

**Agreement**

**Between**

**The City of Elgin**

**And**

**Clerical Technical Group Service  
Employees International Union Local 73**

**January 1, 2022 through December 31, 2024**

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## PREAMBLE

This Agreement is made by and between the City of Elgin (herein called "City") and the Clerical/Technical Employee Group/SEIU Municipal Division, Local 73 (herein called "Group" or "Union") for and on behalf of all non-probationary full-time occupants of the positions listed in Attachment A. This Agreement shall constitute the sole and entire agreement between the parties, and shall replace and supersede all prior agreements for the period of January 1, 2022 through December 31, 2024, setting forth wages, hours, and other terms and conditions of employment with the City retaining all other rights to operate the City government effectively in a responsible and efficient manner. Each employee covered by this Agreement will receive a copy of the final executed Agreement.

All references to individuals in this Agreement are intended to designate both genders, and wherever the male or female gender is used, such gender reference shall be construed to include both male and female genders.

## ARTICLE I

### RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Union SEIU Local 73, as the sole bargaining representative for the purposes of establishing wages, hours and conditions of employment for all full-time employees of the Clerical Technical Employee Group who are in the classifications listed in Attachment A. The parties agree that the rental licensing position known as Program Administrator has been removed from the bargaining unit by agreement of the parties and that the prior arbitration decision regarding such position is null and void. All other employees of the City are excluded, including, but not limited to part-time; seasonal; short-term; confidential; managerial; and supervisory employees. Absent a significant change in work duties or responsibilities, those persons originally included within the bargaining unit under the Illinois State Labor Relations Board (ISLRB) certification shall continue as bargaining unit members and those persons excluded under the ISLRB's certification shall remain excluded. The employer shall not reduce the work hours of bargaining unit employees for the purpose of removing such employees from the bargaining unit.

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

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

## ARTICLE II

### MANAGEMENT RESPONSIBILITIES

The City shall retain the sole right and authority to operate and direct the affairs of the City and its various operating departments in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the City's right to determine its mission, policies, and set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by operating departments and by employees of the City; to determine the methods, means and number of personnel needed to carry out each department's mission; to direct the working forces, to schedule and assign work, and to assign overtime; to hire, assign and transfer employees; to promote, demote, discipline or suspend; to discharge for just cause; to lay off or relieve employees due to lack of work or other legitimate reasons; to establish work and productivity standards; to make, publish and enforce rules and regulations; to contract out for goods and services; to introduce new or improved methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency, provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

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

## ARTICLE III

### NON-INTERRUPTION OF WORK

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



## ARTICLE IV

### UNION RIGHTS

Section 1. Representation Rights. For purpose of collective bargaining, the bargaining unit employees shall be represented as follows:

Bargaining Committee: By a Union bargaining committee chosen and designated by the vote of the Union bargaining unit members.

Steward Structure: By Union stewards and/or Unit Officers chosen and designated by the vote of the Union bargaining unit members, to represent employees among all departments and shifts.

Union Representatives: By Local Union Representatives who may at any time participate and assist the Bargaining Committee and/or Unit Officers and Stewards in the performance of their Union related duties.

Section 2. Bulletin Board. The Union shall be given space for a bulletin board in each building in a place where employees normally gather (time clock, break room, etc.) for the purpose of displaying Union information of a non-political and non-inflammatory nature. Said information will consist of meeting notices, negotiation updates, steward's names, election notices and results and the like. Bulletin boards shall be located in the Hemmens Cultural Center, the City Hall break room, the Community Development Department, Centre of Elgin administrative area and on each floor of the Police Department. The locations for the bulletin boards shall be mutually agreed to by the parties.

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

Section 4. Visitation by Union Representative. A representative of the Union, and an off-duty bargaining unit officer or steward previously accredited to the City in writing, shall have reasonable access to the premises of the City during working hours with advance notice to the City Manager or his designated representatives under the conditions described below.

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

For any meeting or visitation called for or requested by management requiring the presence of any on duty Union officer during working hours, it shall be the responsibility of management and

the employee to inform any other necessary managers of that employee's need to be at such meeting.

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

Section 5. Orientation. The Union shall be permitted to present a two hour orientation, to be scheduled through the Department Head during normal work hours, on a one time basis to any newly hired employee who will be covered under this Agreement.

## ARTICLE V

### ANTI-DISCRIMINATION

Section 1. No Discrimination. The City and the Union shall not discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical disability, or union activity. Any dispute concerning the application and interpretation of this paragraph shall be processed through the appropriate federal and state agency or court.

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

## ARTICLE VI

### UNION SECURITY

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

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

the Union to fulfill its duty of fair representation.

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

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

Section 5. New Hires. The City agrees to provide the Union each month with the names and other requested relevant information on every new Union hire.

## ARTICLE VII

### SENIORITY

Section 1. Definition and Accumulation. Unless otherwise provided in this Agreement, seniority shall be defined as a non-probationary employee's length of continuous full-time service in a position covered by this Agreement since the employee's last date of hire, less adjustments for layoff. Provided, however, notwithstanding the above, seniority shall continue to accumulate, for the sole purpose of calculating any seniority preference in testing, time off selection and overtime assignments, when employee is on a leave, whether paid or unpaid. This practice shall not impact economic benefits, including but not limited to step increases and length of service calculations where length of service results in additional payment or benefits from the City.

City Wide Seniority shall be defined as an employee's length of continuous full-time employment since their last date of hire with the City of Elgin. City Wide Seniority will apply in the determination of any benefit time accrual and to layoff procedures, pursuant to Article 8, Layoff and Recall. It shall not apply with respect to the determination of an employee's wage base and probationary period.

Departmental/Divisional Seniority shall be defined as an employee's length of continuous full-time employment within their specific department/division and shall not include any length of service in any other department/division. Departmental/Divisional Seniority shall apply in the determination of an employee's probationary period, days off, overtime (voluntary & mandatory), vacation selections, personal day selections, shift selections, and comp-time selections. For departments with more than one division, Divisional Seniority shall supersede and control over Departmental Seniority.

For clarification purposes, each division in the police department is considered a separate division (i.e. Communications Division, Records Division, Animal Control Division, Administrative Assistant to Investigation Division, and Community Service Officer Division.

The amendatory provisions in this section shall become effective January 1, 2023.

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

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

Section 3. Probationary Period. All newly hired employees, and those employees rehired after loss of seniority as defined by Article VII, Section 2, shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months, as may be adjusted for any authorized leaves of absence or other breaks in service. The employee successfully

completing the Probationary Period shall be fully covered by the provisions of this Agreement. Consideration of successful completion of the Probationary Period will be reviewed by the City following the completion of twelve (12) full months of service. If the City does not hold such review within thirty (30) days of the employee's twelve (12) month anniversary, said employee shall be automatically certified as a member of the bargaining unit.

The probation period for an employee may be extended up to an additional six (6) months, at management's discretion, following a meeting with the employee and with notice to the Union. Such extension shall be approved by the City prior to the completion of the initial twelve (12) full months of service. If the City does not hold a review within thirty (30) days of the completion of the extension period, the employee shall be automatically certified as a member of the bargaining unit.

If a Group employee demotes from a position other than Telecommunicator II or promotes to the position of Telecommunicator I, such employee's probationary period shall run as follows: Within the first ninety (90) days of said demotion or promotion, or within ten (10) days of the performance evaluation provided for in this section, whichever is later, the employee shall be entitled to return to his former position or equivalent position. The employee shall be given an evaluation by his supervisor on the eightieth (80<sup>th</sup>) day on the new job. After ten (10) days from the date of the aforementioned performance evaluation, such employee shall be considered to be on a normal probationary status as provided for herein. If, within ten (10) days of the aforementioned performance review, in the City's sole discretion, the employee does not reasonably demonstrate the ability to satisfactorily perform the job, the employee shall be returned to her former position or equivalent position. During the remainder of the employee's probationary period, if either the employee provides a written demand, or the City chooses to terminate the employee's probationary period for unsatisfactory performance, such employee shall be returned to her former position if such position has not been offered to any other person.

During the probationary period, a probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither the reason for, or action taken, may be the subject of the grievance procedure. There shall be no seniority among newly hired probationary employees. Upon the successful completion of the probationary period, the employee shall receive seniority credit and his seniority shall be retroactive to the last continuous date of employment, less any adjustments. The employee successfully completing the probationary period shall be fully covered by the provisions of this Agreement, except as otherwise stated in this Agreement.

