

**CITY OF CHAMPAIGN/METCAD EXPERIENCED TELECOMMUNICATOR HIRING INCENTIVE AND REPAYMENT AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Champaign as lead agency of the Metropolitan Computer-Aided Dispatch Agency (“METCAD”), an intergovernmental agency, collectively referred to for purposes of this agreement as “City”, and \_\_\_\_\_ (“Employee”), together hereinafter referred to as “the Parties”:

WHEREAS, the City wishes to offer a temporary hiring incentive (“Incentive Payment”) to attract highly qualified and experienced Telecommunicators who have worked on a full-time continuous basis for at least two years at a multi-jurisdiction call center during the last five years and who have completed the training program and probationary period in their most recent call center to accept employment with the City and remain employed in good standing with the City;

WHEREAS, Employee acknowledges that they have been offered a position as a Telecommunicator; and

WHEREAS, Employee wishes to accept the Incentive Payment and thereby accepts the terms and conditions outlined in this Agreement:

It is therefore agreed by the Parties that:

**Section 1.** The City agrees to pay Employee an Incentive Payment in the amount of six thousand dollars (\$6,000.00) as consideration for Employee accepting the City’s offer of employment and remaining employed in good standing for a minimum of three (3) full years.

**Section 2.** The Incentive Payment shall be paid in three installments: \$2,000.00 paid in Employee’s second full payroll cycle, \$2,000.00 upon Employee’s successful completion of the METCAD Telecommunicator training program, and \$2,000.00 upon completion of three years of full-time, continuous employment as a METCAD Telecommunicator. Such payments will be subject to any applicable federal and state tax deductions and will be considered a bonus for pension purposes.

**Section 3.** In exchange for the Incentive Payment, Employee agrees to remain employed on a regular full-time basis for at least three (3) full years beginning on Employee’s date of hire. Should Employee separate from employment with the City for any reason prior to the expiration of the three-year period, including for failure to successfully complete the Employee’s probationary period, Employee shall repay a monthly prorated amount of the Incentive Payment subject to the terms of this Agreement.

**Section 4.** To facilitate repayment pursuant to Section 3, the Employee, by signing below, expressly authorizes the City to withhold all amounts due from any sum payable to the Employee by the City. The Employee also agrees that any tax consequences incurred as a result of the repayment of the Incentive Payment or any portion thereof will be the sole and exclusive responsibility of the Employee. If any pay due to the Employee is insufficient to cover the balance due to be repaid to the City, Employee acknowledges that they are responsible for payment of the remaining balance owed to the City within twenty-eight (28) days of Employee’s separation date. Employee acknowledges that any amounts due to the City that remain unpaid

after twenty-eight (28) days from Employee's date of separation may be subject to legal proceedings, including collections. Any amount remaining outstanding after 28 days shall accrue interest at the highest permissible statutory rate. The Employee shall bear all costs, including reasonable attorney's fees, of any collection action.

**Section 5.** If the Employee fails to remain employed by the City for three full years for reasons beyond their control (including, but not limited to, injury, illness, or death), other than termination for just cause or failure to complete the probationary period, the City may, in its sole discretion, waive all or part of Employee's repayment liability. Any such waiver must be approved in writing by the City Manager and approved as to form by the City Attorney.

**Section 6.** In the event Employee is placed on duty injury leave in accordance with Article 15 of the collective bargaining agreement ("CBA") between the City of Champaign and AFSCME or the Illinois Workers' Compensation Act, 820 ILCS 305 et seq.; or is placed on an unpaid leave of absence greater than thirty (30) calendar days; or is suspended for any length of time pursuant to Article 31 of the CBA, the three-year period the Employee agrees to remain employed in order to receive the Incentive Payment shall be extended by the same amount of time the Employee remains on leave or is suspended. In addition, any payments owed or due to be owed to the Employee shall be delayed by the same amount of time as the Employee remains on leave or is suspended.

**Section 7.** If any part of this Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable.

**BY SIGNING BELOW**, Employee certifies that they have accepted an Incentive Payment from the City in exchange for the mutual promises and consideration contained in this Agreement.

**METCAD/CITY OF CHAMPAIGN**

**EMPLOYEE**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED AS TO FORM**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**For Administrative Use Only:**

(To be completed at time of execution of Agreement)

Employee's Name: \_\_\_\_\_

Employee Date of Hire: \_\_\_\_\_

(To be completed as necessary during the term of the Agreement)

List any Extensions Pursuant to Section 6 Above. Attach additional sheets with further information if necessary.

<b>Date of Extension</b>	<b>Reason for Extension and Duration of Extension</b>  (Duty injury/workers' compensation leave; unpaid leave greater than 30 days; or disciplinary suspension)	<b>Revised Date of Conclusion of Three-Year Employment Period:</b>	<b>Will Employee's Second or Third Payments be Delayed Pursuant to Section 6? Provide details below.</b>	<b>Employee Signature</b>

Documentation of extensions as described above shall be maintained on file at METCAD and the Human Resources Department.