

AGREEMENT

BETWEEN

THE CITY OF ELGIN

AND

**PERMANENT PART TIME
MAINTENANCE AND CUSTODIAN
EMPLOYEE GROUP
SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 73**

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE.....	1
ARTICLE I Recognition	1
Section 1. Bargaining Unit.....	1
ARTICLE II Management Responsibilities	1
ARTICLE III Non-Interruption of Work	2
ARTICLE IV Union Rights	2
Section 1. Representation Rights.....	2
Section 2. Bulletin Board.....	2
Section 3. Orientation.....	3
ARTICLE V Anti-Discrimination.....	3
Section 1. No Discrimination	3
Section 2. Rights Under the Agreement	3
Section 3. Gender Reference.....	3
ARTICLE VI Union Security.....	3
Section 1. Checkoff.....	3
Section 2. Fair Representation.....	3
Section 3. Indemnification.....	3
Section 4. New Hires.....	4
ARTICLE VII Seniority	4
Section 1. Definition and Accumulation.....	4
Section 2. Termination of Seniority.....	4
Section 3. Probationary Period.....	5
Section 4. Job Vacancies.....	5
Section 5. Preference Based on Departmental Seniority.....	5
ARTICLE VIII Layoff and Recall	5
Section 1. Layoffs.....	5
Section 2. Recall List	6
Section 3. Order of Recall.....	6
ARTICLE IX Wages	6
Section 1. Wages.....	6
Section 2. Hourly Wage Ranges.....	8
Section 3. Temporary Upgrading.....	8
Section 4. Employee Review	8
Section 5. Language Proficiency Stipend	8

ARTICLE X Hours of Work and Overtime	9
Section 1. Application of This Article	9
Section 2. Normal Work Week.....	9
Section 3. Work Schedule Change.....	9
Section 4. Overtime Pay.	9
ARTICLE XI Holiday and Personal Days	9
Section 1. Recognized Holidays	9
Section 2. Holiday Observance.....	10
Section 3. Holiday Remuneration.....	10
Section 4. Holiday Pay Eligibility	10
Section 5. Personal Day.....	10
ARTICLE XII Vacations.....	10
Section 1. Vacation Eligibility.....	10
Section 2. Vacation Pay.	10
Section 3. Scheduling.....	10
ARTICLE XIII Sick Leave	11
Section 1. Accrual.....	11
Section 2. Employee Release.....	11
ARTICLE XIV Medical and Health Plans.....	12
Section 1. Medical Insurance.....	12
Section 2. Health Maintenance Organization	12
Section 3. High Deductible Health Plan (HDHP)/Health Savings Account (HSA)....	12
Section 4. Retiree Participation.....	12
ARTICLE XV Health Club Membership.....	13
ARTICLE XVI Worker’s Compensation.....	13
ARTICLE XVII Dental and Optical Plans.....	13
Article XVIII Life Insurance.....	13
ARTICLE XIX Employee Discipline	14
Section 1. Employee Discipline.....	14
Section 2. Verbal Counseling.	14
Section 3. Meeting Prior to Suspension or Termination.....	14
Section 4. Previous Discipline.....	15
ARTICLE XX Grievance Procedure.....	15
Section 1. Definition of Grievance	15
Section 2. Meeting Prior to Filing of Grievance.....	15

Section 3. Grievance Procedure.....	16
Section 4. Time Limits.....	18
Section 5. Investigation and Discussion of Grievances	18
Section 6. Precedence of Agreement.	18
Section 7. Disciplinary Investigation.....	18
ARTICLE XXI Drug Testing and Substance Abuse.....	19
ARTICLE XXII Uniform Allowance.....	19
ARTICLE XXIII Direct Deposit.....	19
ARTICLE XXIV Savings	20
ARTICLE XXV Entire Agreement.....	20
ARTICLE XXVI Term	20

ATTACHMENTS:

ATTACHMENT A Job Classifications.....	22
ATTACHMENT B Discipline Arbitration Panel	23
ATTACHMENT C General Services Unit Attire Policy	24

PREAMBLE

This Agreement is made by and between the City of Elgin (herein called "City") and the Permanent Part Time Maintenance Employee Group/SEIU Municipal Division, Local 73 (herein called "Group") for and on behalf of all non-probationary occupants of the positions listed in Attachment A. Said Agreement shall constitute the sole and entire agreement between the parties, and shall replace and supersede all prior agreements for the period January 1, 2022, through December 31, 2025, 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.

