



Worth *Illinois*
The Friendly Village



Agreement between
The Village of Worth
and
Service Employees
International Union Local 73
For the
Department of Public Works

March 1, 2022 - February 28, 2027

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ARTICLE 1 - PREAMBLE

This Agreement has been made and entered into this 7th day of February, 2023, by and between the Village of Worth, Illinois, an Illinois municipal corporation, hereinafter called the "Village," and the Service Employees International Union ("S.E.I.U."), Local 73, for and on behalf of itself and all employees covered by this Agreement, whether now employed or hereinafter employed, hereinafter collectively called the "Union."

ARTICLE 2 - RECOGNITION

Section 1. Exclusive Bargaining Agent. The Village of Worth recognizes the Service Employees International Union, Local 73, Public Works Division as the sole and exclusive bargaining agent for the bargaining unit consisting of all full-time and part-time employees, blue-collar maintenance employees and mechanics of the Public Works Department of the Village of Worth. All foremen, superintendents, clerical workers, summer help and other employees of the Village of Worth, as well as all managerial, supervisory and confidential employees, as defined in the Illinois Public Labor Relations Act ("the Act"), are not included in the bargaining unit.

Section 2. Probationary Employees. Probationary employees, those employees with less than twelve (12) months of service, shall be covered under the terms and conditions of employment as set forth in this Agreement.

Section 3. Employee Information. The Village agrees to make available to the Union a list of all new employees hired within the bargaining unit, and the Village also agrees to furnish the Union with a new hire's name, job title, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Village, date of hire, work email address, and any personal email address on file with the employer within ten (10) calendar days of hire. The Village will provide this information in an electronic format to the Union and update it when new employees are hired.

Section 4. Intent of Agreement. The Village and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and is to provide conditions of employment conducive to the efficient operation of all services provided by the Village.

Section 5. Distribution of Agreement. The Village agrees to provide a copy of this Agreement to all employees covered by this Agreement within thirty (30) days of its adoption and approval by the Village Board and President, and, thereafter to each newly hired member of the bargaining unit.

Section 6. Union Rights. The Village agrees to recognize the following Union Rights:

1. Representatives – Stewards and Representatives from the Union staff will be permitted access to all worksites and employees at all times with prior approval of the Superintendent of Public Works to enforce the agreement and handle all matters related to this agreement and membership. Stewards will be granted time to handle, present and investigate grievances without loss of pay to the employee. Requests by stewards to conduct Union business on the clock will not be unreasonably denied.

2. Orientations – With prior notice to the Village and at a time approved by the Director, the Union will be granted up to one (1) hour of orientation with new employees within ten (10) calendar days of their hiring at a mutually agreed upon location and time to present to those employees the benefits of union membership. The employees will suffer no loss of pay for attending. No management will be present during this presentation. Union stewards will be allowed to conduct these orientations.

3. Union Meetings – Union representatives and members will be permitted to hold meetings onsite to discuss all matters related to membership provided the meeting does not interfere with employee duties and responsibilities and do not occur on compensated time, unless they occur during a paid lunch time or paid break.

ARTICLE 3 - UNION SECURITY

Section 1. Membership.

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues or fees, the Employer shall deduct such dues and fees from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization and contained in this section. Specifically, any employee who wishes to revoke dues checkoff must do so by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner. In addition to written authorization, the Employer will also recognize all electronic forms of authorization as collected by the Union and as applicable per state and federal law. The Union will provide the Employer with changes to membership status as needed.

Section 2. Notice of Claims. The Village agrees to notify the Union promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section 4 above, and if the Union so requests in writing, to surrender claims, demands, suits or other forms of liability.

Section 3. Dues Deduction. With respect to any employee on whose behalf the Village receives authorization in a form agreed upon by the Union and the Village, the Village shall deduct from the wages of the employee the dues and/or financial obligations uniformly required and shall forward the full amount to the Union by the twentieth (20th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Village by the Union. Authorization for such deduction shall continue until revoked by written notice to the Village and the Union 30 days prior to the expiration of this Agreement.

Section 4. General Indemnification. The Union shall indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the Village

for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certification or assignment furnished under any of the provisions of this Article.

Section 5. Union Leave. The Chief Union Steward shall be allowed up to a maximum of two days to attend Union related functions which deal with safety issues as the Village Board deems necessary and at the discretion of the Superintendent as the schedule allows so as not to create an overtime situation.

