

AGREEMENT
BETWEEN
THE VILLAGE OF MAYWOOD
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

Technical Support Bargaining Unit

December 1, 2019 - November 30, 2022

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AGREEMENT

This agreement is entered into by, and between the Village of Maywood, Illinois (hereinafter called the "Village") and the Maywood Chapter of Service Employees International Union, Local 73 (hereinafter called the "Union"), covering employees in the Technical Support Bargaining Unit.

PREAMBLE

WHEREAS, this Agreement is entered into effective December 1, 2019 by and between the Village of Maywood, Illinois, hereinafter referred to as the "Village," and the Maywood Chapter of the Service Employees International Union, Local 73, hereinafter referred to as the "Union," has as its purpose the promotion of a harmonious and mutually beneficial working relationship between the Village and the Union and;

WHEREAS, the Village has voluntarily endorsed the practices and procedures of collective negotiation as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the Village to retain the right to operate the Village government effectively in a responsible and efficient manner and;

WHEREAS, it is the intent and purpose of the parties to set forth herein their full and entire Agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency of operations and settlement of grievances without any interruption of or other interference with the operation of the Village.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows,

Both parties mutually agree that their objectives are for the good and welfare of the Village and Union members alike. Both parties further agree that in the interest of collective negotiations and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Village and Union regard all personnel as public employees who are to be governed by high ideals and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE 1 RECOGNITION and REPRESENTATION

Section 1.1 Recognition of the Union

The Village recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing salaries, wages, hours, and conditions of employment for all employees in the classifications of Code Enforcement Officer, Animal Control Officer,

Building Inspector, Fire Inspector, Receptionist, Mini Bus Driver, Cashier, Clerk, Parking Supervisor, Records Clerk Supervisor, Account Specialist, Collections Specialist, Water Supervisor, Certified Water Operator, Maintenance Worker, Environmentalist, Police Aide, Permit Clerk, Permit Technician and Meter Reader. Excluded are all other employees of the Village, including supervisory, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act and all other persons excluded from coverage under the Act. The Village shall not ask a bargaining unit member to hire, fire, discipline, or respond to the grievance of another bargaining unit member.

Section 1.2. Integrity of the Bargaining Unit

The jurisdiction of the Union shall include all work currently performed by bargaining unit members. No bargaining unit work shall be performed by any person who is not a member of the bargaining unit, except for cases where a temporary employee is filling in for a bargaining unit employee on a leave of absence. The Village may employ part-time personnel in any of the classifications listed in Section 1.1 above. The Village will not employ more than eight (8) part-time employees, (four (4) full-time equivalents) in the bargaining unit. No currently employed bargaining unit member shall have their hours involuntarily reduced to part-time status. Any newly created position that is included in the bargaining unit may be a part-time position, provided that the employee in a newly created position will be counted toward the maximum number of part time employees allowed by this paragraph. Any such part-time personnel will be paid at the hourly rate set forth for their classification in the salary schedule attached hereto as Appendix B and will receive pro-rated holidays, vacation time, and sick leave based on the percentage of a 40 hour week that they are regularly scheduled to work. Part time employees will be given prorated seniority credit based on the number of hours they are regularly scheduled to work. In the event of a layoff, part time employees will be laid off first before any full time employee is laid off. Part time employees will be considered for any full time opening that they are qualified to fill, but all new appointments shall be competitive. Part time employees who are required to wear a uniform will be given a uniform allowance pursuant to Article 14 of this Agreement. Part time employees shall not be eligible for insurance benefits, personal days or extended sick leave. Part-time employees who apply for a full-time bargaining unit position will be considered for the position before non-bargaining unit applicants, provided that they possess the qualifications for the full-time position.

Section 1.3 Union Membership

The Village does not and will not object to Union membership by its employees. For the purpose of this Agreement, an employee shall be considered to be a member of the Union if he/she tenders the dues, as well as a signed membership and dues authorization card to the appropriate union personnel.

Relative to any orientation classes held for new employees, the Village will grant and allow the Union a reasonable opportunity to present the benefits of Union membership, and at which time

the Union may present and give said employees a copy of this Agreement. The Village shall notify the Union of the hiring of all new employees.

Section 1.4 Union Dues Deductions And Fair Share Fee

To the extent allowable by law, any present employee, as defined in Section 1.1 of this Agreement, who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership, on the thirtieth day following their respective date of hire, shall also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

With respect to any employee on whose behalf the Village receives the Union's standard written or digital authorization form, the Village shall deduct from the wages of the employee union dues on a biweekly basis and shall forward the full amount to the Union by the 10th day of the month following the month in which the deductions are made. The amount deducted shall be in accordance with the schedule to be submitted to the Village by the Union. Authorization for such deductions shall be irrevocable unless revoked by written notice to the Village and the Union during the opt-out period as explained in the authorization card.

WEB-BASED ELECTRONIC SIGN-UPS. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded telephone calls, by submitting to the Union an online deduction form authorization, or by another means of indicating agreement allowable under state and federal law. The Parties acknowledge and agree that the term "written authorization" and any similar term used in this Agreement includes authorizations created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law.

With respect to any employee on whose behalf the Village has not received a written authorization as provided above, to the extent allowable by law, the Village shall deduct from the wages from the employee the fair-share fee including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth day of the month following the month in which the deduction is made, subject only to the following:

- A) The Union has certified to the Village that the affected employee has been delinquent in his obligation for at least thirty days;
- B) The Union has certified to the Village that the affected employee has been notified in writing of the obligation and requirement for each provision of this

Article, and that the Village has been advised by the Union of his/her obligations pursuant to this Article and of the manner in which the Union has calculated the fair-share fee.

- C) The Union has certified to the Village that the affected employee has been given a reasonable opportunity to have said objections adjudicated before an impartial arbitrator, selected by the employee and the Union for the purposes of determining and resolving any objections the employee may have to the fair-share fee.