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 permanent part time employees of the Permanent Part Time Employee Group who are in the classifications listed in Attachment A. All other employees of the City are excluded, including, but not limited to other part-time; seasonal; and short-term employees; and all confidential employees, managerial employees and supervisory employees. Absent a significant change in work duties or responsibilities, those persons originally included within the bargaining unit under the Illinois State Labor Relations Board (ISLRB) certification shall continue as bargaining unit members and those persons excluded under the ISLRB's certification shall remain excluded. Benefits shall not be denied to employees in this classification through the reduction in their work hours.

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.

Notice. Except in an emergency situation, the City shall give the Union a sixty (60) day advance notice of any plan or proposal to contract out work that may result in the loss of work to bargaining unit employees. Such notice shall offer the Union an opportunity to discuss and present its views to the City prior to the implementation of the contracting out.

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

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 the maintenance department in a place where employees normally gather (time clock, break room, etc.) for the

purpose of displaying Union information of 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.

Section 3. Orientation. The Union shall be permitted to present a 30-minute 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 agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, sexual orientation, age, mental or physical 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 they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

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

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. 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, for the purpose of this Agreement, be defined as a non-probationary employee's length of continuous permanent part-time service in a position covered by this Agreement since the employee's last date of hire, less adjustments for layoff, approved leave of absence without pay, and all other unauthorized breaks in service.

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 accepted under permanent disability, or is on a non-job related temporary disability for a period in excess of six (6) months; 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, shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months as may be adjusted for any authorized unpaid leaves of absence or other unpaid breaks in service. During the probationary period, a probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither the reason for, or action taken, may be the subject of the grievance procedure. There shall be no seniority among probationary employees. Upon the successful completion of the probationary period, the employee shall receive seniority credit and their 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.

Section 4. Job Vacancies. The City agrees to post on bulletin boards 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 provide a copy of such notice to the Unit Chairperson and Recording Secretary. 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. Promotions to positions outside the bargaining unit shall not be subject to the grievance procedure.

Section 5. Preference Based on Departmental Seniority. Departmental Seniority 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.

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) Newly hired probationary employees in the affected classification.
- b) Non bargaining unit employees in the affected classification.
- c) In the event of further reductions in force, employees will be laid off in order of seniority from the affected classification starting with employee with the least classification seniority.

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 that he may have at the time of layoff 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. The right to maintain insurance coverage as provided in this section shall be limited to a period of two (2) years except as otherwise provided in the Municipal Employees Continuation Privilege Act (215 ILCS 5/367j).

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

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

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

ARTICLE IX

WAGES

Section 1. Wages.

Effective at the beginning of the next payroll period immediately following the ratification and entry into this Agreement by both parties, and retroactive to January 1, 2022, the following hourly pay ranges shall become effective:

	Permanent Part Time Custodian				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 209	\$13.71	\$14.40	\$15.12	\$15.87	\$16.66

	Permanent Part Time Maintenance Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 212	\$14.65	\$15.38	\$16.15	\$16.96	\$17.81

	Permanent Part Time Custodial Crew Leader				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 210	\$14.35	\$15.07	\$15.82	\$16.61	\$17.44

The foregoing hourly pay ranges reflect a \$1.00 per hour increase to the Step 1 hourly rate for each of the three pay grades effective retroactive to January 1, 2022.

Effective January 1, 2023, the following hourly pay ranges shall become effective:

	Permanent Part Time Custodian				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 209	\$14.12	\$14.83	\$15.57	\$16.35	\$17.16

	Permanent Part Time Maintenance Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 212	\$15.09	\$15.84	\$16.64	\$17.47	\$18.34

	Permanent Part Time Custodial Crew Leader				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 210	\$14.78	\$15.52	\$16.30	\$17.11	\$17.97

The foregoing hourly pay ranges reflect an across-the-board increase of 3.0% effective and retroactive January 1, 2023.

Effective January 1, 2024, the following hourly pay ranges shall become effective:

	Permanent Part Time Custodian				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 209	\$14.54	\$15.27	\$16.04	\$16.84	\$17.68

	Permanent Part Time Maintenance Worker				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 212	\$15.54	\$16.32	\$17.14	\$17.99	\$18.89

	Permanent Part Time Custodial Crew Leader				
	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 210	\$15.22	\$15.99	\$16.79	\$17.62	\$18.51

The foregoing hourly pay ranges reflect an across-the-board increase of 3.0% effective January 1, 2024.