ARTICLE 4 – MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Union recognizes and agrees that the Village reserves and retains, solely and exclusively, all of its rights to manage the affairs of the Village, as such rights existed prior to the execution of this Agreement with the Union. The sole and exclusive rights and responsibilities of management which are not abridged by this Agreement shall include, but are not limited to, the right to determine the existence or nonexistence of facts which are the basis of Village or management decision; to establish or continue policies, practices and procedures for the conduct of the business of the Village and its Public Works Department and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to time re-determine the methods, equipment, facilities and materials to be employed; to determine the number of hours per day or week operations must be carried on; to determine qualification for work; to assign work to such employees; to establish and change schedules and assignments; hire, transfer, promote, demote, terminate or otherwise relieve employees from duty for legitimate reasons; to make and enforce reasonable rules; to suspend, discharge or otherwise discipline employees for just cause; to subcontract, and otherwise to take such measures as the Village may determine to be necessary for the orderly, safe and efficient operation of the Village and its several departments.

All of the rights, functions and prerogatives of the Village and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the Village and shall not be subject to arbitration. In no event shall any right, function or prerogative of the Village and its designated management ever be deemed or construed to have been modified or impaired by any past practice or course of conduct, or otherwise than by explicit provision of this Agreement.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

Section 1. Prohibited Activities. During the term of this Agreement, neither the Union, its agents nor members of the bargaining unit, for any reason, will authorize, institute, aid, encourage, condone or engage in a slowdown, work stoppage, strike or any other organized interference with the work of or the functions or obligations of the Department of Public Works or the Village. During the term of this Agreement, neither the Village nor its agents shall authorize, institute, aid or promote any lockout of members of the bargaining unit.

Section 2. Discharge and Discipline. Any member of the bargaining unit who violates the provision Section 1 of this Article shall be subject to immediate discharge. Any arbitration of such dismissal shall be limited solely to the issue of whether the member violated this Article.

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measure may include the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension (notice to be given in writing)
- (d) Discharge

The Village agrees to supply written notice to the bargaining unit member of any and all disciplinary actions against a member of the bargaining unit. This notice shall contain the date of the offense and state what rule or regulation, policy, or standard operating guideline/ procedure the member is alleged to have violated. Disciplinary action may be imposed upon a non-probationary employee only for just cause. For purposes of this Agreement, a probationary employee is an employee who has not completed twelve months of service. In the Public Works Department, probationary employees may be disciplined or discharged at will.

ARTICLE 6 - EMPLOYEE DISCIPLINE AND LABOR MANAGEMENT MEETINGS

Section 1. Informal Warning. Informal warnings or suggestions for improvement, counseling regarding poor work, inefficiency, poor attendance or bad attitude, which are not made a matter of record, are not to be regarded as discipline and are not governed by the "just cause" standard.

Section 2. Inspection of Personnel File. The Village's personnel files and disciplinary history shall be open to that employee for inspection by the affected employee during regular business hours of the Village in accordance with the Illinois Personnel Policy Review Act.

The Parties agree to follow the Personnel Policy Manual in effect December 20, 2022. If there are any changes to be made to the manual, the Village agrees to notify the Union of these changes and to bargain the effects prior to implementation. The Parties agree that should there be any conflict of language between the Policy Manual and the Collective Bargaining Agreement; the Collective Bargaining Agreement shall take precedence.

Section 3. Labor Management Meetings. The Superintendent or his designee or the Union Steward may ask for a Labor Management meeting to discuss concerns relative to the language of the contract, working conditions or employee disciplinary problems. This meeting may also be used by the Superintendent to discuss the performance of an employee.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is a written claim by a member of the bargaining unit or the Union that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions in this Agreement or any inequitable application of any written work rules. Employees will be allowed to attend disciplinary and grievance hearings on the clock at mutually agreed upon times in accordance with Illinois law.

Section 2. Procedure, Steps and Time Limits.

Step One. No grievance will be processed or entertained unless it has been reduced to writing and filed with the Superintendent of Public Works within seven (7) days of the event giving rise to the grievance. The written grievance must identify the specific section(s) and article(s) of this Agreement allegedly violated. The Superintendent of Public Works will investigate the circumstances surrounding the grievance, and the Superintendent or his designee will provide a written response no later than seven (7) calendar days from the date of the submission of the grievance. If the Superintendent believes that a discussion of the grievance is necessary, he will schedule a meeting with the grievant prior to his response. Grievances must be submitted by a recognized Union steward or other Union representative.