Any amounts reasonably in dispute shall be held in escrow by the Union pending resolution of the challenge. All costs of the arbitrator and arbitration are to be paid by the objecting employee.

The amount to be deducted from the paycheck of the non-member for the cost of representation in the negotiation and the enforcement of this Agreement shall be certified by the Service Employees International Union Local 73. Changes in the amount of the fair-share fee to be deducted shall be certified by the Union 30 days before the effective date of change. A check in the amount of monthly union dues and fair share fees shall be mailed to the Service Employees International Union Local 73. Dues and fair-share deductions shall be mailed to the Union as indicated here no later than the tenth day of the month following the month in which the deduction is made.

The Union shall indemnify and save the Village harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of and by reason of action taken or not taken by the Village for the purposes of complying with the above provisions of this Article.

Section 1.5 Religion Exemption

To the extent allowable by law, employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to an Union shall be required to pay an amount equal to the fair share of Union dues as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and Village as defined and set forth in Section 1606 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Committee on Political Education

Upon receipt of a lawfully executed, written authorization from an employee, the Village shall, during the term of this Agreement or until such authority is revoked by the employee in writing, deduct voluntary employee contributions to the SEIU Committee on Political Education (COPE), managed and operated by the Union. Such deduction shall be remitted by the Village to the Union official designated by the Union in writing to receive such funds. The SEIU Committee on Political Education shall refund to the Village or to the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

The Union agrees to indemnify and hold harmless the Village against any and all claims, suits, orders, or judgments against the Village resulting from any action taken or not taken by the Village pursuant to the provisions of this Article.

Section 1.7 New Member Orientation

The Village will notify the designated Union Steward of newly employed Bargaining Unit Members within fifteen (15) days of hire. The name of the designated Union Steward shall be provided, in writing, to the Human Resources Coordinator.

Section 1.8 Seniority List

The Village shall furnish to the Union a copy of the updated seniority list on or about February 1 of each year. Upon written request from the Union given by July 15th of any year, the Village will provide an updated list on or about August 1st of that year.

ARTICLE 2 DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee because of race, sex, religion, creed, color, national origin, age, sexual orientation, disability, or Union activity. Any employee wishing to make a formal complaint of discrimination shall complete a formal complaint form provided by the Human Resources Office.

ARTICLE 3 MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Village's right to determine its mission and set standards and hours of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control, and determine the operations and services to be conducted by the Village or by employees for the Village or by employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; to reduce the complement of personnel or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and change methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 4.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by the Union or an employee as to himself against the Village involving an alleged violation, misinterpretation or misapplication of a specific provision(s) of this Agreement, or with respect to the inequitable application of the Rules and Regulations, general orders or policies and procedures of the Village of Maywood.

Section 4.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) working days from the time that the Union reasonably became aware of the grievance.

- A) Any employees deeming themselves aggrieved shall first discuss their grievances with their immediate supervisor.
- B) If a satisfactory resolution of the employee's grievance is not achieved by such discussion with the immediate supervisor and union representative or steward, the grievant is then authorized to confer with the Department Head, who shall respond in writing within five (5) working days.
- C) If satisfactory resolution is not achieved by such discussion with the Department Head the Department Head shall send a memorandum to the Village Manager wherein the employee's grievance and action taken to that date are set forth. The Village Manager shall arrange a hearing with the employee or employees, the Department Head and any other person that either the employee or the Manager deem necessary for a reappraisal of the action. Findings of the Village Manager will be set down in writing and copies sent to the employee within ten (10) working days.

Section 4.3 Binding Arbitration

If the grievance is not settled with the Village Manager within 21 calendar days after the submission of the grievance to him or his agent, the Union may refer the grievance to binding arbitration by giving written notice to the Manager within fourteen (14) calendar days after receipt of the Manager's decision. Both parties shall attempt to agree upon an arbitrator, but if they are unable to do so, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators and reside in Illinois, Indiana or Wisconsin. The Union shall strike one name, then the Village shall strike one name; then the Union shall strike another name and the Village shall strike another name; then the Union shall strike another name and the Village shall strike another name, and the person whose name remains shall be the "arbitrator"; provided that either party prior to striking any names shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and Union requesting

that he set a time and place for a hearing subject to the availability of the Village and Union representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his determinations shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The determinations of the arbitrator shall be binding. The costs of the arbitration, including the fee and the expense of the arbitrator, shall be divided equally between the Village and the Union. The Village and the Union may continue to negotiate their differences before the arbitration hearing begins, during the arbitration hearing and up to the time that the arbitrator delivers the decision to the Village and the Union.

- A) At any stage of the grievance procedure, the grievant may be accompanied and represented by the Union.
- B) All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. No loss of pay will occur when a bargaining unit member attends a grievance related meeting during his/her working hours.

ARTICLE 5 NO STRIKE - NO LOCKOUT

The Union, its officers, agents and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of operations. Any or all employees who violate any provision of this article may be discharged or otherwise disciplined by the Village. The Village, its officers and agents agree not to lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 WAGES

Section 6.1 Salary Schedule

The salary schedule in effect for the duration of this Agreement is attached hereto as Appendix B. Salary steps for individuals covered under this agreement shall be computed from the date of hire through December 1, 2019. The wage schedule shall reflect across the board raises to all steps and titles of 2% effective 12/1/19, 2% effective 12/1/20, and 2% effective 12/1/21.

Maintenance employees who have completed one or more of these skill sets- HVAC certification, concrete certification, locksmith certification or small motor repair technician that is needed by the Village may be promoted to the position of Maintenance

Specialist. Qualification for the position and the number of persons promoted to the position shall be in the sole discretion of the Village. Maintenance Specialist to be paid at maintenance supervisor rate step 8 plus \$1.50 per hour.

