

**AGREEMENT**  
**BETWEEN**  
**CITY OF SOUTH BELOIT**  
**and**  
**ILLINOIS COUNCIL OF POLICE**

January 1, 2021 to December 31, 2023

**TABLE OF CONTENTS**

	Page
TABLE OF CONTENTS .....	II
PREAMBLE .....	1
ARTICLE 1 RECOGNITION AND REPRESENTATION .....	1
Section 1. Recognition.....	1
Section 2. Gender.....	2
ARTICLE 2 NON-DISCRIMINATION .....	2
ARTICLE 3 UNION RIGHTS .....	2
Section 1. Union Use of Bulletin Boards.....	2
Section 2. Union Visitation/Representatives .....	2
Section 3. Union Representatives .....	3
Section 4. Union Representatives/Time Off for Union Activities.....	3
Section 5. Dues Deduction .....	4
Section 6. Union Indemnification.....	5
ARTICLE 4 MANAGEMENT RIGHTS .....	5
ARTICLE 5 LABOR-MANAGEMENT COMMITTEE.....	6
Section 1. Subject Matter and Agenda .....	6
Section 2. Attendance .....	7
ARTICLE 6 HOURS OF WORK AND OVERTIME .....	7
Section 1. Application of Article .....	7
Section 2. Hours of Work .....	7
Section 3. Changes in the Regular Work Day or Work Schedule .....	8
Section 4. Overtime .....	9
Section 5. Call-In Pay .....	9
Section 6. Overtime Opportunities .....	10
Section 7. No Pyramiding.....	10
ARTICLE 7 NO STRIKE-NO LOCKOUT .....	10
Section 1. No Strike.....	10
Section 2. Responsibility of the Union.....	10
Section 3. Responsibility of Union Representatives.....	11
Section 4. Discharge of Violators.....	11
Section 5. No Lockout .....	11
ARTICLE 8 GRIEVANCE PROCEDURE .....	11
Section 1. Definition.....	11
Section 2. Representation .....	11
Section 3. Procedure .....	11
Section 4. Arbitration.....	12

Section 5.	Limitations on Authority of Arbitrator .....	13
Section 6.	Time Limit for Filing.....	13
Section 7.	Time Off .....	14
Section 8.	Bypassing Steps .....	14
ARTICLE 9	SENIORITY .....	14
Section 1.	Definition of Seniority .....	14
Section 2.	Termination of Seniority.....	14
Section 3.	Seniority List .....	15
ARTICLE 10	PROBATIONARY PERIOD.....	15
Section 1.	Probationary Period .....	15
ARTICLE 11	LAYOFF AND RECALL.....	16
Section 1.	Layoff .....	16
Section 2.	Recall .....	16
Section 3.	Effects of Layoff.....	17
ARTICLE 12	LEAVES OF ABSENCE .....	17
Section 1.	Family and Medical Leave .....	17
Section 2.	Unauthorized Absence.....	17
Section 3.	Non-employment Elsewhere .....	18
Section 4.	Unpaid Discretionary Leave .....	18
Section 5.	Application for Leave .....	18
Section 6.	Benefits While on Leave .....	18
ARTICLE 13	ADDITIONAL LEAVES OF ABSENCE .....	19
Section 1.	Military Leave .....	19
Section 2.	Jury Duty Leave.....	19
Section 3.	Bereavement Leave .....	19
ARTICLE 14	VACATIONS .....	20
Section 1.	Eligibility .....	20
Section 2.	Vacation Eligibility.....	20
Section 3.	Vacation Pay .....	20
Section 4.	Vacation Scheduling.....	21
Section 5.	Limitation on Accumulation/Payment of Vacation.....	21
Section 6.	Pay Upon Termination.....	22
Section 7.	Vacation Cancellation.....	22
ARTICLE 15	HOLIDAYS .....	22
Section 1.	Designation of Holidays .....	22
Section 2.	Eligibility .....	22
Section 3.	Paid Holiday or Holiday Pay .....	22
ARTICLE 16	SICK LEAVE .....	23
Section 1.	Allowance .....	23
Section 2.	Sick Leave Notification .....	23

Section 3.	Medical Examination.....	24
Section 4.	Abuse of Sick Leave.....	24
Section 5.	Sick Leave Utilization.....	24
Section 6.	Sick Leave Accrual.....	24
Section 7.	Payment for Medical Examinations.....	25
Section 8.	Sick Leave Incentive.....	25
Section 9.	Sick Leave Career Buy-Back.....	25
ARTICLE 17 PERSONAL DAY .....		25
ARTICLE 18 WAGES .....		25
Section 1.	Wage Schedule .....	25
Section 2.	Increases .....	25
Section 3.	Licenses .....	26
Section 4.	Starting Pay .....	27
ARTICLE 19 INSURANCE .....		27
Section 1.	Medical Insurance Coverage .....	27
Section 2.	Medical Insurance Premium Costs .....	27
Section 3.	Cost Containment .....	27
Section 4.	Terms of Policies to Govern .....	28
Section 5.	Term Life Insurance .....	28
Section 6.	Insurance Changes .....	28
Section 7.	Insurance Opt-Out Stipend.....	28
ARTICLE 20 CLOTHING AND EQUIPMENT .....		29
ARTICLE 21 MISCELLANEOUS.....		29
Section 1.	Fitness Examination.....	29
Section 2.	Light Duty.....	30
Section 3.	Policies and Rules and Regulations.....	31
Section 4.	Alcohol and Substance Testing .....	31
Section 5.	No Smoking.....	31
Section 6.	Outside Employment .....	31
Section 7.	Precedence of Agreement .....	32
Section 8.	Safety .....	32
Section 9.	Assignment .....	32
ARTICLE 22 DISCIPLINE.....		32
Section 1.	Pre-Deprivation Meeting .....	32
Section 2.	Representation .....	32
Section 3.	Notification of Discipline .....	33
Section 4.	Just Cause .....	33