Step Two. If the grievance is not settled at Step One, the Union must appeal the grievance to the Village President no later than five (5) days after receipt of the response in Step One. The appeal shall be in writing and shall include the following: 1) the original grievance, 2) the response in Step One, 3) the grievant's arguments as to why and how this Agreement has been violated. The grievant and such representative(s) as he deems advisable shall appear at the next Village Board meeting in closed session following presentation of the above documents and offer whatever arguments he deems relevant to his position. Within ten (10) calendar days of the meeting, the Village Board shall provide its written response to the grievant.

Step Three. Within five days after the denial of the grievance by the Village President or the Village President's failure to timely respond, the Union, grievant, and such representative(s) as he deems advisable may appeal further by providing notice that they will appear at the next Village Board meeting occurring at least six days later following presentation of the above documents and offer whatever arguments he deems relevant to his position. Within ten (10) calendar days of the meeting, the Village Board shall provide its written response to the grievant.

Step Four. Arbitration Procedure. The Union must file with the Village President a written notice of intent to arbitrate specifying the grievance. The Village President, upon receipt of the notice of appeal, shall then submit to the FMCS a joint request for a panel of five (5) impartial arbitrators, who are members of the National Academy of Arbitrators and located within the State of Illinois, Wisconsin, Indiana, or Michigan. Upon receipt of the panel, the Union, as moving party, shall strike two (2) names, the Village shall then strike two (2) of the remaining names, and the name not struck by either party shall be the arbitrator.

Section 3. Authority of the Arbitrator. The arbitrator shall hear only one grievance. Multiple grievance arbitration shall not be held except by special agreement of both parties. The Arbitrator shall act in a judicial, not legislative, capacity. He or she shall confine himself or herself strictly to the letter of this Agreement and shall not by way of reasoning, opinion, suggestion, holding, or ward add to, ignore, modify or amend any term or terms of this Agreement. Time limits and other procedural requirements are considered mandatory. The arbitrator shall not have authority to construe any transactions, practices, alleged understandings or the like existing outside of this Agreement as contractual or as modifying of any written provision of this Agreement or as an aid to interpretation of this Agreement unless such transaction, practice, understanding or the like has

been reduced to writing, dated during the term of this Agreement, executed by the Village President and by the Union and expressly provides that its terms are subject to this arbitration procedure. The arbitrator may rule only on matters of procedural and substantive arbitrability. The arbitrator's award, if in compliance with this Agreement, shall be final and binding on the Village, the Union and members of the bargaining unit

Section 4. Expenses of Arbitration. The arbitrator's fees and expenses, and the fees and expenses of a qualified court reporter incurred in recording the proceeding and making a transcript thereof shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE 8 - NON-DISCRIMINATION

Section 1. Impermissible Bases. The Union and the Village agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, gender identity, age, mental or physical handicap.

Section 2. Union Membership. No employee covered by this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because he has exercised his or her rights and privileges provided for in the terms of this Agreement, including but not limited to the processing of grievances.

Section 3. Waiver. The parties agree that an employee has multiple forums for challenging alleged acts of discrimination. They also recognize that utilization of grievance procedure is an alternative to resorting to the court or to administrative agencies. Accordingly, the parties agree that by requesting arbitration on a grievance pursuant to this Article, the employee and the Union waive any right that the employee or the Union might have to file charges with any applicable administrative agencies or to file any lawsuit concerning the same facts that gave rise to the grievance.

Section 4. Gender. All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 9 - SENIORITY

Section 1. Definition. Seniority shall be defined as the employee's length of full-time continuous service with the Village in the Public Works Department since his last date of hire, less any deductions due to layoffs or any other non-paid breaks in service exceeding 30 consecutive days.

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

- A. resigns;
- B. retires or is retired;
- C. is discharged for just cause;
- D. is laid off and fails to report for work within two weeks after having been notified of his recall;
- E. does not report for work immediately following termination of a scheduled vacation, bereavement, jury, military, or sick leave, except for circumstances completely beyond his control;
- F. is laid off for a period in excess of two (2) years or such lesser period equal to his continuous employment for the village as a full-time employee;
- G. is unable to return to his full duties within twelve (12) months of a non-work-related accident, injury, illness or condition of ill health (referred to collectively in this Agreement as "Non-On- The-Job Injury" or "Non-OJI");
- H. is unable to return to his full duties within twenty-four (24) months of a work-related accident, injury, illness or condition of ill health (referred to in this Agreement as "On-The-Job Injury" or "OJI").

Section 3. Layoff, Recall, Reduction in Force or Rank. In the event of the layoff or recall, seniority shall govern the order of such layoff or recall. The least senior member of the bargaining unit shall be laid off first and recalled last.

