reimburse employees for tuition and required text expense, provided the employee first receives the expressed written approval of his/her Agency Head and Personnel Director, or designee, which may not be unreasonably withheld. Permission must be granted prior to registering for the course. To further qualify for such reimbursement the course must be administered by an accredited school of continuing education, must be specifically job related, must be part of an undergraduate program approved in advance by the City, and must help the City meet existing needs.

Upon satisfactory completion of the approved course with a grade of "C" or higher, employees shall receive tuition reimbursement of fifty percent (50%) of tuition, fees, and required texts, to an annual limit of $3,600. The City shall pay 100% of all required seminars and courses, providing prior approval is granted by the Agency Head and Personnel Director, or designee.

Furthermore, if the employee leaves the City's employ prior to completing 24 months of continuing service with the City beyond completion of the course, any monies reimbursed the employee must be refunded to the City. The City may deduct from the employee's final paycheck any monies not properly reimbursed as

provided in this Section of the Agreement.

ARTICLE 20
HEALTH AND SAFETY

SECTION 20.1 HEALTH AND SAFETY

(a) Compliance with Laws

In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

(b) Unsafe Conditions

If an employee has justifiable reason(s) to believe that his/her safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he/she shall inform his/her supervisor who shall have the responsibility to determine what action, if any, be taken, including whether or not the job should be shut down.

(c) Health and Safety Committee

A Health and Safety Committee shall be established. The Committee shall be composed of four (4) representatives, two from the Union and two from the City. The Committee shall, at the request of either party, hold quarterly meetings at times mutually agreed upon to discuss health and safety matters, including those relating to VDT safety affecting the employees and the resolution of such matters. The party requesting the meeting shall provide a written agenda to members of the other party.

(d) Annual Eye Examination

Employees who regularly operate VDTs will receive a complete eye examination yearly. This scheduled eye examination shall be paid in full by the City. The City shall arrange the date of the examination and shall specify the attending physician and/or medical professional.

(e) Pregnant VDT Operators

The City shall allow pregnant VDT operators to take a leave of absence without pay. Upon return such employee shall be entitled to her previous job, if available, or to the first available opening for which she qualifies. The City shall consider the use of temporary help before permanently filling positions left vacant during such leave of absence.

ARTICLE 21
DRUG AND ALCOHOL TESTING

SECTION 21.1 PRINCIPLES

The Union and the City are committed to the principle that professionalism in the delivery of public service can only be maintained through an alcohol and drug-free work environment.

SECTION 21.2 WHEN TESTING MAY OCCUR

The City may require an employee to submit to a drug or alcohol test where there is reasonable, individualized suspicion of improper drug or alcohol use indicated in writing by at least to management representatives. Upon request the City shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the City's reasonable suspicion within seventy-two (72) hours of the request. In addition, the City may require communications employees to submit to random drug and/or alcohol test so long as no bargaining unit employee is required to submit to more than two random drug tests in any contract year and the City may not conduct a greater number of random drug tests in any calendar year than there are communications employees within the bargaining unit.

SECTION 21.3 THE TESTING PROCEDURE

The City may use breathalyzer tests for alcohol testing. For drug testing, the City shall use only laboratories which are certified by the State of Illinois to perform drug testing and shall be responsible for maintaining the identity and integrity of any drug sample. In such tests, the passing of urine will not be directly witnessed unless there is reasonable suspicion to believe the employee may tamper with the testing procedure. In the first drug test, which shall be considered a screening test, results in a positive finding based upon the cut-off standards utilized by the Northeastern Illinois Regional Crime Laboratory, a GC/MS (gas chromatography/mass spectrometry) or similarly accurate test shall not be submitted to the City; only GC/MS confirmatory test results of their equivalent will be reported to the City. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

SECTION 21.4 ADDITIONAL TESTS

A portion of the drug test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug testing of the employee's choosing. In addition, an employee shall have the right at the time a sample is taken to insist that a blood sample be taken and retained for testing should the initial test prove positive.

SECTION 21.5 DISCIPLINE AND REHABILITATION

If an employee tests positive for alcohol or for illegal drugs or for the abuse of prescribed drugs, the City may discipline the employee and/or may direct the employee to seek assistance through an employee assistance program. Voluntary requests for assistance shall be held strictly confidential, and information concerning such requests shall be shared by the City only on a need to know basis. An employee voluntarily requesting assistance with a drug and/or alcohol problem shall not be disciplined by the City because of such an initial request for assistance.