ARTICLE 23 SAVINGS CLAUSE .....33  
ARTICLE 24 ENTIRE AGREEMENT .....33  
ARTICLE 25 DURATION .....34  
APPENDIX A WAGES .....35  
APPENDIX B DUES AUTHORIZATION FORM .....37  
APPENDIX C GRIEVANCE FORM .....38  
APPENDIX D SAFETY CLOTHES.....39

**PREAMBLE**

THIS AGREEMENT is entered into by the City of South Beloit (hereinafter referred to as the “City” or the “Employer”) and Illinois Council of Police (hereinafter referred to as the “Union”). It is the purpose of this Agreement and the intent of the parties hereto to establish and promote a harmonious understanding and relationship between the City and the Union; to promote departmental efficiency and effectiveness; to establish wages, rates of pay, hours of work and terms and conditions of employment applicable to employees covered by this Agreement; to provide for an equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and implementation of this Agreement; and to prevent interruptions of work and interference with the operations of the City.

In consideration of the mutual promises, covenants and agreements contained herein, the Employer and the Union do mutually promise and agree as follows:

**ARTICLE 1**  
**RECOGNITION AND REPRESENTATION**

Section 1.     Recognition. Pursuant to the certification by the Illinois State Labor Relations Board in Case No. S-RC-11-011, the City hereby recognizes the Union as the sole and exclusive bargaining representative for the following unit:

- Included:       All full-time laborers and operators employed by the City of South Beloit in the streets, waste water or public property departments.
  
- Excluded:       All confidential, managerial, supervisory or temporary employees; as defined by the Illinois Public Labor Relations Act, and all other employees employed by the City of South Beloit.

Section 2.     Gender. The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only and includes the feminine pronoun as well.

**ARTICLE 2**  
**NON-DISCRIMINATION**

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of any protected status, or because of membership on non-membership in the Union. Other than Union membership or lack thereof, any dispute concerning the interpretation and application of this Paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**ARTICLE 3**  
**UNION RIGHTS**

Section 1.     Union Use of Bulletin Boards. The City shall provide bulletin boards (at least 2' x 3') by the time clocks in the sewer and street departments solely for the posting of official Union notices. Such notices shall be non-political, non-controversial and non-inflammatory in nature. The Union will limit the posting of such Union materials to the bulletin board. A copy of said notices shall be given to the Waste Water Plant Superintendent at the time of its posting on the bulletin board. Such bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

Section 2.     Union Visitation/Representatives. A duly authorized Union representative will be permitted access at reasonable times to the premises of the City for the purpose of representing employees pursuant to the provisions of this Agreement. The Union representative will first secure the prior approval of the Waste Water Plant Superintendent or his designee to enter and conduct his business so as not to interfere with City operations, which shall not be

unreasonably denied. If such approval is granted, the Superintendent or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union representatives and employees shall not occur during the employees' hours of work, unless approved in advance by the Superintendent or his designee.

Section 3. Union Representatives. The City recognizes the right of bargaining unit employees to select Union Representatives. The Union shall provide the Waste Water Plant Superintendent with the name of any Union Representatives selected by the Union. The Union Representatives shall not be permitted to conduct Union business during working hours, except as expressly provided herein.

Section 4. Union Representatives/Time Off for Union Activities. One employee acting as a Union representative will be permitted to attend grievance meetings scheduled by the City during said employee's regularly scheduled working hours without a loss of regular straight time pay for attending the meeting. In addition, an employee who is being interrogated or who is scheduled for a pre-disciplinary meeting during the employee's regularly scheduled working hours and a Union representative, if requested by the employee, who is representing the employee at the interrogation or pre-disciplinary meeting scheduled during the representative's regularly scheduled working hours, shall be released from work without loss of regular straight time pay. The employee and representative, if requested, must request and receive advance approval from the Waste Water Plant Superintendent or his designee to attend said meeting. No employee attending a grievance meeting or representative attending any of the above meetings shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the City. All other time spent on Union activities shall be



considered non-work time, except as otherwise provided herein or approved in advance by the Superintendent or his designee.

Section 5. Dues Deduction. While this Agreement is in effect, the City will deduct from the first two (2) paychecks of the month, and forward to the Union, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the City a voluntary, effective dues deduction authorization (as set forth in Appendix B of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the City and Union by certified mail, return receipt requested at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each employee in order to ease the City's burden of administering this provision. Such dues shall be forwarded to the Union within thirty (30) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Union will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

In order to administer the deduction of dues under this Agreement, the Employer shall:

- (a) Notify the Union of the names of all newly hired employees within thirty (30) days of the employees' respective starting date(s):

- (b) Provide to the Union in conjunction with each dues check forwarded to the Union:
  - (1) A complete and accurate written listing of all employees in the bargaining unit and the amount of union dues deducted from each individual employee's salary.
- (c) Provide to the Union notice and copy of any revocation of dues deduction authorization within thirty (30) calendar days of the date the revocation is received by the Employer.