Section 4. Non-Accrual of Seniority. Employees shall not accrue seniority credit nor receive any employment benefit during any unpaid leave of absence except as otherwise expressly provided for in this Agreement.

Section 5. Effect on OJI and Non-OJI on Fringe Benefits. In the event a member of the bargaining unit is unable to perform his duties because of a non- work related accident, injury, illness or condition of ill-health (referred to collectively in this Agreement as "Non-On- The-Job Injury" or "Non- OJI"), his benefits other than compensation ("Fringe Benefits") as a unit employee shall continue, subject to the other provisions of this Agreement, until his applicable and accrued vacation leave, sick leave, and holiday benefits are exhausted. No further longevity or any other employee fringe benefits shall be accrued or paid thereafter.

In the event a member of the bargaining unit is unable to perform his duties because of a work-related accident, injury, illness or condition of ill-health (referred to collectively in the Agreement as "On- The-Job Injury" or "OJI"), his benefits other than compensation ("Fringe Benefits") shall be affected as follows:

A. For the one-year period of absence from work immediately following the OJI, vacation shall accrue subject to the other provisions of this Agreement, and the Village shall continue to pay for the unit employee's and dependents' health-hospitalization coverage subject to the other limits of this Agreement relative to such coverage and payment;

B. For the second year period of absence from work due to OJI, no fringe benefit shall be earned, accrued or paid, except the village shall continue to pay for the unit employee's health insurance premium for single or family coverage subject to the limitations otherwise provided in this Agreement.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

Section 1. Work Week. The normal work week shall consist of five (5) workdays, Monday through Friday, and seven-and-one-half (7.5) of work. Part-time employees are those individuals working twenty-nine (29) hours or fewer hours per week throughout the year.

Section 2. Workday. The hours of operation for full-time employees are from 7:00 a.m. to 3:00 p.m. with one half hour paid lunch, which shall not count as time worked, and two (2) paid fifteen (15) minute breaks. One of the paid fifteen-minute breaks will be added to the lunch so that the lunch will be 45 minutes.

The employee designated as the "call-out man" shall also work from 7:00 a.m. to 3:00 p.m. with one 45-minute paid lunch, (which includes one 15-minute break), and one (1) additional paid fifteen (15) minute break. In the event of any permanent restructuring of the workday, the Union shall be given thirty (30) calendar days' notice. The Village will provide as much notice as possible for temporary workday adjustments, such as for snow removal, special events, storm cleanup, etc.

New employees shall be trained for twelve (12) months and then activated on the call-out list at the discretion of the Superintendent of Public Works. If the Superintendent feels the employee is not ready to be put on the call-out list after the six (6) months, the employee can be put on callout, but would still be a probationary employee. If the Superintendent feels the employee is not ready to be put on the call-out list after the six (6) month period, then the employee's status will be reviewed on a month-to-month basis for the next six months at which time he shall be put on the call-out list.

Section 3. Overtime. Unit employees have duties that are sometimes emergency or unpredictable in nature and, therefore, they will be required to work during hours not considered normal for the Department when such instances arise. Employees who work in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated at one and one-half (1 -1/2) times their regular rate of pay. The parties agree that time paid, (including holidays, sick days, vacation, personal days), unless within the work week he/she exceeds forty (40) hours, shall be considered time worked for the purpose of computing overtime.

Employees that call in sick three (3) times in weeks that they earn overtime will be required to verify their illness by a written excuse from their physician. The employee designated as "call-out man" will be compensated one hundred forty (\$140) per week, plus one dollar (\$1.00) per hour for all regularly scheduled hours he/she worked in that week, provided he responds to each call-out during his assigned week. In addition, the call-out man shall receive his/her regular rate of pay for each hour of time worked on call-out, unless within the work week he exceeds 40 hours.

The call-out man shall respond to authorized emergency calls commencing at 3:00 p.m. each Monday and ending at 7:00 a.m. the following Monday. If the designated call-out man does not respond himself to an emergency call, even if he acquires a substitute, he shall not receive the \$140.00 minimum compensation nor shall anyone else, the records of the Worth radio room shall be conclusive evidence of whether the call-out man was notified of a call-out.

Section 4. Emergency Calls. Any member of the bargaining unit who responds to an emergency call after regular working hours will receive a minimum of two hours' pay, at one and one-half (1 ½) times his normal hourly rate plus the time for the call, providing he has met the provisions set forth pursuant to Section 4 above. Call-outs on all holidays except employee's birthday and Good Friday will be compensated two (2) times the employees' regular straight time hourly rate of pay plus holiday pay.