Section 4. Job Vacancies. As soon as practical upon determination of the City Manager to fill a vacant position for a position covered by this Agreement, the City agrees to email a notice of any opening in any position covered by this Agreement with a detailed explanation of the requirements, wage range and the duties of the position and to the Unit Chairperson and each current bargaining unit employee eligible to apply for such vacant position. A copy of the job description for the position will be made available to an applicant upon request. The City further

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

#### Section 5. Career Ladder.

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

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

- a) An employee may be demoted upon the written request of the employee with the written consent of the City Manager.
- b) In addition to any suspension that may be imposed, and in lieu of dismissal, an employee may be demoted for cause upon the direction of the City Manager. Such disciplinary demotions shall be subject to the grievance procedure provided for by the collective bargaining agreement.
- c) Any employee who is demoted pursuant to a disciplinary demotion as provided by subsection (b) above shall not be eligible for a promotion for a period of two (2) years, unless this two year restriction is waived by the City Manager in the City Manager's sole discretion.
- d) In the event of a disciplinary demotion as provided for herein, the City

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

2. LATERAL TRANSFERS: Lateral transfers shall be allowed within the same job title. Lateral transfers from one job classification to another will not be allowed.

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

3. PROMOTIONAL VACANCIES:

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

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

Section 6. Preference Based on Departmental Seniority. Departmental/Divisional Seniority as defined in Article VII, Section 1, shall be the determining factor if there is a conflict between two or more bargaining unit employees when bidding on vacation time, shift preference or off

days except where stated otherwise in this Agreement.

Section 7. Carry-over of Seniority. As long as it is the City's practice, bargaining unit employees shall be allowed to carry their "City seniority" from one division or department to another for the purpose of benefit time accrual, if there is no break in service and employment is continuous with the City.

## ARTICLE VIII

### LAYOFF AND RECALL

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

- a) temporary or part-time employees in the affected classification within the affected department or division;
- b) newly hired probationary employees in the affected classification within the affected department or division; and
- c) in the event of further reductions in force, employees will be laid off from the affected classification within the affected department or division starting with the least classification seniority. When such reduction occurs, the employee with the least classification seniority in the affected classification shall, based on city-wide seniority, displace the least senior employee in a lower or equally rated job classification in the same department or division, provided he is qualified to do the job and has the necessary city-wide seniority. If the employee cannot displace the least senior employee in a lower or equally rated job classification in the same department or division because he is unqualified for the job or does not have the necessary city-wide seniority, the employee shall then displace the least senior employee in a lower or equally rated job classification in another department or division, provided he is qualified to do the job and has the necessary city-wide seniority.
- d) an employee who is on layoff with recall rights shall retain his seniority and unused benefits accrued up to the effective date of the layoff and shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee or dependent coverage, whichever may apply; provided, however, that the employee shall not be eligible to accrue seniority, sick leave and vacation leave during the layoff. An employee electing to participate in insurance coverage while on layoff shall be allowed up to twenty-four (24) months of said participation and shall be reimbursed for any overpayment.



If any non-probationary employee is laid off as a result of the foregoing layoff provisions, said employee may, at his option, displace any non-bargaining unit temporary or part-time employee who has less city-wide seniority, provided he is qualified to do to the job of the displaced employee. In such event, the displacing employee shall not be in the bargaining unit; provided, however, such displacing employee shall retain the right to be recalled to a bargaining unit position in accordance with the provisions of this Agreement.

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

Section 3. Order of Recall. Employees on the recall list shall be recalled in order of seniority within their job classification within the affected department or division, provided they are still qualified to perform the work in the job classification. The City shall not impose new job tests when there has been no change in job duties. In the event of a recall, eligible employees shall be sent a notice of such recall by registered mail, return receipt requested, with a copy to the Union. The recalled employee shall notify the City of his intent to return to work within three (3) working days after receiving such notification of recall and shall report to work within fourteen (14) calendar days of receiving such notification of the recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail.

## ARTICLE IX

### WAGES

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

Effective January 1, 2023, employees covered by this Agreement shall receive a three percent (3%) across the board salary range increase.

Effective January 1, 2024, employees covered by this Agreement shall receive a three percent (3%) across the board salary range increase.

Section 2. Training Bonus. Effective at the beginning of the next payroll period immediately following the ratification by both parties of this Agreement for the term commencing January 1, 2022, and except for certain designated public safety telecommunicators as provided below, any bargaining unit employee who is assigned, in advance and in writing, by the applicable department head, to formally train another employee shall receive a four percent (4%) increase to his/her base rate of pay for all hours spent performing such training.

No such four percent (4%) increase shall apply unless the aforementioned written assignment

designates the assignment as being applicable for the aforementioned increase. All such assignments shall be in the applicable department head's sole discretion; provided, however, that such discretion shall not be exercised in an arbitrary, capricious or discriminatory manner.

Such training shall not include or be based on: simple observation and the like by the new employee; new employee orientation activities; or cross-training (a mutual exchange of skills and knowledge between employees) within a job classification.

Effective at the beginning of the next payroll period immediately following the ratification by both parties of this Agreement for the term commencing January 1, 2022, any public safety telecommunicator designated at the sole discretion of the police chief as a certified training officer (CTO) shall be paid an additional four percent (4%) above his/her step on the monthly salary schedule for regular duty hours, not including overtime or any benefit time, for the period of time so designated. The police chief will decide in his or her sole discretion whether to designate any public safety telecommunicator(s) as a certified training officer including the number(s) and employee(s) to be selected.

Section 3. Job Reclassification or New Job Creation. Should the City reclassify a bargaining unit position to another classification within the bargaining unit or create a new bargaining unit position due to work not encompassed in the existing job classification, the new position shall be included in the unit and a new wage rate shall be established. It is further agreed that reclassification shall not be made with the intention of eroding the bargaining unit membership.

Section 4. SEIU National Industry Pension Fund. The City shall contribute funds to the SEIU National Industry Pension Fund as follows: As of January 1, 2010, the City shall contribute to the SEIU National Industry Pension Fund ("the Fund") 50¢ per paid hour for all employees covered by this Agreement from the employee's initial date of employment or the effective date of this Agreement, whichever is later.

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

Section 5. Temporary Upgrading. To insure the orderly performance and continuity of municipal services, the City may, at its discretion, temporarily assign an employee on an acting basis to a higher position than his/her permanent classification. Such temporary assignment may be made to a position in order to maintain the workflow during the normal appointment process, or to replace an employee temporarily absent for whatever reason, including, but not limited to, vacation, extended sick leave, worker's compensation leave, or any other leave. An employee temporarily upgraded shall receive the greater of one step pay increase over their current rate of pay, or an increase equal to the minimum step of the position being temporarily filled starting from the first hour of the first day worked in such an assignment.

Section 6. Employee Review. Within thirty (30) days before or after the employee's anniversary date, the City shall review the employee's work performance to determine whether the employee will progress to the next step, when step increases are applicable. If the employee is on any contractually, legally or City authorized leave (i.e., Family Medical Leave or worker's compensation, etc.) such review may be postponed an equivalent number of days to the total days of such absence. In the event the employee review is not conducted within the applicable established time frame, the employee shall automatically receive any step increase.

Section 7. Longevity Pay. Effective January 1, 2022, employees with continuous service in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

Years of continuous service	Amount of annual longevity pay
10 years but less than 20 years	2% of Step 6 of the yearly salary of pay grade 525
20 years but less than 30 years	2.5% of Step 6 of the yearly salary of pay grade 525
30 years or more	3% of Step 6 of the yearly salary of pay grade 525

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

Section 8. Language Proficiency Stipend. Effective January 1, 2022, the first full month after an employee is certified by the City or a third party selected by the City to be proficient in Spanish, Laotian, or sign language, the employee shall be paid a stipend of fifty dollars (\$50.00) per month.

Section 9. Leads Coordinator Compensation. Any Public Safety Telecommunicator designated at the sole discretion of the Police Chief as Leads Coordinator shall be paid an additional four percent (4%) above his/her step on the monthly salary schedule for regular duty hours, not including overtime or any other benefit time, for the period of time so designated. The Police Chief shall decide in his or her sole discretion whether to designate any Public Safety Telecommunicator(s) as a Leads Coordinator including the number(s) and employee(s) to be selected.

Section 10. Public Safety Telecommunicator Promotions. Effective January 1, 2022, in addition to other promotions to the position of public safety telecommunicator II which may be approved by the city, employees who are in the position of public safety telecommunicator I shall have the right to be promoted to the position of public safety telecommunicator II one (1) year after having been at Step 6 of the public safety telecommunicator I position, provided such employee is qualified and capable of performing all of the duties of the public safety telecommunicator II

position.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

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

Section 2. Normal Work Week. The normal work period shall not exceed fourteen (14) calendar days. The normal work week shall consist of five (5) days of eight (8) hours each day unless an alternative schedule currently exists within a department or is mutually agreed to by the City, the employee and/or the Union, or as may otherwise be provided for herein.