Section 6.2 Code Enforcement Officer/Building Inspector Wage Increases

Newly hired, uncertified Building Inspectors shall be required to pass the ICC Property Maintenance & Housing Inspection Test in order to successfully pass their probation. Upon completion of probation, they shall move to the second step of the pay range. New hires already possessing such a credential shall be hired at the second step of the pay range.

Existing qualified employees at ratification of this successor agreement commencing December 1, 2019, will be given until May 1, 2022, at Village expense to successfully complete the Commercial B-1 and B-2 test and move to the classification of Building Inspector. Employees currently employed shall make their first attempt at passing the tests no later than June 1, 2021, their second attempt no later than November 15, 2021, and their third attempt no later than May 1, 2022, at which point, if unsuccessful, the least senior employee may be placed on 90 day probation at the discretion of the Village and the second least senior employee may have their pay rate frozen at \$50,000 at the discretion of the Village.

Animal Control Officer is eligible to test for upgrade to Code Enforcement Officer. Two (2) opportunities annually, at Village expense. Successful completion of Property Maintenance testing will result in a 1% one-time bonus.

Upon passing one and two of the three ICC Building Inspector Tests (B-1, B-2), Code Enforcement Officers shall move to the fourth step of the range.

Failure to maintain a current and active certification for any period beyond 45 days after expiration will result in disciplinary action up to and including termination. The Village will be responsible for the cost of tuition and mileage for approved continued education classes taken by employees pursuant to certification renewal. The Village will make available, in a central location, information regarding training and continuing education opportunities.

Section 6.3 Working out of Classification

When an employee is asked to work out of classification (either in or out of the bargaining unit) for four (4) hours or more, if the classification is a higher pay rate, the employee shall receive a pay adjustment at the higher rate of pay for which he/she worked. The agreement to work out of classification must be agreed upon in writing between the employee and the department head. The Village will adjust the hourly salary of any Maintenance Worker that is assigned to work outside of his or her classification in a local 705 classification for more than 4 hours in a day in the Public Works Department Maintenance Workers will be paid for those hours worked outside of their classification in a 705 classification at the Maintenance Supervisor salary.

Section 6.4 Training Program

The Union will supply a proposed training program within six (6) months of ratification. Discussion will be facilitated by FMCS. This is a pilot program in the Code Department only.

ARTICLE 7 HOURS OF WORK

Section 7.1 Work Week and Day

As stated in the Fair Labor Standards Act, unless otherwise specified, the work period for all employees is defined as the seven calendar days beginning at 12:00 a.m., Sunday and ending at 12:00 a.m. the following Sunday. However, the Village is free to establish any starting date and time for the work period. The normal workweek shall be forty (40) hours, Monday through Friday. It being understood that service to the community is a priority, the normal workweek for certain employees may include scheduled time on Saturdays.

Section 7.2 Work Hours

A non-exempt covered employee who works in excess of 40 hours per week (8 1/4 hours per day) is entitled to overtime compensation at a rate of one and one-half times the employee's regular rate of pay as stated in the Fair Labor Standards Act. An employee who is required to work on Sunday shall be paid at a rate of one and one-half times the employee's regular rate of pay. All overtime shall be paid on the next pay period after it is earned.

Section 7.3 Emergency Call-in Time

Emergency Call-in Time shall be defined as that time in which an off duty Village employee is called to duty by his/her Department Head. In the case of an Emergency Call-in, all called in employees shall receive a minimum of two (2) hours additional overtime pay at the rate of time and one-half of their regular rate of pay. Said overtime pay shall be credited to the employee regardless of the hours he/she may have worked during the work week.

Section 7.4 Changes to Employees' Work Schedules

The normal hours, shifts, workdays and work period to which employees are assigned shall be stated on the work schedule posted or available to employees at their assigned work site or reporting location.

From time to time temporary changes in schedules will be necessary to provide adequate service and support. In those instances, the Village shall discuss with the Union the need for temporary schedule changes to satisfy the needs of the Village. Temporary changes in schedule shall only be made based on operational needs. Should it be necessary in the interest of efficient operations to establish schedules departing temporarily from the normal hours, shifts, workday, or work period, the Village will give at least twenty-four (24) hours' notice, except in emergencies, of such change to the individuals affected by such change.

The Village will give at least seven (7) days' notice, except in emergencies, of any changes of a permanent nature to an individual's work schedule, and shall offer to meet and discuss such changes in advance with the Union and the individual(s) affected by such change. Such schedule changes shall be based on operational needs. In the event there is a disagreement between the parties over a proposed schedule change of a permanent nature, the Union may file a grievance at the Village Manager's Step. The Union shall bear the burden of establishing that the proposed schedule change of a permanent nature is not based on operational needs. The Village reserves the right to implement a permanent schedule changes pending the resolution of any such grievance, and no financial remedy shall be rewarded by the arbitrator if the grievance is sustained.

Section 7.5 Compensatory Time

An employee may elect to have earned overtime credited to a compensatory time account rather than be paid overtime. No employee shall be allowed to accumulate more than 40 hours. Compensatory time shall be credited and scheduled in accord with the requirements of the FLSA. Requests for the use of compensatory time shall be made at least 5 days in advance unless agreed to between the employee and their supervisor. The Village may at any time elect to pay employees for any accrued and unused compensatory time.

Section 7.6 Overtime Distribution

A seniority roster showing seniority by classification will be posted for the purpose of calling back staff for call back overtime. When the number and type of staffing needed for a callback has been determined by the Supervisor, or his designee, the most senior per classification within the department will be contacted first. If after attempting to contact all employees by seniority in a classification, an insufficient number is available, the Supervisor, or his designee will attempt contact the least senior employee and require overtime of the least senior employee. This procedure will continue up through the seniority roster. The next time the Supervisor, or his designee needs to require overtime, the employee above, on the seniority list, from the last employee required to work overtime will be the one contacted first. If the top of the seniority list

has been reached, the process will start over the bottom of the seniority list. It should be understood that situations do arise that require the callback of the entire staff. Employees who refuse required overtime are subject to discipline. The Village may require hours as needed. Nothing in this section applies to hold over time.