Callouts will be determined by the Superintendent of Public Works or his/her designee based on his/her discretion concerning need, provided that the Superintendent shall not perform any bargaining unit work.

Section 5. Compensatory Time. Members at their discretion may take compensatory time in lieu of overtime payment. At no time shall the bank of compensatory time exceed eighty (80) hours and there shall be no carryover, except time earned each December. On the first paycheck in January, all accumulated compensatory time accrued prior to November will be cashed out at the rate at which it was accrued.

ARTICLE 11 - SALARIES

Section 1. Base Compensation. All classifications of employees (maintenance full-time, maintenance part-time and mechanic) shall receive wage increases over their current hourly wage starting as follows:

March 1, 2022 4%

March 1, 2023 3%

March 1, 2024 3%

March 1, 2025 3%

March 1, 2026 3%

Employees shall receive the maximum hourly rate after five years of service. Maximum hourly rate excludes Mechanic.

ARTICLE 12 - HOLIDAYS

The following days and hours are recognized as paid holidays:

1. New Year's Day, January 1
2. Good Friday
3. Memorial Day
4. Independence Day, July 4
5. Labor Day
6. Thanksgiving Day
7. Day After Thanksgiving Day
8. Christmas Eve
9. Christmas Day, December 25
10. New Year's Eve
11. Employee's Birthday

No employee shall be entitled to holiday pay as provided herein unless he has been on duty and working regular hours on both the day before and the day following the holidays designated herein. However, absence the day before or the day following the holidays due to the use of vacation leave or bereavement leave shall not result in the loss of holiday pay. The absence the day before or the day following the holidays due to use of a personal day shall result in the loss of holiday pay. In the event that the Village recognizes new holidays, those holidays will be added as paid holidays to the Union agreement.

Unit part-time employees shall be compensated for their normal hours worked on any of the aforementioned holidays on a pro-ratio basis. For an example: an employee that normally works three (3) hours a day will receive three (3) hours pay and the day off if the holiday falls on his workday.

When a holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the Friday preceding shall be observed as a holiday. The Village shall give the Union notification of any change in this default rule by November 1 of the preceding calendar year. Holiday pay will be paid only on the days above listed as holidays, not the Mondays or Fridays observed as holidays pursuant to this Section.

ARTICLE 13 - VACATIONS

All full-time members of the bargaining unit who have completed one (1) year's full time employment shall be entitled to two (2) weeks' vacation per year for years two through seven. During an employee's first year of employment, they will be accruing a pro rata amount of their two weeks' vacation, which will be available for use during their second year. If they leave employment prior to using their accrued vacation time, it will be paid out on a pro rata basis. Vacation is credited on an employee's anniversary date.

A. When an employee has completed more than seven (7) years of continuous service with the Village but less than fifteen (15) years, he shall be entitled to three (3) weeks of vacation per year.

B. Employees who have completed more than fifteen (15) years of continuous service with the Village shall be entitled to four (4) weeks of vacation per year. Accordingly, years 1 through 19 accrue as follows:

Year 1 = Accrue 2 weeks, pro rata, per pay period, but cannot use until after year 1

Beginning 2nd year = 2 weeks

Beginning 3 years to 7 years = 2 weeks

Beginning 8 years to 15 years = 3 weeks

Beginning 16 years to 19 years = 4 weeks

C. Employees who are entitled to more than two (2) weeks' vacation must divide their vacation into periods of time. The periods shall be no longer than three (3) weeks nor less than one (1) week, and the periods must be separated by at least two (2) weeks. However, one (1) week of vacation leave, meaning five (5) working days, may be taken per year in single day increments upon approval of the Superintendent of Public Works, provided no more than two (2) unit employees will thereby be absent from work for any reason.

D. The Superintendent of Public Works shall establish vacation schedules. Vacation preference among members of the bargaining unit shall be decided by seniority. Employees who have completed twenty (20) years of service shall be entitled to the following vacation weeks and days:

Beginning 21 years = 5 weeks

Beginning 22 years = 5 weeks + 1 day

Beginning 23 years = 5 weeks + 2 days

Beginning 24 years = 5 weeks + 3 days

Beginning 25 years = 5 weeks + 4 days

Beginning 26 years = 6 weeks

E. In the event a holiday falls within an employee's vacation period, the employee shall be entitled to an extra day of vacation.