Section 3. Work Schedule Change. Should it be necessary for the City to establish a daily or weekly work schedule departing from the normal workday or normal work week, the City shall, where possible, give at least three weeks' notice, except in emergency situations, to the employee or employees to be affected. Such schedule change shall be offered to qualified employees, by seniority. If it is necessary to assign the changed schedule, it shall be done by reverse order of seniority among qualified bargaining unit employees.

Section 4. Overtime Pay. Employees covered by this Agreement shall be paid one and one-half times their regular straight-time hourly rate of pay for all hours worked in excess of the scheduled eight (8) hours in a day or forty (40) hours in a week actually worked. For shift employees this would also be in excess of the scheduled eight (8) hours in a day or forty (40) hours in the normal work period actually worked. The provisions of this section notwithstanding, maintenance employees scheduled to work ten (10) hour days in a four (4) day week work schedule shall only be paid one and a half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of the scheduled ten (10) hours in a day or forty (40) hours in a week actually worked. For the purpose of application of this section, hours worked shall include all paid leave hours except sick time. In addition:

1. On the officially designated day on which Central Daylight Savings Time becomes effective (clocks turned ahead one (1) hour), employees on duty and actually working during the time change shall be paid for actual hours worked.
2. On the officially designated day on which Central Daylight Savings Time reverts to Central Standard Time (clocks turned back one (1) hour), employees on duty and actually working during the time change shall be paid for actual hours worked. Any hours actually worked beyond the employee's regular shift shall be paid at the employee's applicable overtime rate of pay.

3. Employees shall not be compensated for time spent for receiving department awards or city recognition if such receipt occurs during off-duty time.
4. Off Duty Calls: Any bargaining unit employee who is authorized or directed by a supervisor to make a job related telephone call while off duty, shall receive one-half (1/2) hour pay at time and one-half (1/2). For the purpose of clarification, this section does not apply to calls from or to the City regarding the scheduling of overtime with the sole exception of when the City calls an employee to mandate the employee to report for overtime duty.

Section 5. Scheduled and Anticipated Overtime. When the need for overtime arises within a classification and can be scheduled in advance, it shall be offered to bargaining unit employees, in the affected classification, by rotational seniority and/or exclusive area of job assignment in accordance with established department practice, unless, in the case of the Building Maintenance Department, the skill level required to perform the task at hand dictates that an employee more suited for the situation be called. This provision shall not apply to holdovers for completion of assignment(s).

For purpose of this Article, "scheduled" overtime will mean overtime that shall be scheduled at least 24 hours in advance. "Anticipated" overtime will mean overtime that may be scheduled within the same work day with advance notice of one (1) hour or more.

It is further agreed that bargaining unit employees shall continue to work within the current applicable overtime policy and/or any amended policy that is mutually agreed to between the City and the Union.

In the case of telecommunication operators, all overtime shall be offered based upon Departmental/Divisional seniority.

Section 6. Telecommunications. Overtime is mandatory for telecommunication operators. Overtime shall be offered in order of departmental seniority on a rotational basis, unless the skill level/specific training required for the shift in question dictates that an employee more suited for the unscheduled overtime be called. The maximum holdover for telecommunication operators shall be four hours (twelve hour maximum shift) unless otherwise agreed by the employee. Notwithstanding the above, there shall be a minimum eight hour rest period between shifts. For purposes of this Article, "rotational" shall mean that a right of first refusal shall exist in order of seniority, with the least senior person receiving the assignment if no more senior person accepts in the first instance. Thereafter, overtime assignments shall be mandatory in ascending order of reverse seniority for each successive instance.

Section 7. Standby. An off-duty employee placed on standby, court standby, or on-call status by his/her supervisor will be paid \$40.00 per day. An employee on standby, called out to work or court, will receive compensation for the actual time worked at one and one-half (1/2) times his/her straight time hourly rate of pay in addition to the scheduled standby compensation.

Section 8. Callouts. An employee called back to work after having completed his/her assigned

work or called out on their day off shall receive a minimum of two (2) hours compensation, or his/her actual time, whichever is greater, at one and one-half (1/2) times his/her straight time rate of pay.

#### Section 9. Building Maintenance Standby Policy.

- A. Building Maintenance. The following standby policies are hereby established for the Building Maintenance Department of the City of Elgin. A standby rotation roster shall be established for the department as provided herein. Each slot on a standby rotation roster shall constitute one week of standby duty.

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

Trading of days or weeks with other qualified personnel may be allowed subject to prior approval of the Department Superintendent; provided, however, the employee originally scheduled for the traded time shall remain in the rotation and shall be responsible for that time should the employee with whom he has traded become unable or unwilling to take the standby hours.

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

1. All qualified employees within the affected division but not currently on standby roster shall receive the first right of refusal, based on divisional seniority, for all remaining weeks made available through an employee's withdrawal from the

standby list.

2. Should weeks still be left after Step #1 is complete, all departmental employees currently on the standby list in the department shall be offered, by departmental seniority, the option to choose one (1) week (per employee) in rotational sequence until available weeks are exhausted.
3. Finally, any remaining unassigned slots, upon conclusion of all steps as outlined above, shall be assigned by the Building Maintenance Superintendent to the least senior qualified employee within the affected division.

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

- B. Standby Compensation. An employee who is placed on standby or on-call status by his/her supervisor will be paid two (2) hours pay at one and one-half (1½) times his/her straight time hourly rate of pay on weekdays and three (3) hours pay at one and one-half (1½) times his/her straight time hourly rate of pay on weekends or days observed as holidays. An employee on standby status called out to work will receive compensation for actual time worked of one and one-half (1½) times his/her straight time hourly rate of pay in addition to the scheduled standby compensation.

Section 10. Compensatory Time. In lieu of overtime pay, employees covered by this Agreement may accrue up to forty-eight (48) hours of compensatory time. The option of accruing compensatory time or being paid overtime pay shall be within the sole discretion of the employee's Department Head or his designee. For each hour of overtime for which the employee would have been paid time and one-half, the employee shall be granted one and one-half (1-1/2) hours of compensatory time.

Not more than twenty-four (24) hours of compensatory time may be carried over into a new fiscal year. Any employee who has accrued more than twenty-four (24) hours of compensatory time at the end of the fiscal year as a result of being unable to use said compensatory time through no fault of the employee, shall be paid at the applicable hourly rate on the last payroll period in the fiscal year for all hours in excess of twenty-four (24). Additionally, any employee who has accrued compensatory time shall also have the option to cash out such additional accrued compensatory time hours up to forty-eight (48) hours of compensatory time twice per calendar year, once during the first full pay period in July and once during the first full pay period in December to be paid at the applicable hourly rate then in effect.

Bargaining unit employees' requests to schedule compensatory time off will not be granted if any shift coverage (e.g. the monthly Communications Division schedule) must be covered by the hireback or holdover of another employee. The use of compensatory time shall be within the sole discretion of the Department Head or his designee, and shall not be granted if, in the opinion

of the Department Head or his designee, it would create operational problems.

Section 11. Travel Time – Training. An employee attending training session, seminar and conferences that do not include overnight lodging at or in the vicinity of the function shall be compensated at one and one-half times his/her straight time hourly rate of pay for reasonable time spent traveling to and from the function if the travel time causes the duty day to extend beyond an eight (8) hour workday. An employee attending training sessions, etc., that include overnight lodging at or in the vicinity of the function shall be compensated at his/her straight time hourly rate of pay for reasonable time spent traveling to and from the function when such travel time occurs on an employee's scheduled day off. All compensation shall be in accordance with the provisions of the Fair Labor Standards Act.

Section 12. Travel Time – Court. An employee attending court at a location beyond the corporate limits of Elgin on official city business and pursuant to a subpoena or other official notification of the court shall be compensated at one and one-half times his/her straight time hourly rate of pay for reasonable travel time to and from the court location if the travel time is conducted during non-working, off-duty time.

Section 13. Light Duty and Overtime. If an employee on light duty requests an overtime assignment, according to the terms of the City's, or his/her work group, department or division's policy or pursuant to any applicable bargaining unit agreement on overtime assignments, such request shall be submitted in writing to the department head who shall approve or deny such overtime request in his/her sole, reasonable discretion. The department head shall base such consideration upon the following factors:

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

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



Section 14. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 15. Selection/Assignment to Shifts for Public Safety Telecommunicators. Public Safety Telecommunicators shall be permitted to select their shift preference. Shift preference selections and assignments shall be made on an annual basis by seniority. Newly appointed TC Is shall be assigned to a shift as determined by the police chief or his designee until the annual shift preference selections and assignments are made for the following year. There shall be no limit on the number of TC IIs on any shift, however, there shall be at least one (1) TC II on each shift. After shift selections by seniority if there is not at least one (1) TC II on each shift, the lowest TC II(s) by divisional seniority shall be required to move to the shift(s) without at least one TC II. The final assignment of shifts and any changes to such assignment of shifts shall be determined by the police chief or his designee based upon the shift preferences as submitted and taking into account the demonstrated operational needs of the department.