The parties hereto agree to a reopener for wages effective January 1, 2025. Unless otherwise mutually agreed by the parties, such reopener negotiations for 2025 shall be solely restricted to wages as specifically applied to Article IX of this Agreement.

Section 2. Hourly Wage Ranges. All permanent part-time hires into job classifications covered by this Agreement hired after the ratification of this agreement by both parties, shall be assigned to hourly wage ranges which consist of five (5) steps with approximately five percent (5%) increases between each of the steps in the pay grade for the applicable job classification. Said hourly wage range rates may be modified from time to time as provided under Section 1 above. The time between each step shall be equal to at least one year of satisfactory service, with the exception of the first step, which shall be the starting rate. Progression through the steps shall continue to be based upon satisfactory performance.

Section 3. Temporary Upgrading. To ensure the orderly performance and continuity of municipal services, the City may, at its discretion, temporarily assign an employee to a higher position, containing supervisory functions and duties, than his/her permanent classification. Such temporary assignment may be made to a vacant position in order to maintain the work flow during the normal appointment process, or to replace an employee temporarily absent for whatever reason, including, but not limited to, extended sick leave, worker's compensation leave, or any other leave. An employee temporarily upgraded shall receive a five percent (5%) increase in their current rate of pay starting from the first hour of the first day in such an assignment.

Section 4. 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 5. Language Proficiency Stipend. Effective January 1, 2023, the first full month after a permanent part-time custodial crew leader is certified by the City or a third-party selected by the City to be proficient in Spanish, Laotian, or sign language, such custodial crew leader shall be paid a stipend of \$50.00 per month.

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 normally consist of five (5) days of four (4) hours each day unless an alternative schedule currently exists or is designated by the department for the employees covered by this agreement.

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 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.

ARTICLE XI

HOLIDAY AND PERSONAL DAYS

Section 1. Recognized Holidays. Employees covered by this Agreement are eligible for the following holidays calculated in hours as four (4) hours for each holiday:

1. New Years Day
2. Martin Luther King Jr. Birthday
3. Memorial Day
4. Juneteenth, effective January 1, 2023 (to be given as a floating holiday in 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 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.

Section 3. Holiday Remuneration. Employees shall receive four (4) hours pay at his/her straight time hourly rate of pay for the hours normally scheduled to work on the holiday.

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, 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 Day. Employees shall receive two (2) four hour paid personal day per calendar year. Such four hour personal day shall be scheduled in the same manner as vacations. Personal days cannot be carried over into the succeeding calendar year.

ARTICLE XII

VACATIONS

Section 1. Vacation Eligibility. Effective upon ratification of this Agreement by both parties, employees covered by this Agreement who have been employed by the City for a period of at least one year shall be entitled to vacation as follows:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
One to six years	20 hours (one week)
Seven to thirteen years	40 hours (two weeks)
Fourteen years and over	60 hours (three weeks)

Section 2. Vacation Pay. For each week of vacation, an eligible employee shall be entitled to a vacation allowance of twenty-(20) hours pay at the employee's regular straight-time hourly rate of pay.

Section 3. 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 seniority in initial vacation selections or according to existing departmental policy. No more than two employees shall be on vacation on the same day. 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.

ARTICLE XIII

SICK LEAVE

Employees covered by this Agreement who elect annual accrual of sick leave instead of participation in the city's comprehensive major medical insurance program shall earn three (3) four hour sick days in a calendar year. 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 or 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 travel and necessary attendance at the funeral.

Section 1. Accrual. Sick hours are accrued each payroll period if the employee is paid a minimum of thirty (30) 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.

ARTICLE XIV

MEDICAL AND HEALTH PLANS

Eligible permanent part-time employees who have been employed for at least thirty (30) days and select the comprehensive major medical insurance option 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 costs containment features.

Section 1. Medical Insurance. The City shall offer a group medical insurance plan for eligible employees and their dependents. 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. The employee shall pay fifty percent (50%) of the total cost of the premium for the insurance coverage selected.

Section 2. Health Maintenance Organization. The employee may, as an option, elect to participate in any eligible Health Maintenance Organization (HMO) certified with the City. The City will contribute to the cost of an HMO plan a monthly amount equal to 50% of the premium for the City's basic comprehensive major medical insurance plan for employee covered by this Agreement. Any costs for HMO participation over this prescribed monthly amount will be paid by the employee.