ARTICLE 8 LEAVES

Section 8.1 Sick Leave

As of the effective date of this Agreement, all employees within this group shall receive a one-for-one buy-out of unused sick leave days at the end of the contract year. Employees herein shall be eligible to receive a total of six (6) non-accumulative verifiable sick days per year.

Section 8.2 Extended Sick Leave

Union members shall be permitted non-duty related extended sick leave if after the exhaustion of their accumulated sick days, if any, and after a waiting period of twenty four hours, they provide to their Department Head written verification from a physician that they will not be fit to return to work for an extended period of time due to illness, hospitalization, injury or convalescent and/or recuperative time.

Members of the Union will receive up to forty-five (45) working days at full pay for extended sick leave, and will receive 50% of their full pay for an additional sixty (60) days. Members of the Union must receive approval by the Department Head or the Village Manager to use extended sick leave. This benefit may be used once in a fifteen (15) month period beginning on the first day of the prior extended sick leave.

Section 8.3 Personal Days

Union members shall have four personal days off per year provided that 48 hours notice is given, except that in cases of emergency, only one-hour notice need be given. Personal days do not accumulate from year to year. At the time a Union member gives notice of a personal day, he or she is required to provide to his or her supervisor the reason or cause for the personal day.

Section 8.4 Vacation

Employees with more than one (1) year of Village service but less than seven (7) years shall receive two (2) weeks (80) hours paid vacation, which shall accrue immediately upon anniversary date of employment.

Employees with seven (7) or more years of Village service but less than ten (10) years of Village service shall receive three (3) weeks (120 hours) of paid vacation which shall accrue immediately upon the anniversary date of employment.

Employees with more than ten (10) years of Village service shall receive four (4) weeks (160 hours) of paid vacation which shall accrue immediately upon the anniversary date of employment.

All vacation days shall be picked by seniority annually. Bargaining unit members shall use their vacation allotment in increments of no less than one hour.

The value of vacation days upon termination however, shall be calculated in a prorated fashion according to fractions of years of service so that no vacation time shall be considered forfeited or lost due to termination prior to the next anniversary date.

Section 8.5 Funeral Leave

The Village shall provide employees, without loss of pay, funeral leave for the death of the following family members: mother, father, sister, brother, children, grandmother, grandfather, grandchildren, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, or legal guardian. Up to three (3) days may be used. In the case of a funeral 250 miles or more from Maywood, IL, for the aforementioned relatives, four (4) days may be used. The Village shall not count regular off days as funeral leave days. If funeral leave occurs while an employee is on vacation, the employee may request an extension of vacation days.

Section 8.6 FMLA Leave

The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993, as amended ("FMLA") that are in accord with what is legally permissible under the FMLA.

Section 8.7 Transfer of Benefit Time

An employee with available unused sick leave or vacation days may transfer one or more of those unused days to another employee who is in need of additional leave days due to personal illness or injury or other serious emergency that prevents the receiving employee from work. No employee may receive more than a total of 10 days per year, the year to be measured from the date that the receiving employee first receives a transfer day.

ARTICLE 9 HOLIDAYS

Full-time salaried employees shall receive the following holidays with pay:

New Years' Day
Martin Luther King's Birthday
President's Day

Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday

- A) If a holiday falls on a Saturday, the holiday shall be observed on the previous Friday; if a holiday falls on a Sunday the holiday shall be observed on the following Monday.
- B) If an employee is on vacation when a holiday occurs, the extra day shall be added to the regularly scheduled vacation.
- C) If an employee works on a holiday, they will be paid at a rate of double time their regular rate of pay.
- D) In the event an employee is absent from work the day before or the day after a holiday, without prior approval of the Department Head, he or she shall not receive holiday pay until proof of sickness is established to the satisfaction of the Village Manager.
- E) The employee may schedule their birthday holiday once each contract year (December 1 – November 30), provided that forty-eight hours advance notice is given to their immediate supervisor.

ARTICLE 10 INSURANCE

Section 10.1 Life Insurance

A term life insurance policy in the amount of \$50,000 shall be issued by the Village to each employee. The Village agrees to pay the full cost of the insurance policy.

Section 10.2 Medical Insurance

The Employer agrees that in addition to the regular wages paid to employees covered by this Agreement, the employer will pay 85% of a comprehensive medical and dental insurance plan for each employee and his dependents. Payments shall be determined by the type of coverage elected by the employee under this plan. The Village shall have the right to alter or change the current health insurance plan and coverages, provided that such changes apply to all employee groups currently participating in the plan, do not result in any increased costs to the employees and provide substantially similar benefits.

Section 10.3 Retiree Medical Insurance

Any full-time Employee shall be eligible to receive the following medical insurance benefits, upon meeting both of the following criteria:

- a. Retire after serving the Village of Maywood for at least 20 years; and
- b. Attain the age of 55, whether before or after retirement from the Village of Maywood.

The Village agrees to pay 50% of the current cost of the premium for single coverage for the retired Employee, regardless of whether the retired Employee is single or married or with or without dependent children. In the event of the death of a pensioned employee as set forth above prior to their 65th birthday, the Village agrees to pay 50% of the current cost of the premium for single coverage for the widowed spouse of the pensioner until the pensioner would have reached their 65th birthday.

ARTICLE 11 SENIORITY, LAYOFF AND RECALL

Section 11.1 Seniority

Seniority shall be defined as the employee's service with the Village as of the most recent date of hire with the Village. Employees who are recalled after a layoff shall have their seniority reinstated to their most recent date of hire prior to the layoff. Seniority shall prevail only for purposes of vacation, layoffs, and selection of overtime. Newly hired employees shall serve a probationary period of six (6) months from date of hire. When management determines that skills, abilities, and qualifications are equal as among all internal or external candidates for a vacant promotional position, seniority shall govern in the selection of a candidate to fill the position.