## ARTICLE XI

### HOLIDAYS AND PERSONAL DAYS

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

1. New Years Day
2. Martin Luther King Jr. Birthday
3. Memorial Day
4. Juneteenth (June 19), effective January 1, 2023
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. The Day Following Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

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

Section 3. Holiday Remuneration. Employees shall receive eight (8) hours pay at his/her

straight time hourly rate of pay for the hours normally scheduled to work on the holiday. In addition:

1. Employees who are assigned to a twenty-four (24) hour shift operation consisting of an eight (8) hour workday shall receive holiday compensation if worked or not.
2. Shift employees who are scheduled and actually work on New Years Day, Independence Day, or Christmas Day shall receive an additional half hours (0.5) of holiday pay at his/her straight time hourly rate of pay for each hour actually worked on such day.
3. All non-shift employees required to work on an observed holiday because of a call-out will be paid at the applicable overtime provisions in addition to his/her holiday pay.

Section 4. Holiday Pay Eligibility. In order to be eligible for holiday pay, the employee must work his/her last full scheduled working day immediately preceding and his/her first scheduled working day immediately following the day observed as a holiday, and for shift workers if scheduled to work on the holiday must work that day, unless one of these days is the employee's scheduled day off or unless the employee is excused by his/her supervisor because said employee is off work as a result of authorized paid leave.

Section 5. Personal Days. Personal days may be taken on any work day during the payroll year and shall not be carried over to the succeeding payroll year. Employees shall be eligible for four (4) personal days in any one payroll year for all employees on the payroll as of January 1st. Employees hired after January 1st but before June 30th of the same payroll year shall be eligible for two (2) personal days.

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

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

Section 6. Personal Day Conversion. An employee eligible for personal days but not desiring to use them may, upon written request to his/her department head, convert those personal days into

cash payment. Such payment shall be equal to his/her straight-time hourly rate of pay times either eight (8), sixteen (16), twenty-four (24), or thirty-two (32) hours, and will be included with a paycheck issued within thirty (30) days of the written request. Such request shall be submitted prior to December 1.

However, employees will also be eligible for said cash payment if a personal day scheduled as time off is canceled by the department head because of emergency reasons and cannot be rescheduled by the end of the same payroll year.

Section 7. Overtime Computation. A holiday observed during an eligible employee's normal work week shall be counted as a day worked in computing eligibility for overtime.

## ARTICLE XII

### VACATIONS

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

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
First (1st) year to sixth (6th) Anniversary	Two weeks - 80 hours
Seventh (7th) year to thirteenth (13th) Anniversary	Three weeks - 120 hours
Fourteenth (14th) year to Twenty-first (21st) Anniversary	Four weeks - 160 hours
Twenty-second (22nd) year and over	Five weeks - 200 hours

The employee's anniversary date of continuous employment from the last date of hire as a full-time employee shall be the basis of calculation for length of service.

Section 1. Accrual. Vacation hours are accrued each bi-weekly pay period if the employee is paid for a minimum of sixty (60) hours inclusive of holiday, vacation, sick leave, workmen's compensation or authorized leave "with pay". An employee shall not earn vacation hours while he/she is absent "without leave"; on "leave without pay"; or extending out accrued vacation hours upon retirement.

Section 2. Vacation Pay. For each week of vacation, an eligible employee shall be entitled to a vacation allowance of forty (40) hours pay at the employee's regular straight-time hourly rate of pay.

Section 3. Increasing Vacation. The annual vacation leave for which an employee is eligible in any one year may be increased by the conversion of accumulated sick leave. The employee with more than 60 accrued sick days, which equals 480 hours, may convert three (3) days of sick leave for one (1) additional vacation day. Such conversion shall be for a maximum of five (5) additional days of vacation in any one year, and may not decrease the remaining accrual of sick leave below the base accumulation of 60 days. Scheduling of any such increased vacation leave shall be done only after the determination of the vacation schedules for all other employees in the division or department.

Section 4. Scheduling. Vacation shall be scheduled in so far as practical at times most desired by each employee with the determination of preference being made on the basis of an employee's Departmental/Divisional seniority in initial vacation selections or according to existing departmental policy. It is expressly understood that the final right to designate the vacation period and the maximum number of employees who may be on vacation at any one time is exclusively reserved by the Department Head, or his designee, in order to insure orderly performance of the services provided by the City. However, requests for vacation shall not be unreasonably denied.

Section 5. Scheduling - Shift Employees. When a shift employee takes a week of vacation, every effort shall be taken to give the employee the weekend before and after the scheduled vacation off if desired by the employee, with such requests not being unreasonably denied. In case of multiple weeks vacation, the employee shall be given off the weekend between the two weeks.

## ARTICLE XIII

### SICK LEAVE

Employees covered by this Agreement hired prior to January 1, 2019, shall earn sick leave by accumulating the equivalent of one (1) sick day (8 hours) for each full month of continuous service. Employees covered by this Agreement hired on or after January 1, 2019, shall earn sick leave by accumulating an equivalent of .5 sick day (4 hours) for each full month of continuous service. Employees may accumulate sick leave up to a total maximum accrual of 241 sick days, which is the equivalent of 1928 hours of sick leave. Sick leave is an insurance-type benefit that should be used by the employee only when needed and an employee may charge time to sick leave for the following reasons:

- Personal illness or injury
- Illness or death of a member of the immediate family necessitating the absence of the employee from work. (For these purposes, members of the immediate family shall include spouse, children, step-children, mother, father, step-parents, sister, brother, grandparents, mother-in-law, father-in-law, or grandchild, where the

grandchild lives, as his/her primary residence, with the employee-grandparent)

- In the case of the funeral of a relative, such leave shall be limited to necessary travel and attendance time at the funeral.

Section 1. Accrual. Sick hours are accrued each payroll period if the employee is paid a minimum of sixty (60) hours work inclusive of holidays; personal days; vacation; sick leave; workmen's compensation; or authorized leave "with pay". An employee does not earn sick hours while he/she is on "leave without pay"; absent "without leave"; or extending out accrued vacation hours upon retirement.

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

Section 3. Conversion. In recognition of non-use of sick leave, employees may convert accumulated sick leave for additional vacation leave or for severance pay. Such conversion shall be at the rate of three (3) days of sick leave for one (1) vacation day or one (1) day of severance pay.

- a) Vacation leave conversion requires an accumulation of sick leave of over 60 accrued sick days which is the equivalent of 480 hours of sick leave. Such conversion is limited to a maximum of five (5) days of vacation leave in any one year.
- b) Conversion of Sick Leave or severance pay is predicated on leaving the City's employment in good standing and requires an accumulation of sick leave of over

90 accrued sick days which is the equivalent of 720 hours of sick leave. Such conversion is limited to a maximum of twenty (20) days or 160 hours of severance pay upon separation.

- c) In the process of converting sick leave to additional vacation or severance pay, the remaining balance of unused sick leave may not total less than the required base accumulations of 60 or 90 sick days.

Section 4. Sick Leave Incentive Recognition. In recognition of the non-use of sick leave, all employees on the payroll for the full payroll year (actually working a minimum of 1560 regularly scheduled hours) shall be eligible for a sick leave incentive recognition bonus for that year's accrued sick leave days in accordance with the following schedule:

<u>Citywide Seniority</u>	<u>Recognition Bonus</u>
1-6 years	\$30 per day
7-13 years	\$45 per day
14-19 years	\$60 per day
20 years and over	\$75 per day

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

Section 5. Utilization of Sick Leave. Sick leave for the death of a member of the immediate family or for the funeral of a close friend or relative shall not be chargeable to the Attendance Incentive Recognition program up to a maximum of forty (40) hours.

## ARTICLE XIV

### MEDICAL AND HEALTH PLANS

Section 1. Medical and Health Coverage. Full-time employees who have been employed for at least thirty (30) days will be eligible to elect one of the following health and medical coverage options for themselves and their dependents. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed upon the effective date of this Agreement is substantially the same. Without limiting the foregoing, and for the purpose of clarification, increases in deductibles shall be permitted so long as the resulting deductibles are reasonable and so long as the overall coverage available to employees employed upon the effective date of this Agreement is substantially the same. Any difference between an employee (or his beneficiary) and the health plan provider(s) or the processor of claims shall not be subject to the grievance procedure as set forth in this Agreement.