The City shall provide the Union with the name, starting date and salary of any new employee covered under this Agreement within thirty (30) days of hire.

Section 6. Union Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

It is understood and agreed that the City possesses the sole right and authority to operate the City and direct the employees of the City and its various departments in all respects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights (by way of illustration and not by way of limitation) include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the City; to plan, direct, control and determine the organizational structure and all operations and services of the City; to determine the places, means, methods and number of personnel needed to carry out the City's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to determine certifications and which

positions/employees need them; to establish and change work schedules and assignments; to schedule and assign work; to establish reasonable work standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders, procedures, programs and policies; to hire, demote, promote, transfer and train employees; to introduce, change or eliminate existing methods, equipment or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to use temporary, part-time employees, and non-bargaining unit as the City deems appropriate; to evaluate performance and productivity; and to take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the City Council, Mayor, the designated Labor Liaison for the City, the Waste Water Plant Superintendent or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

**ARTICLE 5**  
**LABOR-MANAGEMENT COMMITTEE**

Section 1.     Subject Matter and Agenda. The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, a labor-management meeting may be held between the City and Union representatives. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor management conference" and expressly providing the agenda for such meeting. Said notice shall be provided to the designated Labor Liaison for the City and the Union Steward for the Union. Such notice may be waived by mutual consent of the parties. Such meetings,

times, dates and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notification of changes in conditions of employment that may affect employees; and
- (d) issues and concerns involving safety.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed pursuant to the grievance procedure shall not be considered at "labor management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 2.     Attendance. The Union and City may each be represented at such meetings by up to two (2) designated individuals. When absence from work is required to attend a labor management meeting, employees shall, before leaving their work, give reasonable notice to and receive approval from the appropriate Superintendent or his designee in order to remain in pay status.

## **ARTICLE 6**

### **HOURS OF WORK AND OVERTIME**

Section 1.     Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per year and nothing contained herein shall preclude the City from restructuring the normal work day, work week or work year.

Section 2.     Hours of Work. The normal work week for full-time employees shall be forty (40) hours of work in the City's payroll week. The current normal working hours for bargaining unit employees are as follows:

Streets - 7:00 a.m. - 3:30 p.m., Monday through Friday.

Wastewater - 7:00 a.m. - 3:30 p.m., Monday through Friday and two and one-half hours before Noon on Saturday, Sunday and Holidays. These pre-scheduled hours on Saturday, Sunday and Holidays will be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate of pay, if the employee does not use more than eight (8) hours of sick leave during the applicable payroll week (unless those days and hours become part of the regular 40 hour work week).

The regular work day shall normally include a thirty (30) minute unpaid meal period (generally toward the middle of the shift) at times approved by the City. Employees are on-call during meals. Said meal periods shall not be used to shorten the employee's workday. In addition, the regular work day shall normally include two (2) paid fifteen (15) minute unscheduled breaks during the day, not be taken immediately before or after lunch the period or used to extend the lunch period.

This section is subject to the provisions of Section 3 below and hours may be modified for the summer or a portion thereof only by following the procedure set forth in Section 3.

Section 3. Changes in the Regular Work Day or Work Schedule. If the City Council exercises its right to make a permanent change in a departmental work day, work week or work schedule, the City Labor Liaison, will notify the Union thirty (30) calendar days in advance and, upon request of the Union to the City's Labor Liaison, discuss it with the Union within this thirty (30) calendar day period before the change.

Absent any emergency, if the City Council exercises its right to make a temporary change in an employee's or employees' current normal work hours or schedule, the City Labor Liaison will notify the Union seven (7) calendar days in advance and, upon request of the Union to the

City's Labor Liaison, discuss it with the Union within this seven (7) calendar day period before the change.

The foregoing seven (7) day notice shall not be applicable to changes due to unanticipated weather conditions (snow, ice, tornado, flood) where the City shall give the affected employees as much notice as is practicable.

Section 4. Overtime. An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all approved hours actually worked in excess of 40 hours actually worked in the regular work week. Overtime rates are calculated by dividing the annual rate (see Appendix "A" attached hereto) by 2,080 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments. An employee must receive advance approval or authorization to work overtime. For purposes of calculating overtime, all compensable hours shall count as "hours worked" except for sick time.

Section 5. Call-In Pay. An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid for all hours worked above his normal hours of work or a minimum of two (2) hours of pay, whichever is greater, at time and one-half the employee's regular straight time hourly of pay. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked, that is contiguous with the employee's regular work day or for a callback where an employee is called back to correct an error or omission which is determined by the Department Head or his designee to require correction/completion before the employee's next scheduled shift. The Department Head can require the employee to stay the entire two (2) hours only if there is a bona fide operational need.

Section 6. Overtime Opportunities. The City shall have the right to require overtime which employees may not refuse or to seek volunteers for overtime assignments. Except for work in progress or an assignment that requires a special skill, the City will generally seek volunteers first, by seniority order on a rotating basis, from employees who normally perform the work. If there is no qualified volunteer available, the appropriate Superintendent or his designee shall have the right to mandate the least senior available employee to work the overtime, in rotating reverse seniority order, from employees who normally perform the work. This is subject to the provisions of Article 21, Section 9.

Section 7. No Pyramiding. Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

**ARTICLE 7**  
**NO STRIKE-NO LOCKOUT**

Section 1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies, work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing, during the life of this Agreement.