Section 11.2 Layoffs

Layoffs shall be conducted by inverse seniority within job classification to be reduced; that is, the employee in a job classification to be reduced who has the least unit-wide seniority shall be the first to be laid off.

Any laid off employee who has completed their probationary period may bump a probationary employee in another job classification to avoid a layoff, provided that he possesses the skill, qualifications, experience and physical ability to do the work of the probationary employee in a fully satisfactory manner with no more training than ordinarily would be required for a newly hired probationary employee. If there is no probationary employee that the laid off employee can bump, he can bump the least senior employee in the bargaining unit in another job classification which he is qualified to perform to avoid a layoff, provided that he has more seniority than the employee he is bumping, and provided that he possesses the skill, qualifications, experience and physical ability to do the work of the less senior employee in a fully satisfactory manner with no more training than ordinarily would be required for a newly hired probationary employee. The employee so bumped shall be laid off. There shall be no multiple bumping.

An employee who bumps a probationary or less senior employee will be paid at the rate applicable to the job to which he bumps, even if less than his prior rate of pay; provided, however, that employee's leave time (for example, vacation, sick leave) shall be paid out at the rate of pay at which it was accrued.

Recall shall be conducted by seniority; the last laid-off shall be the first to be recalled. Employees who have bumped into lower paying jobs in order to avoid a layoff shall have recall rights back to their former jobs if they open up (or any other bargaining unit job to be filled which the employee is qualified to do), prior to any laid off employee or new hire being placed in such job, and prior to any other Village employee (whether from the bargaining unit or not) being placed into such job.

Union members shall be eligible for recall for a period of two years after they are laid off. The Village shall maintain a recall list and shall send notice of available positions to each individual named in the list, at his or her last known address. It shall be the responsibility of each laid off employee to maintain with the Village their current address for recall purposes.

Section 11.3 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated (subject to confirmation by an arbitrator in disputed cases) if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the employee's Department Head;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall, except for good cause shown due to circumstances beyond the control of the employee;
- (g) is absent for two (2) consecutive working days without notification to or authorization from the Village, except for good cause shown due to circumstances beyond the control of the employee; or

- (h) is laid off or otherwise does not perform bargaining unit work for the Village for any reason for a period in excess of twenty-four (24) months.

ARTICLE 12
MILEAGE

Employees shall be paid the maximum allowable IRS rate when using their own vehicle for official business.

ARTICLE 13
TIME AND ATTENDANCE

No grace period will be given in regard to tardiness. A quarter of an hour shall be docked for tardiness in excess of eight (8) minutes after reporting time. Three or more violations within an evaluation period will be grounds for disciplinary action.

ARTICLE 14
UNIFORM ALLOWANCE

The Village agrees to pay each member of the Union required to wear uniforms seven hundred (\$700) per year for clothing allowance. Three hundred and fifty (\$350) will be distributed in May, and three hundred and fifty (\$350) will be distributed in October. Uniform allowance is to be used for the purchase and replacement of Village-approved uniforms. Beginning with the 2017-18 contract year the clothing allowance shall be increased to seven hundred fifty (\$750) per year, \$375 distributed in May and \$375 distributed in October.

ARTICLE 15
JOB RELATED TRAINING

The Village shall pay the costs for all employee training required by the Village, including any training required to obtain or renew licenses or certifications required for the employee's current position. In case an employee's required license has expired or lapsed due to negligence on the employee's part (i.e., no attempt to obtain approval to attend required training, or take the required test) such employee may be required to pay the cost of renewing the license. Employees shall be paid at the appropriate rate for all hours spent in Village authorized training.

ARTICLE 16
TUITION REIMBURSEMENT

The Village agrees to reimburse employees for tuition cost as follows:

1. Courses must be related to the employee's job or career path within the Village. Bargaining unit employees enrolled in a degree program prior to December 1, 2007 shall continue to be eligible for tuition reimbursement under this Article, regardless of the employee's chosen

- major. With this exception the degree sought must be related to the employee's job or career path within the Village in order to be eligible for reimbursement.
2. Proof of acceptance for a degree must be submitted to the Village.
 3. Course must grant college level credit.
 4. The employee must file for reimbursement no later than thirty (30) days after the beginning of the course.
 5. Reimbursement will be granted based on the following schedule: Grade "A" or "B" 100% reimbursement; "C" 50%.
 6. Reimbursement will not be granted if the member is covered by veteran's benefits or other tuition abatement program.
 7. Employees may enroll in a maximum of two (2) courses per term.
 8. The Village agrees that employees will be reimbursed within four weeks after filing a request for reimbursement for which they are eligible.

Approval by the Department Head shall not be unreasonably or arbitrarily denied.

ARTICLE 17 RESIDENCY

Employees shall reside within the Village of Maywood or within a fifteen mile radius from the boundaries of the Village of Maywood.

ARTICLE 18 PERSONNEL FILE

The Village shall maintain only one official personnel file in the Human Resources office. Employees may review their own personnel files and shall be provided copies of documents at no cost. Employees may also provide rebuttal to any documents contained with the file. The Village shall provide employee with a copy of any disciplinary action and job evaluation before it is placed in the employee's personnel file.

Record of disciplinary action shall be removed from the employee's personnel file after one year if there has been no reoccurrence of the infractions which led to the disciplinary action.

ARTICLE 19 WORKING CONDITIONS

Section 19.1 Union Meetings

The Village shall allow the Union to hold Union meetings on the premises of Village buildings; provided, however, that the Union gives to the Department Head at least 24-hour notice prior to each, meeting; and provided that any such meeting shall not unreasonably interfere with the normal work schedule for that Department.

Union members shall be allowed to enter other Village buildings for a causal grievance during duty day.