Section 3. High Deductible Health Plan (HDHP)/Health Savings Account (HSA). Effective January 1, 2018, an employee may, as an option, elect to participate in a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) designated by the City. The employee shall pay fifty percent (50%) of the total cost of the premium for the insurance coverage selected.

Section 4. Retiree Participation. An employee who is a participant in the Illinois Municipal Retirement Fund who retires and is qualified to receive immediate pension or an employee who retired after 20 years of service with the City, 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 Article shall terminate when the retiree (1) returns to active service, (2) exercises any pension refund option available or accepts any separation benefits, (3) loses his/her right to pension benefits, or (4) dies.

ARTICLE XV

HEALTH CLUB MEMBERSHIP

City shall provide a Health Club Membership benefit, applicable only at the Centre of Elgin, for all employees covered by this Agreement. The value of such membership shall be equal in amount to what is currently defined as the Silver Membership level. Should the City, during the term of this agreement, increase the cost of such Silver Membership, or its equivalent, the amount of benefit per covered employee 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 for thirty (30) days or more with a paid \$20,000 term group life insurance policy (including accidental death and dismemberment). Employees in the bargaining unit may, at their option and at their cost, purchase additional group term life insurance up to double the base amount to the extent allowed by the carrier.

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.

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 covered by this Agreement 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 does not restrict the application 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 of 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 shall not restrict the imposition of an advanced level of disciplinary action whenever the situation warrants.

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

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

Section 4. Previous Discipline. Disciplinary actions for written reprimands (except for cases involving a violation of the City's anti-harassment/non-discrimination policy) shall not be used after four (4) years (five (5) years effective January 1, 2025) to justify subsequent disciplinary actions.

ARTICLE XX

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 1 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. 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 represent 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 of the date the meeting prior to filing of grievance took place or the last date by which the meeting prior to filing of grievance should have taken place. A grievance shall be processed as follows:

STEP 1: Meeting with Department Head/Chief. The employee, group of employees, or the Union shall file the grievance in writing to the applicable Department Head or Chief 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, Chief 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. If the grievance concerns the imposition of discipline, the aggrieved employee(s) may proceed directly to Step #2, after providing notice of such intent to their department head.

STEP 2: Appeal to City Manager. If the grievance is not settled in Step 1, or if the grievance concerns the imposition of discipline as described above, and the aggrieved employee(s) and the Union decide to appeal from a Step 1 answer when applicable, or grieve the matter directly to Step #2 as described herein, 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, and the aggrieved employee(s) has exercised his/her option of proceeding directly to Step #2, the aggrieved employee(s) and the Union shall within ten (10) calendar days of the response given them as a result of the informal meeting with their department head as referenced in Section 2 of this Article, file such written grievance with the City Manager. A meeting between the City Manager or his designee, and the appropriate Union representative shall be schedule 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 arbitrator 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.

ARTICLE XXI

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 test up to four times per year per employee at a time and place designated by the City. If the employee tests positive in the urinalysis test, the results shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test. The results of said tests shall be submitted to the City. If an employee tests positive in any such testing procedure, the employee may be advised confidentially to seek assistance through the City's Employee Assistance Program (EAP) or, if circumstances warrant, may be the recipient of appropriate disciplinary action, which may include discharge. If the same employee tests positive a second time, the test results shall be submitted to the City for appropriate action, which may include discharge. Drug testing may be required at any time when there is reasonable suspicion for such testing. Reasonable suspicion may include, but is not limited to, such things as involvement in an on-the-job injury and/or accident, excessive or unusual absenteeism and/or tardiness, poor work performance (as evidenced by such things as difficulty in concentrating on the task at hand, confusion in handling assignments, or excessive mistakes), a change in personality, wide swings in attitude and/or morale, etc. The abuse of prescribed drugs at any time, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

ARTICLE XXII

UNIFORM ALLOWANCE

Non-probationary employees holding 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:

- P.P.T. Custodian (Level 1 attire standard)
- P.P.T. Maintenance Worker (Level 2 attire standard)
- P.P.T. Custodial Crew Leader (Level 1 attire standard)

The Level 1 and Level 2 attire standards are described in the City of Elgin's General Services Unit Attire Policy, as amended, attached hereto as Attachment C.