F. In the event of an employee's death who has accumulated vacation time, the employee's spouse or estate shall be entitled to receive the employee's prevailing salary for each unused vacation day.

G. Vacation days cannot accumulate from year to year. In the event an employee does not take his allotted vacation days, he is not entitled to pay for those days.

H. Two (2) employees may take vacation leave at the same time if approved by the Superintendent of Public Works.

I. Regularly employed part-time bargaining unit employees, shall receive one (1) week paid vacation after completing five (5) years of service. One week of vacation pay will be issued equivalent to the normal number of hours worked in one week by a permanent part-time employee.

ARTICLE 14 - UNIFORM ALLOWANCE

For the term of this agreement, the Village will provide the following:

1. 1 pair of hip boots
2. 1 pair of boots annually
3. 1 jacket
4. 1 vest
5. \$400 annually to be used for other work items

ARTICLE 15 – SAFETY

Section 1. Safety Committee. Not more than three (3) employees designated by the Union and not more than two (2) persons designated by the Village shall comprise a safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet once bi-monthly or otherwise by mutual agreement. Formal recommendations of the committee shall be submitted, in writing, to the Superintendent of Public Works with a copy to the Union. The recommendations shall not be binding upon the Village or the Union.

Section 2. Special Safety Requirements. The Village recognizes the special safety requirements of open excavation underground work and agrees to staff main breaks with three (3) employees, and sewer work with three (3) employees. The Village agrees to have two (2) men on all aerial work.

Section 3. Steel-Toed Safety Boots and Safety Vests. Employees are required to wear steel toed boots that meet ANSI specifications. Employees must wear safety vests or high-visibility tee shirts provided by the Village on all jobs sites within ten (10) yards or roadways. Failure to follow these safety requirements shall subject an employee to disciplinary action.

ARTICLE 16 - HEALTH I HOSPITALIZATION INSURANCE

Section 1. Health. Employees who are eligible for the Village's medical insurance plan but do not take it shall receive an annual payment of \$3,000. The employee will pay the percentage specified below toward his total medical premium:

- 2022 – 2024: 20%
- 2024 – 21%
- 2025 – 22%
- 2026 – 23%

The HRA/PPO has a single deductible of twenty-five hundred dollars (\$2,500.00) and a five-thousand dollar (\$5,000.00) deductible for all other categories. The employee per the HRA/PPO (single only) will be responsible for the first one-thousand dollars (\$1,000.00) out-of-pocket of the twenty-five hundred dollar (\$2,500.00) deductible, with the Village responsible for any out-of-pocket expenses above one-thousand dollars (\$1,000.00) the employee may incur up to the \$2,500 deductible amount (\$1,500 maximum). The employee per the HRA/PPO (employee/spouse-employee plus children-family) will be responsible for the first two-thousand dollars (\$2,000.00) out-of-pocket of the five thousand dollars (\$5,000.00) deductible, with the Village responsible for any out-of-pocket expenses above two-thousand dollars (\$2,000.00) the employee may incur up to the \$5,000 amount (\$3,000 maximum).

Section 2. Dental. The employee shall pay 25% a month of the total premium amount for dental insurance, whichever is less. The employer shall pay 75% of the cost of the dental insurance premium.

Section 3. Life. The Village will select and provide a term life insurance policy in the amount of \$25,000.

ARTICLE 17 - SICK LEAVE

Section 1. Earnings and Maximum Accrual. A member of the bargaining unit shall earn eight (8) hours of sick leave per month, provided he has actually worked a minimum of one hundred (100) hours that month. The maximum accrual of sick leave shall be limited to four hundred (400) hours, except that five (5) extra sick days (40 hours) may be added to the maximum accrual after the maximum accrual is reached which is currently four hundred (400) hours. Any unit employee who shall have accrued more than four hundred (400) hours of sick leave as of the effective date of this Agreement shall not lose those hours. Sick leave may be accrued at the rate of forty (40) hours per year for each of the contract years over and above the four hundred (400) hours.

Section 2. Vacation Effect on Sick Time Earned. A member of the bargaining unit while on vacation shall be credited with the hours ordinarily scheduled for him during his vacation only for the purpose of satisfying the one hundred (100) hours per month required to earn sick leave hours for that month.

Section 3. Doctor's Certificate. The Superintendent of Public Works may require a licensed medical physician's certificate documenting an employee's illness and use of three (3) or more consecutive duty days. Consecutive duty days shall mean three (3) regularly scheduled duty days. The Physician's certificate shall be obtained at the employee's expense. The Village at its expense may require the employee to submit a physical examination by a physician of its choice after one (1) or two (2) days of illness.