Section 19.2 Bulletin Boards

The Village shall allow the Union the right to place a bulletin board and a file cabinet within two Village buildings, Code Enforcement and Village Hall. The Union bulletin boards shall be maintained and used exclusively by the Union, and all materials placed thereon shall be initialed by one of the Union's officials.

Section 19.3 Drug Testing

In the interest of maintaining a drug free workplace, the Union and the Village agree to adhere to a uniform drug testing policy attached as Appendix A.

Section 19.4 Union Negotiation Team

Up to four (4) members designated as being on the Bargaining Unit's negotiations team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay, granted that the employee is scheduled to work, provided that it will not result in an inability of the Village to cover necessary work and prior notice is given the employee's supervisor at least two days in advance. Compensation will be limited up to four (4) hours per employee. Negotiations will not result in overtime, and employees who are not scheduled to work will not be compensated.

Section 19.5 Job Postings

All vacancies shall be posted for not less than seven (7) calendar days.

ARTICLE 20 DISCIPLINE AND DISMISSAL

Section 20.1 Employee Protection

Non-probationary employees covered by this Agreement shall not be relieved from duty, suspended, discharged or disciplined in any manner without the Village or the Department Head having first established just cause.

Section 20.2 General Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be (1) verbal warning, (2) written warning, with a copy to the employee's personnel file, (3) suspension, (4) dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Maywood Village ordinance, or County or State or Federal law, or for a violation of the employee's department policy or rules or regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all employees covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Section 20.3 Suspension with Pay

Any Maywood employee covered by this Agreement who is suspended pending an investigation by the Village or the employee's Department shall be suspended with full pay and benefits pending the outcome of the investigation.

Section 20.4 Performance Evaluation

Non-probationary employees may be evaluated once each year.

No employee covered by this Agreement shall be required to submit to a Village or Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. The evaluator shall be the Department Head, who shall obtain input from any individual other than the Department Head who has immediately supervised the employee. The employee being evaluated may submit the name(s) of any supervisor that the employee believes should be consulted about the evaluation. Further, any covered employee undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box.

Section 20.5 Discipline Related to Performance Evaluations

The evaluation will include the following recommendations:

Meets Standards

Below Standards

The supervisor shall be responsible for bringing performance problems to the attention of the employee as soon as practical during the evaluation period. In cases where the supervisor indicates an employee needs improvement on her evaluation, specific examples of problems in that area must be presented.

For employees who receive a "Below Standards" evaluation, the Village agrees to provide training and/or other remedial opportunities designed to improve the employee's performance as indicated on the evaluation.

Section 20.6 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary employee shall occur only for reasonable and just cause. Any arbitrator shall have the authority to order restoration of employment, including full seniority rights, back pay and accrued benefits of a dismissed employee pursuant to this section. The Village may seek a setoff to any such award for unemployment compensation received by the employee, wages earned by the employee, or any other basis as allowed by the arbitrator.

Section 20.7 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Department Head, to have full opportunity to review the allegations or reason for suspension or dismissal and to have ample opportunity to rebut such allegation or reasons.

Section 20.8 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Department Head or his designee, or by the Village Manager or his designee. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE 21 TERMINATION & LEGALITY CLAUSES

Section 21.1 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 and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 21.2 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

With regard to items not specifically referred to in this Agreement which constitute mandatory subjects of bargaining, the Union retains the right to bargain over any changes which the Village wishes to make during the term of this Agreement, provided that the Union makes a written request to bargain within fourteen (14) calendar days of being advised of any planned changes or becoming aware of such changes if the Village inadvertently fails to give notice of such changes. The Union also specifically reserves its right to engage in impact or effects bargaining during the term of this Agreement (for example, bargaining over the effects of material changes in job duties and responsibilities), provided that the Union makes a written request to bargain within fourteen (14) calendar days of being advised of any changes giving rise to effects bargaining obligations or becoming aware of such changes if the Village inadvertently fails to give notice of such changes. The parties agree the Village shall have the right temporarily to implement the change during the pendency of any such decisional or effects negotiations.

Section 21.3 Terms

This Agreement shall be in effect retroactive to December 1, 2019 for wage improvements only (as specified in Section 6.1). For all other purposes, this Agreement shall become effective when ratified by both parties and shall remain in effect until 11:59 p.m. on November 30, 2022, and from year to year thereafter unless either party gives written notice to the other party of its desire to terminate this Agreement in accordance with the time requirements provided under State statute.

Section 21.4 Procedure on Notice of Termination

This agreement will automatically be renewed for one (1) year after the initial term, unless either party gives to the other party written notice of intention to modify or terminate the Agreement one hundred and eighty (180) days prior to expiration of the Agreement.

Section 21.5 Other Conditions

All other working conditions, personnel rules and regulations and any other related subjects not specified by this Agreement shall be governed by the Village of Maywood Code of Personnel Manual, adopted by ordinance on June 24, 1986, as thereafter amended and any other written Village General Orders and Rules and Regulations as amended thereafter.

Executed this 18TH day of SEPTEMBER, 2020, after receiving approval by the Village Board of Trustees and after ratification by the Union membership.

VILLAGE OF MAYWOOD

BY: Edwenna Pauline

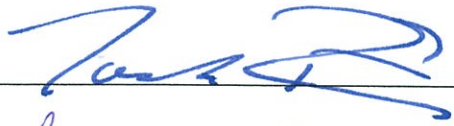
ATTEST



Village Clerk

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73

BY:



Theresa Zachary

Chris White

Karen D. Jones

APPENDIX A
DRUG AND ALCOHOL TESTING
POLICY AND PROCEDURES

Section A.1 General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of legal drugs and alcohol by Village employees present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve them obey the law and be fit and free from the effects of drug and alcohol abuse. The use of illegal drugs and/or alcohol while on duty or in a manner that impacts an employee's performance is strictly prohibited. Employees will report any use of legal drugs that may impact their performance to their supervisor.