Section 2. Responsibility of the Union. Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately notify the employees verbally and in writing that it disapproves of such action, instructing all employees to cease such action and return to work immediately.

Section 3.     Responsibility of Union Representatives. Union representatives have the responsibility to remain at work and encourage other employees to return to work during any activity prescribed by Section 1.

Section 4.     Discharge of Violators. The City shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees shall only have the right to contest whether an employee or employees participated in an action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the City may not be disturbed.

Section 5.     No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

Section 1.     Definition. A “grievance” is defined as a dispute or difference of opinion raised by an affected employee or the Union against the City involving an alleged interpretation, application or violation of an express provision of this Agreement.

Section 2.     Representation. Grievances may be filed and processed by the employee or Union on behalf of an employee or group of employees. The Union may have one grievant present at Step 1 of the grievance procedure and, upon request, the grievant is entitled to Union representation at Step 1 of the grievance procedure.

Section 3.     Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1:         Any employee who has a grievance (or the Union, if a Union grievance) shall submit the grievance in writing (on the form attached hereto as



Appendix C) to the Wastewater Treatment Plan Superintendent, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the event giving rise to the grievance.

The Superintendent or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union, if requested by the employee grievant. If no settlement of the grievance is reached, the Superintendent, or his designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

Section 4.     Arbitration. If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance from Step 1 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by filing a notice with the City Labor Liaison within twenty (20) calendar days of receipt of the City's written answer to the Union at Step 1 or within twenty (20) calendar days of the date the Step 1 answer was due:

- (a) The Union and City shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators from Illinois or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection by a joint letter and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- (d) The arbitrator shall submit his decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if requested by the arbitrator or agreed to by the parties, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including employee witnesses.

Section 5. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations of administrative bodies and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 6. Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance.

Unless otherwise agreed in writing, if a grievance is not presented within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a

grievance or an appeal thereof within the specified time limits, the aggrieved employee shall treat the grievance as denied at the step and may immediately appeal the grievance to the next step.

The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.     Time Off. No time spent on grievance matters shall be considered time worked for compensation purposes, except as otherwise provided in this Agreement.

Section 8.     Bypassing Steps. The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

## **ARTICLE 9** **SENIORITY**

Section 1.     Definition of Seniority. Seniority shall be determined by an employee's continuous service in a position with the City of South Beloit, calculated from the most recent date of hire with the City, less adjustments for layoffs, suspensions and approved leaves of absence without pay of thirty (30) consecutive days or more, unless otherwise required by state or federal law. There shall be separate seniority lists for each department.

Section 2.     Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a)     quits;
- (b)     is discharged;
- (c)     retires;
- (d)     fails to report for work immediately after the conclusion of an authorized leave of absence, unless the failure to report is due to extenuating circumstances beyond the control of the employee;

- (e) is laid off and fails to notify the City or his designee of his intent to return to work within five (5) business days after receiving notification of recall or fails to report to work within ten (10) business days after receiving notification of recall;
- (f) is laid off for a period in excess of fifteen (15) months;
- (g) is absent for three (3) or more consecutive working days without notifying the City or his designee; or
- (h) is unable to perform his duties for a period of more than twelve (12) months.

Section 3. Seniority List. As soon as practicable after the effective date of this Agreement, the City will prepare, post and forward to the Union a list showing the name, position and hire date of each employee in the bargaining unit within each department. Within thirty (30) calendar days after the date of posting, an employee must notify the City of any alleged errors in the list or it will be considered binding on the employee and Union. This list shall resolve all questions of seniority effecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1st each year the City will post and provide the Union with a revised seniority list setting forth each employee's seniority date by department. After each posting, an employee must notify the City of any alleged errors within thirty (30) calendar days or the list will be considered binding on the employee and the Union. Disputes as to seniority listing shall be resolved through the grievance procedure.

## **ARTICLE 10** **PROBATIONARY PERIOD**

Section 1. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees for a probationary period of nine (9) months of employment. An employee probationary period may be extended for up to three (3) months or for any period of absences exceeding thirty (30) days, at the discretion of the City

after discussion with the Union. During an employee's probationary period, the employee is entitled to all rights, privileges and benefits provided for in this Agreement, except as otherwise provided in this Agreement and except that the probationary employee may be disciplined, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the discipline, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City.

## **ARTICLE 11** **LAYOFF AND RECALL**

Section 1.     Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, after probationary employees are either laid off or terminated, at the discretion of the City, employees covered by this Agreement will be laid off from a classification within a department, based upon qualifications, performance, skill, and ability to perform the job, taking into consideration an employee's seniority. Employees shall be notified in writing at least twenty-one (21) days in advance of the effective date of such layoffs.

Section 2.     Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of fifteen (15) months. If there is a recall an employee who is still on the recall list shall be recalled, in the inverse order of his layoff from the classification provided he is fully qualified in the department from which the employee was laid off, to perform the work to which he is recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the City within five (5)

business days of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the City with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 3.     Effects of Layoff. During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the City by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

## **ARTICLE 12** **LEAVES OF ABSENCE**

Section 1.     Family and Medical Leave. The parties agree that the City may adopt policies to implement the Family and Medical Leave Act and regulations promulgated thereunder in accordance with what is legally permissible under the Act.