Section 2. Medical Insurance. The City will offer a group medical insurance plan for the employees and their dependent(s). Notwithstanding the foregoing, or anything else to the contrary in this Agreement, employees hired on or after January 1, 2018, shall not be eligible to participate in the so-called PPO or HCA group medical insurance plans, and such employees shall be limited to participating in the Health Maintenance Organization (HMO) or the High Deductible Health Plan (HDHP)/Health Savings Account (HSA) Plan. Until January 1, 2018, employees hired prior to July 1, 2012, shall continue to pay twelve percent (12%) of the total cost of the premium for the insurance coverage selected and employees hired on or after July 1, 2012, shall continue to pay twenty percent (20%) of the total cost of the premium for the insurance coverage selected. Effective January 1, 2018, employees hired prior to July 1, 2012, shall pay fifteen percent (15%) of the total cost of the premium for the insurance coverage selected and employees hired on or after July 1, 2012, shall continue to pay twenty percent (20%) of the total cost of the premium for the insurance coverage selected.

Section 3. Health Maintenance Organization. The employees may, as an option, elect to participate in any eligible Health Maintenance Organization (HMO) designated by the City. Until January 1, 2018, employees hired prior to July 1, 2012, shall continue to pay twelve percent (12%) of the total cost of the premium for the insurance coverage selected and employees hired on or after July 1, 2012, shall continue to pay twenty percent (20%) of the total cost of the premium for the insurance coverage selected. Effective January 1, 2018, employees hired prior to July 1, 2012, shall pay fifteen percent (15%) of the total cost of the premium for the insurance coverage selected and employees hired on or after July 1, 2012, shall continue to pay twenty percent (20%) of the total cost of the premium for the insurance coverage selected.

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

Section 5. Retiree Participation. Bargaining unit members who meet the eligibility requirements outlined in the city ordinance on the program for continuation of health insurance (Ordinance No. G70-02) shall be eligible for a retiree insurance premium subsidy pursuant to the said program.

An employee who is a participant in the Illinois Municipal Retirement Fund who retires and is qualified to receive an immediate pension may elect to continue participation in the City's group comprehensive major medical insurance program upon retirement. Said participation shall be available only on a continuous coverage basis and by the retiree paying 100% of the applicable premium, payable in advance on a monthly basis. If a retiree fails to make the applicable monthly payment by the beginning of the month, coverage will be terminated. The right of a

retiree to continue coverage under the provisions of this Section shall terminate when the retiree (1) returns to active service, (2) loses his/her rights to pension benefits, or (3) dies. Notwithstanding anything to the contrary provided for by this agreement, bargaining unit members hired prior to March 1, 2010, who meet the eligibility requirements outlined in the city ordinance on the program for continuation of health insurance (Ordinance No. G70-02) shall be eligible for a retiree insurance premium subsidy pursuant to the said program.

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

Section 6. Health Insurance Opt-Out. Employees who have alternative health insurance coverage may elect to discontinue to participate in the City's health insurance plan pursuant to the City's health insurance opt-out program adopted pursuant to Resolution No. 05-38, as amended by Resolution No. 09-24. The opt-out benefit to such employees shall be in the annual amount of \$3,000 prorated based upon employment with the City during the applicable plan year and shall be paid at the employee's option either to a Health Reimbursement Account or in the form of additional compensation to the employee to be paid in a lump sum, less appropriate deductions, on the first pay day in December in the applicable plan year.

Section 7. HMO Stipend. Any employee who provides the City with a written commitment to opt for coverage under the City's HMO Blue Advantage insurance plan for a four year period on a form provided by the City shall receive a one-time cash payment of \$1,000 within two pay periods from the close of open enrollment and the employee's submission of the aforementioned form. In the event any such employee fails to fulfill or otherwise breaches said aforementioned four year written commitment, such employee shall agree to refund the aforementioned \$1,000 to the City at the rate of \$100 per pay period if such employee was previously covered under the City's Blue Cross/Blue Shield Blue Advantage HMO insurance plan prior to the date of the aforementioned written commitment. If the breaching employee was covered under the City's PPO or Blue Cross/Blue Shield HMO of Illinois (non-Blue Advantage) insurance coverage, such employee shall refund the City a proportionate share of the \$1,000 on a pro rata basis at the rate of \$100 per pay period.

Employees hired after March 1, 2010, shall not be eligible for the aforementioned stipend.

Section 8. Notification of Qualifying Event. Employees shall notify the City's Human Resources Department of any qualifying event (e.g. divorce, birth of child) within thirty (30) days of the event. If the employee fails to notify the city's Human Resources Department within the aforesaid time frame, the employee shall be responsible for and shall reimburse the City for the City's share of the additional premium, if any.



## ARTICLE XV

### HEALTH CLUB MEMBERSHIP

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

## ARTICLE XVI

### WORKER'S COMPENSATION

Worker's Compensation claims and benefits shall be administered only according to the provisions of the State of Illinois Worker's Compensation Act (820 ILCS 305/1, et seq) for all employees covered by this Agreement.

## ARTICLE XVII

### DENTAL AND OPTICAL PLANS

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

## ARTICLE XVIII

### LIFE INSURANCE

The City shall provide each employee covered by this Agreement who has been employed full-time for thirty (30) days or more with a paid \$70,000 term group life insurance policy (including accidental death and dismemberment).

The City retains the right to change insurance carriers or otherwise provide for coverage (e.g. self-insurance) as long as the level of benefits remains substantially the same.

Employees in the bargaining unit may, at their option and at their cost, purchase additional group term life insurance up to double the base amount to the extent allowed by the carrier.

## ARTICLE XIX

### EMPLOYEE DISCIPLINE

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

Section 2. Verbal Counseling. Generally, to the greatest extent practicable, employees shall be provided with verbal clarification and direction as to work performance which may violate any practice, policy or rule of the department or City, or which may otherwise constitute a basis for discipline if such behavior or performance is continued or uncorrected. Such verbal clarification, counseling or correction shall not constitute nor be construed as discipline. Such verbal clarification, counseling or correction may be included as part of an employee's next written performance review or evaluation, but shall not otherwise be included in an employee's personnel file. With respect to unwritten policies, rules or procedures, the department head at his/her discretion, or at the request of the employee being counseled, shall issue a department-wide memorandum providing an explanation and clarification of the applicable unwritten policy, rule, or procedure. Such memos need not be duplicative. With respect to unwritten policies, rules, or procedures, the department head shall make reasonable efforts to notify the entire department of new or changed policies, rules, or procedures and employees shall be given a reasonable opportunity to comply with these new or changed rules, policies, or procedures. However, the provisions of this section shall not restrict the imposition of an advanced level of disciplinary action whenever the situation warrants.

Section 3. Meeting Prior to Suspension or Termination. No non-probationary employee covered by this Agreement shall be suspended, removed or discharged from employment with the City without first being given the opportunity to discuss in a meeting with the department head of the subject non-probationary employee the incident/situation giving rise to the proposed suspension or removal or discharge. The foregoing provision that a non-probationary employee be given the opportunity to meet with the department head prior to the imposition of a suspension, removal or discharge shall not apply if the incident/situation involves alleged criminal or unlawful activity which in the reasonable opinion of management requires immediate action to maintain order or to protect the workplace or public safety. Disciplinary measures involving suspensions of thirty (30) days or more or removal or discharge from employment with the City may be imposed and

served at the City's discretion at any time following the meeting provided for in this section. Disciplinary measures involving suspensions of twenty-nine (29) days or less and for which a timely and proper Step 3 grievance to arbitration has been filed shall be imposed and served only following and in accordance with an arbitrator's decision or the withdrawal or dismissal of the grievance to arbitration.

Section 4. Previous Discipline. Disciplinary actions for written reprimands (except for cases involving a violation of the City's Anti-harassment/Nondiscrimination Policy) shall not be used after four (4) years to justify subsequent disciplinary actions.

## ARTICLE XX

### UNIFORM ALLOWANCE

Non-probationary employees holding certain positions which are covered by this Agreement, because of the nature of their work, are required to wear a uniform, as specified by the City, in the performance of their duties. These positions are:

Code Compliance Officer  
Senior Code Compliance Officer  
Bilingual Code Compliance Technician  
Building Inspector  
Senior Building Inspector  
Communications Operator  
Community Service Officer  
Lead Jailer  
Court Liaison Officer  
City Hall Security Officer  
Record Clerks  
Animal Control Officer

Quartermaster System. Communication Operators, Record Clerks, Community Service Officers and Court Liaison Officers shall receive required uniforms through a procedure commonly referred to as a "quartermaster system". Uniforms shall be new; however, an employee may be required to wear cleaned, used uniform apparel only while a replacement item is on order.

Uniform Cleaning. The City shall be responsible for providing uniform cleaning services to all employees in the positions listed above that are required to wear uniforms.