In the interests of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol.

Section A.2 Definitions

A. "Drugs" shall mean any controlled substance listed in the Illinois Compiled Statutes, 720 ILCS 570/100 *et seq.*, the Illinois Controlled Substances Act, for which the person tested does not submit a valid predated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

Some drugs covered by this policy include:

Opium	Methaqualone	Psilocybin-ilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methyphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutehimide		

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and dispensed or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of a drug or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

Section A.3 Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the workday on any of the Village's premises or job sites, including all of the Village's buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
2. Using, selling, purchasing or delivering any illegal drug during the workday or when off duty.
3. Being under the influence of alcohol or prohibited drugs during the course of the workday.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Section A.4 The Administration of Tests

A. Informing Employees Regarding Drug Testing

This policy is attached as an appendix to the collective bargaining agreement and therefore all employees subject to the agreement are charged with knowledge of its terms.

B. Pre-Employment Screening

Nothing in this policy shall limit or prohibit the Village from requiring applicants for bargaining unit positions to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment.

C. When A Test May Be Compelled

a. Reasonable Suspicion Testing

Where there is a reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol while on duty, that employee may be required to report for drug/alcohol testing. When a supervisor or management employee has reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol, that supervisor or manager shall confirm that suspicion prior to any order to submit to drug/alcohol testing. In the absence of another supervisor or manager, confirmation of reasonable suspicion shall be made by the on-duty supervisor in the Police Department. During the process of establishing reasonable cause for testing, the employee

may request an on-site representative to be present. However, no test or process shall be delayed because of the unavailability of a selected representative. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for disciplinary action up to and including discharge.

It is understood that in addition to situations in which there is reasonable suspicion to believe that an employee is impaired due to being under the influence of drugs or alcohol, a drug or alcohol test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug-related activity on or off duty;
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse;
3. When an employee is involved in an on-duty motor vehicle accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
4. Where an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The above examples do not provide an exclusive list of circumstances which may give rise to testing. Other circumstances may give rise to testing provided they conform to the reasonable suspicion standard.

b. Random Testing

The parties agree that all members of the bargaining unit will be subject to random drug and alcohol testing. The method of selection for testing shall be neutral so that all employees in the bargaining unit will have an equal chance to be randomly selected, and will be implemented by a third party health care provider selected by the Village.

D. Reasonable Suspicion Standard

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is impaired by alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment by alcohol or controlled substances; or
2. Information provided by an identifiable third party which is independently corroborated.

E. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with the reasons for the order. A written notice setting forth all of the objective facts and reasonable inferences drawn from the facts which formed the basis of the order to test will be provided in a reasonable time period following the order. The employee shall be permitted to consult with a representative of the Union at the time the order is given, provided that such a representative is available. However, no test or process shall be delayed by more than thirty (30) minutes because of the unavailability of a selected representative. A refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section A.5 Conduct of Tests

In conducting the testing authorized by this Agreement, the Village shall:

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has and/or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
- B. Insure that the laboratory or facility selected conforms to all NIDA standards, including blind testing.
- C. Use of tamper-proof containers, has a chain of custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months. The laboratory or facility must be willing to demonstrate their sample handling procedures to the Union at any time. The laboratory or facility shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The laboratory or facility shall make such results available to the Union upon request. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GSIMS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures; the specimen must be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.
- D. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- E. Collect samples in such manner as to ensure a high degree of security for the sample and its freedom from adulteration.
- F. Confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography plus mass spectrometry or an equivalent

or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- G. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Village Manager in writing within seventy-two (72) hours of receiving the results of the tests of the employee's desire to utilize another laboratory or hospital facility.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more (or such lesser concentration as may hereafter be established by Illinois state statute for the application of prohibitions against driving while intoxicated) based upon the grams of alcohol per 100 millimeters of blood be considered positive;
- I. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;

Insure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay or relief from duty with pay during the pendency of any testing procedure. Any such reassignment from duty shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files.
- K. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial and confirmatory test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein, the Village shall not use such information in any manner or forum adverse to the employee's interest.
- L. Engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to provide information of food and medicine or other substances eaten or taken by or administered to the employee in the event of a positive test result to determine if there is any innocent explanation for the positive reading.

Section A.6 Cutoff Levels

The following minimum initial cutoff level shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test <u>Level</u>	
Marijuana metabolites	50 ng/ml
Cocaine metabolites	300ng/ml
Opiate metabolites	300ng/ml
Phencyclidine	25ng/ml
Amphetamines	1000ng/ml

All specimens identified as a positive on the initial screening test shall be confirmed using GC/MS techniques at the minimum cutoff levels listed below.

Confirmatory <u>Test Level</u>	
Marijuana metabolites	15 ng/ml
Cocaine metabolites	150 ng/ml
Opiates:	
Morphine	300ng/ml
Codeine	300ng/ml
Phencyclidine	25ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
1 Delta ~9~tetrahydrocannabinol-9-carboxylic acid	
2 Benzoylcegonine	

The above minimum cut off levels have been established based on Department of Health and Human Services recommendations. It is understood that changes in technology and/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cutoff levels. Should such changes or need arise; the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the Village may for good cause (e.g., NIDA or Health and Human Services recommendations) implement new or changed cutoff levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through grievance procedures.

Section A.7 Rights to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this agreement.

Section A.8 Voluntary Request for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the order to submit to testing or unless the employee is found using illegal drugs or under the influence of drugs or alcohol. If the employee is then unfit for duty in his current assignment, the Village may authorize sick leave or other assignment if it is available and for which the employee is qualified and/or is able to perform. The Village shall make available through its Employee Assistant Program (EAP) a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment and evaluation, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Such leaves cannot exceed one (1) calendar year.