ARTICLE XXIII

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 XXIV

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 XXV

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; provided, however, the parties agree that the subject of wages for the period commencing January 1, 2025, through December 31, 2025, shall be negotiated by the parties. Unless otherwise mutually agreed by the parties, reopener negotiations for 2025 shall be solely restricted to wages. This Agreement may only be amended during its term by the parties' agreement in writing.

ARTICLE XXVI

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, 2025. 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 and until a successor agreement is ratified by both parties.

EXECUTED THIS 13th day of September, 2023 after approval by the City Council, City of Elgin, and after ratification by the Group membership.

FOR THE CITY:

By: [Signature]
Richard G. Kozal
City Manager

ATTEST:

[Signature]
City Clerk

FOR THE UNION:

By: [Signature] CHIEF NEGOTIATOR
Print Name: EDUARDO VICTORIA
Its: 9-1-23

ATTEST:

[Signature] CHAIRMAN
Print Name: JOSE VALLAS
Its: 9/6/23

Legal Dept\Agreement\SEIU\Permanent Part Time Employees\2022-2025\SEIU-Permanent PT-Agr-Clean-8-4-23.docx

ATTACHMENT A

The appropriate unit for negotiations with the Permanent Part Time Maintenance Group shall include all non-probationary permanent part-time maintenance employees in the following job classifications in the Building Maintenance Department:

P.P.T. Custodian
P.P.T. Maintenance Worker
P.P.T. Custodial Crew Leader

ATTACHMENT B

DISCIPLINE ARBITRATION PANEL

Elliot Goldstein

Edwin Benn

Robert Perkovich

George Fleischli

Attachment C

City of Elgin General Services Unit Attire Policy

PURPOSE:

It is the purpose of this policy to insure that the City of Elgin, General Services unit employees maintain a consistent, professional appearance. It is recognized that the duties assigned employees in the four departments involved encompass many types of job functions that require different clothing to safely accomplish tasks in an efficient manner. In all cases, this policy will establish a minimum standard of dress and appearance that characterizes the City and identifies each employee as a professional member of a professional organization.

COVERAGE:

This policy covers all operations employees in the Water, Public Works, Parks and Recreation and Building Maintenance Departments. For the purposes of describing and assigning standards in this policy, the employees of each department are divided into homogenous work groups. These groups may reflect organizational divisions and sections or may just represent a group that does a specific work assignment that affects dress. Supervisory staff (SEIU contract covered positions) will wear the same level and color of attire chosen for the employees in their division. Any supervisors/managers who are covered by the Management Ordinance will dress to a standard that meets or exceeds that of their employees. They may utilize provided uniforms at their discretion.

ATTIRE STANDARDS:

Attire is specified at two levels as outlined below.

Level 1

Consists of a City issued shirt and employee provided pants or shorts that meet certain minimum requirements detailed later in this policy. The City issued shirts will be purchased annually and provided to the employee at the beginning of each year. Each employee will receive five summer shirts and five winter shirts in the color chosen for their work group. The employee must launder the shirts at their expense.

Level 2

Consists of a full uniform with pants/shorts and shirt provided and laundered by a contract service at City expense. Eleven uniforms will be issued to each employee at the beginning of the contract term, which is normally two years, and will be laundered at the rate of five sets per week. Replacement of damaged or worn uniforms will be in accordance with the terms of the contract entered into with the vendor. An employee may choose the option of ten City issued shirts provided annually, as in the Level 1 attire, with the requirement that they launder the shirts at their expense. The attached list shows the level of attire to be worn by each work group. Also listed is the detailed description of the Level 1 and Level 2 attire standards and the standards for head gear. The

employees in each work group shall participate in the decision on which level of attire the whole work group will utilize. Any subsequent desire to change from one level to another must be coordinated with the renewal of the uniform service contract awarded for Level 2 attire and the annual order for Level 1 shirts.

LOGOS/IDENTIFICATION:

The shirts provided under both the Level 1 and Level 2 standards above will have a City of Elgin logo and the department and division designation embroidered or silk screened on the left chest area. In addition, at the employee's option, a shoulder "patch" designating union affiliation can be added. The patch will be a 1"x 2" embroidered or silk screened rendering of the SEIU logo. The employee shall indicate his decision on the union patch option at the time that the annual shirt order or the uniform contract is being prepared.