Building Maintenance. Building Maintenance group members shall comply with the requirements of the General Services Unit Attire Policy, as most recently amended.

Centre Custodians and Crew Leaders. The City shall provide Centre Custodians and Crew

Leaders four (4) pairs of pants to be selected by the City with the input of the employees. Selection criteria shall include comfort, durability and neat appearance. The City currently purchases four short sleeve shirts and four tee shirts per employee and shall continue to do so on an as needed basis.

## ARTICLE XXI

### GRIEVANCE PROCEDURE

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

Section 2. Meeting Prior to Filing of Grievance. Except for disciplinary grievances, no grievance shall be filed by an employee, group of employees or the Union without first giving the department head or his/her designee, of the aggrieved employee(s) the opportunity to discuss in a meeting the incident/situation giving rise to the grievance. Neither party shall withhold any relevant information. Should previously undisclosed information become known by either party at any stage of the grievance process, such information shall be immediately disclosed to the other side. Any such information disclosed during any hearing step of any grievance which has

not been heretofore disclosed to both parties prior to such hearing step, upon such disclosure, shall, upon request of either party, cause an immediate recess of the current step for a time period of seven (7) calendar days (or as may be mutually agreed between both parties) so that the party receiving such previously undisclosed information shall have sufficient opportunity to review such newly disclosed evidence and re-present its position as may be necessary.

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

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

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

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

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

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

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

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

For grievances involving the suspension or the removal or discharge from employment with the City of non-probationary employees covered by this Agreement, the parties agree to request that the arbitrator schedule a hearing for such disciplinary grievances within thirty (30) days of the arbitrator's notification of selection, and shall also request that each arbitrator in such disciplinary grievances render a decision within thirty (30) days of the date of any such hearing. In the event any arbitrator fails to conform to the aforementioned time restrictions it shall be without prejudice to either party.

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

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

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

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

Section 7. Disciplinary Investigation. Whenever an employee covered by this Agreement is the subject of a disciplinary investigation requiring an interrogation, such interrogation shall be scheduled at the employee's division of employment, or, if the interrogation is performed by the Legal or Human Resources Department, in City Hall, at a reasonable time. Prior to the interrogation the employee shall be informed of the identity of the management personnel in charge of the interrogation and shall be allowed to have his/her union representative present during the interrogation.

Section 8. Tardiness Discipline Prior to June 1, 2009. The Union agrees to hold the City harmless from and will not participate in, any grievances, unfair labor practice or other claims based on tardiness-related discipline pending or originating prior to June 1, 2009.

## ARTICLE XXII

### DRUG TESTING AND SUBSTANCE ABUSE

In order to help provide a safe work environment and to protect the public by insuring that employees covered by this Agreement have the physical stamina and emotional stability to perform their assigned duties, the City may require employees to submit to a urinalysis test and/or other appropriate drug and alcohol test up to four times per year per employee at a time and place designated by the City. In addition thereto, employees covered by this Agreement shall also be subject to the drug and alcohol/testing policy provided for in the City of Elgin Employee Manual, as amended.

## ARTICLE XXIII

### FLEET SAFETY PROGRAM

Section 1. Scope. This policy covers all employees who are allowed access to a City of Elgin's vehicle and is designed to minimize equipment abuse, injuries to City of Elgin's vehicle operators and the motoring public.

Section 2. Purpose. The purpose of this program is to ensure proper driver selection, training, supervision and vehicle maintenance practices for employees allowed access to a City of Elgin vehicle.

Section 3. Driver Qualification. Every new employee who will operate a City of Elgin vehicle or their own personal vehicle on city business will be required to supply evidence of a valid driver's license. A copy of the license should be obtained by Human Resources and filed in the employee's personnel file for future reference.

Each employee's driving record will also be verified by obtaining a driving record abstract from the vehicle operator's respective state government Motor Vehicle Department. This shall be done by the Human Resources Department *prior* to employment and before vehicle assignment or use. The applicant must sign an authorization form for City of Elgin to obtain the Motor Vehicle Record (MVR) abstract.

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

All current and/or prospective employees who will regularly drive a City Of Elgin vehicle, or their own vehicle on city business, must have an acceptable driving record, as defined by this



policy, on file. Those lacking an acceptable record should not be hired and/or restricted from driving on city related business.

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

Section 4. Driver's License. For positions for which a driver's license is required in the job description as written at the time of the affected employee's date of entry into the position, possession of a valid driver's license in the appropriate classification shall constitute an essential job function. Employees' driving records must comply with the driving record requirements outlined in the Fleet Safety Program herein. An employee whose license is suspended may be considered for an alternate assignment.

#### ARTICLE XXIV

##### HEPATITIS B VACCINATIONS AND TUBERCULOSIS TESTING

Hepatitis B vaccinations and tuberculosis testing shall be offered at no cost to Clerical Technical bargaining unit employees who have an occupational exposure to blood or other potentially infectious materials. An employee who declines the vaccination shall complete a waiver which shall be kept in the employee's medical file in Human Resources. Any employee who initially declines the vaccine may receive the vaccine at a later time if the employee desires to receive the vaccinations. An employee who elects to receive the vaccination shall complete a consent form and vaccination record, which shall be kept in the employee's medical file in Human Resources.

#### ARTICLE XXV

##### IMPROPER ORDERS

Members receiving lawful orders they feel to be improper shall first obey the order to the best of their ability and in compliance with the law. The member may then appeal the matter through the chain of command. Appeals shall be made to the department head in writing on a form provided by the City. Such appeals may be forwarded to the City's legal department for review in the department head's sole discretion.

#### ARTICLE XXVI

##### VIDEO SURVEILLANCE AND GPS/LOCATING TECHNOLOGY

The City shall provide the Union with written notice prior to the installation and use of any video surveillance equipment in exclusively non-public employee work areas, such as offices and cubicles, not currently installed; provided, however, that the City shall not be required to provide

the Union with notice of the installation and use of such equipment, including but not limited to covert video surveillance equipment, when such installation and use of video surveillance equipment is pursuant to a criminal investigation, or pursuant to an internal investigation being conducted by the City. Premises at which covert video surveillance might be utilized pursuant to an internal investigation conducted by the City shall include signage posted near the main entrance of the premises which reads: "Premises may be under video surveillance."

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

#### ARTICLE XXVII

##### ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on hourly wages, fringe benefits, or terms and conditions of employment, or with respect to any subject or matter not specifically 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. This Agreement may only be amended during its term by the parties' agreement in writing.

#### ARTICLE XXVIII

##### DIRECT DEPOSIT

The parties agree that effective with the date of this Agreement, all employees covered by this Agreement shall establish and maintain a bank account which will permit such employees to receive their paychecks via direct deposit.

#### ARTICLE XXIX

##### SAVINGS

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

## ARTICLE XXX

### TERM

Unless otherwise specifically provided, this Agreement shall be in full force and effect as of the date it is ratified by both parties and shall continue until and including December 31, 2024. 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 expiration date set forth above or each yearly period thereafter, if applicable. Notwithstanding the expiration date set forth above, this entire Agreement shall remain in full force and effect during the period of negotiations.

## ARTICLE XXXI

### JOINT LABOR MANAGEMENT COMMITTEE

Both parties shall establish a Joint Labor Management Committee (JLMC) which shall be comprised of an equal number of participants from the Union and the City, with a minimum of four members from each side. The committee shall serve in an advisory capacity only to discuss labor relations and health and safety issues of mutual interest to both parties for the sole purpose of establishing a harmonious working relationship between the union employees and the Employer. The JLMC shall not have the power to alter or change in any way the provisions of this agreement or to resolve grievances. Meetings shall be held on a quarterly or as needed basis at a prearranged date and location. Employees on the JLMC will be paid at their regular straight time hourly pay for time spent in committee meetings during their regular working hours. Meeting hours outside the normal working hours of members will not be considered as time worked nor used in the calculation of overtime.

## ARTICLE XXXII

### RESIDENCY

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

## ARTICLE XXXIII

### CITIZEN ADVOCATE POSITIONS: SPECIAL PROVISIONS

Notwithstanding any other provisions of this Agreement, it is agreed and understood that all hiring (whether by original appointment, lateral transfer, promotion or otherwise) regarding the positions of Citizen Advocate I, Citizen Advocate II or Citizen Advocate III shall be made by the City in its sole and exclusive discretion. Such actions by the City shall not be subject to the other terms and provisions of this Agreement related to such hiring. Such actions by the City, and/or the reasons for such actions, shall also not be subject to the grievance procedure in Article XXI.