Section 4. Use of Sick Leave. A member of the bargaining unit shall use his accumulated sick leave chargeable at the rate of one (1) hour for each hour of regularly scheduled hours missed due to illness or condition of ill health including, but not limited to:

1. Incapacitation due to illness, injury or disability;
2. Personal medical or dental appointments that cannot be scheduled during non-working hours;
3. Absence required by serious illness or disability of a member of the employee's immediate family. Immediate family is defined, for this section, as the employee's spouse, children, parents, parents-in-law, sisters and brothers. Other relatives living in the employee's household are also included.
4. Use of sick leave for reasons related to pregnancy shall be subject to the same provisions and reporting requirements as for any other illnesses or disability.
5. Sick time can be used for an employee's own illness, an employee's doctor's appointment, or a mandatory quarantine. In the event of a mandatory quarantine, the employee must provide a doctor's letter prior to return to work.

An employee cannot draw down on accrued sick leave until they have exhausted their sick days for the current year. Up to eight hours of sick leave can be used in one-hour increments.

Section 5. Actual Illness. Sick leave shall be used solely for bona fide illness, sickness or non-duty related injury or condition of ill health and for no other purpose, except as hereinafter expressly provided.

Section 6. O.J.I. and Sick Leave. Sick leave shall not be used for work related accident, injury, illness or condition of ill health. An employee who is absent from work due to an O.J.I. shall not accrue sick leave unless he actually works one hundred (100) hours that month.

Section 7. Personal and Bereavement Leave. A member of the bargaining unit shall be entitled to 24 (twenty-four) hours of personal leave from the January 1 to December 31 calendar year, useable in four (4) hour increments on one (1) week advance notice except in the event of an emergency. The member's use of personal hours shall not be chargeable against their accumulated sick leave. If an employee starts after January 30, personal leave shall be prorated for the first year, with the employee accruing one day of personal leave after four months of work.

An employee shall also be entitled to up to three (3) working days of bereavement leave for a local funeral of an immediate family member and up to five (5) working days if the funeral is 150 miles or more from the Village Hall, all days to be used consecutively in the event of the death of a parent, child, brother or sister, spouse, grandparent, grandchild, mother-in-law and father-in-law. The member's use of two consecutive days of bereavement shall not be charged against their accumulated sick leave, and the day of the funeral shall not be deducted.

Section 8. Regular Part-Time Employee. A regular part-time employee will get 3-1/2 sick days per year (29 hours) and eight (8) hours of personal leave per year, prorated by month for the first year of employment.

ARTICLE 18 - MISCELLANEOUS LEAVE DAYS

Section 1. Jury Duty. Employees shall be granted leave with pay for jury duty; however, any compensation received by the employee for serving on jury duty must be remitted to the Village.

Section 2. Family and Medical Leave. The Village and Union will adhere to the terms of the Village's Family and Medical Leave policy related to maternity and paternity leave.

ARTICLE 19 - CONFLICT WITH LAW

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

ARTICLE 20 - EMPLOYEE TESTING

Section 1. Statement of Policy. It is the policy of the Village of Worth that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2. Prohibitions. Employees shall be prohibited from:

A. Consuming or possessing alcohol or illegal drugs illegally (unless in accordance with duty requirements) at any time during the workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;

B. Illegally selling, purchasing or delivering any illegal drug illegally (unless in accordance with duty requirements) during the workday or on the employer's premises;

C. Being under the influence of alcohol or illegal drugs during the course of the workday; or being under the influence of legal drugs while on duty, that impair an employee's ability to perform their job;

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or drugs illegally (i.e., drugs obtained or consumed through improper means) during the course of the workday, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Superintendent, or his designee with the Superintendent's concurrence, must certify his reasonable suspicion concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employee, except random testing of an individual employee as authorized in Section 5 below. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking

employment as employees prior to their date of hire. The Union agrees to abide by the random drug testing program previously established by the Village of Worth as required by Federal Law.

Section 4. 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 a copy of the written order, setting forth all of the objective factors and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union at the time the order is given, but such consultation shall not exceed thirty (30) minutes from the time of the order. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. 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 may have.