Section 2.     Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of three (3) or more consecutive work days without notification by an employee to his immediate non-bargaining unit supervisor shall be considered an abandonment of position and shall result in the automatic

termination of the employment relationship, except when there are extraordinary circumstances beyond the control of the employee, acceptable to the City.

Section 3. Non-employment Elsewhere. Employees who engage in employment elsewhere, including self-employment, during any leave of absence, without prior written approval of the City, may be terminated by the City.

Section 4. Unpaid Discretionary Leave. The City, at its discretion, may grant an unpaid leave of absence of up to one (1) month under this Article to any bargaining unit employee where the City determines there is good and sufficient reason.

Section 5. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the City or his/her designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the City and it shall be in writing.

Section 6. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay status of thirty (30) calendar days or more.
- (b) Upon return from an approved leave of absence, except as otherwise required by law, the employee will be restored to his former position or an equivalent position, if a vacancy exists. If the employee would have been eligible for layoff according to his seniority, except for his leave, he shall go directly on layoff.
- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire portion of the insurance premium involved, except as otherwise provided by law.

**ARTICLE 13**  
**ADDITIONAL LEAVES OF ABSENCE**

Section 1.     Military Leave. Military leave shall be granted in accordance with applicable law, as it may from time to time be amended. An employee must provide notice and a copy of his military orders to the City immediately upon receipt in order to receive military pay.

Section 2.     Jury Duty Leave. Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the City in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty. An employee will not be required to use benefit time for jury duty and benefits will continue to accumulate during leave for jury duty.

Section 3.     Bereavement Leave. In the event of the death of a member of the immediate family, an employee shall, if requested, be granted leave without loss of regular straight time pay for three (3) consecutive working days as bereavement leave if the employee attends the funeral. For purposes of this section, the immediate family shall be defined as spouse, children (including adopted), children of spouse, parents of employee or spouse (including step), and brothers or sisters. In the event of the death of the grandparents of employee or spouse; grandchildren of employee or spouse; or brother/sister of spouse, the employee shall, if requested, be granted leave without loss at regular straight time pay for one scheduled working day if the employee attends the funeral. Additional days off are subject to the



prior approval of the Wastewater Treatment Plant Superintendent or his designee and shall be deducted from the employee's vacation or personal time. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

**ARTICLE 14**  
**VACATIONS**

Section 1.     Eligibility. The amount of vacation time that an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Monthly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>
Hire thru 1 year	3.3	40
2 thru 6 years	6.7	80
7 thru 14 years	10	120
15 thru 24 years	13.3	160
25+ years	16.7	200

A new employee may only use vacation after completing six (6) months of continuous service.

Section 2.     Vacation Eligibility. Vacation shall not accumulate during any period when the employee is on layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days or more. If the employee remains on the payroll but is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not earn vacation leave after the first six (6) months.

Section 3.     Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification at the time of the employee's vacation.

Section 4. Vacation Scheduling. Employees desiring vacation leave shall submit their requests in writing on the form provided and in accordance with the procedure established by the City. Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference during the advance selection period being made on the basis of the employee's seniority as defined in this Agreement. Initial vacation requests shall be submitted no later than December 1<sup>st</sup> of the preceding year for selection of vacations to be taken during the following calendar year. The vacation schedule shall be posted no later than December 31<sup>st</sup> of the preceding year. Vacation requests submitted on or after January 1<sup>st</sup>, will be granted on a first-come first-serve basis. Vacation days requested after December 1<sup>st</sup> should be taken in four (4) hour increments, however vacation time taken at the beginning or end of the work day may, at the discretion of the immediate supervisor, be taken in less than four (4) hour increments. Vacations must be approved in advance by the applicable Superintendent or his designee.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the applicable Superintendent or his designee in order to insure the orderly performance of the services provided the City. Provided, however, no more than one employee may be off on approved time off at the same time. Vacation shall be used for FMLA covered events consistent with the City's FMLA Policy.

Section 5. Limitation on Accumulation/Payment of Vacation. Vacation should be taken in the calendar year received but employees may carry a maximum of one year plus five (5) days of unused vacation. During January of any calendar year, an employee may request to

be paid for a maximum of 40 hours of vacation. Said payment shall be made and delivered within 30 days of said request.

Section 6. Pay Upon Termination. Employees shall receive compensation for all earned but unused vacation as of the employee's date of termination.

Section 7. Vacation Cancellation. In the case of an emergency, the City may cancel and reschedule any or all approved vacation in advance of its being taken. The City may approve an employee's request to cancel vacation previously approved.

## **ARTICLE 15** **HOLIDAYS**

Section 1. Designation of Holidays. The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year's Eve Day

The holiday shall be celebrated on the day designated by the City annually.

Section 2. Eligibility. In order to receive a paid holiday or holiday pay pursuant to Section 3, an employee must work the last scheduled workday preceding the holiday, first scheduled workday following the holiday, and the actual holiday (if scheduled) or be pre-approved for paid leave time on those days.

Section 3. Paid Holiday or Holiday Pay. Employees will normally be scheduled off on the holiday. An employee who is required to work on a holiday will receive one and one-half

(1 1/2) times his regular straight time hourly rate of pay, in addition to his regular eight (8) hours of pay for the holiday.

The holiday shall be defined as beginning twelve (12) midnight (0000 hours) the day of the holiday and ending at 11:59 p.m. (2359 hours) the same day.