For the purpose of clarification, an employee who is in the position of Citizen Advocate I, Citizen Advocate II or Citizen Advocate III shall be subject to the provisions in Article VIII relating to layoffs and recalls. For the purpose of further clarification, in the event the City terminates the employment of an employee who is in the position of Citizen Advocate I, Citizen Advocate II or Citizen Advocate III (i.e. discharged from City employment but not including reassignment to another position with the City) such termination of employment shall be subject to the grievance procedure in Article XXI. In the event of any conflict between the provisions of this Article, and any other provisions of this Agreement, the provisions of this Article shall supersede and control.

#### ARTICLE XXXIV

##### MATRON DUTY


Any employee covered by this Agreement, excluding Community Service Officers and Lead Jailer, will not be required to do matron duty at any time.

EXECUTED THIS 7th day of December, 2022 after approval by the City Council, City of Elgin, and after ratification by the Group membership.

FOR THE CITY:

By:   
Richard G. Kozal  
City Manager

FOR THE UNION:

By:   
Its SECRETARY-TREASURER

ATTEST:

  
City Clerk

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

ATTACHMENT A  
JOB CLASSIFICATIONS

The appropriate unit for negotiations with the Clerical/Technical Employee Group shall include all non-probationary full-time employees in the following job classifications in the General Services, Fiscal Services, Community Development, Parks and Recreation Department, Fire and Police Departments. Employees who are specifically excluded are certain clerical employees in the offices of the City Manager, Police Chief, Fire Chief, Legal Department, and the Human Resources Department.

Administrative Assistant to Investigations  
Animal Control Officer  
Bilingual Clerk Typist  
Bilingual Permit Technician  
Building Inspector  
Building Maintenance Clerk Typist  
Building Maintenance Technician  
Building Maintenance Worker  
Building Operations Worker  
Central Services Coordinator  
Citizen Advocate I  
Citizen Advocate II  
Citizen Advocate III  
City Hall Security Officer  
Clerk Typist  
Clerk Typist II  
Code Compliance Officer  
Community Service Officer  
Court Liaison Officer  
Crew Leader Custodial  
Custodian  
Customer Service Clerk  
Land Management Administrative Aid  
Lead Jailer  
Permit Control Officer I  
Permit Control Officer II  
Planning Technician  
Police Records Clerk  
Preventative Maintenance Technician  
Principal Account Clerk  
Public Safety Telecommunicator  
Purchase Order Administrator  
Records Clerk  
Sanitarian  
Secretary

Senior Building Inspector  
Senior Code Compliance Officer  
Stage Technician

ATTACHMENT B

DISCIPLINE ARBITRATION PANEL

Elliot Goldstein

Edwin Benn

Robert Perkovich

George Fleischli

SIDE LETTER TO JANUARY 1, 2022 THROUGH DECEMBER 31, 2024 AGREEMENT  
BETWEEN THE CITY OF ELGIN AND CLERICAL TECHNICAL GROUP SERVICE  
EMPLOYEES INTERNATIONAL UNION LOCAL 73

The City agrees to incorporate into the procedures for the Police Department Communications Division not less than annual training for MBAS. Such training shall be determined by the Chief of Police.

FOR THE UNION:




By: Joseph H. Richards

Its: Secretary-Treasurer

DATE: December 1,, 2022

FOR THE CITY:



Richard G. Kozal, City Manager

DATE: December 7, 2022



10/14/2022

AMENDED SIDE LETTER BETWEEN THE CITY OF ELGIN  
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL #73 CLERICAL/TECHNICAL GROUP

This amended side letter is intended to provide an agreement to temporarily depart from certain provisions of the collective bargaining agreement between the City of Elgin (hereinafter referred to as "City") and Service Employees International Union Local #73 Clerical/Technical Group (hereinafter referred to as the "Union"), which agreement was effective January 1, 2017 (hereinafter referred to as the "Agreement") regarding creating a temporary 12-hour work schedule for public safety telecommunicators (hereinafter referred to as "Telecommunicators").

WHEREAS, due to current severe staffing shortages the City and the Union wish to establish on a trial basis a temporary 12 hour work schedule for Telecommunicators pursuant to the terms and conditions of this side letter; and

WHEREAS, the terms of this side letter are intended and shall apply only to Telecommunicators and to no other positions or members of the Union; and

WHEREAS, it is agreed that the City and the Union are entering into this side letter on a nonprecedential temporary and experimental basis for the term as hereinafter described; and

WHEREAS, the City and the Union entered into an original side letter on this topic dated July 5, 2022 (the "Original Side Letter"); and

WHEREAS, the City and the Union have agreed to amend the Original Side Letter as provided for herein including to provide for an extended expiration date of this amended side letter whereby this amended side letter will expire on December 31, 2023.

Section 1. The foregoing recitals are incorporated into this side letter in their entirety.

Section 2. A temporary 12 hour work schedule is hereby established for Telecommunicators as follows:

A. A work day normally will be considered as a twelve (12) hour day, including a forty-five (45) minute paid lunch break, when staffing allows, and two (2) fifteen (15) minute, or three (3) 10 (ten) minute breaks. If a forty-five (45)-minute lunch break cannot be taken due to staffing requirement shortages, another fifteen (15) minute break can then be taken.

1. On duty Telecommunicators shall remain available for immediate call back to the radio room during the shift, even if they are on a paid break/lunch.

2. Telecommunicators shall not leave the building without the shift Supervisor's approval. If no Supervisor is working, approval may be given by the senior Telecommunicator working.

B. The rotation of work days/off days will be: four (4) days on followed by four (4) days off. This is an eight (8) week rotation. During the eight (8) week rotation, there would be four (4) weeks where a team is working forty-eight (48) hours, and the other team will be working only thirty-six (36) hours. Alternatively, the next four (4) weeks a number of hours worked is switched. This will be on rotation of four (4) days on, four (4) days off continuously.

1. The twenty-four (24) hour day will be divided into two (2) primary twelve (12) hour shifts; one (1) DAY shift from 0430-1630 and one (1) NIGHT shift from 1630-0430.

2. Telecommunicators will not be scheduled to work more than four (4) days consecutively, unless they voluntarily agree to do so; provided, however, this provision shall not apply to "on-call" days, or training or special events that a Telecommunicator may elect to do on days they are scheduled as off.

C. The provisions of this side letter relating to hours of work, hourly rate, overtime and shift selection and rotation are intended to provide for a temporary 12 hour work schedule shift on an experimental basis only, and are not to be construed as a guarantee of hours of work for any period.

D. Telecommunicators shall be paid one (1) and one-half (1/2) times their regular straight-time hourly rate of pay for all hours worked in excess of twelve (12) hours in a day or forty (40) hours in a week actually worked. Except for sick hours, any other benefit time being used, will be included in the forty (40) hours actually worked. If sick time is used, any overtime that same week that sick time was used, will be at the employees regular straight-time hourly rate of pay until the overtime hours equal the sick hours used; then any hours after that will then be paid at one (1) and one-half (1/2) times the employees regular straight-time hourly rate of pay. This will be talked about in the future contract negotiation talks in 2022.

For the weeks with forty-eight (48) hours are scheduled, the first forty (40) hours will be paid at regular time. The remaining eight (8) scheduled hours will be paid at one (1) and one-half (1/2) times the regular straight time hourly rate. For the weeks where thirty-six (36) hours are scheduled, any additional hours during those weeks will be paid at the regular straight time up to forty (40) hours. Any hours worked over forty (40) hours will then be paid at one (1) and one-half (1/2) times the regular straight time hourly rate.

E. Notification of any anticipated absence of a Telecommunicator during the Telecommunicator's scheduled work shift(s) shall be provided to the applicable supervisor

by the Telecommunicator as soon as the Telecommunicator is reasonably aware that they are unable to report to duty, absent an emergency, no less than two (2) hours notification prior to the Telecommunicator's scheduled starting time.

F. Telecommunicators may request, in writing, to trade all or part of their workdays and/or days off. Upon written approval of the trade by a Communications Supervisor, any trade paybacks will be completed within the same pay period. A shift trade may be permitted if a voluntary request for such trade is submitted and approved by a supervisor at least one (1) day prior to the day of the requested trade. It is expressly understood, pursuant to the Section 7

(p)(3) of the FLSA, the hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation. If the substitute employee fails to appear to work the trade, then the substitute employee may be disciplined and/or charged sick leave as is appropriate under the normal procedures of the City. Day trades will be solely at management discretion based on staffing considerations at the chief of police's sole discretion.

G. At the beginning of the implantation of the temporary 12 hour schedule, shift picks will be done by seniority. There will be four shifts Red Days, Red Nights, Blue Days, and Blue Nights. TC II's will pick their preferred shift first. The TC II's will each be assigned to one of the four shifts. After the four current TC II's are assigned a shift, the TC I's will then choose their preferred shift. The Chief of Police reserves the right to alter the shift picks if there is a justified cause and will provide this in writing to the Union.