ATTIRE RESTRICTIONS:

It shall never be appropriate for an employee to modify or deface the City provided attire under either level. Cut off shorts or tank tops cannot be worn. Brightly colored T-shirts or T-shirts with inappropriate pictures or wording may not be worn over or in place of the required attire and may only be worn under the required attire if it is not visible thru the outer garment. Only bandanas, hats and that meet the headgear standard detailed below may be worn with either level of attire.

SEASONAL WEAR:

The City will provide identifying attire for cold weather in two forms, a hooded sweatshirt/ jacket and a winter coat/ parka. Both will be budgeted for replacement on a three year schedule but will be replaced on an as need basis. Worn out garments have to be shown to the division manager for verification before replacement garments are ordered. In cases of extended exposure to cold weather, employee provided insulated coveralls and winter hats may be worn as long as safety vests are worn.

During the summer season the wearing of shorts will be allowed in work groups where they can be worn safely as determined by the work group manager with the approval of the department head. If at any time the safety of the employee(s) appears to be threatened, this allowance will be revoked.

The shorts must meet the specifications detailed later in this policy.

COMPLIANCE:

The attire standards will be met at all times while an employee is on duty. They will be allowed to wear the Level 1 or Level 2 attire to and from work. Failure to report for work in the specified attire will result in the employee being sent home on their own time to get the proper attire. A pattern of repeated failure to report for work in proper attire will be addressed through progressive discipline. It is incumbent on the employee to remove City issued clothing when their business/conduct may reflect badly on the City and their co-workers. Employees who are on call may respond to the initial call in non-standard attire but should wear a City coat or safety vest and identification badge for easy identification as a City employee. If the work time resulting from

the call goes beyond the two hour minimum call out, the employee(s) shall be given time to change into their appropriate level attire if required.

**GENERAL SERVICES UNIT
ATTIRE POLICY
WORK GROUPS REQUIRED ATTIRE**

Traffic	Level 1	Streets	Level 2
Sewer	Level 2	Fleet Services	Level 2
Engineers	Level 1	Engineering Inspectors	Level 1
Water Meters	Level 2	Water Plant Mechanics	Level 2
Water Distribution	Level 1	Water Plant Operations	Level 2
Water Plant Laboratory	Level 1	Building Maint. Mechanics	Level 2
Building Custodial	Level 1	Recreation	Level 1
Forestry	Level 2	Cemetery	Level 2
Parks Maintenance	Level 1	Building Maint. P.P.T.	Level 2

Detailed Attire Standards

Level 1

Shall consist of employee provided work pants or shorts and a City provided shirt. Pants and shorts are to be one solid muted color with legs that have sewn hems or cuffs. Shorts will end above the knee but have a minimum inseam of 7 inches. Pants and shorts shall be in good condition without objectionable holes, tears or ripped seams. The color of shirts is to be the same for all employees in a work group and is to be decided by the work group employees and manager with department head approval. The style of shirt shall be determined by the employee within the guideline stated above. That is, the mix shall include five (5) summer and five (5) winter shirts that may include polo, chamois, fleece and cotton/ cotton - polyester blend. T-shirts may be short sleeve or sleeveless, with hemmed sleeves or openings. Other style shirts may be both short and long sleeve as available. All shirts must be chosen from the designated style and color choices in the catalog of the chosen City supplier. The choice of shirt style must be made at the time the annual order is placed and will be binding. All shirts, pants and shorts shall be laundered by the employee at their expense.

Level 2

Shall consist of a City issued uniform with pants or shorts and a shirt. The color of uniform and style of pants and shorts must be chosen from the designated style and color options in the catalog of the chosen City supplier, be the same for all employees in a work group and be selected by work group employees and manager with department head approval. Shirt style shall be determined by the employee and may include a mix of polo, cotton and cotton/polyester blend with short and long sleeves as available from the uniform service. Laundry service at the City expense is available for the entire uniform and if chosen by the employee, is for the term of the laundry service contract. The employee may choose to be issued ten shirts annually as specified for Level 1 in lieu of the uniform shirt. Under this option the employee must launder the shirts at their expense and only the pants and shorts will be laundered by the service at City expense. The choice of uniform style and color and of the shirt option must be made at the time the annual order is placed and will be binding.

Head Gear

Shall consist of employee provided caps, hats and bandanas that are either muted in color or are solid in color in a shade that is an accepted safety color. The head gear shall not have any inappropriate pictures, markings or wording printed on it. If in the opinion of the work group supervisor the head gear does not conform to this standard, they shall advise the employee and the employee shall remove it.