SECTION 21.6 UNION REPRESENTATION

When an employee is requested to submit to a drug test, he/she shall have the right to have a union representative present during such test so long as it does not unreasonably delay the test, and the employee shall be given at least some of the reasons for the test. If the employee waives the right to a union representative, such waiver shall be in writing.

SECTION 21.7 PAYMENT FOR TESTING

Except as otherwise provided above, all drug testing shall be at the City's expense and, except for a separate blood test requested by the employee which shall be equally shared between the employee and the City, shall be conducted while the employee is on duty or is being paid.

SECTION 21.8 HANDLING OF SAMPLES

Body fluid samples shall be properly marked, sealed and shall be signed by the employee being tested, the union representative, and a representative of the City. The sample shall be mailed or taken to the laboratory by a Union representative and a representative of the City.

SECTION 21.9 CONSTITUTIONAL RIGHTS

Nothing in this Article shall be construed to limit an employee's constitutional rights.

ARTICLE 22
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parties or portions of this Agreement shall remain in full force and effect.

ARTICLE 23

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this 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 or Ordinance from the area of collective bargaining, and that the understanding 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 unqualified 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24
TERMINATION

This Agreement shall be effective as of the Ratification date of Agreement and shall remain in full force and effect until 11:59 P.M. on April 30, 2029. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

CITY OF WAUKEGAN

_____
Mayor

DATE: _____

SEIU LOCAL 73

_____
Union

DATE: _____

APPENDIX A
SALARY SCHEDULE

3.00%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	After 12 yrs	After 15 yrs	After 20 yrs
Classification		After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs	After 7 yrs	After 8 yrs	After 9 yrs	$ 250	$ 350	$ 650
May 1, 2025 - 3%													
Clerical Technician	47,750	50,764	52,272	53,779	55,285	56,834	57,971	59,130	60,313	61,519	61,769	62,119	62,769
Telecommunicator	61,879	63,799	66,269	68,188	70,234	72,340	75,933	77,451	79,000	80,580	80,830	81,180	81,830
Telecomm with Overtime	68,067	70,179	72,896	75,007	77,256	79,574	83,526	85,196	86,891	88,639	88,889	89,239	89,889
Code Enforcement Officer	58,266	61,819	63,672	65,581	67,550	69,578	70,969	72,388	73,836	75,313	75,563	75,913	76,563
Administrative Assistant	63,599	64,872	66,168	67,491	68,843	70,220	71,624	73,055	74,517	76,007	76,257	76,607	77,257
Senior Telecommunicator	76,578	78,109	79,671	81,265	82,890	84,548	87,448	89,196	90,981	92,800	93,050	93,400	94,050
Sr Telecomm with Overtime	84,236	85,921	87,638	89,391	91,179	93,003	96,193	98,116	100,079	102,080	102,330	102,680	103,330
Building Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397
Electrical Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397
Eng Technician/Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397
Fire Prevention Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397
HVAC Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397
Plumbing Inspector	78,778	80,354	81,960	83,599	85,271	86,976	88,716	90,491	92,301	94,147	94,397	94,747	95,397

2.00%	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	After 12 yrs	After 15 yrs	After 20 yrs
		After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs	After 7 yrs	After 8 yrs	After 9 yrs	$ 250	$ 350	$ 650
May 1, 2026 - 2%													
Clerical Technician	48,705	51,779	53,317	54,855	56,391	57,971	59,131	60,313	61,520	62,749	62,999	63,349	63,999
Telecommunicator	63,117	65,075	67,595	69,552	71,638	73,787	77,451	79,000	80,580	82,192	82,442	82,792	83,442
Telecomm with Overtime	69,428	71,583	74,354	76,507	78,801	81,165	85,196	86,900	88,629	90,411	90,661	91,011	91,661
Code Enforcement Officer	59,432	63,056	64,945	66,893	68,901	70,970	72,389	73,836	75,313	76,820	77,070	77,420	78,070
Administrative Assistant	64,871	66,169	67,491	68,841	70,220	71,624	73,056	74,516	76,007	77,527	77,777	78,127	78,777
Senior Telecommunicator	78,110	79,671	81,264	82,890	84,548	86,239	89,197	90,980	92,801	94,656	94,906	95,256	95,906
Sr Telecomm with Overtime	85,921	87,639	89,390	91,178	93,002	94,863	98,117	100,078	102,080	104,122	104,372	104,722	105,372
Building Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280
Electrical Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280
Eng Technician/Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280
Fire Prevention Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280
HVAC Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280
Plumbing Inspector	80,354	81,961	83,600	85,271	86,976	88,716	90,490	92,301	94,147	96,030	96,280	96,630	97,280