H. Overtime shall be offered to Telecommunicators, by rotational departmental seniority. For purposes of this article, "rotational" shall mean that a right of first refusal shall exist in order of seniority. There will be no limit on how much scheduled overtime that a Telecommunicator can take.

1. For Telecommunicators that are scheduled as the primary "on-call" TC, they are not permitted to sign up for any overtime for their "on-call" day prior to twenty-four (24) hours before the start of their "on-call" shift.
2. For overtime that becomes available twenty-four (24) hours or less before the start of the "on-call" shift, the "on-call" Telecommunicator will have the right of first refusal for the time they are scheduled "on-call".

I. Monthly scheduled overtime will be done on a twenty-eight (28) day scheduling period. The scheduled overtime list will be available a minimum of twenty-one (21) days in advance of the next twenty-eight (28) day schedule.

1. Any overtime that is still available and/or becomes available that is not voluntarily taken, can be taken by a supervisor or will be mandatable to the "on call"

person that is prescheduled to be on call for those hours twenty-four (24) hours before the start of the shift that needs coverage.

2. Increments of overtime will continue to be broken up into four (4) hour blocks. When Telecommunicators are choosing overtime, if they choose to work on their day off, they shall not be permitted to choose only the middle slot of overtime (e.g., if there are 0430-0830, 0830-1230 and 1230-1630 overtime slots to cover, a Telecommunicator shall not be permitted to choose only the 0830-1230 slot; they must choose the 0430-0830 and/or the 1230-1630 slot in addition to the 0830-1230 slot. They may also choose to sign up for just the 0430-0830 or just the 1230-1630 slot only).

3. If Telecommunicators elect to, they may work up to but will not work more than sixteen (16) consecutive hours. There shall be a minimum of eight (8) hours off between work shifts, unless the employee voluntarily waives this requirement as provided below.

4. Management shall be entitled to prohibit Telecommunicators from having less than an eight (8) hour rest period between shifts, and except for "on-call" days, management reserves the right to limit overtime for any Telecommunicator due to sick time usage or suspected sick time abuse, being late to work or any other reason that management believes is in the city's best interests. If there is a limit put on a Telecommunicator, the affected employee shall be notified in writing as to why and the length of the limit.

J. Telecommunicators who are scheduled "on call" for a certain day shall have a right of first refusal when there is a sick call less than twenty-four (24) hours before the start of their "on call" shift, regardless of seniority. If the person on call does not want any or all the overtime, a RAVE will be sent and the OT will be awarded go in order of seniority. If no other TC or supervisor volunteers for any or all of those hours, the "on-call" person will be required to come in for the hours still needing to be covered.

1. If a Telecommunicator volunteers for a partial shift, the Telecommunicator will follow the rules in I-3 above, or can take the first 6 hours or the last 6 hours of the "on-call" shift that needs coverage.

2. On call days will be prescheduled for the year and will rotate evenly between "slots" on each shift.

3. In the instance that the "on-call" TC is not able to come in for their "on-call" shift, TC's will be sent a RAVE with hours to be covered and given 20 minutes to respond. The hours will be awarded based on seniority. The volunteering TC will be

paid double-time and a half (2.5). If after the above has been completed with no one taking the hours, it will be up to management to fill the hours.

4. In the instance that the “on-call” person is not able to come to work, must provide a Dr.’s note.

5. Standby pay, as set forth in Article X, Hours of Work and Overtime, Section 7 of the Agreement, shall be paid to Telecommunicators and who are on-call regardless if they are called in or not. Overtime shall not be paid for on-call hours unless the twelve (12) hour day or forty (40) hour a week threshold as defined above has been met.

6. TC’s will be permitted to trade “on-call days” with any other TC, regardless of seniority. They will need to update a supervisor with this information via email to [commsup@cityofelgin.org](mailto:commsup@cityofelgin.org).

7. In the event a TC’s wants to give up their “on-call day”, it must be done at least 24 hours in advanced and offered in the order of rotational seniority. If there are no volunteers, the TC who wanted to give up their “on call day” will be required to still work their “on-call” shift.

8. There will be no limit to the amount of “on call” days that a Telecommunicator can trade/giveaway.

K. There are no changes to how vacation, sick, personal time and holiday time for Telecommunicators will be earned while this side letter is in effect. Use of vacation time, personal time and sick time will require using twelve (12) hours of benefit time to obtain a twelve (12) hour day off.

L. As an incentive to limit the use of sick leave, in the event a Telecommunicator does not use sick leave during a two week pay period, any overtime worked by that Telecommunicator for which they were entitled overtime pay during that same two week pay period shall be paid at two times their regular straight time hourly rate of pay rather than one and one-half times their regular straight time hourly rate of pay.

M. As staffing levels for TCs recover from the current shortage the parties will return to status quo ante with respect to the scheduling of communications supervisors.

N. The \$40.00 of on call pay is to be paid to the TC originally scheduled for the on call day in question unless another TC volunteers for and works the entire twelve (12) hour shift in question, in which case the \$40.00 of on call pay shall be paid to that TC.

O. Holiday remuneration for public safety telecommunicators. Public safety telecommunicators (TC’s) shall receive holiday remuneration as follows:

1. TC's who are not scheduled and do not work on a holiday shall receive eight (8) hours of holiday pay at his/her straight time hourly rate of pay.
2. TC's who are scheduled and actually work on a holiday shall receive one (1) hour of holiday pay at his/her straight time hourly rate of pay for each hour actually worked on a holiday not to exceed twelve (12) hours of holiday pay for a holiday.

These provisions are in lieu of Article XI, Section 3 of the Collective Bargaining Agreement.

- P. TCs will be given four (4) twelve (12)-hour personal days for 2023.
- Q. When a TC is called in to work on their on-call day, they will be allowed two (2) hours from notification to arrive to work.
- R. One early TC position will be scheduled for each twelve (12)-hour shift whereby that position will be scheduled to arrive 15 minutes early and leave 15 minutes early. Such early position will be filled by seniority, and if there is no one selecting such early position then assigned by reverse seniority.

Section 3. The Union hereby withdraws the pending grievance dated July 24, 2020. ***(This will be agreed upon while remaining on 12 hour shifts)***. However, if the TC's return to an eight (8) hour schedule, the Union reserves the right to refile this grievance.

Section 4. Notwithstanding anything to the contrary in the Agreement, including but not limited to any provisions relevant to conflicting terms, in the event of any conflict between the provisions of this side letter and the Agreement, the provisions of this side letter shall supersede and control.

Section 5. The parties agree that this side letter agreement be effective upon execution by both parties and will be implemented with the schedule beginning July 17, 2022, and will expire on December 31, 2023, after which it will have no further force or effect. The parties expressly agree that after December 31, 2023, this side letter agreement will be considered a legal nullity and treated as if it never existed. Notwithstanding the foregoing, the City reserves the right to unilaterally terminate this side letter agreement at any time before its expiration after consulting the Union and giving a 14-day notice, in which case this side letter agreement will have no further force or effect and be considered a legal nullity as if it never existed just as if the side letter agreement had naturally expired on December 31, 2023.

Section 6. The parties agree that upon execution of this amended side letter by the City and the Union that the Original Side Letter is hereby terminated and considered a legal nullity and treated as if it never existed.

FOR THE UNION:

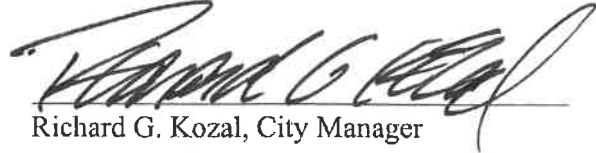


By: Joseph Ricket

Its: Secretary - Treasurer

DATE: 12/1, 2022

FOR THE CITY:



Richard G. Kozal, City Manager

DATE: December 4, 2022

**SIDE LETTER TO THE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELGIN (THE  
"CITY") AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73  
CLERICAL/TECHNICAL GROUP (THE "UNION")**


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

FOR THE UNION:

By:   
Its Authorized Agent

Date: December 1,, 2022

FOR THE CITY:

By:   
Richard G. Kozal, City Manager

Date: December 7, 2022



**SIDE LETTER TO THE JANUARY 1, 2022 THROUGH DECEMBER 31, 2024  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ELGIN (THE  
"CITY") AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73  
CLERICAL/TECHNICAL GROUP (THE "UNION")**


The City and the Union agree that effective with a successor Collective Bargaining Agreement commencing January 1, 2025, the four (4) year reference in Article XIX, Section 4 shall be amended to five (5) years.

FOR THE UNION:

By:   
Its Authorized Agent

Date: December 11, 2022

FOR THE CITY:

By:   
Richard G. Kozal, City Manager

Date: December 7, 2022