Employees who voluntarily seek treatment before they are ordered to submit to testing must follow the following rules:

1. You must admit yourself to a medically supervised drug or alcohol treatment program immediately.
2. Upon release from such program with clearance to work (a written medical release is required), the employee is made aware that he/she is open to random and probable cause drug testing by the department.
3. If the employee takes an absence from work (i.e., calling in sick, no call, and no-show), the employee shall be responsible to report to a lab as designated in this policy for a drug screening within twenty-four (24) hours from the time the employee should have been at work. This requirement is automatic and does not require notification by the department that the employee must get a drug test.

Section A.9 Discipline

- A. Falsification of any document or information, refusal to take a test, or failure to cooperate with the testing procedure shall be considered grounds for discipline, up to and including discharge.
- B. Testing positive for drugs or alcohol shall be considered grounds for discipline, up to and including discharge.
- C. Using, possessing, selling or buying drugs or alcohol while on duty shall be considered grounds for discipline, up to and including discharge.

APPENDIX B
VILLAGE OF MAYWOOD - SEIU TECHNICAL SUPPORT BARGAINING UNIT SALARY SCHEDULE

Position	Effective Date	Step 1	Step 2	(3rd Anniv.)	Step 3	(6th Anniv.)	Step 4	(8th Anniv.)	Step 5	(10th Anniv.)	Step 6	(15th Anniv.)	Step 7	(20th Anniv.)	Step 8	(25th Anniv.)
Meter Reader	12/1/2018	Base @ step 1	30,406													
		Hourly	31,898													
	1.02	12/1/2019	14.92				35,182		35,527		35,894		36,239		36,629	
	1.02	12/1/2020	14.91				16.91		17.08		17.28		17.42		17.61	
	1.02	12/1/2020	15.21				17.25		17.42		17.60		17.77		17.96	
							17.60		17.77		17.95		18.13		18.32	
	1.02	12/1/2021	15.51				17.95		18.13		18.31		18.49		18.69	
Receptionist	12/1/2018	Base @ step 1	33,391													
		Hourly	35,044													
	12/1/2019	16.05	16.85				38,650		39,040		39,431		39,821		40,212	
	12/1/2020	16.37	17.19				18.58		18.77		18.96		19.14		19.33	
	12/1/2020	16.70	17.53				18.05		19.14		19.34		19.53		19.72	
							19.33		19.53		19.72		19.92		20.11	
	12/1/2021	17.04	17.88				19.72		19.92		20.12		20.32		20.52	
Cashier	12/1/2018	Base @ step 1	34,195													
		Hourly	35,894													
	12/1/2019	16.44	17.26				39,598		40,005		40,395		40,786		41,199	
	12/1/2020	16.77	17.60				19.02		19.23		19.42		19.61		19.81	
	12/1/2020	17.10	17.95				19.40		19.62		19.81		20.00		20.20	
							19.79		20.01		20.21		20.40		20.61	
	12/1/2021	17.45	18.31				20.19		20.41		20.61		20.81		21.02	
Mini Bus Driver	12/1/2018	Base @ step 1	35,664													
		Hourly	37,433													
	12/1/2019	17.15	18.00				41,268		41,704		42,118		42,531		42,944	
	12/1/2020	17.49	18.36				18.84		20.05		20.25		20.45		20.65	
	12/1/2020	17.84	18.72				20.24		20.45		20.65		20.86		21.06	
							20.64		20.86		21.07		21.27		21.48	
	12/1/2021	18.20	19.10				21.05		21.28		21.49		21.70		21.91	
Permit Clerk	12/1/2018	Base @ step 1	33,391													
		Hourly	35,044													
	12/1/2019	16.05	16.85				38,650		39,040		39,431		39,821		40,212	
	12/1/2020	16.37	17.19				18.58		18.77		18.96		19.14		19.33	
	12/1/2020	16.70	17.53				18.95		19.15		19.34		19.52		19.72	
							19.33		19.53		19.73		19.91		20.11	
	12/1/2021	17.03	17.88				19.72		19.92		20.12		20.31		20.51	
Permit Technician	12/1/2018	Base @ step 1	33,391													
		Hourly	35,044													
	12/1/2019	16.05	16.85				38,650		39,040		39,431		39,821		40,212	
	12/1/2020	16.37	17.19				18.58		18.77		18.96		19.14		19.33	

APPENDIX B

Clerk	
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APPENDIX B

Position	Effective Date	Step 1		Step 2	(3rd Anniv.)	Step 3	(6th Anniv.)	Step 4	(8th Anniv.)	Step 5	(10th Anniv.)	Step 6	(15th Anniv.)	Step 7	(20th Anniv.)	Step 8	(25th Anniv.)
Water Supervisor	12/1/2018	Base @ step 1	48,571														
		Hourly	23.35	50,982		53,554		56,218		58,792		57,366		57,940		58,515	
				24.51		26.75		27.03		27.30		27.58		27.85		28.13	
		12/1/2019	23.82	25.00		26.26		27.57		27.85		28.13		28.41		28.69	
		12/1/2020	24.29	25.50		26.79		28.12		28.41		28.69		28.98		29.27	
		12/1/2021	24.78	26.01		27.32		28.68		28.98		29.27		29.56		29.85	

Martha Gallegos

From: Chris White
Sent: Monday, September 21, 2020 2:16 PM
To: Martha Gallegos
Subject: Note on Maywood Clerical Technical CBA

Dear Martha,

As we just discussed, please include this note with the Maywood contract.

While they were not available the day of signing, the following two members served on the committee and recommended the TA:

Teneisha "Tena" Maney-Smith

Jaison Ratley

Also, John Weaver was our alternate and was especially involved as we bargained over code enforcement certifications.

Chris White, Field Organizer
SEIU Local 73
300 S Ashland Ave Ste 400
Chicago IL 60607-2746
312-787-5868 ext. 7530
Cell: 815-274-9635
cwhite@seiu73.org