## **ARTICLE 16** **SICK LEAVE**

Section 1.     Allowance. An employee, who has completed one (1) full month of continuous service, shall accrue eight (8) hours of sick leave for each completed month of service, provided that the number of accumulated sick leave hours shall not exceed six hundred forty (640) hours at any one time. Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position. Sick leave shall be used for FMLA covered events consistent with the City's FMLA Policy.

Section 2.     Sick Leave Notification. In the event an employee is unable to work due to illness, injury or disability as provided above or due to a death in the immediate family pursuant to Article XI, Section 6, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury or death, at the earliest possible time, but in the event of illness/injury no later than one hour prior to the start of his scheduled shift. The failure to provide such notification shall result in the employee being off without pay, and may subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the first working day following the absence. The request must be made on the form provided by the City and all questions must be answered fully. The claim for sick leave pay must be approved by the applicable superintendent.

Section 3. Medical Examination. A doctor's statement (verifying the nature of the illness/injury, that the employee was examined by the physician and that the employee was unable to perform the duties of the position) shall be provided for any use of sick leave of three (3) or more consecutive days at a date and time directed by the City. If the employee does not supply such satisfactory statement/documentation, the request for sick leave may be denied and the time off may be without pay. The employee may also be subject to discipline for failing to supply the statement/documentation. The employee must also provide a satisfactory doctor's statement to the City verifying his fitness for duty prior to being allowed to return to work.

Section 4. Abuse of Sick Leave. If an employee is suspected of abuse, or if the employee has frequent, prolonged, repeated, or a pattern of absences, the City reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a City designated physician, at City expense), and counseling and discipline, up to and including discharge.

Section 5. Sick Leave Utilization. Sick leave shall be utilized in no less than four (4) hour increments, however sick leave taken at the beginning or end of the work day may, at the discretion of the immediate supervisor, be taken in less than four (4) hour increments.

Section 6. Sick Leave Accrual. An employee shall not be eligible to earn sick leave during any period that an employee is off on sick leave, layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days. If the employee remains on the active payroll and is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not continue to earn sick leave after the first six (6) months.

Section 7.     Payment for Medical Examinations. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement or if the Employer requests the employee to see a doctor of its choosing.

Section 8.     Sick Leave Incentive. If an employee, who has accumulated 120 hours (15 days) of sick leave and maintained the 120 hours (15 days) balance for one fiscal year, uses no sick leave during the following fiscal year, the employee shall receive 8 hours of pay.

Section 9.     Sick Leave Career Buy-Back. An employee who has accumulated 480 hours of sick leave, shall be compensated at retirement for 120 hours said sick leave at the employee's regular straight time hourly rate of pay. Retirement shall be defined as a minimum of 50 years of age and 20 years of service. Time should be taken in eight (8) hour increments.

## **ARTICLE 17** **PERSONAL DAY**

Each employee covered by this Agreement who is employed on or before December 31 shall be granted 16 hours of personal time for use during the following calendar year. Such personal time must be requested and used in four-hour increments and pre-approved by the applicable Superintendent or his designee.

## **ARTICLE 18** **WAGES**

Section 1.     Wage Schedule. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement.

Section 2.     Increases. Effective January 1, 2021, there shall be a 3% increase in base wages to employees on the active payroll of the City on the date this Agreement is signed. On January 1, 2022, there shall be a 3% increase in base wages to bargaining unit employees on the

active payroll of the City on that date. On January 1, 2023, there shall be a 2.0% increase in base wages to bargaining unit employees on the active payroll of the City on that date.

Effective May 16, 2022, the following step schedule shall be adopted for new hires:

Streets Department	Sewer Department
Starting Wage - \$17.00	Starting Wage - \$17.50
After 1 Year - \$17.40	After 1 Year - \$17.90
After 2 Years - \$18.15	After 2 Years - \$18.65

Effective January 1, 2023:

Streets Department	Sewer Department
Starting Wage - \$17.34	Starting Wage - \$17.85
After 1 Year - \$17.74	After 1 Year - \$18.25
After 2 Years - \$18.51	After 2 Years - \$19.02

Following conclusion of step schedule employees will receive across the board wage increases outlined above at the January following after two years of service. There shall be no retroactivity on steps.

Section 3.    Licenses. Employees who currently (August 2011) hold any water or wastewater license(s) are required to maintain said license(s) but will not be compensated any additional monies for the license(s) currently held. If any employee who is currently employed and does not currently hold a Class C license is required by the City to obtain and maintain a Class C water or wastewater license, that employee will receive an additional 25¢ per hour effective upon receipt of same. If any employee is required to obtain and maintain any additional water or wastewater license(s) (Class 1 or 2), that employee will receive an additional 50¢ per hour per license effective upon receipt of same. The City will continue to pay for the

recertification fee for employees required by the City to obtain and maintain a commercial driver's license as a condition of employment.

Section 4.     Starting Pay. The City, in its discretion, shall have the right to establish the starting pay for any employee hired/promoted into a position provided the starting pay is not higher than the rates established under this Agreement.

## **ARTICLE 19** **INSURANCE**

Section 1.     Medical Insurance Coverage. The City shall provide the same medical coverage and benefits to the employee and their dependents as it provides to the non-represented employees of the City as it may from time to time be amended. The City reserves the right to change carriers and/or self-insure this benefit.