2.75%	Step 1	Steo 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	After 12 yrs	After 15 yrs	After 20 yrs
		After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs	After 7 yrs	After 8 yrs	After 9 yrs	$ 250	$ 350	$ 650

May 1, 2027 - 2.75%													
Clerical Technician	50,044	53,203	54,784	56,363	57,942	59,565	60,757	61,971	63,211	64,475	64,725	65,075	65,725
Telecommunicator	64,853	66,865	69,453	71,464	73,608	75,816	79,581	81,172	82,796	84,452	84,702	85,052	85,702
Telecomm with Overtime	71,337	73,551	76,399	78,611	80,968	83,397	87,539	89,290	91,066	92,898	93,148	93,498	94,148
Code Enforcement Officer	61,066	64,790	66,731	68,733	70,796	72,921	74,379	75,866	77,384	78,932	79,182	79,532	80,182
Administrative Assistant	66,655	67,989	69,347	70,734	72,151	73,594	75,066	76,566	78,097	79,659	79,909	80,259	80,909
Senior Telecommunicator	80,258	81,862	83,499	85,170	86,873	88,610	91,650	93,482	95,353	97,259	97,509	97,859	98,509
Sr Telecomm with Overtime	88,284	90,049	91,849	93,686	95,560	97,472	100,815	102,830	104,888	106,985	107,235	107,585	108,235
Building Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921
Electrical Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921
Eng Technician/Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921
Fire Prevention Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921
HVAC Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921
Plumbing Inspector	82,564	84,215	85,899	87,616	89,368	91,155	92,979	94,839	96,736	98,671	98,921	99,271	99,921

2.75%	Step 1	Steo 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	After 12 yrs	After15 yrs	After 20 yrs
		After 1 yr	After 2 yrs	After 3 yrs	After 4 yrs	After 5 yrs	After 6 yrs	After 7 yrs	After 8 yrs	After 9 yrs	250	350	650

May 1, 2028 - 2.75%													
Clerical Technician	51,421	54,666	56,290	57,913	59,535	61,203	62,428	63,675	64,950	66,248	66,498	66,848	67,498
Telecommunicator	66,636	68,704	71,363	73,430	75,633	77,901	81,770	83,405	85,073	86,774	87,024	87,374	88,024
Telecomm with Overtime	73,299	75,574	78,500	80,773	83,195	85,691	89,947	91,746	93,570	95,452	95,702	96,052	96,702
Code Enforcement Officer	62,745	66,572	68,567	70,623	72,743	74,927	76,425	77,953	79,512	81,103	81,353	81,703	82,353
Administrative Assistant	68,488	69,859	71,255	72,679	74,135	75,617	77,130	78,671	80,245	81,850	82,100	82,450	83,100
Senior Telecommunicator	82,465	84,113	85,795	87,512	89,262	91,047	94,170	96,053	97,975	99,934	100,184	100,534	101,184
Sr Telecomm with Overtime	90,712	92,525	94,374	96,262	98,188	100,152	103,587	105,658	107,772	109,927	110,177	110,527	111,177
Building Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634
Electrical Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634
Eng Tecnician/Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634
Fire Prevention Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634
HVAC Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634
Plumbing Inspector	84,834	86,531	88,261	90,026	91,826	93,662	95,535	97,447	99,397	101,384	101,634	101,984	102,634

ARTICLE 24
TERMINATION

This Agreement shall be effective as of the Ratification date of Agreement and shall remain in full force and effect until 11:59 P.M. on April 30, 2029. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

CITY OF WAUKEGAN

Mayor

DATE: 5/14/2026

SEIU LOCAL 73

Union

DATE: 5/14/2026