Section 5. Tests to be Conducted. 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 or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- B. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- C. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- D. Require the testing facility to 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. The provisions of the Article do not apply to employees called back to work after their regular scheduled hours.
- F. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- G. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- H. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility, meeting the same standards required in paragraphs (A) and

(B) above, of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests;

I. Require that the laboratory or hospital facility report to the village that a blood or urine sample is positive only if both the initial screening and confirmation 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 understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the employee's interests;

J. Require, and the Union and its members agree, that with regard to alcohol testing, for the purpose of determining whether the employees is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

K. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and results;

L. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right 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, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the accuracy of the tests, or any other alleged violation of this Article. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any legal rights that employees may have with regard to such testing, except as herein provided. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union, except as herein provided.

The parties agree to be bound by and to stipulate to the determination of the arbitrator in any derivative manner or related charge. The discipline of an employee by the Superintendent or the Arbitrator shall only be limited as provided herein.

Section 7. Voluntary Requests 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, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. Voluntary treatment shall not be a defense to the prohibitions of Section 2 of this Article. The Village shall make available through its employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8. Discipline. In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, he shall be subject up to a five (5) day suspension. The foregoing is conditioned upon:

- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. The employee discontinues his use of illegal drugs or abuse of alcohol;
- C. The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to (12) twelve months;
- D. The employee agrees to submit to random testing during hours of work during the period of aftercare.

Employees who do not agree or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties assigned whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave up absence (limited to 30 days), at the employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE 21 - EMPLOYEE WORK

Section 1. All work currently and historically performed by bargaining unit employees will continue to be performed by bargaining unit employees.

Section 2. Outsourcing Rights.

A. The Village reserves the right to call out non-bargaining unit contractors for emergency repairs and/or routine work when, in the Village's opinion, such repairs and/or work exceeds the ability of bargaining unit employees, or if the purchase or rental cost of necessary equipment to complete the work exceeds the Village's budgetary constraints in the opinion of the Village. The Village will not contract work which would result in the hours of union employees falling below the workday hours specified in this contract.

B. When it is necessary for the Village to exercise the provision set forth in Section 2A above, the Superintendent of Public Works shall confer with the Union Representative or his designee, to determine the extent of the outside work and involvement of employees covered under this Agreement. The Superintendent will provide a written description of the work to be contracted, whether temporary or permanent.

Section 3. Water Certification. Any employee may obtain his Class C Water License by attending school. Upon proof of completion and passing the water certification exam, the Village will reimburse the employee for school and books. The employee may be allowed to attend classes during the workday at the discretion of the Superintendent so long as it does not create an overtime situation. Any employee who becomes water certified shall be compensated at the rate of \$1.00 per hour over scale during the term of this contract. A water certified employee will be responsible and available to be called out on an "as needed" basis where water certification status is necessary. If the employee is called out to perform additional duties beyond his normal workday, he will be compensated according to the contract.

Section 4. Operator/Mechanic Pay. An employee who operates a skid steer, paver, backhoe, aerial lift and or slope mower in connection with the performance of safety sensitive work such as water/sewer main repairs or construction, or who performs mechanic work, shall qualify for and receive an additional seven (\$7.00) per hour for the time spent so operating the skid steer, paver, backhoe, aerial lift and or slope mower. Overtime calculations will include operator and mechanic pay. Assignments for such operation of the equipment shall be made based upon the employee's seniority, qualifications and availability unless refused, as assigned by Superintendent or Assistant Superintendent.

Section 5. CDL Reimbursement. The Village shall reimburse employees the amount of the difference between the Secretary of State's fee for renewing or obtaining the required Commercial Driver's License (CDL) and the Class D driver's license.

ARTICLE 22 - 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 otherwise expressly stated in this Agreement.

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; therefore, the Village and the Union, in the duration of this Agreement, each voluntarily and unqualifiably waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement or with respect to the effects upon employees of the Village's exercise of its rights under this Agreement.

ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be effective from and after its approval and execution, with salaries retroactive to March 1, 2022. It shall remain in full force and effect until February 28, 2027. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days prior

to termination, written notice is served by either party on the other that the Union or the Village desires to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the Village, Union and employees shall have no rights beyond the term of this Agreement and the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request. In the event notice to terminate this Agreement is given, the Village, Union and employees shall have no rights beyond the term of this Agreement.

This Agreement constitutes a complete settlement of all outstanding issues between the Village and the Union and all the members of the bargaining unit.

APPROVED:

VILLAGE OF WORTH

SERVICE EMPLOYEES INTERNATIONAL
LOCAL 73

By: Mary M. Werner By: DR
Village President President, SEIU

ATTEST:

Bonnie M. Lane
Village Clerk

Date: May 23, 2023 Date: _____