Section 2.     Medical Insurance Premium Costs. Employees covered by this Agreement shall pay the same insurance premiums and costs for the applicable coverage as the non-represented employees of the City, as said premiums and costs may from time to time be amended. For the period beginning January 1, 2018, and thereafter, employees shall be required to pay no more than 15% of the applicable premium for HMO coverage selected by the employee.

Employees selecting PPO coverage shall pay the additional cost of the applicable PPO coverage selected in addition to any premium for the HMO coverage pursuant to the above.

Section 3.     Cost Containment. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out patient elective surgery for designated surgical procedures.



Section 4.     Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 5.     Term Life Insurance. Each employee covered by this Agreement shall be provided with the same term life and AD&D insurance coverage as other non-represented City employees generally. The City retains the right to change carriers and/or self-insure this benefit.

Section 6.     Insurance Changes. The Parties shall establish and maintain a Joint Labor/Management Committee on the City's Group Insurance benefits. The Bargaining Unit may select two (2) employee representatives to participate on this committee with representatives of the City and other represented and/or non-represented groups, for the purposes of studying insurance coverage options, making recommendations for cost-saving revisions to existing coverages, provision of new or replacement benefits and the like. The Committee will also review any problems brought forward to the Committee by employees about claims administration of the benefit plans. The City shall notify the Union of any proposed changes to health insurance benefits and coverage as soon as the City is made aware of them.

Section 7.     Insurance Opt-Out Stipend: Effective July 1, 2022, Employees who decline insurance coverage provided by the City shall be eligible to receive a stipend, in lieu of coverage, each year. Employees shall make the election during the City's annual open enrollment period.

Family	\$3,000
Employee plus one (if applicable)	\$2,000
Employee	\$1,000

The stipend shall be prorated and paid in quarterly installments (last pay period in September, December, March, and June) following insurance declination. The stipend payable to the employee shall be in accordance with plan the employee previously elected in the last plan year.

**ARTICLE 20**  
**CLOTHING AND EQUIPMENT**

The City shall continue to provide safety equipment and work attire consistent with departmental practice and, as determined necessary by the Department Heads. [See Appendix D].

**ARTICLE 21**  
**MISCELLANEOUS**

Section 1.     Fitness Examination. If, the City has reason to question an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical and/or psychological examination by a qualified and licensed medical professional (e.g., physician(s), psychiatrist, psychologist) selected by the City. Prior to being sent for a fitness examination, the officer shall be notified in writing of the reasons. The City may subsequently require an employee to conform to the physician(s) recommendations as a condition of continued employment. If a physician(s) selected by the City shall determine that an employee is unfit to perform the duties of his position, the City may, at his discretion, place the employee first on sick leave followed by other paid benefit time or an unpaid leave of absence referred to elsewhere in this Agreement, if the employee has exhausted all of his sick leave and other benefit time.

Section 2.     Light Duty. The City may require an employee who is receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the City's physician(s) has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) days. The terms and conditions of the light duty assignment shall be determined by the City or his designee. An employee who is utilizing sick leave or on an unpaid leave of absence may request light duty. Provided, however, light duty under such circumstances will be at the sole discretion of the City but if granted, shall be in accordance with the provisions set forth herein. It is agreed that a light duty assignment need not necessarily be confined to the employee's regular Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The City reserves the right to terminate any light duty assignment at an earlier time if the City's physician(s) determines that an employee is capable of returning to his normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the City retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the City to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the City determines that the need exists and only as long as such need exists.

Section 3.     Policies and Rules and Regulations. Employees shall be governed by the non-economic portions of the City of South Beloit Employee Handbook and the personnel policies and rules and regulations of the City of South Beloit as they may from time to time be amended. The City will provide the Union and employees with a copy of any new or changed policy, rule or regulation, at least 14 days prior to the new or changed policy, rule or regulation taking effect. Upon the request of the Union to the City Labor Liaison, the City will discuss it/them prior to the effective date.

Section 4.     Alcohol and Substance Testing. Employees shall comply with the provisions of the City's Alcohol and Substance Abuse Policy, as it may from time to time be amended.

Section 5.     No Smoking. No person shall smoke or possess a lighted cigarette, cigar, pipe, or any other form of tobacco or similar substance used for smoking in any City-owned building or vehicle.

Section 6.     Outside Employment. Secondary employment must be reviewed and approved by the City prior to the commencement of such secondary employment. The Waste Water Superintendent may approve secondary employment (subject to confirmation by the City Council) if there is insufficient time to obtain Council approval prior to commencement of the employment. Secondary employment may be permitted where the City determines that such employment will not (1) interfere with or have an adverse impact upon the operations or image of the department or employee; (2) will not involve the use of City property, equipment, time or supplies; and (3) will not result in a conflict of interest.

Section 7.     Precedence of Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any City ordinance, Policy or Rule or Regulations which may be in effect from time to time, the specific terms of this Agreement shall take precedence.

Section 8.     Safety. The City agrees to take reasonable measures for the safety and protection of employees during their work hours in the performance of their duty and employees agree to follow all safety rules, regulations and directives of the City.

Section 9.     Assignment. The parties recognize the parks department currently does not have any employee solely assigned to that department. However, the City reserves the right to hire any new employee for that department, transfer any existing employee to that department on a full or part-time, temporary or permanent basis and/or to allow the Public Property Commissioner to designate the employee to perform any and all work for that department.

## **ARTICLE 22** **DISCIPLINE**

Section 1.     Pre-Deprivation Meeting. Before an employee is suspended or discharged, the City shall provide such employee with:

- (a) Notice of the contemplated charges; and
- (b) An opportunity to respond to such charges.

In the event that the employee chooses to be heard on the pending charges, he shall be permitted to have a union representative present.

Section 2.     Representation. At the employee's request, a Union representative shall be allowed to attend an investigatory interview that the employee reasonably believes will lead to disciplinary action. The interview may be reasonably delayed to allow a Union representative to attend.

Section 3.     Notification of Discipline. A copy of any disciplinary action placed in the employee's personnel file shall be forwarded to the employee within seven (7) calendar days of being placed in said file.

Section 4.     Just Cause. No employee covered by this Agreement shall be suspended or discharged from employment without just cause. The parties recognize that the severity of discipline will vary depending upon the severity of the offense and that there are offenses that warrant suspension or discharge for a first offense.

**ARTICLE 23**  
**SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the City and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 24**  
**ENTIRE AGREEMENT**

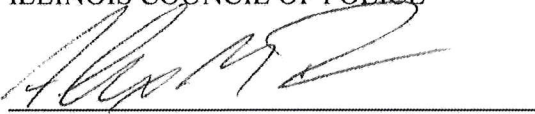
This Agreement constitutes the complete and entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and 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 by this Agreement, including the impact of any such subject, matter or decision.

**ARTICLE 25**  
**DURATION**

This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 on the 31st day of December, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

ILLINOIS COUNCIL OF POLICE



Dated: 7/13/22

CITY OF SOUTH BELOIT



Dated: 7-18-22

**APPENDIX A**

**WAGES**

**(Employees hired Prior to 1/1/2021)**

**Sewer Department**

Name	Hire Date	Per Hour	01/01/2021	01/01/2022	01/01/2023
Sewer Department			3.0%	3.0%	2.0%
Dwight Genin	9/19/2005	29.04	29.91	\$30.81	31.43
Adam Reimer	11/27/2017	19.55	20.13	20.74	21.15
Sean Rushing	02/26/2018	19.83	20.42	21.03	21.45

**Street Department**

Name	Hire Date	Per Hour	01/01/2021	01/01/2022	01/01/2023
Street Department			3.0%	3.0%	2.0%
Ryan Radke	07/12/1999	23.80	24.51	25.25	25.75

**(Employees hired after 1/1/2021 shall receive the  
wage increases as outlined in Article 18 as follows):**

**Sewer Department**

Name	Hire Date	Per Hour	01/01/2023
Alex Kubokawa	01/05/2022	18.50	18.87

**Street Department**

Name	Hire Date	Per Hour	01/01/2023	After 1 Year	01/01/2023
Jimmie Boyd	01/05/2022	17.00	17.34	17.74	
Michael Hoefler	01/04/2022	17.00	17.34	17.74	
Name	Hire Date	Per Hour	5/16/2022	After 1 Year	01/01/2023
James Schwager	11/02/2021	16.50	17.00	17.40	17.74



## **LONGEVITY**

Employees shall be entitled to a \$0.25 increase in their base rate of pay upon completing five (5) years of service with the City. Employees completing 22 years of service shall receive a \$0.50 increase to their base rate of pay. Longevity pay shall not be retroactively applicable.

**APPENDIX B**

**DUES AUTHORIZATION FORM**

**I.C.O.P.S. APPLICATION FOR MEMBERSHIP  
AND DUES DEDUCTION AUTHORIZATION**

458

I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer \_\_\_\_\_ to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

Unless this authorization is revoked by me by notice to my Employer as permitted under law, the authorization shall continue in force and effect until expiration of the collective bargaining agreement and thereafter or under successive collective bargaining agreements.

Print Name \_\_\_\_\_ Job Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Telephone \_\_\_\_\_ Cell \_\_\_\_\_

White-Union copy

Yellow-Payroll copy

Pink-Member copy

**APPENDIX C**

Illinois Council of Police  
24-Hour Toll-Free Phone: 1(800) 832-7501  
Business Hours Office Phone: (630) 832-6772  
Fax: (630) 832-6978  
E-mail: [icops@sbcglobal.net](mailto:icops@sbcglobal.net)

**GRIEVANCE REPORT**

(USE ADDITIONAL SHEETS IF NECESSARY)

Grievance # \_\_\_\_\_

Department: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

---

---

**STEP ONE/TWO/THREE/FOUR**

Date of Incident or Date knew of Facts giving rise to Grievance: \_\_\_\_\_

Violated Article(s) and Section(s) of Contract: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given to: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievants Signature

\_\_\_\_\_  
ICOPs Signature

---

---

**EMPLOYER'S STEP ONE/TWO/THREE/FOUR RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person To Whom Response Given  
Matter Resolved:

\_\_\_\_\_  
Date

**APPENDIX D**  
**SAFETY CLOTHES**

**Public Works Employee Safety Logo Clothing:**

Steel Toe Safety Boots	Annual (1 pair - Dollar Limit set annually by City)
Denim Work Jeans (14 + oz. or greater)	Annual (5 pair)
Class 3 Winter Coats	Biennial / as needed
Carhart Coveralls	Biennial / as needed
Winter Gloves	Annual / as needed
Safety T-Shirts	Annual (7)
Safety Sweat Shirts	Annual (7)
Winter Hats / Face Masks	As Needed
Rain Gear	As Needed
Safety Vests	As Needed
Hard Hats	As Needed